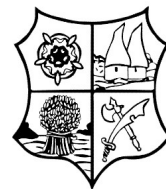


ALTON Town Council



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Town Clerk: Tom Horwood

Town Hall
Market Square
Alton
Hampshire
GU34 1HD

3rd July 2025

Dear Councillor

You are hereby summoned to a meeting of the **FULL COUNCIL** on **Wednesday 9th July 2025 at 7.00pm** at the Town Hall when the under mentioned business will be transacted.

Yours faithfully

Tom Horwood
Town Clerk

To: All Town Councillors

Councillor Annette Eyre
Councillor Graham Hill
Councillor Matthew Bayliss
Councillor Mark Boyce-Churn
Councillor Don Hammond
Councillor Matthew Kellermann
Councillor Nick O'Brien
Councillor Barbara Tansey
Councillor Janice Treacher
Councillor Peter Wadman

ALTON TOWN COUNCIL – WEDNESDAY 9TH JULY 2025
TOWN HALL, ALTON – AGENDA

1. Apologies for absence
2. Town Mayor's announcements
3. Minutes of the Full Council meeting held on 4th June 2025 for approval.
4. Declaration of Interest and Requests for Dispensations - Councillors are reminded of their responsibility to declare any disclosable pecuniary interest which they may have in any item of business on the agenda no later than when that item is reached. Unless dispensation has been granted, you may not participate in any discussion of or vote on any matter in which you have a pecuniary interest. You must withdraw when the meeting discusses and votes on the matter
5. Correspondence received and Questions to the Council
6. District and County Councillor Updates
7. King's Pond – Update from Task & Finish Group and approval for spending
8. Co-option of three Councillors for vacant seats in Ashdell Ward, Eastbrooke Ward and Whitedown Ward
9. Planning Applications for comment: EHDC-24-0027-FUL, Land NW of Ackender Wood Basingstoke Road – Pre-decision amendment
10. Legal Agreements:
 1. Retrospective Landlord's Consent for minor changes to the installation at Land at Telecommunications Site, Alton, Windmill Hill, Alton, GU34 2TF - Arquiva
 2. Energique solar panels – to agree to grant Energise South Downs a lease for use of the roof for solar panels
 3. Landlord's Consent for air source heat pump installation at The Tannery (The King's Arms)
11. Statement of Accounts from 1st – 30th June 2025
12. Valuations of ATC Properties for review and updates to Insurance
13. To resolve whether to take ownership of the Brewing Heritage Trail sculptures along the Wey Walk
14. Public Gardens Footpath repairs
15. Public Engagement Consultant proposal
16. Co-option policy update for approval

REPORTS PREPARED BY THE TOWN CLERK AND DEPUTY TOWN CLERK

ITEM 6: DISTRICT AND COUNTY COUNCILLOR UPDATES

FOR NOTING

The following report was received from Councillor Suzie Burns of East Hampshire District Council on 1st July:

EHDC Councillor Report for ATC, July 2025

Cllr Suzie Burns: Alton Ashdell Ward

The summaries provided within this short report are to the best of my knowledge correct and it should be noted that as an opposition councillor at EHDC many of the developments noted are the result of the administrations decisions and are being challenged by many of your local opposition councillors. Do feel free to come back to me with any points or questions that you wish to be clarified.

Local Government Reorganisation

This has dominated the agenda at EHDC for 2025 since the announcement of the government that Hampshire is to be in the first wave of county councils to become devolved to unitary authorities. With our unique location in East Hampshire with part of the region in The SDNP there is still much discussion as to where and with which other regions we may be amalgamated. The sentiment is very much that we need to do whatever is going to provide the best for our residents, however to date we have not been provided with any concrete milestones and pathway as to how or what this reorganisation might look like. HCC and associated district councils originally pursued a contract with the Consultants KPMG to explore the options, however the Leader of EHDC Cllr Millard, wrote to councillors to inform us that Cabinet have taken the decision alongside Hampshire County Council to part ways from KPMG and instead us PWC as the consultant. There is concern amongst opposition that this is an undemocratic and risky move given that all other 12 district councils are now working with a different consultant. The primary focus of PWC is the management of HCC's social care and mandatory requirement rather than how important services, wellbeing and maintenance of local identity could be delivered by the new unitary authorities when they are formed. This is very much an ongoing and moveable situation and a full and frank discussion is scheduled for an extra-ordinary Full Council meeting on 17th July. Hopefully progress and a clear timetable will be made available soon.

Local Plan

Little progress appears to have happened on this. There has been no councillor briefing since Autumn 2023 and as far as I am aware the original date for adoption remains 2027. Site allocations remain a key element, especially in the knowledge that in Alton our housing numbers have been increased so greatly. It is anticipated that the ongoing work of the ANP should feed in to the LP.

Climate

Again this seems to have been on a bit of a backburner currently in the wake of the LGR and the last briefing was in February

Councillor Grants

It should be noted by councillors that District councillors have had an increase in the individual grant pots that they can allocate. There has been a lot of interest and applications – so if you are aware of any local projects that may benefit from project funding do point them in the direction of their District Councillor.

Individual Councillor Grant pots have increased to £7k and an additional £3k from every councillor has been put into a centralised pot totalling £129k exclusively for environmental projects. Disappointingly this will not be apportioned by area and will be distributed on a bid basis with the 'strongest projects' being awarded funding.

Planning

There has been a spate of medium to larger developments in the locality that have come forward for planning consideration. Whilst these are still a long way from being decided, with a less than 4year land supply the situation is becoming more and more critical as the Local Plan loses its precedence.

Events

Many Thanks to ATC for hosting the recent Jane Austen Sculpture event which received funding from the EHDC 'Grow Up' Fund. This has been widely promoted on various channels and will hopefully enhance the experience for visitors to the town.

ITEM 7: KING'S POND TASK & FINISH GROUP UPDATE AND APPROVAL FOR SPENDING FOR DECISION

Report to Full Council 9th July 2025 by Councillor Hammond, Chair of operational Task & Finish Group

Councillors are referred to the minutes of the Task & Finish Group (T&FG) meetings.

The T&FG have mainly been involved in three activities:

- Identifying consultants and contractors suitable for the Kings Pond design and works and obtaining preliminary proposals.
- Investigating the Lasham Drain and drainage from the surroundings that impact on the Pond and the River Wey.
- Identifying similar pond and river works already undertaken elsewhere.

The ecological surveys, which are seasonal, have continued through the first half of the year. The field work is complete except for the bat survey which will go on to the end of October. The Breeding Bird survey report will be received this month.

Phase 1 of the Kings Pond Project is to progress the engineering, landscape design and specification of both options to sufficient detail for costing and for presentation to residents.

The T&FG had initially thought that the way forward for Phase 1 was to tender the various elements of the design separately and to co-ordinate their work. Ideally a Project Manager would be appointed to manage the process on behalf of ATC. Unfortunately, despite extensive enquiry, a suitable project manager has not been found. Several potential candidates were too busy to take on new work. One that may be available has expertise in rivers, not ponds. We don't want to introduce any possible bias or perception of bias into the project, so this candidate is considered unsuitable.

In investigating available resources, we have learned that there are specialist contractors that offer 'Early Contractor Involvement' – they can undertake engineering and landscape design and costing as a single package, separate from the works on site. Suitable companies have been found. There are advantages and disadvantages to this approach but the T&FG now think this is the best way forward.

As the likely cost of the design package will be around £30k this will have to be advertised as public tender. This will be done by mid-July. The T&FG is optimistic that the tendering, appraisal and selection process will enable a contractor to be selected for recommendation to the Full Council in September.

The T&FG may need some assistance in putting the tender documents and a brief together and for the appraisal of the proposals received and the contractors. Negotiations are in progress with Water Environment who produced the Weir Removal Feasibility Study and could provide this assistance.

The T&FG request approval for expenditure of up to £6,000 if it is necessary to appoint a consultant to assist the tender process.

RECOMMENDATION: Council is requested to:

- (i) Note the report from the King's Pond T&F Group**
- (ii) Note the minutes of the King's Pond T&F Group**
- (iii) Approve spending of £6,000 for the employment of a consultant to assist in the tender process if necessary**

**ITEM 8: CO-OPTION TO VACANT SEATS: ASHDELL, EASTBROOKE AND WHITEDOWN
WARDS FOR DECISION**

Following the publication of the Casual Vacancies on the 27th May 2025 for the vacant Eastbrooke and Whitedown Ward seats, the publication of the Casual Vacancy for Ashdell Ward on 5th June 2025, and EHDC advising that no nominations had been received, the Deputy Clerk duly published details of the co-option vacancy notices with a deadline for applications of 2nd July at 5pm. Six applications were received:

- Christopher Maitland BOTTEN (for all three wards)
- Christopher Paul FAIRHEAD (for all three wards)
- Roger Simon LAMB (for all three wards, but a preference for Ashdell)
- Richard MOORE (for all three wards)
- John Leslie QUINCEY (for all three wards, but a preference for Ashdell)
- Robert SAUNDERS (for all three wards)

Co-option procedure at the meeting:

1. Each candidate will be asked to speak in support of their application for up to 3 minutes. Councillors will be able to ask questions of each candidate for up to 3 minutes.
2. Councillors will be invited to debate the motion below to allow the election and co-option of councillors to the current vacancies. A proposer and seconder will be required in order to proceed.
3. If the motion is passed at the end of debate, voting will proceed by a show of hands. The chairman of the meeting may exercise their casting vote if there is an equality of votes.
4. If no single candidate receives a majority on the first vote, the person with the lowest number of votes is eliminated, and voting takes place on the remainder, one vote per councillor. This continues until one person receives an absolute majority.
5. The successful candidate will be summoned to attend the next Full meeting of the Council by which time they must have signed the Declaration of Acceptance of Office and read and understood the Code of Conduct.
6. The Town Clerk will inform the district's Returning Officer of the name of the successful candidates.
7. New councillors must, within 28 days of election to office, register their interests with the Monitoring Officer at East Hampshire District Council.

RECOMMENDATION: The Council is asked to nominate the six candidates listed for the voting process described above and in the Procedure for the Co-option of a Councillor, and to resolve to approve the appointment of the successful candidates as Town Councillors for Ashdell Ward, Eastbrooke Ward and Whitedown Ward respectively.

ITEM 9: PLANNING APPLICATIONS

FOR DECISION

We have received a pre-decision amendment application as follows:

EHDC-24-0027-FUL

Site: Land NW of Ackender Wood Basingstoke Road

Proposal: Full planning application for residential development of 99 dwellings (Use classC3), access, informal and formal open space, together with associated drainage, utilities and all other associated works following the demolition of existing building (amended plans received 17.06.2025).

Deadline for comments: 16th July 2025

Note: On 7th March 2025 ATC submitted the following response to the original application:

“Alton Town Council would like to submit a response of NO OBJECTION with comments as follows:

1. The Design and Access Statement (page 22 refers) states that the development will create a “new gateway development to Alton”. In the most recent draft (June 2024) of the revised Alton Neighbourhood Plan, the views across the site towards the town are denoted as “key views” in Figure 27 of the Alton Design Guidance and Codes, along with the following text:

“Development proposals that impact on key views and gateways [including the gateway at the junction of Basingstoke Road and Pertuis Avenue, alongside the site] into and out of the town, as defined in Figure 27..., must demonstrate how they have responded positively to these views and gateways.”

Thus, any development on the site should have sufficient planting to preserve as far as possible those green key views from Beech, Wyards Farm and the A339 east and south towards Ackender Wood.

2. There should be formal pedestrian access into Ackender Wood from the site, with the use of a kissing gate to prevent motor vehicle access.

3. Referenced the Transport Study of 2015 undertaken by Hampshire County Council & East Hampshire District Council and requested that proper consideration be given to the feasibility of creating a roundabout at the junction with Pertuis Avenue, given the potential development coming forward on Land to the north of Basingstoke Road.”

The updated documents can be viewed at the following link – if you look at the date the documents were uploaded you can see what is different. [East Hants | East Hampshire District Council | Application | 180018](#)

There is a Resubmission letter in the updated application and from this you can see that several changes have been made to the roads within the development, the overall design, and additional documents added, to address comments raised by consultees and the local community.

Full details of the application were emailed to councillors on 25th June to allow them time to review the updated application prior to the meeting.

RECOMMENDATION: Members are requested to review the application before them and decide whether they wish to make further comments.

ITEM 10: LEGAL AGREEMENTS

1. LANDLORD’S CONSENT FOR MINOR ALTERATIONS TO INSTALLATION AT LAND AT TELECOMMUNICATIONS SITE, ALTON, WINDMILL HILL, GU34 2TF

Cellnex are requesting Landlord’s Consent to make minor alterations at the installation to upgrade the capability of the equipment. Due to the tight deadline on this, the then-Town Clerk sent an email to councillors on 30th May 2025 as follows:

“Please find attached correspondence received in respect of the above which details the changes that are required to the equipment currently sited at Windmill Hill and a request to upgrade. The works required at the property appear straightforward and are classified as minor alterations.

As the information has been received too late to be included on the agenda for 4th June, I am requesting Councillors to review the information contained therein noting that unless there is a disagreement to the works requested that formal approval of the works will be recorded as Alton Town Council giving Landlords Consent. This being the case and given the tight timescales I recommend that approval is given, and the attached paperwork is signed off by the mayor and one other Councillor and that it be so recorded retrospectively in the Minutes of the Full Council meeting on 9th July.

Thus, I would ask that you please respond to this e-mail to Hayley by lunchtime on Wednesday, 4th June in order that the necessary signatures on behalf of Alton Town Council can be obtained to allow the attached paperwork to be returned in order that the works can proceed.”

Councillors Eyre, Bayliss, Boyce-Churn, Hammond, O’Brien, Tansey, Treacher and Waugh all responded to confirm they were happy to give Landlord’s Consent, with Councillor Kellermann asking for his disagreement to be noted. The document was therefore signed and returned to Cellnex on 5th June 2025. This item is requesting formal retrospective consent from councillors for the purpose of the minutes.

RECOMMENDATION: Council is requested to retrospectively approve the signing of the document circulated on 30th May 2025 giving Landlord’s Consent to Cellnex to undertake the minor changes necessary to the installation on the site.

2. SOLAR PANELS AT ENERGIQUE - LEASE WITH ENERGISE SOUTH DOWNS

Energise South Downs is working with Energique to place solar panels on the roof of the building and requires a lease with Alton Town Council for use of the roof. Full details are included in members’ bundles. ATC’s legal costs are being covered in full by a grant accessed by Energise South Downs.

For information, Councillor Tansey is meeting with Katriona Cockburn, CEO of Energise South Downs on 11th July to discuss the possibility of placing solar panels on other properties within the ATC portfolio.

RECOMMENDATION: Council is requested to approve the signing of the lease once the agreement has been finalised between Energique and Energise South Downs.

3. LANDLORD’S CONSENT FOR AIR-SOURCE HEAT PUMP AT THE TANNERY (THE KINGS ARMS)

The King’s Arms would like to install air source heat pumps to provide heating and air conditioning for the Youth Centre. Planning permission was originally applied for and refused on grounds of noise. However, the tenant has now researched other possibilities and if six individual pumps were installed the noise would be significantly reduced and in line with Environmental Health requirements. Therefore, a new planning application has been submitted. Full details are included in members’ bundles.

RECOMMENDATION: Council is requested to approve the installation of six individual heat pumps, subject to planning approval.

ITEM 11: STATEMENT OF ACCOUNTS TO 30TH JUNE 2025**FOR DECISION**

Members are requested to note the financial papers and are requested to scrutinise the accounts and accompanying documents and reports and to submit any questions they may have to the Deputy Town Clerk in advance of the meeting.

Balance Sheet as at 30th June 2025

The balance sheet is presented for sign off by the Chairman of the Council and the RFO (Responsible Financial Officer, Tom Horwood – Town Clerk)

Income & Expenditure

The Statutory Income and Expenditure Report for the period 1st – 30th June 2025

Bank Reconciliation Statement as at 30th June 2025

The Bank Reconciliation Statements require signing off on behalf of the council that the figures presented reconcile with the original bank statement which will be given to the Chairman on the night.

Payments over £500

The report includes all payments over £500, issued between 1st – 30th June 2025 in respect of invoices and grant cheques.

Direct Debits

The updated direct debit list can be found in Members bundles

RECOMMENDATION: Council is requested to confirm approval of:

1. **The balance sheet dated 30th June 2025**
2. **The Income and Expenditure account to 30th June 2025**
3. **The bank reconciliations for the Unity Account**
4. **The Payments over £500 covering 1st- 30th June 2025**
5. **The updated Direct Debit List**

ITEM 12: VALUATIONS OF ATC PROPERTIES FOR REVIEW**FOR DECISION**

On 9th April 2025 Council resolved to appoint Eddisons to provide rebuild valuations for insurance purposes of the Council's owned buildings at a cost of £7,500 (minute reference 164). The reports have now been received, and the valuations have changed as follows:

Address	Current insurance Value	New rebuild costs	Difference
Public Garden Bandstand	£123,462.36	£48,000.00	-£75,462.36
Public Gardens Compound Store	£332,528.11	£396,000.00	£63,471.89
Enclosure Store	£164,616.92	£188,000.00	£23,383.08
2 x Semi Detached Bungalows	£567,932.15	£597,000.00	£29,067.85
Edgar Hall	£833,490.00	£586,000.00	-£247,490.00
Assembly Rooms	£4,395,306.32	£3,122,000.00	-£1,273,306.32
Finnimore Pavilion	£1,415,714.52	£1,860,000.00	£444,285.48

Energique	£3,053,667.90	£3,993,000.00	£939,332.10
Charles Read Pavilion	£469,160.94	£367,000.00	-£102,160.94
Groundsman`s Hut/Barn	£90,639.51	£137,000.00	£46,360.49
2 x Garages	£13,990.73	£40,000.00	£26,009.27
5a, Vicarage Hill	£335,732.42	£653,000.00	£317,267.58
Harry Baker Pavilion	£469,160.94	£635,000.00	£165,839.06
Alton Town Hall	£1,522,717.43	£1,580,000.00	£57,282.57
No. 2 Bungalow	£246,926.04	£197,000.00	-£49,926.04
No. 1 Bungalow	£246,926.04	£208,000.00	-£38,926.04
Total	£14,281,972.33	£14,607,000.00	£325,027.67

Following the reports, the Insurance Company has informed us that the insurance would increase by £593.06 per year for the remainder of this insurance contract. If added now the pro-rata amount for the remainder of this year would be £430.56. In addition to this we have requested changes to the insurance in order to add the additional machinery council resolved to purchase on 7th May 2025 (minute reference 186) and to add on the Jane Austen sculpture which was installed on 19th June and unveiled on 21st June 2025 in the Assembly Rooms Jane Austen Garden. These changes are as follows:

To add Jane Austen sculpture £254.02 including IPT per year, with the pro rata charge for the remainder of this year being £184.42. The excess on this would also increase to £500 for this item rather than our usual £250.

To add roller mower £88.26 with the pro-rata for the remainder of this year being £64.08

RECOMMENDATION: Members are requested to:

- (i) review the changes in valuations figures above**
- (ii) approve the changes to the insurance for the remainder of the term for the changes to the building valuations**
- (iii) approve the changes to the insurance for the remainder of the term for the addition of the Jane Austen sculpture and the Roller Mower**

ITEM 13: BREWING HERITAGE TRAIL SCULPTURES

FOR DECISION

Cala have now indicated that they will not take ownership of the sculptures that are to be placed along the Wey Walk on the old brewery site, which could mean that the sculptures, which have already been created, cannot be placed where previously agreed, as a reminder of the history of the site and for the enjoyment of local residents. Alton Town Council has been approached to see if it would take ownership. While the land the sculptures would be on does not belong to the Town Council, this does not mean it cannot be done. Amery Hill Residents Association (AHRA), which has been overseeing the project and commissioned the sculptures with CIL funding and grants from EHDC, has indicated it would provide the money to cover the insurance and maintenance costs for a period to be agreed. The sculptures are as follows:

- A dray horse, to be located at the entrance to that section of the Wey Walk, along Drayman`s Way
- A ‘trio’ of sculptures to be placed along the river through the site - a cockerel to represent ‘Courage’, a crow to represent ‘Crowley’ and a harp, to represent ‘Harp Lager’ which was brewed in the town.
- A panel which shows the complete brewing process.

To insure the five sculptures would cost £111.69 including IPT per year.

The sculptures should require little maintenance, with the exception of the harp, which is made of recycled materials and which the artist would like to check annually. This would cost £250 per year. We can assume

the same for the crow. The other sculptures would merely require cleaning and visual checks which ATC officers and grounds staff could do.

RECOMMENDATION: Council is requested to approve taking ownership of the sculptures along the Brewing Heritage Trail, along with a commuted sum towards the inspections and maintenance and contribution to the insurance – sum to be agreed.

ITEM 14: PUBLIC GARDENS FOOTPATH REPAIRS

FOR DECISION

Councillors were approached by members of the public at the Community Big Lunch on 8th June in the Public Gardens, who were concerned about the state of some of the footpaths. The route is commonly used by elderly people and people with disabilities, and the erosion of several sections is creating a trip hazard for anyone less stable on their feet. Quotes have therefore been obtained to undertake the works, as follows:

Public Gardens Path Repairs

Schedule issued: 25th June 2025

Responses by: 2nd July 2025

Issued to	Contact	Quote Received	Price
Contractor A		18/06/2025	£12,999.20
Contractor B		01/07/2025	£10,804.88
Contractor C		26/06/2025	£16,386.48
Contractor D		26/06/2025	£19,725.00

RECOMMENDATION: Council is requested to approve contractor B to undertake the repairs to the footpaths in the Public Gardens at a cost of £10,804.88.

ITEM 15: PUBLIC ENGAGEMENT CONSULTANT PROPOSAL

FOR DECISION

Councillors will remember receiving a presentation from Cratus several months ago. Following this, an application was made for Neighbourhood CIL in the value of £15,000 to assist ATC with their communication strategy, primarily for the Neighbourhood Plan and King's Pond. A full proposal document can now be seen in members bundles, and it is proposed that Cratus are appointed to complete Phase 1 in this proposal as follows:

“Phase 1: Strategy Development and Consultation

This phase includes a detailed review of current communication practices, stakeholder mapping, and the creation of a bespoke communication strategy tailored to address the council's unique challenges. We anticipate this taking up to 6 days, with an investment of c.£7,800.”

RECOMMENDATION: Council is requested to appoint Cratus to undertake Phase 1 of the work at a cost of £7,800.

ITEM 16: CO-OPTION POLICY FOR UPDATE

FOR DECISION

The recent councillor co-option process has revealed an ambiguity in the current Procedure for the Co-option of a Councillor, adopted by the Council on 3 April 2024. After the statutory election process has completed, including a period of advertising the vacancy, and no election has been called, the Procedure does not specify a length for the subsequent advertising process to encourage candidates to submit themselves for co-option. It is proposed to add a requirement for a three-week advertising period to section 2.2.

RECOMMENDATION: Council is requested to approve the adoption of the policy as tabled.

**MINUTES OF THE MEETING HELD ON
WEDNESDAY 4TH JUNE 2025 AT 7.00PM AT THE TOWN HALL**

Present: **Councillor** **Annette Eyre (Town Mayor)**
 Don Hammond
 Graham Hill
 Matthew Kellermann
 Nick O'Brien
 Barbara Tansey
 Janice Treacher
 Peter Wadman

In attendance: **Hayley Carter** - **Deputy Clerk**
 Wendy Simson - **Assistant to the Clerk**
 7 Members of the public and press

9 Apologies for Absence

Apologies were received from Councillors Matthew Bayliss, Mark Boyce-Churn and Jonathan Waugh

10 Town Mayor's Announcements

The Mayor welcomed councillors and the public and thanked everyone for attending. She then reminded all those attending that in accordance with the Council's published Recording of Meetings Policy, as displayed on the doors and the table at the back of the hall, anyone wishing to make any recording of a meeting must let the Chair of the meeting know prior to or at the start of the meeting. If anyone does not wish to be recorded, they must make the Chair of the meeting aware. No filming of any member of the public is allowed without their consent, or of any child or vulnerable person without the consent of them and their parent, guardian or carer.

In accordance with the Local Government Act 1972 Schedule 12 paragraph 41 (1) only the official signed minutes of the council and its committees will be recognised as the formal, statutory and legally binding record of a meeting.

The Mayor reminded those attending of two upcoming events in the town; the Community Big Lunch in the Public Gardens on Sunday 8th June from 1-3pm at which the Alton Concert Band would be playing, and Regency Day on 21st June.

She then congratulated Councillor Graham Hill on becoming Chairman of East Hampshire District Council for the coming year.

11 **Minutes of the Full Council Meeting held on 7th May 2025 and the Annual Meeting held on 21st May for Approval**

11.1 On the proposal of Councillor Hill, seconded by Councillor Wadman, it was

RESOLVED

to APPROVE the minutes of the Full Council meeting held on 7th May 2025

Councillor Kellermann requested a recorded vote.

In favour: Councillors Eyre, Hammond, Hill, O'Brien, Tansey, Treacher, and Wadman.

Abstained: Councillor Kellermann

11.2 On the proposal of Councillor Wadman, seconded by Councillor Hill, it was

RESOLVED

to APPROVE the minutes of the Annual Meeting held on 21st May 2025

Councillor Kellermann requested a recorded vote.

In favour: Councillors Eyre, Hill, O'Brien, Tansey, Treacher, and Wadman.

Abstained: Councillors Kellermann and Hammond

12 **Declarations of Interest and Requests for Dispensation**

No declarations of interest were received.

13 **Correspondence Received and Questions to the Council**

13.1 Councillor Waugh sent an email to the Mayor in advance of the meeting, which the Mayor read out in full:

Dear Annette,

I am writing, sadly, to formally resign from my position as Town Councillor for Ashdell Ward with immediate effect.

It has been an honour to serve as a Town Councillor, but I am sorry that I have not been able to commit more time this year, and I do not see the situation improving. Therefore, I believe it would be in the best interests of the residents of Alton and my fellow town councillors for me to step down.

I would like to thank Pat, Hayley and the exceptional team at the town hall and I wish you and all the councillors the very best for the future.

Yours sincerely,

Jonathan

13.2 Mr Furnival thanked the Council for publishing the 'attendance at Councillor workshops and training' in addition to the Full Council Meetings and praised the

greater transparency this afforded the public. However, he voiced concern about the poor attendance, citing a workshop on 23rd March 2025 titled “Essential Training” at which only 5 of the 13 Councillors attended. The Councillor for Mr Furnival’s Ward, Jonathan Waugh, did not attend any of the workshops and Mr Furnival questioned how he could truly represent his constituents and provide a democratic voice, if he was not fully informed of all the relevant information. He said he had been going to call for his resignation had the Mayor not just made the announcement she had. Mr Furnival said he is not looking to make this personal but asked that all Councillors “up their game” with their work at the Town Council to represent the current 25,000 residents which continues to grow. He then expressed his hope that the three vacancies would be filled in a timely manner and with Councillors able to commit to the role.

Mr Furnival then asked for clarity about a CIL application from Binsted, saying surely they have their own parish council to apply to; the Mayor explained that this would be covered as part of agenda item 6.

The Mayor responded to Mr Furnival’s concerns by echoing the fear that the town’s 25,000 residents are not being fairly represented by those councillors who are not committed, but also emphasised the pressures of the Councillor role. All the Town Councillors have family, holidays, and careers in some cases which restrict the time available. As a business owner, the Mayor explained that she understood how important communication is with the public along with carrying out the statutory duties, this often meant that she spent 2-3 hours in the Town Hall each week, along with attending public engagements and meetings. The election or co-option of three new Councillors she hoped would produce applications to represent all demographics of the town.

Councillor Tansey thanked Mr Furnival for attending the meeting but explained that it was very difficult to get residents to step forward to become Councillors. Whilst the Town Council does not currently have a full complement of Councillors, lots of good work has been achieved.

Councillor Hill agreed that the attendance of some councillors does not reflect well on the council, but added that the situation with fewer people stepping forward as Councillors was not unique to Alton; that most Town and Parish Councils struggle to get the right people who are committed to the role.

Councillor Hammond suggested that local democracy requires that residents engage with their Town Council, and how sad it was that in 2023 there had not been sufficient applications for election in any wards except Holybourne. He added that he was not about to take offence at Mr Furnival’s comments as he was speaking to those people who had put themselves forward for the role of councillor, rather than to the thousands of people who hadn’t, and that the people within the room, sat around the table, were the ones who committed lots of their time to the role.

Councillor Kellermann echoed the comments made by Councillors Tansey and Hill that the poor attendance and depleted Councillor numbers does not reflect well on the Town Council. Councillor Kellermann explained that he had attended all the training sessions in 2023 where they were held remotely so had not felt the need to attend the essential training session that had been organised. He added that he did not attend

workshops as he objected to the format. Councillor Kellermann reassured Mr Furnival that he is fully engaged as a Councillor both in person and on paper.

Mr Witcher voiced his concerns about the future of the Town Council as there are so few applications to become a Councillor; he asked will this mean that in the future there will be no Town Council.

Councillor O'Brien commented that for the last co-option there was just one candidate and stressed how important it was that people be found to stand.

14 **Evaluation of Neighbourhood CIL Applications received during 1st April – 1st May 2025**

14.1 On the proposal of Councillor Hill, seconded by Councillor Kellermann, it was

RESOLVED

Not to award CIL Funding against the application from Andrew Endowed School.

All Councillors voted in favour

14.2 On the proposal of Councillor Treacher, seconded by Councillor Tansey, it was

RESOLVED

To award CIL Funding in the value of £5,974 (five thousand, nine hundred and seventy four pounds) to Beech Wellhouse Project.

In favour: Councillors Eyre, Hammond, Hill, Tansey, and Treacher.

Against: Councillors Kellermann and O'Brien

Abstained: Councillor Wadman

14.3 On the proposal of Councillor Hill, seconded by Councillor Hammond, it was

RESOLVED

To award CIL Funding in the value of £4,500 (four thousand, five hundred pounds) to Chawton Park Social Bowls Club, on the condition that they could demonstrate actively trying to increase membership and encourage further community use of the building over the next year.

In favour: Councillors Eyre, Hammond, Hill, O'Brien, Tansey, Treacher, and Wadman

Against: Councillor Kellermann

14.4 On the proposal of Councillor Kellermann, seconded by Councillor Hammond, it was

RESOLVED

Not to award CIL Funding against the application from Treloar College.

In favour: Councillors Eyre, Kellermann and Hammond
Against: Councillors Treacher, Tansey and Hill
Abstained: Councillor O'Brien and Wadman
The Mayor used her casting vote to support the resolution for no grant to be awarded.

14.5 On the proposal of Councillor Eyre, seconded by Councillor Hammond, it was

RESOLVED

To award CIL Funding in the value of £9,900 (nine thousand, nine hundred pounds) to First Friends Nursery.

All Councillors were in favour.

14.6 On the proposal of Councillor Eyre, seconded by Councillor Hill, it was

RESOLVED

To award CIL Funding in the value of £5,160 (five thousand, one hundred and ten pounds) to Alton College.

In favour: Councillors Eyre, Hammond, Hill, O'Brien, Tansey, Treacher, and Wadman

Against: Councillor Kellermann

14.7 On the proposal of Councillor Tansey, seconded by Councillor O'Brien, it was

RESOLVED

To award CIL Funding in the value of £17,029.23 (seventeen thousand and twenty nine pounds and twenty three pence) to Amery Hill Residents Association, but this must be the last time they apply for CIL funding for the Wey Walk project.

Councillor Kellermann recused himself due to a family tie to this project and so did not comment or vote.

In favour: Councillors Eyre, Hammond, Hill, O'Brien, Tansey, Treacher, and Wadman

14.8 On the proposal of Councillor Hill, seconded by Councillor Kellermann, it was

RESOLVED

Not to award CIL Funding against the application from Binsted School.

In favour: Councillors Eyre, Hammond, Hill, O'Brien, Tansey, Treacher, and Kellermann

Abstained: Councillor Wadman

14.9 On the proposal of Councillor Kellermann, seconded by Councillor Treacher, it was

RESOLVED

Not to award CIL Funding against the application from Alton Infant School.

In favour: Councillors Eyre, Hammond, Hill, O'Brien, Tansey, Treacher, Wadman and Kellermann.

Abstained: Councillor Tansey

14.10 On the proposal of Councillor Kellermann, seconded by Councillor Treacher, it was

RESOLVED

Not to award CIL Funding against the application from Chawton House.

All Councillors voted in favour.

15 **Purchase of Ability Swing and Roundabout for the Public Gardens**

15.1 On the proposal of Councillor O'Brien, seconded by Councillor Treacher, it was

RESOLVED

To appoint Contractor A (GL Jones) to replace the Ability Swing in the Public Gardens at a cost of £6,975 + VAT

All Councillors voted in favour.

15.2 On the proposal of Councillor Kellermann, seconded by Councillor Eyre, it was

RESOLVED

To appoint Contractor B (Vitaplay) to replace the Ability Roundabout in the Public Gardens at a cost of £10,374.84 + VAT

All Councillors voted in favour.

16 **Planning Applications**

16.1 EHDC-25-0329-FUL and EHDC-25-0526-LBC - The Priory, 11 Howards Lane, Holybourne, Alton, Hampshire, GU34 4HH.

Richard Goddard, the agent for the development was in attendance at the meeting and confirmed that he was happy to answer any questions.

Councillor Hill informed the Council that there was no Conservation Officers Report available and it was likely to be two weeks before this was included.

Mr Goddard confirmed, when probed by Councillor Hill, that the applicant was not the resident of The Priory, but that when submitting an application a postcode must be entered and in the information it clarified that it was 'land adjacent to' The Priory.

Councillors asked if the closing date for comments could be extended; the Deputy Clerk explained that it had already been extended and so could not be extended further.

On the proposal of Councillor Hill, seconded by Councillor Eyre, it was

RESOLVED

To defer to the Conservation Officer's opinion on the Full Planning Application EHDC-25-0329-FUL and the Listed Building Consent Application EHDC-25-0526-LBC for The Priory, 11 Howards Lane, Alton, Hampshire, GU34 4HH.

All Councillors voted in favour.

16.2 EHDC-25-0455-FUL – Land to the rear of 86-90 Wilsom Road, Alton, Hampshire

The Deputy Clerk directed Councillors to the correct map which had been printed for the meeting as the wrong document had been uploaded to the EHDC Planning Portal.

James, the developer, was in attendance at the meeting and indicated he would be happy to answer any questions.

On the proposal of Councillor Hammond, seconded by Councillor Eyre, it was

RESOLVED

To submit a response of SUPPORT for the Full Planning Application EHDC-25-0455-FUL for Land to the rear of 86-90 Wilsom Road, Alton, Hampshire

In favour: Councillors Eyre, O'Brien, Hammond, Hill, Tansey, Treacher, and Wadman.

Abstained: Councillor Kellermann

17 **Legal Agreements**

17.1 On the proposal of Councillor Kellermann, seconded by Councillor Hill, it was

RESOLVED to:

- (i) **Approve the sealing of the TP1 Agreement as signed by two authorised signatories (councillors) in the presence of the proper officer for the transfer of open space land from Highwood Ventures 2 Limited (Title number SH61112) Land at Stonehill Farm, Selborne Road, Alton, GU34 3HH to Alton Town Council**

- (ii) **Note the receipt of the commuted sum of £79,422.03 and authorise its transfer to Earmarked Reserves – Alton Gateway**

All Councillors voted in favour.

17.2 On the proposal of Councillor Hammond, seconded by Councillor Eyre, it was

RESOLVED

To approve the sealing of the Lease Agreement as signed by two authorised signatories (councillors) in the presence of the proper officer with Aquiva

All Councillors voted in favour.

18 **Statement of Accounts from 1st – 31st May 2025**

On the proposal of Councillor Hammond, seconded by Councillor O'Brien, it was

RESOLVED

To confirm approval of:

- 1. The balance sheet dated 31st May 2025**
- 2. The Income and Expenditure account to 31st May 2025**
- 3. The bank reconciliations for the Unity Account**
- 4. The Payments over £500 covering 1st- 31st May 2025**

In favour: Councillors Eyre, O'Brien, Hammond, Hill, Tansey, Treacher, and Wadman

Abstained: Councillor Kellermann

19 **Current Consultations**

19.1 Gambling Act 2005 – EHDC Review of its Statement of Principles

On the proposal of Councillor Kellermann, seconded by Councillor Hammond, it was

RESOLVED

To submit no response on behalf of the Town Council, but councillors are encouraged to submit their own individual responses

All Councillors voted in favour.

19.2 Hallam Land Public engagement re: emerging design proposals for Land at Brick Kiln Lane, Alton

Councillors noted that this is available to view at 222.landatbrickkilnlane.co.uk until 20th June 2025

20 To receive a report from the Climate Change Committee

The report from the Climate Change Committee was noted. The report is as follows:

Annual Report from Alton Town Council Climate Change Committee

The Alton Climate Change Committee meets four times a year and pulls representatives from across the town including local businesses and the youth, along with organisations like Energy Alton, Cycle Alton and ACAN (Alton Climate Action Network). Three of the Town Councillors sit on the committee along with a representative from East Hampshire District Council.

In June 2024, Alton Town Council updated its Climate Change Strategy and the Action Plan, highlighting three key aims:

- **Aim 1** – to reduce Alton Town Council’s carbon footprint to achieve carbon neutral by 2030.
- **Aim 2** - to create opportunities for residents, schools, and businesses to have a direct and positive impact on their own energy consumption habits by working alongside our climate change community groups.
- **Aim 3** - to influence third parties in the adoption of policies providing sustainable alternatives to traditional construction, infrastructure, and transport models.

A copy of both the Action Plan and Strategy are on the Alton Town Council website, and you should have a flyer detailing the strategy on your chair this evening.

Progress in the last 12 months

The Committee has identified steps that will push the Town Council towards its goal. By far the most extensive of these objectives is retrofitting of the existing Council owned properties. To date we have:

- Installed double glazing in the three retail units on the Market Square.
- Secondary glazing has been installed at the Assembly Rooms.
- Secondary glazing is being fitted at the Town Hall next month.
- Thermal blinds at the Town Hall will be fitted once the glazing is completed.
- Working with Government funded body, Innovation Exchange, a Challenge Statement has been created to invite innovative ideas to replace the gas fired boiler at the Town Hall. These are due to be presented to the Climate Change Committee in July for implementation as part of the 2026//27 budget.
- An agreement with Energise South Downs is supporting Energique to install solar panels on the roof.
- A survey to identify the suitability of solar panels for the Finnimore Pavilion is being carried out.
- The Rugby Club, Alton Social Bowls, the Kings Arms, and The Allotment Association are all installing solar panels which the Climate Change Committee have supported.
- The Committee are speaking with Energise South Downs about solar panels for other buildings in the portfolio.
- The Harry Baker Pavilion, leased to Alton Cricket Club, is being refurbished including energy efficient equipment and upgraded insulation.
- Improved insulation is being delivered at Jubilee Bungalows.

The Committee are involved with other projects including:

- Installing robust drinking water taps to allow residents and visitors to fill reusable water bottles in some of open spaces.
- Cycle parking has been added to our open spaces along with cyclepods which allow cyclist to repair their bikes if needed.
- Electric tools are currently being trialled by the Grounds Team.
- Last Autumn (2024) 1,300 heading plants and 56 trees were planted across the Town including a trial of 9 disease resistant Elms at Anstey Park.
- Planting of 300m² of wildflower meadows.
- Working with Cycle Alton and Walk Alton to update the map of walking and cycling routes across the town including additional signage from the new estates. An EHDC grant has been awarded to fund this project.
- Supporting ACAN's Eco Streets Project.
- Changing all bulbs in Town Council run buildings to LEDs.
- Two electric bikes are available free of charge for residents to try. The second electric bike was donated to the Town Council by a resident in 2024. Both bikes have been well used, and it is understood that 20 e-bikes have been purchased as a result of loaning one of the units.
- The Town Council were represented at the Green Homes Fair on 29th June 2024.

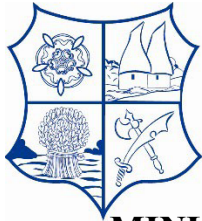
The Climate Change Committee are currently looking to recruit a representative from local businesses, so if you would like to get involved, please contact the Town Hall.

All the Climate Change meetings are open to the public and we would welcome you at our next meeting on Wednesday 23rd July at 9:30am.

Councillor Tansey took questions from the Councillors.

Mr Furnival pointed out a trip hazard with the carpet in the Chamber.

The meeting closed at 8:30pm



MINUTES OF THE KING'S POND TASK & FINISH (OPERATIONAL) GROUP

Thursday 22nd May 2025

Present: Councillor Don Hammond (DH)
Councillor Peter Wadman (PW)
Pat Harris – Town Clerk (PH)
Natalie Beckell – Events & Marketing Lead Officer (NB)
Catherine Ayres – Resident representative (CA)
Paul Ebbutt – Resident representative (PE)
Ryan Doran – Resident representative (RD)
Tim Pinchen – Residents representative (TP)
Eric Phillips – Resident representative (EP)
John Quincey – Resident representative (JQ)

1. **Apologies:** Apologies were received from Angela Owens – Resident representative
2. **Minutes of the previous meeting:** The Minutes of the meeting held on Monday, 28th April were proposed by Councillor Don Hammond and seconded by Councillor Peter Wadman and were thus approved as a true and accurate record of the meeting.
3. **Review of Actions:**

Action 2 – CLOSED

Produce critical timeline for work programme and funding streams – PH and DH will continue to work to produce the timeline for funding purposes. The Kings Pond Outline Programme was tabled for discussion during the meeting.

Action 3 – Investigate where similar projects have been undertaken – TP offered to take this forward as he has previous experience having been chair of the Watercress & Winterbournes Project to enhance the headwaters of the Rivers Test & Itchen. TP has emailed a contact who was involved in the project and received an out of office, he is due to follow up this week. However, he felt that this would not be a good analogy and the work undertaken by Test Valley Council for on former gravel pits as although the water flow was significant, the gradient was too shallow, and he did not believe there were any silt filtration issues.

ACTION: Need to find more comparisons. TP to talk to Dr June Chatfield once Alton town Council had provided contact details by way of telephone number.

Action 10 – CA to seek information from CALA on the silt traps throughout the development on their construction and circulate to the group.

CA was informed by CALA they use a Marshalls Hydrofeed Downstream Defender.
ACTION – CA to find out more details / specification about the Downstream Defender

CALA advised CA that it is their belief that HCC Highways are not managing the storms drains and they are constantly overflowing and drain covers are lifting during heavy rains (and there are 5 drains within the CALA development). There also seems to be a lot of rubbish being deposited in the river due to overflowing bin by Majestic Wines.

NB recommended everyone downloaded the HCC app if they have a smartphone called 'OurHants' to report problems or directly on their website <https://www.hants.gov.uk/>

Action 11 – DH wrote to West Thames Consents inviting a representative to attend the meeting on 22nd May to provide guidance on approvals and permitting required from the EA. Declined the meeting but are happy to talk to us once we are in a position with a final proposal. See Item 5.

Action 12: DH to enquire of Ecology Partnership for regular updates rather than waiting for the final report. DH received an update on 21/05/25 (detailed below) which had been circulated to the group in advance of the meeting.

“Just a quick summary email further to our chat yesterday, to cover the current progress of the ecology works at King's Pond.

We have completed the PEA and wintering bird works and reporting, which have now been provided to yourselves.

At the moment, we are working on the bat activity surveys, and breeding bird surveys. We have undertaken the first of three nighttime walkover surveys for bats, with constant activity of low numbers of common species. We have also deployed our first two months of static detectors as well, we have partially analysed this and again it appears to be generally common species. This is to be expected given the fact the site is a good area of 'green' habitat within an urban area.

Our contracted bird surveyor has undertaken the first two of three breeding bird surveys on site. He is processing the data himself for these, once I have more information on what he has found I can update you accordingly. From the informal chat I had with him a couple of weeks back, it looks like high levels of bird activity on site, but less than during the winter. Obviously, the main breeding feature on site is the heronry, which we would seek to remain on a separated island as it is now.

I have completed the water vole walkover, with no signs of activity. I also had our GCN eDNA results back on Friday evening, which came back negative. We suspected this would be the case, but it gives us an additional piece of evidence to put forward in planning for them being absent from site and not a constraint to planning here. I can put together some reports for these and get them over to you.

I think this covers everything at the moment - but if there are any questions from your meeting, please let me know and I will advise where possible”

4. **Matters Arising and any further updates:**

Matters arising and any further updates -

(i) Review of responses to the Express of Interest

- Contractors (8 issued and 3 received)
- Project Management (3 issued and 1 received)
- Specialist Organisations (1 issued and 1 received?)

This item was introduced by DH & PH who advised the following:

- Response had been somewhat disappointing, especially in the Project Management category.
- SERT although interested in project management and to talk with the group, perception may be an issue
- SERT approach is that they work in partnership with other third parties and are paid a management fee and the rest of the services which they are unable to cover off are tendered out
- Independence is key.
- Under the Contractor category – 3 responses received all of which are within the same ball park in terms of quote when you strip out those services which we already have tendered for

The group agreed that we are not yet in a position to accept the quotes submitted as the service(s) required and scope of work still are to be refined. DH to table at next meeting a scope of works against which more appropriate quotes can be obtained

5. **Consents & Permissions – West Thames Consents**

Unfortunately, unable to attend the meeting but grateful for the invite. Happy to provide pre-application guidance when we have a finalised proposal.

For context: There are three teams to approach within the Environment Agency. DH will follow up and advise at next meeting.

Partnership and Strategic Overview team focus on flood risk technical pre-application advice for flood risk activity permits in accordance with the Environment Permitting (England and Wales) Regulations 2016.

Fisheries, Biodiversity Team will comment on the environmental aspects.
Assets performance team will comment on assets and access considerations.

DH & PH advised the group of the work currently being undertaken by Jacobs for SE Waters who are looking at abstraction from the acquiva at Lasham. Jacobs are doing survey works undertaking hydrological modelling and when ATC are looking at this as a requirement for the Kings Pond project, that it would seem appropriate to approach Jacobs as a lot of the required modelling will already have been undertaken as part of a separate South East Water project.

Depending on the final option, there will be a need for other permissions such as an impoundment licence and/or waste permit.

6. **Discussion of Next Steps**

DH said we need to evaluate the tender as much as we can based on the limited details we have received.

ACTION: DH to go back to Water Environment to ask if they can write a brief so that we can go back to the 3 companies who responded to the Expression of Interest as a “Contractor” to enable them to refine their tenders for Phase 1 of the project and also how they could transition from Phase 1 to Phase 3.

This approach was endorsed by PB and TP and agreed by the group that this was the appropriate action required.

7. **Financial:** The group noted that there had been no changes to the financial spreadsheet tabled at the last meeting and noted the monies which had already been expensed.

8. **Agree date and content of meeting with the Community Task & Finish Group:**
The first meeting of this group is to be arranged for Wednesday, 2nd July in the Town Hall at 6.00 p.m. when this group will be brought up to date with progress. At this meeting it will need to be determined the following and the agenda proposed to include:
- Purpose of the Group
 - Terms of Reference
 - Report on recent progress of the Technical (Operational) group
 - Where to find information to ensure information cascaded to the public is factual
 - Agree dates with the group until the end of the year proposing that they meet at least quarterly or more frequently as agreed with the group itself

The T&F group were concerned to learn that a local group are providing mis information about the project despite Alton Town Council having Resolved to explore both options and going back to the public once all of the required information has been obtained. A Press Release had been issued by the Town Council, but rumour continues to exist that ATC are planning on filling in the pond and building on it and that the public need to sign another petition.

TP suggested we register the pond as common land and therefore he believed that this will squash rumours that it can be built on?

There was considerable discussion about Run off from Ashdell Road and elsewhere. DH thought that this investigation would come under a separate (but connected) project. We will need to prove exactly how much run off is finding its way into the pond from the road network. TP argued that it was important to be done now. It was agreed that investigations would continue.

ACTION. DH to look at original surveys and ask EA/Thames Water & South East Water for drainage maps.

9. **Agree date for next meeting of the Task & Finish Technical Group:**
The next two meetings will be on Thursday 19th June and Thursday 31st July at 9.30 a.m. in the Town Hall.

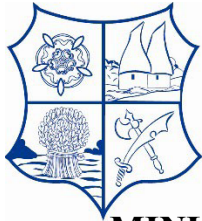
ACTIONS FOR THE TASK & FINISH GROUP - **OPEN**

Meeting held on 25 th March 2025			
No.	Action	Who	Update
3	Investigate where similar projects have been undertaken i.e. Anton Lakes, Andover (speak with June Chatfield)	TP	TP will be taking this forward and will provide an update at the next meeting. 22/05/25 Awaiting a response from Test Valley Council with TP chasing up 23 rd May.
Meeting held on 28 th April 2025			
No.	Action	Who	Update
10	CA to seek information from CALA on the silt traps throughout the development on their construction and circulate to the group	CA	CA was informed by CALA they use a Marshalls Hydro Downstream Defender. 22/05/25 CA will investigate further to advise the group of the details of the silt traps.
11	DH will explore with the EA exactly which consents are required for Kings Pond.	DH	West Thames Consents declined the invitation to attend the meeting on 22 nd May. However, they are happy to provide pre-application guidance when we have a finalised proposal.
12	DH was asked to enquire of Ecology Partnership for regular updates rather than waiting for the final report which he agreed would be useful.	DH	Update received on 21/05/2025. Progressing with breeding birds and BAT surveys with further site visits scheduled. Great Crested Newts and water voles presence were both negative.
13	Evaluation of responses to Expressions of Interest Stage 1	DH/PH/PW	Preliminary responses to be evaluated and report prepared to be circulated to this group for final recommendation to Full Council
Meeting held on 22 nd May 2025			
14	Investigate where similar projects have been undertaken	TP	TP to speak to Dr June Chatfield (Alton Town Council to provide contact details by way of telephone number.)
15	Downstream Defender	CA	To find out more details / specification about the Hydro Downstream Defender
16	Share details HCC APP Our Hants App	NB	https://www.hants.gov.uk/
17	Approach to Water Environment	DH	To enquire whether they could write a scope and brief that could be issued to the 3 organisations under the “Contractor” category of the Expression of Interest responses received.
18	Approach Environment Agency/Thames Water/South East Water for drainage maps	DH	To seek further input from various agencies/bodies to see exactly where drainage output and input are within the site to determine whether an additional study is required

ACTIONS FOR THE TASK & FINISH GROUP – **CLOSED**

No.	Detail	Action	Update
Meeting held on 25th March 2025			
1	Send JQ minutes of the SE Water meeting (Brad Evans)	PH	Minutes sent 25/3/25. Action Closed
2	Produce critical timeline for work program and funding streams	PH	Kings Pond Outline Programme tabled at the meeting on 22 nd May to be amended to read “DRAFT” and then published
4	Draft letter for Expression of Interest and produce list of intended recipients	DH	Circulated brief to members of T&F by PH. Action Closed
5	Issue Expression of Interest letters to (a) project managers (b) potential design & build contractors)	PH	Issued 7/4/25 with responses requested by Friday 9 th May (due to bank holidays). Action Closed
6	Contact to be established with angling clubs who manage large lakes	PW	Regarding the action required to seek out any advice from local angling groups I had a very large enterprise in mind but have now discovered that they have sold off all the lakes to smaller clubs. My other choice was the local group known as Reading & District Angling Association (RDAA), a large club with responsibility for many ponds and lakes. I have had a recommendation back; Nick Haycock (nick_haycock@me.com). He is online as a Director at Haycock Environmental Consultants Ltd. Describes himself as a senior hydrologist and project manager specialising in lake, river and wetland creation with over 25 years’ experience. Action Closed.
7.	Contact to be established with Nick Haycock (plus recommendation from Tim Pinchen: Aquascience & Cain Bioengineering. Contact established & Expression of Interest issued	DH	Information sent to Nick Haycock, Aquascience & Cain Bioengineering.
8	Terms of Reference to be tabled at Full Council	PH/DH	Adopted by Full Council 9 th April 2025. Action Closed
9	JQ to approach Anthony Furnival to ask for a copy of the quote he obtained for a dredging + option for KP several years ago.	JQ	JQ advised that the Minutes should state that Anthony Furnival had “estimates” only. Therefore the action is closed and no quotes exist. Action, therefore, closed.
Meeting held on 28th April 2025			
No.	Action	Who	Update
9	JQ to approach Anthony Furnival to ask for a copy of the quote he	JQ	JQ advised that the Minutes should state that Anthony Furnival had “estimates” and that he declined to show ATC.

	obtained for a dredging + option for KP several years ago.		
10	CA to seek information from CALA on the silt traps throughout the development on their construction and circulate to the group	CA	CA was informed by CALA they use a Marshalls Hydro Downstream Defender.
11	DH will explore with the EA exactly which consents are required for Kings Pond.	DH	Happy to provide pre-application guidance when we have a finalised proposal.
12	DH was asked to enquire of Ecology Partnership for regular updates rather than waiting for the final report which he agreed would be useful.	DH	Update received on 21/05/2025 no signs of water voles and Great Chested Newt.
13	Evaluation of responses to Expressions of Interest Stage 1	DH/PH/PW	Preliminary responses to be evaluated and report prepared to be circulated to this group for final recommendation to Full Council



MINUTES OF THE KING'S POND TASK & FINISH (OPERATIONAL) GROUP

Thursday 19th June 2025

Present: Councillor Don Hammond (DH)
Councillor Peter Wadman (PW)
Pat Harris – Town Clerk (PH)
Natalie Beckell – Events & Marketing Lead Officer (NB)
Catherine Ayres – Resident representative (CA)
Paul Ebbutt – Resident representative (PE)
Ryan Doran – Resident representative (RD)
Tim Pinchen – Residents representative (TP)
Eric Phillips – Resident representative (EP)
John Quincey – Resident representative (JQ)

1. **Apologies:** Apologies were received from Angela Owens and Paul Ebbutt – Resident representative
2. **Minutes of the previous meeting:** The Minutes of the meeting held on Thursday 22nd May were amended and proposed by Councillor Don Hammond and seconded by John Quincey. With everyone in favour the minutes were approved. The amended and approved minutes are available on the website.
3. **Review of Actions:**

ACTION 3 – Investigate where similar projects have been undertaken

St Albans (The River Ver / Verulamium Park) has been recommended as an option to consider. <https://www.stalbans.gov.uk/revitalising-river-ver-project>

NEW ACTION – TP to contact St Albans City & District Council to find out more details and possibly arrange a visit.

ACTION 10 – CA to seek information from CALA on the silt traps throughout the development on their construction and circulate to the group. **CLOSED**

ACTION 11 – DH wrote to West Thames Consents inviting a representative to attend the meeting on 22nd May to provide guidance on approvals and permitting required from the EA. Declined the meeting but are happy to talk to us once we are in a position with a final proposal.

EA were unable to attend the meeting but will endeavour to provide pre-application flood risk activity permit (FRAP) guidance which they are aiming to have ready for the meeting in July.

They have created a reference number and the pre-application has been assigned to a permitting officer.

They have advised that whichever of the options are chosen a FRAP will be required. Once the application is ready, it will need submitting to the National Permitting Service team.

ACTION 12 - DH to enquire of Ecology Partnership for regular updates rather than waiting for the final report.

DH spoke with them on the phone. There are no further updates, and they are continuing with the Surveys.

ACTION 13 - Evaluation of responses to Expressions of Interest Stage 1

DH contacted the 3 responses received and reminded them of what we are looking to achieve and asked for revised quotes. He has received 2 responses.

**ACTION 14 - Investigate where similar projects have been undertaken
TP to speak to Dr June Chatfield (DJC) (Alton Town Council to provide contact details by way of telephone number).**

TP has spoken and met with DJC and she has suggested Letcombe Lakes as a viable option. TP doesn't think it will be an option as the stream is not offline. The group decided not to consider this as an option. **CLOSED**

When TP & DH met with DJC she provided them with a lot of information about the pond. Whilst they were investigating, they found a manhole cover in the footpath on the other side of the railway and could hear water running. They are unsure where the source of the water is coming from and where it is coming out. To investigate.

NEW ACTION: Remove cover and put some dye in the water to find out where the water comes out.

ACTION 15 - To find out more details / specification about the Hydro Downstream Defender

CA sent over a brochure for the Downstream Defenders being used within the Cala site. And a link to a more technical document on different drainage solutions

<https://www.externalworksindex.co.uk/entry/112734/Marshalls/Downstream-Defender-Select-vortex-separator-for-stormwater/>

NEW ACTION – CA to contact Cala and ask for information about the route of the Lasham drain through CALA site.

ACTION 16 - Share details HCC APP Our Hants App

ACTION 17 - To enquire whether they could write a scope and brief that could be issued to the 3 organisations under the “Contractor” category of the Expression of Interest responses received.

DH approached again and the contact we need to speak to is on holiday. DH will continue to follow up.

4. Matters Arising and any further updates:

As schedule of actions below.

5. Discussion of Next Steps:

There was considerable discussion about the investigating of drainage into the River Wey upstream. Various members of the group will provide information they have available.

RD suggested setting up a sharepoint for information.

The group discussed how to proceed with Stage 1 and re-affirmed that tendering to ‘Design and Build’ Contractors was the most appropriate way forward.

NEW ACTION: NB / DH to investigate Google drive / Dropbox or similar for sharing documents rather than by email.

6. Agree date and content of meeting with the Community & Stakeholder Focus Group:

The first meeting of this group is to be arranged for Wednesday, 2nd July in the Town Hall at 6.00 p.m. when this group will be brought up to date with progress. At this meeting it will need to be determined the following and the agenda proposed to include:

- Welcome & Introductions
- Apologies for Absence
- Project Structure
- Membership of the Focus Group
- Purpose of the Focus Group
- Election of Chair
- Report from King’s Pond Task & Finish Group
- General Discussion
- Next Meeting Dates

DH asked for some members from the Task & Finish Group to attend.

There was discussion of chairing of the meeting and the group agreed that Community & Stakeholder Focus Group would benefit from being chaired by a non Councillor.

Agreed that the presentation needs to be visual rather than discussion only.

NEW ACTION – DH / NB to put visuals together for presentation.

9. Agree date for next meeting of the Task & Finish Technical Group:

The next three meetings will be on:

Thursday 31st July: 16 Market Square 9:30am – 11:00am

Thursday 21st August: 16 Market Square 9:30am – 11:00am

Thursday 25th September: 16 Market Square 9:30am – 11:00am

DRAFT

ACTIONS FOR THE TASK & FINISH GROUP - **OPEN**

Meeting held on 25 th March 2025			
No.	Action	Who	Update
3	Investigate where similar projects have been undertaken i.e. Anton Lakes, Andover (speak with June Chatfield)	TP	19/06/25 Still no response. TP is certain that it won't be a viable option due to volume of water is a lot greater.
Meeting held on 28 th April 2025			
No.	Action	Who	Update
11	DH will explore with the EA exactly which consents are required for Kings Pond.	DH	19/06/25 - EA were unable to attend the meeting but will endeavour to provide pre-application flood risk activity permit (FRAP) guidance which they are aiming to have ready for the meeting in July. They have created a reference number and the pre-application has been assigned to a permitting officer.
12	DH was asked to enquire of Ecology Partnership for regular updates rather than waiting for the final report which he agreed would be useful.	DH	19/06/2025 - DH spoke with them on the phone. There are no further updates, and they are continuing with the Surveys
13	Evaluation of responses to Expressions of Interest Stage 1	DH/PH/PW	19/06/2025 – DH contacted the 3 responses we received and reminded them of what we are looking to achieve and asked for revised quotes. Received 2 responses.
Meeting held on 22 nd May 2025			
17	Approach to Water Environment	DH	19/06/2025 – DH approached and the contact we need to speak to is on holiday. DH will continue to follow up.
18	Approach Environment Agency/Thames Water/South East Water for drainage maps	DH	19/06/2025 – still being investigated.
Meeting held on 19 th June 2025			
19	Investigate St Albans and River Ver and Verulamium Park Lakes.	TP	https://www.stalbans.gov.uk/revitalising-river-ver-project Contact St Albans City & District Council to find out more details and possibly arrange a visit.
20	When TP & DH met with DJC she provided them with a lot of information	TP / DH	

	about the pond. Whilst they were investigating, they found a manhole cover in the footpath on the other side of the railway and could hear water running. They are unsure where the source of the water is coming from and where it is coming out. To investigate.		
21	Contact Cala and ask for information about the route of the Lasham drain through CALA site.	CA	
22	To investigate Google drive / Dropbox or similar for sharing documents rather than by email.	NB / DH	
23	To put visuals together for presentation.	NB / DH	

ACTIONS FOR THE TASK & FINISH GROUP – **CLOSED**

No.	Detail	Action	Update
Meeting held on 25th March 2025			
1	Send JQ minutes of the SE Water meeting (Brad Evans)	PH	Minutes sent 25/3/25. Action Closed
2	Produce critical timeline for work program and funding streams	PH	Kings Pond Outline Programme tabled at the meeting on 22 nd May to be amended to read “DRAFT” and then published
4	Draft letter for Expression of Interest and produce list of intended recipients	DH	Circulated brief to members of T&F by PH. Action Closed
5	Issue Expression of Interest letters to (a) project managers (b) potential design & build contractors)	PH	Issued 7/4/25 with responses requested by Friday 9 th May (due to bank holidays). Action Closed
6	Contact to be established with angling clubs who manage large lakes	PW	Regarding the action required to seek out any advice from local angling groups I had a very large enterprise in mind but have now discovered that they have sold off all the lakes to smaller clubs. My other choice was the local group known as Reading & District Angling Association (RDAA), a large club with responsibility for many ponds and lakes. I have had a recommendation back; Nick Haycock (nick_haycock@me.com). He is online as a Director at Haycock Environmental Consultants Ltd. Describes himself as a senior hydrologist and project manager specialising in lake, river and wetland creation with over 25 years’ experience. Action Closed.

7.	Contact to be established with Nick Haycock (plus recommendation from Tim Pinchen: Aquascience & Cain Bioengineering. Contact established & Expression of Interest issued	DH	Information sent to Nick Haycock, Aquascience & Cain Bioengineering.
8	Terms of Reference to be tabled at Full Council	PH/DH	Adopted by Full Council 9 th April 2025. Action Closed
9	JQ to approach Anthony Furnival to ask for a copy of the quote he obtained for a dredging + option for KP several years ago.	JQ	JQ advised that the Minutes should state that Anthony Furnival had “estimates” only. Therefore the action is closed and no quotes exist. Action, therefore, closed.
Meeting held on 28th April 2025			
No.	Action	Who	Update
9	JQ to approach Anthony Furnival to ask for a copy of the quote he obtained for a dredging + option for KP several years ago.	JQ	JQ advised that the Minutes should state that Anthony Furnival had “estimates” and that he declined to show ATC.
10	CA to seek information from CALA on the silt traps throughout the development on their construction and circulate to the group	CA	CA was informed by CALA they use a Marshalls Hydro Downstream Defender.
11	DH will explore with the EA exactly which consents are required for Kings Pond.	DH	Happy to provide pre-application guidance when we have a finalised proposal.
12	DH was asked to enquire of Ecology Partnership for regular updates rather than waiting for the final report which he agreed would be useful.	DH	Update received on 21/05/2025 no signs of water voles and Great Chested Newt.
13	Evaluation of responses to Expressions of Interest Stage 1	DH/PH/PW	Preliminary responses to be evaluated and report prepared to be circulated to this group for final recommendation to Full Council
Meeting held on 19th June 2025			
10	CA to seek information from CALA on the silt traps throughout the development on their construction and circulate to the group	CA	CA was informed by CALA they use a Marshalls Hydro Downstream Defender. 22/05/25 CA will investigate further to advise the group of the details of the silt traps. 19/06/25 CA sent brochure for the Downstream Defenders being used within the Cala site and a link to a more technical document on different drainage solutions.

14	Investigate where similar projects have been undertaken	TP	TP to speak to Dr June Chatfield (Alton Town Council to provide contact details by way of telephone number.) 19/06/2025 – Telephone number for Dr June Chatfield and TP Contacted. TP & DH met with DJC who provided him with a lot of information about the pond. Agreed this was the same as ACTION 1.
15	Downstream Defender	CA	To find out more details / specification about the Hydro Downstream Defender. Details shared.
16	Share details HCC APP Our Hants App	NB	https://www.hants.gov.uk/

13 June 2026

Delivered via email

Katherine Pang
Planning Service, Development Management
East Hampshire District Council
Penns Place
Petersfield
GU31 4EX

Dear Katherine

APPLICATION REF. EHDC-24-0027-FUL- LAND NW OF ACKENDER WOOD BASINGSTOKE ROAD

On behalf Wellhouse Developments LTD, Sallyann Kirch, Carina Carey, Richard Kirch, Vortal Homes Limited and Croudace Homes Limited (hereafter referred to as 'the Applicant'), we are pleased to submit revised and additional documentation in support of the above application following the end of the consultation process. This resubmission includes amended drawings and reports that respond specifically to the comments raised by consultees and the local community.

This resubmission is supported by the following reports, a full drawing list is provided in Appendix 1:

Report	Author
Letter of Support	Aster
Arboricultural Impact Report	SJA Trees
Biodiversity Net Gain Design Statement (inc. Letter of Intent from BNG Partnership)	CSA Environmental
Biodiversity Net Gain Metric	CSA Environmental
Design and Access Statement Addendum	Paul Brown Architects
Ecological Impact Assessment	CSA Environmental
Flooding Technical Note A091 / R003B	Abley Letchford
LVIA	CSA Environmental
Lighting Strategy	DFL
Nosie Strategy	Syntegra
Sustainability Statement	Turley Sustainability

The Pinnacle
20 Tudor Road
Reading
RG1 1NH

T 0118 902 2830 [turley.co.uk](https://www.turley.co.uk)

Background

As you will be aware, the original application for the development of this site was submitted in December 2024 and allocated ref. EHDC-24-0027-FUL for the following development:

Full planning application for residential development of 99 dwellings (Use class C3), access, informal and formal open space, together with associated drainage, utilities and all other associated works following the demolition of existing building.

At present, the site currently comprises 9.75ha of agricultural/grazing land, with an existing agricultural access track providing connections to the A339 (Basingstoke Road) in the northwest, and associated farm building situated along the western boundary. To the northeast, the site abuts Pertuis Avenue, providing connections to the existing residential community south of Alton Town Centre. To the south of the site is an extensive area of woodland known as Ackender Wood/ Alexandra Wood and it is acknowledged that an existing bridleway runs parallel to the south boundary along the edge of the woodlands (route number 265/712/1). To the west lies additional agricultural parcels.

The site is located within the parish of Beech, and adjoins the built up area boundary of Alton to the east as shown in Figure 1.

The Spatial Vision in the adopted Local Plan emphasises “Alton’s market town role will be strengthened with more housing, employment, retailing and improved facilities” in recognition of its position as the most sustainable settlement in the adopted settlement hierarchy.

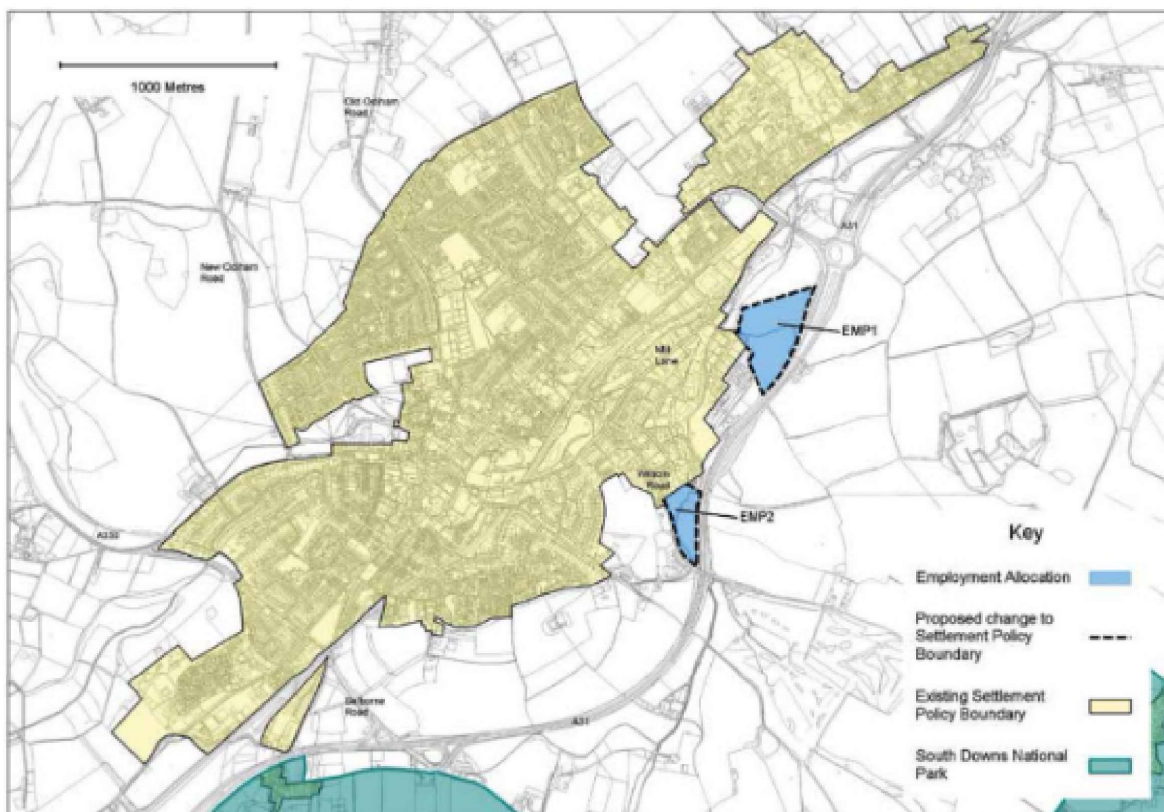


Figure 1 Extract of Map 1 of Housing and Employment Allocations Policies Map

Design and Residential Amenity

This planning applications seeks to ensure the design approach allows for an efficient use of land that meets the current housing needs within East Hampshire District through the Design and Access Statement addendum. The revisions to the site have followed constructive engagement through public consultation with stakeholders, representations through the application process, and design meetings with respective Officers at East Hampshire District Council. Through this process, the key revisions to the proposed layout are as follows:

- The form of the Main Street was out of character with an edge of settlement development and too linear in form.
- Pedestrian crossing points needed to be more pronounced to encourage use of the central green to increase legibility of routes.
- The streetscene roofscapes needed more variation, as the initial proposals showed too many side gables.
- Building lines required more consistency.
- New trees should be planted early and small as it was considered that this approach would ensure the growth and longevity of trees within the development.

The revised layout avoids a long straight street and is divided up into three different zones. Conventional roadway with footpaths along the western section, intimate private drives with detached houses overlooking the central green. The western section now forms part of the central spine road with formalised shared surface area overlooking the small green.

To reflect the advice of Hampshire County Council's LTP4 with its focus on "healthy streets" more opportunities to cross residential streets at convenient locations are provided through raised speed tables, dedicated pedestrian priority crossings with tactile paving have been incorporated into the layout around the central green.

The constructive Design Review process has enabled the detailed design to be developed as part of a collaborative approach between stakeholders and positively resolve concerns regarding layout typology and edge of settlement characteristics with greater variety of character in the street scenes; roof forms; materials and building line alignments. Pedestrian and cyclist routes have been given a high priority and legibility within the site has been improved through greater wayfinding, legibility and visual interest in transition across the site and inclusion of large garden sizes and variation in open space typologies.

Delivery of Housing

The Council published its Five Year Housing Land Supply Position Statement in February 2025¹ (covering the period 2023/24 to 2028/29). This report acknowledges that as the adopted Joint Core Strategy is more than five years old and therefore the appropriate housing needs against which to assess supply is that indicated by the standard method.

Paragraph 5.4 of the Position Statement sets out that, as of 1st April 2024, East Hampshire District Council (outside the SDNP) can demonstrate 2.7 years of deliverable housing land supply for the period 1st April 2024 to 31st March 2029, to meet the currently identified local housing need derived by the standard method. This is an equivalent **shortfall of 2,036 dwellings**.

EHDC's annual monitoring report (AMR; December 2024) confirms that Joint Core Strategy Policy CP13 seeks the provision of 40% affordable housing on all market-led sites. Table 7 within the AMR confirms that since 2011-12, the

¹ <https://www.easthants.gov.uk/sites/default/files/2025-02/Five%20year%20housing%20land%20supply%202024-29.pdf>

target of 40% of affordable housing completions across the district has been met in only one monitoring year (2023-2024).

The proposed development provides 40% affordable housing to delivered on-site, secured by way of S106 Legal Agreement attached to the decision notice. Croudace Homes have agreed Heads of Terms with Aster , a registered provider in affordable housing, with the resubmission accompanied by a letter confirming Aster's support of the proposed tenure mix in affordable housing to facilitate the delivery of this site and commitment to support strong, vibrant and healthy communities in line with the National Planning Policy Framework.

Flooding and Drainage

Hampshire County Council in its role as Lead Local Flood Authority, provided its comments on the application in March 2025. In response, the Applicant has undertaken additional technical work and modelling data to address these comments. The Technical Note prepared by Abley Letchford accompanies this resubmission, and provides additional information where necessary in respect of surface water treatment and groundwater monitoring following further site investigations.

Since the production of the Flood Risk Assessment, the Environment Agency has published new flood maps for surface water, and confirm that no part of the developable area of the site is subject to surface water flooding. The layout has been revised to accommodate revised SuDS basins in the western edge of the site, facilitating on-site water attenuation features that are well integrated within the receiving landscape.

Ecology

To align with the revised layout of the site, the Applicant has taken the opportunity to update the supporting Ecological Impact Statement to assess the potential impacts for development on the receiving biodiversity assets and green infrastructure. The Site presently comprises grassland fields utilised for equestrian/agricultural use with an associated access track and agricultural building to the west.

Ecological survey data suggests that the site can support protected bat populations, as well as reptiles and dormice. Whilst mitigation is proposed to address potential impacts on these protected species, there remains opportunities for ecological enhancement, including new habitat creation through boundary planting and the SuDS feature serving a dual purpose as a wildlife pond, as well as incorporation of bird nesting and bat roosting boxes within the fabric of buildings.

The Applicant is willing to accept suitably worded planning conditions that secure the delivery and implementation of a Construction Environmental Management Plan (CEMP) and Landscape and Ecology Management Plan (LEMP) detail the establishment and long-term management of retained and newly created habitats to maximise benefits for wildlife through the construction and operational phases of the development respectively. This is alongside bespoke Dormouse and Reptile mitigation strategies to minimise impacts and avoid significant negative effects with all relevant nature conservation legislation, as well as with the provisions of Policy CP21 of the East Hampshire District Local Plan.

In respect of Biodiversity Net Gain, the supporting Biodiversity Net Gain Assessment confirms that there are no 'irreplaceable habitats' on-site that would be lost, but the Applicant recognises there will be an inevitable loss of habitat given the baseline nature of the site, being in agricultural use. The Applicant is committed securing a minimum 10% net gain in biodiversity units through both on and off-site measures secured through a suitably worded planning condition and relevant legal mechanisms, having secured a Letter of Intent on behalf of the BNG Partnership submitted alongside this resubmission.

Landscape and Trees

At present, the site well enclosed with existing boundary treatment providing a strong landscaped buffers that assist in screening views to the site with development set back from the boundary. This is continued through with the

proposed development as shown on the updated landscape masterplan. In response to Landscape Officer comments, as well as stakeholder engagement, an updated Landscape Visual Impact Appraisal and Arboricultural Impact Report have been prepared and enclosed within this resubmission.

In regard to landscape matters, it is recognised that the site is allocated within the Beech Neighbourhood Development Plan as an area of non-coalescence. The Applicant would like to take the opportunity to reiterate that the site is a draft allocation (Policy ALT4) for residential development within the emerging Local Plan, as a planned extension to Alton. The existing medium-low density built form between Basingstoke Road and King's Road proceeds in a generally south-westerly direction from the centre of Alton. The proposals would represent a continuation of this which would be emphasised by provision of pedestrian and cycle connectivity through the north-eastern corner of the Site. A plan showing the surrounding context of the application site and the emerging vision for south and west Alton is enclosed in ref. PRB-WLA-024D (Site Allocations Plan).

The LVIA recognises that the current distance between Alton housing and Beech's Settlement Policy Boundary is only c.700 metres'. The proposal would reduce this distance to c.575 metres, that is by less than 20%. One would therefore still experience leaving one settlement and passing through an area of open countryside before entering another

The AIR confirms that there are no incursions in the adjoining ancient woodland, with the proposed development allowing for a minimum 15m buffer zone to avoid any potential harmful effects on the woodland. No Category 'A' trees, and no trees of high landscape or biodiversity value are proposed to be removed.

The site does not carry any statutory or non-statutory designations for landscape character or quality and the proposals would retain the majority of the mature trees on the Site boundaries and a belt of new trees would be planted on the western edge of the proposed built form to assist in protecting views from the west.

The development would have limited impact on the wider landscape, as the new dwellings would be well-related to the existing settlement and the development would benefit from firm, clear boundaries to the wider countryside, both existing and proposed while facilitating further pedestrian and cycle access and to the Public Rights of Way Network.

Heritage and Archaeology

Upon receipt of the application the Conservation Officer has advised they require a separate heritage statement/assessment for the nearby Wyards Farm, which is a Grade II* listed building. A Heritage Impact Assessment was subsequently submitted on 28 March 2025. In their updated representations on the scheme in April 2025, the Conservation Officer accepted the conclusions of the HIA in that:

“that due to the physical distance between the site and the heritage assets and the limited visibility of the Farmhouse from the site, the site makes no contribution to the significance of these heritage assets. The proposed development would be visible from the Farmhouse, but as a peripheral component of the views”

As such, the Conservation Officer raised no objection to the proposed scheme.

The County Archaeologist requested that the applicant provides additional information regarding the impact of the proposed development on archaeological artefacts, and subsequently requested a geophysical survey. The Applicant has since submitted additional information to address these comments. It is understood that the County Archaeologist is satisfied that any archaeological matters can be addressed at a post determination stage secured by the use of suitably worded planning conditions.

The Applicant welcomes the above response and has no further comment to add on this matter.

Highways

The Applicant has had constructive dialogue with HCC Highways following receipt of their comments in March. As such, the Applicant has been working to address these comments, including positive meetings directly with HCC Highways, and Officers at EHDC, to discuss safe and efficient access and egress from the site for all users.

This includes creating safe and well-designed pedestrian and cycle movements to support a genuine choice in travel modes as supported by Paragraph 77 of the Framework, while accepting the inevitable needs of the private car. The swept paths confirm that the proposed site access arrangement is acceptable to allow for all vehicles, including fire tender and refuse vehicles, with the revised layout providing a total of 294 vehicle bays, of which 250 are allocated bays and 44 visitor bays.

The Applicant would welcome further discussion with Officers at East Hampshire to fully address any outstanding issues regarding this matter.

Sustainability and Energy

The resubmission pack is supported by a revised Sustainability Statement, encompassing a Sustainability and Energy Strategy that outlines how the proposed development, submitted in full, will deliver a sustainable and well-designed development that aligns with adopted local standards, and reflect changes in national legislation in line with Building Regulations and Future Home Standards.

This includes both social and economic benefits associated with developments, including opportunities for job creation in the construction phases and economic expenditure from future residents during occupation of the development. Environmentally, with particular regard to climate change, the Sustainability Statement confirms that the approach sought through the proposed development includes the homes designed to be all-electric, exceeding the requirements of current Part L 2021 regulations through a range of fabric, energy efficiency and low carbon renewable energy which will allow residents to live net zero through the purchase of certified renewable electricity.

Agricultural Land

Agricultural land in England and Wales is graded between 1 and 5, depending on the extent to which physical or chemical characteristics impose long-term limitations on agricultural use. The principal physical factors influencing grading are climate, site conditions and soil which, together with interactions between them, form the basis for classifying land into one of the five grades. The Natural England regional Agricultural Land Classification map was published in August 2010 and identifies the site as Grade 3 agricultural land.

Grade 1, 2 and 3a are considered best and most versatile agricultural land ('BMV') as defined in National Planning Policy Framework.

Grade 3 land has moderate limitations which affect the choice of crops, timing and type of cultivation, harvesting or the level of yield, and is subdivided into Subgrade 3a (good quality land) and Subgrade 3b (moderate quality land).

The area of BMV land within the Site is below the threshold at which Natural England needs to be consulted, that being *"non-agricultural development proposals that are not consistent with an adopted local plan and involve the loss of twenty hectares or more of the best and most versatile land"*.

The proposed developable area falls well below the 20ha threshold identified by Natural England for consultation², with no objection being raised by Natural England to the loss of this land. Further it is considered that the principle of the loss of this agricultural land has been accepted by the Council through the emerging allocation of the site for development in the emerging Local Plan. It is important to recognise that much of the District is Grade 3 agricultural land with some areas of Grade 2 also located within the District according to the Natural England Agricultural Land

² Natural England Technical Information Note TIN049

Classification Maps. Notwithstanding this, it is clear that East Hampshire District Council require the development of greenfield sites in order to meet its housing requirements, inevitable leading to the loss of agricultural land across the district.

Noise

An updated Noise Assessment has been prepared by Syntegra and submitted in accordance with best practice that demonstrates how good design has been considered throughout the evolution of the proposed layout. The latest layout proposes a line of garden fences, notwithstanding landscaped offsets from Basingstoke Road and Pertuis Avenue, ensuring a reduced noise level at the façade.

The Noise Statement shows that through sensitive design and consideration of building envelope and materials, the proposed development will avoid future residents being exposed to harmful levels of noise in accordance with Policy 24 of the Joint Core Strategy and the National Planning Policy Framework in respect of noise pollution.

Lighting

In support of the revised layout, the Applicant has undertaken a revised Lighting Strategy prepared by DFL, outlining good practice measures and outlines a suitable approach for the proposed lighting for the site for the purpose of safety, security, wayfinding and amenity.

The strategy has been intended to set out a minimally obtrusive approach to the lighting, whilst ensuring it is necessary and considers the sensitivity of nearby human, environmental and ecological receptors in line with policy and best practice and British Standards for Lighting of Roads and Public Amenity Areas (BS 5489-1:2020). All lighting is intended to warm white colour temperature light to reduce the potential for adverse effects onto potentially sensitive receptors, including the ancient woodland to the south of the site and residential properties to the north of the site.

SUMMARY

We trust this letter has provided you with a summary of the key areas of the resubmission. We would direct you to the individual reports for detailed responses to specific consultee comments and assessments to the revised development proposals.

The applicant will continue to work with Officers to deliver an inclusive and sustainable scheme that provides genuine positive benefits to the local community and wider district.

We look forward to receiving formal acknowledgement of the revised application material. The Applicant would welcome the opportunity to have a meeting with Officers to discuss the changes and wider proposals at the earliest opportunity.

In the interim, if you have any questions or require any further information then please don't hesitate to get in touch with either myself or my colleague Tim Burden (tim.burden@turley.co.uk).

Yours sincerely

Peter Davis
Senior Planner



Appendix 1: Drawing List

Drawing Title	Drawing Ref.
Landscape Strategy Plan	CSA/6993/114/D
Horizontal Illuminance (lux)	3588-DFL-ELG-XX-LD-EO-13001-S3-P04
Outdoor Lighting Report	3588-DFL-ELG-XX-LD-EO-13002-S3-P04
Site Allocations Plan	PRB-WLA-024D

Drawing Title	Drawing Ref.
Constraints Plan_A1L	PRB-WLA-006D
Site Location Plan_A1L	PRB-WLA-013C
Site Layout 8_A1L Colour LoRes	PRB-WLA-014V
Materials Plan_A1L	PRB-WLA-015G
Refuse and Bin Storage Plan_A1L	PRB-WLA-016A
Affordable Housing Tenure Plan_A1L	PRB-WLA-017C
Enclosures Plan_A1L	PRB-WLA-018B
Hard Landscape Surface Materials Plan_A1L	PRB-WLA-019B
Parking Plan	PRB-WLA-020E
House Type Plans	PRB-WLA-030B-Aster
	PRB-WLA-031C-Aster
	PRB-WLA-032D-Beech
	PRB-WLA-033C-Bilberry
	PRB-WLA-036C-Clover
	PRB-WLA-037B-Grayling
	PRB-WLA-038D-Hazel
	PRB-WLA-039C-Hazel
	PRB-WLA-040D-Hazel
	PRB-WLA-041B-Kite
	PRB-WLA-042D-Laurel
	PRB-WLA-045B-Laurel-Cedar
	PRB-WLA-046B-Mallow
	PRB-WLA-047C-Mallow
	PRB-WLA-049B-Merlin
	PRB-WLA-050C-Siskin

	PRB-WLA-051C-Rose
	PRB-WLA-054B-Sorrel
	PRB-WLA-055C-Sorrel
	PRB-WLA-056C-Sycamore
	PRB-WLA-060B-Willow
	PRB-WLA-061B-Garages-1
	PRB-WLA-062B-Carports
	PRB-WLA-063A-Garages 2
	PRB-WLA-065C-Hazel
	PRB-WLA-066B-Sycamore
	PRB-WLA-068A-Aster
	PRB-WLA-069A-Laurel
Street Scenes	PRB-WLA-070C-Street Scenes
	PRB-WLA-071B-Street Scenes
	PRB-WLA-072C-Street Scenes
House Types Plans	PRB-WLA-073-Mallow
	PRB-WLA-074A-Sorrel
	PRB-WLA-075A-Sorrel
	PRB-WLA-076-Tortoiseshell
	PRB-WLA-077-Tortoiseshell
	PRB-WLA-078A-Wintergreen
	PRB-WLA-201B Supplementary Materials Schedule
	PRB-WLA-202A Planning Accommodation Schedule

Whitedown Lane Beech, ALTON Accommodation Schedule Layout 8						Revised 08/06/2025						
						To be Read in conjunction with PRB/WLA/014V						
Quantity	Tenure	2024 Type	Beds/Persons		Storeys	Split		PRB/WLA/202A				
7	Sale	Mallow	5	9	2	7	59	Premium				
4	Sale	Clover	4	8	2	26						
7	Sale	Rose	4	7	2							
8	Sale	Sorrel	4	7	2							
6	Sale	Aster	4	7	2							
1	Sale	Bilberry	4	6	2							
6	Sale	Kite	3	4	2	9	59	Select				
2	Sale	Siskin	3	4	2							
1	Sale	Merlin	3	5	2							
5	Sale	Grayling	3	5	2	17		59	Signature			
6	Sale	Tortoiseshell	3	5	2							
6	Sale	Wintergreen	5	9	2							
2	Aff	Willow	4	6	2	2	40		Affordable			
4	Aff	Beech	3	5	2	10						
6	Aff	Laurel	3	5	2	16						
15	Aff	Hazel	2	4	2							
1	Aff	Cedar	2	4	2							
6	Aff	Sycamore	1	2	1							
6	Aff	Sycamore	1	2	1	12						
99												
Affordable Provision		Site Area Gross		Red line	7.95	Ha	Mix	Overall %	Sale %	Aff %		
		Site Area Net			4.18	Ha	4/5 Bed	41%	66%	5%		
Target		40%		40	Density	24	Dw/Ha	3 Bed	30%	34%	25%	
							2 Bed	16%	0%	40%		
Current Layout		40%		40	Site Area Net		10.33	Acres	1 Bed	12%	0%	30%
							Density	10	Dw/Acre	Totals	100%	100%

1. Existing Landscape Framework

The site benefits from an existing landscape framework of ancient woodland along the southeast boundary and dense field boundary vegetation along Pertuis Avenue in the northwestern boundary of the Site. There is also a large area of wildflower meadow in the eastern part of the Site. The majority of the existing vegetation will be retained and would be enhanced with additional tree, thicket and wildflower meadow planting. The existing meadow will be retained along the south eastern boundary, with the native hedgerow planting separating the area from the residential development.



2. Sustainable Drainage Features

Surface runoff water will be captured in drainage basins which will be located in the northern area of the open space. The basins will be designed to form an integral part of the open space and would include species rich grasslands, and areas of marginal planting.



Indicative Planting Palette

A variety of planting across the new residential area will achieve a high-quality landscape design and help to integrate the new development into the existing landscape framework. The proposed planting will reflect the character of the area and provide an attractive place to live while softening the built form throughout the development and its surroundings. Native hedging will be used alongside the development edge where it adjoins the new open space. Within the development area a more ornamental palette of trees and shrubs will be used to provide seasonal interest and colour. Orchard planting is also proposed south of the Site with an integrated picnic area. The Proposed planting will be easily maintained and compliment the setting of the new residential development.



Native/Focal Trees :

Quercus robur
Aesculus hippocastanum
Fagus sylvatica
Acer Campestre

Avenue/ Ornamental Trees

Acer campestre 'Elsrijk'
Pyrus calleryana 'Chanticleer'
Carpinus betulus 'Frans Fontaine'
Liriodendron tulipifera

Orchard Trees

Crataegus x prunifolia
Prunus cerasifera

Common Oak
Horse Chestnut
Common Beech
Field Maple

Field Maple 'Elsrijk'
Callery pear 'Chanticleer'
Hornbeam 'Frans Fontaine'
Tulip Tree

Plum-leaf Thorn
Cherry Plum

KEY

- Site Boundary
- Existing Vegetation
- Removed Vegetation

Softscape

- Focal Trees
- Avenue Trees
- Standard Trees
- Orchard Trees
- Native Hedge
- Ornamental Hedge
- Retained Grassland
- Proposed Meadow
- Mown Path
- SuDS Basin
- Wet Thicket
- Thicket Planting

Equipment

- Local Area for Play
- Local Equipped Area for Play
- Trim Trail
- Informal Seating (benches, picnic tables, etc)

Hardscape

- Recreational Footpath
- Block Paving

Public Footpath

Gabion Wall

Public Bridleway

Western Open Space

The Development will be pulled back in the west to align with the edge of Ackender Wood. The land to the west will be retained as green open space with a strongly treed boundary defining the edge of the proposed new residential development. This would assist in maintaining a strong sense of separation between the extended edge of Alton and Beech.

3. Orchard Planting

An attractive orchard planting is proposed along the south of the Site, to diversify the visual character of the recreational route. The Orchard would incorporate a picnic area to encourage community interaction. The orchard would be located away from the westernmost part of the Site, preventing intrusion into the rural character of the views from the footpaths to the south west of the Site.



4. Recreational Route

A recreational route would be created around the Site to make the proposed development more accessible and linking the development with the existing settlement. The type of path would be varied to support the characters of the area hoggin pathway across the open area to the south and west, paved footpath across the residential development and, with mown pathway across the existing meadow, the retained meadow would further enforce the buffer from the ancient woodland.



5. Play Equipment

A variety of play opportunities will be provided across the Site, including formal play areas and trim trails. A 'village green' space will be located near the centre of the Site to serve as a focal point for the new community and also as a place for informal recreation. The LEAP will be located here. The LAP will be located east of the residential units. These play areas will allow natural surveillance over them from the new housing and will include a range of play equipment providing different play experiences and will be adjoined with open spaces to allow play to continue informally into those wider area. A recreational route through the western open space is proposed to incorporate trim trails with naturalistic play features; this would encourage additional less formal exercise along the walking route by the basins.





1 November 2024

Community Financed Solar Energy Proposal

Alton Town Council
Town Hall,
Market Square,
Alton
Hampshire
GU34 1HD

Dear Wendy

Thank you for allowing us to submit our proposal for a community financed solar power provision for the building that Alton Town Council leases to Energique Health Club and Spa Ltd, Anstey Lane, Alton GU34 2NB

.

Energise South Downs has carried out two site visits with Martin Heath of JPH Renewables, a local renewable energy installer.

You have told us that your overall objective is a community financed project that will decarbonise one of Alton Town Council's assets.

The benefit of working with us is that you will get a solar system designed, built and operated for free by ourselves, on behalf of the community. In addition, you and the wider community will be able to invest and take a stake in the project. This community ownership model has a powerful effect in bringing closer ties to a community as well as educational benefits and generating a community benefit fund for future projects in the community.

We will pay back our investors by selling electricity back to Energique Health Club and Spa Ltd. We believe community energy plays a vital role in the energy transition in terms of creating local ownership and community involvement in important projects to tackle climate change.

Over the next few pages, you will find the following:

1. Design and Construction information
2. Proposal/Offer
3. The respective roles of parties
4. Next steps

[ESD.ENERGY](https://www.esd.energy) - Powering the Energy Transition in the South Downs and Surrounding Areas

Energise South Downs Ltd. Community Benefit Society Registered with the FCA Number 8880. Cedar House, 5 College Street, Petersfield, Hampshire, GU315AE

1. Design and Construction information

The potential solar photovoltaic (PV) system layout is shown below in Figure 1.

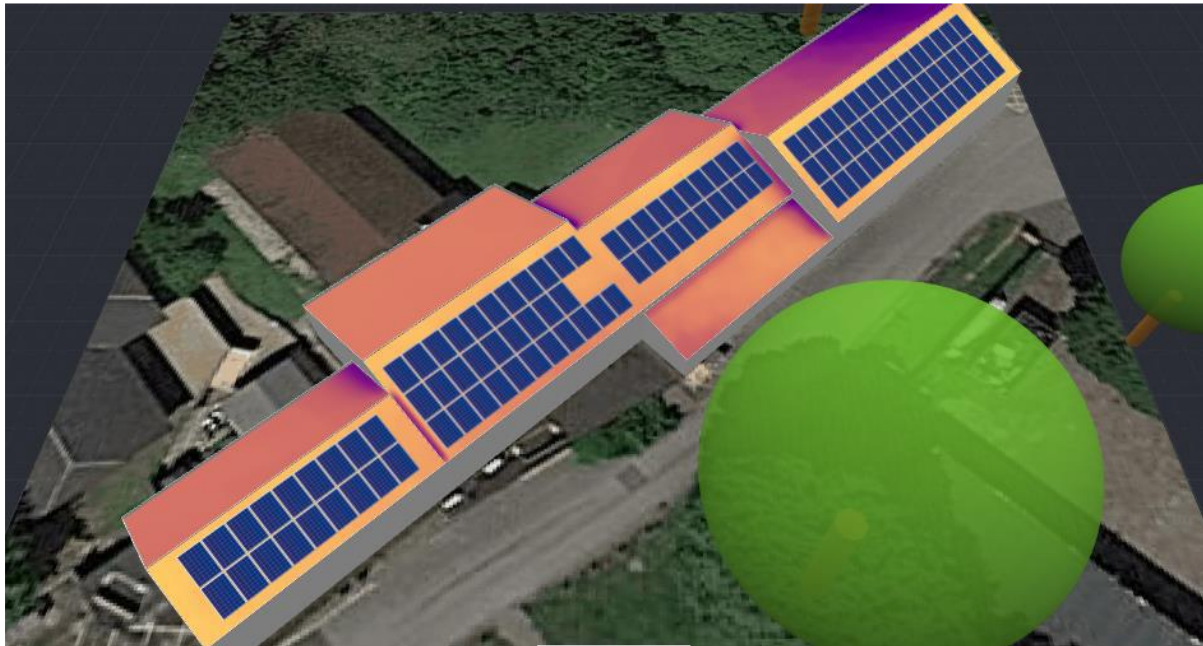


Figure 1.

How much energy will the system generate?

Installed kWp	48.45 kWp
Annual Energy Production	28 849 kWh
Co2 Emissions Saved Annually	7.0t (annually)
Equivalent Trees Planted	70 (annually)

Estimated Consumption

The energy performance model uses data taken from the electricity meter at Energique. The solar array will supplement the energy requirements of Energique.

C. Estimated PV self-consumption - PV Only		
Assumed annual electricity consumption, kWh	133,809.76	kWh
Assumed annual electricity generation from solar PV system, kWh	28,849	kWh
Expected solar PV self-consumption (PV Only)	28,692.34	kWh
Grid electricity independence / Self-sufficiency (PV Only)	21.44	%

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The installation will meet the standards of the micro-generation certification scheme (MCS) and will meet the building regulation requirements. It will be designed, engineered and manufactured to the highest standards. The system has been designed to be flexible and expandable.

Warranty

Panels have a 30-year performance warranty. Inverters have a 12-year warranty which can be extended to 20 years, optimisers have a 25 year warranty.

Installer work includes: -

- Design of the system
- Applying to the grid operator (SSE) for permission to connect the grid
- Erection of any scaffolding.
- All the necessary mounting systems, switches, cables, pipes and meters to safely operate the system and to ensure it meets the required standards.
- Connecting the inverter to the existing building electricity supply distribution system.
- Testing and commissioning of the system to meet G99 and MCS standards.
- Notification of commissioning to SSE.
- Providing building control notification and certification
- Registration of the system with the grid operator.

2. Proposal to Alton Town Council

Energise South Downs is proposing an agreement with a term of 20 (twenty years), consisting of a roof top lease for Energise South Downs to operate on Alton Town Council's site in Anstey Lane, Alton GU34 2NB. Alton Town Council currently lease this building to Energique Heath Club and Spa Ltd.

.

Details of the offer are as follows:

- Energise South Downs will finance and commission the install of community owned solar photovoltaics (PV) at no cost to Alton Town Council
- Energise South Downs will manage the installation and the ongoing maintenance of the solar PV installation.
- Energise South Downs will supply a lease to Alton Town Council who will be the host/landlord of the solar PV installation.
- Energise South Downs will have a **Power Purchase Agreement (PPA)** to supply energy to Energique Health Club and Spa Ltd.
- The described lease and PPA will form legal contracts between the parties, with a 20-year term.

[ESD.ENERGY](#) - Powering the Energy Transition in the South Downs and Surrounding Areas

Energise South Downs Ltd. Community Benefit Society Registered with the FCA Number 8880. Cedar House, 5 College Street, Petersfield, Hampshire, GU315AE

- To ensure investors get a return, income from the panels will accrue to Energise South Downs during the 20-year term of the PPA.
- After the 20 year term the panels will be gifted to Alton Town Council, we anticipate the solar PV system will continue to generate power for over 30 years at virtually no cost.

3. The Respective Roles of all Parties

Alton Town Council (Landlord)

The host Alton Town Council (Landlord) leases its roof space to Energise South Downs (Funder/Tenant).

Energise South Downs (Tenant)

Energise South Downs will lease the roof top from Alton Town Council. Energise South Downs will fund, own, operate, and maintain the Solar PV system throughout the term, and agree a purchase of electricity via a PPA with Energique.

Energise South Downs Community Energy will manage the following processes:

- Planning consent
- Financial modelling and power purchase agreement.
- Fundraising to raise the capital for the project
- Community engagement
- Project management for construction
- Maintenance and asset management for the life of the system for the agreed term.
- Operational insurance for the solar system from commissioning. Construction insurance will be the responsibility of the solar installer
- Billing for electricity usage

Energique

Energise South Downs will have a financial arrangement with Energique. This will consist of a PPA, where Energique agrees to purchase the power produced by the solar PV installations

4. Next steps

The progression of the project is subject to:

- Exclusivity agreement in the form of Heads of Terms
- Grid acceptance by SSEN
- Planning permission
- Structural surveys
- Agreement on lease and power purchase agreement terms
- **Review and Agree on the Heads of Terms (HoTs)**

[ESD.ENERGY](https://www.esd.energy) - Powering the Energy Transition in the South Downs and Surrounding Areas

Energise South Downs Ltd. Community Benefit Society Registered with the FCA Number 8880. Cedar House, 5 College Street, Petersfield, Hampshire, GU315AE

Initial Review: We invite you to review the proposed Heads of Terms, which outline the Lease agreement between Alton Town Council and Energise South Downs.

Clarification and Amendments: Should there be any aspects of the HoTs that require clarification or if amendments are desired, you are encouraged to communicate these to us. We are prepared to discuss and refine the agreement to ensure mutual understanding and satisfaction.

Formal Agreement: Following any necessary discussions and adjustments, the next step is to formally agree on the HoTs. This will involve signing the document indicating agreement to proceed under the defined terms.

- **Preliminary Assessments and Permissions:**

With the HoTs agreed, we will initiate the detailed assessments and applications required to move forward including planning, DNO/grid consent and structural surveys.

- **Formal Agreement and Project Initiation:**

Upon successful completion of the preliminary assessments and securing of necessary permissions, both parties will work towards finalising the formal PPA. The installation of the solar PV system will proceed once these contracts are in place.

- **Regular Updates and Communication:**

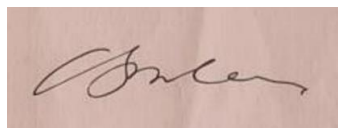
Throughout this process, we commit to providing you with regular updates and maintaining open communication to ensure a transparent and collaborative partnership. This streamlined approach ensures that we can efficiently move through the initial stages of agreement on the HoTs, addressing any clarifications or amendments promptly, and setting a solid foundation for the subsequent steps required to realise the solar PV project at your premises.

If you are happy with our proposal, we would like to enter an exclusivity arrangement in the form of Heads of Terms to enable us to start the more detailed process of designing and developing the array.

This exclusivity agreement will also confirm that you intend to sign the Lease. Once all the preliminary assessments and permissions are given, the parties will agree the final conditions of the Lease, ESD will then organise the relevant funding and community engagement, and the project can proceed to the installation and commissioning phase.

We are very much looking forward to working with you to support your energy needs and as part of the community response to tackling climate change.

Kind Regards



Catriona Cockburn
CEO
Energise South Downs

[ESD.ENERGY](https://www.esd.energy) - Powering the Energy Transition in the South Downs and Surrounding Areas

Energise South Downs Ltd. Community Benefit Society Registered with the FCA Number 8880. Ceder House, 5 College Street, Petersfield, Hampshire, GU315AE

ESD OFFER DRAFT
FOR DISCUSSION
SUBJECT TO CONTRACT

DATED _____

[ALTON TOWN COUNCIL]

and

ENERGISE SOUTH DOWNS LIMITED

Lease

relating to Property known as [xxxx]

Commented [AF1]: NB a separate Agreement for Lease is also needed, to be issued to Landlord at the same time as the draft Lease.

NOTES:

- (1) This Lease envisages generation of electricity by roof top solar, with export to the grid. No Landlord consumption of electricity is included or any form of Landlord Power Purchase Agreement.
- (2) An assumption has been made that this Lease will be entered into following review by the Tenant's Funder (if relevant) and that any relevant amendments to the Lease will be incorporated prior to execution.
- (3) No rent review provisions have been included. If rent review is required appropriate provisions should be incorporated.
- (4) This is a draft lease. Everything enclosed in square brackets e.g. [xxx], must be considered and/or information filled in and the square brackets removed before signing.
- (5) The provision of this Lease by ESD is not the provision of legal advice. You will need to take legal advice before using this document. ESD shall not be liable to any person whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising in connection with the use of this document, and furthermore shall not be liable to the user for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill or any indirect or consequential loss.

CONTENTS

CLAUSE No. HEADING

1	DEFINITIONS
2	INTERPRETATION
3	GRANT TO TENANT
4	TENANT'S RIGHTS
5	TENANT'S COVENANTS
6	LANDLORD'S RESERVED RIGHTS
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8	WARRANTIES
9	INSURANCE
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Schedules

1	The Property
2	Documents and matters affecting title
3	The Solar PV System
4	Calculation of Purchase Price to be paid by the Landlord

LAND REGISTRY PARTICULARS

LR1. Date of lease	
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this Lease is granted. Leave blank if not registered.</i> [TBC]
	LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> [TBC]
LR3. Parties to this Lease <i>Give full names and addresses of each of the Parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.</i>	Landlord [Alton Town Council], [insert relevant legal details i.e. legal form, address etc]. Tenant ENERGISE SOUTH DOWNS LIMITED , a Community Benefit Society registered under the Co-operative and Community Benefit Societies Act 2014 with registered number 8880, whose registered address is 44 Pulens Crescent, Petersfield, Hants, GU31 4DH. Other parties [None.]

ESD OFFER DRAFT
FOR DISCUSSION
SUBJECT TO CONTRACT

LR4. Property <i>Insert a full description of the land being leased</i> <i>Or</i> <i>Refer to the clause, schedule or paragraph of a schedule in this Lease in which the land being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this Lease and any floor levels must be specified.</i>	In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail. The airspace immediately above that part of the Building (as more particularly described in Schedule 1 to the Lease and shown edged red on the Plan) which is owned or leased by the Landlord up to a height of two (2) metres above the roof surface (as measured perpendicular to the angle of that roof surface). The Property shall exclude: (a) the Solar PV System and any other Tenant's fixtures and equipment, plant or machinery; (b) any part of the roof of the Building; and (c) any structural part of the Building.
LR5. Prescribed statements etc. <i>If this Lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the statement.</i> <i>In LR5.2, omit or delete those Acts which do not apply to this Lease.</i>	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. Not applicable. LR5.2 This Lease is made under, or by reference to, provisions of: Not applicable.
LR6. Term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i> <i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the Lease under rule 6 of the Land Registration Rules 2003.</i>	The Term shall be twenty-five (25) years from the Commencement Date unless terminated earlier in accordance with the terms of this Lease.
LR7. Premium <i>Specify the total premium inclusive of any VAT where payable.</i>	None.
LR8. Prohibitions or restrictions on disposing of this Lease	This Lease contains a provision that prohibits or restricts dispositions.

ESD OFFER DRAFT
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LR9. Rights of acquisition etc. <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.</i>	LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None.
	LR9.2 Tenant's covenant to (or offer to) surrender this Lease None.
	LR9.3 Landlord's contractual rights to acquire this Lease None.
LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property. <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.</i>	None.
LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the easements.</i>	LR11.1 Easements granted by this Lease for the benefit of the Property The easements granted for the benefit of the Property as specified in this Lease at clause 4.
	LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property The easements granted or reserved by this Lease over the Property as specified in this Lease in Schedule 1 [TBC].
LR12. Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the rentcharge.</i>	None.

LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 3 to the Land Registration Rules 2003.</i>	None.
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable.

This Lease creates a “new tenancy” for the purposes of the 1995 Act.

THIS LEASE (Lease) is made on [date] 2025

between:

- (1) [ALTON TOWN COUNCIL], a [insert relevant legal details i.e. legal form, address etc] (Landlord); and
- (2) ENERGISE SOUTH DOWNS LIMITED, a Community Benefit Society registered under the Co-operative and Community Benefit Societies Act 2014 with registered number 8880, whose registered address is 44 Pulens Crescent, Petersfield, Hants, GU31 4DH (ESD or Tenant);

individually a **Party** and together the **Parties**.

BACKGROUND:

- (A) ESD is a community benefit energy company whose business is to install solar photovoltaic panels on the roofs of suitable properties. ESD then generates renewable electricity from those panels, which it supplies to the owners or occupiers of those properties, and exports any excess to the electricity transmission network. ESD's income comes from the sale of that electricity to such owners or occupiers and the tariffs paid for exporting any excess electricity to the network.
- (B) ESD seeks to generate renewable electricity rather than maximise profits; to contribute to the community financially, educationally and in the achievement of their sustainability agendas; and to pay a fair amount of interest to its investors sufficient to obtain and retain the capital it requires.
- (C) The Landlord is the [owner / tenant] of the Property and wishes to allow ESD to generate renewable electricity from an installation of solar photovoltaic panels on the roof of the Property (the Solar PV System, as defined below).
- (D) The Parties have agreed to enter into this Lease to record the terms and conditions under which ESD will be allowed to access and use the roofs of the Property to install, operate and monitor the Solar PV System at the Property and to generate, supply, export and sell the electricity generated by the Solar PV System.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Lease including its schedules the following expressions have the meanings indicated:

Authorised Person: means any person authorised by the Landlord to enter the Estate.

Authorisation(s): means any authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration required for the development and operation of the Solar Project.

Building: means the building [known as [-]] and shown for identification edged blue on Plan 1] which forms part of the Estate and on which the Property is situated.

CDM Regulations: means the Construction (Design and Management) Regulations 2015.

ESD OFFER DRAFT
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Commencement Date: means the date of commencement of the Term, in accordance with clause 3.5 (Conditions for the Commencement Date).

Common Parts: means all areas in or forming part of Estate from time to time intended for the common use of more than one tenant or occupier or which are not designed to be let to occupational tenants and includes any car parking areas provided for the use of the general public or other visitors to the Estate; as shown in Plan 2 as set out in Schedule 1.

Conducting Media: means all sewers, drains, pipes, wires, watercourses, subways, cables, apparatus, conduits and any other media or works for the conduct or transmission of any service matter or material.

Equipment: means the meter(s), inverters, wiring, cabling, wiring switch gear, controls, conducting media for the passage of electricity, connections and all related equipment, attachments, plant and machinery required to enable the connection of the solar electricity generating system to the electricity supply for the Building and to the Grid for the export by ESD of any unconsumed output all of which forms part of the Solar PV System.

Estate: means the estate known as [xxxx] being the whole of the property registered under the title numbers set out in clauses LR2.1 and LR2.2.

Export Payments: means any payments payable to the Tenant for electricity generated by the Solar PV System which is exported or deemed to be exported to the Grid including but not limited to payments under the Smart Export Guarantee.

Force Majeure Event: means the occurrence after the Commencement Date of:

- (a) epidemic or pandemic, war, civil war, armed conflict or terrorism;
- (b) nuclear, chemical or biological contamination unless the source or the cause of the contamination is the result of the actions of or breach by the Tenant;
- (c) pressure waves caused by devices travelling at supersonic speeds.

Good Industry Practice: means the degree of skill, care and diligence, prudence and foresight, which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced energy company engaged in constructing and/or operating and maintaining a project of a similar size, type, scope and complexity as envisaged under this Lease and under the same or similar circumstances.

Group Company: means, in relation to the Tenant or other lawful occupier of the Property, a any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant.

Grid: means the electricity distribution system for transmission of electricity (both local and high voltage) in England and Wales as operated by transmission network operators licensed by Ofgem.

Insured Risks: means:

ESD OFFER DRAFT
FOR DISCUSSION
SUBJECT TO CONTRACT

- (a) fire, lightning, earthquake, subsidence, heave, landslip, explosion, terrorism, aircraft, riot, storm, tempest, flood, burst pipes, malicious damage and impact damage; and
- (b) such other insurable risks and on such terms as the Landlord may from time to time reasonably consider necessary.

Interest Rate: means interest at the base rate from time to time of the Bank of England or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

LTA 1954: means the Landlord and Tenant Act 1954.

Landlord's Neighbouring Property: means each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as [DESCRIPTION OR ADDRESS OF THE LANDLORD'S NEIGHBOURING PROPERTY] [registered at HM Land Registry with title number[s] [TITLE NUMBER[S] IF REGISTERED]] [shown edged blue on Plan 3].

Meter Point: means the metering configuration and apparatus that measures the aggregate amount of electricity produced by the Solar PV System delivered to the Meter Point.

Ofgem: means the Office of Gas and Electricity Markets or any successor body.

Permitted Use: means the use of the Property by the Tenant for:

- (a) all activities related to the development, construction, installation, connection, commissioning, operation, monitoring, access and egress, maintenance, ownership, financing, renewal, repair, replacement, supplementing, decommissioning and removal of the Solar PV System;
- (b) the generation, supply, export and sale of the electricity generated by the Solar PV System;
- (c) the collection of Export Payments, Renewables Benefits and all similar incentives and allowances; and
- (d) uses ancillary or preparatory to the above.

Plan 1 [Plan 2 / Plan 3]: means the plan set out in Schedule 1 marked "Plan 1" [Plan 2 / Plan 3].

Property: means the Property as described in LR4 of the Land Registry Particulars and in Schedule 1.

Purchase Price: means the sum due to the Tenant as provided in this Lease as set out in the table in Schedule 4.

Rent: means the amount set out in clause 3.4.1.

Renewable Benefits: means any payment, credit, relief, allowance, entitlement, benefit or other financial support receivable by the Tenant from time to time under a contract, governmental scheme or at law that relates to the Solar PV System or the electricity generated by the Solar PV System resulting from its renewable nature.

ESD OFFER DRAFT
FOR DISCUSSION
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Reservations: means all of the rights excepted, reserved and granted to the Landlord by this Lease as set out in clause 6.

Retained Property: means the Estate excluding the Property but including all Conducting Media serving the Building.

Solar Array: means the photo-voltaic solar panels and the roof mounting system.

Solar Project: means the development, construction, installation, connection, commissioning, operation, monitoring, access and egress, maintenance, ownership, financing, renewal, repair, replacement, supplementing, decommissioning and removal of the Solar PV System on the Property; including ESD's rights to generate, supply, export, sell the renewable electricity generated by the Solar PV System and to collect Export Payments, Renewables Benefits and all similar incentives and allowances.

Solar PV System: means the solar electricity generating system to be installed and operated by ESD from time to time on or within the Property and/or the Building by the Tenant, including any or all its component parts not limited to the Solar Array and the Equipment, for the Solar Project; as detailed in Schedule 3.

Tenant's Funder: means a person or body providing funding to the Tenant for the Solar Project from time to time of whom the Landlord has received written notice.

Term: means the duration in years of this Lease as specified in clause LR6.

Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this Lease in the property, proprietor and charges register of title numbers [TBC].

VAT: means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement tax and any additional tax.

Utilities: means the drainage of surface water and sewage and the supply or transmission of electricity, gas, telecommunications, water or any other services or supplies made to or consumed in the Estate.

2. INTERPRETATION

- 2.1 A reference to this **Lease**, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 2.2 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 2.3 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 2.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

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- 2.5 Unless the context otherwise requires, references to the **Building**, the **Common Parts** and the **Property** are to the whole and any part of them or it.
- 2.6 The expression **neighbouring property** does not include the Building.
- 2.7 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 2.8 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 2.9 Any obligation on a Party not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 2.10 Unless the context otherwise requires, any words following the terms **including** or **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.12 A reference to **writing** or **written** excludes fax and e-mail.
- 2.13 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Lease and references to paragraphs are to paragraphs of the relevant Schedule. The contents of the Schedules form part of this Lease as if set out in full in the body of this Lease.
- 2.14 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 2.15 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; and words in the singular shall include the plural and in the plural shall include the singular.

3. GRANT TO THE TENANT

- 3.1 The Landlord lets to the Tenant with full title guarantee the Property for the Term;
- 3.1.1 together with the rights referred to in clause 4, for the benefit of the Tenant and any person deriving title under the Tenant;
- 3.1.2 to be enjoyed in common with the Landlord and any Authorised Persons unless otherwise stated;
- 3.1.3 to be capable of exercise by the Tenant's employees, contractors, agents and other authorised representatives; and

- 3.1.4 to be exercised subject to:
- (a) the provisions of this Lease;
 - (b) the Reservations;
 - (c) any documents and matters referred to in Schedule 2; and
 - (d) the Tenant, pursuant to clause 3.4 (Rent), yielding and paying during the Term the Rent.
- 3.2 Except as mentioned in this clause 3, neither the grant of this Lease nor anything in it confers any right over the Common Parts or any other part of the Building or any neighbouring property and section 62 of the Law of Property Act 1925 does not apply to this Lease.
- 3.3 **Quiet enjoyment**
- Subject to payment of the Rent (if demanded) and compliance with the tenant's covenants, the Tenant shall be entitled quietly to enjoy the Property throughout the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 3.4 **Rent**
- The Tenant shall pay during the Term:
- 3.4.1 the amount of one pound (£1) per year (**Rent**) (together with any VAT) if demanded;
 - 3.4.2 all interest payable under this Lease; and
 - 3.4.3 all other sums due under this Lease.

4. TENANT'S RIGHTS

The Landlord grants the following rights to the Tenant.

- 4.1 **Light**
- 4.1.1 The right to the full free and unobstructed passage of light (including sunlight) and the passage of air belonging to or enjoyed by the Property as of the date of this Lease.
- 4.2 **Construction and operation of the Solar PV System**
- 4.2.1 The right of access over the Estate to the Property for all requirements of the Permitted Use and in order to exercise the rights granted in clause 3 and clause 4 of this Lease and to comply with the tenant's covenants.
 - 4.2.2 The right to carry out investigative works including surveys on such parts of the Estate as the Tenant shall from time to time require in connection with the Permitted Use, subject to the Tenant giving to the Landlord reasonable prior notice.
 - 4.2.3 The right to install, affix, rest upon, maintain, clean, repair, renew and replace the Solar PV System on the Building in accordance with Good Industry Practice including for the avoidance of doubt the right to execute works to the Solar PV System on the Property and to connect it to the Conducting Media.

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- 4.2.4 The right to remove all or any part the Solar PV System during or after the expiry of the Term or on earlier termination of this Lease, in accordance with the provisions of this Lease.
- 4.2.5 The right to use such areas of the Estate as the Landlord may agree (such agreement not to be unreasonably withheld or delayed) (including without limitation temporary areas required for storage of materials working areas parking of vehicles and construction compounds) subject to giving reasonable prior notice to the Landlord.
- 4.2.6 The right to enter the Building to inspect and take readings from the Meter Point (which shall include collecting data to monitor the electricity generated by the Solar PV System or exported to the Grid, including by way of remote monitoring).
- 4.2.7 The right during the daytime except in the case of emergency (or as reasonably required by the Landlord) to enter the parts of the Building enabling access to the Property with workmen and equipment for the purposes of the Permitted Use provided that:
- (a) the Tenant shall give reasonable written notice (being not less than seven days) unless there is an emergency when no notice will be required to the Landlord and the occupiers of any Landlord's Neighbouring Property of its intention to exercise such right;
 - (b) the Tenant shall exercise such right in a way so as to cause the Landlord as little inconvenience as may be reasonably practicable and in compliance with the Landlord's reasonable requirements as to the timing of such access; and
 - (c) the Tenant shall comply with the Landlord's reasonable requirements as to the carrying out of any works and shall make good all damage caused to the satisfaction of the Landlord.
- 4.2.8 The right to erect temporary scaffolding abutting the Building to:
- (a) enable installation and maintenance of the Solar PV System;
 - (b) be erected in such position as the Landlord may approve (acting reasonably);
 - (c) be removed as soon as reasonably practicable,
- and any damage to the Building or the Estate by the erection or removal of the scaffolding being made good promptly to the reasonable satisfaction of the Landlord.
- 4.2.9 The right to enter the Estate on not less than forty-eight (48) hours' prior notice (except in case of emergency) to take such action (at the cost of the Landlord) as necessary to remedy a breach by the Landlord of this Lease which shall include the felling, lopping or cutting from time to time of all trees and branches which now or may hereafter be growing on the Estate or any neighbouring land owned by the Landlord, which would if not lopped or cut, obstruct or interfere with the generation of electricity from the Solar PV System or the exercise of the rights granted under this Lease, provided that the Tenant shall remove all felled trees, lopped branches and related debris and leave the affected parts of the Estate in a tidy condition.
- 4.3 **Rights of Access**
- 4.3.1 The right of passage over the access routes with or without vehicles at any time for all purposes in connection with the Permitted Use, such right to be exercised in accordance with any regulations from time to time imposed pursuant to clause 5.7 (Estate Regulations).

4.3.2 The right:

- (a) of access over the Common Parts for the purposes of access to and from the Property; and
- (b) to use any communal parking areas within the Common Parts; and
- (c) to use any delivery area or loading bay within the Common Parts for the purposes only of loading and unloading and delivering goods and equipment to and from the Property;

such right to be exercised in accordance with any regulations from time to time imposed pursuant to clause 5.7 (Estate Regulations)

4.3.3 The right, after giving reasonable written notice (except in emergency), to access such parts of the Estate as are reasonably necessary to repair maintain and keep in good working order any Conducting Media, meters, connections, apparatus and other equipment installed by the Tenant for the Permitted Use, provided that in exercising this right the Tenant shall comply with Good Industry Practice and cause as little inconvenience as possible to the Landlord and shall make good any damage caused.

4.3.4 The Landlord may, at its discretion, change the route of any means of access to or egress from the Property through the Common Parts so long as a means of access and egress is maintained at all times, save in case of emergency.

4.4 **Conducting Media and Utilities**

4.4.1 The right, provided the Tenant complies with clause 4.6.2 (Landlord's consent), to:

- (a) install in the Common Parts such electricity cables and ancillary equipment as are required in order to transmit electricity to and from the Solar PV System, either as part of the electrical supply within the Building or the Landlord's Neighbouring Property or in order to export to the Grid electricity generated by the Solar PV System; and
- (b) access those cables and ancillary equipment (on reasonable prior notice to the Landlord, save in the case of emergency) in order to inspect, repair, maintain, remove or replace them; and
- (c) connect those cables and ancillary equipment into any Conducting Media at the Building that satisfy all of the following tests:
 - (i) they belong to the Landlord;
 - (ii) they relate to the transmission of electricity within the Building; and
 - (iii) they are in existence at the date of this Lease or are installed or constructed during the period of 20 years from commencement of the Term;

provided that the Landlord may, in its discretion but subject always to clause 7.1 (Restrictions on use by the Landlord) re-route or replace any such passage of Utilities and/or Conducting Media and this right shall then apply in relation to the Utilities and/or Conducting Media as re-routed or replaced.

4.5 **Support**

4.5.1 Subject to the Tenant complying with clause 5.4.2(b)(not to overload the Building), the right of support for the Property, together with the Solar PV System, from those parts of the structure of the Building to which the Solar PV System is attached or on which it

rests, and from the remainder of the Estate (as relevant) in each case with permission given under or in accordance with this Lease.

4.5.2 [ANY OTHER REQUIRED RIGHTS.]

4.6 General

- 4.6.1 The rights granted in clause 4.3 (rights of access) and clause 4.4 (right to connect to Conducting Media) are granted in common with the Landlord and any other Authorised Person.
- 4.6.2 In relation to the Tenant's rights mentioned in clause 4.2 (construction and operation of the Solar PV System) and clause 4.4 (right to connect to Conducting Media) the Tenant may only exercise those rights:
- (a) if the Landlord has first granted consent for the works; and
 - (b) in accordance with the terms of that consent.

5. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

5.1 Payments

To pay the Rent (if demanded) and sums of money reserved and made payable at the times and in the manner in which the same are set out or referred to in clause 3.4 (Rent) without any deduction, counter-claim or set-off (save as required by law) and to make all such payments to the Landlord on the due date.

5.2 Interest on late payments

If the Tenant shall fail to pay any sum payable under this Lease when the same is due (in the case of Rent whether formally demanded or not) to pay to the Landlord (but without prejudice to any other rights of the Landlord) interest on all such sums from the due date for payment until the date actually paid at the Interest Rate current at such due date and any such interest shall be recoverable by the Landlord as Rent in arrears.

5.3 Payment of Utilities and VAT

5.3.1 Utilities

- (a) The Tenant shall pay all costs in connection with the supply and removal of electricity, telecommunications, data and other services and Utilities to or from the Property and the Solar PV System.
- (b) If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- (c) The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

5.3.2 VAT

- (a) All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made

to it in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

- (b) Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

5.4 Use

5.4.1 To use the Property only for the Permitted Use.

5.4.2 The Tenant shall not:

- (a) use the Property or any part of it other than for the Permitted Use and not at any time to store anything on any part of the Property;
- (b) overload the Building directly supporting the Property with any weight in excess of its load bearing capacity (with due margin for safety) nor overload any other structural part of the Building;
- (c) discharge anything into, the Conducting Media which is or may become corrosive or harmful or cause any blockage or destruction of them; or
- (d) disturb or disrupt the Conducting Media;
- (e) do anything to obstruct the Common Parts or any means of escape or other facilities serving the Property or the Estate; or
- (f) do anything on the Property or the Estate or install or operate any machinery or mechanical equipment which may in the reasonable opinion of the Landlord be or become a nuisance or cause damage to the Landlord or the other tenants or occupiers of the Estate or be unduly noisy;

provided that the installation and operation of the Solar PV System shall not be deemed to be in breach of this clause.

5.4.3 To use only for the parking of vehicles those parts of the Property designated for such purpose.

5.5 Repair

5.5.1 The Tenant shall:

- (a) carry out such repair works to the Property as are consistent with the Tenant's use of the Solar PV System;
- (b) maintain the Solar PV System in safe working order and remove any part of the Solar PV System which is not in working order or becomes obsolete or superfluous; and
- (c) keep the fixings at the specific points of attachment of the Solar PV System to the Building in good repair so as to prevent water ingress to the Building;
- (d) keep the Property, Solar PV System in good repair and condition, cleaned, maintained, safe and in good working order;
- (e) use reasonable endeavours to keep the Solar PV System operational at all times; and

- (f) be responsible for remedying any waterproofing or other issues resulting from the piercing of the roof of the Building during installation and future maintenance and presence of the Solar PV System.

5.5.2 The Tenant agrees to be responsible for ensuring all repair, maintenance and cleaning works to the Solar PV System is carried out:

- (a) without causing any damage to the Property or the Building or the Landlord's Neighbouring Property; and
- (b) taking all necessary steps to ensure the safety of its staff, the Landlord's staff and third parties.

5.5.3 The Tenant shall use reasonable endeavours to minimise the extent of any damage or disrepair caused by any of the Insured Risks.

5.6 Works

5.6.1 The Tenant shall:

- (a) provide the Landlord in with plans, drawings and specifications showing the Property before and after the installation of the Solar PV System;
- (b) obtain all necessary third party or statutory consents for the installation of the Solar PV System;
- (c) procure that no damage is caused to the Property or the Building in connection with the Permitted Use;
- (d) procure that the Solar PV System is installed and all associated works are carried out in accordance with Good Industry Practice, in a good and workmanlike manner and with good quality material and in accordance with the CDM Regulations; and
- (e) upon the commencement of any works in respect of the Solar PV System, procure that such works are completed as soon as reasonably practicable and with as little disturbance or disruption to the Landlord as is reasonably practicable; and
- (f) avoid (to the extent reasonably practicable), obstructing any access roads serving the Estate.

5.7 Estate Regulations

5.7.1 The Tenant shall observe such reasonable regulations as may from time to time be made by the Landlord for the purposes of good estate management, including site security, health and safety, traffic management and loading and unloading of vehicles and the exercise of the Permitted Use which have been notified to the Tenant, provided that such regulations shall not:

- (a) prevent the Tenant from having full and sufficient access to the Property during normal working hours on weekdays or otherwise;
- (b) restrict the hours of operation of the Solar PV System;
- (c) materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's rights; nor
- (d) if there is any conflict between such regulations and the terms of this Lease, the terms of this Lease shall prevail.

5.7.2 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Right.

5.7.3 The Tenant shall allow the Landlord and any other Authorised Person by the terms of any Third Party Right to enter the Property in accordance with its terms.

5.8 Planning applications

The Tenant shall not without the prior written consent of the Landlord to make any application for any consent under any currently applicable planning Act (including the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990) but if such application is for consent to do anything which the Tenant is permitted to do under this Lease (or where the approval of the Landlord is first required and the Landlord has approved the doing of such thing) such consent shall not be unreasonably withheld or delayed.

5.9 Alterations

5.9.1 The Tenant shall not make any alteration or addition to the Property unless permitted by this clause **Error! Reference source not found..**

5.9.2 The Tenant may install, maintain, alter, relocate, upgrade and replace the Solar PV System from time to time without the consent of the Landlord provided that such works do not result in any material change to the physical extent of the Solar PV System and are in accordance with Good Industry Practice.

5.9.3 The Tenant may make any other alterations to the Property not referred to in clause 5.9.2, with the Landlord's written consent (such consent not to be unreasonably withheld or delayed).

5.9.4 In respect of all alterations the Tenant shall at its own cost and expense:

- (a) provide the Landlord with plans, drawings and specifications showing the Property before and after the proposed alterations; and
- (b) obtain all necessary third party or statutory consents to the alterations; and
- (c) carry out the alterations with good quality materials, in a good, substantial and workmanlike manner in accordance with the terms of all consents obtained for the alterations and the requirements of the local planning and other authorities; and
- (d) comply with the requirements of any law which affects the alterations or the manner in which they are carried out; and
- (e) carry out the alterations to the reasonable satisfaction of the Landlord.

5.10 Signs and aerals

The Tenant shall not, without the prior written consent of the Landlord (such consent not to be unreasonably withheld), erect any pole, mast, aerial or satellite dish or erect or display any sign, noticeboard or advertisement on any part of the Property except:

5.10.1 a sign approved by the Landlord indicating the name of the Tenant (save that the Landlord's consent shall not be required for the content of any sign showing the

Tenant's corporate logo), in a position approved by the Landlord any such approval to be in writing;

5.10.2 such signs as may be required for the purposes of complying with law or in the interests of the health and safety of other users of the Building or the Estate; and

5.10.3 that the Tenant shall be entitled without the consent of the Landlord to retain a display monitor showing the electricity generated at the Building.

5.11 Nuisance

5.11.1 The Tenant shall not use the Property or any part of them for any illegal purpose nor to carry out on or from the Property any noisy, noxious, dangerous or offensive act, activity or business nor anything which may be or become a nuisance, damage, annoyance or inconvenience to the Landlord or any of its tenants or the occupiers of any Property in the neighbourhood and in particular not to do or permit to be done anything which might cause electronic or radio interference with any adjoining or neighbouring Property, provided that the installation and operation of the Solar PV System shall not be deemed to be in breach of this clause.

5.11.2 Not to do anything which would or might lead to any contamination of the Property or pollution of the environment or lead to the pollution, obstruction, damaging or overloading of the Conducting Media and to carry out (or at the Landlord's election to pay to the Landlord the reasonable and proper costs and fees of carrying out) all works necessary to remedy the contamination or pollution or to remove the source of the contamination or pollution.

5.11.3 Where the Tenant has failed to observe any of the obligations in this clause 5.11 to pay to the Landlord the reasonable and proper costs incurred by it in obtaining such reports as the Landlord may reasonably require to establish what damage or harm may have been caused to the Property or other property of the Landlord and the remedial cleaning or other works necessary.

5.11.4 Not to discharge or allow to enter into any underground or other waters any poisonous noxious or harmful effluent liquid or substance.

5.12 Yielding up

5.12.1 At the expiration or earlier termination of the Term the Tenant shall yield up the Property in good and substantial repair and consistent with the full and due compliance by the Tenant with its obligations under this Lease. The Tenant shall at its own cost remove or reinstate any alterations that it or its predecessors in title have made to the Property and make good any damage caused by such removal.

5.12.2 At the expiration of the Term (but not at any earlier termination, in which case clause 12 (Early Termination) shall apply) all title, rights, interest and rights to income, and all liabilities, in the Solar PV System shall pass automatically to the Landlord, in the condition at expiry and at no cost to the Landlord. The Tenant shall not be required to remove the Solar PV System at expiry. Following such transfer of ownership, subject to any outstanding liabilities pursuant to this Lease that are expressed to survive termination, the Tenant shall have no further liability or obligation in respect of the Solar PV System.

5.13 Safeguarding the Property

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- 5.13.1 The Tenant shall, with respect to fire precautions and safeguarding the Property against damage by any of the Insured Risks or otherwise, comply with all requirements and recommendations of the insurers of the Property or the relevant insurance brokers or of the fire brigade or local authority and the reasonable requirements of the Landlord.
- 5.13.2 The Tenant shall not store or bring on to or allow to remain on the Property any article, substance or liquid of a especially combustible, inflammable or explosive nature or which may be a source of contamination.
- 5.13.3 The Tenant shall give written notice to the Landlord upon the occurrence of any contamination of the Property and also upon the occurrence of any pollution of the environment in breach of any legislative provision caused by any use of or action or activity on the Property.
- 5.14 **Statutory obligations**
- 5.14.1 Subject to clause 5.14.2, at the Tenant's expense, the Tenant shall have or shall obtain all necessary planning permissions and Authorisations .
- 5.14.2 The Tenant shall not apply for any planning permission for the Property or any part of the Landlord's Neighbouring Property used by the Tenant without the prior consent of the Landlord, which consent may be withheld in its absolute discretion (except where planning permission is required in respect of alterations to the Solar PV System to which the Landlord has given consent as required by clause **Error! Reference source not found.** (Alterations)).
- 5.14.3 At the Tenant's expense the Tenant shall comply in all respects with the provisions of all statutes, legislation and regulations including Ofgem guidance (whether now or subsequently in force) affecting or applicable to the Property or to the Permitted Use and to promptly give notice to the Landlord of any notice direction or order made by any local or competent authority.
- 5.14.4 The Tenant shall prepare, update and maintain a health and safety file for any works carried out to the Property and shall comply with the CDM Regulations in respect thereof and provide to the Landlord upon reasonable request a copy of such file.
- 5.14.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 5.14.6 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property or the Solar PV System by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.
- 5.15 **Assignments**
- 5.15.1 The Tenant shall not assign the whole of this Lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 5.15.2 The Tenant shall not assign part only of this Lease.

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- 5.15.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- (a) a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this Lease) enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this Lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor (and any former tenant);
 - (iv) requires (in the event of a disclaimer of liability of this Lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired balance of the Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
 - (b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this Lease (but with such amendments and additions as the Landlord may reasonably require).
- 5.15.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if:
- (a) any Rent or other money due under this Lease is outstanding; or
 - (b) the proposed assignee does not have a similar organisational structure to Energise South Downs Limited (including but not limited to a cooperative, community interest company, industrial and provident society, or community benefit society or such other social enterprise legal structure existing from time to time); or
 - (c) the proposed assignee does not have materially similar aims to Energise South Downs Limited to develop renewable energy projects of the benefit to the local community.
- 5.15.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 5.16 **Underlettings and Sharing Occupation**
- 5.16.1 The Tenant shall not underlet, or grant any right or licence over, the whole or any part of the Property or, subject to clause 5.17.1 and clause 5.17.2 (Charging), share or part with occupation or possession of the whole or any part of the Property.
- 5.16.2 The Tenant may without the consent of the Landlord share occupation of the Property with a Group Company subject to compliance with the provisions of clause 5.16.3.
- 5.16.3 The Tenant shall:

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- (a) not permit the relationship of landlord and tenant to exist between it and a Group Company; and
- (b) determine the sharing arrangement immediately on the Group Company ceasing to be a member of the same group as the Tenant.

5.17 **Charging**

- 5.17.1 The Tenant may charge the whole of this Lease to a Tenant's funder or their nominee without the consent of the Landlord, subject to prior written notice to the Landlord.
- 5.17.2 The Tenant shall not charge part only of this Lease.

5.18 **Registration of dealings**

- 5.18.1 If this Lease and/or rights granted or reserved by this Lease are or should be registered at the Land Registry under the Land Registration Act 2002 then the Tenant shall:
 - (a) register this Lease and any transfer or other registrable disposition of this Lease at the Land Registry within one (1) month of the date of the grant of this Lease or the date of the instrument of transfer or other disposition requiring registration (as the case may be);
 - (b) procure that all rights granted or reserved by this Lease are properly noted against the affected titles; and
 - (c) within one (1) month of notification of the registration of the grant, transfer or other registrable disposition of this Lease or notice against the affected titles (as the case may be), deliver to the Landlord official copies of the registered titles.
- 5.18.2 Within one (1) month after the execution of any assignment, charge or mortgage permitted under this Lease the Tenant shall supply a certified copy of the deed or instrument effecting the same to the Landlord and to pay such reasonable fee as the Landlord may require for registration.
- 5.18.3 Promptly after the end of the Term (and notwithstanding that the Term has ended) the Tenant shall make an application to close the registered title of this Lease and shall ensure that any requisitions received by the Land Registry in connection with that application are dealt with promptly and properly and the Tenant shall keep the Landlord informed of the progress and completion of its application.

5.19 **Costs**

The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this Lease;
- (b) serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those

sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

- (c) serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this Lease; or
- (e) any consent or approval applied for under this Lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not to unreasonably withhold it).

5.20 Indemnity

Subject to clause 14.1 (limitation on liability of the Tenant), the Tenant shall be responsible for and shall indemnify the Landlord against:

- 5.20.1 all damage, loss or injury occasioned to the Property or to any Conducting Media or to any person or property (whether or not upon the Property) caused by any default or negligence of the Tenant or the servants, agents, licensees or invitees of the Tenant or by reason of any defect in the Solar PV System; and
- 5.20.2 all losses, damages, costs, expenses, claims and proceedings incurred by or made against the Landlord arising out of any breach by the Tenant of any of its obligations arising by virtue of this Lease;

provided that the Landlord shall be obliged to use reasonable endeavours to mitigate any costs.

5.21 [Documents affecting title

To perform and observe the provisions of the documents or the other matters referred to in Schedule 2 so far as they affect or relate to the Property]¹.

6. LANDLORD'S RESERVED RIGHTS

The following rights (the **Reservations**) are excepted and reserved from this Lease to the Landlord for the benefit of the Building and the Landlord's Neighbouring Property.

6.1 To use the Conducting Media

The right to the passage of Utilities through any Conducting Media (excluding any part of the Solar PV System) which may at any time be in, under or over the Property for the benefit of the Estate.

6.2 Light; Protection of the roof and the Building

- 6.2.1 The right to the full free and unobstructed passage of light and the passage of air belonging to or enjoyed by the Building as of the date of this Lease.

¹ Include to the extent that there are any documents affecting title with which the Tenant must comply

- 6.2.2 The right of protection from the Solar PV System for that part of the roof of the Building beneath the Solar PV System.

6.3 Entry onto the Property

- 6.3.1 Subject to clause 6.**Error! Reference source not found.**, the right at any time to enter onto and remain upon the Property with or without plant, machinery and equipment:

- (a) to carry out any works in respect of any easements or services benefiting the Retained Property where it is not reasonably practicable to carry out such works without access to the Property; and
- (b) to view the state and condition of the Property or the remainder of the Building; and
- (c) in connection with any requirements of the insurers;

- 6.3.2 The Landlord also reserves the right to enter the Property:

- (a) to inspect, repair, maintain, install, construct, re-route or replace:
 - (i) the roof and any structural parts of the Building and any plant or equipment on it;
 - (ii) any Conducting Media;
 - (iii) any means of access to or egress from the Property or the Building and to change the areas over which the Tenant's rights mentioned in clause 4.3 (rights of access) are exercised; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this Lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property, the Building or the Landlord's Neighbouring Property.

- 6.3.3 Subject to clause 6.7 (exercise of the Reservations) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property in which the Landlord acquires an interest during the Term as the Landlord may think fit.

6.4 Scaffolding

The right to erect temporary scaffolding at the Building and attach it to any part of the Building in connection with any of the Reservations.

6.5 Oversailing

The right to allow the jib of a crane to enter, pass through, oversail and temporarily remain within the airspace over the Property.

6.6 Temporary Removal

- 6.6.1 The right (acting reasonably) to request the temporary removal of the Solar Array to enable the Landlord to carry out repairs or maintenance to the Building and in such case:

- (a) the Tenant shall as soon as reasonably practicable and at the Landlord's cost temporarily remove the Solar Array; and

- (b) following completion of works as described in clause 6. **Error! Reference source not found.** above the Tenant shall at the Landlord's cost and to the Landlord's reasonable satisfaction reinstate the Solar Array;

provided that where such temporary removal involves an interruption to the generation of electricity by the Solar PV System of four (4) weeks or longer, the Landlord shall in addition to the costs of removal and reinstatement of the Solar Array, pay to the Tenant an amount equal to all lost revenue whether from the PPA or export to the Grid.

6.7 Exercise of the Reservations

- 6.7.1 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by any Authorised Person, notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
- 6.7.2 The Reservations may be exercised under clause 6.7.1 subject to the Landlord (or other Authorised Person):
- (a) using all reasonable endeavours to minimise any consequent disruption or interruption to the continued operation of the Solar PV System for the Permitted Use;
 - (b) giving reasonable notice (except in the case of an emergency); and
 - (c) making good any damage caused to the Property by such entry and the exercise of such rights to the reasonable satisfaction of the Tenant.
- 6.7.3 On the exercise of any rights of entry on to the Property or otherwise, the Landlord (or other Authorised Person exercising the right) shall:
- (a) give reasonable prior notice to the Tenant unless the rights need to be exercised in an emergency;
 - (b) cause as little damage and inconvenience as reasonably practicable in the exercise of the rights;
 - (c) not cause any reduction in the flow of light to the Property; and
 - (d) make good any physical damage caused to the Property in the exercise of those rights.

[ANY OTHER SPECIFIC RIGHTS THAT NEED TO BE RESERVED].

6.8 General

- 6.8.1 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or any person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of that party exercising any of the Reservations except for:
- (a) physical damage to the Property or the Solar PV System; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

7. LANDLORD'S COVENANTS

7.1 Restrictions on use by the Landlord

7.1.1 The Landlord shall not:

- (a) carry out any activity on the Estate which would interfere with:
 - (i) sunlight reaching the Property;
 - (ii) the construction, operation and maintenance of the Solar PV System;
 - (iii) the transmission of electricity from the Property or from the Solar PV System; or
 - (iv) the Tenant's use, enjoyment and occupation of the Property for the Permitted Use;
- (b) except in the case of emergency, and as expressly permitted pursuant to clause 6.3 (entry to the Property), alter the Building (including the Property) or allow any works to the Building (including the Property) which materially interfere with the operation or efficiency of the Solar PV System; nor
- (c) interfere with, obstruct or damage the Solar PV System or access to the property except to the extent expressly permitted pursuant to 6.3 (entry to the Property).

7.2 Repair

7.2.1 The Landlord shall repair and maintain the Retained Property so far as necessary to enable the use of the Property for the Permitted Use and the exercise of the rights granted to the Tenant as set out in clause 4.

7.2.2 The Landlord shall use its reasonable endeavours to:

- (a) keep that part of the roof of the Building as lies below the Property in sufficient repair to provide support for the Solar Array;
- (b) keep reasonably well lit those Common Parts which the Tenant is entitled to use;

7.2.3 As soon as possible upon becoming aware of any damage to the Solar PV System, the Landlord shall notify the Tenant of such damage but the Parties to this Lease acknowledge that the Landlord is under no obligation to inspect the Solar PV System at any time.

7.3 Access

The Landlord shall maintain all access routes used by the Tenant to a standard sufficient to permit the full exercise of the Tenant's rights under clause 4, provided that the Landlord may, at its discretion, change the route of any means of access to or egress from the Property through the Common Parts so long as a means of access and egress is maintained at all times, save in case of an emergency.

7.4 Indemnity

Subject to clause 14.2 (Limitation of liability of the Landlord), the Landlord shall be responsible for and to indemnify the Tenant against:

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7.4.1 all damage, loss or injury occasioned to the Solar PV System caused by any act, default or negligence of the Landlord or the servants, agents, licensees or invitees of the Landlord; and

7.4.2 all losses, damages, costs, expenses, claims and proceedings incurred by or made against the Tenant arising out of any breach by the Landlord of any of its obligations arising by virtue of this Lease;

provided that the Tenant shall be obliged to use reasonable endeavours to mitigate any costs.

7.5 **Payment of rates**

7.5.1 To pay and indemnify the Tenant against all existing and future rates, taxes or other impositions or outgoings whatsoever imposed or charged upon or in relation to the Building.

7.5.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

7.5.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

7.6 **Direct agreement with Tenant's Funder**

7.6.1 The Landlord (having regard to the fact that the Tenant may wish to finance or refinance its investment in the Solar PV System and Solar Project with the Tenant's Funder) shall co-operate fully with the Tenant to satisfy the Tenant's Funder's requirements, including without limitation, any requirement for a direct agreement in a form satisfactory to the Tenant's Funder to be entered into to provide, among other things, for:

- (a) step in rights to allow the Tenant's Funder to discharge the rights and obligations of the Tenant under this Lease;
- (b) a right to procure the assignment or transfer of the Tenant's rights and obligations under this Lease to the Tenant's Funder;
- (c) an acknowledgement by the Landlord of any security taken by the Tenant's Funder over the Tenant and its assets;
- (d) an obligation to give notice to the Tenant's Funder prior to any exercise of any Landlord's rights to terminate this Lease; and
- (e) the ability of a receiver appointed by the Tenant's Funder under security to assign this Lease,

provided that the Tenant shall be responsible for all reasonable, and proper costs incurred by the Landlord in such matters.

7.7 **Assignment of Reversion**

7.7.1 The Tenant agrees not unreasonably to withhold or delay its consent to any release requested by the Landlord under s.6 or s.7 of the 1995 Act.

7.7.2 The Landlord agrees and undertakes with the Tenant that within five (5) days of any disposition affecting the Estate including any sale, lease or mortgage, it will provide written notice to the Tenant providing details of the donee and a copy of the

document giving affect to the disposition and for the avoidance of doubt, any disposition shall be made subject to this Lease.

7.8 Common Parts

The Landlord acting reasonably may from time to time change the location, area or arrangements for use by the Tenant of any part of the Common Parts or Conducting Media so long as there shall remain available for the benefit of the Property rights reasonably commensurate (albeit temporary) with those granted in this Lease.

7.9 Grant of Easements

The Landlord shall at the request of the Tenant and at the Tenant's cost grant such easements or wayleaves or enter into such agreements over and or otherwise affecting the Building and/or the Estate as a statutory undertaker may reasonably require in respect of the connection of the Solar PV System to the electrical supply provided that:

- (a) the terms and conditions of any such easement, wayleave or agreement are satisfactory to the Landlord (acting reasonably) having regard to the standard terms and conditions in which any similar easement, wayleave or agreement is being agreed by the statutory undertaker at the time of entering into such agreement;
- (b) the Landlord must not unreasonably delay in granting any easement or wayleave or entering into any such agreement; and
- (c) the Landlord shall be entitled to receive consideration for granting any easement or wayleave or entering into any agreement from the statutory undertaker at the standard rate then being paid by the statutory undertaker at the time of granting such agreement but shall be entitled to no further consideration from the Tenant.

8. WARRANTIES

8.1 The Landlord warrants that:

- 8.1.1 the Landlord has good title to grant this Lease;
- 8.1.2 any consents (if any) required for the grant of this Lease have been obtained;
- 8.1.3 the Permitted Use is not in breach of any of the Third Party Rights;
- 8.1.4 exercise of the Tenant's rights will not conflict with or be in breach of any Third Party Rights; and
- 8.1.5 at the date of this Lease, the Property is not affected by any rules, notices or obligations imposed by any local or public authority, which would adversely affect use of the Property for the Permitted Use.

8.2 The Tenant warrants that:

- 8.2.1 the Property and the roof of the Building below the Property is suitable for the Solar PV System or the Permitted Use;

- 8.2.2 the Tenant has undertaken a structural survey of the Building which confirms that it is able to carry of the load of the Solar PV System and that any and all maintenance operations required with suitable tolerance;
- 8.2.3 any planning permission required for the installation or operation of the Solar PV System has been or will be obtained by the Tenant; and
- 8.2.4 any other consent required for the installation or operation of the Solar PV System has been or will be obtained by the Tenant.

9. INSURANCE

9.1 Landlord's Insurances

Subject to clause 9.2, the Landlord shall (at its own expense) obtain and maintain insurance policies:

- 9.1.1 against loss or damage to the Building by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure the Solar PV System; and
- 9.1.2 against public liability (to a minimum cover of £[]²) arising from the use and operation of the Building;

with a reputable insurer and, if so requested by the Tenant (not more frequently than annually) shall produce to the Tenant evidence of the insurance and of payment of the current premium. The landlord must inform its insurers of the installation of the Solar PV System, to the insurers' reasonable satisfaction.

9.2 The Landlord's obligation to insure is subject to:

- 9.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- 9.2.2 insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

9.3 The Tenant shall (in relation to any Landlord's policy of insurance relating to the Building of which the Tenant has been given details in writing):

- 9.3.1 immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that the insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and shall give the Landlord notice of that matter;
- 9.3.2 not do or omit anything as a result of which:
 - (a) that policy may become void or voidable or otherwise prejudiced; or
 - (b) the payment of any policy money may be withheld; or

² To be completed, dependent on value of the Project.

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- (c) (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) any increased insurance or additional premium may become payable;

- 9.3.3 comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
- 9.3.4 give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk; and
- 9.3.5 not effect any insurance of the Property (except the Solar PV System at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than the Solar PV System) pay those proceeds or cause them to be paid to the Landlord promptly.

9.4 **Tenant's Insurances**

Subject to clause 9.5, the Tenant shall (at its own expense) obtain and maintain insurance policies:

- 9.4.1 against the Insured Risks to the Solar PV System for its full reinstatement cost; and
- 9.4.2 against public liability (to a minimum cover of five million pounds (£ 5,000,000)) arising from the use and operation of the Solar PV System or the Tenant's rights for the Permitted Use;
- with a reputable insurer and, if so requested by the Landlord (not more frequently than annually) shall produce to the Landlord evidence of the insurance and of payment of the current premium.
- 9.5 The Tenant's obligation to insure is subject to:
- 9.5.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- 9.5.2 insurance being available in the London insurance market on reasonable terms.

Use of Insurance Money

- 9.6 Where the Solar PV System is damaged by an Insured Risk, the Tenant shall, subject to obtaining all necessary planning and other consents (which the Tenant agrees to use its reasonable endeavours to obtain) use all insurance money received in connection with any damage to the Solar PV System to repair promptly the damage for which the money has been received or (as the case may be) in replacing the Solar PV System. The Tenant shall not be obliged to repair or replace the Solar PV System after a notice has been served pursuant to clause 9.8 or clause 9.9. In such circumstances the insurance money received by the Tenant shall belong to it in full.
- 9.7 The Landlord shall, subject to obtaining all necessary planning and other consents (which the Landlord agrees to use its reasonable endeavours to obtain), use all insurance money received in connection with any damage to the Building (other than for loss of Rent) to repair

the damage for which the money has been received or (as the case may be) in rebuilding the Building. The Landlord shall not be obliged to:

- 9.7.1 provide a Building identical in layout or design so long as the size and orientation of the part of the roof above which the Property was situated is reasonably equivalent to that of the Building as at the date of this Lease; or
- 9.7.2 repair or rebuild the Building after a notice has been served pursuant to clause 9.8 or clause 9.9. In such circumstances the insurance money received shall belong to the Landlord in full.
- 9.8 If, following damage to or destruction of the Building, the Landlord considers that it is impossible or impractical to reinstate the Building, the Landlord may terminate this Lease by giving notice to the Tenant. On giving notice this Lease shall terminate but this shall be without prejudice to:
 - 9.8.1 any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease;
 - 9.8.2 the right of the Tenant to claim compensation pursuant to clause 12.4 **Error! Reference source not found.** (termination following failure to reinstate).
- 9.9 Provided that the Tenant has complied with its obligations in this clause 9, the Tenant may terminate this Lease by giving notice to the Landlord if, following damage or destruction of the Building or the Common Parts by an Insured Risk, the Building has not been reinstated so as to be fit for use within three years after the date of damage or destruction. On giving this notice this Lease shall terminate but this shall be without prejudice to:
 - 9.9.1 any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease;
 - 9.9.2 any right of the Tenant to claim compensation pursuant to clause 12.4 (Termination following failure to reinstate).
- 9.10 The Landlord and the Tenant mutually agree not knowingly to do or permit anything to be done that may render any insurance policy void or voidable.

10. OWNERSHIP

10.1 Ownership of Solar PV System

The Landlord acknowledges and agrees that:

- 10.1.1 subject to any agreed transfer provisions, nothing in this Lease shall be deemed to confer upon the Landlord or any other party any proprietary interest or ownership in the Solar PV System;
- 10.1.2 all parts of the Solar PV System are the property of the Tenant and any part of the Solar PV System installed within or on the Property and/or the Building pursuant to the rights in this Lease are the Tenant's fixtures; and

- 10.1.3 the ability to claim capital allowances in respect of all parts of the Solar PV System is reserved to the Tenant.

10.2 Export Payments and Renewable Benefits

- 10.2.1 The Tenant is entitled to keep all the Export Payments and Renewable Benefits.
- 10.2.2 The Tenant shall, subject to any power purchase agreement, export to the Grid any electricity generated by the Solar PV System.

11. CONTRACTING OUT

- 11.1 The Parties agree and declare that:
- 11.1.1 a notice in the form or substantially the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 with a copy of the agreed form of this Lease attached to it was served by the Landlord on the Tenant on [date] and a statutory declaration in the form or substantially the form set out in paragraph 8 of Schedule 2 of that Order was made [by the Tenant] [NAME OF DECLARANT, whom the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf] on [date]; and
- 11.1.2 the provisions of sections 24–28 (inclusive) of the LTA 1954 shall not apply to the tenancy created by this Lease.

12. EARLY TERMINATION

EARLY TERMINATION BY THE TENANT

12.1 Tenant's right to terminate for operational reasons

Subject to clause 12.2 (Tenant's right to terminate for Landlord's breach) if, in the reasonable opinion of the Tenant:

- 12.1.1 the Property is no longer suitable for the operation of the Solar PV System or there is a material reduction in the generation capacity of the Solar PV System the Tenant may serve notice in writing on the Landlord to terminate this Lease on the date specified in the notice, which date shall not be less than one (1) month after the date of service of the notice. On expiry of the notice, this Lease shall terminate provided the Tenant has paid all sums then owing to the Landlord and there are no outstanding breaches of any other tenant covenant in this Lease; or
- 12.1.2 there is a material restriction to access of light to the Property or to the Solar Array the Tenant may serve notice in writing on the Landlord to terminate this Lease with immediate effect.
- 12.1.3 The Landlord may exercise its option to buy in accordance with clause 13 in the event of termination by the Tenant under this clause 12.1. If the Landlord does not serve an Intention to Buy Notice under clause 13.2, the Tenant shall promptly remove the Solar Array at the Tenant's cost and repair any damage to the Buildings caused by operating

or maintaining the Solar PV System or during its removal to the satisfaction of the Landlord.

12.2 Tenant's right to terminate for Landlord's breach

In the event that the operational reasons set out in clause 12.1 are caused by the Landlord's breaches of its obligations under this Lease, and the Landlord has not cured such breaches within ninety (90) days after written notice from the Tenant requiring the Landlord to do so, the Tenant shall be entitled to serve notice in writing on the Landlord to terminate this Lease, and the Landlord shall pay the Purchase Price to the Tenant. This Lease shall terminate on the date specified in the termination notice subject to the receipt in cleared funds by the Tenant from the Landlord of the Purchase Price prior to the notified termination date. The Tenant shall not be obliged to remove the Solar PV System, but may choose to do so at its own cost. If the Tenant chooses not to remove the Solar PV System then it shall automatically transfer to the Landlord and clause 13.7 shall apply.

12.3 Tenant's right to terminate for convenience

12.3.1 The Tenant may at any time following the third anniversary of the Commencement Date Term serve notice in writing on the Landlord to terminate this Lease on the date specified in the notice, which date shall not be less than twelve (12) months after the date of service of the notice. On expiry of the notice, this Lease shall terminate.

12.3.2 The Landlord may exercise its option to buy in accordance with clause 13 in the event of termination by the Tenant under this clause 12.3. If the Landlord does not serve an Intention to Buy Notice under clause 13.2, the Tenant shall promptly remove the Solar Array at the Tenant's cost and repair any damage to the Buildings caused by operating or maintaining the Solar PV System or during its removal to the satisfaction of the Landlord.

12.4 Tenant's right to terminate following Landlord's failure to reinstate

The Tenant may terminate this Lease in accordance with clause 9.9 in which case the Landlord shall pay Purchase Price to the Tenant. This Lease shall terminate on the date specified in the termination notice subject to the receipt in cleared funds by the Tenant from the Landlord of the Purchase Price prior to the notified termination date. The Tenant shall not be obliged to remove the Solar PV System, but may choose to do so at its own cost. If the Tenant chooses not to remove the Solar PV System then it shall automatically transfer to the Landlord and clause 13.7 shall apply.

EARLY TERMINATION BY THE LANDLORD

12.5 Landlord's right to terminate following failure to reinstate

The Landlord may terminate this Lease in accordance with clause 9.8 subject to payment of the Purchase Price to the Tenant. This Lease shall terminate on the date specified in the termination notice subject to the receipt in cleared funds by the Tenant from the Landlord of the Purchase Price prior to the notified termination date. The Tenant shall not be obliged to remove the Solar PV System, but may choose to do so at its own cost. If the Tenant chooses not to remove the Solar PV System then it shall automatically transfer to the Landlord and clause 13.7 shall apply.

12.6 Landlord's Right of Re-Entry and Forfeiture

- 12.6.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after if:
- (a) any Rent is unpaid twenty-one (21) days after becoming payable whether it has been formally demanded or not;
 - (b) the Tenant is in any breach of a material condition of, or any tenant covenant in, this Lease and the Tenant has not cured such breach within ninety (90) days after written notice from the Landlord requiring the Tenant to do so.
- 12.6.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause 12.6, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant. The Landlord may exercise its option to buy in accordance with clause 13 in the event of termination under this clause 12.6. If the Landlord does not serve an Intention to Buy Notice under clause 13.3, the Tenant shall promptly remove the Solar Array at the Tenant's cost and repair any damage to the Buildings caused by operating or maintaining the Solar PV System or during its removal to the satisfaction of the Landlord.
- 12.7 If the Landlord has been given notice of a mortgage or other security over this Lease by the Tenant then the Landlord shall not exercise its rights to terminate this Lease until thirty (30) days after the date such mortgagee shall have received from the Landlord written notice of its intention to do so and specifying the nature of the default (and in the case of a payment default, specifying the amount) and permitting the mortgagee to remedy the breach within such period of thirty (30) days.

EARLY TERMINATION BY EITHER PARTY

- 12.8 A Party may terminate this Lease upon written notice stating a reasonable date of termination:
- 12.8.1 if the other Party commits a breach of this Lease, subject to a reasonable cure period after written notice of:
- (a) any payment obligation
 - (b) another material obligation;
- 12.8.2 if a Force Majeure Event affecting the other Party has continued for one hundred and twenty (120) days;
- 12.8.3 if the other Party ceases to carry on the relevant part of its business; or
- 12.8.4 if a related but separate agreement required for the Solar Project terminates.
- 12.9 Early termination of this Lease in any of the circumstances referred to in this clause 12 shall be without prejudice to any right or remedy of either Party in respect of any antecedent breach of the covenants or conditions in this Lease.

13. LANDLORD'S OPTION TO BUY THE SOLAR PV SYSTEM

13.1 The Landlord shall have the option to buy the Solar PV System in the event that the Lease is terminated in accordance with:

- (a) clause 12.1 (Tenant's right to termination for operational reasons); or
- (b) clause 12.3 (Tenant's right to terminate for convenience); or
- (c) clause 12.6 (Landlord's right of re-entry and forfeiture).

13.2 **Landlord's option to buy upon Tenant's termination**

Upon receipt of a written notice from the Tenant in accordance with clause 12.1 (Tenant's right to termination for operational reasons) or clause 12.3 (Tenant's right to terminate for convenience) the Landlord may (but shall not be obliged to) within fourteen (14) days of such Tenant's termination notice serve an Intention to Buy Notice indicating its intention to acquire the Solar PV System at the Purchase Price. This Intention to Buy Notice may not be served within the first three (3) years of this Lease. If an Intention to Buy Notice is served, this Lease shall terminate on the date specified in the Tenant's termination notice subject to the receipt in cleared funds by the Tenant from the Landlord of the Purchase Price prior to the notified termination date.

13.3 **Landlord's option to buy upon Landlord's right of re-entry and forfeiture**

Upon the Landlord successfully taking steps in accordance with clause 12.6 (Landlord's right of re-entry and forfeiture) to terminate this Lease as a result of the Tenant's failure to comply with its obligations under this Lease where any Tenant's Funder has not exercised its step-in rights, the Landlord may (but shall not be obliged to) serve on the Tenant an Intention to Buy Notice to acquire the Solar PV System at the Purchase Price. If an Intention to Buy Notice is served, this Lease shall terminate on the date of receipt in cleared funds by the Tenant from the Landlord of the Purchase Price prior to the notified termination date.

13.4 On and from the date of an Intention to Buy Notice the Landlord shall do each of the following with the co-operation and reasonable assistance of the Tenant:

- 13.4.1 apply for such form of accreditation as may apply to the Solar PV System at the time;
- 13.4.2 raise any necessary enquiries regarding the transfer of the Solar PV System to the Landlord; and
- 13.4.3 prepare the transfer documentation that may be required to transfer the Solar PV System to the Landlord and use reasonable endeavours to agree the terms of such documentation with the Tenant.

13.5 The Tenant shall use its reasonable endeavours to:

- 13.5.1 obtain the consent of any Tenant's Funder to the sale of the Solar PV System to the Landlord; and
- 13.5.2 on completion of the sale of the Solar PV System to the Landlord arrange for all security to be released over the Solar PV System and any appropriate discharge documents to be provided.

13.6 Completion of the transfer of the Solar PV System to the Landlord shall take place within thirty (30) days following the satisfaction of each of the conditions referred to in clauses 13.4 and 13.5.

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- 13.7 Following completion of the transfer to the Landlord of the Solar PV System, all title, rights, interest and rights to income, and all liabilities, in the Solar PV System shall pass to the Landlord, in the condition at transfer. The Tenant shall undertake to transfer any associated power purchase agreement to the Landlord on the Landlord's election; and the Tenant shall decommission any remote monitoring facility. Following such transfer of ownership, this Lease shall terminate and, subject to any outstanding liabilities pursuant to this Lease that are expressed to survive termination, the Tenant shall have no further liability or obligation in respect of the Solar PV System.
- 13.8 Upon expiry of the Term in accordance with clause 5.12.2 or upon a transfer in accordance with clause 13.7 the Parties shall use their reasonable endeavours to:
- 13.8.1 take final meter readings to enable the Tenant to receive any Export Payments due to it;
- 13.8.2 transfer any associated power purchase agreement to the Landlord, on the Landlord's election;
- 13.8.3 take all actions reasonably necessary to enable the Tenant to transfer the Solar PV System and related rights to receive Export Payments to the Landlord or any successor generator; and
- 13.8.4 ensure that all other steps are taken for the safe decommissioning as may be required of any remote monitoring facility.

14. LIMITATION OF LIABILITY

14.1 Liability of the Tenant

- 14.1.1 The liability of the Tenant to the Landlord under any indemnity or otherwise in respect of any loss, claim or damage arising solely from any breach of any of the Tenant's obligations under this Lease shall:
- (a) not include the Landlord's loss of anticipated profits, loss of actual profits (direct or indirect), loss of anticipated savings, loss of business or any indirect special or consequential loss or damage however caused or any losses arising as a result of any third party bringing a claim in respect of any matter whatsoever; and
- (b) be limited to liability for the Landlord's physical loss and/or damage to property which is reasonably foreseeable as arising from such breach and to personal injury and/or death resulting from the negligence of the Tenant or any of the officers, employees, agents and/or sub-contractors of the Tenant.
- 14.1.2 The maximum aggregate liability of the Tenant to the Landlord of all claims arising under this Lease shall be one million pounds (£1,000,000) provided always that the Tenant shall not seek to limit its liability in respect of personal injury and/or death resulting from its negligence or the negligence of any of its officers, employees, agents and/or sub-contractors.

14.2 Liability of the Landlord

- 14.2.1 The maximum aggregate liability of the Landlord to the Tenant of all claims arising under this Lease shall be one million pounds (£1,000,000) provided always that the Landlord shall not seek to limit its liability in respect of personal injury and/or death resulting

from its negligence or the negligence of any of its officers, employees, agents and/or sub-contractors.

15. GENERAL

15.1 Entire Agreement

This Lease constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter.

15.2 Severability

If any provision of this Lease is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

15.3 Amendment

No amendment or modification of this Lease shall be valid unless in writing and signed by both Parties.

15.4 Waiver

No waiver by either Party of any breach or default shall be deemed a waiver of any preceding or subsequent breach or default.

15.5 Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations (other than any obligation to make payment) under this Lease if such failure or delay is caused by a Force Majeure Event.

15.6 Counterparts

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

15.7 No Representation / Reliance

Each Party acknowledges that it is entering into this Lease based on its own investigation and not in reliance on any representation, warranty, or statement made by the other Party, except as expressly set out in this Lease.

15.8 No Partnership

Nothing in this Lease shall create or be deemed to create a partnership, joint venture, or principal-agent relationship between the Parties. Neither Party shall have any authority to bind the other in any way.

15.9 Further Endeavours / Information

Each Party agrees to provide such further information and to execute such further documents as may be reasonably required to give full effect to the terms and conditions of this Lease and to deliver the Solar Project.

15.10 Confidentiality

Neither Party shall disclose any confidential information relating to the Solar PV System or the Solar Project to any third party without the consent of the other provided that:

- (a) either Party may disclose information required specifically for use by their own legal financial or other professional advisers;
- (b) the Tenant may disclose such information as it may require to a potential assignee of this Lease or to any Tenant Funder.

15.11 Dispute Resolution

15.11.1 The Landlord and the Tenant shall at all times act in good faith and shall use reasonable endeavours to resolve any disputes within thirty (30) days of them arising via negotiations between their respective senior representatives.

15.11.2 In the event that a dispute has not been resolved under clause 15.11.1, either the Landlord or the Tenant may require the matter in question to be referred to an independent expert who in the absence of agreement between the Parties shall be appointed on the application of either Party by the Chairman for the time being of the Electricity Arbitration Association. The determination of such independent expert shall be conclusive as to the matter or matters in question and shall be final and binding on the Parties. The expert's costs shall be met by the Parties in such proportions as the independent expert shall determine.

15.12 Notices

The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to the giving and service of all notices and documents under or in connection with this Lease.

15.13 Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this Lease will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

15.14 Law and jurisdiction

15.14.1 English law

This Lease shall be governed by and construed in accordance with English law.

15.14.2 Jurisdiction

The Parties to this Lease irrevocably agree that the English courts shall have exclusive jurisdiction in relation to any legal action or proceedings arising out of or in connection with this Lease.

*** execution page follows ***

ESD OFFER DRAFT
FOR DISCUSSION
SUBJECT TO CONTRACT

This Lease has been executed as a deed by the duly authorised representatives of the Parties on the date appearing at the top of this Lease.

Executed as a deed by **ALTON TOWN
COUNCIL**:

[adjust for Landlord's execution formalities]

Executed as a deed by **ENERGISE SOUTH
DOWNS LIMITED** acting by two of its Directors:

Signature

Name

Date

Signature

Name

Date

SCHEDULE 1

The Property

The airspace immediately above that part of the Building (as shown edged red on Plan 1 below) which is **[owned or leased]** by the Landlord, up to a height of two (2) metres above the roof surface (as measured perpendicular to the angle of that roof surface). The Property shall exclude:

- (a) the Solar PV System and any other Tenant's fixtures and equipment, plant or machinery;
- (b) any part of the roof of the Building; and
- (c) any structural part of the Building.

[attach a plan showing the rooftop edged in red and the Building in blue (Plan 1) and the Common Parts in hatching (Plan 2) and any Neighbouring Property as needed (Plan 3)]

[Include reference to any easements granted or reserved by this Lease over the Property]

SCHEDULE 2

Documents and matters affecting title

1. The covenants, matters and stipulations set out or referred to in or contained or referred to in the matters and documents referred to in the Property and Charges Registers of the Landlord's title number [REDACTED] so far as the same affect or relate to the Property and are capable of being enforced.
2. [REDACTED].
3. [REDACTED].

ESD OFFER DRAFT
FOR DISCUSSION
SUBJECT TO CONTRACT

SCHEDULE 3

The Solar PV System

[detailed description of all parts of the Solar PV System ie the solar array plus the equipment approved for initial installation. Include the details of the specification (the plans, specifications, drawings and other data in respect of the construction of the Solar Project).]

DRAFT

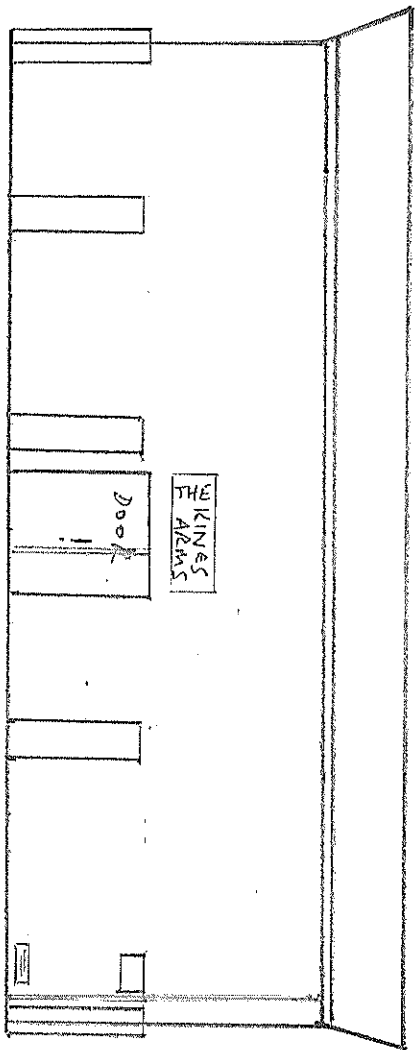
SCHEDULE 4

Calculation of Purchase Price to be paid by the Landlord

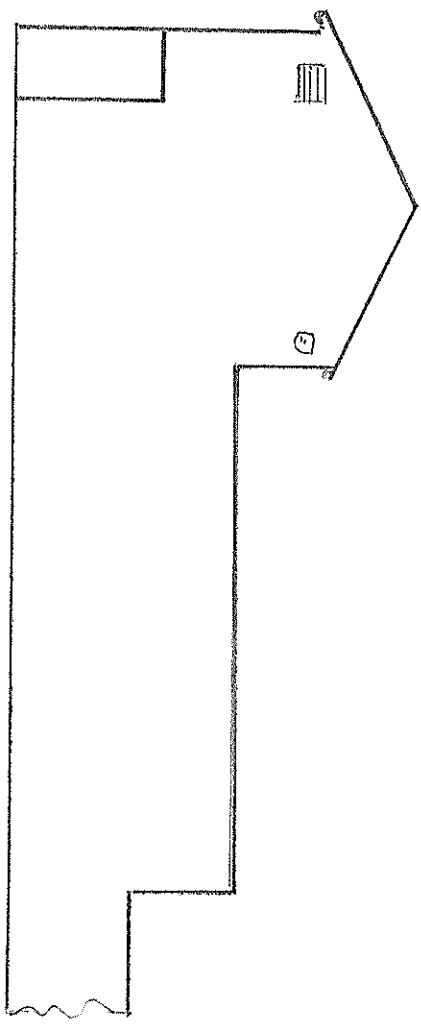
Any reference to the Purchase Price in this Lease shall be to the sum of:

- (a) the relevant amount set out in the table below; plus
- (b) all costs (if any) incurred by the Tenant associated in transferring title to the Solar PV System to the Landlord; plus
- (c) an administration charge of one thousand pounds (£1,000).

Number of whole years after date of this lease	Capital written down value	Default value
		15%
1	£46,753	£53,766
2	£44,805	£51,526
3	£42,857	£49,285
4	£40,909	£47,045
5	£38,961	£44,805
6	£37,013	£42,565
7	£35,065	£40,324
8	£33,117	£38,084
9	£31,169	£35,844
10	£29,221	£33,604
11	£27,273	£31,363
12	£25,325	£29,123
13	£23,376	£26,883
14	£21,428	£24,643
15	£19,480	£22,402
16	£17,532	£20,162
17	£15,584	£17,922
18	£13,636	£15,682
19	£11,688	£13,441
20	£9,740	£11,201
21	£7,792	£8,961
22	£5,844	£6,721
23	£3,896	£4,480
24	£1,948	£2,240

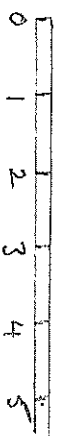


WEST ELEVATION
(EXISTING)

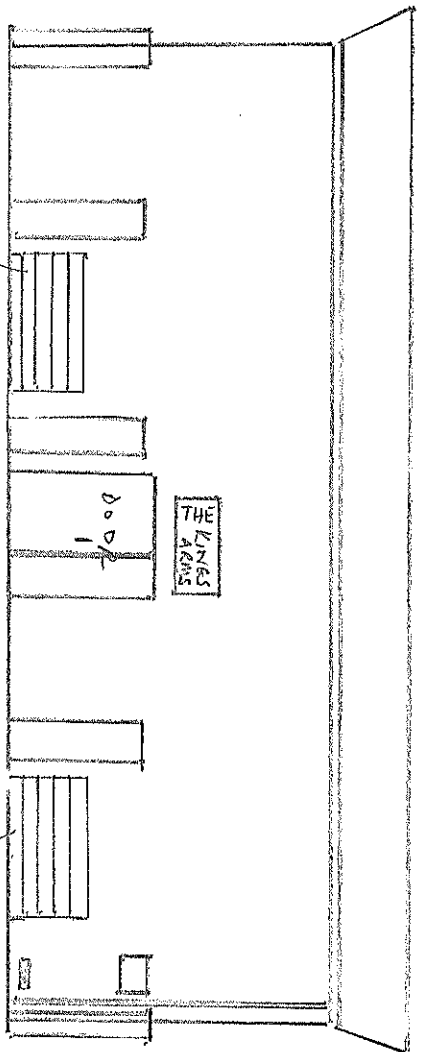


SOUTH ELEVATION
(EXISTING)

SCALE : 1 : 100



METRES.

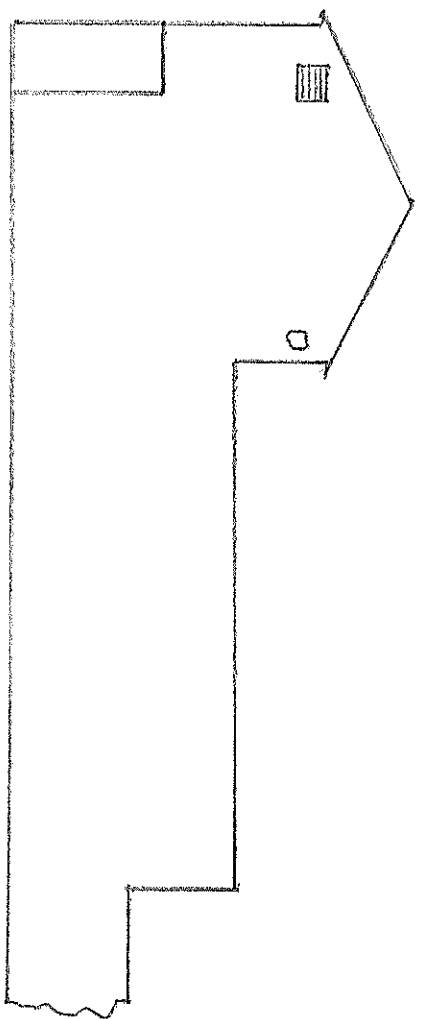


WEST ELEVATION

- SHOWING PROPOSED LOCATION
OF AIRSOURCE HEAT
PUMPS + COVERS.

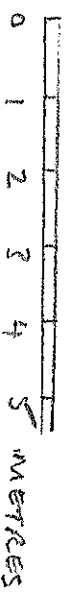
- EACH COVER WILL HIDE TWO
AIRSOURCE HEAT PUMPS SIDE BY SIDE (4 IN
TOTAL)

- EACH HEAT PUMP = W 720 x D 270 x H 495
- EACH COVER = W 1940 x D 600 x H 900



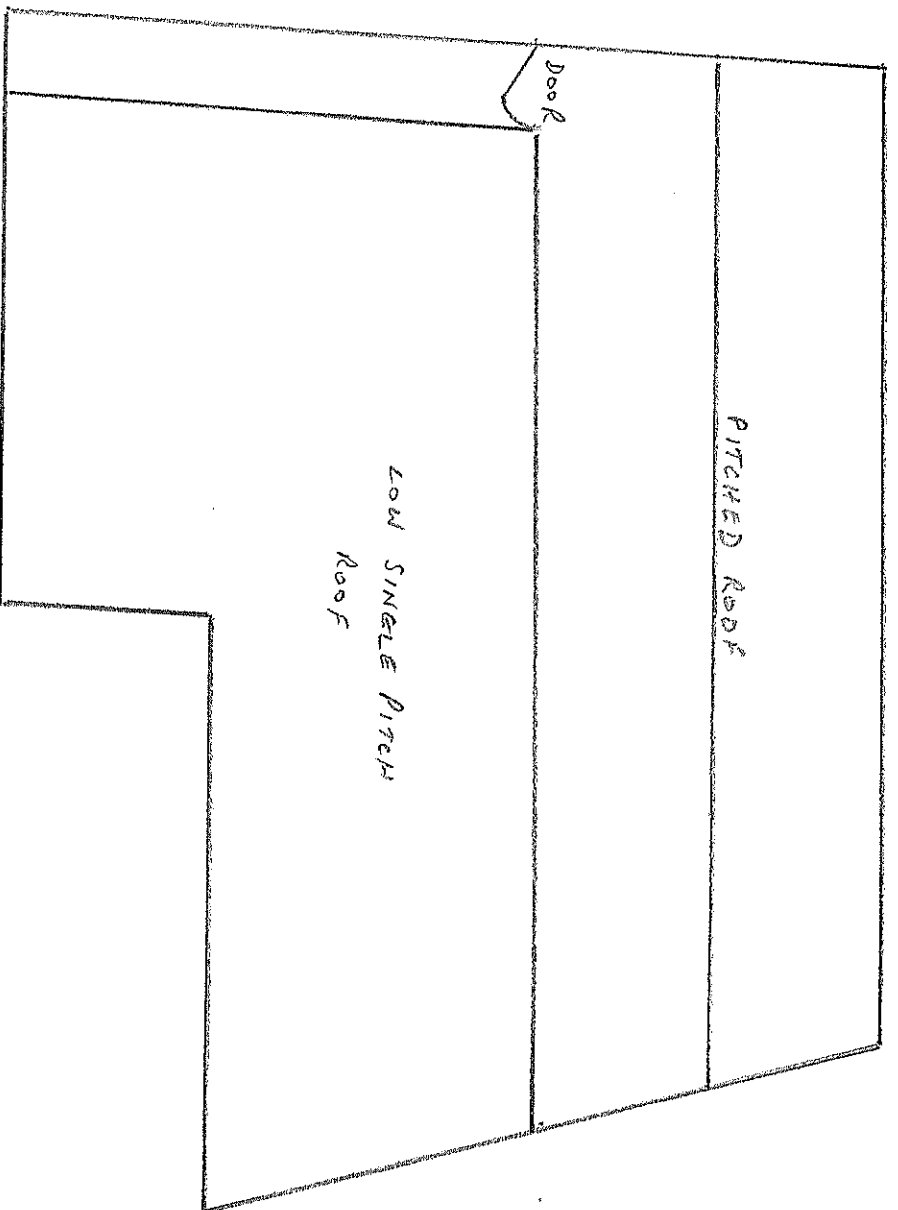
SOUTH ELEVATION.

SCALE: 1:100









PLAN VIEW.
(EXISTING)

SCALE = 1:100



SIX PUMPS

EACH PUMP

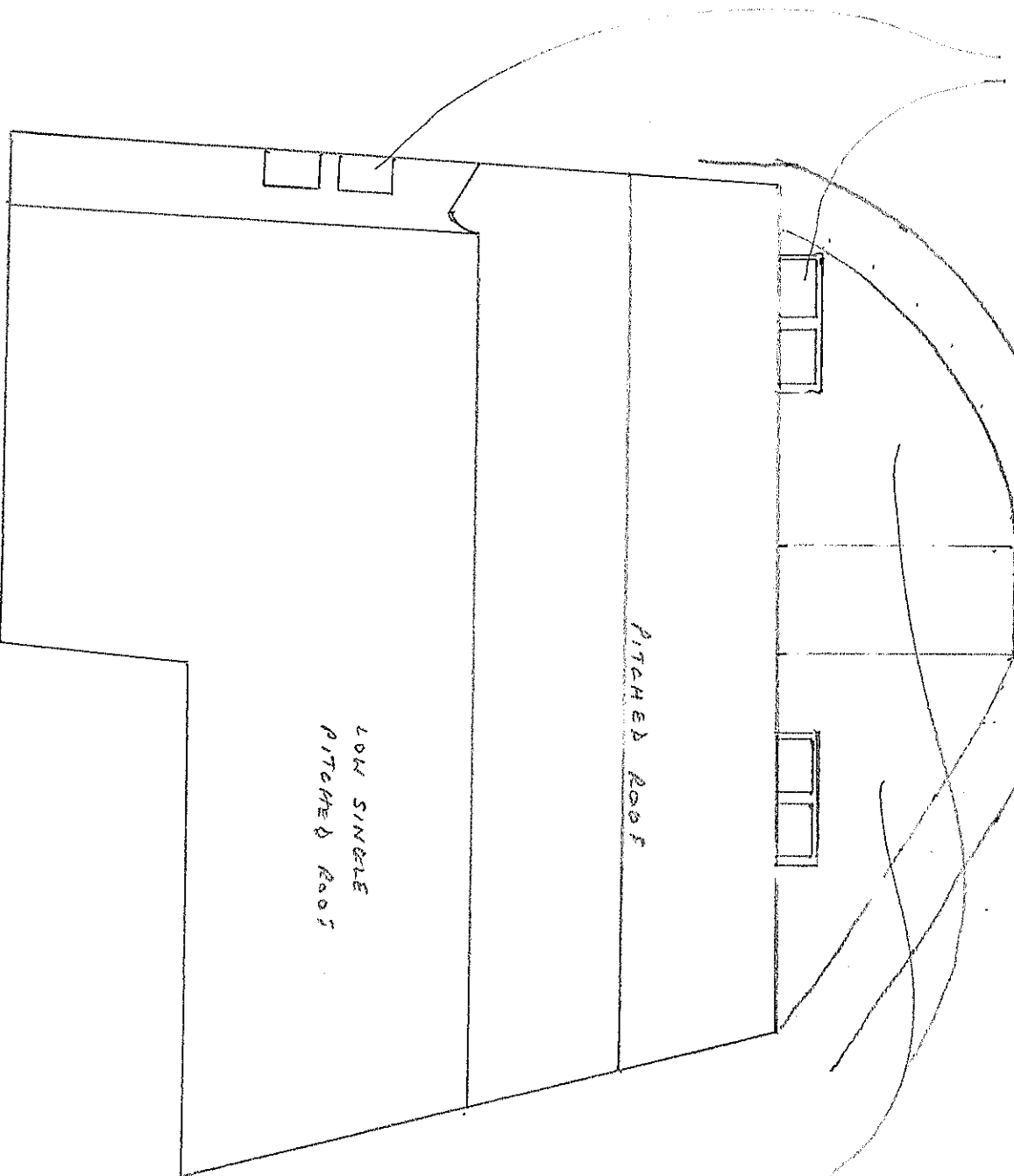
= 4720 x 2270 x 1495

Pavement

Planted garden.

PLAN VIEW

Showing proposed location
of external air source heat pumps.



SCALE = 1:100



02/07/2025

Alton Town Council

10:05

Balance Sheet as at 30/06/2025

31/03/2024

31/03/2025

Current Assets

22,525	Debtors	9,556
25,122	Vat Control	39,035
1,738,733	CCLA Deposit Fund	1,901,777
181	Petty Cash	167
167,821	Unity Trust Bank : Current A/c	262,392

1,954,381

2,212,926

1,954,381

Total Assets

2,212,926

Current Liabilities

2,681	Creditors control ac	14,329
151,020	Accruals	0
6,816	Receipts in Advance	0

160,517

14,329

1,793,864

Total Assets Less Current Liabilities

2,198,597

Represented By

27,406	Working Capital	368,717
211,304	EMR Open Spaces (inc King Pond	211,304
222,673	EMR 3G Interest	222,673
28,179	Economic Development Reserve	28,179
243,862	EMR Capital Reserve	243,862
600	EMR Complin Homeless Trust	600
129,491	General Reserves	129,491
46,471	EMR Barley Fields	40,971
35,050	Pump Track Flood Lighting	35,050
248,970	EMR Neighbourhood CIL	248,970
9,296	EMR Weywalk	9,296
36,346	EMR Treloar Heights	31,346
90,000	EMR Crownby Estate	90,000
880	EMR David Whitmarsh Award	880
40,000	EMR Pension	40,000
90,197	EMR Will Hall Meadow	84,697
10,073	Climate Change Grant Fund	10,073
152,039	EMR CALA Community Build (CIL)	152,039
2,905	EMR PTMC	2,905
148,125	EMR Jubilee Pavilion project	148,125
20,000	EMR Assembly Rooms	20,000

02/07/2025

Alton Town Council

10:05

Balance Sheet as at 30/06/2025

31/03/2024	31/03/2025
0 EMR Alton Gateway	79,422
<u>1,793,864</u>	<u>2,198,597</u>

The above statement represents fairly the financial position of the authority as at 30/06/2025 and reflects its Income and Expenditure during the year.

Signed :
Chairman
_____ Date : _____

Signed :
Responsible
Financial
_____ Date : _____

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>101 Corporate Management</u>								
1010 Other Income	0	79,422	60	(79,362)			132370.	79,422
Corporate Management :- Income	0	79,422	60	(79,362)			132370.	79,422
4088 Newsletter	0	1,094	6,440	5,346		5,346	17.0%	
4101 Bank Charges	0	163	566	403		403	28.8%	
4111 Professional Fees	188	23,288	18,540	(4,748)		(4,748)	125.6%	
4112 Audit Fees	0	174	4,410	4,236		4,236	3.9%	
4117 David Whitmarsh Award	0	0	60	60		60	0.0%	
Corporate Management :- Indirect Expenditure	188	24,719	30,016	5,297	0	5,297	82.4%	0
Net Income over Expenditure	(188)	54,704	(29,956)	(84,660)				
6001 less Transfer to EMR	0	79,422	0	(79,422)				
Movement to/(from) Gen Reserve	(188)	(24,719)	(29,956)	(5,237)				
<u>102 Democratic Representation</u>								
4121 Mayors Allowance	0	0	4,000	4,000		4,000	0.0%	
4122 Election costs	0	0	7,000	7,000		7,000	0.0%	
4124 Public Consultations	0	0	2,000	2,000		2,000	0.0%	
4125 Councillor Expenses	0	80	1,000	920		920	8.0%	
Democratic Representation :- Indirect Expenditure	0	80	14,000	13,920	0	13,920	0.6%	0
Net Expenditure	0	(80)	(14,000)	(13,920)				
<u>105 Central Support-Admin Costs</u>								
1009 Insurance income	0	2,238	0	(2,238)			0.0%	
1010 Other Income	0	705	0	(705)			0.0%	
Central Support-Admin Costs :- Income	0	2,943	0	(2,943)				0
4001 Salaries	0	59,228	308,940	249,712		249,712	19.2%	
4002 Employers NI	0	7,696	38,309	30,613		30,613	20.1%	
4003 Employers Pension	0	11,825	66,113	54,288		54,288	17.9%	
4005 Pension Enhancements	0	0	1,260	1,260		1,260	0.0%	
4008 Staff Training	0	15	2,730	2,715		2,715	0.5%	
4009 Staff Travel & Welfare	0	2,778	4,000	1,222		1,222	69.5%	
4026 Other Expenditure	0	590	2,756	2,166		2,166	21.4%	
4071 Telephone and IT	0	5,007	16,152	11,145		11,145	31.0%	
4072 Mobile Phones	0	709	2,817	2,108		2,108	25.2%	
4075 Stationery & Printing	0	958	2,212	1,254		1,254	43.3%	
4076 Postage	0	24	1,216	1,192		1,192	1.9%	
4080 Subscriptions & Publications	0	0	3,473	3,473		3,473	0.0%	

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4085 Insurance	0	26,712	25,272	(1,440)		(1,440)	105.7%	
4087 Advertising	0	0	717	717		717	0.0%	
4155 Equipment	0	0	12,205	12,205		12,205	0.0%	
4157 Furniture	0	31	1,103	1,072		1,072	2.8%	
Central Support-Admin Costs :- Indirect Expenditure	0	115,573	489,275	373,702	0	373,702	23.6%	0
Net Income over Expenditure	0	(112,630)	(489,275)	(376,645)				
<u>106 Central Support-Town Hall</u>								
1002 Shop Rents	330	1,321	3,960	2,639			33.4%	
1010 Other Income	0	101	0	(101)			0.0%	
Central Support-Town Hall :- Income	330	1,422	3,960	2,538			35.9%	0
4021 Rates	634	2,538	7,988	5,450		5,450	31.8%	
4022 Water Charges	0	184	785	601		601	23.5%	
4024 Gas	0	577	2,558	1,981		1,981	22.5%	
4025 Electricity	0	1,645	3,470	1,825		1,825	47.4%	
4026 Other Expenditure	0	133	0	(133)		(133)	0.0%	
4030 Cleaning	0	300	2,217	1,917		1,917	13.5%	
4140 Building Maintenance	53	33,155	75,000	41,845	64,408	(22,563)	130.1%	
Central Support-Town Hall :- Indirect Expenditure	687	38,531	92,018	53,487	64,408	(10,921)	111.9%	0
Net Income over Expenditure	(357)	(37,109)	(88,058)	(50,949)				
<u>107 Operating Income & Exp.</u>								
1005 Market Income	1,000	4,000	14,000	10,000			28.6%	
1176 Precept	0	500,000	890,180	390,180			56.2%	
1190 Interest Received	0	16,918	60,000	43,082			28.2%	
Operating Income & Exp. :- Income	1,000	520,918	964,180	443,262			54.0%	0
4504 Neighbourhood CIL Grants	892	20,004	0	(20,004)		(20,004)	0.0%	
Operating Income & Exp. :- Indirect Expenditure	892	20,004	0	(20,004)	0	(20,004)		0
Net Income over Expenditure	108	500,914	964,180	463,266				
<u>108 Other Properties</u>								
1001 Rents	3,000	6,000	12,000	6,000			50.0%	
Other Properties :- Income	3,000	6,000	12,000	6,000			50.0%	0
4411 Buildings Maintenance Tannery	0	0	2,205	2,205		2,205	0.0%	
4412 Public Works Loan Board repay	0	4,705	9,411	4,706		4,706	50.0%	
Other Properties :- Indirect Expenditure	0	4,705	11,616	6,911	0	6,911	40.5%	0
Net Income over Expenditure	3,000	1,295	384	(911)				

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>201 Anstey Park</u>								
1000 Fees and Charges	190	6,523	20,747	14,224			31.4%	
1001 Rents	4,017	19,695	55,445	35,750			35.5%	
1010 Other Income	0	290	0	(290)			0.0%	
1016 Alton FC Holding Funds	0	0	22,116	22,116			0.0%	
Anstey Park :- Income	4,207	26,508	98,308	71,800			27.0%	0
4021 Rates	148	591	1,860	1,269		1,269	31.8%	
4022 Water Charges	0	201	2,107	1,906		1,906	9.6%	
4024 Gas	132	690	2,880	2,190		2,190	24.0%	
4025 Electricity	97	1,743	10,639	8,896		8,896	16.4%	
4030 Cleaning	0	1,706	11,298	9,592		9,592	15.1%	
4031 Refuse Collection	0	856	0	(856)		(856)	0.0%	
4071 Telephone and IT	0	124	681	557		557	18.2%	
4140 Building Maintenance	21	3,257	8,820	5,563		5,563	36.9%	
4141 Grounds Maintenance	0	6,284	7,350	1,066		1,066	85.5%	
Anstey Park :- Indirect Expenditure	397	15,453	45,635	30,182	0	30,182	33.9%	0
Net Income over Expenditure	3,809	11,056	52,673	41,617				
<u>202 Jubilee Playing Fields</u>								
1000 Fees and Charges	0	4,716	18,126	13,410			26.0%	
1001 Rents	1,325	8,958	22,504	13,546			39.8%	
Jubilee Playing Fields :- Income	1,325	13,674	40,630	26,956			33.7%	0
4021 Rates	174	695	2,187	1,492		1,492	31.8%	
4022 Water Charges	0	122	2,778	2,656		2,656	4.4%	
4025 Electricity	0	1,086	5,122	4,036		4,036	21.2%	
4030 Cleaning	0	0	400	400		400	0.0%	
4071 Telephone and IT	0	36	198	162		162	18.4%	
4140 Building Maintenance	0	515	2,205	1,690		1,690	23.3%	
4141 Grounds Maintenance	0	4,598	8,942	4,344	1,502	2,842	68.2%	
4143 Skatepark Maintenance	0	0	500	500		500	0.0%	
4150 Fuel Costs	0	0	1,638	1,638		1,638	0.0%	
Jubilee Playing Fields :- Indirect Expenditure	174	7,053	23,970	16,917	1,502	15,415	35.7%	0
Net Income over Expenditure	1,152	6,621	16,660	10,039				
<u>301 Grounds Maintenance Team</u>								
1010 Other Income	0	825	0	(825)			0.0%	
Grounds Maintenance Team :- Income	0	825	0	(825)				0

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4001 Salaries	0	36,932	171,276	134,344		134,344	21.6%	
4002 Employers NI	0	3,354	21,238	17,884		17,884	15.8%	
4003 Employers Pension	0	4,062	34,172	30,110		30,110	11.9%	
4010 Uniforms	0	112	1,551	1,439		1,439	7.2%	
4031 Refuse Collection	1,327	5,197	20,132	14,935		14,935	25.8%	
4139 Pot holes/Roadway resurfacing	0	(15,050)	7,500	22,550		22,550	(200.7%)	
4141 Grounds Maintenance	62	1,890	6,795	4,905	6,259	(1,354)	119.9%	
4144 Play Equipment Inspections	0	3,960	15,443	11,483	7,275	4,208	72.8%	
4145 Tree Maintenance	0	18,554	42,000	23,447		23,447	44.2%	
4146 Bedding Plants	0	630	1,050	420		420	60.0%	
4147 Dog Bins	0	370	1,764	1,394		1,394	20.9%	
4148 Play Equipment Maintenance	0	(8,658)	12,128	20,786	17,350	3,436	71.7%	
4149 Vehicle Costs	0	3,499	7,053	3,554		3,554	49.6%	
4150 Fuel Costs	1,136	2,553	9,861	7,308		7,308	25.9%	
4153 Locking & Unlocking	0	0	12,039	12,039		12,039	0.0%	
4155 Equipment	0	16,837	30,000	13,163		13,163	56.1%	16,000
Grounds Maintenance Team :- Indirect Expenditure	2,525	74,240	394,002	319,762	30,884	288,878	26.7%	16,000
Net Income over Expenditure	(2,525)	(73,415)	(394,002)	(320,587)				
6000 plus Transfer from EMR	0	16,000	0	(16,000)				
Movement to/(from) Gen Reserve	(2,525)	(57,415)	(394,002)	(336,587)				
<u>310 The Butts</u>								
1000 Fees and Charges	0	1,550	2,200	650			70.5%	
The Butts :- Income	0	1,550	2,200	650			70.5%	0
4022 Water Charges	0	5	59	54		54	8.5%	
4141 Grounds Maintenance	0	105	0	(105)		(105)	0.0%	
The Butts :- Indirect Expenditure	0	110	59	(51)	0	(51)	186.4%	0
Net Income over Expenditure	0	1,440	2,141	701				
<u>311 Public Gardens</u>								
1001 Rents	699	7,354	16,397	9,043			44.9%	
Public Gardens :- Income	699	7,354	16,397	9,043			44.9%	0
4022 Water Charges	0	19	573	554		554	3.4%	
4025 Electricity	0	895	3,252	2,357	816	1,541	52.6%	
4140 Building Maintenance	0	0	1,389	1,389		1,389	0.0%	
4141 Grounds Maintenance	0	130	3,183	3,053		3,053	4.1%	
Public Gardens :- Indirect Expenditure	0	1,045	8,397	7,352	816	6,537	22.2%	0
Net Income over Expenditure	699	6,310	8,000	1,690				

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>312</u>	<u>Windmill Hill</u>								
1001	Rents	0	0	3,500	3,500			0.0%	
	Windmill Hill :- Income	0	0	3,500	3,500			0.0%	0
	Net Income	0	0	3,500	3,500				
<u>313</u>	<u>Kings Pond</u>								
1001	Rents	300	2,100	7,200	5,100			29.2%	
	Kings Pond :- Income	300	2,100	7,200	5,100			29.2%	0
4140	Building Maintenance	0	80	0	(80)		(80)	0.0%	
4141	Grounds Maintenance	0	139	12,000	11,861		11,861	1.2%	
	Kings Pond :- Indirect Expenditure	0	219	12,000	11,781	0	11,781	1.8%	0
	Net Income over Expenditure	300	1,881	(4,800)	(6,681)				
<u>314</u>	<u>Holybourne Play Area</u>								
4200	Ground Rent	0	0	265	265		265	0.0%	
	Holybourne Play Area :- Indirect Expenditure	0	0	265	265	0	265	0.0%	0
	Net Expenditure	0	0	(265)	(265)				
<u>315</u>	<u>Chawton Park Road</u>								
1001	Rents	0	8,150	27,150	19,000			30.0%	
	Chawton Park Road :- Income	0	8,150	27,150	19,000			30.0%	0
	Net Income	0	8,150	27,150	19,000				
<u>316</u>	<u>Greenfields</u>								
1001	Rents	0	0	500	500			0.0%	
	Greenfields :- Income	0	0	500	500			0.0%	0
	Net Income	0	0	500	500				
<u>317</u>	<u>Flood Meadows</u>								
4025	Electricity	0	304	529	225		225	57.5%	
4141	Grounds Maintenance	0	(56,225)	12,000	68,225		68,225	(468.5%)	
	Flood Meadows :- Indirect Expenditure	0	(55,921)	12,529	68,450	0	68,450	(446.3%)	0
	Net Expenditure	0	55,921	(12,529)	(68,450)				

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
318 Other Open Spaces								
4156 Parish Paths	0	0	500	500		500	0.0%	
4319 Alton Gateway	15	30	0	(30)		(30)	0.0%	
Other Open Spaces :- Indirect Expenditure	15	30	500	470	0	470	6.0%	0
Net Expenditure	(15)	(30)	(500)	(470)				
320 Allotments								
1001 Rents	0	5,466	7,403	1,937			73.8%	
1003 Allotment affiliation fees	0	6	200	194			3.0%	
1004 Key Deposits	0	5	0	(5)			0.0%	
Allotments :- Income	0	5,477	7,603	2,126			72.0%	0
4022 Water Charges	0	241	1,323	1,082		1,082	18.2%	
4033 Allotment affiliation fees	0	1,026	0	(1,026)		(1,026)	0.0%	
4141 Grounds Maintenance	45	71	2,756	2,685		2,685	2.6%	
Allotments :- Indirect Expenditure	45	1,338	4,079	2,741	0	2,741	32.8%	0
Net Income over Expenditure	(45)	4,139	3,524	(615)				
321 Barley Fields								
1010 Other Income	0	605	1,300	695			46.5%	
Barley Fields :- Income	0	605	1,300	695			46.5%	0
4141 Grounds Maintenance	0	280	0	(280)		(280)	0.0%	
Barley Fields :- Indirect Expenditure	0	280	0	(280)	0	(280)		0
Net Income over Expenditure	0	325	1,300	975				
401 Community								
1014 Other Events Income	0	0	3,000	3,000			0.0%	
1072 Donations/Sponsorship Received	0	2,430	3,000	570			81.0%	
1075 Town Crier Donations	0	25	0	(25)			0.0%	
1080 Grant Income	0	0	1,000	1,000			0.0%	
Community :- Income	0	2,455	7,000	4,545			35.1%	0
4001 Salaries	0	0	1,721	1,721		1,721	0.0%	
4002 Employers NI	0	0	164	164		164	0.0%	
4003 Employers Pension	0	0	338	338		338	0.0%	
4304 Town Crier	0	1,200	1,200	0		0	100.0%	
4305 3rd Party Event Costs	0	210	2,205	1,996		1,996	9.5%	
4306 Tourism	0	82	12,100	12,018		12,018	0.7%	

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4307 Town Centre Events	0	1,569	19,845	18,276	7,680	10,596	46.6%	
4308 Youth Expenditure	0	10,000	20,000	10,000		10,000	50.0%	
4312 Events Grants	0	2,250	4,000	1,750		1,750	56.3%	
4314 CCTV	0	0	4,000	4,000		4,000	0.0%	
4317 Climate Change Actions/Strateg	0	(957)	15,750	16,707	5,380	11,327	28.1%	
Community :- Indirect Expenditure	0	14,354	81,323	66,969	13,060	53,909	33.7%	0
Net Income over Expenditure	0	(11,899)	(74,323)	(62,424)				
<u>403 Christmas Lights</u>								
4300 Christmas Lights	0	932	22,000	21,068		21,068	4.2%	
Christmas Lights :- Indirect Expenditure	0	932	22,000	21,068	0	21,068	4.2%	0
Net Expenditure	0	(932)	(22,000)	(21,068)				
<u>404 Alton in Bloom</u>								
4302 Alton in Bloom Expenditure	0	0	1,575	1,575		1,575	0.0%	
Alton in Bloom :- Indirect Expenditure	0	0	1,575	1,575	0	1,575	0.0%	0
Net Expenditure	0	0	(1,575)	(1,575)				
<u>420 Grants</u>								
4500 Grants-Empowered	0	17,076	30,000	12,924		12,924	56.9%	
Grants :- Indirect Expenditure	0	17,076	30,000	12,924	0	12,924	56.9%	0
Net Expenditure	0	(17,076)	(30,000)	(12,924)				
<u>503 Assembly Rooms</u>								
1000 Fees and Charges	48	3,214	6,112	2,898			52.6%	
1001 Rents	1,060	4,240	13,714	9,474			30.9%	
Assembly Rooms :- Income	1,108	7,454	19,826	12,372			37.6%	0
4006 Management contract	0	0	8,000	8,000		8,000	0.0%	
4022 Water Charges	0	242	1,401	1,159		1,159	17.3%	
4024 Gas	13	823	833	10		10	98.8%	
4025 Electricity	0	2,809	3,203	394		394	87.7%	
4031 Refuse Collection	78	300	686	386		386	43.7%	
4140 Building Maintenance	0	2,385	1,439	(946)		(946)	165.7%	
Assembly Rooms :- Indirect Expenditure	91	6,559	15,562	9,003	0	9,003	42.1%	0
Net Income over Expenditure	1,017	895	4,264	3,369				

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
601 Street Furniture								
1008 Bus shelter adverts income	0	1,180	5,000	3,820			23.6%	
1072 Donations/Sponsorship Received	0	0	3,528	3,528			0.0%	
Street Furniture :- Income	0	1,180	8,528	7,348			13.8%	0
4021 Rates	91	370	1,387	1,017		1,017	26.7%	
4600 Public Seats/Bins	0	30	4,000	3,970		3,970	0.8%	
4601 Bus Shelters	0	840	1,905	1,065		1,065	44.1%	
4602 Notice Boards/street furniture	0	0	2,250	2,250		2,250	0.0%	
Street Furniture :- Indirect Expenditure	91	1,240	9,542	8,302	0	8,302	13.0%	0
Net Income over Expenditure	(91)	(60)	(1,014)	(954)				
602 Neighbourhood Plan								
4026 Other Expenditure	0	(18,750)	10,000	28,750		28,750	(187.5%)	
Neighbourhood Plan :- Indirect Expenditure	0	(18,750)	10,000	28,750	0	28,750	(187.5%)	0
Net Expenditure	0	18,750	(10,000)	(28,750)				
702 Projects								
1085 Developer Contributions/S106	0	0	288,000	288,000			0.0%	
Projects :- Income	0	0	288,000	288,000			0.0%	0
4401 Jubilee Playing Fields	0	0	288,000	288,000		288,000	0.0%	
4402 Anstey Park	0	0	40,000	40,000		40,000	0.0%	
4415 Jane Austen Garden	0	5,969	0	(5,969)		(5,969)	0.0%	
4416 DFA Assembly Room Refurbishmen	0	3,650	0	(3,650)		(3,650)	0.0%	
4417 Kings Pond Project	0	(2,047)	0	2,047	7,920	(5,873)	0.0%	
Projects :- Indirect Expenditure	0	7,572	328,000	320,428	7,920	312,508	4.7%	0
Net Income over Expenditure	0	(7,572)	(40,000)	(32,428)				
Grand Totals:- Income	11,969	688,038	1,508,342	820,304			45.6%	
Expenditure	5,103	276,440	1,636,363	1,359,923	118,590	1,241,333	24.1%	
Net Income over Expenditure	6,865	411,598	(128,021)	(539,619)				
plus Transfer from EMR	0	16,000	0	(16,000)				
less Transfer to EMR	0	79,422	0	(79,422)				
Movement to/(from) Gen Reserve	6,865	348,176	(128,021)	(476,197)				

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Unity Trust Bank: Current A/C	30/06/2025		262,391.50
			<u>262,391.50</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			262,391.50
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			262,391.50
		Balance per Cash Book is :-	262,391.50
		Difference is :-	0.00

Signatory 1:

NameSignedDate

Signatory 2:

NameSignedDate

Bank Reconciliation Statement as at 30/06/2025
for Cashbook 2 - CCLA Deposit Fund

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
CCLA Deposit Fund	06/06/2025		1,901,776.84
			<u>1,901,776.84</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			1,901,776.84
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			1,901,776.84
		Balance per Cash Book is :-	1,901,776.84
		Difference is :-	0.00

Signatory 1:

NameSignedDate

Signatory 2:

NameSignedDate

Bank Reconciliation Statement as at 30/06/2025
for Cashbook 4 - Petty Cash

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Petty Cash	30/06/2025		166.54
			<u>166.54</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			166.54
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			166.54
		Balance per Cash Book is :-	166.54
		Difference is :-	0.00

Signatory 1:

NameSignedDate

Signatory 2:

NameSignedDate

01/07/2025

Alton Town Council

09:24

Cashbook transactions totalling £500.00 or more
for the period 01/06/2025 to 30/06/2025

Payments

<u>Cb No</u>	<u>Bank Account Name</u>	<u>Month</u>	<u>Date</u>	<u>Payment Ref</u>	<u>Payee Name</u>	<u>Amount</u>
1	Unity Trust Bank : Current	3	02/06/2025	Rates	East Hampshire District Council	1,046.00
1	Unity Trust Bank : Current	3	02/06/2025	H56807	T H White Limited	38,400.00
1	Unity Trust Bank : Current	3	10/06/2025	DD	Lloyds Credi Card	1,882.24
1	Unity Trust Bank : Current	3	13/06/2025	DD	Payroll	24,172.51
1	Unity Trust Bank : Current	3	17/06/2025	E3E271F2	E.ON	503.81
1	Unity Trust Bank : Current	3	17/06/2025	BACS016	Dave Parsons- Town Crier	1,200.00
1	Unity Trust Bank : Current	3	17/06/2025	BACS014	HM Revenue & Customs	10,229.91
1	Unity Trust Bank : Current	3	17/06/2025	BACS013	Hampshire Pension Fund	6,930.28
1	Unity Trust Bank : Current	3	17/06/2025	BACS011	Ellack Cleaning Contractors Lt	1,009.52
1	Unity Trust Bank : Current	3	17/06/2025	BACS009	Chalvington Communications Lim	1,473.05
1	Unity Trust Bank : Current	3	17/06/2025	BACS006	Biffa Waste Services	647.52
1	Unity Trust Bank : Current	3	17/06/2025	BACS005	Bespoke Garden Projects Limite	1,392.00
1	Unity Trust Bank : Current	3	17/06/2025	BACS002	Alton Climate Action & Network	673.38
1	Unity Trust Bank : Current	3	18/06/2025	B993102D	E.ON	573.38
1	Unity Trust Bank : Current	3	26/06/2025	BACS010	Origin Amenity Solutions	1,324.00
1	Unity Trust Bank : Current	3	26/06/2025	BACS009	Morris Singer Foundry	594.00
1	Unity Trust Bank : Current	3	26/06/2025	BACS007	Mascolo & Styles	509.92
1	Unity Trust Bank : Current	3	26/06/2025	BACS016	Mr & Mrs M Whapshott	2,560.00
1	Unity Trust Bank : Current	3	26/06/2025	BACS014	Veolia Environmental Services	2,275.80
1	Unity Trust Bank : Current	3	26/06/2025	BACS001	Bespoke Garden Projects Limite	2,682.00
1	Unity Trust Bank : Current	3	26/06/2025	BACS013	Ultermate Pest Control	1,365.60

Receipts

<u>Cb No</u>	<u>Bank Account Name</u>	<u>Month</u>	<u>Date Banked</u>	<u>Amount Banked</u>
1	Unity Trust Bank : Current	3	02/06/2025	2,395.96
1	Unity Trust Bank : Current	3	02/06/2025	1,240.00
1	Unity Trust Bank : Current	3	02/06/2025	1,105.00
1	Unity Trust Bank : Current	3	02/06/2025	1,000.00
1	Unity Trust Bank : Current	3	03/06/2025	2,600.00
1	Unity Trust Bank : Current	3	04/06/2025	935.00
1	Unity Trust Bank : Current	3	05/06/2025	1,555.79
1	Unity Trust Bank : Current	3	05/06/2025	900.00
1	Unity Trust Bank : Current	3	09/06/2025	660.00
1	Unity Trust Bank : Current	3	10/06/2025	1,000.00
1	Unity Trust Bank : Current	3	11/06/2025	975.00
1	Unity Trust Bank : Current	3	17/06/2025	2,000.00
1	Unity Trust Bank : Current	3	25/06/2025	794.00
1	Unity Trust Bank : Current	3	27/06/2025	1,989.90

DIRECT DEBIT LIST

Supplier	Product/Service	Location	Regularity	Date	Contract No.	Value
Castle Water	Water	Jubilee Playing Fields	Monthly	Mid month	2297532	Varied
Castle Water	Water	Town Hall	Monthly	Mid month	2314371	Varied
Castle Water	Water	Finnimore Pavilion	Monthly	Mid month	2315965	Varied
Castle Water	Water	Assembly Rooms	Monthly	Mid month	2321122	Varied
Castle Water	Water	Anstey Park	Monthly	Mid month	2440766	Varied
Castle Water	Water	Workshop	Monthly	Mid month	2444277	Varied
Castle Water	Water	Whitedown Allotments	Monthly	Mid month	2468685	Varied
Castle Water	Water	The Butts	Monthly	Mid month	2469145	Varied
Castle Water	Water	Wooteys Allotments	Monthly	Mid month	2469513	Varied
Castle Water	Water	Playing Field at Anstey Park	Monthly	Mid month	2470177	Varied
Castle Water	Water	Borovere Allotments	Monthly	Mid month	2470231	Varied
Castle Water	Water	Auxillary supply at Anstey Park	Monthly	Mid month	2470302	Varied
Castle Water	Water	Spitalfields Allotments	Monthly	Mid month	2470368	Varied
Castle Water	Water	Public Gardens	Monthly	Mid month	2502354	Varied
Castle Water	Water	Whitedown Allotments	Monthly	Mid month	3191602	Varied
EON	Gas	Assembly rooms	Monthly	Mid month	EC1E3068	Varied
EON	Gas	Edgar Hall	Monthly	Mid month	74E3BA86	Varied
EON	Gas	Finnimore Pavilion	Monthly	Mid month	982E6FED	Varied
EON	Gas	Town Hall	Monthly	Mid month	885236C7	Varied
EON	Electricity	Foodbank	Monthly	Mid month	018D8280	Varied
EON	Electricity	Assembly Rooms	Monthly	Mid month	B993102D	Varied
EON	Electricity	Charles Read Pavilion	Monthly	Mid month	A18D6E38	Varied
EON	Electricity	Compound, public gardens	Monthly	Mid month	F1924B21	Varied
EON	Electricity	Finnimore Pavilion	Monthly	Mid month	E3E271F2	Varied
EON	Electricity	Harry Baker Pavilion	Monthly	Mid month	1D49EB07	Varied
EON	Electricity	Workshop	Monthly	Mid month	A2BF273E	Varied
EON	Electricity	Town Hall	Monthly	Mid month	4C4E5AOB	Varied
EON	Electricity	Tennis Courts	Monthly	Mid month	OEA39665	Varied
EON	Electricity	Edgar Hall	Monthly	Mid month	49CC72EO	Varied
EHDC	Rates	Town Hall	Monthly	1st	1100016689	£589.00
EHDC	Rates	Assembly Rooms	Monthly	1st	1100017488	£478.00
EHDC	Rates	Pavilions	Monthly	1st	1100341273	£309.00
EHDC	Rates	Bus shelters	Monthly	1st	1100327496	£91.00
Baxi	Boiler Service Contract	Town Hall	Monthly	28th	AHDP0012931	£39.24
Unity	Bank charges	General	Monthly	Last working day	20302775	£9.96
Unity	Cash & cheque handling	General	Quarterly	Last working day	20302775	Varied
Grenke	Photocopier hire	Town Hall	Quarterly	1st	700020852	£204.52
Air Copier	Printer cartridges	Town Hall	Monthly	Last working day	RM7ACBT	Varied

Lloyds	Credit Card	General	Monthly	10 working days after 28th	5563140760497290	Varied
PWLB	Loan repayment	Kings Arms	Twice a year	Mid month	PW509524	£4,705.50
Livepay	Salaries	General	Monthly	15th or closest working day	Payroll	Varied
Sum Up	Payment for card use	Town Hall	As used	As used	MEH PID341253	1.69%
SCG	Mobile phones	Town Hall	Monthly	3rd	62640	Varied

Address	Current insurance Value	New rebuild costs	Difference
Public Garden Bandstand	£123,462.36	£48,000.00	-£75,462.36
Public Gardens Compound Store	£332,528.11	£396,000.00	£63,471.89
Enclosure Store	£164,616.92	£188,000.00	£23,383.08
2 x Semi Detached Bungalows	£567,932.15	£597,000.00	£29,067.85
Edgar Hall	£833,490.00	£586,000.00	-£247,490.00
Assembly Rooms	£4,395,306.32	£3,122,000.00	-£1,273,306.32
Finnimore Pavilion	£1,415,714.52	£1,860,000.00	£444,285.48
Energique	£3,053,667.90	£3,993,000.00	£939,332.10
Charles Read Pavilion	£469,160.94	£367,000.00	-£102,160.94
Groundsman`s Hut/Barn	£90,639.51	£137,000.00	£46,360.49
2 x Garages	£13,990.73	£40,000.00	£26,009.27
5a, Vicarage Hill	£335,732.42	£653,000.00	£317,267.58
Harry Baker Pavilion	£469,160.94	£635,000.00	£165,839.06
Alton Town Hall	£1,522,717.43	£1,580,000.00	£57,282.57
No. 2 Bungalow	£246,926.04	£197,000.00	-£49,926.04
No. 1 Bungalow	£246,926.04	£208,000.00	-£38,926.04
Total	£14,281,972.33	£14,607,000.00	£325,027.67

ITEM 13 SCULPTURE DETAILS

Sculpture	Location	Value	Material	Maintenance	Maintenance Cost
Dray horse	Draymans Way entrance to Rivermead	£ 10,600	Mild steel, then galvanised	Regular check for damage (frequency tbc, and annual clean)	TBC
Cockerel on stand	Near footbridge across river Wey within Rivermead	£ 5,000	Mild steel, then galvanised	Regular check for damage (frequency tbc, and annual clean)	TBC
Harp on stand	Near footbridge across river Wey within Rivermead	£ 10,000	A combination of scrap metal and mild steel, galvanised, and a coat of paint applied to the harp	£200 for maintenance plus £50 travel costs = £250 annually. This is most likely to be minor paint touch-ups and rust management. If the piece is damaged or vandalised and needs to be taken off-site to be repaired, this would incur an additional daily fee of circa £250, depending on the type of damage.	£250 p/a
Crow on stand	Near footbridge across river Wey within Rivermead	£ 7,000	Mild steel, galvanised, then a coat of pain applied to the harp	Regular check for damage (frequency tbc, and annual clean)	TBC
2D panel with rods	Alongside pavement on ?Porter Street?	£ 16,000	A combination of mild steel, galvanised and powder coated, and reclaimed stainless steel.	Regular check for damage (frequency tbc, and annual clean)	TBC
		£ 48,600			



Alton's Brewing Heritage Trail

Introductions

Amery Hill Residents Association is the longest, continuous Residents' Association in Alton, founded in 1983

Louise Parker, Chairman of AHRA

Founding member of the Wey Walk Group and the Brewing Heritage Trail



Background to the Project

Alton's The Wey Walk has created a 'spine' that links various attractions around the town. The final piece in The Wey Walk is now being created as part of the development of the former Brewery site in the centre of Alton.

There is the opportunity to install a sequence of artworks to enhance the course of the River Wey, forming a linear heritage trail, and celebrating Alton's brewing heritage with attractive sculptures which tell the story of Alton's lost craft.

The initiative completes the set of cultural markers along the whole of The Wey Walk - the Lenten Street bridge, the Drayman's Way arch, the sculptures through the brewery site and a series of information boards strategically placed offering a mini history of Alton's brewing heritage.

The Vision



- * To create an attractive route for visitors and Altonians from Alton train station along the River Wey as far as Brick Kiln Lane.
- * With the closure of the Brewery site, an opportunity to create a complete walk which enhances the existing route and gives us a chance to create a lasting legacy for the town.
- * An opportunity for tourism for the town.
- * Creation of a traffic-free route for cyclists and walkers alike from the station directly into the town centre, and beyond into the countryside.

The Wey Walk

Delivered in partnership with Alton Town Council

Officially launched 1st May 2020

THE WEY WALK ROUTE MAP



Overview of the Brewing Heritage Trail

The trail comprises three components:

- A sequence of artworks incorporating salvaged items from the former brewery.
- An archway at the Drayman's Way entrance to Rivermead, welcoming people to the green lung weaving through the Brewery site alongside the River Wey. It will link to the archway already erected at the Lenten Street entrance to the Flood Meadows, which is part of the Wey Walk, installed in 2019.
- Complementary to the physical aspects of the trail will be a audio-visual narrative, linked to the artworks using QR codes, to enable people to access recorded memories of those who worked in the brewing industry and an account of the history of the site.

Benefits of the Brewing Heritage Trail

Completion of The Wey Walk

- Providing improved access to the River Wey for the first time in living memory to this section of the river. The addition of this section will add approx. $\frac{1}{4}$ mile directly along the river with the entire walk being circa $1\frac{3}{4}$ miles long.

Easy Access

- There are at least three access points to this attractive section of the River Wey. The sculptures will enhance this traffic-free section giving easy access to/from the town centre.
- The route itself gives level access for pedestrians and cyclists to Alton's High Street, including disabled access.

Showcasing Alton's Heritage

- The trail reinforces the connection to Alton's brewing history in a strategically important centre close to the town centre.

Benefits of the Brewing Heritage Trail

Supporting Craftspeople

- Retention of skills by local craftspersons through the creation of the sculptures using traditional materials and methods.

Education

- The memory posts, and the associated information accessed via QR codes, will 'inform, educate and entertain' all ages.
- With QR codes linking to a website and the Curtis Museum - and by extension, involvement of the Hampshire Cultural Trust - ensures the initiative is extended to involve visitors and schools in the wider, historical, aspects of the trail.

Benefits of the Brewing Heritage Trail



Tourism

The trail will further enhance Alton's offering for visitors to the town, with scope for inclusion within Alton's Walking Festival and the regular town walks.



Partnership working

The initiative involves close cooperation with many agencies including Cala Homes, the Curtis Museum, Amery Hill Residents' Association as well as civic and voluntary societies.

The initiative has been supported by members of Alton Town Council and East Hampshire District Council with their involvement from the initiative's inception.



Health and wellbeing

The completion of the Wey Walk offers an extended walk in an attractive environment with 24/7 access.

Outline of the Trail

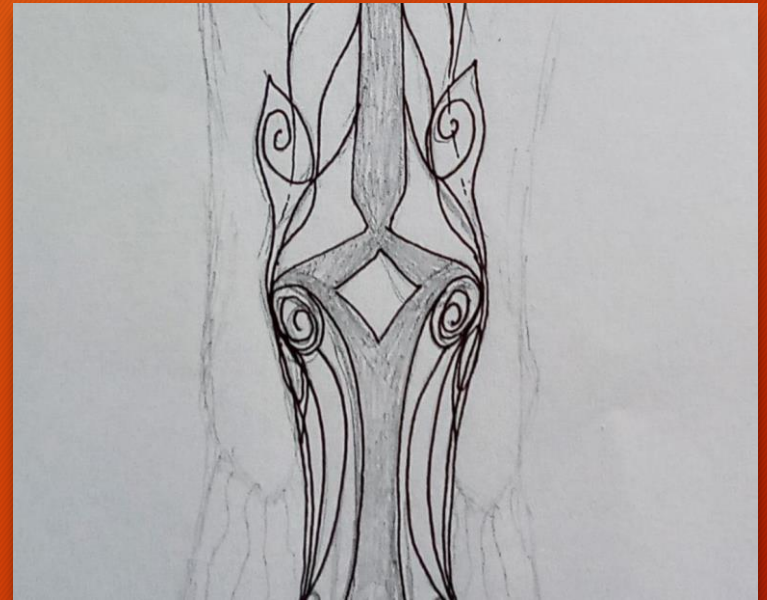


Meet the Sculptures

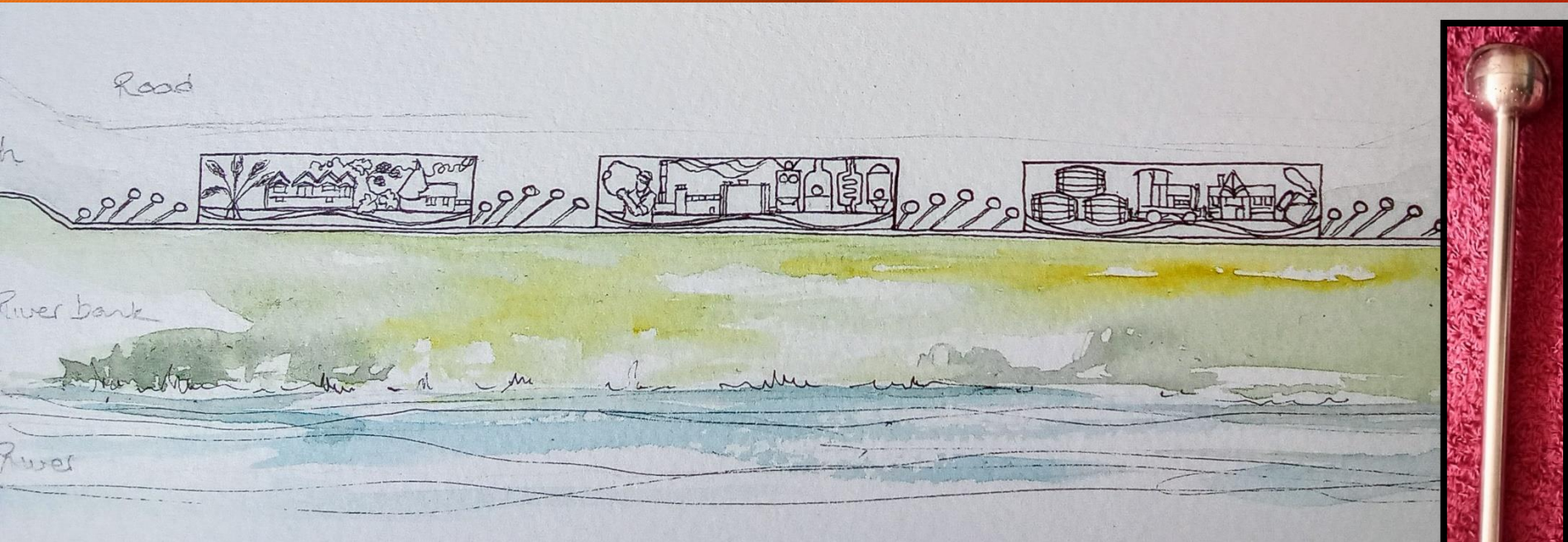
At one time 8/6 shire horses were stabled in Turk Street, looked after by Edgar August

At the Drayman's Way entrance to the site, people will be greeted by a dray horse

Funding has been secured for this sculpture from an EHDC CIL grant



Meet the Sculptures



The brewery was on this site due to the purity of the River Wey's water

Sculpture would be created using 20 aeration poles

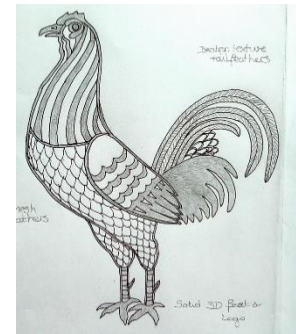
Poles to be set out in a wave formation, flowing both side to side and up and down, echoing the movement of water

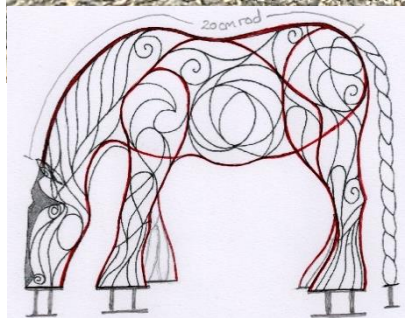
Meet the Sculptures

The crow's head was the logo for
Crowley

The Courage cockerel

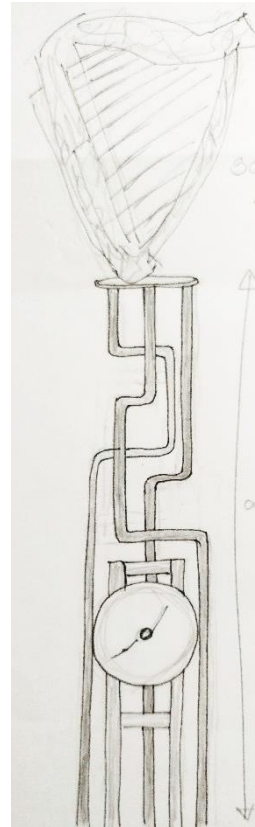
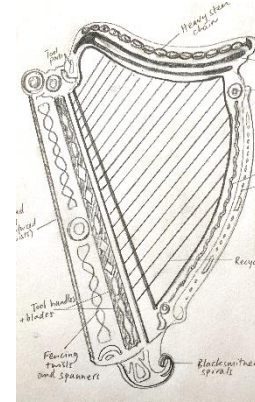
Harp lager was brewed in Alton





Drayhorse Sculpture location



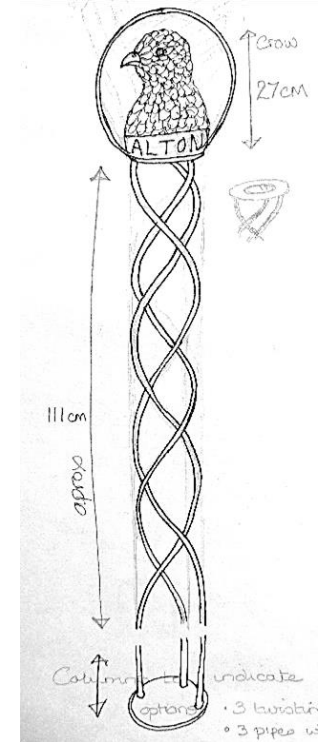


Harp Sculpture location





Crowley Sculpture location





Capturing the Brewing Process

Sculpture location



The view from across the river

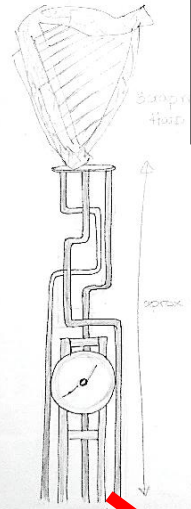


Cockerel Sculpture location



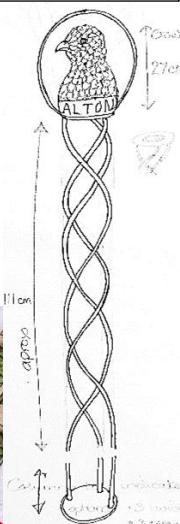
Harp sculpture
on pipework
inspired plinth

~ 60cm harp,
~111cm plinth



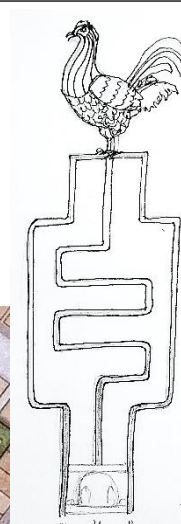
Crowley sculpture
on a pouring beer
inspired plinth

~37cm Crowley
~111cm plinth



Cockerel sculpture
on brewing process
inspired plinth.

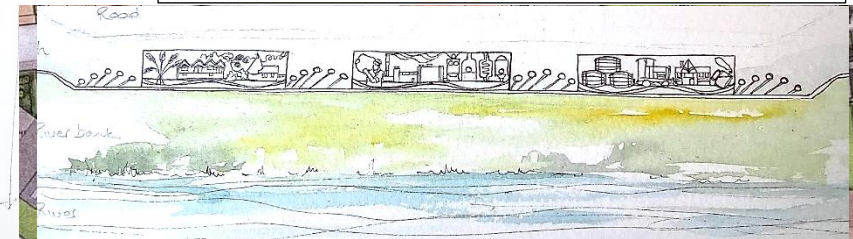
~ 60cm cockerel
~111m plinth



**Agreed positioning
for 5 sculptures**

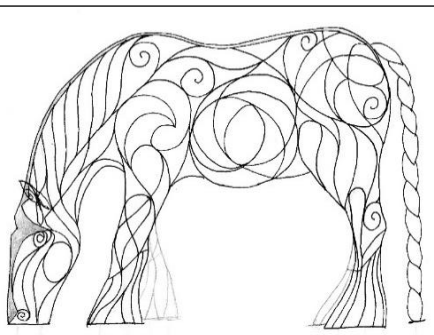
Capturing the Brewing Process sculpture
incorporating poles salvaged from the
Coors tanks.

A panel depicting the outline of the Coors brewery is
combined with the brewing process journey
from the hopfields to barrels leaving via the trainline.



Horse sculpture near entrance
to Draymans Way.

Approximate dimensions 150 x 200 cm



We're more than an agency.

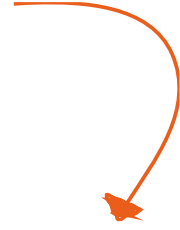
We're change makers.

Alton Town Council

Communications and Stakeholder Engagement support

Private and confidential, June 2025

About CratusGroup



Cratus Group is a specialist consultancy that understands advocacy and strategic engagement like no other. Our trusted experts provide a complete communication, engagement services and legislative counsel, creating positive outcomes for our clients.

We are experts in delivering campaigns that land with impact, that inform policy, change minds, and make a real difference to the communities and sectors that our clients work across.

Working across national, regional and trade media, as well as Westminster, local government, and the private and third sectors, Cratus Group is known for its flexibility, unmatched network and first-hand sector experience at the highest levels.

We achieve the best results for our clients when we become a part of your team, contributing political insights and understanding from the earliest stage of business planning to help inform your resource planning and decision making.

And most importantly, our clients value our work and services. In our most recent client survey, our clients told us:

- Overall, 88% of our clients rate our **services** as Good or Very Good
- 96% rate their **team** at Cratus Group as Good or Very Good
- 95% rate our **strategic counsel** as Good or Very good
- And, 95% rate our **industry knowledge** as Good or Very good

Introduction

Alton Town Council is at the heart of a thriving community, committed to representing its residents and ensuring their voices are heard. It serves as the heart of the Alton community, aiming to enhance the quality of life for its residents and stakeholders. Alton Town Council's main objectives focus on promoting civic pride, supporting local businesses, improving infrastructure, and encouraging community participation through events and initiatives. It aims to achieve these goals by engaging in active dialogue with residents and fostering a collaborative approach to local governance.

However, the Council has recently faced increasing challenges in maintaining its reputation and engaging with the public surrounding two highly controversial projects that have polarised the community. The overwhelming public interest and divided response to these projects have raised concerns about transparency, communication, and trust between the Council and its residents.

Understanding Alton Town Council's challenges

Public confidence and trust:

The Council is dealing with weakened public trust in several areas due to perceived shortcomings in transparency and concerns over potential conflicts of interest. Residents feel their feedback has not been adequately addressed, and there are

accusations of pre-determination. Restoring trust will require clear, transparent, and open communications with all residents and stakeholders on board.

Unified public representation:

The Council must ensure it is seen as representing the interests of the entire community. Its messaging needs to reflect the collective responsibility of the Council, and decisions must be presented as unified, and made in the interest of all residents (clearly demonstrating that community feedback and ideas have been considered).

Outdated communication methods:

Current public engagement efforts have not been as effective as they could be in reaching a broad and representative cross-section of the Alton population. The Council needs to adopt more appropriate digital communication tools and in-person approaches to better engage with its residents, collect feedback, and foster participation in Council activities.

Considering these challenges, Alton Town Council recognises the need to enhance its public relations activities by having a robust and comprehensive communications strategy to help improve its engagement with residents and present a more professional and inclusive image to the public.

Opportunities – Cratus Group's expertise

Cratus has extensive experience working with local councils to enhance their communication and public engagement strategies. We understand the pressures councils face and the importance of building strong, credible relationships with the community. Our specialist teams in Corporate Communications, Local Government, and Communities have consistently created strategic communication plans that align with council objectives. By prioritising genuine engagement and

crafting narratives that involve the community, we help councils foster lasting relationships, ensuring residents feel included in the decision-making process rather than having decisions imposed upon them.

Underpinning all the activities outlined in this proposal is the development of engagement structures that will embrace the interests of all stakeholders, establish the leading role to be taken by the council, and enable a shared vision of the delivery objectives for the community. Our tailored approach to strategic communications will support Alton Town Council in the following areas:

Restore public confidence:

- Develop a comprehensive and transparent communications plan that outlines the decision-making processes for projects identified as controversial and establish a template for future projects.
- Create a feedback loop that visibly demonstrates how public input has been considered and incorporated into Council decisions.
- Instill internal frameworks so that council members can handle public communications more effectively, especially when addressing contentious issues or crises, and managing public perception to build trust.

Update the council's public engagement:

- Implement a fit for purpose, updated communication strategy that includes the use of engagement workshops, online forums, and interactive tools such as surveys and polls to increase public engagement.
- Ensure that communication is representative and reaches a wider demographic, particularly underrepresented groups, through targeted campaigns and partnerships with local community groups.
- Design user-friendly content that invites public participation and feedback, making the Council's activities more accessible and transparent.

Strengthen the council's public image:

- Help the Council craft a unified message that reflects the collective responsibility of its members and conveys its commitment to serving the interests of all residents.
- Provide training to improve Council members' presentation and communication skills, ensuring that key messages are delivered clearly and consistently to residents.
- Enhancing media relations to increase positive press coverage of the Council's local activities, building a positive public image, and positioning the Council as an advocate for the community.

Proposed Scope of Works

Phase 1- Internal alignment

Purpose

This phase is focused on building a strong internal foundation so that all council members, staff, and relevant stakeholders are aligned on the council's strategic priorities, messaging, and engagement approach. It ensures that before any external engagement begins, there is internal unity, clarity, and confidence in direction.

Key activities

1. Internal Alignment Workshops

Cratus will run one or more facilitated sessions with council leadership and relevant teams to:

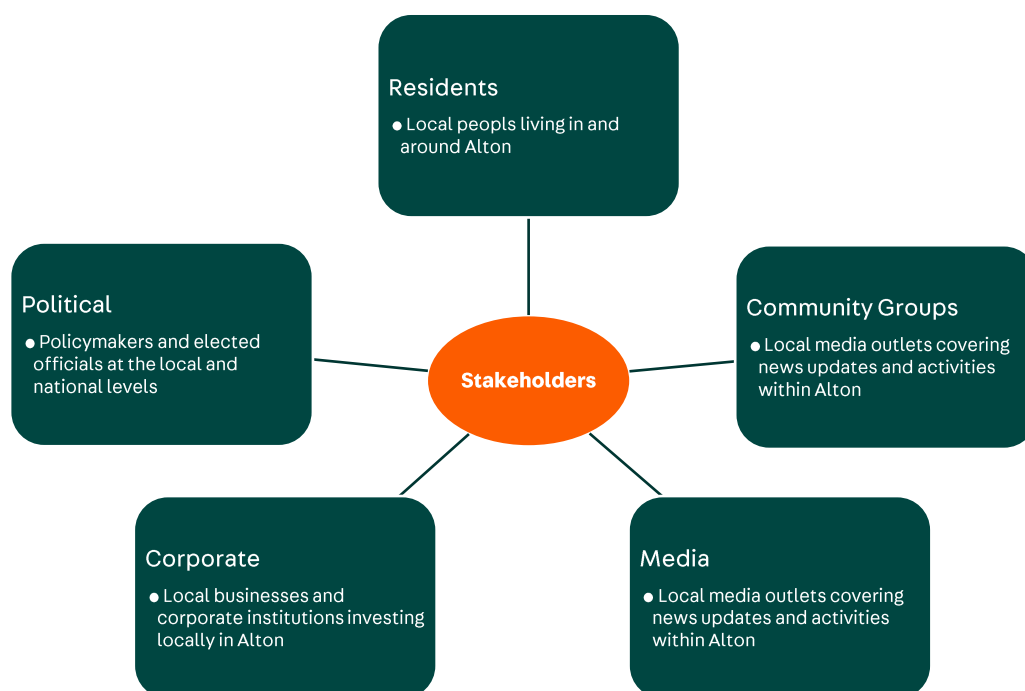
- Clarify Alton Town Council's strategic objectives and key messages.
- Align on both long-term vision and immediate operational priorities.
- Identify stakeholder engagement needs and approaches.
- Create a clearly defined strategic direction to guide future decision-making and communication.

2. Messaging and Briefing Development

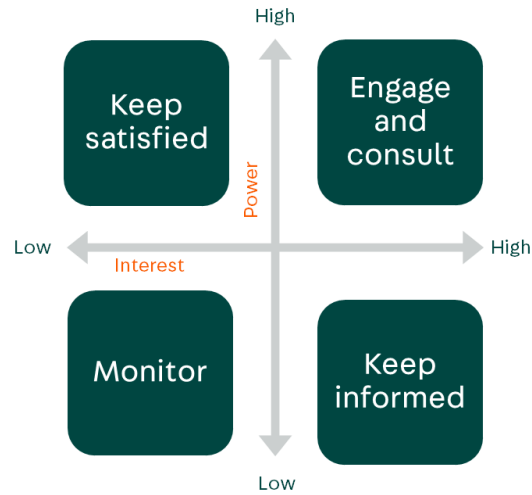
- Create a unified set of internal messages that explain the council's purpose, goals, and position on key issues.
- Develop a strategic briefing document that can be referenced consistently by council members and officers.
- Ensure this document is reviewed and endorsed by leadership to reinforce its authority and relevance.

3. Stakeholder Mapping

As part of the internal alignment, we will work with the council to create a stakeholder matrix that identifies key stakeholder groups and maps their importance, influence, and current engagement status.



We will use our proven stakeholder mapping methodology, which includes the below simple mapping process to inform the community engagement strategy and implementation plan.



Using this framework ensures clarity on ownership, streamlines communication, and reduces overlap or confusion about who does what.

In order to create a comprehensive stakeholder matrix we will:

- Work collaboratively to identify key stakeholder groups (residents, political contacts, media, businesses, community groups, etc.).
- Review past engagement efforts and outcomes.
- Understand dynamics, influence levels, and expectations of different audiences.
- Produce a stakeholder matrix to support targeted and effective communication strategies going forward.

Expected outcome:

This phase creates a shared understanding within the council, reduces the risk of mixed messages, and prepares the organisation to engage the public confidently and consistently. It is the strategic springboard for the community-facing activities in Phases 2 and 3.

Phase 2 Resident community engagement

Following phase 1, Cratus will collaborate with the council to develop a comprehensive Stakeholder and Community Engagement Strategy, designed to deliver public-facing activities. Cratus recommends a mix of formal, informal, and digital engagement techniques to reach a wide audience, allowing individuals to engage in ways that best suit them. This approach focuses on meeting people where they are, rather than expecting them to come to us. Cratus will help craft a bespoke strategy, selecting the most appropriate techniques based on the internal alignment workshop outputs.

Example community engagement techniques

Engagement Techniques	Description
Surveys (paper/online)	A survey is a traditional research method used for collecting data via a questionnaire from a predefined group of respondents. Surveys contain a set of structured questions to gain quantitative data and free-text questions for qualitative responses
Public exhibitions	These events are a good way to engage those stakeholders who may be most affected by upcoming projects in the area and those who would like to see detailed information about what is being proposed. Such events should be well publicised and accessible to everyone living in Alton Town.
Pop-up stalls	Pop-ups take engagement directly out to the community. These informal engagement events use eye-catching printed boards or banners and handouts in places where there is a high level of footfall. We recommend hosting stalls in a range of venues to reach the broadest demographics, from taking stands at community events, markets, and fairs to renting a spot in shopping centres or supermarket foyers. Pop-ups reach audiences that are unlikely to make a special trip to a public exhibition or council meeting. This audience is often less affected by the proposals but will respond well to the offer of simply presented information and free incentives e.g., sweets, popcorn, or hot chocolate. This technique can be used to supplement more formal means of engagement to gauge community sentiment.
Youth workshops	True community engagement is wide-reaching and inclusive, and as such, should also include the future generation of our communities. Youth groups or school workshops provide a valuable and very different insight into what younger people think about their aspirations and the future of Alton Town.
Stakeholder Liaison Groups	Liaison Groups offer the opportunity to engage with stakeholder representatives in Alton Town regularly on a range of topics, in detail, and over a consistent period.
Online engagement events	Online engagement is also increasingly popular. Originally developed to reach online audiences during the pandemic, it has been developed and adapted around the needs of stakeholders to drive up engagement at all levels. Online forums are a useful, cost-effective, and inclusive approach to creating two-way conversations with a wide range of stakeholders on a range of topics. There are also other online tools available including feedback forms, snap polls, an 'ideas wall', and online FAQs.
Drop in events	Drop-ins are informal and inclusive gatherings to facilitate open interaction and engagement among community members. Typically held in a casual setting within the community, such as a parish hall or community centre, or outdoor space, the event encourages residents to attend at their convenience. Attendees can share ideas, voice concerns, and ask questions. Drop-ins often feature interactive activities (e.g. an ideas wall), information stations, and opportunities for one-on-one conversations with the council.

Engagement Techniques	Description
Business briefings	Informal business briefings are concise meetings used to give updates and source feedback, preferably in a more casual setting to encourage open discussion and collaboration. Breakfast events often enable higher attendance levels, as participants can attend before work. Held in relaxed environments like coffee shops or office lounges, preferably with refreshments included, they promote an exchange of ideas and ensure businesses feel informed.

Phase 3 – Ongoing Public Relations Support and Crisis Management

Enhancing digital communication and engagement

To ensure inclusivity, targeted strategies will be developed to reach a more diverse audience across different age groups, cultures, and socioeconomic backgrounds, using tailored messaging and channels (methods identified in Table 1). Additionally, user-friendly tools, such as interactive websites can facilitate community feedback, allowing residents to easily share their views and track the Council's progress.

Restoring public trust and transparency

Cratus Group's Corporate Communications team will focus on developing clear messaging and approaches to restore public confidence by transparently addressing the community's concerns about existing challenges. To rebuild trust, Alton Town Council will communicate the steps it is taking to resolve perceived issues, such as conflicts of interest and a lack of transparency, using testimonials, data, and regular updates to demonstrate actions taken. Open feedback channels will be established to provide the public with accessible ways to share their views (methods identified in Table 1.), ensuring that this input is publicly acknowledged and incorporated into the Council's decision-making processes.

Strategic public relations and media relations

As part of the community engagement phase, the media will play a key role in fostering transparency and building public trust. Proactive media relations will be cultivated by the council and Cratus to create compelling stories that highlight the Council's initiatives, community efforts, and responsiveness to public needs, ensuring positive coverage. To maintain credibility, all communications will reflect a unified stance, presenting decisions as collective actions of the entire Council (underpinned by community input), thereby reinforcing its accountability and shared responsibility. Additionally, the strategic communications plan will include contingencies to manage any future controversies, allowing for swift and clear responses to potential challenges.

Professional presentation and media skills training

Professional presentation and media skills training will equip Alton Town councillors with the tools needed to communicate effectively with both the media and the public. Cratus can provide training to improve presentation skills for interviews, press conferences, and public appearances for councillors and other required internal stakeholders. Additionally, the focus will be on refining

public communications to ensure that councillors are confident and effective in delivering clear and compelling narratives that resonate with the community.

Strategies in Action – Cratus Group Case Studies

Case Study 1: Cratus Group's support of Shinfield Parish Council

Challenge: Shinfield Parish faced significant challenges due to its geographic spread and the simultaneous development of around 20 new projects within its boundaries. There was a need to unify the diverse communities across the parish and ensure that all residents felt a sense of ownership, particularly with the construction of a new Community Centre in Shinfield Village.

Approach: Cratus was engaged after discussions at a conference, where the Parish's concerns about community divides were raised. The team worked extensively to draft an in-depth Communications and Engagement Action Plan, which formed the basis of the broader Community Development Strategy.

1. Engagement Tactics:

- **Pop-up Stalls:** Cratus set up pop-up stalls outside primary schools and worked with headteachers to integrate engagement with the new Community Centre into the school curriculum.
- **Social Media Strategy:** An extensive social media strategy was implemented to reach all parts of the parish, with careful consideration to avoid isolating smaller villages and hamlets by not over-emphasising 'Shinfield' as a single focus.
- **Parish Updates:** A monthly programme of 'Parish Updates' was introduced, designed to foster inclusivity by ensuring representation of all areas across the parish.

2. Community Ownership:

- Cratus used the new Community Centre as a catalyst for bringing the parish together, collaborating with councillors to create a sense of shared ownership. The plan included a complete review of the parish's name, logo, and identity, aimed at uniting the parish's various communities over the course of the year. This work then led to Cratus leading a naming strategy for the new Community Centre to enhance the recognition of the smaller villages within Shinfield Parish.

Result: By focusing on the concerns of the local community and being led by local knowledge, Cratus created a communication strategy that was better received and more responsive. This approach established trust quickly and strengthened community ties across The Parish. The collaborative strategy fostered engagement from all corners of the parish, ensuring that the new Community Centre became a shared asset for all residents.

Case Study 2: Cratus Group's support of Tewkesbury Borough Council

Challenge: Following the 2023 local elections, Tewkesbury Borough Council faced a period of transition, with new leadership seeking to rebuild trust with the community, improve transparency, and enhance public engagement around key initiatives, particularly the Tewkesbury Garden Town project. The council needed to be seen as representative of the entire community, while also leveraging modern communication tools to facilitate two-way dialogue.

Approach: Cratus was appointed to develop a comprehensive communication and engagement strategy for Tewkesbury Garden Town. The focus was on restoring public confidence through trust-building, transparent communication, and the use of innovative digital practices.

1. Building trust and transparency:

- Cratus conducted a thorough review of past engagement activities and feedback. Interviews with key stakeholders, councillors, and officers were instrumental in identifying the gaps in the council's previous communication efforts.
- A Gateway Review was performed to assess the council's readiness for the next phase of the Garden Town, with recommendations focused on strengthening community engagement. These recommendations were accepted by the council, reinforcing their commitment to transparency.
- Workshops with diverse community groups and stakeholders led to the development of a new vision and narrative for the project, fostering a sense of shared responsibility and transparency in decision-making.

2. Representing the community:

- The stakeholder framework developed by Cratus identified and mapped key stakeholder groups, ensuring that the engagement strategy was inclusive and representative of the entire community.
- The new vision for Tewkesbury Garden Town was co-created with input from councillors, officers, and residents, presenting the council as truly representative of the community it serves.

Outcome: Cratus's efforts successfully positioned Tewkesbury Borough Council as a transparent, responsive, and community-focused authority. In collaboration with officers and advisors, we produced a fully integrated Stakeholder and Community Engagement Strategy to support the delivery of the Garden Town. This included statutory and non-statutory engagement, stakeholder maps, and mechanisms for genuine engagement throughout the programme. The council has adopted this strategy and continues to deliver in line with our recommendations.

Case Study 3: Cratus Group's support for a district council's local plan

Challenge: A district council near London required assistance to deliver the local plan, a crucial project impacting the community's future development. The council needed support in crafting clear, non-political messaging to engage stakeholders effectively, manage public enquiries, and ensure transparency throughout the process. The challenge was to communicate the benefits of the local plan while addressing public concerns and ensuring councillors and officers were well-prepared to engage with stakeholders.

Approach: Cratus worked closely with councillors and officers to develop a communication strategy focused on delivering clear and consistent messaging about the local plan. The approach centred on:

- **Depoliticising the Process:** Cratus helped the council remove political bias from the plan-making process, ensuring that the messaging focused on the benefits for the community rather than political agendas.
- **Councillor and Officer Preparation:** Cratus provided one to one support and training to councillors equipping them with the skills to communicate confidently with the public, manage public inquiries, and speak effectively about the local plan.

- **Crafting Positive Messaging:** The team worked to shape the narrative around the plan, presenting it as a positive, community-focused initiative. This included clear explanations of how the public could engage with the plan and the overall process.

Result: By creating a robust and tailored strategy, Cratus ensured that the council's local plan was presented in a clear, professional, and inclusive manner. As a result of our work the Council was able to move forward with further consultation on their local plan and highlight the opportunities the plan can deliver outside of housing numbers. Cratus is continuing to support the council through the consultation process.

Case Study 4: Cratus Group's support for the Southwick Estate regeneration

Challenge: Adur & Worthing Councils faced a significant decision regarding the future of the Southwick Estate in West Sussex. The 255-home estate required regeneration, with options ranging from refurbishment to partial or full redevelopment. The challenge was to engage the community meaningfully throughout the consultation process, ensuring residents made a well-informed choice on the preferred option.

Approach: Cratus was appointed in early 2021 to lead five phases of consultation, making sure that residents were fully involved in shaping the future of their estate. The team employed a friendly, resident-centric approach, using layman's terms to explain complex technical details and adopting communication methods that best suited the community. These included:

- **Face-to-face Engagement:** Doorstep conversations and pop-up events to meet residents directly.
- **Regular Communication:** Phone calls, emails, and regular Resident Working Group meetings to keep residents informed and ensure ongoing dialogue.
- **Simplified Information Delivery:** Cratus advised council officers, architects, and consultants on how to relay complex regeneration options in simple, easy-to-understand language.

Result: Cratus built a comprehensive understanding of all redevelopment options, enabling the team to quickly respond to residents' queries and dispel any misinformation. With a reputation for swift responses and proactive engagement, Cratus earned the trust of the community. Long-term tenants, many of whom had lived on the estate for decades, noted that this was the most engaged and listened to, they had ever felt. By positioning themselves at the heart of the project, Cratus ensured that residents were informed, reassured, and empowered throughout the decision-making process.

Previous client feedback – other Cratus projects

Alison Ward, Parish Clerk on behalf of Arborfield & Newland Parish Council – Arborfield Green

"We have found working with Cratus on the development of Arborfield Green very positive, especially via the regular Liaison Group meetings, where forthcoming works programmes are shared, and any concerns are dealt with. A good relationship has been built between the Parish Council and Crest Nicholson, which we are sure will continue as the development progresses."

Julia Potts, former Leader of Waverley Borough Council – Brightwells Yard

"The Communities team did a great piece of work turning the tide of public opinion around our town centre regeneration scheme. They worked really well with local residents' groups, schools, councillors, many campaigning groups, local businesses and the chamber of commerce to bring

the whole range of stakeholders involved together while taking extra care to nurture complex relationships with the directly impacted site neighbours and working in partnership with our three tiers of council.

The team made sure that everyone in the town knew about works finally getting underway by developing an impressive strategy which used a whole range of forms of communication, from pop up displays and exhibitions in a range of locations to stalls at the carnival and other local events. The team worked closely with the local newspaper group to build a relationship from scratch, holding regular meetings and getting positive factual news out to target misinformation.

The Communities team work right across the board from PR to community engagement, and their collaborative non-confrontational approach brings people along with them."

Fees and indicative activity – terms and conditions

At Cratus Group, we make it a commitment to our clients to ensure we propose the most suitable and flexible pricing options available to meet your individual needs.

Our Corporate Communications team operates on a blended day rate. This approach allows us to ensure we provide the right counsel and support for the project and doesn't limit access to senior members of the team throughout the project lifecycle.

For this programme we would offer this at a rate of £1,300 (+VAT) per day.

Below is an indication of the investment you may allocate to each element of the project, project, but this will be dependent on a number of factors such as the available input and expertise from within the council and its partners, the number of interventions agreed and the complexity and depth of information required to be included. As we have based this on a number of assumptions, we would be happy to have further conversations with the council to provide a more accurate fee proposal.

All fees are exclusive of VAT, expenses and hard costs associated with the running of events (eg venue fees, catering, printed materials etc).

Phase 1: Strategy development and consultation:

This phase includes a detailed review of current communication practices, stakeholder mapping, and the creation of a bespoke communication strategy tailored to address the Council's unique challenges. We anticipate this taking up to 6 days, with an investment of c£7,800

Phase 2: Resident / Community engagement:

This phase covers the introduction of modern digital communication tools, media training for Council members, and the creation of content to support the Council's engagement efforts. Depending on the level of services required, we anticipate this taking up to 10 days, with an investment of c£13,000

Phase 3: Ongoing public relations support and crisis management:

For ongoing support, Cratus will provide media relations assistance, monitor public sentiment, and offer crisis communication support as necessary to ensure the Council remains proactive in its communications. We would expect this support to average at around 4 days per month, with an investment of £5,200.

Next steps

Alton Town Council is at a critical juncture and implementing an effective communication strategy will be essential in restoring public trust, modernising engagement, and presenting the council as a unified body representing all residents. Cratus Group has the expertise and experience to guide the council through this process, offering tailored solutions that meet its specific needs.

If we have the privilege of working with you, we would recommend starting with a kick off workshop and strategy meeting to outline the immediate next steps. Once agreed, we will prepare a project plan and provisional timeline to map potential activities (which will be agreed with councillors and officers).

We look forward to the opportunity to work with Alton Town Council to achieve its communications goals and strengthen its relationships with residents and the wider community. If you have any questions or require adjustments to the scope, please feel free to contact us.

Your team

Sarah McKee



Sarah's career has been built on an ability to bring strategic objectives to life through purposeful communications, with a background in construction and major infrastructure projects. Equally at home in the board room, the parish hall or the site canteen, Sarah is adept at balancing the requirements of different stakeholders and cascading communications through the supply chain. She is skilled at supporting different parties to analyse and codify their contrasting priorities, and helps people and teams to understand that 'contrasting' does not have to mean 'conflicting'.

Sarah is passionate about representation, inclusion and social value. She has been a judge for the Diversity in Rail category for the Rail

Business Awards since 2019, and a committee member for Women in Rail West Midlands since 2018. In 2021 she was the winner of the European Women in Construction and Engineering (WICE) Awards 'Best female mentor'.

Before joining Cratus, Sarah held numerous in-house communications, stakeholder management and transformation roles within construction and the built environment, delivering projects from company and employer branding, inclusion and behavioural change, strategic business planning, community and stakeholder engagement, people development and capability planning.

Charlotte Platten



Charlotte is an expert in public sector communications, with a particular focus on local government. She works with major unitary authorities and district councils across the UK, advising on strategic communications, governance, process, and cultural transformation. With deep knowledge of political management, committee operations and team structures, she helps public bodies navigate complex challenges with confidence. She also serves as Finance Lead on the board of the Public Sector Challenge.

With a strong focus on internal communications and corporate culture, Charlotte supports organisations in understanding and making the most of their teams, fostering positive workplace environments and sustainable change. She helps leaders engage their people and bring them along on the journey, harnessing Cratus Group's expertise in creating thoughtful corporate storytelling and strategic communications.

Her expertise and impact were recognised by her colleagues and the industry alike when she won the PRCA Rising Star Award in 2020.

Charlotte brings not only expertise and strategic insight but also energy, creativity, and a sense of humor to everything she does.

Sam Carmichael



Sam specialises in communications and public affairs, and has held in-house, freelance and agency positions across several industries spanning the built environment to local government.

Sam worked as a political advisor at Milton Keynes City Council where she led on communications and public affairs for the Labour administration. Working closely with the Executive, she helped to write manifestos, produce council plans, conduct briefings, and boost the reputation of the City Council among stakeholders and the wider public.

A journalist by trade, Sam is adept at asking the right questions to simplify and present complex information. She led a large-scale information campaign during the COVID-19 pandemic, working with officials and local authorities while managing a team of reporters.

She is passionate about storytelling, and helping organisations get their message across effectively. Sam started her career working in PR for a university, before moving into broadcast journalism and freelance communications. She has a first-class degree in Communication, Media and Journalism.

Jenny Cooper



Jenny's clients depend on her to provide strategic advice across a wide range of projects from new housing developments to regeneration projects, covering all stages of the development journey. She leads the Communities team, directing the day-to-day work across the projects to ensure all work is of a high quality.

She joined as a Community Liaison Officer in January 2020 and has worked across the UK on a variety of work since day one, from

door-knocking and holding pop-up consultations, to planning and hosting community events to get to know the new residents and all their thoughts and concerns.

Jenny has a proven track record in pulling together the different corners of the community, creating a lasting legacy for clients and residents.



Alton Town Council Procedure for the Co-option of a Councillor - DRAFT

1. Introduction

- 1.1 This procedure is based on the National Association of Local Councils (NALC) Legal Briefing L15-08 – Good practice for selection of candidates for co-option to local Councils.
- 1.2 Parish Councils are permitted to exercise the power to co-opt a person on to the Council to fill a casual vacancy when the requirements to hold an election have not been met (i.e. the vacancy was the subject of a public notice and less than 10 registered electors requested a by-election by the published deadline).

2. Advertisements

- 2.1 NALC recommends that Councils always give public notice of vacancies because this makes the process of co-option open and transparent and should attract more potential candidates.
- 2.2 Alton Town Council will advertise a vacancy for three weeks on its noticeboards, on its website (www.alton.gov.uk), through social media and in the Alton Herald, with an application form and closing date for applications.

3. Application Process

- 3.1 All potential candidates should put their application in writing (an application form is published on the website or available by other means on request) and provide the following information to assist Council in making its decision:
 - i. Name, address and contact details;
 - ii. Reason for wishing to be co-opted as a Councillor;
 - iii. Confirmation of eligibility to become a Councillor.
- 3.2 Prior to the next available Full Council meeting:
 - i) The Town Clerk will check that each candidate is qualified to become a Councillor and is not disqualified from being a Councillor as set out in the Local Government Act 1972 s79 and s80;
 - ii) The completed application forms will be circulated to Councillors with the agenda for the meeting. All such documents will be treated by the Clerk and Councillors as strictly private and confidential apart from the name of the candidate and the accompanying reason for wishing to be co-opted.
- 3.3 At the next Full Council meeting:
 - i. The election of the councillor will be an agenda item on the public part of the agenda. Candidates will be invited to speak for three minutes in support of their statement of

why they would like to be co-opted. Councillors may ask questions of each candidate for a further three minutes.

ii. If a Councillor is a relative of or has business connections with any candidate which may be perceived as prejudicial, that Councillor should declare an interest and withdraw from the meeting and will not be allowed to vote.

iii. Voting is in accordance with Standing Orders and will be in public. A voting form may be produced depending on the number of candidates.

iv. The successful candidate should receive an absolute majority vote of those present and voting. If there are more than two candidates for the vacancy and none of them at the first count has an overall majority, the candidate with the fewest votes should be eliminated and the remainder put to the vote again. The process should be repeated as necessary until one candidate has an overall majority. The Mayor has a second and casting vote in the event of a tie.

v. The successfully co-opted candidate will become a Councillor in his/her own right, with immediate effect once the Declaration of Acceptance of Office has been signed. The successful candidate will also need confirm that they will comply with and abide by the Town Council's Code of Conduct. The Registration of Interests Form must be completed within 28 calendar days of appointment.

vi. The co-opted Councillor is no different to any other Councillor and will serve until the next normal election.

4. Date of Adoption

4.1 This Procedure for the Co-option of a Councillor was adopted by Council on 9th July 2025. *[If agreed]*

4.2 Review Date: April 2026.