

## HEMINGFORD GREY PARISH COUNCIL

I hereby give notice that the Meeting of the Parish Council will be held  
**on Monday 13 January 2025 at 7pm in the Reading Room, High Street, Hemingford Grey**

*The order of business may be varied at the Chairman's discretion.*

The Public, Press and County & District Councillors are invited to be present and are welcome to attend and may speak under the Open Public Session only to make representation to the Council on items for consideration on the agenda.

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

*Ben Stoehr*

Ben Stoehr, Clerk 6/01/2025

### AGENDA

#### Comments and observations on agenda items from members of the public and reports from the County & District Councillors

1. **To receive apologies for absence and declarations of interests from councillors on items on the agenda**
2. **To approve the minutes of the last meeting and the confidential minutes**
3. **To consider planning applications, decision notices and tree works applications or pre-application approaches received\***
  - 3.1 Planning applications received – to be considered
    - 3.1.1 [24/02356/HHFUL](#) – 12 Gunnings Way – Erection of single storey extension
    - 3.1.2 [24/02333/HHFUL](#) – 5 The Brambles, St Ives – Proposed porch to front of property
    - 3.1.3 [24/80444/COND](#) – 58 High Street – Discharge of condition 4 (Window Survey) of 24/00441/LBC
  - 3.2 Planning applications for which a response has been made between meetings using delegated powers – to be noted
  - 3.3 Decision notices, appeals notices, enforcement notices and planning correspondence for information only
  - 3.4 Tree works applications
4. **To consider matters arising from the last or a previous meeting**
  - 4.1 (5.4) Grass cutting contract – to consider tenders received
  - 4.2 (7.4) East West Rail – Non-statutory consultation (deadline 24 January 2025) – to consider response
5. **Finance, procedure and risk assessment**
  - 5.1 To receive the financial report and approve the payment of bills
  - 5.2 Clerk report on any actions taken using delegated powers or because of risk/health & safety
  - 5.3 To consider any matter that is urgent because of risk or health and safety
6. **To receive reports and items from committees, working groups and members for decision**
  - 6.1 Call for Sites Task and Finish Group <sup>(AM)</sup>
    - 6.1.1 To note that Dr Roger Mitchell has been co-opted onto the Call for Sites Task and Finish Group
  - 6.2 Proposal that the Parish Council considers a resident's suggestion that it participates in the Green Dog Walkers Pledge Project including the purchase of a licence at a cost of £500<sup>(RW)</sup>
  - 6.3 Litter at the YES Estate <sup>(NI)</sup>
7. **To consider correspondence/communications received**
  - 7.1 Resident responses regarding suggested ALM area at Sadlers Way
  - 7.2 Resident complaint about fallen leaves in Vicarage Fields
  - 7.3 Environment Agency response regarding flood gate at rear of Church Lane
  - 7.4 To consider cemetery plot 110A – Application for a memorial containing kerbing
  - 7.5 Resident request to install bench at the bus stop on Manor Road
8. **Closure of meeting**

## CLERK REPORT TO HEMINGFORD GREY PARISH COUNCIL MEETING 13 JANUARY 2025

Where I have info to support an agenda item this is below.

Please note that this meeting will take place at the Reading Room, High Street, commencing at 7.30 pm and will incorporate planning applications.

1. **To receive apologies for absence and declarations of interests from councillors on items on the agenda**

Apologies and reasons for absence received will be reported to the meeting.

2. **To approve the minutes of the last meeting**

Attached.

3. **To consider planning applications, decision notices and tree works applications or pre-application approaches received**

3.1 Planning applications received – to be considered

3.1.1 [24/02356/HHFUL](#) – 12 Gunnings Way – Erection of single storey extension

3.1.2 [24/02333/HHFUL](#) – 5 The Brambles, St Ives – Proposed porch to front of property

3.1.3 [24/80444/COND](#) – 58 High Street – Discharge of condition 4 (Window Survey) of 24/00441/LBC

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

3.2.1 24/01504/HHFUL – 3 Pembroke Close, St Ives – Single storey rear extension to the garage – The Parish Council supported the application with the following comments:

“Hemingford Grey Parish Council supports the application with the proviso that the two windows facing next door neighbours front garden are frosted. The drawings have been amended in this application as the original drawings were incorrect as noted by the Council”

3.2.2 PR1074 Mixed use path on South and West corners of roundabout London, Hemingford and Low Roads – The Parish Council responded with the following comments: This proposal for a new mixed use path to cater for 'active' travel to and from the Vindis development is just a slightly more detailed version of the original plans proposed a couple of years ago. The junction is often very busy, has limited site lines for drivers, is surrounded on 3 sides by dense tree cover and has no speed limit. The northern and eastern sides already have a joint use path which is very narrow and faces a hazardous crossing of Harrison Way. Placing a high density 'affordable' 94 unit housing development on the most isolated corner of this roundabout was always folly. The junction is either very busy or often has very fast approaching cars/HGVs from London Rd or Harrison Way and low sun angles are a real problem for those coming out of Hemingford in the winter months.

However, given that it is a fait accompli, we should be doing our best to alleviate the situation which will require pedestrians, cyclists and drivers to exercise exceptional tolerance and courtesy aided by suitable engineering. The Parish Council's suggestions, after reluctantly accepting the basic layout are:

1. Put a blanket 30mph limit on all roads into and out of the roundabout. This requires new signs on Harrison Way and a change along the A1096 London Rd from the existing 40 limit which inexplicably ends just short of the roundabout at present. Both Low Rd and Hemingford Rd have existing 30 limits ending just short of the roundabout, so 6 existing limit signs can be replaced with just two on Harrison Way.
2. Ensure that vegetation on the roundabout is cut to such a level that car drivers can see vehicles entering the opposite side of the roundabout.
3. Clear the road gully on the eastern corner of the roundabout (between Harrison Way and the Low Rd) that is continually blocked and causes a large puddle whenever it rains.
4. Make the planned pedestrian refuges on London Rd and Low Rd big enough to accommodate staggered railings to prevent pedestrians and cyclists trying to cross both lanes at once.
5. Erect safety railings on both footpaths to prevent children inadvertently stepping into the road
6. Clear offending vegetation (trees and bushes) well back from existing and new footpaths to improve site lines and ensure all footpaths are well lit.
7. Ideally perhaps there would be traffic lights or a compulsory school minibus?

The Council urges you to put in the railings at minimum.

- 3.3 Decision notices, appeals notices, enforcement notices and planning correspondence for information only
- 3.3.1 24/01836/HHFUL – 23 Weir Road – Single storey rear and side extension joining garage to main house. Loft conversion and rear utility demolition – Permission granted by HDC.
- 3.3.2 24/01777/PMBPC – Long Lane House, Long Lane – Change of use of former agricultural barn, The Milking Shed into 1 bedroom dwelling with external parking and amenity space – Permission granted by HDC.
- 3.3.3 24/01653/CLPD – 23 Margetts – Lawful development certificate for proposed garage conversion and roof alterations – Permission granted by HDC.
- 3.3.4 24/01504/HHFUL – 3 Pembroke Close – Single storey rear extension to the garage. Juliet balcony and first floor window to the rear – Permission granted by HDC.
- 3.3.5 24/01331/FUL – Play area, Hemingford Sports Pavilion , Manor Road – Replacement of existing children’s play park – Permission granted by HDC
- 3.3.6 21/01192/LBC – 33 Limes Park, St Ives – CCTV cameras 2” x 3” on 50 mm x 75 mm 1 small screw in each (Retrospective) – Permission granted by HDC

3.4 Tree works applications  
None at the time of writing.

#### **4. Matters Arising**

- 4.1 (5.4) Grass cutting contract – to consider tenders received  
Received tenders will be brought to the meeting.
- 4.2 (7.4) East West Rail – Non-statutory consultation (deadline 24 January 2025) – to consider response  
Deferred at the last meeting. Information is contained in the Clerk report for the November meeting

#### **5. Finance, procedure and risk assessment**

- 5.1 To receive the financial report and approve the payment of bills  
Attached.
- 5.2 Clerk report on any actions taken using delegated powers or because of risk or health and safety  
The Clerk, in conjunction with the Chairman, has accepted a quote from MessageMaker for a SID SAM MVAS unit for £2415 +VAT with delivery to K&M for installation.
- 5.3 To consider any matter that is urgent because of risk or health and safety  
None at the time of writing.

#### **6. To receive reports and items from committees, working groups and members for decision**

- 6.2 Proposal that the Parish Council considers a resident’s suggestion that it participates in the Green Dog Walkers Pledge Project including the purchase of a licence at a cost of £500. <sup>(RW)</sup>  
A resident has raised the Green Dog Walkers Pledge Project and has passed it to the Parish Council for consideration.  
The information below has been provided by Falkirk Council.  
“Please find outlined, below, some generic information and, attached, a sample licence pledge brochure, details of the graphics package and a blank copy of the agreement..

#### **Fee**

The licence costs a one-off fee of £500. For this you get a readymade campaign which includes a selection of artwork as in the attached overview. If North Lanarkshire Council bought the Licence then, for example, multiple Community Councils could use the initiative. If this is something you would like, please reply back to this message and we will make arrangements to collect the payment.

#### **The Green Dog Walkers Project**

To date the project has been active for 10 years in Falkirk Council and we have sold licences to over 40 other Local Authorities across the UK and are still receiving regular requests.

#### **Partnerships between Local Authorities & Volunteer Groups**

In Falkirk Council we have found the best scenario was for us is to work together with community volunteer groups where they provide the “on the ground” support and we provide badges, pledge

brochures and some promotional items. While funding is often difficult for small volunteer groups to provide themselves, they are the ones who do the signing of pledgers, running booths at dog events, local fairs, setting up in local parks and carrying out surveys to measure the success of the project. That is why we are happy to support them with the materials they need to support the campaign.

Results from a survey in the Falkirk Council revealed that 73% of local pledgers signed up at a pledge booth (as opposed to online or through Council offices for example). This clearly demonstrates that getting out there and taking the campaign to the community results in significantly higher uptake.

We also found that working with local primary schools was highly successful. Several schools in our area have had dog fouling on footpaths near the school. Another method we used in the past was to sponsor an annual dog event, "Canine Capers". The event moved to a different park within the area each year and involved various GDW groups as volunteers with a programme of, for example, dog agility competitions, stalls on health, behaviour, and dog trainers.

### **Evaluation/Monitoring:**

The philosophy behind the campaign is to change public attitudes so that it becomes socially unacceptable to not clean up after your dog which leads to a reduction in dog fouling.

A survey on dog fouling and the GDW project in the Falkirk Council area, showed that 52% of those surveyed (dog owners and public) had heard of the campaign and knew what it stands for; 49% felt the campaign helped bring attention to the dog fouling situation; 69% talked to their family and friends about the campaign. Of those who had "taken the pledge", 89% felt that signing the pledge made them more conscious about cleaning up; 44% of pledgers believed that when other dog walkers identified them as a Green Dog Walker, they were less likely to leave dog fouling in their presence. Another indicator of campaign success was the increase in the use of bins to dispose of the dog waste."

Leaflet, details of the fee and draft licence agreement attached.

### 6.3 Rubbish at the YES Estate <sup>(NI)</sup>

## **7. To consider correspondence/communications received**

### 7.1 Resident response regarding suggested ALM area at Sadlers Way

#### Resident 1:

"I am against the proposal and would prefer to see the area mown to look tidy. Whilst we are on the subject, Sadlers Way is riddled with weeds in the road gutters. Residents have taken it upon themselves to remove them but why has there not been a solution found to this?"

If you walk around the area in the summer, it looks very untidy and weeds are often 4ft high. I favour a traditional approach to mowing grass and removing weeds. Not doing this in the name of the environment is a poor show in my view and smacks of just cost saving.

If you walk around new housing estates in Cambridge, for example, they look like jungles in the name of biodiversity. We are going the same way and it is not a good look.

There are ample places for insects in resident's gardens and the area that has been left near the allotments in Daintree Green. Not to mention the entire lake on Marsh Way. As I say it just seems a convenient way of saving money to me."

#### Resident 2:

With reference to the above I would like to make my objections to the intended future of the green. I feel I am being hemmed in on all sides by such plans.

This is a very large area to be left unmown during the mowing season. It was left last year and became very unsightly and also a nuisance to the residents living next to it. You will see from my address that there is only a narrow road and path between my property and the green. I have been battling with the seedlings from the green, some of which are becoming established in my lawn. I am having to pay a company to treat it now to try and keep them at bay. So far this has not happened.

I would like to point out the two other areas around my property that over the years have been left to let nature take its course. These two areas have become very intrusive and unmanageable. Not only do wild flowers grow but eventually get taken over by unwanted weeds other larger bushes such as brambles . Once established these areas cannot be managed as we can see at the back and side of my property where it is encroaching. It would be prudent to take a look at these two areas to see how the green will look in a short time and consider how much money it will cost to keep it contained.

We are all conscious of biodiversity and are all doing our bit on our own properties to attract the birds , insects and wildlife. This one area should be mown as it has been and as residents we need to be considered together with biodiversity and reducing CO2 emissions. Coming from a farming and fruit growing family I fully understand the need for nature in our midst and was taught how to deal with it long term and leaving this area as you have described should not be considered.

I am not being obstructive, nor do I object to change but am looking at this long term for all of us.

### Resident 3:

Further to your letter dated December 2024 I write to express our strongest objection to the plan to change the management of this space to so-called Alternative Land Management (ALM).

You refer to the area as a large verge but also acknowledge that it should more properly be referred to as an open space. Indeed, we have personally used this open space for some fifty-three years, since 1971, and we plan to continue to do so for as long as we live here.

To suggest that neglecting to maintain this area as the council suggests will in some way contribute to biodiversity is pure fantasy. The net effect, I suggest, would be similar to planting a wild flower bed of similar size in the middle of a 10-acre pasture. Pure tokenism!

The Parish Council will know, or at least should, that during the spring and summer of this year there were plenty of wild flowers and weeds growing at the edge of the road for most of its length, many as tall as one metre. Those weeds had a great time spreading their seeds far and wide, over the gardens of the adjacent homes.

You mention that a footpath would be requested to enable residents to walk across the verge. In fact, such a footpath has surely been established under common law by virtue of its unfettered use for more than twenty years. It would probably also meet the tests set out in the Highways Act 1980.

Therefore, would you please ensure that the Council has sight of this letter before consideration of nomination to HDC at its meeting on 13 January 2025 and we request that our objections, and those of all of our neighbours that we have discussed this proposal with are duly considered.

### 7.2 Resident complaint about fallen leaves in Vicarage Fields

"This year we have had more leaves than ever on our front garden and drive, blown from Vicarage Fields.

As we are getting older, this is becoming an increasing problem for us to clear up.

In the past two weeks, we have filled both our two green bins twice with leaves, and we have taken 33 garden waste bags of leaves to the Bluntisham tip. I attach photographs of the leaves before they were swept up.

I would hope that, in future years, the Parish Council could do more to collect its autumn leaf drop *before* the wind blows them onto our garden."

Photographs attached.

### 7.3 Environment Agency response regarding flood gate at rear of Church Lane

Attached.

### 7.4 To consider cemetery plot 110A – Application for a memorial containing kerbing

The Monumental Masons have written:

"I have attached a drawing of the proposed memorial [redacted] would like keeping to the regulations on maximum height & width, the material would be Emerald Pearl Granite"

Drawing attached.

7.5 Resident request to install bench at the bus stop in Manor Road  
Can a seat be installed at the bus stop in Manor Road , there are quite a lot of elderly people like myself that use the bus service on a Monday and Friday that would greatly benefit.

8 **Closure of meeting**

# HEMINGFORD GREY PARISH COUNCIL FINANCIAL STATEMENT

£

Jan-25

<b>Balance B/Forward</b>	<b>362359.34</b>
<b>ADJ'S + Chq's Approved at Previous Meeting/Between Meetings</b>	
<b>Adjustments</b>	
SSE	STREETLIGHTING ENERGY 324.12
<b>Payments</b>	
	SALARIES -6,814.52
J FLINT	EXPENSES -50.70
UNITY TRUST	SERVICE CHARGE -11.10
SIGNWORKS	BIN STICKER DOG WASTE BOAT WASTE -124.74
VICTOIRE PRESS	NEWSLETTER -610.00
CAMBRIDGE TREES	SADLERS WAY TREE WORKS -240.00
WAVE	ALLOTMENT WATER -18.51
MELANIE BEST	EMPLOYMENT LEGAL FEES -300.00
READING ROOM	ROOM HIRE -88.00
UNITY TRUST	HANDLING CHARGE CHEQUE -0.30
UNITY TRUST	SERVICE CHARGE -9.60
SSE	STREETLIGHTING ENERGY -717.75
<b>Receipts</b>	
	ALLOTMENT RENTS 210.92
PLOT OLD110A	EXCLUSIVE RIGHTS AND BURIAL FEE 650.00
UNITY TRUST	BANK INTEREST 947.96
PLOT NEW37	INTERMENT FEE 350.00
SANTANDER	BANK INTEREST 36.93
SANTANDER	BANK INTEREST 38.13
<i>Total Fund movement</i>	<b>-6,427.16</b>
<b>Balance revised after adjustments</b>	<b>355,932.18</b>

<b>Bank Reconciliation</b>			
Item	Funds	Statement	Outstanding
Unity Trust Current Acc	111,953.48	111,903.46	50.02
Unity Savings Acc	142,492.13	142,492.13	
Santander Current Acc	58,334.60	58,334.60	
Santander Deposit Acc	43,151.97	43,151.97	
<b>Total</b>	<b>355,932.18</b>	<b>355,882.16</b>	<b>50.02</b>

Expenditure for month	Amount (£)
SALARIES & PENSION	1645.64
HEMINGFORD HANDYMAN	DUNNOCK WAY DOG SIGNAGE 192.00
LEEDS DAY	LONDON ROAD TRANSFER 786.60
LGS SERVICES	ADMIN SUPPORT NOV 2590.55
LGS SERVICES	ADMIN SUPPORT DEC 2532.75
<b>Total Expenditure</b>	<b>7,747.54</b>

<b>Balance c/f</b>	<b>348,184.64</b>
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Notes:

Late invoices will be brought to the meeting.

\*\*Check outstanding Buchans can be released

**TRADE MARK LICENCE AGREEMENT**

between

**FALKIRK COUNCIL**

and

.....

SAMPLE



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SAMPLE

# TRADE MARK LICENCE AGREEMENT

between

**FALKIRK COUNCIL** a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at Municipal Buildings, Falkirk, FK1 5RS (the “**Licensor**”)

and

..... a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at (.....). (the “**Licensee**”)

## WHEREAS:

- (A) The Licensor, owns and has the right to grant licences for the Licensed IPR (as defined below).
- (B) The Licensee wishes to receive and the Licensor is willing to grant to the Licensee a licence on the terms and conditions set out in this Agreement to use the Licensed IPR in order to promote public awareness of the Campaign.
- (C) There is a general understanding between the Licensor and the Licensee that they will each benefit through the Licensee maximising the promotion of the Campaign.

Now Therefore The Parties Agree as Follows:

## 1. INTERPRETATION

- 1.1 In this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

**Agreement:** means this Agreement including the Schedule attached hereto.

**Trade Marks:** means the marks GREEN DOG WALKERS (words) and LEAVE ONLY PAWPRINTS (words) and all marks the subject of UK Trade Mark application No. 2516421 and UK Trade Mark application No. 2516430 as set out in Schedule One to this Agreement, and the unregistered Marks listed in Schedule One.

**Copyright Works:** means all copyright, to which the Licensor may now be, or may subsequently become, entitled to in respect of the Campaign.

**Effective Date:** means the last date of signing of this Agreement.

**Intellectual Property Rights:** means any and all intellectual property rights of any nature anywhere in the United Kingdom whether registered, registrable or otherwise

including but not limited to trade marks, registered designs, domain names, goodwill, copyright and rights in the nature of copyright, design rights and moral rights.

**Licensed IPR:** means the Trade Marks, the Copyright Works and all other Intellectual Property Rights recorded or embodied in any part of the Campaign.

**Campaign:** means the Green Dog Walkers community campaign to encourage dog owners to clean up dog fouling for health and environmental reasons

**Royalties:** means the royalties payable by the Licensee to the Licensor under this Agreement.

**Schedule:** means Schedule One that is annexed to and forms part of this Agreement.

**Territory:** means United Kingdom.

- 1.2 Words in the singular include the plural and in the plural include the singular.
- 1.3 References to a clause, Schedule or part of a Schedule are references to such terms in this Agreement, unless otherwise specified.

## **2. GRANT OF RIGHTS**

- 2.1 The Licensor grants to the Licensee a perpetual non-exclusive licence in the Territory to use the Licensed IPR solely in relation to the Campaign.
- 2.2 The Licensee shall not assign, grant sub-licences of or sub-contract the licence granted under clause 2.1 or any part of it without the prior written consent of the Licensor.
- 2.3 In the event that the Licensor grants consent under clause 2.2, the Licensee (a) acknowledges that it shall remain fully responsible for the proper and complete discharge of the assigned or sub-contracted obligations hereunder, and (b) procures that it shall be responsible for any breaches, acts and/or omissions of such assignee or sub-contractor as if such person were “the Licensee.”

## **3. LICENSEE'S OBLIGATIONS**

- 3.1 The Licensee shall submit to the Licensor for its prior written approval any and all new designs for material/s that the Licensee may wish to use in the Campaign provided always that: (a) if the Licensee does not receive a written notice of objection from the Licensor within 14 days of the Licensee’s submission, the Licensor shall be deemed to have approved the material.
- 3.2 The Licensee shall use the Licensed IPR in such a manner which shall not prejudice, in the Licensor’s sole opinion, the goodwill or reputation of the Licensor or the good repute of the Campaign.

- 3.3 The Licensee acknowledges and agrees that (i) all proprietary rights in and to the Licensed IPR, including any intellectual property rights pertaining thereto, are exclusively owned by the Licensor, (ii) Licensee's use of the Licensed IPR shall inure to the benefit of Licensor, (iii) the Licensee shall only make use of the Licensed IPR as specified in this Agreement, and (iv) the Licensee will not assert any proprietary rights in the Licensed IPR.
- 3.4 The Licensee shall wherever possible acknowledge in any documents, materials and/or other printed matter including but not limited to electronic documents, materials, or electronic publications that the Licensor is the beneficial owner and/or the registered proprietor of the Trade Marks and of the Copyright Works.
- 3.5 The Licensee shall only use the Trade Marks and the Copyright Works in the manner set out in the schedule to this Agreement. The Licensee shall not alter, amend, deface or otherwise interfere with the Trade Marks or the Copyright Works as reproduced in any documents, materials and/or other printed matter including but not limited to electronic documents, materials, or electronic publications whether as part of the Campaign or otherwise, without the prior written consent of the Licensor.
- 3.6 The Licensee shall not use any other trade mark, word, image, sign, letter, numeral, or other symbol in conjunction with or in close proximity with the Trade Marks or the Copyright Works whether as part of the Campaign or otherwise, without the prior written consent of the Licensor.

#### **4. ROYALTIES**

- 4.1 The Licensee shall on the Effective Date of this Agreement, pay to the Licensor a one off royalty payment of £500. Payment of the royalty shall be made within 45 days of the Effective Date.
- 4.2 All sums due under this Agreement:
- (a) are exclusive of any Value Added Tax, or any other additional sales tax or duty which shall be payable on the rendering by the Licensor of any appropriate invoice; and
  - (b) shall be made in pounds sterling to the credit of a bank account to be designated in writing by the Licensor to the Licensee.
- 4.3 If the Licensee fails to pay any sum due under this Agreement by the due date, the Licensor shall be entitled to charge interest on that sum at a rate of 4% above the base lending rate from time to time of the Bank of England. Interest shall run from day to day from the due date, shall accrue before and after any judgment and shall be compounded monthly on the overdue amount until payment is made. The Licensor's rights under this clause 4.3 are without prejudice to any other claims under this Agreement.

## **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 The Licensee acknowledges the Licensor's ownership and proprietary rights in the Licensed IPR and agrees and acknowledges that:

- (a) it shall not obtain any rights in the Licensed IPR, except as expressly granted to it under this Agreement; and
- (b) it shall not register or attempt to register any of the Licensed IPR in any jurisdiction,

5.2 The Licensee shall immediately give notice in writing to the Licensor if it becomes aware of any:

- (a) infringement or suspected infringement of any of the Licensed IPR; or
- (b) claims made or threatened that the Licensed IPR infringe the rights of any third party.

5.3 In the case of any infringement or suspected infringement by any third party of the Licensed IPR:

- (a) the Licensor shall, in its sole discretion, decide what action, if any, it may take;
- (b) the Licensor shall have sole control over, and conduct of, all claims and proceedings it may take;
- (c) the Licensee shall provide the Licensor with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
- (d) the Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

5.4 To the best of the Licensor's knowledge and belief, the exercise by the Licensee of the rights granted under this Agreement will not result in the infringement of any valid intellectual property rights of third parties, but the Licensor gives no warranties in this respect. The Licensor shall not be responsible for any costs, damages or expenses arising out of proceedings brought against the Licensee, or any permitted assignee or sub-contractor of the Licensee for infringement of the rights of any third party. The Licensor shall, on request of the Licensee and at the Licensee's expense, provide all assistance as is reasonably necessary to assist the Licensee in its defence of any proceedings, but shall otherwise be under no obligations in respect of any infringement.

## **6. TERMINATION**

6.1 Either party shall be entitled to terminate this Agreement immediately by written notice to the other in the event of:

- (a) any material breach by the other party of any of its obligations under this Agreement which, being a breach capable of remedy, is not remedied within

30 days of notice to the party in breach specifying the breach and requiring its remedy; or

- (b) in the case of termination by the Licensor, the Licensee challenging the validity of any of the registered Trade Marks; or
- (c) in the case of termination by the Licensor, on the change of control of the Licensee.

6.2 The Licensor shall be entitled to terminate this Agreement by written notice. The Licensee on receipt of the written notice under Clause 6.2 shall have a period of 3 months from the date of receipt of the said written notice to cease all use of the Licensed IPR.

6.3 The termination of this Agreement for whatever reason shall not affect any provision of this Agreement which is expressed to survive or operate in the event of termination of this Agreement, and shall not prejudice or affect the rights of any party against the other party in respect of any breach of this Agreement or in respect of any sum payable by one party to the other in relation to any period prior to termination.

## **7. POST TERMINATION**

7.1 Subject to clause 7.4, the Licensee shall not continue with the Campaign or any other campaign which incorporates any of the Licensed IPR.

7.2 Subject to clause 7.4 any material, documents or other matter in the possession, custody or control of the Licensee on termination which incorporates or embodies the Licensed IPR shall be delivered to the Licensor after the date on which the Licensee has, by notice, been informed or has informed the Licensor that this Agreement will terminate.

7.3 Subject to Clause 7.4, termination of this Agreement for any reason, the Licensee shall cease to make any use of the Licensed IPR.

7.4 On termination of this Agreement, the Licensee shall have the right, for a period of six weeks from the date of termination, to use the Licensed IPR in any campaigns that were on-going before the date on which the Licensee had, by notice been informed or has informed the Licensee that this Agreement shall terminate.

## **8. NOTICES**

8.1 Any notice given under this Agreement shall be in writing and shall be delivered to the relevant party or sent by recorded delivery or fax to the address or fax number of that party as specified in this clause 8.1, or to such other address or number as may be notified by that party for this purpose, and shall be effective notwithstanding any change of address not notified.

Licensor: Falkirk Council, Municipal Buildings, Falkirk FK1 5RS

Fax: [...]

For the attention of:[ ]

Copy to: [Anne Bashir, Murgitroyd & Co]

Licensee:

Tel:

Fax:

For the attention of:

Copy to:

Fax:

Unless proved otherwise, a notice shall be deemed to have been received:

- (a) if sent by letter, 48 hours after the date of posting; and
- (b) if delivered by hand or sent by fax during the hours of 9.00 am to 6.00 pm on any day that is not a Saturday, Sunday or Bank Holiday, when left at the relevant address or transmitted (as applicable), and otherwise on the next working day.

## **9. SEVERABILITY**

9.1 If any provision of this Agreement is unenforceable by operation of Article 81(1) of the EC Treaty or Chapter I of the Competition Act 1998, the parties shall, in good faith, consult with each other to agree an alternative provision which achieves a result as similar as possible to the result which would have been achieved by the unenforceable provision.

9.2 Subject to clause 9.1, if any provision (or part thereof) of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision (or the relevant part thereof) shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision (or the relevant part thereof) eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this

Agreement, the Licensor and the Licensee shall immediately commence good faith negotiations to remedy such invalidity.

**10. WAIVERS**

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of the same or any other provisions of this Agreement. No delay or omission on the part of either party in exercising or availing itself of any right, power or provision that it has or may have under this Agreement shall operate as a waiver of that right or power or of any breach or default by the other party.

**11. REMEDIES**

The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies provided by law.

**12. AMENDMENTS**

No provision of this Agreement may be amended, modified, varied, discharged or terminated otherwise than by the express written agreement of both parties, nor may any breach of any provision of this Agreement be discharged except with the express written consent of the party not in breach.

**13. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor, except as expressly set out in this Agreement, constitute either party as the agent of the other party for any purpose.

**14. ENTIRE AGREEMENT**

Each party confirms that this Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous agreements with respect to its subject matter, except in respect of any fraudulent misrepresentation made by either party.

**15. RIGHTS OF THIRD PARTIES**

No term of this Agreement shall be enforceable by a third party.

**16. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with Scots law and it is irrevocably agreed, for the exclusive benefit of the Licensor, that the courts of Scotland shall have jurisdiction to settle any claim or matter arising in relation to this Agreement. However, nothing in this clause shall limit the right of the Licensor to



take any action or proceeding arising out of or in connection with any obligations of the Licensee in any other court of competent jurisdiction, whether concurrently or not with any other proceedings or action taken against the Licensee in any jurisdiction.

**IN WITNESS WHEREOF** this Agreement consisting of this and the preceding 6 pages and the Schedule One are executed as follows:-

Signed for and on behalf of

**Falkirk Council**

By

At

on the \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_

Before the following witness:

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed for and on behalf of

By

at

on the \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_

Before the following witness:

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**This is the Schedule One referred to in the foregoing Trade Mark Licence Agreement  
between Falkirk Council and .....**

Signed .....F.C.

Signed .....

1. TRADE MARKS APPLIED FOR OR REGISTERED WITH THE UK INTELLECTUAL PROPERTY OFFICE:

<b>Registration Number:</b>
2516421
2516430

SAMPLE

### What's the Green Armband for?

If you see someone wearing the Green Dog Walkers armband, it means they have "Taken the Pledge"

- to always clean up after their dog
- to carry extra doggie bags
- to gladly give you a bag for your dog - just ask!

### A friendly Reminder...

Green Dog Walkers is a non-confrontational, friendly way to change attitudes about dog fouling in the Falkirk area.

### Would you like to take part in the project?

Just read The Pledge and return the signed Acceptance Form. We will send you your durable, waterproof Green Dog Walkers armband.

### Falkirk Council Litter Strategy Team

Dog fouling: there's no excuse!  
Always bag it and bin it!  
email: greendogwalkers@falkirk.gov.uk  
01324 504433

### The Facts...

- the Scotland Dog Fouling Act 2003 fines from £40 - 500!
- 52% of UK households have a pet
- there are 7 million UK dog owners!

Did you know that primary school children and footballers are most at risk from diseases from dog fouling? After it has lain on the ground for two weeks, worms develop and these diseases and others can cause: toxacara canis, roundworm, salmonella, E-coli, resulting in pneumonia, asthma and blindness.

However, it IS SAFE to clean it up "on the spot"!

**Take The Pledge Today - You And Your Pal!**

## The Green Dog Walkers Pledge



I hereby volunteer to accept a Green Dog Walkers Armband and pledge to take part in the pilot study as follows:

1. I will wear the armband as often as possible when walking my dog(s).
2. I will at all times clean up after my dog and dispose of the bag in a bin.
3. When others walk my dog I will encourage them to clean up after my dog.
4. I understand that wearing the armband indicates that I will carry extra doggie bags to distribute to other dog walkers if requested.
5. At no time when wearing the armband will I aggressively confront other dog walkers about dog fouling. I fully understand that Green Dog Walkers is intended to be a non-confrontational and friendly campaign to change attitudes about dog fouling.
6. I agree that Green Dog Walkers may contact me to take part in questionnaires or surveys regarding my Green Dog Walker experience, to help judge the success of the project.



### Acceptance Form: The Green Dog Walkers Pledge

I have read The Green Dog Walkers Pledge. My dog and I agree to take part in the GDW campaign. By my signature below, I hereby volunteer to accept the terms of the Pledge, to receive and wear a Green Dog Walkers Armband, and to carry extra doggie bags when I walk my dog.

Print Name: ..... Dog's Name: .....

Address: .....

Town: ..... Postal Code: .....

Telephone: ..... Email: .....

Area(s) in which I generally walk my dog(s). Name of Town: .....

My neighbourhood  Local Park  Rural area  Other

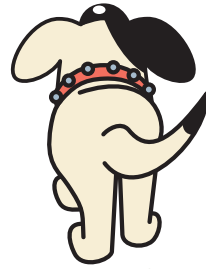
Signed: ..... Date: ...../...../.....

Your Green Dog Walker Armband will be given or sent to you upon receipt of this form.

I understand that my contact information will be held in confidence by Green Dog Walkers and the Falkirk Council Litter Strategy Team and not shared with any other parties or agencies.

Affix  
Stamp  
Here

# Green Dog Walkers



leave only  
pawprints....

For further information contact



Green Dog Walkers is an original project initiated by Community Green Initiative of Dunipace in partnership with Falkirk Council Litter Strategy Team..

If you wish to sign this Pledge, please fill out the attached Acceptance.

For further information call 01324 504433 or email [greendogwalkers@falkirk.gov.uk](mailto:greendogwalkers@falkirk.gov.uk)

Keep your copy of the Pledge for future reference.

designed by communications unit corporate and neighbourhood services falkirk council



Falkirk Council

# Green Dog Walkers



A friendly way to tackle dog fouling issues in the Falkirk area





## **Green Dog Walkers**

### **Licence Fee - £500**

#### Graphics Package

- Information leaflet
- Poster (A3)
- Decal (A4)
- Letterhead
- Business Card
- Postcard (A6)
- Bus Back Advertisement
- 14 black and white graphics and coloured graphics (7 of each)
- An evaluation form
- How to run a GDW booth information
- Guidance on promotion





creating a better place  
for people and wildlife



Mr. Ben Stoehr  
30 West Drive  
Highfields Caldecote  
Cambridge  
CB23 7NY

**Our ref:** GE37078  
**Your ref** GE37078  
**Date:** 14 November 2024

Dear Mr Stoehr,

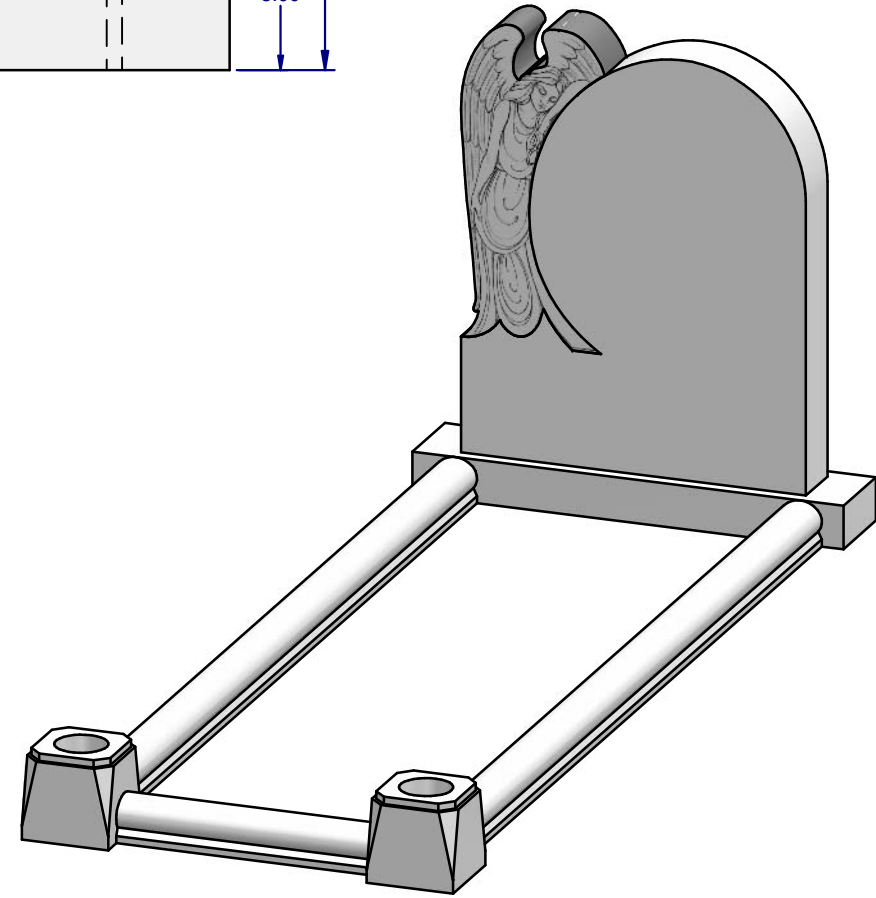
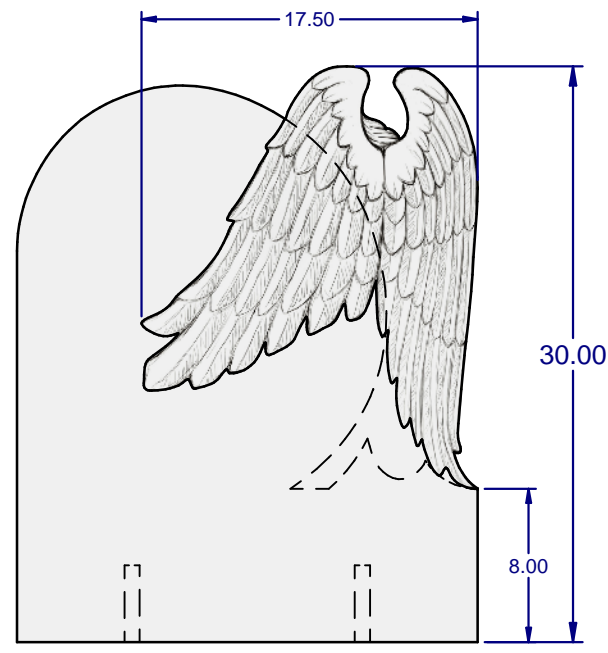
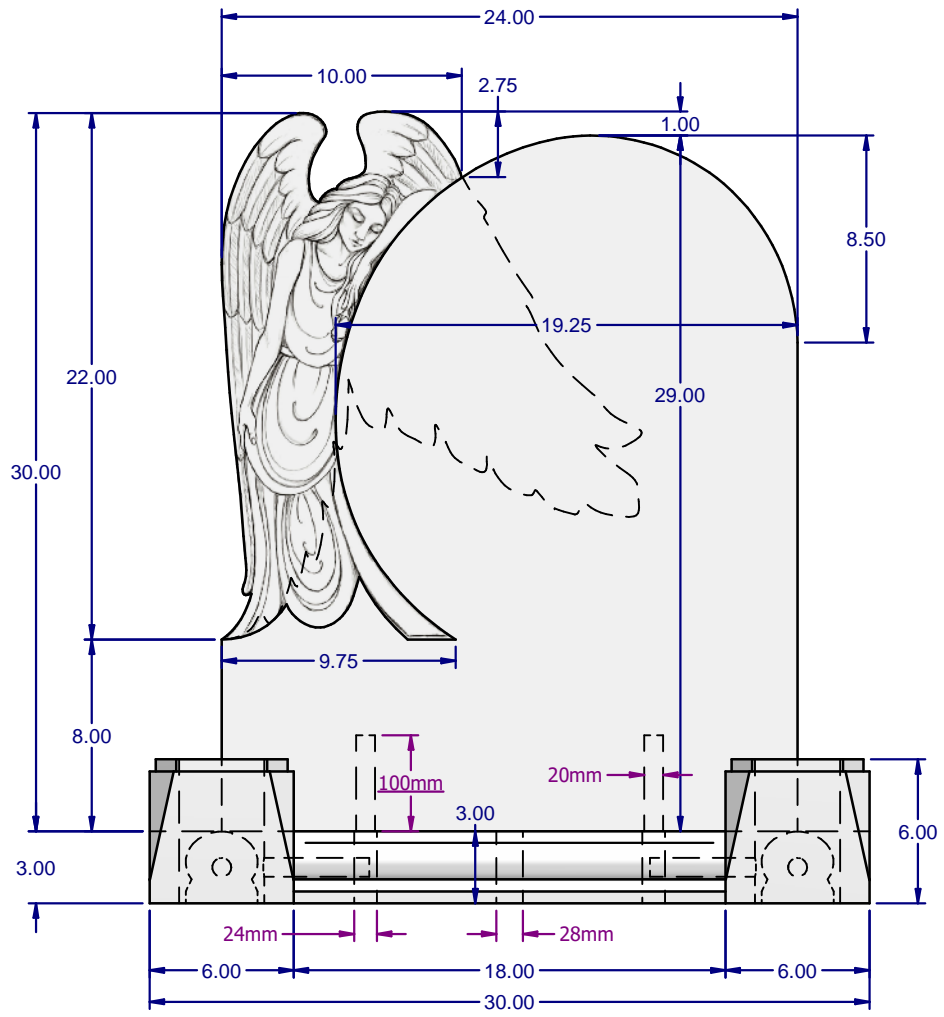
Thank you for your letter of 29 October 2024 regarding the flood gate at the rear of Church Lane to be locked in a closed position from 01 October to 31 March annually.

We would be happy to assist you in investigating your request. Please could you provide a justification to why you want this flood gate to be closed during this period annually. Do you have any further information, images or footage of flooding in the area that supports your request.

Yours sincerely,

Josef Ginns  
Asset Performance Team Leader





Kerbing Detail

