Stockton Heath Parish Council

MINUTES OF THE MEETING OF STOCKTON HEATH PARISH COUNCIL HELD AT STOCKTON HEATH LIBRARY ON TUESDAY 12 March 2024 at 7.30pm.

Present: Cllr H Dutton (Chair)
Cllrs. Barlow (left 9.09pm), Dean, Harris, Murphy , North (arrived at 8.02pm), Olsen (left 9.09 pm), Taylor, Todd, Walker (left 9.09pm) and Wheeler (left 9.09 pm).

Attending: L Jacob (Clerk); PCSO Jordan Bourke (left at 8.51pm); two members of the public (one left at 8.51pm; one left at 8.55pm); C Siddal (Livewire – left at 7.51pm).

23/137 Apologies

Apologies were received and accepted from Cllrs. Gillibrand, Harrison, Jones and Jordan.

23/138 Declarations of Interest

Cllrs. Wheeler and Walker, as member and substitute member of WBC Development Management Committee took no part in planning discussions.

23/139 Public Participation

139.1 PCSO Monthly Report
The monthly report was circulated prior to the meeting and included an incident of fraud involving a ticket sale via Facebook; two thefts from retail premises; two incidents of anti-social behaviour and one of begging; an attempted burglary at the Pavilion in Alexandra Park and a shed lock broken but with no entry gained. An off-road scrambler bike had been found. An advice note regarding parking around the schools had been placed in school newsletters. The TruCam had been used with three activations on Walton Road and one on Grappenhall Road. A councillor requested the Trucam be deployed on Ackers Road. A member of the public raised some issues.
139.2 Representative from Livewire
A representative from Livewire attended to outline the roadmap to transition of the library and leisure services to Warrington Borough Council and the implications for partner organisations. A “tenancy at will” lease will be sent to the parish council until such time as a new sub-lease can be drawn up and agreed between the parties.
139.3 Grappenhall Borough Councillors
Cllr. Helen Speed had sent notification that she was unable to attend.
139.4 Members of the Public
A member of the public interacted during the presentation by Livewire.

23/140 Minutes

140.1 Parish Council
The minutes of the Monthly Meeting of the Parish Council held on Tuesday 13 February 2024 were confirmed as a true record and signed by the Chair.
140.2 The minutes of the Planning, Finance & General Purposes Committee held on Tuesday 27 February 2024 were confirmed as a true record and signed by the Chair.

23/141 Matters to be resolved

Planning, Finance and General Purposes
141.1 (minute P23/118) **Recommended** that the grant application from Wild About Stockton Heath (WASH) for £400 towards the costs of web hosting and public liability insurance be awarded.
[Cllr. Barlow declared an interest, remained in the room and took no part in the discussion or vote]
Resolved to accept the recommendation.
141.2 (minute P23/120) **Recommended** that, following the review of the following policies, no changes, other than updating the threshold amounts in the Procurement

Policy, is required:
Internal Control Policy and Checklist; Reserves Policy; Procurement Policy.
Resolved to accept the recommendation.

23/142 Planning

[This item was deferred and taken after Item 149; Cllrs. Dean, Dutton, Harris, Murphy, North, Taylor and Todd were present for this item]

To consider a response to the following planning applications:

2023/01574/LBC Red Lion, 58 - 60 London Road, Warrington, WA4 6HN
Listed Building Consent for replacement and repair of existing windows and the removal and rebuilding of existing chimneys
No comment.

2024/00196/FULH 111 Grappenhall Road, Stockton Heath, Warrington, WA4 2AU
Single storey extension to side
No comment.

23/143 Councillors' Reports

The following matters were raised:
Research to collect evidence to support an enquiry about a Banking Hub is ongoing and an update will be provided at the next meeting. An indication was made that data had been collected in the past by the MP's office and enquiries will be made to establish if the data could be made available. A suggestion was made that other neighbouring parishes may be supportive. It was reported that enquiries into the provision of another ATM had been unsuccessful.
Several reports had been made to WBC about the uneven pavers in Victoria Square.
[Cllr, North arrived]

23/144 Working Groups

144.1 Communications
The assistant clerk had circulated ideas to the group and a response was awaited. Discussions had begun on the production of the newsletter. The group had not held a meeting.
144.2 Climate and Ecological Emergency
The group had not met.
144.3 Local Plan Response
A challenge to the Local Plan had been made through the courts by a private company.
144.4 D-Day Commemorations
A service of commemoration will be held at St. Thomas' Church on 6 June 2024 and bells will be rung at 6.30pm following the service. A discussion on the purchase of the Lamp of Peace and the Tommy outlines took place. The purchase of the Tommy outlines was deferred.
Resolved to purchase a Lamp of Peace at £55 to be lit following the church service.

23/145 Inspection of cast iron lamp posts

The report on testing the structural integrity of the cast iron lamp posts at Victoria Square was discussed. Both columns passed the ultrasound test and the magnetic particle examination. Observations were made that the inner base columns were heavily rusted and that there was paint flaking on the outside of the bases and shafts. The recommendation was for retesting in two years and an informal assessment that the likely lifespan of the columns was ten years. Meanwhile, at a meeting with the WBC Street Lighting engineer, the installation of new lighting to replace the current heritage style lighting units owned by WBC had been confirmed, with a new additional unit to be placed on the London Road side of Victoria Square. It was agreed that costings for the refurbishment of the columns that are said to be owned by the parish council will be sought, but any decision deferred until the impact of the new column on the lighting levels in the Square is established.

23/146 Bridgewater Canal Towpath

The request from a resident to lobby the Bridgewater Canal Trust to upgrade the canal path from Grappenhall through Stockton Heath was discussed.
Agreed that an enquiry about the timetable for redressing the pathway and any updates on an upgrade will be sought from Peel/Bridgewater Canal Trust.

23/47 Policy Review

The following policies had been reviewed with some minor no changes:
147.1 Co-option Policy – updated to reflect legislative changes following Brexit and to replace "Chairman" with "Chair".
147.2 Publication Scheme – the weblinks to information held on the parish council website have been added.
147.3 Data Retention Policy – removal of redundant words.
Resolved that the policies be adopted.

23/148 Consultations

148.1 WBC Draft Licensing Policy
Cllr. Wheeler raised concerns about the removal of the Cumulative Impact Assessment for Stockton Heath. This had been removed in the 2019 redraft because there was not enough evidence to support the criteria for its application to Stockton Heath. Cllr. Wheeler will explore the questions in the survey and raft a response for consideration at the next meeting.

148.2 WBC's Local Nature Recovery Strategy
Agreed that the parish council's response should be one of support for the strategy.

23/149 Staffing

A motion was put that, due to the nature of the information to be considered (information about individuals), the following item would be discussed with the exclusion of the press and public.

Resolved that agenda item 149.1 and 149.2.be discussed with the exclusion of the press and public.

[Members of the public had left the meeting prior to this item]

149.1 A report on staff appraisal was received.
The clerk's appraisal is yet to be scheduled.
Resolved that the assistant clerk attend the Society of Local Council Clerks Practitioners Conference in February 2025.
149.2 A report on staffing matters was received.
Resolved the temporary appointment of Mark Charlesworth for 10 hours per week at a salary based on the National Joint Council (NJC) salary scales at LC2 SCP 16 pro rata for the hours contracted. The period of temporary employment started on 15 January, with a proposed end date of 30 March 2024, with the option to offer further employment hours as needed in the future.

23/150 Reports from Outside Bodies

There were no reports from attendance at other meetings.

23/151 Future Agenda Items and Items for Publicity

The following items were agreed to be placed on a future agenda, publicised through the website, newsletter or by report to the press and media:
Banking Hubs; response to Licensing Policy; Air Quality Monitor data.

23/152 Date and Time of Next Meeting

152.1 **Agreed,** the date and time of the Annual Meeting of the Parish as Tuesday 9 April 2024 at 7pm.
152.2 **Agreed,** the date and time of the ordinary meeting of the parish council as

Tuesday 9 April 2024 at 7.30pm or on the rising of the Annual Meeting of the Parish.
152.3 **Agreed** the date and time of the Annual Meeting of the Parish Council as Tuesday 14 May 2024 at 7.30pm.

The meeting closed at 9.10pm

Stockton Heath Parish Council

Minutes of a meeting of the Planning, Finance & General Purposes Committee held on Tuesday 26 March 2024, commencing at 7:30pm at Stockton Heath Library.

Present: Cllr. C Jones (Chair)
Cllrs. Dutton, Murphy, Todd, Walker (left at 8.13 pm) and Wheeler (left at 8.13 pm).
Attending: L Jacob (Clerk).

P23/123 Apologies

No apologies had been received.
Cllrs. Harris and North were absent.

P23/124 Declarations of interest

Cllrs. Wheeler and Walker, as a member and substitute member of the Development Management Committee, took no part in planning discussions.

P23/125 Public Participation

No members of the public were present.

P23/126 Accounts for Payment

It was noted that bank charges of £5.25 would be applied to the NatWest Account on 31 March 2024.

Resolved the approval of the payments of the accounts as detailed on the schedule of payments dated to 26 March 2024. To be authorised in internet banking by Cllrs Jones and Todd.

P23/127 Receipts

There were no receipts of money for the period.

P23/128 Statement of Receipts and Payments to date 2023/24

The Statement for the period to 29 February 2024 was noted. This showed total expenditure to date of £141,515.84; cash in hand of £144,871.41 of which £25,701.16 has committed budget lines and £119,170.25 represents uncommitted funds (General Reserve).

P23/129 Bank Reconciliation

The bank reconciliation generated by the cashbook and accompanying bank statements up to 29 February 2024 were be presented and verified by signature by Cllr. Murphy who is not the Chair nor a bank signatory.

P23/130 Internal Auditor

The appointment of JDH Business Services Ltd as the Internal Auditor for financial year 2023/24 was confirmed.

P23/131 PCSO Service Level Agreement

It was noted that the charge for a 50% share of a PCSO for FY 2024 to 2025 had been advised as £20,650 and to noted that Appleton Parish Council advised that the decision of that council will not take place until the May 2024 meeting. The committee requested that full council discuss the Service Level Agreement at the next meeting.

P23/132 Planning Applications

Items 132.2 and 132.3 were taken before Item 132.1.

(Cllrs. Walker and Wheeler were present for Items 132.2 and 133.3 and left the meeting prior to Item 132.1)

132.1 Responses to planning applications received are detailed in the appended table.
132.2 There were no notifications of refused planning applications and no applications which have been referred to or decided by the WBC Development Management Committee. Details appended below.
132.3 A pavement licensing application for Olive Tree Brasserie was discussed. An objection to the application will be sent to the Licensing Committee. The premises front a very busy thoroughfare and establishing a pavement café in this area would compromise pedestrian travel, particularly for those with mobility aids, pushchairs and visual and balance impairments. The configuration of the tables when in use would extend beyond the proposed area, especially for those customers using wheelchairs. From the diagram provided, the pavement café area would extend beyond the natural line created by the adjoining premises, William Hill Bookmakers, thus creating a barrier for pedestrians. The configuration does not consider the need to service the tables by waiting staff, which again will compromise the safe passage of pedestrians. The illustrative tables indicate that they will accommodate two chairs, whereas the applicant seeks four tables seating four to each table, therefore the illustrative tables are not a true representation of the proposed furniture. The dimensions of the tables proposed would not accommodate four chairs to each table. The proposed barrier will further reduce the area for pedestrian access, removing any flexibility by reducing informal passing places. There are no provisions for managing litter (no bins). There is an error in the provision of addresses of the adjoining properties – the property adjoins William Hill bookmakers and not the Red Lion. The current opening hours of the business extend to 10.30pm, which has the potential to create noise nuisance to neighbouring properties, some of which are residential. The applicant provides non-specific assurances that there will be compliance with any conditions which might be made. The proposal has the potential to compromise public safety, create noise nuisance and littering.

P23/133 Date and Time of Next Meeting

Tuesday 23 April 2024 at 7.30 pm.

The meeting closed at 8.31 pm.

P23/126 Schedule of Payment

The following invoices are submitted for approval and payment by the Committee from the agreed budget for 2023/24

Payee	Goods or Service provided	Budget Heading	Net	VAT	Gross
Internet Banking Transfers					
Staff Costs	Staff Salaries (to be paid 20/04/2024)	People Costs	5521.92	0.00	5521.92
Handyman Property Services	Replace Gate Post	Land Assets	295.00	0.00	295.00
Beechwood Industries	Replacement ivy plants	Village	10.00	2.00	12.00
Beechwood Industries	Floral Planting monthly charge	Village	361.17	72.23	433.40
J K Ross	Boots and trousers for Ranger	Village	51.80	10.36	62.16
WASH	Grant towards running costs	Grants	400.00	0.00	400.00
Livewire	Rent of office to end Feb 24	Office Costs	500.00	0.00	500.00
Warrington Borough Council	Supply and Install 13 street trees	Village	1578.00	315.60	1893.60
SLCC	Annual Membership – Clerk	People Costs	257.25	0.00	257.25
Debit Card Transactions					
D-Day 80	Lamp of Peace	Village	55.00	0.00	55.00
BT Bill	Monthly charges	Office costs	52.72	10.54	63.26
Direct Debits					
NatWest (applied 15 Mar)	Bank Charges	Office Costs	27.65	0.00	27.65
NatWest (applied 31 Mar)	Bank Charges	Office Costs	5.25	0.00	5.25
Wavenet (to be applied c. 25 Mar)	Office 365 Monthly Subscription	Office Costs	9.40	1.88	11.28
		Total all payments	**£9125.16**	**£412.61**	**£9537.77**

P23/132 Planning Applications to consider

Date Received	Planning Application Reference	Address	Proposal	Weblink
05/03	2024/00230/FUL	A La Turke, First Floor Victoria Square, 4a Grappenhall Road, Stockton Heath, Warrington, WA4 2AG	Proposed replacement canopy/glazed Victoria veranda structure	Objection The parish council's understanding was that the unauthorised canopy was erected as a temporary structure to help the business through the pandemic period. That this structure has now come to the end of its construction life indicates that its removal is expedient. The proposed structure detracts from the character of this locally listed building, situated within the Stockton Heath Conservation area. The proposed structure serves to obscure the features of the building. The proposed line of the structure obscures architectural features and in one area cuts across a door opening which is visually at odds with the building when taken as a whole. The parish council request that this application is referred to the Development Management Committee.
06/03	2024/00226/FULH	11 Beech Road, Stockton Heath, Warrington, WA4 6LT	Proposed single storey pitched roof garage at rear of property, with access to garage via rear access road.	No comment
06/03	2024/00255/NMA	31 Sandy Lane, Stockton Heath, Warrington, WA4 2AY	Proposed amendment to previously approved application 2023/00227 (House extension) to include changes to windows, porch roof and first floor extension	INFORMATION ONLY
14/03	2024/00246/FUL	Anchor & Hops, 20 Walton Road, Warrington, WA4 6NL	Retrospective Change of Use from Cafe (Class E) to Bar (Sui Generis).	No comment

Cheshire Constabulary

Police Community Support Officer

Partner Service Level Agreement

Cheshire
Constabulary

THIS AGREEMENT is made on the 1st day of April 2023 between:-

the Chief Constable of Cheshire Constabulary of Cheshire (1) Constabulary Headquarters, Clemonds Hey, Oakmere Road, Winsford, Cheshire CW7 2UA (hereinafter called "the Constabulary") of the one part Appleton Parish Council and Stockton Heath Parish Council **(2) (hereinafter called the Partner)** of the other part.

1. BACKGROUND

1.1 The aim of this Agreement is to develop partnership working towards reducing crime & disorder and increase the level of public confidence leading to a greater level of reassurance through the provision of a Police Community Support Officer (PCSO) in the area under this Agreement.

1.2 The Partner has made a request to the Chief Constable and the Chief Constable has agreed to provide Police Community Support Officer Services as detailed in Appendix B (**hereinafter called "the Services")** and the Chief Constable has agreed to provide such Services, subject to the Partner paying the charges specified in this agreement.

2. DURATION

2.1 The term of this Agreement shall be for 1 year commencing on 1st April 2023 until 31st March 2024 ("**the Duration**"). The Agreement will expire on 31st March 2024 unless extended in accordance with paragraph 10.

3. ROLE AND POWERS OF PCSOs

3.1 The role of the PCSO will be: -

3.1.1 To provide visibility, reassurance and engagement to the local community.

3.1.2 Work in partnership with others to problem solve issues and to promote community safety.

3.1.3 Support all residents, especially the vulnerable.

3.2 The role and duties of the PCSOs are more particularly described in Appendix A. The funding Partner priorities are set out in Appendix B.

3.3 The lawful powers of the PCSO are as set out in the designation as determined by the Chief Constable from time to time and published on the force web-site.

4. CONTINUITY OF SERVICE

4.1 Both parties accept that there may be breaks in Service provided by an individual PCSO of up to 21 consecutive days, for example, for the taking of leave and other urgent operational abstraction.

4.2 In the event there is a break in excess of 21 days the Constabulary will:-

(1) inform the Partner in writing and

(2) without delay provide a replacement PCSO or if it is unable to do so offer a pro rata refund of Payment.

5. TASKING AND MANAGEMENT

5.1 As a member of the Cheshire Constabulary staff, the PCSO remains under the operational control of the Chief Constable, through the Local Policing Unit Inspector, who will ensure that the PCSO engages on duties consistent with this Agreement.

5.2 The Constabulary will be responsible for the management of PCSOs for all 'personnel' matters e.g. absence, sickness, training and in doing so may in its discretion take into account representations from the Partner.

5.3 The day to day tasking of the officer will be by the Local Policing Unit Inspector, who, in liaison with the Partner will ensure that the duties undertaken by the PCSO do not fall outside those laid down in this Agreement.

5.4 The Partner acknowledges that the PCSO will work the Local Policing Unit variable shift pattern. Any changes to shifts or working day will be made in accordance with the police council handbook and notified to the Partner.

5.5 Nothing in the Agreement shall be taken as fettering the discretion of the parties to this Agreement in the exercise of their statutory powers and duties.

6. PERFORMANCE REVIEW

6.1 The Constabulary will develop appropriate performance measures with the funding partner, that demonstrates transparency and which is compatible with individual funding partner needs.

6.2 The Constabulary will deliver a performance report on a quarterly basis that will presented by a member of the Local Policing Unit Command Team. This will be in addition to any regular meeting the Partner agrees with their funded PCSO(s).

7. IDENTIFIED POINT OF CONTACT (SPOC)

7.1 Where the Partner wishes to make contact with the Constabulary in relation to the use/deployment of a PCSO, there will an identified person who will be the point of contact within the Local Policing Unit (Constabulary SPOC). This person will normally be the Local Policing Unit Inspector.

7.2 The Partner will identify a lead point of contact who will be the sole representative for all matters relating to this Agreement (Partner SPOC).

8. DISPUTE RESOLUTION

8.1 All matters of dispute under this agreement shall in the first instance be discussed between the parties' SPOC.

8.2 In the event that a matter cannot be resolved in accordance with 8.1 then either SPOC may refer the matter to the Local Policing Superintendent and a designated senior official representing the Partner.

9. FINANCIAL PROVISIONS

9.1 The Partner will pay the agreed sum per annum ("**the Payment**"), making payment by BACS. The Payment for the Service in 2023/2024 will be £37,958 per PCSO, for one year, payable quarterly in advance.

Payment details are:-

Bank:	Barclays Bank, Chester
Name:	PCC for Cheshire General Fund
Sort Code:	20-20-53
Account:	83983005

9.2 Payment must be made within 30 days of receipt of invoice. Failure to adhere to this will be considered a breach of this Agreement and the Constabulary reserve the right to withdraw the current service provided, unless otherwise agreed.

10. REVIEW AND TERMINATION

10.1 The Constabulary will conduct and complete a review of the Services by the 30 November in any year which will take account of the views of the Partner.

10.2 Following this review the Constabulary may offer in writing to the Partner to extend this Agreement on the same or varied terms.

10.3 If in the opinion of the Chief Constable the activities or behaviour of the Partner bring, or have the potential to bring the Constabulary into disrepute by the Partner's association with the Constabulary, the Constabulary reserve the right to terminate this Agreement forthwith.

10.4 Within the duration of the Agreement parties may agree termination on terms which are mutually agreed.

11. INDEMNITY

11.1 Each Party will indemnify the other Party and its Officers, Agents and Employees against all losses, damages, costs, expenses, liabilities, claims or proceedings arising out of any negligence, breach of this Agreement or breach of statutory duty arising from or related to this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or wilful misconduct.

12. FORCE MAJEURE

12.1 Neither party shall be liable in respect of any breach of this Agreement due to any cause beyond its reasonable control including Act of God, inclement weather flood, lightning or fire, the act or omission of Government, highway authorities or other competent authority, war, military operations or riot.

13. LAW

13.1 Unless otherwise agreed in writing between the parties this Agreement shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

14. AMENDMENTS

14.1 Any amendments to this Agreement shall be made in writing and signed by both parties.

SIGNED on behalf of the Constabulary

.....

SIGNED on behalf of the Partner

.....

Councillor M Crowley
Chair of Parish council meeting 18th April 2023.

P. Todd
Stockton Heath Parish Council

Appendix A

Role and Duties

The primary role of the PCSO is to provide a visible uniformed presence in Appleton & Stockton Heath in order to contribute to the reduction of crime and disorder and the promotion of public reassurance and quality of life for local residents.

Duties

- Visible intelligence-led public patrol, in uniform;
- Attending, when directed, at incidents of, and using their designated powers against crime and disorder, in particular:
  - Anti-social behaviour;
  - criminal damage;
  - behaviour that otherwise reduces the quality of life of the community and the local environment;
- co-operating with other relevant agencies to find solutions to local community safety concerns;
- providing crime reduction and community safety advice to groups and individuals;
- collating and disseminating relevant community safety intelligence according to agreed Information Sharing Protocols;
- undertaking other duties to meet the agreed priorities as set out in Appendix B.

Appendix B

Number and Location of PCSOs

The Partner has purchased the services of ONE PCSO within Appleton & Stockton Heath

Joint Partners

In the event that this agreement terminates early under 10.4 in respect of one of the Partners, the remaining Partner can by the agreed date of termination of the other Partner either:-

1. Find a new Partner to take the place of the leaving Partner;
2. Take over payment of the departing Partners share until the end of the agreement;
3. Terminate the agreement early.

Agreed Priorities

The agreed priorities as set out below have been agreed between the Constabulary and the Partner SPOC. These and additional priorities may from time to time be agreed by the Local Policing Inspector and the Funding Partner POC and agreed in writing.

Appleton:

PCSO will attend at Broomfields Youth Project on Friday evening. when on duty, at other times police support this event will be provided by an officer from the south beat management team where available

PCSO will assist with the deployment of two Speed Indication Devices.

PCSO will attend, when on duty, at the Parish Council meetings, at other times attendance will be from another officer from the south beat management team where available.

PCSO will work in partnership with stakeholders and the Local Authority to address issues of littering and dog fouling and report back to the parish council regarding identified issues and action taken.

PCSO will work in partnership with stakeholders and the Local Authority, to address parking issues in Appleton.

PCSO will conduct regular patrolling of Hillcliffe, the area around the shops at Dudlow Green Road and Bridge Lane shops. At other times police support for this will be provided by an officer from the south beat management team if available.

PCSO will undertake regular engagement at the primary schools within Appleton and Bridgewater High School.

Stockton Heath:

PCSO will work in partnership with stakeholders and the Local Authority, to address issues of littering and dog fouling and report back to the parish council regarding identified issues and action taken

PCSO will work in partnership with stakeholders and the Local Authority, to address parking issues in Stockton Heath

PCSO will conduct regular patrolling of Alexandra Park and Ackers Pit, at other times police support for this will be provided by an officer from the south beat management team where available

PCSO will undertake regular engagement at the primary schools within Stockton Heath and Bridgewater High School

An Overview of the village of Stockton Heath

Stockton Heath is situated on the outskirts of Warrington approx 1 ½ miles from the centre of Warrington and is the retail hub not only for Stockton Heath but also for neighbouring parishes – Lymm, Appleton, Grappenhall, Thelwall and Walton. There are no bank branches apart from 1 ATM in SH at Sainsburys Local.

Stockton Heath is separated from Warrington by the Manchester Ship Canal which links the village via a swingbridge to the town– access to the town via the bridge is often interrupted by closing the bridge for canal traffic. The nearest banking branch [apart from an ATM at Morrisons - half a mile away and accessible only by car or walking up a hill] facilities are a mile and a half away in Warrington town centre, well away from public transport links.

Stockton Heath is well served by public transport from outlying villages and has two large carparks behind the retail units.

The last bank, NatWest, closed last year and is now Starbucks. Previously there were 4 major banks and 4/5 building societies. These have gradually closed over the past 10-12 years.

The Post Office used to be in the centre of the village but moved to the edge of the village some years ago. There is only sparse street parking within 50m of the Post Office which is also a small shop and has no seating inside. This is important because the route from the carpark is uphill and older residents find it difficult to access the Post Office on foot.

Population

Stockton Heath has approx 6,500 registered electors. When the residents of the outlying villages that use Stockton Heath are added, this totals about 31,000 electors without a local bank branch.

While on-line banking has increased over the past decade, there is still a need for cash for transactions and many of the independent shops would welcome a depositing facility close by.
People still need to access and deposit cash, pay bills, discuss their accounts, etc and many residents spoken to by the Stockton Heath Parish Council survey would very much appreciate a local banking service. Some of their comments are quoted below.

Shops & Offices

Enclosed is a mapboard of the centre of Stockton Heath with the shops and offices shown for visitors and residents. One of these was installed at either end of the small shopping precinct by Stockton Heath Parish Council. There are currently 2 empty units in Stockton Heath.

The shops and services in the Stockton Heath centre are:

Retail – 44 Restaurants and cafes – 25 Hairdressers – 11 Takeaways – 8 Pubs & bars – 5 Charity shops – 8 Beauty/Nails and Spa units 8 Estate Agents – 9 Funeral Directors – 3 Dentists -3 / several Solicitors & insurance offices – plus various small business on 1st floor premises.

There is also a police station, a car repair garage, 3 churches, 2 schools and the Post Office.

The great majority of the above are independent businesses – Sainsburys Local, Marks & Spencer Foodhall and Aldi are all branches of major companies and have their own security for cash.

Local views from a face-to-face survey 13.3.2024:

“this would be a godsend for me – I shop in Stockton Heath and would use a Hub for withdrawing cash and talking about my savings accounts”

“the current situation is horrendous – I have to take bags of cash into town because the Post Office only accepts full bags and limits the amount I can deposit” [local shopkeeper]

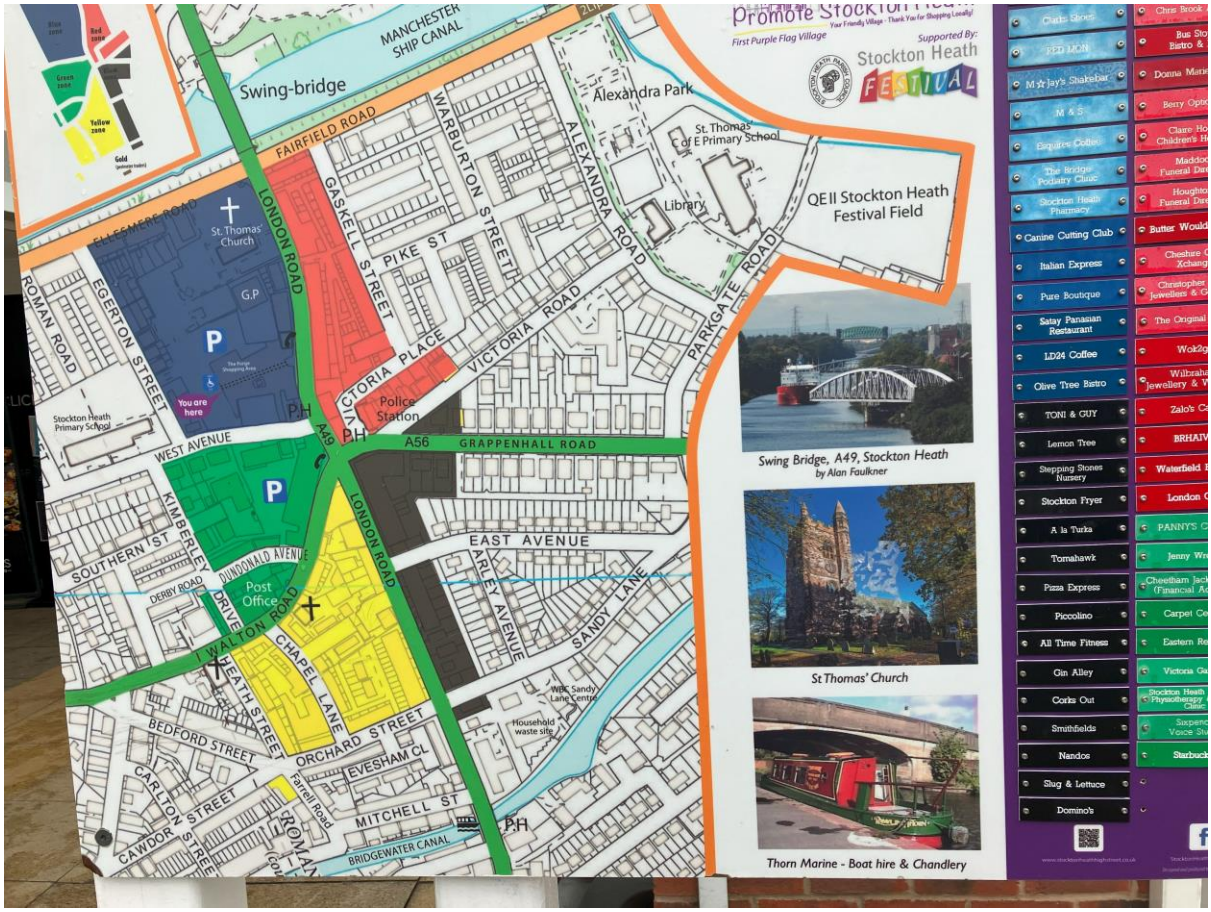
“it is torture going up the hill to the Post Office”

“I would support !00% having a banking hub in the village” [local shopkeeper]

“very much in favour of a banking hub in our village”- on the grounds he wants a personal contact with his bank, including being able to arrange to meet his business manager in private there by appointment. His customers (including lots of older regulars) mainly use debit cards now so he does not need to deposit money. But he does sometimes need some cash/coins and he would like to go there to pay bills. His alternative is to go into the town centre, but there it is mostly automated and it’s hard to find any staff to help, so that is not satisfactory.
[local hairdresser via customer]

We would ask you to consider our village for a Banking Hub for the above reasons.

This is the mapboard showing the concentration of shops and office in Stockton Heath



TRUSTED AIR QUALITY INSIGHT

Stockton Heath Parish Council

Quote Reference: QT003568

Date: 25-Mar-24

Company Registration No. 10272221. Registered Office: Space Park, 92 Corporation Rd, Leicester, LE4 5SP

QUOTE

Stockton Heath Parish Council

Date
25-Mar-24

Expiry
22-Apr-24

Reference
QT003568

Earthsense Systems Ltd
Space Park
92 Corporation Rd
Leicester
Leicestershire
LE4 5SP
Tel: 0116 225 4678
Email:
accounts@earthsense.co.uk
VAT Reg No.
GB 255 1592 02

DRAFT pending approval.

Product	Unit Price	Quantity	Amount GBP
Fieldwork for the deployment and annual maintenance of one zephyr	£1,045.00	1.00	£1,045.00
	Subtotal		£1,045.00
	Discount		£0.00
	Total Price Ex Vat		£1,045.00
	Shipping		£0.00
	VAT		£209.00
	TOTAL GBP		£1,254.00

At the end of the subscription period there is an ongoing fee for the continuation of service. Ongoing service includes continued support and maintenance, continued manufacturing warranty, all data transmission costs, web-licencing, ongoing data calibration, remote monitoring of sensor performance and all replacement sensor cartridges.

Notes

Outward & return travel - Leicester to Stockton Heath

iMCERTS upgrade z404 onsite

Quote Acceptance:

Signed: .....

Date: .....

Return to: sales@earthsense.co.uk
*Or Email acceptance quoting the **Quote Reference***

Terms & Conditions

1. Definitions

1.1. In these Conditions: **"Conditions"** are these terms and conditions of trading and any special terms and conditions mentioned on any written quotation or acceptance of the Customer's order.

1.2. **"Customer"** means the party identified as the Customer in these conditions to whom EarthSense may agree to supply Products in accordance with these conditions.

1.3. **"Contract"** is the contract for the purchase and sale of the products.

1.4. **"Quotation"** or **"quote"** is a tender made by EarthSense whether oral or in writing.

1.5. **"EarthSense"** means EarthSense Systems Limited, company registration number 10272221 trading as EarthSense Limited, registered address: Space Park Leicester, 92 Corporation Road, Leicester, LE4 5SP, UK or any subsidiary or associated company.

1.6. **"Misuse"** means misuse and/or use which is outside the scope of the use intended by EarthSense including without limitation one or more of the following:

1.6.1. Using third-party supplied solar panels and/or other non-recommended non-OEM Earthsense equipment not provided by EarthSense as part of any installation, unless specifically advised by EarthSense engineers.

1.6.2. Storing the Zephyr® for long periods of time and in conditions not recommended by EarthSense. Recommended storage is defined as follows:

- Ensure storage is within our recommended temperature range between -20°C to +45°C and within 15-85% humidity.
- Sufficiently protected from water and dust ingress.
- If stored for periods longer than 3 months the Zephyr® should be placed on mains power for a period of 3-5 hours.

1.6.3. Operating the Zephyr® outside it's recommended technical specification as described in the EarthSense Zephyr® Technical Specification.

1.6.4. Disassembly of hardware or removal of protective covers, including head units in any way, unless under the express supervision by EarthSense engineers.

1.6.5. Replacing / removal of pre-installed SIM or SD card without express permission of EarthSense or supervision by Earthsense engineers.

1.6.6. Drop or other shock damage which breaks and damages any internal contents.

1.6.7. Improper installation / failure to install in accordance with correct EarthSense recommendations (for example but without limitation as to specification and connection of pipes, hoses, forced airflow, use upside-down, use in an outer box).

1.6.8. Return shipping not in EarthSense original or EarthSense-recommended packaging (being OEM replacement original packaging if original packaging cannot be located).

1.6.9. Utilising third party power which is outside of EarthSense-recommended voltage, current or amperage tolerances.

1.6.10. Utilising power supply units that have not supplied with the Zephyr® unless permission has been provided by EarthSense engineers.

1.6.11. Improper installation of power cables and Zephyr® power connector.

1.6.12. Improper connection of the Zephyr® power connector cap on the head unit.

1.6.13. Storage of the Zephyr® that is not in accordance with pre installation storage and End of Life storage parameters.

1.7. **"Products"** means products and/or services including but not limited to hardware (e.g., "Zephyr®"), licence of software and data (e.g., "MappAir®" and "MyAir®"), provision of consultancy services (including Third Party Products)to be provided by EarthSense to the Customer in accordance with these terms and conditions.

1.8. **"Software Licence**" means the software license under the terms of which a right to use software and/or data Products is provided to the Customer.

1.9. **"Third Party Product"** or **"Third Party Data**" means all hardware, software or data owned by or licensed to the Customer directly or indirectly sourced from a third-party owner (whether or not supplied by EarthSense) and which comprises part of the Products.

1.10. **"Estimated Times"** means the timescale provided on the delivery date specified by EarthSense.

2. Order Acceptance

2.1. All orders placed with EarthSense by the Customer for Products shall constitute an offer to EarthSense, under these conditions, subject to availability of the products and to acceptance of the order by EarthSense's authorised representative.

2.2. All orders are accepted, and Products supplied subject to these express terms and conditions only and in the case of software and/or data products on the terms of the Software Licence. No amendment to these terms and conditions will be valid unless confirmed in writing on or after the date hereof by EarthSense's authorised representative.

2.3. Customer agrees to have all their contact details held for the purpose of processing this order. You can request removal of other personal data as outlined in our privacy policy which can be found at our website.

2.4. It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase unless EarthSense amends these latter terms and conditions in writing and signed by EarthSense's authorised representative to expressly agree that the Customer's Terms and Conditions will prevail. In any event software and data Products are only provided on the terms of the Software Licence and on no other terms.

2.5. EarthSense's employees or agents are not authorised to make any representations concerning the Products unless confirmed by EarthSense in writing. In entering into the contract, the Customer acknowledges that it does not rely on, and irrevocably waives any claim it may have for damages for or right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).

2.6. Any advice or recommendation given by EarthSense or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by EarthSense is followed or acted upon entirely at the Customer's own risk and, accordingly, EarthSense shall not be liable for any such advice or recommendation which is not so confirmed.

2.7. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by EarthSense shall be subject to correction without any liability on the part of EarthSense.

3. Independent Contractor

3.1. The relationship between the Supplier and Customer is that of Independent Contractor. Neither party is the agent of each other, and neither party has any authority to make any contract or enter into any obligation directly or indirectly in the name of the other party, without that party's prior written consent for express purposes connected with the performance of these conditions.

4. Dispatch

4.1. Any time quoted for dispatch or delivery is to be treated as an estimate only. It is the responsibility of the customer to ensure any import duty is paid in full. In no event shall EarthSense be liable for any loss or damages or penalty, direct or indirect, for delay in dispatch or delivery.

4.2. Time for delivery shall not be of the essence.

4.3. EarthSense shall not be responsible for loss or damage resulting from delay or failure to notify the Customer of any delay. Changed specifications or instructions may result in changes to Estimated Times.

4.4. The Products may be delivered in instalments. Each delivery shall constitute a separate contract and failure by EarthSense to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

4.5. The place for delivery of the Products will be notified to EarthSense by the Customer prior to dispatch of the Products. If the Customer fails to take delivery of the Products, fails to pay import duties, or fails to give EarthSense adequate delivery instructions at the time stated for delivery then EarthSense may store the Products until actual delivery and charge the Customer for the costs (including insurance) of storage and re-delivery; or sell the Products at the best price readily obtainable and (after deducting all storage, selling and other expenses) account to the Customer for the excess over sums owing by the Customer or charge the Customer for any shortfall.

4.6. Risk shall pass to the Customer at the time the Products are despatched by EarthSense. EarthSense accepts no liability for loss or damage caused by the carrier.

4.7. If Products have not been received, the Customer must notify EarthSense within 7 days of the date of the invoice. If proof of delivery is required, this must be requested within 14 days of the date of the invoice.

5. Cancellation and Rescheduling

5.1. Subject to clause 9.2, any request by the Customer for cancellation of any order or for the rescheduling of any deliveries or installation will only be considered by EarthSense if made at least 12 hours before dispatch of the Products or 3 days prior to the agreed installation date and shall be subject to acceptance by EarthSense at EarthSense's sole discretion, and subject to a reasonable administration charge therefor by EarthSense. The Customer hereby agrees to indemnify EarthSense against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

5.2. EarthSense may cancel the Contract with the Customer by giving written notice if:

5.2.1. Any invoices for the sale of EarthSense's Products are overdue for payment.

5.2.2. The manufacturer of the Products advises EarthSense of an increase in the price of the Products.

5.2.3. For reasons beyond the control of EarthSense it is unable to effect delivery following the manufacturer's termination of the Products or there is an insufficient supply of Products from the manufacturer.

5.2.4. On the giving of such notice of cancellation, EarthSense shall repay to the Customer any sums paid in respect of the price of the Products. EarthSense shall not be liable for any loss or damage arising from such cancellation.

5.2.5. Once any installation or field work dates have been agreed with the client, either in writing or verbally, changes or cancellations will be charged in line with the following:

- Cancelling 1 day prior to agreed installation date - 100% fieldwork charge and all associated travel and subsistence at cost + 10% service charge
- Cancelling 2 days prior to agreed installation date - 75% fieldwork charge and all associated travel and subsistence at cost + 10% service charge
- Cancelling 3 days prior to agreed installation date - 50% fieldwork charge and all associated travel and subsistence at cost + 10% service charge

6. Pricing

6.1. Catalogues, price lists and other advertising literature or material as used by EarthSense are intended only as an indication as to the price and range of Products offered and no prices, descriptions or other particulars contained therein shall be binding on EarthSense.

6.2. All prices are given by EarthSense at the time of the order on an ex-works basis and the Customer is liable to pay for import duties, transport, packing and insurance.

6.3. All quoted or listed prices are based on the cost to EarthSense of supplying the Products to the Customer. If before delivery of the Products there occurs any increase in any way of such costs in respect of Products which have not yet been delivered, the price payable may be subject to amendment without notice at EarthSense's discretion.

6.4. All prices are exclusive of Value Added Tax, import duties and any similar taxes. All such taxes are payable by the Customer and will be supplied in accordance with UK legislation in force at the tax point date.

6.5. The Customer shall pay EarthSense's invoices without any deduction or set off. EarthSense may recover the price notwithstanding that delivery may not have taken place and property in the Products has not passed to the Customer. The time of payment shall be of the essence.

6.6. Quotations may be withdrawn at any time prior to acceptance of order and shall automatically be taken to have lapsed after 7 days from the date of any Tender.

7. Payment Terms

7.1. Invoices will be raised and dated by EarthSense on the date of the order of the Products. Unless otherwise specifically requested and agreed, invoices will be payable within 2 weeks of the invoice date. Payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment from the date payable at the rate of 2% per annum above the base rate for the time being of Royal Bank of Scotland plc.. EarthSense retains the right to charge such interest cost which it may incur, and interest shall accrue on a daily basis and be payable on demand after as well as before judgment.

7.2. If the Customer has a credit account with EarthSense, the credit limit as determined from time to time by EarthSense shall not be exceeded without the written consent of EarthSense's authorised representative. Credit terms may be withdrawn at the discretion of EarthSense.

7.3. If the Customer has a credit account with EarthSense Ltd, invoices must be paid within 14 days of the invoice date. Payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment from the date payable at the rate of 2% per annum above the base rate for the time being of RBS. Such interest shall accrue on a daily basis and be payable on demand after as well as before judgement.

7.4. EarthSense Limited reserve the right to terminate credit account payment terms with immediate effect when it deems this reasonable to do so.

8. Sales Taxes

8.1. EarthSense will invoice with VAT at the applicable rate unless the customer requests and provides sufficient information for zero or European VAT supply. EarthSense will not refund VAT after the completion of the sale.

8.2. All import duties will be paid for by the customer.

9. Retention of Title and Risk

9.1. When all prices, taxes, and charges due in respect of all of the Products and any Products supplied previously to the Customer have been paid in full, title to hardware Products only may pass to the Customer if expressly agreed in writing by EarthSense. Software and data Products will remain subject to the terms of the Software Licence.

9.2. Notwithstanding despatch and the passing of risk in the Products to the Customer pursuant to Clause 9.1, or any other provision of these conditions, the property of the hardware Products shall not pass to the Customer until EarthSense has received cash or cleared funds payment of the price of the Products and all of the Products agreed to be sold by EarthSense to the Customer for which payment is then due.

9.3. Until such time as and unless the property in the hardware Products passes to the Customer, the Customer shall hold the hardware Products as EarthSense's fiduciary agent and bailee, and shall keep the Products properly stored, protected and insured and identified (by way of identifying sticker identifying the Product as EarthSense's property. Until that time the Customer shall be entitled to use the products in the ordinary course of its business.

9.4. Until such time as and unless the property in the Products passes to the Customer (and provided the Products are still in existence), EarthSense shall be entitled at any time to require the Products be delivered to EarthSense and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.

9.5. The Customer's power of sale or right to use such Products shall immediately cease if an Administrative receiver is appointed over all or any part of its assets or if it adjudicated bankrupt or enters liquidation whether compulsory or voluntary, or if the Customer makes an arrangement with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986.

9.6. On termination of the Company's power of sale or right to use the Products the Customer will immediately hold the Products to the order of EarthSense.

9.7. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of EarthSense, but if the Customer does so, all monies owing by the Customer to EarthSense shall (without prejudice to any other right or remedy of EarthSense) forthwith become due and payable.

9.8. EarthSense reserves the right to cease supplies of Products to the Customer at any time. On such cessation of supplies, EarthSense reserves the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment forthwith.

10. Specification of Products

10.1. EarthSense will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. EarthSense will use its reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any such notice thereof from the manufacturer.

10.2. Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted, or modified. EarthSense reserves the right to increase its quoted or listed price, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of such orders.

11. Propriety Rights in Software/Data

11.1. The Customer hereby acknowledges that any proprietary rights in any EarthSense software, any data or Third Party Product supplied hereunder or derived from use of the Products including but not limited to any title or ownership rights, patentable rights, copyright and rights in data confidential information or trade secrets , shall at all times and for all purposes be assigned to vest in and remain for all purposes vested in EarthSense or in the case of Third Party Products the Third Party Product owner, although they shall be licensed back to the Customer under the terms of the Software Licence.

11.2. The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to EarthSense Products or Third-Party Product supplied and delivered by EarthSense (including if so, required the execution and return of a Third-Party Product licence). The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software/data licence or having the same revoked by the proprietary owner. The Customer further agrees to indemnify EarthSense in respect of any costs, charges or expenses incurred by EarthSense at the suit of a Third-Party Product owner as a result of any breach by the Customer of such.

11.3. For avoidance of doubt any data generated by the Zephyr can be used by the Customer during the Term of and subject to the terms of the Licence Agreement and for the avoidance of doubt EarthSense retains the rights to use the anonymised Zephyr data to improve its data products.

11.4. NO TITLE OR OWNERSHIP OF SOFTWARE/DATA PRODUCTS OR ANY THIRD-PARTY PRODUCT LICENCED TO THE CUSTOMER UNDER THIS AGREEMENT IS TRANSFERRED TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.

12. Acceptance / Return of Products / End of Life

12.1. The Customer shall inspect the Products on delivery and unless the Customer notifies any defects in writing within 7 days of delivery and unless Customer gives EarthSense an opportunity to inspect the Products within a reasonable time following delivery and before any use is made of the Products, the Products shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage and the Customer shall be deemed to have accepted the Products.

12.2. After acceptance the Customer shall not be entitled to reject Products, which are not in accordance with the Contract. In no event shall the Customer be entitled to reject the Products on the basis of any defect or failure, which is so slight that it would be unreasonable for the Customer to reject the Products.

12.3. The Customer shall notify EarthSense of any shortage of quantity or damage to the Products or any alleged failure to comply with its description within 2 working days of receipt of the Products.

12.4. Returns must be made subject to the following:

12.4.1. prior authority having been obtained from EarthSense which will be given at EarthSense's sole discretion;

12.4.2. within 30 days of the date of the invoice;

12.4.3. the Products must be properly packed;

12.4.4. the Products must be in a saleable condition;

12.4.5. the Products must be accompanied by a packing list;

12.4.6. the Product is still covered by warranty (see section 12).

12.5. EarthSense reserves the right to reject any returned Products which do not comply with the conditions set out in clause 12.4. and will be returned to the Customer freight collect. EarthSense shall specifically not accept the returned Products unless it includes the original packaging.

12.6. If EarthSense nevertheless agrees to accept any Products returned which are not in a saleable condition, EarthSense reserves the right to charge the cost to the Customer of bringing the Products into a saleable condition.

12.7. If EarthSense agrees to accept return of the Products, the Customer shall be liable to pay to EarthSense a handling charge of 15% of the invoice price. The Products shall also be returned carriage paid. Subject to clause 13 of these Conditions, the liability of EarthSense is strictly limited to the replacement, repair or credit to the invoiced value of the defective Products at the discretion of EarthSense.

12.8. The Customer agrees not to contact solicit or deal with any subcontractor, end-manufacturer or supplier to Earthsense of any Products or any parts or components of any Products for a period of 12 months from the supply of any Products by Earthsense.

12.9. The Customer agrees to comply with the conditions defined under Misuse.

12.10. The Customer agrees to return all hardware to EarthSense at the end of the service period for End of Life recycling and disposal if the Customer does not intend on continuing.

12.11. As part of being a responsible, ethical producer of portable batteries EarthSense will offer a retrieval service at no cost for deployed Zephyrs to enable recycling or disposal of batteries in an environmentally safe manner at end of life / subscription. The EarthSense battery Producer Registration number is BPRN08328.

13. Warranty

13.1. EarthSense warrants that it has in the case of hardware Products good title to and in the case of software and data Products is entitled to licence to supply all software and data Products on the terms of the Software Products to the Customer.

13.2. If any part of the hardware Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the Products PROVIDED THAT no unauthorised modifications to the Product or to the system of which the Product forms part have taken place or that the Product has been damaged by the Customer. EarthSense is not responsible for the cost of labour or other expenses incurred in repairing defective or non-conforming parts. Earthsense accept no liability in respect of, nor does the warranty in this clause extend to, any damaged or malfunctioning Product which does not operate as intended as a result in whole or in part to any Misuse. Where title has not passed and/or where a claim is brought by any third party against Earthsense the Customer agrees to fully indemnify and hold harmless Earthsense against all and any loss, damage claims and/or expense incurred by Earthsense as a result of or in connection with any Misuse.

13.3. All software Products supplied hereunder are supplied "as is" and the sole obligation of EarthSense in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that such software Product should fail to conform to product description PROVIDED ALWAYS THAT the Customer notifies EarthSense of any such non-conformity within 90 days of the date of delivery of the applicable software Product. Specifically, EarthSense gives no express warranty in relation to the Products date compliance and cannot accept any liability in relation to any losses, costs, or expenses, which arise through any difficulty, caused over date changes.

13.4. If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 13.2 or 13.3, EarthSense will only accept the return of such Products provided that it receives written notification thereof giving detailed reasons for rejection. EarthSense will not consider any claim for compensation, indemnity, or refund under liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the invoiced Products be deducted or set off by the Customer until EarthSense has passed a corresponding credit note.

13.5. Notwithstanding anything to the contrary in this Agreement, it is acknowledged and accepted by the Customer that: Where the Product is a modelled dataset e.g., "MappAir" EarthSense cannot and does not represent, warrant, or guarantee the accuracy, completeness or usefulness of the Product, its indications, or outputs; the Product is developed using information compiled and provided by third parties which is not guaranteed as to accuracy, completeness or otherwise;

13.6. EarthSense cannot and does not represent or provide any warranty, guarantee or other assurance that product: is accurate, reliable, complete or up-to-date; will meet the present or future requirements of Customer; will be delivered or perform without interruption, fault, or error; or will be free from viruses, worms, trojan horses or other malware or corruptions (which by their nature may evade reasonable steps to detect or manage). Except for the warranties provided in clause 13.1 and 11, EarthSense does not provide any warranties, guarantees or representations, and all conditions, warranties, representations, and other terms expressed or implied by statute, common law or otherwise in connection with this Agreement and in relation to which EarthSense might otherwise be liable or responsible are hereby excluded to the fullest extent permitted by law.

13.7. EXCEPT AS SPECIFICALLY SET OUT IN THIS CLAUSE 12, EARTHSENSE DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESCRIPTION, DESIGN, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY PREVIOUS COURSE OF DEALING, USAGE OR TRADE PRACTICE.

14. Indemnities and Limits of Liability

14.1. EarthSense does not attempt to limit liability for personal injury or death caused by its negligence or the negligence of its employees or agents. Subject to the provisions of the Unfair Contract Terms Act 1977,otherwise all warranties, conditions, representations, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14.2. To the extent the law does not permit the liabilities concerned to be excluded and save as otherwise expressly provided, EarthSense's entire aggregate liability for all claims shall be limited to damages of an amount equal to the price of the Products.

14.3. Except as stated in clauses 14.1 and 14.2 above, EarthSense disclaims and excludes all liability to the Customer in connection with these terms and conditions including the Customer's installation and use of the Products and in no event shall EarthSense be liable to the Customer for special, indirect, or consequential damage including but not limited to loss of profits including loss of profits arising from loss of data or in connection with the use of the Products. Subject to 14.1 EarthSense also excludes all liability for any issues, damage resulting from installation of the hardware Products, including but not limited to installation into vehicles or street furniture. All terms of any nature, express or implied, statutory, or otherwise, as to correspondence with any description or sample, fitness for purpose or merchantability, are hereby excluded.

14.4. The Customer shall indemnify and defend EarthSense and its employees in respect of any claims by third parties, which are occasioned by or arise from following the instructions of the Customer or its authorised representative.

15. Default

15.1. The Customer shall fully and effectively indemnify EarthSense against the total expense to EarthSense arising out of the Customer's breach or breaches of these conditions of sale. Such expense shall include (without limitation):

15.1.1. all expenses incurred by EarthSense in sourcing and building the Products

15.1.2. all court fees

15.1.3. all amounts payable to EarthSense's professional advisers (payable on an indemnity basis) in pursuing claims against the Customer for breach or breaches of these conditions and for enforcing any judgement/s and/or order/s

15.1.4. all amounts payable to EarthSense's insurers including increased premiums and/or debt recovery agents, in each case including anticipated sums payable by EarthSense only after payment of any sums from the Customer.

16. Force Majeure

16.1. EarthSense shall:

16.1.1. in any event is not be liable for loss or damage for any cause beyond its control; and

16.1.2. be entitled to cancel or rescind the contract if the performance of its obligations under the contract is in any way adversely affected by any cause whatsoever beyond EarthSense's control including (but not limited to) the delays or default of any sub-contractor, war, terrorism, strike, lock-out, trade disputes, flood, accident to plant or machinery, shortage of materials or labour.

17. Termination

17.1. This agreement may be terminated forthwith by notice in writing:

17.1.1. By EarthSense if the Customer fails to pay any sums due hereunder by the due date notwithstanding the provisions for late payment as in clause 7.1.

17.1.2. If either party fails to perform any of its obligations under this Agreement and such failure continues for a period of 14 days after written notice thereof, by the other party.

17.1.3. If either party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or a reconstruction, or makes an arrangement with creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, then without prejudice to any other rights or remedies available to it, the other party shall have the right to terminate this Agreement forthwith.

17.2. Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

18. Export and/or Re-export Limitations

18.1. Having regard to the current statutory or other United Kingdom government regulations in force from time to time and, in the case of Products manufactured in the United States of America, to the current export rules and regulations of the United States Department of Commerce in force from time to time and regardless of any disclosure made by the Customer to EarthSense of an ultimate destination for any Products, the customer will not export or re-export any Products without first obtaining all such written consents or authorisations as may be required by any applicable government regulations.

19. Contract

19.1. The headings in this Agreement are for ease of reference only and shall not affect its interpretation or construction.

19.2. No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.

19.3. The Customer agrees not to assign any of its rights herein without the prior written consent of EarthSense.

19.4. In the event of any of these terms and conditions or any part of them being judged illegal or unenforceable for any reason, the continuation in full force and effect of the remainder of them shall not be prejudiced.

19.5. Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute, or any cause beyond its reasonable control.

19.6. Any documents or notices given hereunder by either party to the other must be in writing and may be delivered personally or by recorded delivery or registered post and in the case of post will be deemed to have been given 2 working days after the date of posting. Documents or notices shall be delivered or sent to the addresses of the parties on the first page of this Agreement or to any other address notified in the normal course of trading in writing by either party to the other for the purpose of receiving documents or notices after the date of this Agreement.

19.7. These terms and conditions shall be construed in accordance with English Law.

20. Additional Terms for Consumers Only

20.1. The terms of these conditions do not affect a consumer's statutory rights.

20.2. The following terms shall only apply to those persons who purchase products from EarthSense as a consumer as defined in the consumer protection (distance selling) regulations ("Regulations")

20.3. A consumer shall, subject to the terms set out in this clause 19, have the right to cancel a contract within 7 working days from the day after the date of the delivery of the products by EarthSense to the consumer providing that the consumer makes the request to EarthSense in writing. In the case of online purchases, a consumer has certain rights under the Distance Selling Regulations which are summarised here: *https://www.gov.uk/accepting-returns-and-giving-refunds.* No form of cancellation is required or stipulated and cancellation by email to Earthsense will suffice.

20.4. Should a consumer exercise their right to cancel pursuant to this clause, EarthSense will in accordance with the regulations, reimburse any payment made by the consumer for the products minus any carriage charges within 30 days of receiving the written notification of cancellation unless:

20.4.1. The consumer does not take reasonable care of the products whilst in their possession, either prior to or after cancellation. The consumer will be deemed not to have taken reasonable care of the Products if such Products are not kept packaged in their original boxes, with all disks, manuals, cables, and other items and that the external packaging is not altered in any way.

20.4.2. The Products contain software where the seal to the licence has been broken. Any Products returned by the consumer under this clause will be charged a processing fee of £10.00 plus VAT which represents EarthSense's direct costs for such a return.

21. Announcements and Publicity

21.1 By placing an order, you consent to EarthSense announcing any partnerships, projects, or collaborative work through various communication channels as part of our standard business practice.

21.2 Announcements may include basic project details, unless specifically requested otherwise. Please note that sensitive information such as contact details, order values, and addresses will never be disclosed without your explicit prior consent.

21.3 Before sharing any detailed project information via press releases, we adhere to established approval procedures. As part of this process, we may directly contact you for approval or share necessary information with our third-party press release agency, SandStar Communications Limited.

21.4 By accepting these terms and conditions, you understand and agree that standard press releases regarding our collaborative efforts and the products/services involved may be disseminated.

21.5 Should you wish to withdraw your consent at any time, please contact us directly or reach out to the responsible person at contactus@earthsense.co.uk.