

THIS DEED OF VARIATION is made on the
2017

Twenty Eighth

day of

December

BETWEEN:

- (1) **SWINDON BOROUGH COUNCIL** of Civic Offices, Euclid Street, Swindon SN1 2JH (the "Council");
- (2) **HAYDON WICK PARISH COUNCIL**, of Haydon Wick Parish Council, Thames Avenue, Haydon Wick, Swindon SN25 1QQ (the "Parish Council")

WHEREAS

- A. The Council and the Parish Council entered into a deed dated 27th March 2015 (the "Original Deed"), and a Deed of Variation (the "2015 Variation") dated 26th October 2015, and a Deed of Variation dated 1st April 2016 for the discharge of certain function by the Parish Council
- B. The Council and Parish Council now wish to further vary the Original Deed on the terms set down below

NOW IT IS AGREED as follows:-

1. All terms defined in the Original Deed shall have the same meaning in this Deed of Variation unless otherwise provided by this Deed of Variation. Where there is a conflict between the provisions of this Deed of Variation and the provisions in the Original Deed, the provisions in the Original Deed shall prevail
2. With effect from 1st April 2017 (*date to be confirmed once agreed*), the Original Deed shall be amended as follows:-
 - a. Schedule 1A (Functions and Services) Revised of the Variation Deed dated 1st April 2016 shall be replaced by Schedule 1A (Functions and Services) Revised dated 1st April 2017 (*date to be confirmed once agreed*) annexed (with maps)
 - b. Schedule 3 (Financial Obligations) of the Variation Deed dated 1st April 2016 shall be replaced with Schedule 3 (Financial Obligations) Revised dated 1st April 2017 (*dated to be confirmed once agreed*) annexed
 - c. The plan showing the land to be maintained by the Parish Council shall be replaced with the plan annexed to this Deed of Variation
3. Save as amended above all other terms and conditions of the Original Deed shall remain in full force and effect

IN WITNESS whereof the parties have executed this Deed the day and year first before written

THE COMMON SEAL of

SWINDON BOROUGH COUNCIL

was hereunto affixed

in the presence of:

Stephen P Taylor

Director of Law and Democratic Services

SIGNED AS A DEED

on behalf of Haydon Wick

Parish Council by Cllr Linda Brown,

Chair of the Parish Council

in the presence of:

Linda Brown

Authorised Signatory

Witness signature

DN

Name: (IN BLOCK CAPITALS)

DAVID NEW

Address:

16 Wilts Lane Purton

Swindon

SN5 4ER

SIGNED AS A DEED

on behalf of Haydon Wick

Parish Council by Terry Powell,

Clerk of the Parish Council

in the presence of:

Authorised Signatory

Witness signature

Name: (IN BLOCK CAPITALS)

HALIDA SADOGOVA

Address:

58 CROFT ROAD

SWINDON

SN1 4DW

SCHEDULE 1 A (FUNCTIONS AND SERVICES) REVISED

The Functions to be discharged by the Parish Council are the following Services:

1 Grounds Maintenance:-

- Amenity grass cutting and gang mowing as indicated in the maps enclosed with this deed – minimum 6 cuts per annum;
- Shrub bed maintenance / flower bed planting at least 1 visit per annum;
- Hedge cutting & maintenance as indicated in the maps enclosed with this deed (to include tractor and side arm work) - minimum 1 visit per annum;
- Tree maintenance (using hand tools only from the ground) – as required;

Litter clearance – in accordance with parts of the Environmental Protection Act guidance relevant to the transferring services contained in the Code of Practice on Litter and Refuse a copy of which at this link:

<https://www.gov.uk/government/publications/code-of-practice-on-litter-and-refuse>

2 Street cleaning:-

- Pavement and minor road sweeping (mechanical and using barrow and brush) shopping areas – daily; other areas in accordance with Environmental Protection Act guidance;
- Clearance of leaves where there is a safety concern
- Litter clearance in accordance with Environmental Protection Act guidance;

3 Dog and Litter Bin emptying – all bins to be checked once a day;

4 Fly Tipping removal – ad hoc as it arises;

5 Graffiti Removal – ad hoc as it arises;

6 Fly Posting removal – ad hoc as it arises;

7 The Parish hereby have permission to undertake the washing of street name plates and bollards, should this be a desire of the Parish;

B) Service levels and Plans

3 Changes to the service level provision

Any changes that would result in a lower standard of delivery that was previously carried out by the Borough Council prior to the transfer of work will need to be discussed. The Borough / Parish Protocol is no longer included within this agreement.

SCHEDULE 2

GENERAL OBLIGATIONS

2 Customer Contact

Both Parties will agree a method of reporting resident queries and feedback updates to their elected members in connection with the discharge of the Function.

SCHEDULE 3 (FINANCIAL OBLIGATIONS) REVISED

- 1 The Council will pay the Parish Council the following contributions with the normal Council Tax precept payment:-

	Original Deed 27th March 2015	Deed of Variation 1/4/17	This deed of Variation	Total
April 2015	£25,000	£0	£0	£25,000
September 2015	£25,000	£0	£0	£25,000
April 2016	£12,500	£44,000	£0	£56,500
September 2016	£12,500	£44,000	£0	£56,500
April 2017	£6,250	£22,000	£5,510	£33,760
September 2017	£6,250	£22,000	£5,510	£33,760
April 2018	£0	£11,000	£2,755	£13,755
September 2018	£0	£11,000	£2,755	£13,755

- 2 The Parish Council to be responsible for funding the full cost of the exercise of the Function from 1st April 2015 after taking into account the above contributions.

Appendix 1

Grounds Maintenance Plans

Key for all plans below:

Legend for Grounds Maintenance Plans

	Grass
	Shrub bed
	Hedge
	Woodland / Copse
	Playground or Allotment
	Not SBC
	Wooden railings or bollards
	Hard landscaping

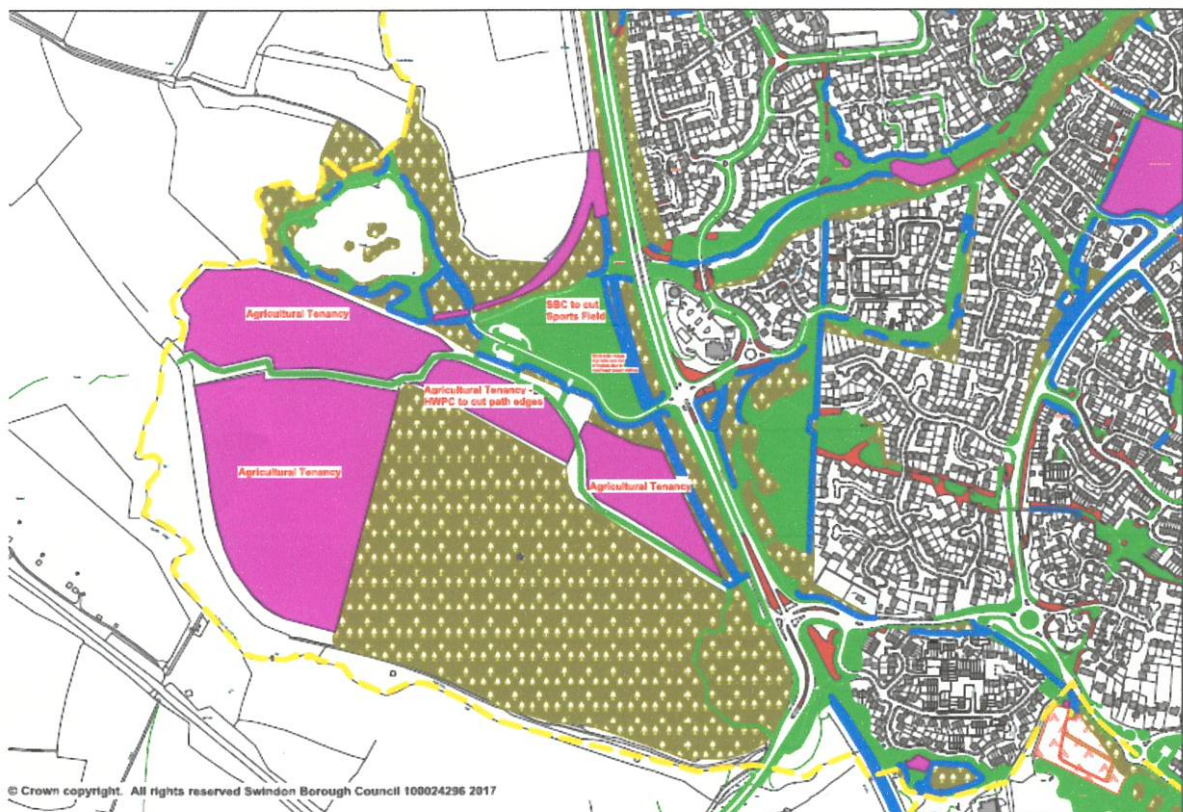
1) Abbey Meads



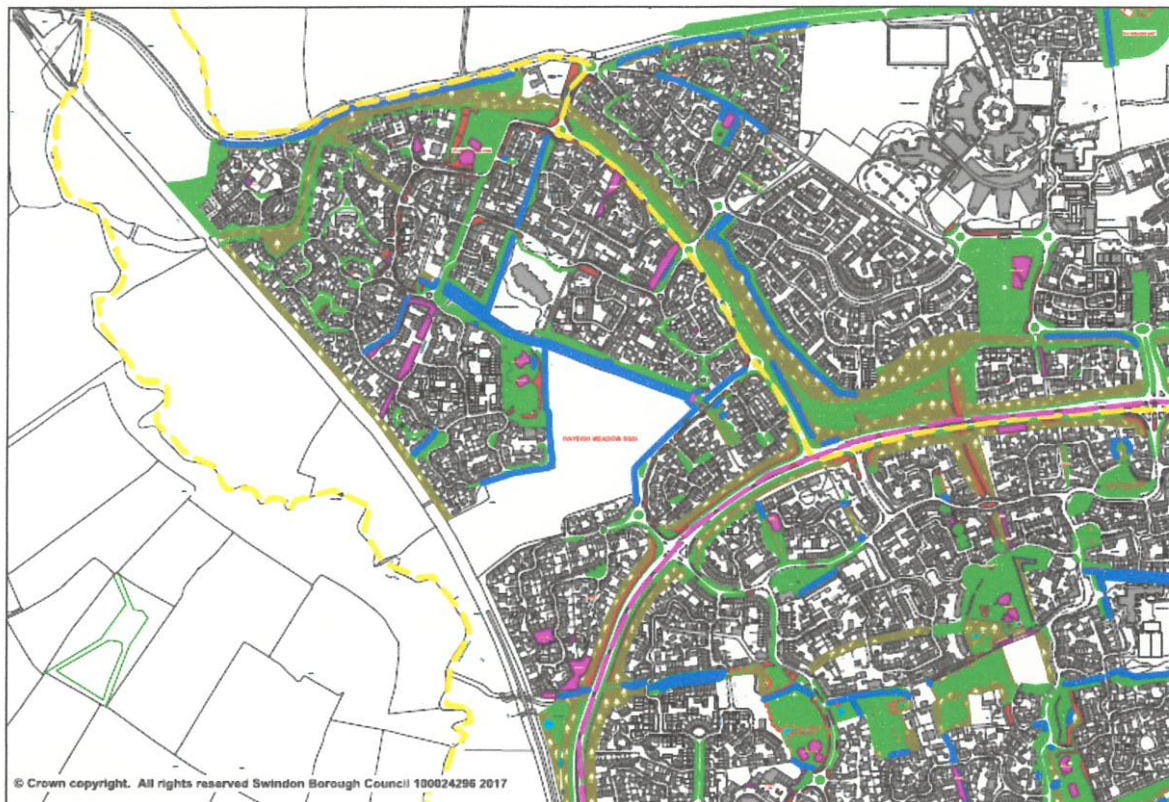
2) Greenmeadow



3) Mouldon Hill



4) Oakhurst



5) Taw Hill

