

Stratfield Mortimer Parish Council

Stratfield Mortimer Parish Council
27 Victoria Rd,
Mortimer Common,
Reading RG7 3SH

21/08/2025

Dear Danielle,

**New bus shelter provision implemented with funding from West Berkshire Council's
Bus Services Improvement Plan**

I am pleased to confirm that you have been awarded a grant from West Berkshire District Council's Bus Service Improvement Plan's financial award from the Department for Transport. The funding is to improve bus passengers travel experience in the district and the grant allocation is subject to your agreement and compliance with its objectives and monitoring requirements which are set out in this letter and its Annex.

1. Overview of the Grant

Described in the table below:

Grant Objectives	<p>The Provision of New Bus Shelters and a contribution towards their cleaning together with an allocation of maintenance and contingency funding.</p> <p>Further detailed Grant Objectives are set out in Schedule 1 of the Annex to this letter.</p>
Maximum amount of Grant	£24,657.81
Funding Period	The period from 01/09/2025 to 31/08/2030
Authorised Officer contact details for the Council:	<p>Name: Matthew Metcalfe Senior Transport Officer</p> <p>Address: Transport Services Team, West Berkshire Council, Market Street, Newbury, RG14 5LD.</p> <p>Telephone: 01635 519663 Email: matthew.metcalfe@westberks.gov.uk</p>
Contact details for the Grant Recipient:	<p>Name: Danielle Davis Clerk</p> <p>Address: Stratfield Mortimer Parish Council, 27 Victoria Rd, Mortimer Common, Reading RG7 3SH</p> <p>Telephone: 0118 933 1955 Email: the.clerk@stratfield-mortimer.gov.uk</p>

ANNEX 1

THIS AGREEMENT is made on the

BETWEEN:

- (1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices Market Street Newbury Berkshire RG14 5LD (the **Council**); and
- (2) **Stratfield Mortimer Parish Council** of 27 Victoria Road, Mortimer, Reading RG7 3SH, of the other part (the **Grant Recipient**).

BACKGROUND:

- (a) The Council is in receipt of grant funding for the Bus Services Improvement Plan (BSIP) programme as the Local Authority responsible for delivering bus passenger improvements in the Council's local area.
- (b) This grant funding is from the Council's BSIP award from the Department for Transport.
- (c) Following the Council's engagement with local councils seeking interest in bus passenger improvements the Grant Recipient identified a requirement within their district to improve the provision of bus shelters.
- (d) The Council wishes to enable the provision of more bus shelters in the parish of Stratfield Mortimer by award of a grant to cover the cost and installation of the bus shelters, a contribution towards the cleaning and an allocation for maintenance and contingency funding to cover any unforeseen repairs needed for the shelters.
- (e) The Council has agreed to provide grant funding to the Grant Recipient and the Grant Recipient is willing to accept grant funding for the supply and installation of the new bus shelters detailed in Schedules 1-3 and to ensure their cleaning, maintenance and repairs in accordance with the requirements set out in this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the following provisions shall have the meanings given to them below:

- 1.1.1 **Agreement** means this written agreement and attached Schedules;
- 1.1.2 **Confidential Information** means information that is stated to be confidential or ought reasonably to be considered confidential due to the nature of the information or the circumstances in which it was conveyed or imparted, including where disclosure of the information would, or is likely to, prejudice the commercial interests of either party or a third party;
- 1.1.3 **Consents** means all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory or otherwise) necessary;
- 1.1.4 **EIR** means the Environmental Information Regulations 2004;
- 1.1.5 **FOIA** means the Freedom of Information Act 2000;
- 1.1.6 **Grant** means the sum to be granted by the Council to the Grant Recipient as set out in clause 4.1;
- 1.1.7 **Grant Objectives** means the activities to be conducted by the Grant Recipient as set out in Schedule1;
- 1.1.8 **Information** has the meaning given under section 84 of the FOIA 2000;
- 1.1.9 **Laws** means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;
- 1.1.10 **Special Conditions** means the Council's Highways and Transport Services Team Guidance notes for Grant Recipients regarding bus shelters set out within Schedule 3 of this Agreement.

2. PURPOSE OF THE GRANT

- 2.1 The Grant is provided by the Council to the Grant Recipient for delivery of the Grant Objectives set out in the letter above and further detailed in Schedule 1.
- 2.2 The Grant Recipient shall use the Grant only for the purpose of the Grant Objectives and in accordance with the terms of this Agreement.
- 2.3 Where the Grant Recipient intends to apply to a third party for other funding in relation to delivery of the Grant Objectives, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Grant Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Grant.
- 2.4 The following costs are not permitted uses of the Grant: Payments that support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.

3. DURATION, TERMINATION AND CONSEQUENCES OF TERMINATION

- 3.1 This Agreement comes into effect when it is signed and dated by the parties and, unless otherwise terminated in accordance with this Agreement, will continue until:
 - 3.1.1.all Grant monies given to the Grant Recipient by the Council have been spent; and
 - 3.1.2.all reporting and accounting obligations relating to how the Grant Recipient has spent the Grant have been completed.
- 3.2 The Grant Recipient has one year from the commencement of this Agreement to place an official order for the shelter(s) to be delivered and installed. If this time frame is exceeded, then all Grant funding for the proposed shelter(s) shall be returned to the Council.
- 3.3 There is no time limit requirement for the Grant Recipient to spend the Grant on either the cleaning programme or any expenditure from the Maintenance and Contingency Funding elements of the Grant.
- 3.4 The Council shall be entitled to immediately terminate this Agreement if the Grant Recipient fails to comply with the Grant Obligations or breaches this Agreement including a breach under Clause 5.5.
- 3.5 Any Grant Obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

4. PAYMENT

- 4.1 Subject to compliance with this Agreement the Council shall pay the Grant Recipient the Grant as set out in Schedule 2 and is the maximum amount that the Council shall contribute to the Grant Objectives.
- 4.2 Where the Grant Recipient enters into a contract with a third-party contractor in connection with the Grant Objectives, the Grant Recipient will remain responsible for paying that third-party contractor. The Council has no responsibility for paying any third party invoices.
- 4.3 Onward payment of the Grant and the use of third-party contractors shall not relieve the Grant Recipient of any of its obligations under this Agreement, including any obligation to repay the Grant.
- 4.4 If VAT is held to be chargeable in respect of the Agreement, all payments shall be deemed to be inclusive of all VAT and the Council shall not be obliged to pay any additional amount by way of VAT.
- 4.5 The Grant recipient shall be responsible for all matters relating to the financial administration of the Grant, ensuring that it is safely banked, used in accordance with this Agreement and that there is sufficient insurance cover against any loss, misuse or theft of the Grant or any portion of it.
- 4.6 The Grant Recipient shall promptly repay to the Council any Grant money incorrectly paid to it either as a result of administrative error or otherwise.

5. OBLIGATIONS OF GRANT RECIPIENT

- 5.1 The Grant Recipient shall only use the grant for the Grant Objectives in accordance with this Agreement and the Grant recipient shall not make any changes to the Grant

Objectives without consulting the Council and agreeing the changes in accordance with clause 12.3 (Variations).

- 5.2 In return for accepting the Grant the Grant Recipient shall comply with this Agreement and the Schedules.
- 5.3 The Grant Recipient shall closely monitor the delivery and success of the Grant Objectives and meet the reporting requirements set out in Schedule 1.
- 5.4 The Grant Recipient shall maintain accurate and complete records in relation to the use of the Grant and provide the Council with such records, receipts, or such other information and assistance within five days of a request to evidence that the Grant has been spent for the Grant Objectives and in accordance with this Agreement.
- 5.5 The Grant Recipient shall comply with all Laws in the completion of the Grant Objectives, including but not limited to those relating to public procurement, subsidy control, health and safety, bribery and corruption, data protection, equality and freedom of information.
- 5.6 The Grant Recipient shall ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Grant Objectives or the Agreement.
- 5.7 From the date of the transfer of the Grant to the Grant Recipient, the Grant Recipient shall be responsible for all matters relating to the financial administration for the Grant, ensuring it is safely banked, used in accordance with this Agreement and that if the Grant Recipient deems it necessary, there is sufficient insurance cover against any loss, misuse or theft of any portion of the Grant.
- 5.8 The Grant Recipient will notify the Council within 2 Operational Days of becoming aware of any actual or potential failure to comply with any of its obligations under this Agreement, which includes:
 - 5.8.1 any accident, injury or complaint in relation to the Grant Recipients delivery of the Grant Objectives;
 - 5.8.2 any warning notices, interventions or other regulatory action from any regulator in relation to the Grant Recipient; and
 - 5.8.3 any loss of consent, approval or licence that has a material adverse impact on the Grant Recipient's delivery of this Agreement;
 - 5.8.4 those caused by any, administrative, financial or managerial difficulties.
- 5.9 Where requested by the Council, the Grant Recipient shall provide reasonable assistance and cooperation to enable the Council to comply with its information disclosure obligations under the Freedom Of Information Act 2000 and Environmental Information Regulations 2004 and acknowledges that the Council may be obliged to disclose information concerning the Grant Recipient or this Agreement without consulting the Grant Recipient.
- 5.10 The Grant Recipient shall not, and shall use its reasonable endeavours to ensure that no third party acting on its behalf does not, undertake any act or make any statement which would damage the reputation of the Council or bring it into disrepute.

- 5.11 The Grant Recipient shall be responsible for all aspects of appointing and managing its own staff and any contractors and/or sub-contractors.
- 5.12 The Grant Recipient shall ensure that all Staff and sub-contractors comply with any rules, regulations and requirements as appropriate to the role of that member of staff or contractor or sub-contractor.
- 5.13 The Grant Recipient shall not to give any portion of the Grant to any other party other than to a contractor or sub-contractor for the purpose of the Grant.
- 5.14 The Grant Recipient shall not loan any portion of the Grant to any other party.
- 5.15 The Grant Recipient will own the asset funded by the Grant and the long term cleaning, maintenance and repairs of the bus shelter after the Grant has been spent will be provided by the Grant Recipient.

6. OBLIGATIONS OF THE COUNCIL

- 6.1 Save as otherwise expressly provided, the obligations of the Council under the Agreement are obligations of the Council in its capacity as a contractual counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under the Agreement (however arising) on the part of the Council to the Grant Recipient.

7. CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 7.1 Each party undertakes that it will, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this agreement or expressly authorised in writing by the other party.
- 7.2 The Grant Recipient may disclose the Council's Confidential Information to those persons who need to know that information for the purposes of carrying out the Grant Objectives (**Permitted Recipients**). The Grant Recipient must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in this agreement. The Grant Recipient must not, and must ensure that its Permitted Recipients do not, use any of the Council's Confidential Information for any purpose other than what is necessary to meet the Grant Objectives.
- 7.3 Nothing in this clause 7 prevents the Council from disclosing any Confidential Information of the Grant Recipient:
 - (a) for the purpose of audit requirements or any similar examination of the economy, efficiency and effectiveness with which the Council has used its resources;
 - (b) to any public authority or any of its Representatives or suppliers, provided that the Council only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate; or
 - (c) where disclosure is required by law or court process.

7.4 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Grant Recipient hereby gives its consent for the Council to publish this Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Council may consult with the Grant Recipient to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

7.5 Before issuing a press or social media release relating to, or the performance of, the Agreement then the Grant Recipient shall obtain the prior written approval of the Council.

8. CONFLICTS OF INTEREST

8.1 The Grant Recipient shall take appropriate steps to ensure that neither the Grant Recipient nor any of its councillors, clerk, staff or other members, volunteers or contractors are placed in a position where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Grant Recipient and the obligations owed to the Council under the provisions of this Agreement. The Grant Recipient will disclose to the Council full particulars of any such conflict of interest which may arise.

8.2 The Council reserves the right to terminate the Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Grant Recipient and the obligations owed to the Council under the provisions of the Agreement. The actions of the Council pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.

9. RECOVERY OF GRANT

9.1 The Council shall be entitled to vary the Schedule 2 Grant amount and/or require repayment of any or all of the Grant already paid where the Grant Recipient uses the Grant for a purpose other than the Grant Objectives or otherwise fails to comply with its obligations under this Agreement or the Special Conditions and such failure is material in the opinion of the Council.

9.2 The Grant Recipient shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding payment of any such amount in whole or in part.

9.3 Where the Grant Recipient fails to return any amounts due under this clause 9 the Council reserves the right to take any action necessary to recover such sums.

10. LIMITATION OF LIABILITY

10.1 The Council accepts no liability for any consequences, whether direct or indirect, that may arise from the Grant Recipient delivering and/or running the Grant Objectives, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Grant Recipient shall indemnify and hold harmless the Council, with respect to all actions, claims, charges, demands losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Grant Objectives, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.

10.2 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

- 10.3 The total liability of the Council under this Agreement is limited to payment of the Grant paid to the Grant Recipient, subject to the conditions set out in this Agreement.

11. INSURANCE

- 11.1 The Grant Recipient must put in place and maintain adequate insurance coverage (including public liability insurance) either as a self-insurance arrangement or with an insurer of good repute to cover all insurable claims and liabilities under or in connection with this Grant Agreement.
- 11.2 The Grant Recipient will provide evidence of such insurance to the Authority on request.
- 11.3 If the Council is of the opinion that any of the policies of insurance do not provide sufficient cover, then the Grant Recipient must rectify the position as soon as possible.

12. GENERAL

- 12.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 12.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on them, without the prior written agreement of the Parties.
- 12.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 12.4 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of this Agreement or any rights under it, to another organisation or individual, without the Council's prior approval.
- 12.5 Any notice to be given under the Agreement shall be delivered personally/sent by post to the Council/Grant Recipient at the address in this Agreement and shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting.

13. GOVERNING LAW AND JURISDICTION

- 13.1 The Parties accept the exclusive jurisdiction of the English courts and agree that the Agreement and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

SCHEDULE 1

GRANT OBJECTIVES

Use of the Grant

To use the Grant for the purpose of initial costs covering the supply and installation of a bus shelter for public use.

To ensure the installation of a bus shelter is in accordance with the guidance notes in Schedule 3.

To use any remaining Grant for the purpose of ongoing contributions towards the ongoing cleaning or maintenance and contingency funding required, for the new bus shelter until the Grant is spent in full.

To only use the Grant for the purpose of the supply and installation of new bus shelters for public use and for their cleaning, maintenance and necessary repairs and not for any other reason.

To ensure that the Grant is not misused in any way.

To ensure that the details of each new bus shelter agreed with the Council are adhered to. This includes the site of the bus shelter and its size and style.

To ensure the internal and external cleanliness of the bus shelter is maintained to a good reasonable standard for the comfort of passengers waiting for their bus.

To ensure that measures are in place to spend in a timely manner any remaining Grant to minimise delay in addressing any ongoing cleaning or maintenance and contingency funding requirement of the bus shelter, where such spend becomes necessary.

Records

To keep and make available to the Council sufficient records which record, account for and monitor, the amount of Grant funding spent on supply and installation of a bus shelter and the amount of Grant funding spent towards cleaning, maintenance and contingency funding until the Grant is spent.

To obtain, maintain and comply with all Consents and to keep sufficient records of these and make copies available to the Council when requested.

To provide a copy of the relevant insurance to the Council which will be retained by the Council.

Publicity

To acknowledge within the Grant Recipients general publicity, the new bus shelter provision enabled by grant funding under West Berkshire Council's Bus Service Improvement Plan (BSIP).

Insurance

To obtain and maintain appropriate insurance including the following:

- Public Liability Insurance: £10 million
- Employers Liability Insurance: £5 million

For each insurance referred to above it should be with limits of indemnity of the types and in amounts not less than those stated for each and every claim, act or occurrence or series of claims, acts or occurrences.

Installation

To ensure utilities searches are completed at each new bus shelter site and that the bus shelter contractor receives these before any work on installing the bus shelter commences.

To ensure that the shelter installer has the necessary permissions and accreditation to work on the public highway. The shelter installer must apply for the required Street Works Permit for the bus shelter installation from the Council's Streetworks Team.

The Grant Recipient or its bus shelter installer company shall check if planning permission is needed for the bus shelter, or any aspect of the bus shelter such as lighting, with the Council at Planapps@westberks.gov.uk

To have responsibility for correctly paying from the grant all costs related to the supply and installation of the new bus shelters and for ensuring their appropriate cleaning, maintenance and repairs.

Health and Safety

To have in place a health and safety policy which complies with all statutory requirements and the failure to meet this requirement may be regarded as a material breach of this agreement.

Reporting

To inform the Council's authorised officer of the date each new shelter is fully installed.

To inform the Council of any variations in changes to the bus shelter locations or their particulars.

To inform the Council's authorised officer of the cleaning programme and any expenditure from the Maintenance and Contingency Funding, for each bus shelter and the costs of this.

To inform the Council's authorised officer of any positive or negative feedback the new bus shelters evoke from the public.

Time for Returning Unspent Grant

Where the Grant or any part of the Grant becomes payable to the Council the Grant Recipient shall ensure the timely return of the Grant amount to the Council and in any event within 3 months of the requirement to return the Grant occurring.

**SCHEDULE 2
GRANT**

New Bus Shelters Cost and Contribution towards their cleaning and maintenance

Location of Shelter	Type of Shelter	Cost of Supplying and Installing Bus Shelter	Contribution Towards Cleaning of Bus Shelter	Maintenance and Contingency Funding (for unforeseen repairs of Bus Shelter)	Total Grant
College Piece-Reading Bound	2 bay Half End Panel, Green Roof	£9,582.81	£535	£535	£10,652.81
Glenapp Grange – Reading Bound	2 bay Cantilever Mono Shelter	£5,336.27	£535	£535	£6,406.27
Stephens Road - Reading Bound	3 bay cantilever Mono shelter	£6,528.73	£535	£535	£7,598.73
Sub Total		£21,447.81	£1,605.00	£1,605.00	£24,657.81
Total Grant					£24,657.81

Schedule 3

SPECIAL CONDITIONS

WEST BERKSHIRE COUNCIL
Highways and Transport
Transport Services Team

Guidance notes for Parish Councils regarding bus shelters

Version: 5

Last updated: 01 August 2024

By: Matthew Metcalfe

Key points

- Provision and maintenance (including cleaning, repair and replacement of components) is a matter for the Parish. You are advised to seek a turnkey solution that includes utility searches and submission of Streetworks licencing and notices;
- West Berkshire Council (WBC) has no core budget for the provision or maintenance of shelters;
- Utilities searches (C2 searches) must be undertaken to inform any works. WBC can do this if requested. Contact at the Council is Baskar.Perumal1@westberks.gov.uk. Alternatively, the bus shelter manufacturer/installer may wish to do this themselves.
- Working on behalf of the Parish or Town Council, the shelter installer must have the necessary permissions and accreditation to work on the public Highway, must obtain a Streetworks Licence and must apply for the required Street Works Permit for the works to the Council's Streetworks team. Please see www.westberks.gov.uk/roadslicences on the WBC website, or for more guidance on the street works licencing and permit requirements contact the Streetworks Team on 01635 519 234 / e-mail streetworks@westberks.gov.uk
- A traffic management application may be necessary if for example a section of road needs to be closed for safety reasons. Streetworks Team can advise on this.
- All bus shelters must conform to DDA standards in relation to accessibility, site, seat, and position of timetable case.
- Planning permission is generally not needed for bus shelters, but this should be confirmed for each proposed bus shelter with WBC, particularly to check who owns the land the shelter will be on and if the shelter is to have lighting or advertising. Check for planning permission at Planapps@westberks.gov.uk
- Properties by the proposed bus shelter should be notified in writing of the Parish or Town Council's proposals for the bus shelter. This is good practice. The letter should include the date the shelter will be installed and if applicable details of any

road / pavement closures. If any strong objections arise respond to these. Seek assistance from WBC's Transport Team, if necessary, at Transport@westberks.gov.uk

Site layout, specification and standards for bus shelters

- It very much depends on the space available at site, level of use by bus customers and bus service frequency, also traffic and environmental considerations including road safety and sightlines for exiting nearby driveways, existence of a footway/cycleway adjoining the site and presence of frontages and presence of utilities;
- A hardstanding would be needed within the shelter footprint and to front of shelter up to a defined kerb edge, to provide somewhere for people to stand when waiting;
- A dropped kerb may be appropriate, to ensure accessibility and allow customers to descend safely to roadway level if there is no pavement leading to/from the bus stop;
- Ideally shelters should have end screens or end panels, to provide a degree of protection against rain and wind coming from the side, for customers waiting under the shelter canopy;
- Crucial dimensions are:
 - Minimum height from finished floor to underside of roof of shelter above a footway only is 2.1 metres.
 - Minimum height from finished floor to underside of roof of shelter above a cycleway or shared foot/cycleway is 2.3 metres
 - Minimum clear distance of pavement of 1.5 metres in front or behind the ground level edge of the shelter to allow for wheelchair / buggy passage past the shelter. In exceptional cases this can be reduced to 1.2 metres.
 - If a bus shelter is installed to the rear of a footway, consideration must be given to what lies behind it, for example a hedge that will need to be accessed for maintenance. As a general rule a gap of 0.5 metre will be maintained
 - Standard kerb face height – adequate for bus stops with low level of use and/or low service frequency – is 12.5cm.
 - For bus stops that are served by multiple daily journeys, particularly in village centres as well as urban areas, consideration should be given to using special 'Kassel' kerbs that raise the kerb face height to 16cm. WBC can assist further on this.

Site-specific considerations

Traffic management issues

Is shelter location sited beside full depth layby?

Is the site on a bend?

Would delivery be affected by school time movements?

Traffic count – number of vehicles passing the site in 3 minutes?

Speed limit of road?

Is site near a junction or traffic lights?

Are there nearby driveways where sightlines could be affected?

Trees and utilities

Are there trees overhanging site that are lower than 6 metres and if yes, what is scope to cut trees back?

What utilities (overground and underground) has the C2 utility search revealed?

Are there power or telephone cables closer than 15 metres?

What is the distance of the cables from the installation site?

What is the height of the cables above the install site?

Use of crane to crane-in a prefabricated structure

Crane operator may not use a crane closer than 9 metres from Low Voltage cables or 15 metres from high voltage cables. Clearance will need to be obtained from electricity company for any works closer than this.

IN WITNESS of which this Agreement has been duly signed as a Deed by the Parties duly authorised representatives and is delivered on the date stated at the beginning of this deed.

<p>Executed as a Deed by affixing</p> <p>THE COMMON SEAL of WEST BERKSHIRE DISTRICT COUNCIL and authenticated by</p> <p>Authorised signatory</p>	
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<p>Executed as a deed by the Parish Council's Chairperson and Clerk</p> <p>Chairperson:</p> <p>Clerk:</p>	
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<p>Executed as a deed by the Charity acting by a single Director:</p> <p>Director:</p> <p>Witness' signature:</p> <p>Witness' name:</p> <p>Witness' address:</p>	
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