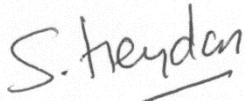


Summons to the Monthly Meeting of Mumbles Community Council

Councillors:

Tim Bull
Becca Child
Pam Erasmus
Rebecca Fogarty
Gareth Ford
Adam Gilbert
Sara Keeton
Richard Jarvis
Myles Langstone
Rob Marshall
Martin O'Neil
Philip Reason
Ian Scott
Rebecca Singh
Louise Thomas
William Thomas
Caroline Townsend Jones
Linda Tyler Lloyd

You are **SUMMONED** to the **MONTHLY MEETING** of **MUMBLES COMMUNITY COUNCIL** to be held on Tuesday,
9 November 2021 at 6 pm, via Zoom



Steve Heydon
Clerk to the Council
Dated 4 November 2021

Mumbles Community Council Meeting Agenda 9 November 2021 at 6 pm Virtual Meeting (Zoom)

01 Apologies for Absence

02 Declarations of Interest

03 Minutes of the Monthly Meeting held on 12 October 2021

To approve the minutes of the meeting held on 12 October 2021 as a true record.

04 Clerk's Report

RECOMMEND that the report be noted.

05 Chair's Report

RECOMMEND that the report be noted.

06 Financial Report

RECOMMEND that the electronic payments be retrospectively approved, and the rest of the report be noted.

07 Banner Stands

Using funds from the GN11 – General Fund – Miscellaneous Fund

PROPOSE that MCC:

- i. Accepts the quote of £950 from Swansea Council to remove and store the banner stand
- ii. Accepts the quote of £325 from RB Planning to visit to confirm location of proposal, production of plans, (elevations, location and block plan) and submit planning application
- iii. Accepts the Planning Fee from Swansea Council – £60

08 Mumbles Yacht Club Grant Application

Using funds from the FC1 – Small and Medium Grants budget.

CONSIDER grant application for £400 to host a Remembrance Day buffet for local dignitaries, members of the Lifeboat Crew (past and present), members of the Coastguard team as well as service goers.

09 Cleansing SLA

Using funds from the EBN5 – Cleansing – General/Dog Poo budget.

Using the Power of Well-being, Local Government Act 2000 s.2

PROPOSE that MCC sign the attached SLA with Swansea Council to provide additional cleansing services to the MCC area at a cost of £6,841 for the remainder of this financial year and an ongoing cost (subject to review) of £16,420 per annum.

Proposed by Cllr Carrie Townsend Jones

10 Together for Our Planet Application

Using no funding from MCC

Using the Power of Well-being, Local Government Act 2000 s.2

PROPOSE that MCC apply to the National Lottery Community Fund's 'Together for Our Planet' to introduce a deposit return scheme for reusable takeaway containers at local businesses.

Proposed by Cllr Rebecca Fogarty

11 Langland Courts Booking Rules

Using funds from the CSD3 – Langland Tennis Courts budget

Using the powers to provide and contribute to a wide range of recreational facilities under the Local Government (Miscellaneous Provision) Act 1976, s.19

PROPOSE that MCC implement a booking system for the three courts at Langland, subject to the conditions laid out in the proposal at a maximum cost of £360 p.a.

Proposed by Cllr Rebecca Fogarty

12 Planning Application 2020/2629/FUL

CONSIDER planning application to demolish existing dwelling and constructing of a four-storey block containing four flats at 2 Broadview Lane, Mumbles, SA3 4LN

The online application can be found [here](#).

13 Questions to the Chair of the Community & Social Development Committee



Recommendations by the Finance & Compliance Committee

14 Grants Policy

RECOMMEND that the new grants policy be adopted.

15 Questions to the Chair of the Finance & Compliance Committee

Recommendations by the Environmental Committee

16 Licences for Water Bottle Fillers

Council previously resolved to accept Swansea Council's quote to install the water supply for two water bottle fillers. However, Swansea Council the asked for £950 to cover two licences, on appeal they have reduced this down to £500.

Using funds from ENV1 – Civic Amenities – Street Furniture budget

RECOMMEND that the revised fees of £500 be paid.

17 Questions to the Chair of the Environmental Committee

18 Questions to the Chair of the Culture, Tourism & Communications Committee

19 Questions to Council Representatives on Outside Bodies

20 Mumbles Traders Grant Application

Using funds from the FC1 – Small and Medium Grants budget.

Using the power to encourage Tourism under Local Government Act 1972 s.144

CONSIDER grant application for £1,261 to put mini live Christmas trees on Newton Road as per previous years.



Minutes of Meeting of the Mumbles Community Council held on 12 October 2021 at 6 pm by videoconference (Zoom)

Members Present: Pam Erasmus, Rebecca Fogarty (Chair), Adam Gilbert, Richard Jarvis, Sara Keeton, Rob Marshall, Martin O'Neill, Ian Scott, Rebecca Singh, Louise Thomas, Will Thomas, Carrie Townsend Jones & Linda Tyler-Lloyd

Officer Present: Steve Heydon

C02110-01 Apologies for Absence: Tim Bull, Rebecca Child, Myles Langstone & Pip Reason

C02110-02 Declarations of Interest

Rebecca Fogarty declared a personal interest in item C02110-13 as she knows the applicant.

Rebecca Fogarty declared a personal & prejudicial interest in item C02110-06 as one of the payments was expenses claim. She left the meeting when the item was discussed.

Rob Marshall declared a person interest in item C02110-12 as he knows the applicant.

Martin O'Neil personal interest in item C02110-12 as he knows the applicant and advised him on how to apply.

C02110-03 Minutes of the Monthly Meeting held on 14 September 2021

RESOLVED to approve the minutes of the meeting held on 14 September 2021 as a true record.

C02110-04 Clerk's Report

RESOLVED that the report be noted.

C02110-05 Chair's Report

RESOLVED that the report be noted.

C02110-06 Financial Report

RESOLVED that the electronic payments be retrospectively approved (see appendix to these minutes) and the rest of the report be noted.

C02110-07 Appointment of Committees

RESOLVED to appoint Carrie Townsend Jones to the Cultural, Tourism & Communications committee.

Recommendations by the Community & Social Development Committee

C02110-08 Langland Bay Tennis Courts

A recommendation that our project manager is asked to provide report on costs of ongoing maintenance of the three courts, the cost of gates, cost of remedial work to the court 3, as an alternative to Tennis Wales at a cost of up to £1,000 was discussed.

RESOLVED that this be referred back to the committee.

C02110-09 Street Basketball Courts

Using funds from the CSD6 – Half Size Basketball Courts budget.

RESOLVED that Council accepts the quote from Swansea Council of £2,380 to supply and install one basketball post, backboard, ring, and net to tarmac area in Yalton Park, including thermoplastic line markings for a half basketball court.

C02110-10 Questions to the Chair of the Community & Social Development Committee

No questions were asked.

Recommendations by the Finance & Compliance Committee

C02110-11 Scout Hut Grant Application

Grant application for £19,578 for hall refurbishment.

Using funds from the FC1 – Small & Medium Grants budget.

RESOLVED that the grant be made.

C02110-12 Ripples Ice Cream Parlour Grant Application

Grant application for £1,600 to cover the costs of a Turvec Public Bike Repair Stand.

Using funds from the FC1 – Small & Medium Grants budget.

RESOLVED that the grant be made with the conditions that it is not placed in a position to inconvenience users of the promenade and that our logo is put on the unit. (The manufacturer can do this at no additional cost.)

C02110-13 Red Community Project Grant Application

Grant application for £5,000 toward the costs of providing a West Cross Youth Club.

Using funds from the FC1 – Small & Medium Grants budget.

RESOLVED that the grant be made.

C02110-14 Questions to the Chair of the Finance & Compliance Committee

No questions were asked.

Recommendations by the Environmental Committee

RESOLVED to suspend standing orders to allow the following item to be re-considered within six months of the previous decision

C02110-15 Green Underhill

For the following reasons:

- To meet MCC's environmental goals
- To discover the numerical value of potential savings
- To help 'future-proof' this community asset
- To enable an informed decision to be made

RESOLVED that our monitoring surveyor, as part of their report on the tender, is asked to include clear guidance on installation, costs and running costs of various types of heating and lighting.

C02110-16 Questions to the Chair of the Environmental Committee

No questions were asked.

Recommendations by the Culture, Tourism & Communications Committee

C02110-17 Monthly Coffee Afternoons

Using funds from the CTC8 – Community Parties budget.

RESOLVED that a trial coffee afternoon is held in association with Neighbourhood Friends at the Ostreme a cost of no more than £150.

C02110-18 Christmas Lights

Using funds from the CTC3 - Christmas Motifs, CTC4 - Christmas Trees, CTC5 - Inspection of Southend Tree, CTC6 - New Christmas Motifs, CTC7 - New Christmas Tree Lights budgets.

RESOLVED that:

- (i) Phillips be asked to order shorter, bushier trees (20 feet high)
- (ii) On the advice from the RFO, the quote from Phillips to arrange the Christmas Lighting be accepted.

C02110-19 Questions to the Chair of the Culture, Tourism & Communications Committee

No questions were asked.

C02110-20 Councillors Attendance

RESOLVED that councillor's attendance at full council, and Committees they stand on, are published for the entire term of office on the website under councillor profiles

RESOLVED to suspend standing orders to allow the meeting to continue beyond two hours.

C02110-21 Questions to Council Representatives on Outside Bodies

Rebecca Fogarty and Carrie Townsend Jones attended the OVW innovations conference and are preparing a written report.

Meeting closed at 8.06 pm

Appendix

Electronic Payments Approved

		£	£	£
03/09/21	Bauer Radio Ltd – Mumbles Fest Radio Promotion	750.00	150.00	900.00
03/09/21	DWJ Group – Mumbles Fest Printing	331.00	66.20	397.20
03/09/21	DWJ Group – Mumbles Fest Printing	54.00	10.80	64.80
03/09/21	DWJ Group – Mumbles Fest Tickets	51.00	10.20	61.20
03/09/21	Open Spaces Society – Subscription	45.00	0.00	45.00
03/09/21	St John Ambulance – Family Fun Days	198.00	39.60	237.60
03/09/21	HMRC – Payroll Deductions Month 5	1,503.52	0.00	1,503.52
03/09/21	Peter Lynn – Underhill Legal Fees	522.60	104.52	627.12
03/09/21	Peter Lynn – Underhill Legal Fees	2,130.60	426.12	2,556.72
03/09/21	Peter Lynn – Underhill Legal Fees	1,226.10	245.22	1,471.32
07/09/21	Claire Anderson – Mumbles Fest Gazebo	85.82	17.17	102.99
09/09/21	Rebecca Fogarty – Mumbles Fest Recyclable Cups	37.90	7.58	45.48
09/09/21	Virgin Media – Phone and Broadband September 2021	73.50	14.70	88.20
09/09/21	Helen Docherty – Family Fun Days	150.00	0.00	150.00
09/09/21	Robert Bowen – Cliff Lighting Pre-Planning Application	484.00	0.00	484.00
09/09/21	Peter Lynn – Mumbles Fest Legal Fees	602.20	120.44	722.64
09/09/21	Peter Lynn – Mumbles Fest Legal Fees	281.40	56.28	337.68
09/09/21	MW Productions – Digital Archive Video	1,000.00	0.00	1,000.00
11/09/21	Burst – Mumbles Fest Food Vouchers Refund	13.00	0.00	13.00
12/09/21	Lorraine Crosby Productions – Mumbles Fest Performer	2,000.00	400.00	2,400.00
12/09/21	Zak and the New Men – Mumbles Fest Performer	250.00	0.00	250.00
12/09/21	Mick Luck – Mumbles Fest Performer	100.00	0.00	100.00
12/09/21	Mum's the Word – Mumbles Fest Performer	100.00	0.00	100.00
12/09/21	Mumbles A Cappella – Mumbles Fest Performer	100.00	0.00	100.00
12/09/21	Dan Stockton – Mumbles Fest Performer	100.00	0.00	100.00
12/09/21	Sian Martin – Mumbles Fest Stage Host	200.00	0.00	200.00
12/09/21	Shoal of Bass – Mumbles Fest Performer	250.00	0.00	250.00
21/09/21	Barclaycard – September 2021(see below)	1,939.93	0.00	1,939.93
23/09/21	Claire Anderson – Mumbles Fest Purchases	39.32	0.00	39.32
23/09/21	Stay Focused Photography – Mumbles Fest Photographer	150.00	0.00	150.00
23/09/21	Commercial Marquee Hire – Mumbles Fest Marquees	1,851.95	370.39	2,222.34
23/09/21	Gower Events & Equipment Hire – M. Fest. Picnic Tables	400.00	80.00	480.00

23/09/21	Silurian Security – Mumbles Fest Security	2,137.20	427.44	2,564.64
23/09/21	Total Sound Solutions – Mumbles Fest Sound and Lighting	3,640.40	711.21	4,351.61
23/09/21	The Rock Project – Mumbles Fest Performer	100.00	0.00	100.00
23/09/21	The Flames – Mumbles Fest Performer	250.00	0.00	250.00
23/09/21	JM Entertainment – Mumbles Fest Bouncy Castle	150.00	30.00	180.00
23/09/21	Picseli – Multimedia Consultant September 2021	416.67	83.33	500.00
23/09/21	SA1 Solutions – IT Support	203.85	40.77	244.62
23/09/21	City Loo Hire – Mumbles Fest Toilets	308.00	61.60	369.60
23/09/21	Amberon – Mumbles Fest Road Closure	285.00	57.00	342.00
24/09/21	Staff Salaries – September 2021	5,389.28	0.00	5,389.28
23/09/21	Swansea Council – Pension Contributions August 2021	1,408.77	0.00	1,408.77
29/09/21	All Saints Church – Ostreme Rent	3,750.00	0.00	3,750.00
01/10/21	OCA – Ostreme Rent October 2021	800.00	0.00	800.00
Total		35,860.01	3,530.57	39,390.58

Barclaycard Purchases – September 2021 Statement

Apple – iPad Additional Storage	0.79
Reach Publishing – Evening Post Subscription	20.54
NHBS Ltd – EEO Resources	81.60
Creative Cloud – Adobe for EEO	49.94
Catalyst2 Services – Website Hosting	15.59
Findel Education – Cllr L Thomas Fund Purchase	581.38
Catalyst2 Services – Domain Name Renewal	96.00
Giff Gaff – RFO Mobile Phone	6.00
NHBS – EEO Resources	16.50
Home from Home – Mumbles Fest Accommodation	788.00
Microsoft – Online Services	135.36
Microsoft – Online Services	68.40
Zoom – Monthly Fee	14.39
Amazon – RFO Printer Cartridges	31.95
Amazon – Mumbles Fest Hula Hoops	33.49
Total	1,939.93

Clerk's Report

Meeting paper for Council on 9 November 2021

Agenda Item: 4

Recommendation:

Council is asked to note the report.

Communication

Further to my report to the October meeting of Council, I have not had the opportunity to produce the pilot of the proposed weekly, easy-to-read email, but I will endeavor to do so in the next week or so.

I would still welcome your views on this idea and what you would like included in the Newsletter.

Anticipated Announcements

We should hopefully hear some important news this month – from Swansea Council Cabinet on the skate park and from MCA on the tender and when works will commence in Underhill. Two projects that have dominated the last four years.

Budget Proposal Forms

Finally, may I remind you to get your budget proposals for 22/23 into Paul as soon as possible.

Steve Heydon, Clerk

Chair's Report

Meeting paper for Council on 9 November 2021

Agenda Item: 5

Recommendation:

Council is asked to note the report.

Following on from last month's report I am pleased to report that while the Underhill Park initiative continues to make progress due to the issues previously identified in relation to COVID pandemic induced staff shortages and material supply issues the tender deadline has been pushed back to the 15th November and while this in some ways is concerning at least the project continues to progress and hopefully once the tenders are received it will help to facilitate a more concrete timeline for progress.

We have recently received an update from city and county in relation to the skateboard park and I am pleased to report that it is hoped that the proposal will now go forward to the next meeting of council cabinet in November.

Again, in reference to last month's report the topic of the Mayal's cycle lane was discussed at the last full council meeting and although there was a positive general consensus to the idea of a meeting to bring together the relevant stakeholders hosted by the Community Council, I am disappointed to report that at the time of writing we have not had any positive response from City and County of Swansea council. Although this topic continues to contribute to significant communication to MCC and much, often misinformed debate on social media, which I am very disappointed to see Mumbles Community Councilors contributing to but following the soundings taken at the last meeting and bearing in mind the current lack of progress with city and county I would welcome the input of councilors as to how we might take this matter forward at this point.

Another issue that has recently been raised by members of the community with MCC generally and with individual councilors concerns a number of proposed residential developments in Mumbles. These concerns initially germinated around the proposal to develop five residential flats in what was previously the Oyster Lounge on Western Lane opposite Mumbles rugby club. The main point of discussion originally related to what was seen as a lack of consultation / information concerning the proposed development and planning process, which, in turn, led to a number of public meetings being called for local residents to air their views. However, the debate at these meetings appears to have progressed into a more general discussion around more widespread, what is perceived to be over development in the area and not simply looking at the Oyster Lounge proposal in isolation. Other proposals which have been discussed at these meetings relate to the demolition of a single dwelling in Broadview Lane (which is on the agenda for this evening's meeting) with the proposal for it to be replaced by four flats and another redevelopment on Overland Road of a single

dwelling into three flats none of which have any provision for off road parking. The perception at these meetings is that Mumbles offers a lucrative environment for property developers and that this over development will put additional strain on services and also drainage and sewerage systems which already have caused problems.

Cllr Dr Martin O'Neill



Finance Report

Meeting paper for Council on 9 November

Agenda Item: 6

Recommendation:

That the electronic payments be retrospectively approved, and the rest of the report be noted.

1. Electronic Payments for Retrospective Approval

		£	£	£
06/10/21	HMRC – Payroll Deductions Mth 6	1,137.48	0.00	1,137.48
06/10/21	South Wales Audio – Mumbles Fest 2020	81.00	0.00	81.00
06/10/21	St John Ambulance – Mumbles Fest	181.33	36.27	217.60
06/10/21	Gower Dough – Mumbles Fest Food Vouchers Refund	40.00	0.00	40.00
06/10/21	Picseli – NHS Day Slate Sign	188.12	37.63	225.75
06/10/21	Board Riding Development – Family Fun Days	150.00	0.00	150.00
06/10/21	Mumbles Development Trust – Grant	1,000.00	0.00	1,000.00
06/10/21	Swansea Council – Trial Holes Langland Tennis Courts	480.61	96.12	576.73
07/10/21	Tuckers – Mumbles Fest Food Vouchers Refund	60.00	0.00	60.00
07/10/21	Joe's Ice Cream – Mumbles Fest Food Vouchers Refund	1.50	0.00	1.50
07/10/21	Village Creperie – Mumbles Fest Food Vouchers Refund	20.70	0.00	20.70
15/10/21	Jamjar Print – Coffee Loyalty Cards	38.50	7.70	46.20
21/10/21	Picseli – Multimedia Consultant October 2021	416.67	83.33	500.00
21/10/21	OCA – EEO Hall Hire	156.00	0.00	156.00
21/10/21	Atkins Accountants – Payroll Q2	50.00	10.00	60.00
21/10/21	Hurley& Davies – Project Manager Langland Tennis Courts	360.00	72.00	432.00
21/10/21	Phillips Services (Wales) Festoon Lighting Repairs	89.50	17.90	107.40
21/10/21	Paul Beynon – Stationery and Postage Reimbursement	34.78	0.00	34.78
21/10/21	Claire Anderson – Telephone Aug and Sept 2021	20.00	0.00	20.00
21/10/21	Claire Anderson – Mumbles Fest Reimbursement	23.98	0.00	23.98
21/10/21	Claire Anderson – Mumbles Fest Reimbursement	20.00	0.00	20.00
21/10/21	Virgin Media – Broadband and Phone October 2021	73.50	14.70	88.20

21/10/21	Swansea Council – Floral Decorations	9,338.33	1,867.67	11,206.00
21/10/21	Goggi's – Mumbles Fest Food Vouchers Refund	62.20	0.00	62.20
21/10/21	Urban Foundry – Ostreme Consultation	2,800.00	560.00	3,360.00
21/10/21	Swansea Council – Pension Contributions September 21	1,908.11	0.00	1,908.11
21/10/21	Barclaycard October 2021 – see below	760.74	0.00	760.74
22/10/21	Claire Anderson – Coffee Morning Reimbursement	24.80	0.00	24.80
22/10/21	Claire Anderson – Stationery & Postage Reimbursement	7.98	0.00	7.98
22/10/21	Claire Anderson – Mumbles Fest Reimbursement	90.00	0.00	90.00
25/10/21	Staff Salaries – October 2021	5,145.57	0.00	5,145.57
01/11/21	OCA – Ostreme Rent November 2021	800.00	0.00	800.00
Total		25,561.40	2,803.32	28,364.72

Barclaycard Purchases – October 2021 Statement

Amazon – Mumbles Fest Hula Hoops	21.49
Brandon Hire – Mumbles Fest Fencing	408.00
Creative Cloud – Adobe for EEO	49.94
Catalyst2 Services – Website Hosting	15.59
Giff Gaff – RFO Mobile Phone	6.00
Reach Publishing – Evening Post Subscription	21.58
Microsoft – Online Services	135.36
Microsoft – Online Services	68.40
Zoom – Monthly Fee	14.39
Amazon –	19.99
Total	760.74

2. Income

£

Mumbles Coffee – Mumbles Fest Traders Fee	75.00
Goggi's – Mumbles Fest Traders Fee	75.00
Co-operative – Family Fun Day Grant	400.00
Penguin Recruitment – Mumbles Fest Advertising Banner	100.00
Apogee – Photocopying Refund	281.24
Total	931.24

3. Bank Balances at 06/10/2021

£

Current Account	16,906.09
Savings Account	920,754.29
Total	937,660.38

4. Budget Monitoring to 30 September 2021

Budget monitoring reports to 30/09/2021 have now been sent to the Chair of each Committee and the position to the end of September 2021 is summarised in the table below. Going forward monthly budget monitoring reports will be produced and reported to each Committee as well as a summary reported to Council.

Service	Budget £	Actual £	+/- Under/Over £
Community & Social Development	1,076,300	10,681	1,065,619
Culture, Tourism & Communications	94,000	15,442	78,558
Environmental	53,200	2,829	50,371
Finance & Compliance	115,700	12,964	102,736
Ostreme Centre	9,650	4,024	5,626
General Fund	38,350	6,304	32,046
Office Costs	11,900	5,364	6,536
Payroll	94,100	43,469	50,631
Contingency	54,550	0	54,550
Total	1,547,750	101,077	1,446,673

Actual expenditure to 30/09/2021 represents 6.53% of the annual budget for 2021/22.

Paul Beynon, Responsible Financial Officer

Subject: Fw: Banner Stand at the Bottom of Mayals Rd
Date: Monday, 25 October 2021 at 11:15:13 British Summer Time
From: Martin O'Neill
To: Steve Heydon, Mumbles Community Council
Attachments: image001.jpg, image003.jpg, Outlook-24a2t5vy.jpg

Hi Steve,

Please see below. As they seem quite set in their position I see no other option other than to remove said banner stand as requested.

Martin

Cllr. Dr. Martin O'Neill,
Chair,
Mumbles Community Council,
07790245977



From: Liam Jones <Liam.Jones@swansea.gov.uk>
Sent: 22 October 2021 11:18
To: Martin O'Neill <martin.oneill@mumbles.gov.uk>
Cc: Robert Latham <Robert.Latham@swansea.gov.uk>
Subject: FW: Banner Stand at the Bottom of Mayals Rd

Dear Sir,

I am in receipt of your email which has been forwarded to me from Rob Latham our Senior Planning Enforcement Officer. I understand that Rob has previously advised that in order to remedy this matter you are required to remove the banner stand from the site and then explore potential options for any re-siting via submission of a pre-application.

We are unable to agree to re-siting by mutual agreement as you would need to have the appropriate permission in place before any re-siting so would therefore urge you to remove the banner stand in accordance with Rob's recommendation.

Kind regards

Liam



Liam Jones BSc (Hons) MSc MRTPI CMgr MCMI

Arweinydd Tim Rhanbarth (Y Bae), Rheoli Cynllunio, Cynllunio ac Adfywio'r Ddinas

Area Team Leader (Bay), Planning Control, Planning and City Regeneration

☎ 01792 635735 | 07970 680580

✉ liam.jones@swansea.gov.uk ✉ liam.jones@abertawe.gov.uk

Croesewir gohebiaeth yn y Gymraeg a byddwn yn ymdrin â gohebiaeth Gymraeg a Saesneg i'r un safonau ac amserlenni.

We welcome correspondence in Welsh and will deal with Welsh and English correspondence to the same standards and timescales

From: Martin O'Neill <martin.oneill@mumbles.gov.uk>

Sent: 11 October 2021 13:02

To: Robert Latham <Robert.Latham@swansea.gov.uk>

Cc: Mumbles Community Council <council@mumbles.gov.uk>; Steve Heydon <steve.heydon@mumbles.gov.uk>

Subject: Banner Stand at the Bottom of Mayals Rd

CAUTION: External email - Do not click links/open attachments unless you recognise the sender and know the content is safe

Dear Robert,

Following discussion of this matter at MCC full council meeting I was wondering if there was any way we could possibly resolve this situation by exploring moving the said banner stand to a position that could be decided by mutual agreement. I would welcome the opportunity to enter into a dialogue with SCC in order to bring this matter to a mutually acceptable conclusion.

Best wishes,

Martin

Cllr. Dr. Martin O'Neill,
Chair,
Mumbles Community Council,
07790245977



[Information and Data Protection Policy](#)

Mae'r e-bost hwn ac unrhyw ffeiliau a drosglwyddir gydag ef yn gyfrinachol ac at ddefnydd yr unigolyn neu'r corff y cyfeiriwyd hwy atynt yn unig. Os ydych wedi derbyn yr e-bost hwn drwy gamgymeriad, dylech hysbysu'r gweinyddydd yn y cyfeiriad canlynol: gweinyddydd@abertawe.gov.uk
Bydd yr holl ohebiaeth a anfonir at y Cyngor neu ganddo yn destun cofnodi a/neu fonitro yn unol â'r ddeddfwriaeth berthnasol
Croesewir gohebiaeth yn y Gymraeg a byddwn yn ymdrin â gohebiaeth Gymraeg a Saesneg i'r un safonau ac amserlenni.

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We welcome correspondence in Welsh and will deal with Welsh and English correspondence to the same standards and timescales.

[Information and Data Protection Policy](#)

[Information and Data Protection Policy](#)

Subject: RE: Banner Stand
Date: Monday, 16 August 2021 at 11:06:40 British Summer Time
From: Rob Knight
To: Steve Heydon
Attachments: image002.jpg, image003.jpg

Hi Steve,

This is such an unfortunate situation to be in, maybe consultation from the start would have saved you the expense of erecting it in the first place, but here we are and we have to deal with it.

To remove the frame to storage at our Depot would be £950.00.

If you find a new location for it (subject to planning approval), then we can re-erect for £1,250.00.

Regards,

Rob Knight
Amcangyfrifwr
Estimator
Priffyrdd a Chludiant
Highways & Transportation
Depo Clydach
Clydach Depot
Abertawe
Swansea
SA6 5BJ

☎ 01792 841624

✉ rob.knight@swansea.gov.uk

✉ rob.knight@abertawe.gov.uk



From: Steve Heydon <steve.heydon@mumbles.gov.uk>
Sent: 16 August 2021 10:28
To: Rob Knight <Rob.Knight@swansea.gov.uk>
Subject: Re: Banner Stand

CAUTION: External email - Do not click links/open attachments unless you recognise the sender and know the content is safe

Hi Rob

1. **Application No:**2020/2514/ADV
Site Location: Blackpill Foreshore Mumbles Road Swansea SA3 5AW
Proposal: Retention of non-illuminated interchangeable hoarding sign
2. Noted. Please provide a quote for removal and retention awaiting planning approval for alternative site.

Many thanks

Steve

From: Rob Knight <Rob.Knight@swansea.gov.uk>
Date: Monday, 16 August 2021 at 09:44
To: Steve Heydon <steve.heydon@mumbles.gov.uk>
Subject: RE: Banner Stand

Hi Steve,

Please can I have the planning number so I can to read as to why it has been refused.

Also we wouldn't be in a position to remove the structure FOC as the location was determined by MCC, not SCC.

Regards,

Rob Knight
Amcangyfrifwr
Estimator
Priffyrdd a Chludiant
Highways & Transportation
Depo Clydach
Clydach Depot
Abertawe
Swansea
SA6 5BJ

☎ 01792 841624

✉ rob.knight@swansea.gov.uk

✉ rob.knight@abertawe.gov.uk



From: Steve Heydon <steve.heydon@mumbles.gov.uk>
Sent: 10 August 2021 18:08
To: Rob Knight <Rob.Knight@swansea.gov.uk>
Subject: Banner Stand

CAUTION: External email - Do not click links/open attachments unless you recognise the sender and know the content is safe

Hi Rob

Further to the enforcement notice regarding the banner stand, MCC applied for planning.

We have been notified that our application for planning has been turned down and we are currently consulting with local residents about alternative sites.

In the meantime, the structure needs to be removed and stored ready for any approved new site.

Bearing in your email of 6 June 2019 where you stated: **"I wouldn't think Planning is required as it is only a certain height"**, we would be grateful if you could do this free of charge.

Best wishes

Steve Heydon
Clerk to Mumbles Community Council

[Information and Data Protection Policy](#)

Mae'r e-bost hwn ac unrhyw ffeiliau a drosglwyddir gydag ef yn gyfrinachol ac at ddefnydd yr unigolyn neu'r corff y cyfeiriwyd hwy atynt yn unig. Os ydych wedi derbyn yr e-bost hwn drwy gamgymeriad, dylech hysbysu'r gweinyddydd yn y cyfeiriad canlynol: gweinyddydd@abertawe.gov.uk
Bydd yr holl ohebiaeth a anfonir at y Cyngor neu ganddo yn destun cofnodi a/neu fonitro yn unol â'r ddeddfwriaeth berthnasol

Croesewir gohebiaeth yn y Gymraeg a byddwn yn ymdrin â gohebiaeth Gymraeg a Saesneg i'r un safonau ac amserlenni.

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accordance with relevant legislation

We welcome correspondence in Welsh and will deal with Welsh and English correspondence to the same standards and timescales.

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We welcome correspondence in Welsh and will deal with Welsh and English correspondence to the same standards and timescales.

[Information and Data Protection Policy](#)

From: Robert Bowen <info@rbplanning.co.uk>

Date: Wednesday, 3 November 2021 at 07:24

To: Clerk <council@mumbles.gov.uk>

Subject: Re: Planning Application

Hi Steve,

Thanks for the email.

I would like to visit the site on this on to confirm the location with you and ensure that the proposal is placed so as to minimize highway safety issues.

My fee proposal is as follows.

1. Site visit to confirm location of proposal, production of plans, (elavations, location and block plan) and submit planning application - £325
2. Planning Fee to Council - TBC

Many Thanks

Rob

Robert Bowen Planning & Development LTD

Office [01792 775643](tel:01792775643)

Mobile [07855 776129](tel:07855776129)

email info@rbplanning.co.uk

web www.rbplanning.co.uk

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, October 18, 2021 4:47:32 PM
Last Modified: Monday, October 18, 2021 5:05:55 PM
Time Spent: 00:18:23
IP Address: 86.7.148.118

Page 1

Q1

Contact Information

Name	Rachel Ace
Organisation*	Mumbles Yacht Club
Email	racheleace@gmail.com
Phone Number	07795105632

Q2

Name of your Project

Remembrance Sunday gathering

Q3

Details of your project

To host a Remembrance Day buffet for local dignitaries, members of the Lifeboat Crew (past and present), members of the Coastguard team as well as service goers.

Q4

Which outcome from the MCC Community Plan will this application contribute to? (select all that apply)

Improved community assets and activities,
Reduced isolation of older people,
Increased visitor numbers (primarily off season)

Q5

Describe the outcome(s) of your project?

To have provided a place for the local community to congregate after the Service of Remembrance

Q6

Who will benefit from your project?

The local community

Small Grants Application

Q7

Financial Details








Cost of Project (£)	400.00
Other Funding (£)	0
Your contribution (£)	0
Grant requested (£)	400

Q8

Yes

We are a not-for-profit or charitable organisation

Proposal Form 2021/22

TITLE	Cleansing SLA											
PROPOSER	Cllr Carrie Townsend Jones											
PROPOSAL	That MCC sign the attached SLA with Swansea Council to provide additional cleansing services to the MCC area.											
SUMMARY	<p>Provision of 15 hours cleaning per week – 2 full days, Tuesday and Friday. Regular cleansing routes agreed between SC and MCC to ensure that key problem areas are covered regularly. Will cover litter picking, street cleaning, weed removal, bus shelters, difficult to reach areas not covered by machine cleaning – e.g., behind benches Email contact to enable operative to respond to specific and immediate problem areas. Councillors will be able to request specific issues are dealt with by contacting the Clerk. PPE and vehicles will have the MCC logo alongside the SC logo. MCC will receive reports on work done and there will be regular meetings between the SC Operational Manager and MCC Clerk Initially from November 9th (or ASAP after Full Council approval) until 31st March 2022 with a view to renewing the contract annually.</p>											
PERMISSIONS	Formal Service Level Agreement (SLA) between SC and MCC											
POWERS	Well-being, Local Government Act 2000 s.2 – Power to do anything which the council considers likely to achieve the promotion or improvement of the economic, social or environmental wellbeing of the area											
COSTS	Costs of proposal	£16,420 per annum pro rata 9 November 2021 to March 31 st 2022								£6,841		
	Annual Costs	£16,420 increased in line with inflation and to account for any pay awards								£16,420		
TIMELINE	2021 APR MAY JUN JUL AUG SEP OCT NOV DEC									2022 JAN FEB MAR		
COMMUNITY PLAN	4.1		Reduce Litter									
	4.5		Developing a maintenance and cleansing team									
GOALS OF WELL-BEING ACT	      											

**WAYS OF
WORKING****OTHER**

Swansea Local Well-being Plan – Stronger Communities: To build strong communities with a sense of pride and belonging.



9th November 2021

SERVICE LEVEL AGREEMENT

Relating to Provision of a Dedicated Resource for the Mumbles Ward

Between

Swansea Council (SC)

AND

Mumbles Community Council (MCC)

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THIS AGREEMENT is made on the **9th November 2021**

PARTIES

(1) **THE SWANSEA COUNCIL** of Civic Centre, Oystermouth Road, Swansea, SA1 3SN ("**SC**").

(2) **MUMBLES COMMUNITY COUNCIL ("MCC")**

Hereinafter, in addition to the defined names detailed above, may be referred to as **Parties** or **Party** as appropriate

BACKGROUND

- (A) The Parties have agreed to employ one cleansing operative to work as part of the new partnership agreement and the framework within which the day-to-day management is undertaken (the "**Project**").
- (B) The objective of this Service Level Agreement is to outline the common understanding of the Parties, their respective obligations in delivering the Project and the governance arrangements for this Service Level Agreement.
- (C) The Goals and Objectives are as set out in Schedule 1.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement.

"Agreement" means this agreement and any schedules attached hereto;

"Bribery Laws" means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;

"Commencement Date" means the **9th November 2021**;

"DPA" Data Protection Act 2018;

"EIR" means the Environmental Information Regulations;

“Employee”	means any person who is employed by a Party and whose services are utilised in the delivery of the Project. ;
“FOIA”	means the Freedom of Information Act 2000;
“Force Majeure”	means any event or sequence of events beyond a party’s reasonable control such as an act of God including, but not limited to, fire, flood, drought, earthquake, windstorm or other natural disaster; act of any sovereign including war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation; acts of terrorism; nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; civil emergency (whether an emergency be declared or not); radioactive contamination; pressure waves caused by aircraft travelling at sonic or supersonic speeds; law, judgment, order, decree, embargo, blockade, labour dispute including strike, lockout or boycott; interruption or failure of utility service including to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by the Contractor for performance of the agreement; and breach of contract by any essential personnel;
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information Sharing Protocol”	means the process detailed in Schedule 2 to be adhered to by the Parties when sharing information, including Personal Data as defined in the Data Protection Act 1998,
“Intellectual Property”	means copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual

property rights, in each case whether registered or unregistered.

“Losses” means all losses suffered in relation to all actions, proceedings, costs, claims, demands, liabilities, losses and expenses incurred by a Party.

“Necessary Consents” all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the delivery of the Project.

- 1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.7 A reference to writing or written includes fax and e-mail.

2. **AGREEMENT**

- 2.1 The Parties have agreed to work together to deliver the Project on the terms of this Agreement to fulfil the Goals and Objectives as set out in Schedule1.
- 2.2 The Parties wish to record the basis on which they will collaborate with each other in relation to the establishment and delivery of the Project. This Agreement sets out:-
 - (a) The roles and responsibilities of the Parties in respect of the delivery of the Project;
 - (b) The governance arrangements for provision of the Project.

3. **TERM**

- 3.1 This Agreement shall take effect on the Commencement Date and shall continue until **31st March 2022** unless extended by the Parties by agreement or until such time as the Agreement is terminated in accordance with clause 14.

4. **CONSENTS AND DUE DILIGENCE**

- 4.1 The Parties shall ensure that all Necessary Consents are in place to provide the Project and each Party shall provide evidence of the same to the other on request.
- 4.2 Subject to clause 4.3 below where there is any conflict or inconsistency between the provisions of the Agreement and the requirements of a Necessary Consent, then the latter shall prevail and the Agreement shall accordingly be varied to be consistent with the Necessary Consent.
- 4.3 Where there is a conflict or inconsistency between this Agreement and any Necessary Consent that impedes the provision of the Project the matter shall be raised with the Parties or their representatives for immediate resolution.

5. **ROLES AND RESPONSIBILITIES OF SC AND MCC**

- 5.1 SC will support the delivery and operation of the Service Level Agreement by providing a Cleansing Operative to carry out the work consistent with the cleansing requirements of the MCC area and the strategic priorities of the SC Parks & Cleansing Department. The Cleansing Operative will be employed by SC and will be seconded to work within the agreed boundaries of the MCC ward and on routes/projects agreed by SC and MCC. SC will retain all employment responsibilities for the Cleansing Operative.
- 5.2 Direct supervision of the Cleansing Operative will be undertaken by the Parks and Cleansing, SC, but the strategic management will be jointly undertaken by a representative of the MCC and the Team Leader – Cleansing Strategy/Operational Area Manager (Cleansing).
- 5.3 SC will undertake relevant employment methods, induction, H&S training, on the job training, staff appraisals and manage any personnel issues e.g. grievance.

- 5.4 In case of sickness, annual leave or other circumstances SC will ensure that this post is filled where operationally possible. Where this is not possible, SC will keep a record of attendance and MCC will only be invoiced for the total time worked by the Cleansing Operative over the defined period.
- 5.5 The Cleansing Operative will undertake high visibility patrols throughout the designated areas, between **7am and 3pm on Tuesdays and Fridays only** (total of 15 hours). The MCC Coordinator (Council Clerk) will be notified immediately of any changes to the rota.
- 5.6 Joint briefings may be undertaken by the Team Leader – Cleansing Strategy/Operational Area Manager (Cleansing) and the MCC coordinator as and when deemed necessary. Cleansing priorities and progress reports may be discussed at such briefings as appropriate.
- 5.7 The Cleansing Operative will be tasked with responding, where possible, to calls received from the MCC Coordinator via the agreed communications system and protocol.
- 5.8 SC will provide a generic email for the MCC to report cleansing issues. SC will manage all aspects of the administration of this reporting mechanism, including answering, logging details, prioritising, communicating the report to the Working Supervisor, calling back the MCC coordinator where necessary.
- 5.9 The MCC will initiate and maintain the communication within the MCC Ward in order to raise awareness of the initiative where appropriate.
- 5.10 The SC, in conjunction with MCC, will manage the initial and on-going publicity for the initiative, outlining its successes.
- 5.11 The MCC will be responsible for providing SC with the MCC logos and designs for publicity. SC will ensure that the Personal Protective Equipment (PPE) for the Cleansing Operative will be jointly branded with the MCC logo. SC will ensure that all equipment, including carts and motorised Cleansing vehicles will also be branded with the MCC logo where possible.

6. **RESOURCES**

- 6.1 The MCC will provide funding, initially up to 31st March 2022 starting from 9th November 2021 for the employment of one Cleansing Operative, at an annual

cost of **£16,420**. If the initiative is successful, the funding will be provided on a six-month basis thereafter as agreed with SC and the MCC.

- 6.2 SC will be responsible for providing invoices. The invoices will cover six monthly periods commencing 1st April 2022 and issued four weeks after the completion of the six-month period. Further invoices will be issued at six monthly intervals i.e. 1st October. The amount payable to SC will increase annually in line with the rate of inflation. The annual increase for inflation will be zero if the rate of inflation is zero or negative but will need to take into account any national pay awards (if applicable) irrespective of the rate of inflation.
- 6.3 If it is agreed to extend the partnership beyond 31st March 2022, invoicing will take place in arrears and at six monthly intervals taking account of paragraph 5.4 above.
- 6.4 SC will provide all the necessary equipment, PPE and resources, training and supervision for the Cleansing Operative.

7. INTELLECTUAL PROPERTY

- 7.1 Any Intellectual Property created through the establishment and running of the Agreement shall vest in SC. This shall include but is not limited to processes, procedures, methodology and manuals.
- 7.2 SC shall grant to MCC an irrevocable licence to use that intellectual property for the purposes of providing the Cleansing Operative.
- 7.3 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Parties.

8. ANTI-BRIBERY

- 8.1 For the purposes of this clause 8 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 8.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
 - (a) all of that party's personnel;
 - (b) all others associated with that party; and

- (c) all of that party's subcontractors;

involved in performing the Contract so comply.

8.3 Without limitation to clause 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

8.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 8.

9. **ANTI-SLAVERY**

9.1 The Contractor undertakes, warrants and represents that:

- (a) Neither the Contractor nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the modern Slavery Act 2015; or
- (b) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (c) It shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
- (d) It shall notify the Authority immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Contractor's obligations under clause 9.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations.
- (e) Any breach of clause 9.1 by the Contractor shall be deemed a material breach of the Contract and shall entitle the Authority to terminate the Contract with immediate effect.

10. **FORCE MAJEURE**

- 10.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- (a) promptly notifies the other of the Force Majeure event and its expected duration; and
 - (b) uses best endeavours to minimise the effects of that event.
- 10.2 If, due to Force Majeure, a party:
- (a) is or shall be unable to perform a material obligation; or
 - (b) is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days;
- 10.3 the other party may, within 30 days, terminate the Contract on immediate notice OR the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

11. **MONITORING AND ESCALATION**

- 11.1 If a Party has any issues, concerns or complaints about the cleansing operative, or any matter in this Agreement, that Party shall notify the other Party and they shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Heads of Service/Chief Executives of each Party for resolution.
- 11.2 Subject to the provisions of clause 16 where any Party receives any formal inquiry, complaint, claim or threat of action from a third party including, but not limited to, claims made by a supplier or requests for information made under the FOIA in relation to the Agreement, the matter shall be promptly referred to both Parties. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Agreement, without the prior approval of the Heads of Service/Chief Executives of each Party.
- 11.3 If either Party believes that the Agreement is not performing or delivering as expected then this will be discussed with a view to establishing how to make good the perceived deficiencies or shortcomings, renegotiating the commitments or ending of the Agreement and associated funding.

- 11.4 SC will provide performance management information from its computerised databases where possible and any other information relating to the cleanliness in the MCC Ward as reasonably required and subject to availability/resource.
- 11.5 If required the MCC will be responsible for implementing customer surveys gauging public perceptions of the initiative.

12. **VARIATION**

This Agreement, including the Schedules, may only be varied by written agreement of both Parties to this Agreement.

13. **LIABILITY AND INSURANCE**

- 13.1 Each Party shall notify the other within 10 days of any claims received in respect of the Project.
- 13.2 To the extent such matters are not covered by the insurance arrangements that the Parties are required to put in place or the Losses sustained fall below the policy excess level, the Parties agree to contribute to such Losses equally, save where such Losses are caused by an unauthorised or negligent act or omission or breach of this Agreement by a Party, wherein the Party responsible shall be liable for all Losses.
- 13.3 All costs incurred as a result of employer liability claims will be met by the employing party in respect of those members of staff whom it employs. The employing Party is to maintain employers liability insurance in respect of its staff employed in the delivery of the Project.
- 13.4 The provisions of this Clause shall survive termination.

14. **WITHDRAWAL AND TERMINATION**

- 14.1 Subject to clause 14.3 below either Party may decide to withdraw from this arrangement.
- 14.2 If the Parties agree that the Agreement should be terminated, then the Parties shall allow a reasonable period in order for the Parties to wind down the Project whilst continuing to comply with their statutory requirements.

14.3 If any Party wishes to withdraw from this Agreement it must notify the other Party by giving not less than thirty (30) days' notice in writing of its intention to withdraw.

14.4 If either Party is in breach of its obligations under this Agreement and where such breach is capable of remedy, it is not remedied within the timescale specified by the non-defaulting Party, then the non-defaulting Party may terminate this Agreement forthwith.

15. **CONSEQUENCES OF WITHDRAWAL OR TERMINATION**

15.1 Unless otherwise agreed by the Parties:-

15.2 If the termination arises as a result of the circumstances set out in clause 14.4 then the Party in default shall be liable for all Losses incurred by the other Party.

15.3 In all other circumstances, the Parties shall each remain responsible for their own losses and liabilities arising as a result of the withdrawal or termination.

15.4 This clause together with clauses 13 and 16 shall survive the termination of this Agreement.

16. **GENERAL DATA PROTECTION REGULATOIN AND FREEDOM OF INFORMATION**

DATA PROTECTION

16.1 Both Parties shall comply with the notification requirements under the Data Protection Act ("**DPA**") and ("**GDPR**").

16.2 Both Parties shall duly observe their obligations under the DPA which arise in connection with this Agreement and further agree to be guided by the Information Sharing Protocol detailed in Schedule 2 to this Agreement.

FREEDOM OF INFORMATION

Notwithstanding their duties under clause 11.2, the Parties acknowledge that SC is subject to the requirements of the FOIA, EIR and GDPR, should the

request relate to the Agreement, shall assist and co-operate with each other to enable SC to comply with disclosure requirements under the FOIA as relevant.

17. **WELSH LANGUAGE POLICY**

Where the Project includes or relates to the provision of services or written materials (including signage and information published on-line) in Wales, they must be provided in such a way as to not treat the Welsh language less favourably than English, in line with the Welsh Language Measure (Wales) 2011.

18. **COMPLAINTS**

All complaints relating to the conduct of a member of staff employed in the delivery of the Project shall be referred to the relevant employing Party who shall deal with that complaint in accordance with their internal policies. Each Party agrees to notify the other of any complaints received relating to the delivery of the Project.

19. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English and Welsh law and, without affecting the escalation procedure set out in clause 8 each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed

Swansea Council – Authorised Signatory

Mumbles Community Council – Authorised Signatory

SCHEDULE 1 – GOALS AND OBJECTIVES

1. Employment of one Cleansing Operative to work within the agreed boundaries of the MCC Ward at agreed times under the terms of the partnership.
2. To provide an effective and efficient communication mechanism between the MCC and the Operational Area Manager (Cleansing)
3. Improve response times to cleansing issues occurring in all of the MCC Ward.
4. To facilitate the communication of the MCC cleanliness priorities (e.g. litter picking, programmed/project works) and the provision of a rapid response capability.
5. Development of an effective working partnership that enables rapid response to MCC cleaning issues and a proactive approach in the management of cleanliness within the MCC Ward.

SCHEDULE 2 - INFORMATION SHARING PROTOCOL

In this Schedule the following definitions shall apply:

Data Controller: shall have the same meaning as set out in the Data Protection Act 1998.

Data Processor: shall have the same meaning as set out in the Data Protection Act 1998.

Data Protection Legislation: the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Subject: shall have the same meaning as set out in the Data Protection Act 1998.

Personal Data: shall have the same meaning as set out in the Data Protection Act 1998.

Process: has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing.

Staff: means all persons employed by the Parties to perform its obligations under the Agreement.

1. PROTECTION OF DATA

- 1.1 This Schedule aims to clarify each Party's duty when receiving Personal Data from the other Party.
- 1.2 With respect to the Parties rights and obligations under this Agreement, the Parties agree that each Party is the Data Controller in respect of work undertaken in delivering the Services and that if such Data is passed to the other Party that Party will be regarded as the Data Processor.
- 1.3 Each Party that acts as Processor shall:
 - (a) Process the Personal Data only in accordance with instructions from the Data Controller;
 - (b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Service or as is required by law or any regulatory body;
 - (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

- (d) obtain prior written consent from the Party in order to transfer the Personal Data to any affiliates for the provision of the Service;
- (e) ensure that all Employees required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
- (f) ensure that none of the Employees publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller;
- (g) notify the Data Controller (within five Working Days), if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data; or
 - (ii) a complaint or request relating to the Party's obligations under the Data Protection Legislation;

In relation to (g) (i) the Data Processor shall provide the Data Controller with the personal data it holds in relation to a Data Subject (within timescales required by the Data Processor). In relation to (g) (ii) the Data Processor shall provide the Data Controller with full co-operation and assistance in relation to any complaint or request made.

- 1.4 Each Party shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its applicable obligations under the Data Protection Legislation.
- 1.5 Each Party agrees that if a data subject access request is received then the Party which is deemed to be Data Controller shall be responsible for all expenses relating to such request.

2. **DATA STORAGE**

- 2.1 The Parties shall be responsible for adequately storing data relating to the Services in accordance with the Data Protection Act 1998.

Proposal Form 2021/22

TITLE	Together for Our Planet application											
PROPOSER	Rebecca Fogarty											
PROPOSAL	Propose MCC apply to the National Lottery Community Fund's 'Together for Our Planet' to introduce a deposit return scheme for reusable takeaway containers at local businesses											
SUMMARY	<p>The opportunity has arisen to apply for up to £10,000 for a project that supports the development of longer term climate action within communities. Building on the successes so far of the Plastic Free Mumbles initiative, this proposal aims to further reduce waste of single use plastics by working with takeaway businesses to introduce a deposit return scheme which will encourage residents and visitors to opt for a reusable container instead. This has proven very successful in Mold, where a similar scheme recently won an award for its efforts (https://moldplasticreduction.org/mold-award-makes-history/).</p> <p>The funding application will include the costs of reusable containers to be supplied to businesses who sign up, promotional materials, and a project manager to work with businesses to understand their requirements, ensure all food hygiene measures can be met, and to effectively promote the scheme to ensure take up.</p> <p>Although the funding application has not yet been drawn up in detail, and therefore some things are subject to change, further information is available in the pack accompanying this proposal.</p>											
PERMISSIONS	No permissions required											
POWERS	Well-being, Local Government Act 2000 s.2 - Power to do anything which the council considers likely to achieve the promotion or improvement of the economic, social or environmental wellbeing of the area											
COSTS	Costs of proposal	No funding required from MCC budget								£0		
	Annual Costs									£0		
TIMELINE	2022 APR MAY JUN JUL AUG SEP OCT NOV DEC									2023 JAN FEB APR		
COMMUNITY PLAN	1.4 -	Develop support for small businesses										
	4.3 -	Reduce Waste										
	4.4 -	Support and augment community environmental efforts										

**GOALS OF
WELL-BEING
ACT****WAYS OF
WORKING****OTHER**

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Proposal Form 2021/22

TITLE	Langland Courts Booking Rules		
PROPOSER	Rebecca Fogarty		
PROPOSAL	To implement a booking system for the three courts at Langland, subject to the following conditions		
SUMMARY	<p>MCC wishes to understand the demand for the three courts at Langland, both in terms of what times they are popular, and what sports are required. We also wish to ensure that long-term investment in the maintenance of the courts is secured, so that they remain in good condition. Therefore, the following are proposed:</p> <ul style="list-style-type: none"> • That any revenue generated is ring-fenced for the ongoing maintenance of the courts • That costs to players remain at a minimal amount to ensure there is no financial barrier to play • That booking remains free for under 18s and holders of the Passport to Leisure, as a minimum • That the following booking rules are implemented, and reviewed in a maximum of 12 months to assess effectiveness of the booking system, and to use the data collected to fine-tune the booking rules to maximise use of the courts (MCC reserves the right to review these rules sooner if it becomes apparent that there are issues): <ul style="list-style-type: none"> ○ Courts are bookable by individuals for casual play for a cost of £2/hour, up to 4 weeks ahead ○ Players eligible for free play are able to book up to two hour-long sessions a week, after which point they will be charged the standard rate ○ Coaches are able to book courts up to 12 weeks ahead, and will be charged £5/hour ○ MCC reserves the right to make the courts unavailable for events • That the booking system is implemented as soon as possible, regardless of any decision made on the installation of a lockable gate system, and the effectiveness of the booking system is reviewed within 12 months, as above. 		
PERMISSIONS	Permission to be confirmed from the landlord, Swansea Council		
POWERS	Using the powers to provide and contribute to a wide range of recreational facilities under the Local Government (Miscellaneous Provision) Act 1976, s.19		
COSTS	Costs of proposal	Maximum of £360 + VAT but would be cheaper if we can satisfy the requirements of becoming a registered venue with the Lawn Tennis Association. Trial of Clubspark for three months offered for free	£360

Annual Costs	Maximum of £360 + VAT, as above	£360
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TIMELINE

2022								2023			
APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	APR

COMMUNITY PLAN

3.2 -	Make public spaces more fun
6.2 -	Enhance play facilities across the area
6.3 -	Support and develop a range of youth facilities

GOALS OF WELL-BEING ACT

						
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WAYS OF WORKING

						
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OTHER

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Mumbles Community Council Grants Policy (Changes highlighted in yellow)

1. General

1.1 Mumbles Community Council agreed increased funding in April 2018 to help responsible and properly constituted organisations both improve existing and potentially create new facilities and events.

1.2 Following the adoption of our Community Plan, our Grants Scheme is being reviewed to:

- a. Increase the number of applications we receive, and the diversity of organisations and projects we are able to support.
- b. Continue to improve the quality of applications we receive to assist our decision-making.
- c. Encourage more partnership working with grant beneficiaries, to ensure value for money and enable us to communicate with residents about the impact of our grants.

1.3 The underlying principles in considering support for any applications will remain that they are beneficial to all our residents and, with medium and large grants in particular, that they will be of benefit to future generations.

1.4 All applications will need to contribute to delivering one of the following outcomes from our Community Plan:

- a stronger local economy
- fewer transport issues
- an improved built environment and public realm
- a cleaner and better maintained local area
- a more sustainable local area
- improved community assets and activities
- reduced isolation of older people
- increased visitor numbers (primarily off season)

1.5 Your application will need to demonstrate how your proposed project will contribute to one of these outcomes. For example, it will not be sufficient to say that you wish to apply for £500 for sports equipment. You will need to outline how the use of sports equipment will lead to one of the outcomes e.g. improved community assets and activities.

1.6 For medium and large grants you will be required to submit:

- ✓ the most recent income and expenditure account or in the case of a new venture/initiative a fully costed current plan with financial information
- ✓ a copy of the last 3 months' bank statements.
- ✓ a copy of the Constitution or rules of the organisation
- ✓ If contractors are used for any work, MCC will require organisations to provide written estimates
- ✓ details of any additional funding secured or applied for, as well as any fundraising carried out.

1.7 In considering such applications the Council will be particularly concerned that the organisation applying has the ability to operate and manage the facilities in a financially sustainable manner without requiring contributions towards running costs from MCC.

2. Eligibility

2.1. In order to qualify for a grant the organisation must:

- ✓ Either be based in the MCC area or be directly supporting and benefitting residents of that area
- ✓ Be a not-for-profit company or association, OR a charity or company with charitable aims, OR a constituted community or voluntary organisation
- ✓ Applications from commercial organisations will only be considered if tied in with legally binding terms to the provision of specific activities of community benefit agreed with MCC.
- ✓ Have a bank account specifically for the organisation. No monies can be paid into personal bank accounts.

2.2 There are four types of grant, small, medium and large grants, and ongoing funding.

	Amount	Deadline	Purpose	Link to application
Small	Up to £1000	Available throughout the year	Intended for short-term projects or one-off events that meet an immediate need against one of the objectives of our Community Plan	https://www.surveymonkey.co.uk/r/FC9MR9L
Medium	Up to £5000	Available throughout the year	Intended for longer term investment in local facilities, equipment or larger-scale events that demonstrate impact against at least one of the objectives of our Community Plan	tbc
Large	Over £5000	Applications must be received by 31 st October	Intended for strategic partnerships that meet more than one of the objectives in our Community Plan and will safeguard, maintain or develop a significant community asset of benefit to the whole of the MCC area.	Applicants should discuss their application with MCC prior to submitting and can discuss any need for ongoing subsidy that consistently meets our aims and objectives. Please contact the Clerk to discuss via council@mumbles.gov.uk

Ongoing	Up to £5000 for up to 3/5 years	Applications must be received by 31 st October	Intended to support ongoing activities that meet the objectives of MCC and deliver an ongoing service for residents.	Please contact the Clerk to discuss via council@mumbles.gov.uk
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3. Restrictions

3.1 Normally MCC's contribution in response to applications for medium and large grants will not exceed 50% of the total cost of the project. Therefore you will need to demonstrate that you have sought other funding elsewhere. MCC reserves the right to exceed this proportion of the total cost of the project if exceptional circumstances can be clearly demonstrated. **This restriction does not apply for small grants.**

3.2 Volunteer time put into delivering the project can be counted towards the organisation's financial contribution.

3.3 In respect of grant applications to support our local schools these must come from the School's PTA and cannot duplicate any statutory provision from the Local Education Authority.

3.4 National appeals are, with limited exceptions, outside the scope of MCC's grant scheme.

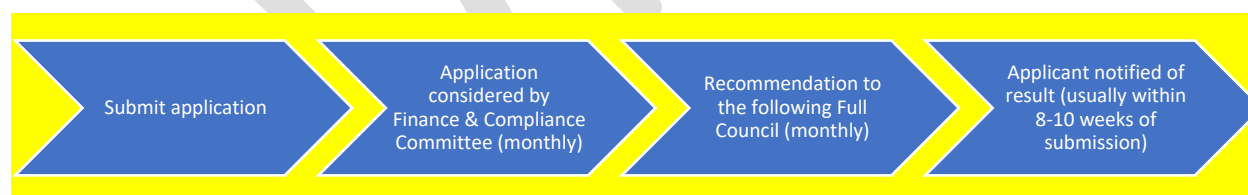
3.5 At present, the Council is prevented by statute from giving financial assistance to individuals.

3.6 Grants will not be made for any monies already spent prior to any application being considered by MCC.

3.7 Organisations are not restricted to the number of grant applications they may submit to the Council during any year. However, the history of previous applications may be considered in the decision making process.

3.8 The award of a grant in one year or period does not set a precedent for any subsequent applications.

4. Application Process



4.1 After an application is submitted, we might request additional information or clarification. This may lead to a short delay in reaching a decision but we will endeavour to keep this delay to a minimum.

4.2 Applicants will be advised whether their application has been successful only after the Full Council has considered the application following a recommendation from the Finance & Compliance Committee.

4.3 Successful applicants will be sent a terms letter for signing. Only on satisfactory completion of all the conditions specified will a cheque be issued and sent to the applicant.

4.4 Grants should be spent for the purpose and on the project/activity for which they were given and the Council must receive due recognition and advertisement of any grants awarded. Such recognition will include prominent display of the MCC logo on all paperwork and publicity and state that the event/project has been supported by Mumbles Community Council. Where equipment or facilities have been provided a plaque must be prominently displayed indicating the support of MCC.

4.5 Organisations receiving grants are required to provide the Council with a written report within one month of completion of their project or as detailed in their terms letter. The report should detail how the funds were spent and how residents of Mumbles are benefitting. All relevant invoices should be attached as an appendix to the report. The report may also be included in the Council's newsletter or however the Council wishes to use it. Organisations receiving grants may also be invited to give a presentation to the Committee or Council.

4.6 If contractors are used for any work, the Council will require organisations to provide a certificate from a suitably qualified person that the works have been carried out in a satisfactory and workmanlike manner.

Specific Conditions for Large Grants (to be discussed with applicants prior to submission of application)

5.1 Large grant applications should aim to build a strategic partnership between MCC and the applying organisation. This may be to safeguard a significant community asset in the Mumbles area, maintain a community group or activity or establish a facility of benefit to Mumbles residents.

5.2 Large grants should be factored into the MCC budgeting as part of the annual budgeting process, and may be planned over more than one year. The funding awarded should not come out of the general grants budget, except for in exceptional circumstances e.g. unforeseen underspend. For this reason, there is an annual deadline of 31st October for grant applications to be finalised and submitted so that Council can consider their merits as part of the overall budgeting process.

5.3 A detailed business plan will be required that clearly demonstrates the ability of the organisation to deliver the proposed project and the rationale for the facilities specified in the application (through, for example, SWOT analysis). Specifically, it should clearly demonstrate that the income generated by the new/improved facilities will cover the revenue costs of such use. Detailed estimates of hours of use and the pricing policy for such use should be included, alongside information about any similar facilities in the catchment area. MCC will be able to provide exemplars of appropriate business plans and to provide advice if required.

5.4 For applications for capital expenditure, applicants will also need to provide evidence of legal ownership or a lease of at least 25 years and planning consent for any new developments.

5.5 It will be necessary to provide a copy of the tender document/specification that has been submitted and responses must be obtained from a minimum of THREE building contractors/design architects.

#118

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, November 04, 2021 1:07:48 PM
Last Modified: Thursday, November 04, 2021 2:05:29 PM
Time Spent: 00:57:41
IP Address: 86.129.135.249

Page 1: Overview

Q1

Name of Organisation

Mumbles Traders Association

Q2

Name and official position of person in your organisation to contact about this application.

Chair

Q3

Contact Information

Email Address	info@mumblestraders.com
Phone Number	07860406834

Q4

Alternative Contact Name and Position

Lara Johnson

Q5

Alternative Contact Information

Email Address	larajohnson2010@hotmail.com
Phone Number	07976843031

Q6

Name of project

Christmas Trees 2021

Q7

Amount of grant requested

£1261.20

Page 3: About the project

Q8

What is the purpose of the project? (In not more than 150 words)

To put mini live Christmas trees on Newton Road as per each year, lights and labour to put up and take down

Q9

Date / Time

21/11/2021

Start date of project

Q10

Date / Time

05/01/2022

End date of project

Q11

Who will benefit from the project?

The whole community, visitors and local businesses

Q12

How many people living in the MCC area will benefit form the project? (clearly specify estimated numbers)

6000+

Q13

How will you monitor both the numbers participating and meeting of project objectives?

Via the christmas event and public opinion

Q14

What is the total cost of the project?

£1761.20

Q15

What amount of funding are you requesting from MCC?

£1261.20

Q16

What amount of funding are you requesting from other bodies?

None

Q17

When will you hear the result of this application?

N/A

Q18

What is the amount of funding you are investing from your organisation's own sources?

£500

Q19

MCC is very conscious that any grant awarded is raised directly from householders in our area, if some of them were to say why should our money be spent on this what would your answer be? (in not more than 150 words).

It makes the area look festive and gives a feel good factor to the season especially in these difficult times.

Page 4: About Your Organisation

Q20

What is the purpose of your organisation? (in not more than 150 words - if you are enclosing a copy of your constitution and this answers this question, please note below)

Trade and tourism body for the area - added constitution

Q21

Yes

Does your organisation have a website?

Q22

If yes, please give details

www.mumbletraders.com

Q23

No

Is your organisation a registered charity?

Q24

Yes

Do you have a written constitution?

Q25

If yes, please attach copy

Mumbles_Traders_Assoc_Unincorporated_Association_20_05_20.pdf (280.6KB)

Q26

No

Can your company reclaim VAT?

Page 5: Major Capital Projects

Q27

Respondent skipped this question

Please provide a business plan to indicate that the income generated by the new/improved facilities will cover the revenue costs of such use. This business plan should include SWOT analysis and detailed estimates of hours of use and the pricing policy for such use.

Q28

Respondent skipped this question

Please provide a copy of the tender document/specification that has been submitted to three building contractors/design architects.

Q29

I confirm that

I am authorised to sign this declaration and that to the best of my knowledge all information within this application is accurate.

,

I understand that the grant must be spent for the purpose for which it is awarded otherwise it may be subject to repayment in part or in whole.

,

I accept the terms and conditions of grant.

Q30

Respondent skipped this question

I attach a copy of our most recently accounts.

Q31

I attach copies of our last 3 bank statements

MTA Statement 3 months_2021_41707917.pdf (83.6KB)

Q32

I attach all quotes/estimates that we have.

Invoice INV-910.pdf (54.2KB)

Q33

How did you hear about MCC Grants?

MCC

MUMBLES TRADERS ASSOCIATION

Transactions Upcoming payments Direct Debits Documents Account and card management

MUMBLES TRADERS ASSOCIATION
Current Account
41707917 | 23-05-80

Balance ⓘ
£683.90
You don't have an arranged overdraft

Account info
IBAN: GB69MYMB23058041707917
BIC: MYMBGB2L
Currency: GBP
Opening date: 08 Jun 2021

< June July August September October November >

You have no transactions this month

OCTOBER

Date	Details	Transaction Type	In	Out	Balance
28-Oct-21	Account Maintenance Fee			6	683.9
28-Oct-21	Transaction Charges			2.4	689.9
13-Oct-21	PRINTPARTNERS			62.12	692.3
11-Oct-21	Forest road closure	Outward Faster Payment		150	754.42
05-Oct-21	KETTLES IALL YY4 SOLO	Inward Payment	20		904.42
05-Oct-21	J R MUMBLES LIM I THE PILOT	Inward Payment	20		884.42
05-Oct-21	THE CHOICE IS YR L THE CHOICE IS YOUR	Inward Payment	20		864.42
05-Oct-21	THE ORIGINAL TRAVE TRAVEL HOUSE	Inward Payment	20		844.42
05-Oct-21	LJ LTD MUMBL LARA JOHNSON	Inward Payment	20		824.42
05-Oct-21	ATJB ROBERT JUDITH ROBERTS	Inward Payment	20		804.42
05-Oct-21	CHEERS WINE LTD CHEERS WINE MER	Inward Payment	20		784.42

SEPTEMBER

Date	Details	Transaction Type	In	Out	Balance
28-Sep-21	Account Maintenance Fee			5	764.42
28-Sep-21	Transaction Charges			2.4	769.42
13-Sep-21	PRINTPARNERS			62.12	771.82
09-Sep-21	MUMBLES CLASSIC CAR SHOW	classic car event		1050	833.94
06-Sep-21	LJ LTD MUMBL LARA JOHNSON	Inward Payment	20		1883.94
06-Sep-21	ATJB ROBERT JUDITH ROBERTS	Inward Payment	20		1863.94
06-Sep-21	KETTLES IALL YY4 SOLO	Inward Payment	20		1843.94
06-Sep-21	J R MUMBLES LIM I THE PILOT	Inward Payment	20		1823.94
06-Sep-21	THE CHOICE IS YR L THE CHOICE IS YOUR	Inward Payment	20		1803.94
06-Sep-21	THE ORIGINAL TRAVE TRAVEL HOUSE	Inward Payment	20		1783.94
06-Sep-21	CHEERS WINE LTD CHEERS WINE MER	Inward Payment	20		1763.94



DRAFT INVOICE

Paul Traders Whittaker
Attention: Mumbles Traders Association
91a Newton Rd
Mumbles
Swansea
SA3 4BN

Invoice Date
24 Oct 2020

Invoice Number
INV-910

Reference
Community

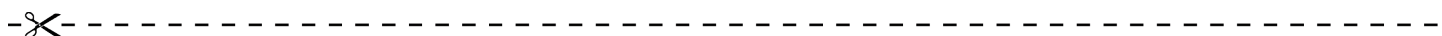
VAT Number
122467683

Robert Morgan & Sons
Limited
Gower Fresh Christmas
Trees
Poundffald Farm
Tirmynydd Road
Three Crosses
Swansea
SA4 3PB
01792 872094

Description	Quantity	Unit Price	VAT	Amount GBP
Norway Spruce 5/6ft (cost authorised by RM)	34.00	14.00	20%	476.00
Delivery/Collection TBC				
Subtotal				476.00
TOTAL VAT 20%				95.20
TOTAL GBP				571.20

Due Date: 30 Nov 2020

Please forward payments by BACS to:-
Account Name - Robert Morgan & Sons LTD
Account No: 02629690
Sort Code: 30-95-46



PAYMENT ADVICE

To: Robert Morgan & Sons Limited
Gower Fresh Christmas Trees
Poundffald Farm
Tirmynydd Road
Three Crosses
Swansea
SA4 3PB

Customer Paul Traders Whittaker
Invoice Number INV-910

Amount Due 571.20
Due Date 30 Nov 2020

Amount Enclosed

Enter the amount you are paying above