

# STOTFOLD TOWN COUNCIL

Greenacre Centre, Valerian Way, Stotfold, SG5 4HG  
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18 September 2025

## Members of Stotfold Town Council:

**Attendees: Cllr D Matthews (Chair), Cllr S Hayes (Vice Chair), Cllr B Saunders, Cllr J Hyde, Cllr M Cooper, Cllr J Bendell, Cllr J Talbot, Cllr Venneear.**

**You are hereby summoned** to attend the **Buildings Management Committee** meeting to be held in the **Community Room at The Greenacre Centre, Valerian Way, Stotfold, SG5 4HG** on **Wednesday 24 September at 7.00pm** for the purpose of transacting business detailed in the agenda.

Central Bedfordshire Council Ward Members, representative of the press and electorates of Stotfold, for information.



**E Payne**  
Town Clerk

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## Members of the public:

In addition to attendance in person, you are now able to observe our meetings by joining via MS Teams. Join on your computer or mobile app [Click here to join the meeting](#). Please note, our meetings are recorded for minute taking purposes, and will be deleted after Minutes are approved.

Members of the public are invited to observe the meeting and may speak in the 'public section' agenda item. As per Standing Orders, if you wish to speak, you must notify the Town Clerk of your intention prior to the start of the meeting (contact in advance [enquiries@stotfoldtowncouncil.gov.uk](mailto:enquiries@stotfoldtowncouncil.gov.uk) or 01462 730064 or you will be asked at the appropriate point in the agenda if unable to give prior indication).

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IN COLLABORATION WITH SLCC, NALC, OVV, COUNTY ASSOCIATIONS

The seven principles of public life

Selflessness | Integrity | Objectivity | Accountability | Openness | Honesty | Leadership

## AGENDA

### 1. APOLOGIES FOR ABSENCE

For Decision

To receive apologies for absence.

#apologies

### 2. DISCLOSURES OF MEMBERS' INTERESTS AND DISPENSATIONS

For Decision

1. Members to declare interests in respect of any item on the Agenda.
2. Proper Officer to consider written requests from members for dispensations.

Members are reminded that if at any time during the meeting they feel they have an interest in an item being discussed, they should declare it at that point.

### 3. PUBLIC SECTION (MAX. 15 MINUTES)

For Information

Members of the public may speak on matters of concern, ask questions or make statements (maximum of 3 minutes per speaker), after giving notice of their wish to do so to the Town Clerk prior to the meeting. Order of speakers will be in order of notification. [Public Participation Policy](#) applies.

### 4. MINUTES OF THE PREVIOUS MEETING

For Discussion

Members are asked to resolve that the Minutes of the Building Management Committee meeting held on 30 July 2025 are a correct record.

#minutes

### 5. CLERK'S REPORT AND ACTION TRACKER

For Information

To receive the Clerk's report, note its contents and note the action tracker.

#tracker

### 6. REPORTS TO COMMITTEE

For Members to consider the following reports for decision:

#### 6.1. BUILDING MANAGEMENT BUDGET 2026/27

For Decision

Members to receive the first draft of the Building Management Committee proposed budgets for 2026/27, as presented by the Town Clerk.

#budgets

#### 6.2. GREENACRE CENTRE MAINTENANCE CONTRACT

For Decision

Members to receive a report from the Town Clerk and consider the recommendations within the report.

**6.3. PROPOSED REFURBISHMENT OF MEMORIAL HALL**

For Decision

Members to receive a report from the Town Clerk and consider the recommendations within the report.

#memorialhall

**6.4. INPOST LOCKERS**

For Decision

Members to receive a report from the Town Clerk and consider the recommendations within the report.

#inpost

**6.5. DISPLAYING ART AT THE GREENACRE CENTRE**

For Decision

Members to receive a report from the Public Realm Manager and consider the recommendations within the report.

#art #GAC

**6.6. FREE HIRE INFORMATION FOR 2025**

For Information

Members to note the report from the Public Realm Manager.

**7. WORK PROGRAMME**

For Information

To receive this Committee's Work Programme.

**8. ITEMS FOR INFORMATION PURPOSES, RELEVANT TO THIS COMMITTEE ONLY**

**9. DATE OF NEXT MEETING**

Wednesday 26 November.

[2025-07-23 - Building Management Committee - Minutes.pdf](#)

[BM Clerk's Report September 2025.pdf](#)

[BM Tracker September 2025.pdf](#)

[Budget 2026-27.pdf](#)

[BM Revenue Budget 2026-27.pdf](#)

[BM Capital Budget 2026-27.pdf](#)

[Greenacre Centre - Quotes for 3 Year BMS Service.pdf](#)

[Proposed Scheme for Refurbishment of Memorial Hall.pdf](#)

[Report - Inpost Locker.pdf](#)

[Inpost 250728 InPost in your Town.pdf](#)

[Inpost 250728 - DRAFT - Stotfold Town Council and InPost Locker Licence Agr~.pdf](#)

[Art installation Greenacre centre .pdf](#)

[Free Hire.pdf](#)

[BM WP September 2025.pdf](#)



**MINUTES OF THE MEETING OF BUILDING MANAGEMENT COMMITTEE HELD IN THE GREENACRE CENTRE, VALERIAN WAY, STOTFOLD SG5 4HG ON WEDNESDAY 23 JULY 2025 AT 19:00**

**Present:**

Cllr S Hayes (Vice Chair), Cllr J Bendell, Cllr M Cooper, Cllr J Talbot, Cllr B Saunders, Cllr N Venneear

**Apologies:**

Cllr D Matthews, Cllr J Hyde

**Also Present:**

Cllr S Buck (ex Officio)  
Cllr J Smith (ex Officio)  
E Payne, Town Clerk  
S Riley, Public Realm Manager

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**1. APOLOGIES FOR ABSENCE**

Apologies were received from Councillor Matthews and Councillor Hyde.

**Decision:** It was **RESOLVED** to accept apologies

**2. DISCLOSURES OF MEMBERS' INTERESTS AND DISPENSATIONS**

Cllr Saunders request a dispensation for item 10 as a Director of Stotfold Football Club. No other members declared interests or requested dispensations at this time.

**Decision:** It was **RESOLVED** to approve the dispensation for Cllr Saunders

**3. PUBLIC SECTION**

There were no members of the public present at the meeting.

**4. MINUTES OF THE PREVIOUS MEETING**

The Chair asked members to resolve that the minutes of the Building Management Committee meeting held on 28 May 2025 were a correct record. The minutes were reviewed, and members agreed that they were accurate and reflective of the previous meeting's discussions. No amendments were proposed, and the minutes were accepted as a correct record.

**Decision:** It was **RESOLVED** that the minutes of the Building Management Committee meeting held on 28 May 2025 were accepted as a correct record.

**5. CLERK'S REPORT AND ACTION TRACKER**

The Clerk provided an update on several ongoing matters. A new Compliance Consultant would be joining the team at the end of the month on a short-term contract to review current positions and procedures, aiming to establish a robust maintenance programme. The installation of the café's hot water cylinder, initially delayed, was scheduled for completion within the next few days. Additionally, the



Clerk mentioned that work was progressing with the successful bidder to complete the installation of café equipment, with an anticipated opening at the start of August.

## **6. REPORTS TO COMMITTEE**

### **6.1. The Greenacre Centre Car Park Fencing**

Members received a report on the Greenacre Centre Car Park Fencing. Members discussed the recommendations and decided to opt for the cheaper fencing option.

**Decision:** It was RESOLVED to appoint Contractor A, Gilks Fencing Ltd to install birds mouth fencing at the Greenacre Car Park at a cost of £7,413.70 to be met from budget 85/833 - EMR S106 Greenacre Park.

**Action:** Public Realm Manager to organise the fencing installation.

### **6.2. The Greenacre Centre Car Park**

Members received a report on the replacement of the current barrier at the Greenacre Centre car park with the height barrier, alongside closing off 6 car parking bays for dedicated spaces for café, library and town council staff. It was noted that the bollards could be installed by the Town Rangers.

**Decision:** It was RESOLVED to:

- a) Accept Quote A from Height Barriers for the height barrier at a cost of £3,225 to be met from budget 85/833 EMR S106 Greenacre Park.
- b) Purchase 6 x bollards at a cost of £420 each to be met from budget 85/833 EMR S106 Greenacre Park.

**Action:** Public Realm Manager to organise the height barrier and bollard installation.

### **6.3. Memorial Hall Flooring**

Members received a report from Public Realm Manager on the Memorial Hall Flooring. Members considered the recommendations and discussed the need for floor repairs before sanding. Members also decided against reinstating the badminton court lines.

**Decision:** It was RESOLVED:

- a) The Town Clerk has delegated powers to arrange for repairs to the Memorial Hall floor from budget 53/512
- b) To accept Quote A at a cost of £3,695 from Mr Sanders to be met from budget 53/512.

**Action:** Public Realm Manager to floor repairs and sanding.



**6.4. The Simpson Centre Security**

Members received a report from the Public Realm Manager on the Simpson Centre Security. Members discussed the necessity of ensuring the alarm system works throughout the building to protect their interests while it remains empty.

**Decision:** It was **RESOLVED** to :

- a) **Appoint Halo Security to extend the intruder alarm system at the Simpson Centre to cover the entire building at a cost of £2,857.69 to be met from budget 53/512**
- b) **Enter into an agreement with Halo Security for annual monitoring at a cost of £140 per annum to be met from budget 53/538**
- c) **To enter into a contract with Halo Security for 12 monthly maintenance at a cost of £180 to be met from 53/538.**

**7. WORK PROGRAMME**

Members received the work programme for committee which was noted.

**8. ITEMS FOR INFORMATION PURPOSES, RELEVANT TO THIS COMMITTEE ONLY**

There were no items.

**9. CONFIDENTIAL ITEMS**

**Decision:** It was **RESOLVED** that under Section 1(2) of the Public Bodies (Admissions to Meetings) Act 1960, extended by Schedule 12A of the Local Government Act 1972, to exclude the public and press from the meeting due to the confidential nature of the business to be transacted.

**10. Football Club License Agreement**

Members received a confidential report from the Projects Officer regarding the Football Club License Agreement. The committee considered the information within the report, discussing the terms and implications of the agreement. Specific decisions and actions were taken based on the confidential nature of the report. It was noted that any agreement entered into would need the permission of the headlease holder i.e. CBC.

**Decision:** It was **RESOLVED** to:

- a) **Advise the Football Club that the Town Council would enter into agreement with food vendors directly as recommended by the Town Council's solicitors.**
- b) **The Town Council will not pay the legal fees for this but will recharge the costs to the football club over 10 months.**

*Cllr Saunders had a dispensation for this item and provided background information on the report but did not vote.*

*Cllr Smith requested a recorded vote on this item:*

*For the proposal: Cllrs Hayes, Bendell, Talbot, Venneear, Buck and Smith (ex-officio)*

*Against: None*

*Abstention: Cllr Saunders*



**Action: Town Clerk to liaise with Football Club, CBC and Solicitors.**

**11. DATE OF NEXT MEETING**

Wednesday, 24 September 2025.

The meeting closed at 19:32

**SIGNED BY CHAIR:** .....

**MINUTES APPROVED (date):** .....

DRAFT

**STOTFOLD TOWN COUNCIL**

**COMMITTEE:** **BUILDING MANAGEMENT**

**MEETING DATE:** **24 SEPTEMBER 2025**

**REPORTING OFFICER:** **EMMA PAYNE – TOWN CLERK**  
**SUSAN RILEY, PUBLIC REALM MANAGER**

**REPORT TITLE:** **BUILDING MANAGEMENT – CLERKS**  
**REPORT**

- 1. SIMPSON CENTRE – BUSINESS RATES**  
CBC have advised the Town Clerk that the 3-month period exemption period for the non-payment on business rates on the Simpson Centre has now expired and the normal rate of £9096 (2026-26 rates) will apply.
- 2. CLEANING CONTRACT UPDATE**  
The cleaning contract has been extended to ensure cleaning standards are maintained for the library and Greenacre Centre. The building is now cleaned for four hours, four nights a week and one night for three hours.
- 3. GAC DESIGNATED EMERGENCY CENTRE**  
Please report in the BM Clerk's report that the GAC is no longer specifically designated as an emergency centre for Roecroft School and that CBC will be updating their plan for Stotfold in due course.
- 4. DKSM – CHARITY HIRE FRIDAY 19 SEPTEMBER 2025**  
The Chair of this committee, in consultation with the Town Clerk has allocated a free hire to DKMS in the Memorial Hall on Friday 19 September for a charity fundraising event. The charity is one of the Mayor's charities for 2025-26.
- 5. EV CHARGING POINTS AT MEMORIAL HALL**  
The majority of installation work for the EV charging units has been completed. However, the final jointing of the mains cable on Hitchin Road remains outstanding due to a delay in processing an indemnity policy required by Central Bedfordshire Council (CBC). Once the mains connection is completed, the site will be energised, allowing BP Pulse to commission and test the EV charging units.
- 6. STOTFOLD FOOTBALL CLUB FIREWORKS DISPLAY**  
Stotfold Football Club will be holding their annual Fireworks display in November. As per previous years, the club have requested to use the car park for the event.

## **7. MEMORIAL HALL FLOOR**



The Memorial Hall floor has been refurbished; the floor has been stripped and sealed. We have received some positive feedback from regular hirers and party bookings.

## **8. GREENACRE CENTRE CAR PARK HEIGHT BARRIER**

The height barrier for the GAC Car Park will be installed on Monday, 22<sup>nd</sup> September.

## **9. BENCHES AT GREENACRE CENTRE**

We consulted with immediate neighbours at the Greenacre Centre about the proposal to install picnic tables at the rear of the building, adjacent to the café. There was one objection, raising concerns about ASB.

Group Democratic Services  
Last Updated 18/09/2025 11:59

Due	Meeting Date	Meeting	Task	Assigned	Agenda item	Task Description
	23/07/2025	Building Management Committee	<a href="#">Town Clerk to liaise with Football Club, CBC and Solicitors.</a>	Emma Payne	<a href="#">9. - CONFIDENTIAL ITEMS</a>	
24/09/2025	26/03/2025	Building Management Committee Meeting	<a href="#">Car park relining works to be commissioned.</a>	Emma Payne, Colin Rogers	<a href="#">6.2. - Audio Visual Equipment - Greenacre Centre</a>	13/06/2025 - Await further instructions. 10/09/2025 - Await further instructions
22/05/2025	26/03/2025	Building Management Committee Meeting	<a href="#">Contribution of £132.98 from the Mossman Centre Committee to be invoiced for disabled bay</a>	Emma Payne	<a href="#">6.2. - Audio Visual Equipment - Greenacre Centre</a>	
04/08/2025	19/03/2025	Library Task and Finish Group	<a href="#">Town Clerk to provide greater detail a breakdown of library costs</a>	Emma Payne	<a href="#">Meeting</a>	
11/02/2025	31/01/2025	Library Task and Finish Group	<a href="#">PR committee to look at planting in this area.</a>	Emma Payne	<a href="#">3.2. - Shutter Connection to Intruder Alarm</a>	

## STOTFOLD TOWN COUNCIL

**COMMITTEE:** BUILDING MANAGEMENT  
**MEETING DATE:** 24 SEPTEMBER 2025  
**REPORTING OFFICER:** EMMA PAYNE, TOWN CLERK  
**REPORT TITLE:** PROPOSED BUILDING MANAGEMENT BUDGET  
2026-27 INCLUDING UTILITY RENEWAL

### 1. PURPOSE OF THE REPORT

It is the responsibility of each standing committee to review its budget and make a recommendation to Governance and Resources that this budget is adopted.

### 2. RECOMMENDATION

Members are asked to:

- a) Note the renewal of the utilities contract, as outlined in 3.4 below
- b) Review the attached capital expenditure budget and recommend its adoption to Governance and Resources.
- c) Review the attached revenue budget and recommend its adoption to Governance and Resources.

### 3. BACKGROUND

- 3.1 With the recommendation that the Greenacre Centre is registered for VAT, this has required a breakdown of all maintenance costs associated with that building to be prepared for the partial VAT exemption. It has been made a difficult task as there is currently only one budget for maintenance across all sites. A site-specific maintenance budget has been allocated to the Memorial Hall and Greenacre Centre for 2026-27 to more accurately reflect the costs relating to each building.
- 3.2 In addition, the Town Clerk has separated costs relating to compliance e.g. electrical and gas safety checks, legionella and asbestos inspections as these are not maintenance, they are non-negotiable costs. These have been added to the budget code 538 – Service Contracts and Compliance.
- 3.3 A new cost centre has been added to the maintenance and costs relating to the Town Ranger relocation to the barn at Arlesey Road.
- 3.4 The Town Clerk has renewed utilities for town council buildings via the preferred broker, Utility Aid, who is a preferred supplier with NALC and SLCC. The new contract, which is for 3 years has following financial implications:

Electricity at Greenacre Centre	5.34% increase
Electricity at other sites*	1.83% decrease

Gas at Greenacre Centre & Memorial Hall 3.67% increase

\* There are varying costs across different sites depending on the supply being used.

3.5 In addition, Members will note the inclusion of a capital expenditure budget for 2026-27 covering the Public Realm and Building Management Committees. Capital expenditure is one off expenditure and not revenue or day-to-day maintenance.

#### **4. FINANCIAL IMPLICATIONS**

As outlined in the attached

#### **5. IMPLICATIONS**

Strategic Plan	<i>e.g. alignment with council priorities</i>
Risk management	<i>identify any risk and proposed mitigation</i>
Legal	<i>identify any legal considerations or obligations</i>
Resources/Stakeholders	<i>Impact on staffing, partnerships or volunteers</i>
Financial Implications	<i>If this is a change in service, does it have ongoing implications on the budget including medium to long term budget</i>
Contracts/Procurements	<i>Contractual matters or procurement compliance</i>
Crime and Disorder	<i>Impact on local crime prevention (if applicable) Section 17 of the Crime &amp; Disorder Act 1998</i>
Biodiversity and environment	<i>Implications on local biodiversity or environmental concerns</i>
Equalities	<i>Implications on different groups under the Equalities Act</i>
Residents Impact Assessment	<i>Describe how the proposal may positively or negatively affect residents</i>
Sustainability/Climate Impact	<i>Assess any environmental or sustainability considerations such as carbon footprint or climate resilience</i>
Data Protection and Privacy	<i>Identify any implications for the handling of personal data and compliance with data protection laws.</i>

STC Budget 2026-27 V1.xlsx  
BUILDING MANAGEMENT

		2024/25 Budget	2024/25 Actuals	Actual YTD (mth 6)	2025/26 Budget	Variance	Forecast 2025/26	Proposed Budget 2026/27	
<b>BUILDING MANAGEMENT</b>									
<b><u>51 SIMPSON CENTRE</u></b>									
5003	Income - Simpson Centre	4,570	3,845		0	0		0	
5004	Income - library utilities	2,000	2,210		0	0		0	
5005	Income - Library lease	2,565	1,940		0	0		0	
	Total Income	9,135	7,995	0	0	0	0	0	
505	Rates - Simpson	9,100	9,798		7,875	7,875		10,000	
507	Water Charges - Simpson	400	906		200	200		500	
510	Electricity - Simpson	4,500	5,269		1,000	1,000		2,000	
538	Service Contracts & Compliance			0	0	0		350	Fire alarm, intruder alarm,
	Total Exp	14,000	15,973	0	9,075	9,075	0	12,850	
	<b>Net Exp over Inc</b>	<b>4,865</b>	<b>7,978</b>	<b>0</b>	<b>9,075</b>	<b>9,075</b>	<b>0</b>	<b>12,850</b>	
<b><u>52 MEMORIAL HALL</u></b>									
5001	Income - Memorial Hall	16,000	29,167		25,000	25,000		30,000	
	Total Income	16,000	29,167	0	25,000	25,000	0	30,000	
504	Rates Memorial Hall	5,100	4,491	0	5,300	5,300		5,000	
506	Water Charges - Memorial Hall	1,600	518	0	1,500	1,500		1,500	
508	Gas - Memorial Hall	4,000	3,394	0	3,500	3,500		4,000	
509	Electricity - Memorial Hall	2,300	1,964	0	2,300	2,300		2,500	
512	Maintenance		0		0	0		5,000	Maintenance should be site specific
518	Bin Hire	0	0	0	0	0		2,200	Separate budget code for each building
537	Cleaning contract		15,685	0	16,000	16,000		16,000	
538	Service Contracts and Compliance							2,000	Fire alarm, intruder alarm, EICR, PAT, Gas Safety, Legionella, PHS
	Total Exp	13,000	26,052	0	28,600	28,600	0	38,200	
	<b>Net Exp over Inc</b>	<b>3,000</b>	<b>3,115</b>	<b>0</b>	<b>-3,600</b>	<b>-3,600</b>	<b>0</b>	<b>-8,200</b>	
<b><u>53 Buildings General</u></b>									
512	Maintenance		18,349		14,000	14,000		0	Site specific
518	Bin Hire		2,775	1,390	5,250	3,860		0	Site specific
538	Service Contracts and Compliance		17,062	10,710	16,000	5,290		0	Site specific
	Total Exp		38,186	12,100	35,250	23,150	0	0	
	<b>Net Exp over Inc</b>		<b>38,186</b>	<b>12,100</b>	<b>35,250</b>	<b>23,150</b>	<b>0</b>	<b>0</b>	

STC Budget 2026-27 V1.xlsx  
BUILDING MANAGEMENT

		2024/25 Budget	2024/25 Actuals	Actual YTD (mth 6)	2025/26 Budget	Variance	Forecast 2025/26	Proposed Budget 2026/27
<b>55 GREENACRE CENTRE</b>								
5008	Income		1,113	0	1,500	1,500		2,000
5009	Income - Solar Panels FIT		0	0	400	400		400
5010	Income - Library Lease		0	0	18,000	0		18,000
5011	Income - Café Lease		0	0	562	0		6,300
5012	Income - Service Charge		0	0	4,000	0		4,000
	Total Inc		1,113	0	24,462	1,900	0	30,700
504	Rates		15,968		17,000	17,000		18,000
506	Water charges		530		3,000	3,000		3,000
508	Gas		8,574	0	9,000	9,000		11,000
509	Electricity		16,689		20,000	20,000		20,000
512	Maintenance		18,349		14,000	14,000		5,000
518	Bin Hire		0	0	0	0		2,300
537	Cleaning contract		15,685	0	16,000	16,000		16,000
538	Service Contracts & Compliance		0	0	0	0		4,500
	Total Exp		75,795	0	79,000	79,000	0	79,800
	<b>Net Exp over Inc</b>		<b>-74,682</b>	<b>0</b>	<b>-54,538</b>	<b>-77,100</b>	<b>0</b>	<b>-49,100</b>
<b>XX ARLESEY ROAD BARN</b>								
NEW	Rent	0	0	0	0	0		7800
NEW	Security - CCTV	0	0	0	0	0		320
NEW	Utilities	0	0	0	0	0		2000
NEW	Hire Charges (welfare units)	0	0	0	0	0		8610
NEW	Maintenance	0	0	0	0	0		1500
	Total Exp	0	0	0	0	0	0	20,230
	<b>Net Exp over Inc</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,230</b>
<b>Building Management</b>								
	Income	25,135	38,275	0	49,462	26,900	0	60,700
	Expenditure	52,135	194,281	12,100	201,387	166,725	0	211,780
	<b>Net Exp over Inc</b>	<b>27,000</b>	<b>156,006</b>	<b>12,100</b>	<b>151,925</b>	<b>139,825</b>	<b>0</b>	<b>151,080</b>

Maintenance should be site specific  
Site specific

Fire alarm, intruder alarm, EICR, PAT, Gas Safety, Legionella, PHS

## CAPITAL PROJECTS 2026/27

Committee	Project Title	Cost	Comments
Building Management	Simpson Centre	£20,000	Architects fees for option a and option b . If selling, will need valuation and possibly need to factor into fees for selling site
	Memorial Hall	£20,000	more detailed plans from original designs
	Cemetery toilets	TBC	Costs dependent on rebuild option. EMR available
	Cemetery chapel	TBC	Repairs as outlined in condition survey
	Memorial Hall	£50,000	Fire safety compliance - new fire doors, fire proofing curtains
<b>Committee Total</b>		<b>£90,000</b>	
Public Realm	Skate Park	£5,000	snagging, signage, bins, benches
	Skate Park	£25,000	TC allocation towards £100K budget
	Skate Park	£25,000	Additional pathway as per planning officer recommendation
	Outdoor BBQ	£6,000	
	Outdoor class room or shade at GAC	£6,000	
	RC Track	£5,000	Match funding for any potential grant. To replace pump track at Riverside
	Inspection App	£3,600	TBC
<b>Committee Total</b>		<b>£75,600</b>	
<b>Total Capital Project Budget</b>		<b>£165,600</b>	

## STOTFOLD TOWN COUNCIL

**COMMITTEE:** BUILDING MANAGEMENT

**MEETING DATE:** 24 SEPTEMBER 2025

**REPORTING OFFICER:** EMMA PAYNE, TOWN CLERK

**REPORT TITLE:** GREENACRE CENTRE – QUOTES FOR BMS SERVICE

### 1. PURPOSE OF THE REPORT

To present and compare two quotations received for a three year contract to service the plant room and associated equipment at the Greenacre Centre and to recommend a preferred supplier.

### 2. RECOMMENDATION

That the committee considers the two quotations and approves the appointment of Contractor A for a three-year servicing contract, as detailed in section 4.

### 3. BACKGROUND

3.1 The Council's Asset Management Policy and planned maintenance programme require regular servicing of plant and BMS equipment to ensure statutory compliance, operational efficiency, and to prolong asset life. Two quotations have been received for a three-year contract covering the plant room, gas boiler, and air handling unit (AHU) at the Greenacre Centre.

3.2 Regular servicing of the Building Management System (BMS) is essential to:

- Maintain optimal performance of heating, ventilation, and air conditioning (HVAC) systems.
- Ensure energy efficiency and reduce running costs.
- Identify and address faults before they escalate, minimising downtime and disruption.
- Meet statutory compliance for health, safety, and environmental standards.
- Prolong the lifespan of plant and associated equipment.

Failure to maintain the BMS can result in increased energy consumption, higher repair costs, and potential breaches of statutory obligations.

3.3 Both suppliers are reputable and have provided clear terms. The Committee should consider whether to prioritise the lower base cost (Contract A) or the fixed price certainty (Contractor B), taking into account the likelihood of parts being required.

### 4. FINANCIAL IMPLICATIONS

#### 4.1 Contractor A (Quote QU-3022)

- Annual service costs for plant room at Greenacre Centre **Total (excl. VAT):** £6,450
- **Total (incl. VAT):** £7,740

**The following is a requirement of the air handling unit (AHU)**

Every 3 Months: Casing - Clean and visual inspection of filter, fan and heat exchanger. Every 6 Months: In addition to the above; Cleaning of the rotary heat exchanger, silencer and plate heat exchanger. Every 12 Months: In addition to the above; Cleaning of the fan and coils. Cleaning of the heat exchanger to recovery unit.

Plant and gas boiler servicing £1,950 plus VAT per annum

- *Note: Labour only; parts are extra and quoted as required*

#### 4.2 Contractor B (Quote No. 12465): Current Contractor

- Three-year fixed rate: £7,200 + VAT
- **Total (incl. VAT): £8,640**
- *Note: Includes all planned preventative maintenance*

4.3 All costs to be met from the relevant building's service contracts and compliance budget, which is a new budget item for 2026-27.

### 5. IMPLICATIONS

Risk management	Reduces risk of equipment failure, costly emergency repairs, and non-compliance with health and safety regulations.
Legal	Ensures compliance with statutory requirements for gas, electrical, and ventilation systems.
Resources/Stakeholders	Minimal impact on staff; contractors to work during normal hours.
Financial Implications	Both quotes are within the expected budget envelope; Contractor A is lower cost but excludes parts.
Contracts/Procurements	Both quotes comply with Financial Regulations for contracts of this value.
Crime and Disorder	Impact on local crime prevention (if applicable) Section 17 of the Crime & Disorder Act 1998
Biodiversity and environment	Implications on local biodiversity or environmental concerns
Equalities	Implications on different groups under the Equalities Act
Residents Impact Assessment	None
Sustainability/Climate Impact	Well-maintained plant and BMS equipment operate more efficiently, reducing energy use and carbon footprint.
Data Protection and Privacy	No personal data implications identified.

## STOTFOLD TOWN COUNCIL

**COMMITTEE:** BUILDING MANAGEMENT  
**MEETING DATE:** 24 SEPTEMBER 2025  
**REPORTING OFFICER:** EMMA PAYNE, TOWN CLERK  
**REPORT TITLE:** PROPOSED SCHEME FOR REFURBISHMENT OF MEMORIAL HALL

### 1. PURPOSE OF THE REPORT

To seek approval for the allocation of S106 funding to undertake refurbishment and improvement works at the Memorial Hall, including a new kitchen, COSHH cupboard, upgraded lighting, Wi-Fi, CCTV, replacement of curtains with blinds (including blackout blinds in the rear room), and minor redecoration.

### 2. RECOMMENDATION

- 2.1 That the Committee approves in principle, the use of S106 funding for the proposed maintenance and improvement works at the Memorial Hall as outlined in this report subject to the relevant quotations being received.

### 3. BACKGROUND

- 3.1 The Memorial Hall is a key community asset managed by the Town Council. A recent review of the building's condition and user feedback has identified several areas requiring urgent attention to ensure the facility remains safe, functional, and attractive for hirers and community groups.
- 3.2 The proposed works include **in order of priority:**
1. Replace lighting throughout the main hall, and rear room to modern, energy efficient standards
  2. Installation of a new kitchen to replace the existing outdated facility.
  3. Provision of a COSHH-compliant cupboard for safe storage of cleaning materials.
  4. Installation of Wi-Fi
  5. Installation of CCTV.
  6. Minor redecoration to refresh the appearance and maintain the hall's condition.
  7. Replacement of curtains with blinds, including blackout blinds in the rear room to improve flexibility for users.
- 3.3 Following the refurbishment of the main hall floor, it has brought to the attention that the lighting in the main hall doesn't meet the required lux levels of a public building. The main hall reads <150, with the back room scoring higher with the additional windows.

3.4 Guidance from CIBSE Code for Interior Lighting, 1994 recommends the following lux levels:

#### **Typical Lux Levels by Area / Function**

<b>Type of space / task</b>	<b>Typical recommended illuminance (lux)</b>
General office / computer workstation	300-500 lux
Drawing / detailed work / CAD / specialised tasks	500-750 lux or more
Entrance halls, lobbies, enquiries, receptions	200-500 lux depending how visible detail / reading is required
Corridors, stairs, lifts (circulation areas)	50-200 lux
Toilets, changing rooms	100-150 lux
Public assembly spaces (libraries, galleries, theatres)	150-300 lux
Community Room (exercise/fitness classes)	300-500 lux

- Louder / more dynamic exercise classes (e.g. aerobics, dance) benefit from brighter, more uniform lighting so that participants can see instructor, floor changes, other people clearly. Thus, leaning toward the higher end of the 300-500 lux range.
- For purely casual, low-intensity classes (e.g. yoga, stretching) one might accept lower, but for safety and usability, 300 lux is a safer base. If the room is large, ceiling high, or tasks require it, 400-500 lux might be warranted.
- If tasks involve reading small print, fine detail, high contrast work etc., higher lux will be needed.
- Lighting uniformity, glare, contrast, colour rendering all also matter (not just lux).
- Also, natural daylight, time of day, and whether spaces are used occasionally or continuously will affect what is sufficient.

3.5 It is a requirement of the Control of Hazardous Substances to Health Regulations 2002 (COSHH) that the risks associated with hazardous substances (cleaning chemicals fall within this scope) are assessed and the town council should prevent or control exposure. Secure, labelled storage is expected to store cleaning materials which are currently stored in a cupboard in the kitchen. This is not sufficiently large enough storage for all materials to be stored and should be upgraded.

## **4. BENEFITS TO UNDERTAKING THIS REFURBISHMENT WORKS**

### **4.1 Improved Facilities and User Experience**

Refurbishment works such as a new kitchen, upgraded lighting, new blinds (including blackout blinds), and redecoration will significantly enhance the quality, safety, and flexibility of the hall for all users. This adds value for hirers and justifies a review of charges to reflect the improved offer.

### **4.2 Alignment with Council Policy**

The Scheme of Delegation for the Buildings Management Committee specifically states that the committee is responsible for maintaining a rolling programme of maintenance and major projects, and for reviewing and determining hall hire charges on an annual basis as part of the budget setting process. This means that any substantial investment in the building should be considered when reviewing charges.

4.3 **Financial Sustainability**

While S106 funding may cover the capital cost of refurbishment, ongoing maintenance and future improvements will require a sustainable income stream. Modest increases in hire charges can help ensure the hall remains well-maintained and fit for purpose in the long term.

4.4 **Benchmarking and Value for Money**

After refurbishment, the hall will likely compare more favourably with other local venues, supporting a review to ensure charges are in line with the improved standard and local market rates.

**5. FINANCIAL IMPLICATIONS**

5.1 In 2024-25, the Memorial Hall income was £29,127. The hourly hire rate is £18.50 for the main hall and £13.00 for the bar. There is a double charge for non-residents and a 10% regular hirer discount. The Memorial Hall fees are not subject to VAT.

5.2 There is S106 funding for the use of off-site community facilities totalling £41,627.92 (see breakdown below).

**5. IMPLICATIONS**

Risk management	Reduces risk of non-compliance with health and safety standards and improves user safety.
Legal	Ensures compliance with COSHH regulations and other statutory requirements.
Resources/Stakeholders	Improves facilities for all users; no additional staffing required.
Financial Implications	No ongoing revenue impact; capital funded via S106.
Contracts/Procurements	All works to be procured in line with Council policy.
Crime and Disorder	Installation of Wi-Fi would enable CCTV to be accessed remotely.
Biodiversity and environment	Energy-efficient lighting will reduce environmental impact.
Equalities	Improved facilities will benefit all user groups, including those with additional needs.
Residents Impact Assessment	Positive impact by providing a safer, more attractive, and flexible community space.
Sustainability/Climate Impact	Upgraded lighting and modern materials will improve energy efficiency.
Data Protection and Privacy	No implications.

**Case Reference:** CB/17/05913/FULL

**Date Signed:** 13/09/2018

**Address:** Land at Taylors Road, opposite Aspen Gardens, Stotfold, Hitchin, SG5 4AX

<b>Code</b>	<b>Description of Requirement</b>	<b>Trigger</b>	<b>Amount Received</b>	<b>Date Contribution Received</b>
D111	Enhance pre-existing halls in Stotfold	Prior to Occupation of 1st Dwelling	£58,255.72	26/01/2022

<b>Project Spend Description</b>	<b>Spend State</b>	<b>Spend State Amount</b>
	Uncommitted	£33,255.72

**Case Reference:** CB/21/01248/OUT

**Date Signed:** 14/07/2022

**Address:** Land South of Arlesey Road, Stotfold, SG5 4HD

<b>Code</b>	<b>Description of Requirement</b>	<b>Trigger</b>	<b>Amount Received</b>	<b>Date Contribution Received</b>
D112	Off site Community Hall facilities	Prior to Commencement of Dev of Site	£8,372.20	18/06/2025

<b>Project Spend Description</b>	<b>Spend State</b>	<b>Spend State Amount</b>
	Uncommitted	£8,372.20

# STOTFOLD TOWN COUNCIL

**COMMITTEE:** BUILDING MANAGEMENT

**MEETING DATE:** 24 SEPTEMBER 2025

**REPORTING OFFICER:** EMMA PAYNE, TOWN CLERK

**REPORT TITLE:** IN POST LOCKERS AT GREENACRE CENTRE AND MEMORIAL HALL

## 1. PURPOSE OF THE REPORT

- 1.1 To inform the Buildings Management Committee of the proposal to consider from InPost to install automated parcel lockers (APMs) at Greenacre Centre and Memorial Hall, and to seek direction on whether to proceed with the draft licence agreement.

## 2. RECOMMENDATION

- 2.1 That the Committee considers the draft licence agreement with InPost for the installation of parcel lockers, subject to any amendments or further negotiations as required.

## 3. BACKGROUND

- 3.1 The Town Clerk approached InPost lockers to investigate whether it was feasible to install automated parcel lockers (APMs) at suitable council-owned sites.
- 3.2 The two proposed locations are:

### Memorial Hall – Option 1



## Memorial Hall – Option 2



## Greenacre Centre



- 3.3 The proposed location at the Greenacre Centre is already occupied by wall mounted notice boards and there is a report being prepared for the Public Realm Committee about the replacement of these notice boards with a freestanding board located in the vicinity front of the centre, which would match the new noticeboards located on The Green and the Memorial Hall.
- 3.4 InPost is the UK's largest provider of post lockers. They can be used to send or receive parcels including online shopping returns. Vinted is their largest customer. They don't accept all retailers. The company has just purchased Yodel. InPost have advised that there is currently only 15% capacity in this area.
- 3.5 The installation of InPost parcel lockers offers several benefits to the local community. These lockers provide residents with a convenient, secure, and accessible way to collect and send

parcels at any time, reducing the need to travel to distant collection points or wait at home for deliveries. The lockers are highly rated by users for their ease of use and reliability, and their presence can help reduce missed deliveries and parcel theft.

- 3.6 Additionally, by consolidating deliveries to a single location, the lockers may help reduce delivery vehicle traffic and associated emissions in the area, supporting the council's sustainability objectives. The service is inclusive, with lockers designed to be accessible to all residents, and supports local businesses and individuals who rely on efficient parcel services. Both locations are well served by car parks.
- 3.7 The draft licence agreement sets out the terms for a five-year arrangement, with annual renewal notice is given. The process includes a site survey, council approval, installation, and ongoing maintenance by InPost. The proposal is supported by a promotional document outlining the benefits to the community, including convenience, security, and a guaranteed annual licence fee.
- 3.8 All electrical connections would be undertaken by InPost. If any Business Rates are liable, then InPost would cover those costs. Lockers are installed under permitted development unless the building is in a conservation area.
- 3.9 A survey has been undertaken of both sites. The proposed size for the GAC locker is 4M and the one at the Memorial Hall is 3M. Groundworks are not required at the GA. The noticeboards would need to be relocated, and a light moved at the town council's expense. At the Memorial Hall option 1, there would need to be a base and anchoring needed which would be provided by InPost. The InPost surveyor has suggested option 2 as a location with bollards to prevent cars driving into it and it would be solar powered.

#### **4. FINANCIAL IMPLICATIONS**

- 4.1 For a 3M locker, there is an annual fee paid of £700. For a 4M locker, the annual fee is £1,000. Paid quarterly. If two APMs are installed by 31 December 2025, an enhanced fee applies of £800 and £1,000. There are no direct costs to the council for installation or maintenance. There would be a cost to relocate the light at the GAC. Charges may apply if the council requests relocation or removal of the lockers.
- 4.2 At a hire rate of £18.50 per hour, this enhanced rental income of £1,800 equates to 97 hourly hires or 12 days hire at 8 hours per day.

#### **5. IMPLICATIONS**

Risk management	Minimal operational risk; legal and insurance requirements are addressed in the draft agreement.
Legal	The agreement is not a tenancy and is governed by English law. Data protection compliance is required.
Resources/Stakeholders	No direct impact on staffing; partnership with InPost for installation and maintenance.
Financial Implications	Provides a new income stream; no ongoing costs unless council requests changes to installation.
Contracts/Procurements	The draft agreement covers contractual obligations; procurement compliance not triggered.
Crime and Disorder	Lockers are secure and may reduce parcel theft; no negative impact identified.

Biodiversity and environment	Minimal impact; installation subject to site survey and council approval.
Equalities	Lockers are accessible and benefit a wide range of residents.
Residents Impact Assessment	Positive impact through increased convenience and service choice.
Sustainability/Climate Impact	Lockers may reduce delivery mileage and carbon footprint.
Data Protection and Privacy	Agreement includes data protection obligations for both parties



# **JOIN THE DELIVERY AND RETURNS REVOLUTION**



# WELCOME TO THE **LOCKER** REVOLUTION

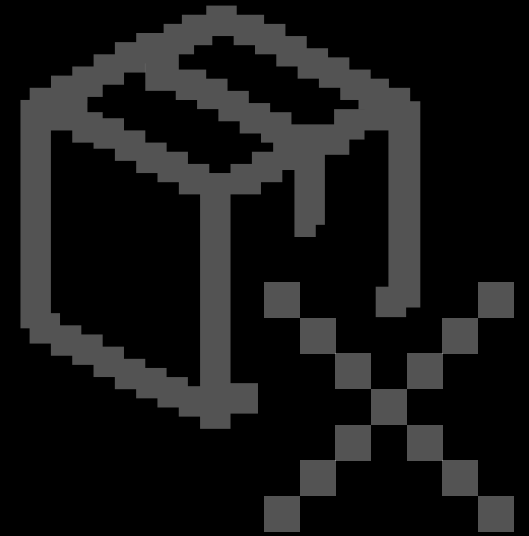
At **InPost**, we're reimagining parcel delivery with a focus on speed, convenience, and simplicity. Our network of over **10,000 parcel lockers across the UK** offers a 24/7 solution for people to collect, send, and return parcels — no queues, no hassle.

We partner with **businesses, local authorities, transport operators, community organisations and the wider public sector** – including Waddesdon and Yateley Town Councils to host lockers in accessible, visible spaces and turning unused areas into a valuable amenity for the community.

The background is a vibrant green with a subtle grid pattern of lighter green squares. A solid yellow horizontal bar runs along the bottom edge. The text is centered in the upper half of the image.

# A LANDSCAPE FOR CHANGE

# THE DELIVERY AND RETURNS MARKET IS OUTDATED AND BROKEN



Long waits  
to return  
parcels in store

Outdated  
label printing  
requirements

Capacity  
management  
problems

A service  
that is not  
available 24/7

Damaged  
and missing  
parcels

Not  
environmentally  
friendly

# THAT'S WHERE INPOST LOCKERS COME IN

Our parcel lockers provide a sustainable, community friendly solution that reduces delivery van traffic, cuts emissions, and minimises failed deliveries.

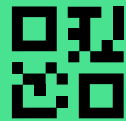
By consolidating parcels into secure lockers located near homes, workplaces, and transport hubs, we make it easier for residents to collect on foot or as part of their daily commute.

**This helps ease congestion and create more livable, people-focused towns and cities.**

# THE SOLUTION FOR CONSUMERS



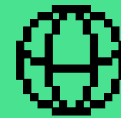
**24/7  
access lockers**



**Label-free  
returns**



**Safe and  
secure**

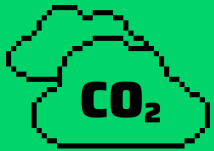


**Nationwide  
network**



**Partner of over  
200 of UK's top  
online retailers**

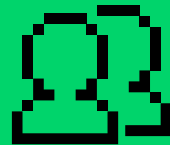
# THE SOLUTION FOR LOCKER HOSTS



Reduced emissions



Ease of congestion  
on roads




Community access  
and convenience



Fixed annual income



Increased  
satisfaction for  
your  
staff/students/residents



**WHO WE  
WORK  
WITH**

# TRUSTED AS THE UK'S LARGEST LOCKER NETWORK

TfL's in good company. Our growing network is supported in partnership with household names including Waitrose and Westfield, as well as Local Partners such as Hammersmith & Fulham Council and Co-Op.

## Local Authorities



## Supermarkets



## Transport Operators



## Commercial Real Estate



## Convenience Stores



ASOS

BODEN

boohoo

RiverIsland

H&M

coast

Debenhams

IN THE STYLE

KAREN MILLEN

WE ARE PROUD PARCEL PARTNERS

FOOTASYLIUM

FRENCH CONNECTION

GYMSHARK

oh POLLY

PRETTYLITTLETHING

ziffit.com

LOOKFANTASTIC

NEW LOOK

schuh

Superdry®

MOUNTAIN WAREHOUSE

YOURS QUEEN OF CURVES

Vinted

wallis

ZARA



**A SUSTAINABLE  
DELIVERY OPTION**



# INPOST ARE RESHAPING LAST MILE E-COMMERCE DELIVERIES

InPost is Europe's leading automated parcel machine "APM" / parcel locker service provider re-shaping the cost efficiency, convenience, and sustainability of last mile e-commerce deliveries.

24/7 out-of-home (OOH) delivery is set to **reshape e-commerce**. As the era of cheap home deliveries comes to an end, we offer a **more convenient solution** which keeps costs low for both consumers and merchants alike.

# INPOST RANKED 205TH IN THE TIME WORLD'S MOST SUSTAINABLE COMPANIES 2025

Featured in the **World's Most Sustainable Companies 2025** ranking by **TIME** and **Statista**, selected from over **5,000 global companies** evaluated using a four-stage methodology

1. The assessment excluded non-sustainable industries and evaluated ESG commitments, transparency of reporting and actual environmental and social performance indicators

2. Ranked **205<sup>th</sup> globally** ( from **500**), ahead of many well-known brands – a clear testament to the strength and effectiveness of our Sustainability Strategy and actions.

TIME

statista 

# ON AVERAGE AN INPOST LOCKER CONSUMES JUST **1.48KWH** PER DAY\*

With each new APM model, energy efficiency improves.

As a commitment to smart energy management, our lockers **consume less energy** without compromising the quality and service that we provide. For example, we maintain excellent screen lighting and CCTV surveillance to ensure a safe and accessible service 24/7.

A consumption of 1.48 kWh over 24 hours is about the same as watching a 40–50-inch LED TV for 5-7 hours or using a laptop for 10-15 hours.

\*UK data for the period May 2024 to April 2025. This is the average consumption by the machine: computer, screen, lighting, electric locks, cameras, and excluding the consumption in the building (lighting, heating, etc.) should the APM be installed inside.





**HOW IT  
WORKS**

# YOUR FREEDOM THREE PRODUCTS

InPost solves several pain points for consumers looking to return, collect and send, with all this footfall driven to your location, providing you with an attractive opportunity.

## 01

### RETURNS

InPost users can return unwanted items to 150+ retailers.

## 02

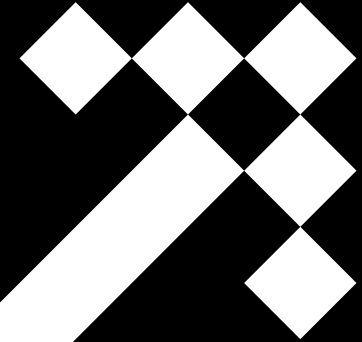
### COLLECT

Consumers can collect their purchases from a convenient out-of-home location.

## 03

### SEND

With our send service, attract marketplace shoppers from the likes of Vinted and eBay.



# SAFE SECURE TAILORED TO YOUR LOCATION

InPost Parcel Lockers can be extended, vertically modified and even created in an 'L shape' to maximise the space that is available at your premises.

We fully maintain and upkeep lockers meaning there is no management required from you.

- Canopy with 2 cameras
- Fully outdoor, tested in climate chamber
- Shock and floor sensors
- Polymer concrete base
- Multiple locker sizes and configurations
- Internal and external models available



*\*Minimum space required is 2M*

## 1 Initial meeting

An initial discussion with our new business team to cover your requirements, commercial details, and terms and conditions.

## 2 Agree licence terms

Review commercial terms and sign up to our licence agreement.

## 3 Visual assessment and technical survey

Our field team will complete a survey of your site to determine the optimal locker location.

## 4 Locker installation

Our installation team will deploy the locker at your premises as agreed on the site survey document.

## 5 Go-live!

The locker is live and visible at [inpost.co.uk/lockers](https://inpost.co.uk/lockers).

# A SEAMLESS DEPLOYMENT

Simple and easy to install.

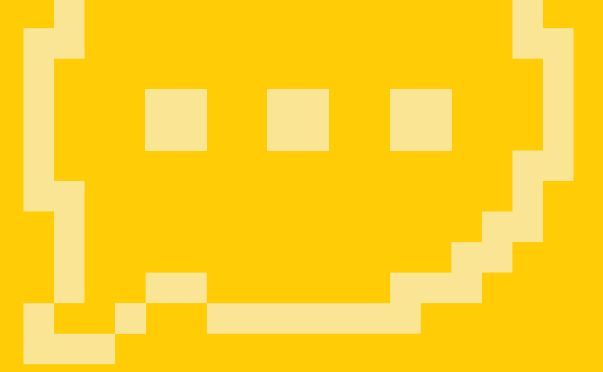
**WHAT IT'S  
WORTH**

# INPOST LOCKER LICENCE FEES

Host an InPost Locker with a guaranteed annual licence fee from £700, payable quarterly in arrears.

By hosting a larger InPost Locker you can earn a higher annual licence fee over the duration of a 5-year contract term.





# WHAT OUR CUSTOMERS SAY



# Trustpilot

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**PROVIDING AN UNMATCHED  
CUSTOMER EXPERIENCE**

---



**Rated 'Excellent'**

Based on 630,000+ reviews



Convenient, easy to use,  
and no label to print.

*Grace* \_\_\_\_\_



Very handy. It saves queueing  
at a till or waiting in for someone  
to collect a parcel.

*Cherrypicker* \_\_\_\_\_

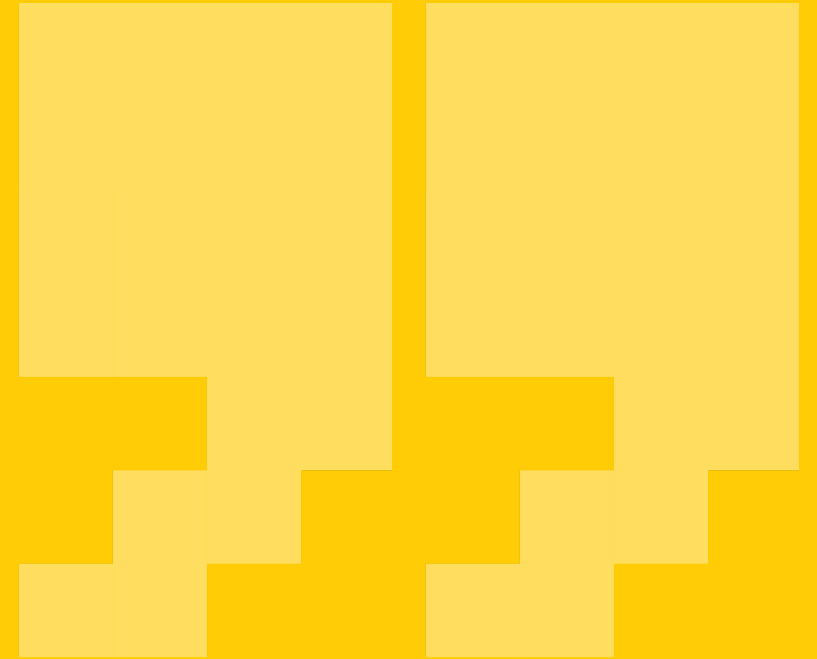


All good. Couldn't be easier.  
Pick the time that's right for you.

*Angela Evans* \_\_\_\_\_



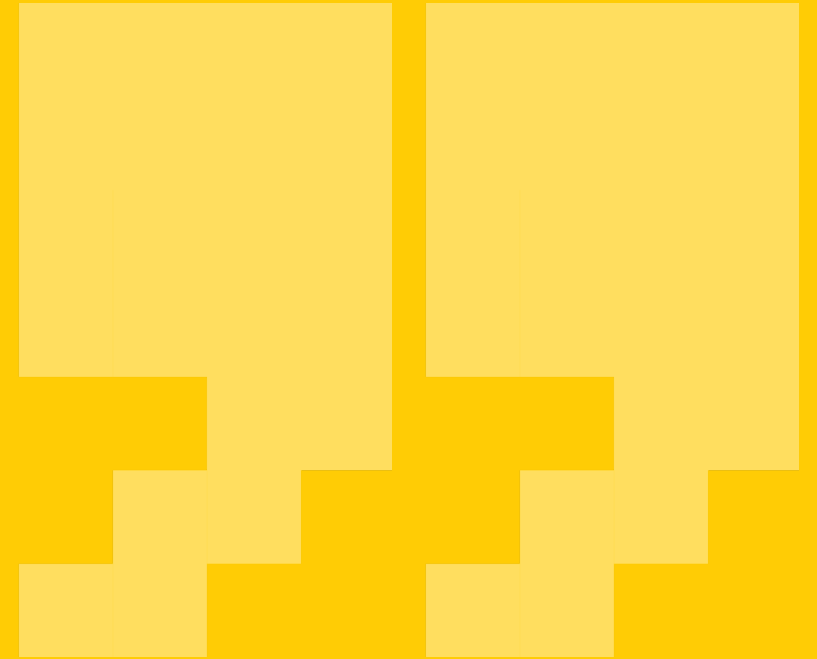
The installation went smoothly, causing no interruptions to our busy hospital entrance, and we haven't encountered any issues with deliveries. **The InPost team's communication made our switch to a larger locker so easy.**



IMPROVEMENT FACILITATOR – THE RJAH ORTHOPAEDIC HOSPITAL NHS FOUNDATION TRUST

Since the introduction of InPost Lockers at Bath Spa University, the convenience and efficiency of receiving and sending parcels has dramatically improved.

**The security and ease of use have made the entire process stress-free.**



**HEAD OF FACILITIES AND SERVICES – BATH SPA UNIVERSITY**

# THANK YOU

To become an InPost Host, contact  
Anna Walker - Manager, Co-operative and Community  
[awalker@inpost.co.uk](mailto:awalker@inpost.co.uk)



**AGREEMENT FOR THE INSTALLATION AND OPERATION OF INPOST AUTOMATED PARCEL MACHINES**

This agreement is entered into between the Licensor and the Licensee (each as defined below, each a “Party” and together the “Parties”) (the “Agreement”). The Agreement comprises the licence terms (the “Licence Terms”), the implementation plan (the “Implementation Plan”) and the general terms and conditions below (including schedules) (the “General Terms”) which together constitute the Agreement. Capitalised terms, where used in the Agreement shall have the meaning given to them in the Licence Terms, Implementation Plan and the General Terms.

**Licence Terms**

Licensor:	Legal entity, Registered Address (Company Number: XXX)																
Licensee:	InPost UK Limited, Moray House, 23-35 Great Titchfield Street, London, United Kingdom, W1W 7PA (Company Number: 08090698)																
Sites:	As set out in Schedule 1 and / or as agreed in writing between the Parties during the term of this Agreement (including via email)																
Commencement Date:	Date of last signature of the Agreement																
Licence Period per APM:	5 years commencing on the APM Installation Date																
APM Type:	Indoor <input type="checkbox"/> Outdoor <input checked="" type="checkbox"/> Both <input type="checkbox"/>																
Licence Fee per APM:	<table border="1"> <thead> <tr> <th>APM Size</th> <th>Annual Licence Fee (£)</th> </tr> </thead> <tbody> <tr> <td>≥2m - &lt;3m</td> <td>700</td> </tr> <tr> <td>≥3m - &lt;4m</td> <td>1000</td> </tr> <tr> <td>≥4m - &lt;5m</td> <td>1200</td> </tr> <tr> <td>≥5m - &lt;6m</td> <td>1300</td> </tr> <tr> <td>≥6m - &lt;7m</td> <td>1400</td> </tr> <tr> <td>≥7m - &lt;8m</td> <td>1500</td> </tr> <tr> <td>8m+</td> <td>1600</td> </tr> </tbody> </table>	APM Size	Annual Licence Fee (£)	≥2m - <3m	700	≥3m - <4m	1000	≥4m - <5m	1200	≥5m - <6m	1300	≥6m - <7m	1400	≥7m - <8m	1500	8m+	1600
APM Size	Annual Licence Fee (£)																
≥2m - <3m	700																
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≥4m - <5m	1200																
≥5m - <6m	1300																
≥6m - <7m	1400																
≥7m - <8m	1500																
8m+	1600																
Marketing/Other Commitments	The Parties agree to the marketing plan as set out in Schedule 3 to this Agreement.																

**Implementation Plan**

1. The Licensor Agrees to grant a First Right of Refusal to the Licensee in accordance with Clause 21.2 of this Agreement.
2. The Parties agree to the Implementation Timetable set out in Schedule 2 as amended by the Go-live Checklist. The Licensor agrees to approve all SSDs presented to it within 10 Business Days.
3. The Parties aim to install 2 APMs at Sites by 31st December 2025 (the “Implementation Target”).
4. Where the Implementation Target is achieved, the Enhanced Licence Fee shall become payable.

Enhanced Licence Fee	
APM Size	Annual Enhanced Licence Fee (£)
≥2m - <3m	800
≥3m - <4m	1000
≥4m - <5m	1300
≥5m - <6m	1500
≥6m - <7m	1700
≥7m - <8m	1850
≥8m - <9m	2000
≥9m - <10m	2200
≥10m - <11m	2400

≥11m - <12m	2600
12m+	3000

5. If the Implementation Target is met, InPost shall for each APM installed prior to achievement of the Implementation Target:
- a. replace the Licence Fee with the Enhanced Licence Fee; and
  - b. pay the Licensor the difference between: (i) the Enhanced Licence Fee which would have been payable; and (ii) and the Licence Fee actually paid, during such time as the Implementation Target was not met.

The Licensor and the Licensee hereby agree the Licence Terms and Implementation Plan above together with the General Terms below:

Signed for and on behalf of the Licensor

Signed for and on behalf of InPost UK Limited

\_\_\_\_\_

\_\_\_\_\_

Authorised signatory:

Authorised signatory:

Name:

Name:

Date:

Date:

## General Terms

The Parties agree as follows:

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions apply:

<b>Applicable Laws</b>	means all laws, statutes, and regulations, that are relevant to the parties or to the subject matter of this agreement;
<b>APM</b>	means the Licensee's network of self-service parcel machines that are used in the process of collecting, returning and sending parcels;
<b>APM Installation Date</b>	means the date upon which any APM is installed or re-installed during the term of this Agreement;
<b>APM Extension</b>	means an extension to an existing APM to increase the capacity of the APM;
<b>Business Day</b>	means a day other than a Saturday, Sunday or public or bank holiday when banks are open for business in England;
<b>Charges</b>	means the charges payable by the Licensor to the Licensee as set out in Schedule 1;
<b>Commissioned</b>	means when an APM becomes fully operational (i.e. able to accept parcels) at the Site as confirmed by the Licensee to the Licensor;
<b>Confidential Information</b>	means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential;
<b>Data Protection Legislation</b>	means Applicable Law relating to the protection of Personal Data including the Data Protection Act 2018 and the UK General Data Protection Regulation;

<b>Force Majeure Event</b>	means any event not within a Party's control including, without limitation: acts of God, flood, drought, epidemic or pandemic, earthquake or other natural disaster, terrorist attack, acts of war, threat of or preparation for war, collapse of buildings, fire, explosion or accident, any law or any action taken by a government or public authority;
<b>Go-live Checklist</b>	means the operational document setting out the Parties' key contacts and processes relating to implementation and account management (as amended by written agreement from time to time);
<b>Intellectual Property Rights or IPR</b>	means rights in patents, database rights (including rights of extraction), designs, copyright, trade-marks, service marks, domain names, whether registered or unregistered, and all rights and forms of protection of a similar nature of any of the aforesaid items or having equivalent effect in any country or jurisdiction, together with all registrations, applications, renewals and extensions to such rights;
<b>Licence</b>	means the right to install and operate an APM at each relevant Site throughout the relevant Licence Period subject to the terms of this Agreement;
<b>Location(s)</b>	means the specific location within a Site where an APM can be or has been installed;
<b>Permanent Relocation</b>	means a request by the Licensor or the Licensee to permanently change the Location of an APM within the Site;
<b>Personal Data</b>	means any data which relates to a living individual who can be identified from such data or a combination of such data and other information in the possession of, or likely to come in the possession of, the Data Controller, or as otherwise defined under applicable Data Protection Legislation;
<b>Site Survey Document or SSD</b>	means the document(s) prepared by the Licensee and provided to the Licensor following a Survey confirming a suitable Location for the installation of an APM;

- Survey** means the review and inspection of the Licensor's Site by the Licensee with a viewing to establishing a Location for the installation of an APM; and
- Temporary Relocation** means a request by the Licensor to remove an APM from the Location and relocate such APM within the Site on a temporary-only basis.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 For the purposes of the Implementation Plan, a "week" shall be five (5) Business Days.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 In the event of any conflict or ambiguity between the Agreement and its schedules, the clauses of this Agreement shall take precedence.
- 2 LICENCE, LICENCE FEE AND CHARGES**
- 2.1 The Licensor warrants and undertakes that it has: (i) either freehold and/or leasehold title to the Site(s); and / or (ii) all necessary consents to grant the Licence(s).
- 2.2 In consideration of payment of the Licence Fee and the Licensee's obligations contained in this Agreement, the Licensor hereby grants to the Licensee the Licence(s) with respect to each APM at the relevant Site.
- 2.3 The Licence Fee shall become payable in respect of each APM once such APM has been Commissioned.
- 2.4 The Licence Fee is payable by the Licensee in arrears in equal quarterly instalments within thirty (30) days after the receipt of a valid invoice from the Licensor. If an APM is not Commissioned on a quarter payment date, the Licence Fee for that quarter shall be adjusted on a pro rata basis and will become payable on the following quarter payment date.
- 2.5 The Licensee shall be entitled to deduct the value of any Charges that are due and payable by the Licensor from the Licence Fee payments due to the Licensor for the following quarter or otherwise invoice the Licensor for the value of any such Charges and the Licensor shall pay those amounts by way of remittance to the Licensee within thirty (30) days of receipt of such invoice.
- 2.6 The Licence Fee and/or Charges are net of Value Added Tax, which shall be for the relevant Party's account as applicable.
- 3 SURVEY, APPROVAL AND SITE PREPARATION**
- 3.1 The Licensee will carry out a Survey of each Site at the convenience of the Licensor (acting reasonably).
- 3.2 Following completion of the Survey(s), the Licensee shall provide the Licensor with a completed Site Survey Document (SSD) for each Site which the Licensor may either approve or reject provided that its decision must be given to the Licensee in writing as soon as reasonably practicable and in any event within ten (10) business days following receipt of the SSD. Where the Licensor fails to provide a response within ten (10) business days the Licensee reserves the right to charge the Licensor the Delayed SSD Response Charge as set out in Schedule 1.
- 3.3 If the SSD is approved by the Licensor, it shall form part of, and supplement, the terms of this Agreement. If the Licensor rejects a proposed Site and/or Location, it must provide the reasons for such rejection in writing to the Licensee. The Licensor shall provide the Licensee with all relevant site regulations, policies (including health and safety requirements) upon signing of the Site Survey Document.
- 3.4 If the Licensor cancels a Survey giving no less than three (3) Business Days' notice to the Licensee, the Licensee reserves the right to charge the Licensor the Survey Cancellation Charge as set out in Schedule 1.
- 4 INSTALLATION**
- 4.1 The Licensee shall install each APM in accordance with the relevant Site Survey Document.
- 4.2 The Licensee shall inform the Licensor once the APM is installed and Commissioned. Where the Licensee cannot Commission an APM due to an act or omission of the Licensor, the Licensee reserves the right to deduct an amount proportionate to such delay from the Licence Fee.
- 4.3 The Licensor undertakes that (in any event prior to the Licensee commencing any preparatory works pursuant to

clause 3.4 and/or installations pursuant to clause 4.2), it has provided the following information to the Licensee in writing in respect of each Site:

4.3.1 full details of any internal sign-off procedures, third-party approvals, or other operational processes which may be required; and

4.3.2 such information in respect of asbestos as may be required by the Licensee,

and in each case, the Licensor shall bear all costs resulting from: (i) failure by the Licensor to provide such information; or (ii) incomplete or inaccurate information being provided to the Licensee.

## **5 CONDUCT OF WORKS**

5.1 The Parties shall agree: (i) the date and time of any preparatory works; and (ii) each APM Installation Date.

5.2 Save as otherwise set out in this Agreement or as agreed between the Parties, the Licensee shall bear the costs of both (i) preparatory works; and (ii) installing the APM.

5.3 If the Licensor requests a delay to: (i) any preparatory works; or (ii) an APM Installation Date, the Licensee reserves the right to charge the Licensor (as applicable) a Delayed Preparatory Works Charge or Delayed Installation Charge as set out in Schedule 1.

5.4 On each: (i) date of preparatory works; and (ii) APM Installation Date, the Licensor will ensure that the Licensee has sufficient access to the Site and Location to fully conduct the relevant works. If the Licensee is notified by the Licensor within forty-eight (48) hours of the time of the scheduled: (i) preparatory works; or (ii) APM Installation Date that the works cannot take place, the Licensee reserves the right to charge the Licensor (as applicable) an Aborted Preparatory Works Charge or Aborted Installation Charge as set out in Schedule 1.

5.5 Unless otherwise agreed between the Parties, the Licensee's contractors shall be used for all works to be performed by the Licensee pursuant to this Agreement.

## **6 ACCESS AND MAINTENANCE**

6.1 Following each APM Installation Date and subject to clause 6.3(ii) and (vii), the Licensee (or its agents and/or subcontractors), shall clean, repair and maintain the APMS as may be required from time to time.

6.2 The Licensor accepts and agrees that the Licensee (or its agents and/or subcontractors) may attend to an APM if there is a requirement to resolve an issue/malfunction with

the APM. The Licensee shall notify the Licensor of such requirement where reasonably practicable.

6.3 Following each APM Installation Date, the Licensor shall: (i) refer all APM user queries and complaints received by it promptly to the Licensee; (ii) ensure that the Licensee or its agents and/or subcontractors can access the APM and surrounding areas for the purpose of inspecting, cleaning, maintaining and repairing the APM; (iii) ensure that the APM is provided with electrical power to the specification required by the Licensee (as at the date of this Agreement, 240 volts AC) and ensure that any equipment used to provide electrical power is regularly maintained and inspected; (iv) promptly notify the Licensee upon becoming aware of any interruption of electrical power to the APM, and take reasonable steps to ensure that electrical power is restored as soon as practicably possible; (v) promptly notify the Licensee upon becoming aware of any damage, defacement or other issue with the APM; (vi) notify the Licensee in advance of any site works set to take place at the Location that could impact safe access/power to the APM; and (vii) use reasonable endeavours to keep the area surrounding the APM clean and free from obstructions and/or debris. In the event that the APM is obstructed from use for more than thirty (30) days, the Licensee reserves its right to deduct from the Licence Fee, an amount calculated on a pro-rated basis commensurate to the number of days between the end of such thirty (30) period and the removal of the obstruction from the APM Location.

## **7 RELOCATION, SUSPENSION, REMOVAL AND EXTENSION OF APMS**

7.1 The Licensor may request a Temporary Relocation or Permanent Relocation of an APM at any time during the Licence Period provided it gives the Licensee no less than fifteen (15) Business Days prior written notice of such relocation request together with the reasons therefor, subject to the Licensor paying the Licensee the APM Reinstallation Charge as set out in Schedule 1.

7.2 Where the Licensor makes a Permanent Relocation request and the Parties cannot agree on a new permanent Location for the APM, the Licensor may request for the APM to be permanently removed, subject to the Licensor bearing the APM Removal Charge as set out in Schedule 1.

7.3 The Licensor may request the temporary switch-off of the APM ("**APM Suspension**"), provided it gives the Licensee no less than fifteen (15) Business Days prior written notice of the date the APM Suspension is to commence. In the event that the number of days between an APM Suspension and the switching back on of the APM at the Licensor's property exceeds thirty (30) days, the Licensee reserves its right to deduct from the Licence Fee, an amount calculated on a pro-rated basis commensurate to the number of days between the end of such thirty (30) period and re-activation of the APM.

7.4 If the Licensor requests the permanent removal of an APM during the relevant Licence Period, then the Licensor shall bear the APM Removal Charge as set out in Schedule 1. For the avoidance of doubt, the permanent removal of an APM shall not affect the validity or enforceability of the Licence(s), save with respect to the relevant APM that is removed.

7.5 The Licensee may request an extension of the size of the APM by notice to the Licensor (the “APM Extension”). The Licensee shall not commence any APM Extension (save for the commencement of a Survey) in advance of obtaining the consent of the Licensor which shall not be unreasonably withheld or delayed. Licensor consent to an APM Extension shall in any event be deemed provided if the Licensor does not raise any objections within ten (10) days of receipt of an APM Extension notice. The Licensee will bear the cost of any Survey or preparatory works required for an APM Extension.

## 8 TERM AND TERMINATION

8.1 This Agreement shall take effect on the Commencement Date and shall continue until terminated in accordance with this Agreement.

8.2 Each Licence created under this Agreement shall come into force on the relevant APM Installation Date, and shall continue for the Licence Period unless terminated in accordance with this Agreement. Following the end of each Licence Period, such Licence shall be automatically renewed for successive one (1) year periods (each a “Renewal Term”) unless either Party gives at least 90 days’ written notice to the other Party, such notice to take effect no earlier than the scheduled date of expiration of the Licence Period or any Renewal Term, that the Licence shall terminate.

8.3 Without prejudice to any other rights available to it under this Agreement, either Party may immediately terminate this Agreement by written notice if, in relation to the other Party:

8.3.1 the other Party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within ten (10) Business Days of receiving written notice requiring it to do so; or

8.3.2 (i) the Party becomes unable to pay its debts as they fall due, or the value of that Party’s assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities; (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Party; (iii) an administrative or other receiver, manager, trustee, liquidator,

administrator or similar person or officer is appointed to the Party and/or over all or any part of the assets of the Party; (iv) the Party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; (v) anything equivalent to any of the events or circumstances stated in this paragraph affects the Party; or (vi) if the other Party suspends or ceases, or there is a reasonable likelihood of it threatening to suspend or ceasing, to carry on all or a substantial part of its business.

8.4 In the event that the Licensor decides to sell or assign its interest in any Site(s) to a bona fide third party purchaser, it shall inform the Licensee of its intention providing the identity of the third party purchaser.

8.5 The Licensee may require the removal of an APM at its own cost by giving no less than fifteen (15) Business Days written notice to the Licensor. For the avoidance of doubt, the permanent removal of an APM shall not affect the validity or enforceability of the Licence(s), save with respect to the relevant APM that is removed.

## 9 CONSEQUENCES OF TERMINATION

9.1 Save where this Agreement is terminated in accordance with Clause 8.3 (whereby all Licences shall terminate immediately), this Agreement shall remain in full force and effect until such time as the Licence Periods have fully expired or been terminated. The termination of a Licence shall not terminate nor invalidate any Licences that are within their relevant Licence Period and such Licences shall continue until the expiry of such Licences in accordance with this Agreement.

9.2 Save as expressly stated elsewhere in this Agreement, any termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into force or continue in force on or after that termination. Specifically the termination of this Agreement will, in all circumstances be without prejudice to the rights of either Party in respect of any antecedent breach of the terms of this Agreement arising prior to the date of the termination.

9.3 Following the termination or expiry of a Licence under this Agreement, the Licensee shall have no further liability to the Licensor for the payment of the Licence Fee, save for any amounts due and payable up to the date of termination or expiry of the Licence (calculated on a prorated basis up until the date of termination or expiry). Any amounts which have been paid beyond the date of termination shall be refunded by the Licensor to the Licensee and any Charges which are due and payable shall be settled within 30 days of receipt of a valid invoice.

9.4 On termination or expiry of a Licence, the Licensee shall remove the APM from the Location as soon as is reasonably practicable considering the number of APMs to be removed and the Licensee shall make good all damage caused to the Site by the Licensee (or its agents or sub-contractors) as a result of such removal.

9.5 The following clauses shall survive termination of this Agreement: clause 1 to 12 (inclusive), 15 to 18 (inclusive), 20, 21 and 23 and shall continue to apply to any Licence in existence following the date of termination or expiry of this Agreement.

## 10 CONFIDENTIALITY

10.1 Each Party shall, and shall procure that its personnel shall treat the other Party's Confidential Information as confidential.

10.2 Clause 10.1 shall not apply to information that was: (i) in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure; (ii) obtained from a third party without obligation of confidentiality; (iii) already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or (iv) independently developed without access to the other Party's Confidential Information.

10.3 Clause 10.1 will not restrict the sharing of Confidential Information by the receiving Party to its directors, employees, professional advisers, insurers, group companies or sub-contractors who need to know it to deliver the Party's obligations under this Agreement and/or manage to enhance the relationship between the Parties, provided that such persons use it solely for such purpose and are under an equivalent obligation to the receiving Party to keep such information confidential. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that where possible it provides timely written notice to the other Party of such disclosure.

10.4 Other than as expressly permitted under this Agreement, on termination for whatever reason, each Party will immediately: (i) cease to use any Confidential Information of the other Party and will return on written demand, or at that Party's election, destroy or (so far as is reasonably practicable) permanently erase all copies of that Confidential Information in its possession or control; and (ii) upon request of the other Party, certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable

governmental or regulatory authority or its legitimate internal compliance requirements.

## 11 LIABILITY

11.1 Neither Party's liability for any of the following is excluded or limited by this Agreement even if any other term of the Agreement would suggest otherwise: (i) death or personal injury caused by that Party's negligence or the negligence of its employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (iii) to the extent it cannot be lawfully excluded or limited.

11.2 Subject to clause 11.1, neither Party shall be liable under or in relation to this Agreement whether in contract, tort (including for negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for any loss of: profits, business, revenue, or goodwill, business interruption, anticipated savings, contracts; in each case whether direct, indirect or consequential; or any special, indirect or consequential loss, costs, damages, charges or expenses whatsoever.

11.3 The Licensee agrees to defend and indemnify (and keep indemnified) on demand the Licensor from and against any and all claims, demands, damages, costs, expenses and liabilities ("**Liabilities**") resulting from third party claims against Licensor in connection with: (a) any negligent damage caused to the Site or the Licensor's property by the Licensee (or its employees, agents or sub-contractors) or an APM; and (b) any negligent act or omission of Licensee (or its employees, agents or sub-contractors) in respect of the APM (including the installation and maintenance of the APM).

11.4 The Licensor agrees to defend and indemnify (and keep indemnified) the Licensee from and against any and all Liabilities arising out of or in connection with: (a) any damage caused to an APM and/or the Licensee's property or equipment by the Licensor (or its employees, agents or sub-contractors); and (b) any negligent act or omission of Licensor (or its employees, agents or sub-contractors) in respect of, or relating to, the APM or the Site.

11.5 If any third party makes a claim, or notifies an intention to make a claim, against a party (the "**indemnified party**") which may reasonably be considered likely to give rise to a Liability under the indemnities at clauses 11.3 and 11.4 (a "**Claim**"), that indemnified party will:

11.5.1 take all reasonable steps to mitigate its Liabilities;

11.5.2 as soon as reasonably practicable, give written notice of the Claim to the other party (the "**indemnifying party**") (and, in any event, within 30 days), specifying the nature of the Claim in reasonable detail;

- 11.5.3 allow the indemnifying party to have exclusive conduct and disposal of such Claim (at the indemnifying party's sole cost and expense); and
- 11.5.4 provide the indemnifying party with reasonable cooperation and assistance.
- 11.6 Any Liabilities of an indemnified party shall (so far as is permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of responsibility for the Liabilities of the indemnified party, and any person other than the indemnifying party (including the indemnified party) who has contributed to or is otherwise liable to the indemnified party for all or part of the Liabilities.
- 11.7 Subject to clause 11.1, the total liability of each Party to the other Party under or in connection with this Agreement including without limitation, for breach of contract, misrepresentation, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the total Licence Fee payable under this Agreement during the Licence Period.
- 11.8 The Parties shall for the full duration of this Agreement take out and maintain a policy or policies of insurance covering such liabilities as required by law. Upon request of the other Party, a Party shall produce the insurance certificates for the other Party's inspection prior to the Parties signing this Agreement as evidence of such policies being place.

## **12 DATA PROTECTION**

- 12.1 To the extent that any Personal Data is shared between the Parties under or in connection with this Agreement, each Party shall:
  - 12.1.1 comply with the provisions of Data Protection Legislation;
  - 12.1.2 process any Personal Data disclosed to it by the disclosing party solely for the purpose of this Agreement; and
  - 12.1.3 take appropriate technical and organisational measures against the unauthorised or unlawful processing of the Personal Data and against the accidental loss or destruction of, or damage to, the Personal Data (including adequate back up procedures and disaster recovery systems).
- 12.2 Each Party shall promptly inform the other party upon receipt of a request from a data subject or a complaint or investigation in relation to the shared data. Each Party shall provide the other Party with such assistance as reasonably requested to comply with its obligations and to fulfil the data subject's rights, such as responding to subject access

requests made under Data Protection Legislation and cooperating with data protection investigations.

## **13 INTELLECTUAL PROPERTY**

- 13.1 Each Party hereby grants to the other Party a royalty free non-exclusive, non-transferrable and revocable licence to access and use, during the term of this Agreement only, its IPR to enable that other Party to perform its obligations or exercise its rights hereunder and neither Party shall acquire any right, title or interest in or to the IPRs of the other Party as a result of entry into this Agreement.
- 13.2 Upon execution of this Agreement, the Licensee may refer to the Licensor as being a partner of the Licensee in its sales presentations, promotional materials and on the Licensee's website. In addition, Licensee and the Licensor may issue a mutually agreed press release on signature of this Agreement.
- 13.3 During the term of this Agreement, the Licensor and the Licensee shall work together to promote the APMs at Sites to be agreed between the Parties by, amongst other things, informing the Licensor's customer base of the APM(s) and the benefits of utilising an APM for the delivery and/or collection of parcels.

## **14 FORCE MAJEURE**

- 14.1 A Party (the "Affected Party") shall not be deemed to be in breach of this Agreement or otherwise liable to another Party (the "Non-affected Party") for any delay in performance or non-performance of any of its obligations under this Agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to a Force Majeure Event provided that the Affected Party has used reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement in any other way that is reasonably practicable.
- 14.2 The Affected Party shall promptly notify the Non-affected Party of the nature and extent of the circumstances giving rise to the Force Majeure Event.
- 14.3 No Licence Fee shall be payable by the Licensee during any period it is unable to use an APM as a result of a Force Majeure Event.

## **15 NOTICES**

- 15.1 Any notice, demand or other communication given under this Agreement ("Notice") must be in writing and delivered by email, hand, courier, pre-paid second class post (or air mail if posted to or from a place outside the United Kingdom). Each Notice must be sent (as applicable) to: (a) the Receiving Party's address as set out in the Order Details; or (b) the receiving Party's email address (as notified by one

Party to the other from time to time in accordance with this clause 15, or in each case to such other addresses as the Parties may agree from time to time). Any such Notice will be deemed received if: (i) delivered personally, at the time of delivery to the receiving Party; (ii) if delivered by post within the United Kingdom, two (2) Business Days (seven (7) Business Days for air mail) after posting; or (iii) sent by email, on the day on which the Notice is sent, provided no report of non-delivery is received by the sender. If any Notice would, when made in accordance with the above, be deemed to be given or made either on a non-Business Day or after 17:00 on a Business Day, such Notice will be deemed to be given or made at 09:00 on the next Business Day. Notice from the Licensor to the Licensee to terminate or to bring a claim in respect of this Agreement may not be delivered by email. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **16 ASSIGNMENT AND SUBCONTRACTING**

16.1 The Licensee may during the term of this Agreement, assign, transfer, or subcontract all or any of its rights or obligations under this Agreement to a third party or engage third parties in the performance of any duties or related activities connected to the installation and/or operation of the APM during the term of the Agreement.

16.2 Without prejudice to clause 8.4, the Licensor shall not, without the prior written consent of the Licensee, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **17 NO TENANCY**

17.1 The use of an agreed Location and the operation of the Agreement, and any Licence under it, shall not create a tenancy or other proprietary inference of the Location or any part thereof at each relevant Site or give to the Licensee any estate, interest, right or title therein or give the Licensee the right to exclusive possession or occupation thereof nor will anything in this Agreement create a contract of service between the Parties. It is agreed by the Parties that, subject to the foregoing this Agreement is entered into for the convenience and commercial benefit of the Parties. The Parties both agree that this Agreement is not intended to convey any proprietary rights onto the Licensee and all proprietary rights and titles belonging to the Licensor or any third party shall remain unaffected by the granting or existence of any Licence.

## **18 OWNERSHIP**

18.1 The Parties agree that the APMs will at all times remain the property of the Licensee and nothing contained in this

Agreement confers any proprietary or other rights to the Licensor under any circumstances.

## **19 WAIVER AND SEVERABILITY**

19.1 The failure to exercise wholly or partially or delay in exercising a right or remedy provided by this Agreement, or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any continuing breach or of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law. Any waiver, to be effective, must be in writing.

19.2 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

## **20 ENTIRE AGREEMENT**

20.1 This Agreement and the documents referred to in it constitute the entire agreement and understanding of the Parties in respect of its subject matter and, unless otherwise stated, supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

20.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. An action for breach of contract is the only remedy for any statement, representation or warranty set out in this Agreement (whether made innocently or negligently). Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

## **21 MISCELLANEOUS**

21.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for

the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 21.2 For a period of five (5) years from the Commencement Date, the Licensor shall offer a first right of refusal to the Licensee for the provision of the APMs or any other similar parcel locker solution on its potential Sites.
- 21.3 Unless otherwise set out in this Agreement, no amendment, variation or modification shall be made to this Agreement unless agreed in writing and signed by both Parties.
- 21.4 Each Party shall comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 21.5 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 21.6 Without prejudice to any other rights or remedies that either Party may have, both Parties acknowledge and agree

that damages alone may not be an adequate remedy for any breach by the other Party of the provisions of this Agreement and that accordingly each Party shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Agreement.

## **22 COUNTERPARTS**

- 22.1 This Agreement may be executed in any number of counterparts or duplicates, each of which, when executed and delivered, shall be original and such counterparts or duplicates together shall constitute one and the same instrument.

## **23 GOVERNING LAW AND JURISDICTION**

The construction, validity and performance of this Agreement coming into existence under it shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the English Courts over any claim or matter arising under or in connection with this Agreement or the legal relationships established by the Licence.

## SCHEDULE 1 – CHARGES AND SITE LIST

### CHARGES

Type	Charge (£) per occurrence	
	Outdoor APM	Indoor APM
Survey Cancellation	£175	
Delayed SSD Response	£100	
Delayed / Aborted Preparatory Works	£100 / £900	£100 / £900
Delayed Installation / Aborted Installation	£100 / £1400	£100 / £950
APM Removal	£1400	£950
APM Reinstallation (including Temporary or Permanent Relocation)	£2000	£1500

### INITIAL SITE LIST

To be inserted if required

**SCHEDULE 2 – INSTALLATION TIMETABLE**

Each APM shall be installed in accordance with the following timetable unless otherwise agreed in the Go-live Checklist:

<b>Implementation Phase</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
	Awaiting Survey	Survey Scheduled	Survey Completed and Site Survey Document (SSD) produced	<b>SSD approved or rejected.</b>	Preparatory works scheduled	Preparatory works completed	APM installation scheduled	APM Installation completed	APM installation signed-off
<b>Time</b>	2 weeks			<b>1 week</b>	1 week	2-4 weeks			1 week
<b>Responsibility</b>	Licensee (Site access granted by Licensor)			<b>Licensor</b>	Licensee and Licensor	Licensee (Site access granted by Licensor)			Licensor

**SCHEDULE 3 – MARKETING PLAN**

<b>Activity Type</b>	<b>Detail</b>	<b>Frequency</b>
Website Facilities/ Service Listing	Inclusion of InPost as a service on the Council's website/ dedicated site page	Always on, per Site
Staff Email/ Intranet Listing	Dedicated email or intranet placement informing staff of the InPost service and the benefits of hosting a locker, including an FAQ sheet	As Agreed
Social Media	Social posts promoting the InPost service across Instagram, Facebook, Twitter, TikTok, YouTube, LinkedIn and any others as deemed relevant	As Agreed
Signage	InPost branded signage e.g. window vinyls or posters (internal and/ or external)	As Agreed

## STOTFOLD TOWN COUNCIL

**COMMITTEE:** PUBLIC REALM COMMITTEE  
**MEETING DATE:** 24 SEPTEMBER 2025  
**REPORTING OFFICER:** SUSAN RILEY, PUBLIC REALM MANAGER  
**REPORT TITLE:** DISPLAY OF ARTWORK IN GREENACRE CENTRE

### 1. PURPOSE OF THE REPORT

- 1.1 At the meeting of this Committee on 28 May 2025, Members discussed how best to display artwork at the Greenacre Centre. Options have been presented that reflect different price points, levels of work required, and durability.

### 2. RECOMMENDATION

Members are asked to consider the options outlined within the report.

- a) Display public art using Command Strips within the Greenacre Centre Reception area.
- b) Display public art using a hanging rail

### 3. BACKGROUND

#### Option 1 - Command Strips [Information](#)

- No damage to walls. Artwork and walls each require an adhesive strip.
- Artwork could need to be framed
- Flexible and easy to use, with hooks being reusable if replacement strips are purchased.
- Versatile in application.
- Weight capacity varies by product (5 lb or 8 lb).
- Lowest cost, fully flexible, but limited weight capacity and ongoing purchase of strips.



## Option 2 – STAS picture Hanging Rail [Information](#)

- Requires initial drilling for installation but no further damage when used.
- Once installed, the rail becomes a permanent fixture.
- Hooks and fittings are reusable and highly versatile.
- Supports significantly greater weight (up to 45 kg).
- Mid-range cost, permanent installation, supports heavier artworks, suitable for long-term use.



### 4. FINANCIAL IMPLICATIONS

- 4.1 Command Strips                      £13-20 per 3 pack  
Cost depends on the number of artworks to be displayed.
- STAS    £409 for 18m rail, cords and fittings  
Optional security fittings
- 4.2 To be met from Building Maintenance budget 53/512

### 5. IMPLICATIONS

**Risk Management:** Minimal risk is identified. Both options mitigate risk of artwork falling if installed as per manufacturer's guidance.

**Legal:** No specific legal issues identified.

**Resources/Stakeholders:** Minor staff time required for installation and ongoing checks.

**Financial Implications:** Costs are modest and can be met from the Building Maintenance budget (53/512). Ongoing costs for replacement strips (if Command Strips are chosen) should be noted.

**Contracts/Procurement:** STAS rail installation should follow council procurement thresholds if external contractors are used.

**Crime and Disorder:** No adverse impact anticipated. Secure hanging systems may deter theft or vandalism.

**Biodiversity/Environment:** No negative impact identified.

**Equalities:** No adverse impact on protected groups. The display of diverse artwork may positively support inclusion.

**Residents Impact Assessment:** Positive impact anticipated by increasing community engagement and enhancing the environment of the Greenacre Centre.

**Sustainability/Climate Impact:** Negligible impact. Use of reusable systems (e.g., STAS rails) supports sustainability.

**Data Protection and Privacy:** No personal data is processed as part of this proposal.

## STOTFOLD TOWN COUNCIL

**COMMITTEE:** BUILDING MANAGEMENT  
**MEETING DATE:** 24 SEPTEMBER  
**REPORTING OFFICER:** SUSAN RILEY – PUBLIC REALM MANAGER  
**REPORT TITLE:** FREE LETS IN COMMUNITY ROOM AND MEMORIAL HALL

### 1. PURPOSE OF THE REPORT

To provide a detailed summary of all non-chargeable bookings made between 1st January 2025 and 31st December 2025.

### 2. RECOMMENDATION

Members are asked to note the contents of this report.

### 3. BACKGROUND

#### **Community Hall Greenacre Centre**

Citizens Advice Bedford held 24 sessions during the reporting period, with each session lasting approximately 7 hours. The total cost associated with providing these sessions amounts to **£2,508.00**.

Shefford & Stotfold Children's Centre delivered a total of 32 sessions during the reporting period, with each session lasting approximately 2.5 hours. This equates to a total of 80 service hours. The total cost associated with these sessions amounts to **£1,763.00**.

Green Wheel made two individual bookings during the reporting period: one session lasting 1.5 hours and another lasting 2 hours. These bookings are arranged on an as-needed basis rather than as part of a regular schedule. The total cost incurred for these sessions was **£66.60**.

The Stotfold Good Neighbour Group held a total of 11 sessions during the reporting period, with each session lasting approximately 2.5 hours. This amounts to a total of 27.5 service hours. The total cost associated with these sessions was **£584.50**.

Totalling **£4,922.10**

#### **Memorial Hall**

The Stotfold Community Christmas Fayre utilised the Memorial Hall on four occasions during the reporting period. This included three sessions of 2 hours each and one extended session of 8 hours, totalling 14 hours of use. The total cost associated with these bookings was £237.50. Bridget Smith held an Alzheimer's fundraising event on one occasion during the reporting period, with the session lasting approximately 6 hours. The total cost associated with this booking was **£111.00**.

Totalling **£348.50**

#### **4. FINANCIAL IMPLICATIONS**

4.1 The free hires combined cost £5,270.60.

#### **5. IMPLICATIONS**

Strategic Plan	<i>N/A</i>
Risk management	<i>Lost of revenue</i>
Legal	<i>N/A</i>
Resources/Stakeholders	<i>Officer &amp; Keyholder time and room set up</i>
Contracts/Procurements	<i>N/A</i>
Crime and Disorder	<i>N/A</i>
Biodiversity and environment	<i>N/A</i>
Equalities	<i>Inclusion and support for local groups and organisations</i>
Residents Impact Assessment	<i>Positively supports the community</i>
Sustainability/Climate Impact	<i>N/A</i>
Data Protection and Privacy	<i>STC holds data in line with GPR regulations</i>



**BUILDINGS MANAGEMENT COMMITTEE - WORK PROGRAMME 2025-26**

Meeting Date	Agenda Publication Date	Agenda Item	Description	Officer Responsible
26/11/2025	20/11/2025	Compliance Regime	To receive a list and dates for all compliance deadlines across all sites	Public Realm Manager
		Screen & Projector	To receive a report to install a screen and projector in the back room	Public Realm Manager
		Memorial Hall - Stage Lights and Curtains	To receive a report on the stage lights and curtains and their compliance with health and safety standards	Public Realm Manager
		Hearing Loop for Community Room	To consider investigating installing a more relevant hearing loop system into the Community Room at Greenacre Centre	Town Clerk
		Fees and Charges	To review the fees and charges for this committee	Town Clerk
07/01/2026	30/12/2025	Policy Review	CCTV Code of Practice	Town Clerk
25/03/2026	19/03/2026			