



ENVIRONMENT AND HERITAGE COMMITTEE

Members of the Environment and Heritage Committee

are summoned to attend a Meeting at 7.30pm on

Tuesday 9 June 2026

to be held at

Loughton Town Council, Council Chamber
1 Buckingham Court, Rectory Lane, Loughton IG10 2QZ

to transact the business shown in the agenda.

Mark Squire
Town Clerk
3 June 2026

Councillor C Pond (Chairman)
Councillor A Fricker (Vice Chairman)

Councillors

W Dodd
C Ubah

S Harriman
K Valentine

J Obaseki

Note to Councillors:

If you are unable to attend the meeting,
please email your apologies to the office contact@loughton-tc.gov.uk

A G E N D A

- 1 Apologies**
To RECEIVE any apologies for absence.
- 2 Declarations of Interest**
For Councillors to declare any pecuniary or non-pecuniary interest in any items on the Agenda.
- 3 Confirmation of Minutes**
To CONFIRM the minutes of the meeting held on 25 March 2026.
- 4 Public Representations**
To hear any representations from members of the public who have registered a request to address the Committee in accordance with no 5, Appendix C, of the Standing Orders.
- 5 Town Clerk's / Chairman's Report**
To report (for discussion only) on any further significant information/matters (if any) that may be of interest to Committee members.
 - The online form for supply of salt for the Salt Grit Volunteer scheme for winter 2026, has been applied for.
 - Organisation of both the Horticultural Show on 5 September 2026 and Loughton Day 19 September 2026 are on schedule. The Town Mayor has chosen Haven House Children's Hospice for his designated charity, and any proceeds raised from these two events will go to this charity.
- 6 Bench on the Corner of Church Lane / Church Hill – Min no EH192**
Quotes are being sought for the hard stand base as Essex County Council (ECC) have supplied a specific specification. Prices to be presented at the next meeting.

To receive and note
- 7 Heritage plaques – Min no EH193**
A request remains on file, from the previous financial year, for former Loughton Town Council (LTC) Councillor, Joan Davis. This request is to be reviewed again in detail alongside the Heritage Plaque criteria for reference.
 - 7.1 Existing Heritage Plaque criteria.**
Members to review (see page 6).
 - 7.2. Heritage plaque for former Loughton Town Council (LTC) Councillor Joan Davis**
See attached email information from Joan Davis's daughter and Cllr Murray from May 2024 onwards (page 7).

Members to review
- 8 Allotments**
Willingale Road Allotments
 - 8.1 Allotments Report**
See pages 8 – 9.

Members to receive and note

8.2 Updated Management policy

Members to review. See pages 10 – 14, changes in red.

8.3 Updated Tenancy Agreement

Members to review. See pages 15 – 19, changes in red.

8.4 Allotment Site Camera (CCTV & Wildlife Camera Policy (Draft))

Members to review. See pages 20 – 21.

8.5 Willingale Road Allotments – WhatsApp Group Policy (Draft)

Members to review. See pages 22 – 24.

Roding Road Allotments and Leisure Gardens Association (RRALGA)

8.6 RRALGA

The Town Clerk and RRALGA are currently reviewing a new lease/management agreement.

To receive and note

General

8.7 National Allotment Society Launches First Nationwide Audit of UK Plots in 30 years

See article below recently seen on the Society of Local Clerks (SLCC) circular

The National Allotment Society (NAS), the national membership organisation for allotment holders, is undertaking a survey of local authorities to establish a clear and up-to-date national picture of allotment provision, demand, and management. The survey – the first of its kind in 30 years – will provide vital, evidence-based data to enable local authorities, planners, and policymakers to shape planning and provision to meet future demand for growing space. Since the last NAS audit in 1996, the UK has seen significant changes in population, urban development, and land availability. Since the COVID-19 pandemic, there has also been increasing public interest in etc

9 Loughton Wombles

See page 25.

To receive and note

10 Cemetery Matters

10.1 Tree Fall

See photos, pages 26 – 28. On Sunday morning 31 May 2026, our park warden reported that a large branch of an Atlas cedar tree had broken off and collapsed to the ground. The area was coned off by LTC staff. When the Town Clerk visited the site at noon, there was already a tree team on site, clearing the branch. Apparently this incident occurred on the prior Friday evening. A local resident had called emergency services and via a number of calls an external tree team had been called in. On the following Monday morning the tree team returned to clear all the remaining logs. A further inspection showed that no damage had been caused to the graves or headstones. There is a bill payable for £1,125 plus VAT which appears reasonable. This tree was one of the trees included in the existing tree survey, where work was due to be carried out.

The Town Clerk will provide further background information.

To receive and note

10.2 Cemetery – bin relocation

The bin at Colebrook Lane playground is very regularly overflowing, officers suggest moving the bin which is located in the Cemetery next to the noticeboard to outside Colebrook Lane playground. There is another bin close by at the Cemetery so this would be a useful reorganisation at no cost other than our Maintenance person's time moving and securing it in place. See photo attached page 29.

Members to review

10.3 Memorial Testing Cemetery – Min no EH196.3

The Town Council's grave digging contractor has now completed the necessary qualifications to carry out memorial testing. The testing work will commence soon, and a further report will be presented at a future meeting.

To receive and note

10.4 St Johns Churchyard

Qualis are no longer contracted to cut the grass in St Johns church graveyard, in which event it is very overgrown. We have received complaints / concerns from residents and families who get confused by the cemetery and graveyard being one entity. Officers suggest signage on the path which leads from the churchyard into Loughton Cemetery saying "Welcome to Loughton Town Council Cemetery"

Members to review and agree



11 Tree Survey – Min no EH198

The necessary tree works required following the tree survey have been completed at Willingale Road allotments at a cost of £1,670 + VAT. Further work will be carried out next at the LTC cemetery.

To receive and note

12 Heritage Lamp Post on School Green – Min no EH199

The City of London Corporation have provided a wayleave (at no charge) for LTC to install posts to prevent vehicles driving over the turf by the heritage lamp post. 'Line

Search before u dig' have been contacted to ascertain any utilities underground. Also Thames Water will be contacted to carry out a search before work commences.

To receive and note

13 Christmas Lights

Our contractor Aylesford Electrical have suggested clients arrange an Electrical Installation Condition Report (EICR) as they saw a number of clients experience issues with their electrical infrastructure last year. This level of testing should be carried out annually. This is in line with ILP guidance, the testing ensures compliance and reduces the risk of faults, protects the public and guarantees festive lighting installation operates safely and reliably. The cost of which is £4,293.75 + VAT. This item has not been budgeted for. N.B. members have already agreed to partially extend the Christmas lights towards the Traps Hill end of Loughton High Road.

Members to review and agree a way forward

14 Christmas Windows Competition 2026

Businesses are split into four classes of entry – local/independent businesses, multiples/chain stores, charity shops and eateries. All Christmas-themed shop windows are automatically eligible for this ever popular competition. Judging is undertaken by the Town Mayor, assisted by two fellow Councillors (last year Cllrs Stephen Harriman and Wendy Dodds assisted).

Each of the category winners receive a laminated certificate, along with an engraved cup (to keep for 11 months), and the Town Council donates £75 to each winner's chosen charity. Runners-up and highly commended entrants receive laminated certificates.

(An article will be included in Think Loughton's autumn issue promoting the event. Volunteers will be required to distribute the promotional flyers for this year's competition, and two councillors will be required to assist the Town Mayor for the judging – which takes place the first week of December).

The Committee is asked to consider if it wishes to continue with this format for this year's competition?

Members to review and agree a way forward

15 Part night to all night street lighting – Min no EH172

Members wished to revisit this summer. Costs for reprogramming all night lighting (dusk to dawn) in Loughton, circa £10,089. A formal 4 year agreement via Epping Forest District Council (EFDC) would be required.

Members to review and agree a way forward

16 Love your Bus Grant – Min no EH181

See report and draft document pages 30 – 49.

The draft contract has been received from Mr Poulter at 'Transport made Simple'

The Town Clerk will provide further background information.

Members to review and agree a start date

17 Proposal for Zebra Crossing Oakwood Hill (Roding Valley Recreation Ground River Way entrance)

See resident's request page 50.

Members to review the request

- 18 Financial Position**
Current Financial Position
See pages 51 – 52.

- 19 Environmental Issues**
This agenda item provides an opportunity for the Committee to discuss concerns and improve the ambience and environment of Loughton by tackling adverse factors and promoting positive ones.

The methodology agreed is as follows:

Councillors should send to the Town Clerk at least 14 days before the meeting a statement of what the eyesore is, its exact location, its ownership, if known, and the desired course of action. Members would discuss the matter, come to a conclusion, and then the Clerk would write to the responsible body outlining what the Town Council would like to see done. If no action were taken, the matter could be publicised and revisited at a subsequent meeting.

- 20 Future Work of the Committee**
The opportunity for members to suggest topics to be considered by the Committee at a future meeting, subject to the Committee's agreement.

Mark Squire
TOWN CLERK
3 June 2026

Agenda item 7.1
Heritage plaque – Existing Criteria



LOUGHTON TOWN COUNCIL
CRITERIA FOR GRANTING HERITAGE PLAQUES

1. In the case of a single person
 - 1.1 If the person was eminent in his or her field and is listed in appropriate general national biographical sources for the period; for instance, the Dictionary/New Dictionary of National Biography, Who's Who/Who Was Who, Men and Women of the Time, the Times Obituary, or recognised specialist biographical sources, and had a significant connection with one or more places in Loughton, such as a residence of five years, place of birth, place of business etc.,

OR
 - 1.2 if the person made a definite contribution to the history of Loughton, does not appear in the relevant national sources but had a significant connection with one or more places in Loughton, such as a residence of five years, place of birth, place of business etc.
2. In the case of an event If it was of considerable importance in the history or development of the town.
3. In the case of a building If, unconnected with an important person, the building was significant in the history or development of Loughton, or is of great antiquity, or of particular architectural importance.

Please note: Proposals will not be considered for the commemoration of individuals still living.

Agenda item 7.2

Heritage plaque – Request for former LTC Councillor Joan Davis

POSSIBLE BLUE PLAQUE – Joan Davis

From Sent: Monday, May 27, 2024 11:46 AM

Good morning,

Now the dust has settled after the election, here is some information for you. We are able to provide more information if you require it.

Councillor Joan Davis – statement to support a blue plaque

Born 26th August 1927 in Holland Park, W.11. Died 12 July 2014 in Harlow.
Joined the Labour Party at age 16, and remained a member until her death.
Member of EFDC from 1973 to 1976, then from 1979 to 2006.
Chairman of EFDC 1994-95
Founding member of Loughton Town Council from 1996 to 2008.
Chairman of Loughton Town Council 2002-03
School Governor for many years serving different schools.

From: Cllr. Stephen Murray <CllrStephenMurray@loughton-tc.gov.uk>
Sent: Friday, June 06, 2025 14:58
To: Mark Squire <Mark.Squire@loughton-tc.gov.uk>
Cc: Cllr. Chris Pond <CllrChrisPond@loughton-tc.gov.uk>; Cllr. Alan Fricker <CllrAlanFricker@loughton-tc.gov.uk>; Cllr Chris Pond <loughton_ponds@hotmail.com>; Debra Paris <Debra.Paris@loughton-tc.gov.uk>
Subject: HERITAGE PLAQUE REQUEST

Dear Mark

Having just received and read the new Environment and Heritage Committee agenda I would like to request a copy of the nomination for a heritage plaque submitted by Lindsey Coates for the late Councillor Joan Davis (Lindsey being Joan's youngest daughter).

I assume this nomination is under part 1.2 of the scheme's criteria which reads as follows ;

1.2 if the person made a definite contribution to the history of Loughton, does not appear in the relevant national sources but had a significant connection with one or more places in Loughton, such as a residence of five years, place of birth, place of business etc

Many thanks Stephen.

Agenda item 8 – Allotments
8.1 – Willingale Road Allotments Report

Current Situation

All plots are now occupied. An inspection was carried out on Wednesday 6 May and multiple tenants were contacted that had not started cultivating and letting them know I need to see progress by June, or further action will be taken. There are currently eighteen people on the waiting list (this includes existing tenants wanting a second plot or shed plot).

The maintenance person had begun repairing and installing the fencing around the perimeter of the allotment site. This is an ongoing project and will help make the site more secure for everyone.

Recent Incident Report – Allotment Site (9 April 2026)

An incident occurred on 9 April 2026 and was brought to my attention via email on 14 April 2026. Video footage provided by a tenant (of plot number 20), captured on a wildlife camera, appears to show an individual (of plot number 37) entering their plot without permission and removing a can of petrol.

Given the seriousness of the allegation and the existence of video evidence, I sought external advice from Mr Ray Howes of the National Allotment Society. Mr Howes advised that, where clear video evidence indicates unauthorised removal of property, this may constitute theft and a serious breach of tenancy conditions. He noted that such a breach could justify immediate termination of the tenancy agreement, depending on the Council's assessment, and without necessarily issuing a prior formal warning. He further recommended that the individual concerned be given the opportunity to view the footage and provide an explanation, and suggested that the matter be referred to the Council for consideration.

Following this advice, the tenant in question was contacted in writing and informed that the Council had received a report supported by video evidence. They were invited to provide any comments or explanation, and advised that the matter would be referred to a Council meeting for determination. The reporting tenant was also updated and advised that they may wish to report the matter to the police.

Subsequently, the Council received contact from the tenant concerned, who stated that they believed they had permission from the previous plot holder to remove the item (the previous tenant vacated on 17 October 2025). This matter was also raised at a recent allotment meeting, where the tenant expressed dissatisfaction with the handling of the situation and suggested that a joint discussion should have been arranged and the police did not need to be involved. It was clarified that any permission granted by a former plot holder would not be valid once the tenancy had ended, and that, due to the nature of the allegation, it was appropriate to advise that the matter be reported to the police.

Recommendation

Members are asked to review the information provided, consider whether a breach of tenancy has occurred, and agree on appropriate next steps.

Recent Allotment Meeting

An allotment meeting, open to all tenants, took place on Tuesday 19 May. The purpose of the meeting was to review progress and updates since the last meeting. An agenda was followed, and notes were written up afterwards, which can be shared with anyone interested. It was agreed that the next meeting will take place between 4-6 months to allow a smooth transition for the new Town Clerk.

Cesspit

The cesspit is continuing to be monitored.

Updated Management Policy and Tenancy Agreement

After recent issues and queries further amendments to the management policy and tenancy agreement were needed. The new sections are highlighted in red.

Annual Rent Review

The Committee is asked to consider and agree the rent increase for the period 1 September 2027- 31 August 2028 so that the required twelve months' notice can be given to all tenants. Usually, the change is based on the increase in the Retail Price Index (RPI). The current level April 2026 is 4.5%.

Recommended increase of 4.5% rounded up/down to the nearest pound. This still provides good value and remains below or comparable with neighbouring parishes.

Plot type	1 September 2026- August 2027	1 September 2027- August 2028
Full	£58.00	£60.00
Half	£39.00	£40.00
Shed	£22.00	£23.00

Members to Review and Agree.

O Drew- Office Administrator 29 May 2026

Agenda item 8.2
Updated Management Policy

**Willingale Road Allotments
Management Policy**



Introduction

The purpose of this Policy is to help provide an effective service to allotment tenants and people on the waiting list, and to be clear about what is expected of plot holders during their tenancy.

Loughton Town Council is committed to high standards of customer service. We are here to help you and will always deal with your enquiries promptly and in the best possible way. We expect the same level of courtesy from you, the tenant. It is unacceptable for our employees or councillors to be subjected to verbal abuse or physical intimidation or assault while they are carrying out their duties. We will take appropriate action against anyone behaving violently or using threatening behaviour towards our employees or councillors.

Loughton Town Council is a member of the National Allotments Society.

Loughton Town Council Tenancy Agreement

The Tenancy Agreement that a plot holder signs is a legally binding document and all clauses of the Agreement apply to the tenant.

Allotment Gardens will be let to applicants over 18 only.

A new tenant joining partway through the year will be charged an apportioned rent based on the number of full months remaining in the allotment year including the first month of occupancy.

New tenants will be required to pay a tenancy deposit of £50.00 which will be refundable should they decide to leave, and their plot is left clear of rubbish.

Allotment Facilities

The Council maintains and meets the expense of supplying water and electricity to the allotment site and reserves the right to upgrade or change that facility as necessary.

The Council maintains the structure of: the meeting room, the tearoom, the toilets and other ancillary buildings on site coming under the jurisdiction of the Council. Access to these buildings is available to tenants, who will be provided with a key. It is expected that tenants will leave these facilities in a neat and tidy condition as they would expect to find them.

The Council will endeavour to provide a secure boundary for the allotment site and reserves the right to upgrade or change that boundary as necessary.

Site Security

The Tenant will be issued with a key and must access the Allotment Site on foot. No duplicate keys shall be made. No keys shall be passed to anyone other than the Tenant, or the person authorised by the Tenant in writing, to work on his/her plot. The main access gate shall be kept closed and locked at all times for the protection of tenants and prevention of unauthorised visitors. Emergency services may be provided with keys and an emergency number to call. Please ensure that the gate is locked at all times after you enter the site.

New tenants will be required to pay a key deposit, which will be refundable when their tenancy is terminated. Under existing Council policy this was to be £30.00.

Rental Charges

12 months' notice of any rent increase will normally be given by Loughton Town Council and be included in the renewal notice of the preceding year to take effect the following year.

Notice to Quit

The Council has authority and responsibility for the giving of notice to allotment holders for non-cultivation and/or non-payment of rent. See clause 11 of your Tenancy Agreement.

In the event of a termination of the Tenancy, the Tenant shall return to Loughton Town Council any property such as keys etc made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. If, in the opinion of Loughton Town Council the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition will be charged to the vacating plot-holder.

Non-Cultivation of Tenanted Plots

Under the Terms and Conditions of the Tenancy Agreement, plot holders shall keep the plot maintained in a proper state of cultivation, fertility and in good condition.

- From September 2014 all tenanted plots will be reviewed against the requirement for a plot to be 75% cultivated, other than where possession of the plot has been taken within the last 3 months.
- Should less than 75% of the allotment plot be cultivated in any one growing year between April to September: a first letter giving the tenant 14 days to respond with a reason for the non-cultivation and a plan to bring the plot back into cultivation will be sent. Should there be no improvement within the agreed specified time period a second letter giving notice to quit the allotment plot will be served by the Town Clerk under the Terms and Conditions of the Tenancy Agreement.
- There may be times when personal circumstances mean you are unable to tend your plot. Please notify the Council at once and where possible, we will work towards a workable solution on a case-by-case basis. However, allotment plots are provided by the Council for cultivation, and should a workable solution not be found, a notice to quit will be issued and the plot re-allocated to the next person on the waiting list.
- Where a plot falls vacant because of a tenant's death the plot, if it can be shown that a member of the tenant's immediate family has been jointly cultivating it for a period of time and wishes to take on the Tenancy, may be offered to the immediate family at the discretion of Loughton Town Council.

Allocation of Overgrown Plots

The Council will not normally clear overgrown plots; cultivation is the responsibility of the tenant under legislation and under the Terms and Conditions of the Tenancy Agreement.

The plot must be cleared for cultivation between October and March.

The requirement for a plot to be 75% cultivated by September of the year in which the plot was taken will apply to plots re-allocated between October and March. However, this requirement will be waived for plots allocated between April and September.

It is expected that if an overgrown plot is allocated between April and September that it will be at least 75% cultivated by September of the following year.

Allotment Garden Inspections

A person duly authorised by Loughton Town Council may enter onto the site for inspection of allotment plots and or sheds, greenhouses and polytunnels. Full access and co-operation

must be given by the tenant. Loughton Town Council will inspect the site on a quarterly basis normally in August, November, February and May.

Management of Waiting Lists

Applicants for the waiting list will be asked to provide their name, telephone number, and home address. This information will be kept on file under the terms of the Data Protection Act and will not be passed to any third party.

Priority will always be given on the waiting list to residents of Loughton.

The waiting list will be maintained and individuals contacted at least annually to see if they still want a plot.

If a plot is offered but the individual does not take it for whatever reason, their place on the waiting list will be frozen for 12 months. After that, their name will be returned to the waiting list at the position previously held. If a second plot is offered and refused, then the individual will move to the bottom of the waiting list. If a third plot is offered and refused, then the individual will be removed from the waiting list.

No new tenant may rent more than 2 plots at this site. Where existing tenants hold more than 2 plots this will be kept under review.

All allotment management documents will be made available to those on the waiting list through one or all of the following: Council website, email and by paper on request.

Water

The Tenant shall practise sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.

The Tenant shall at all times have consideration for other Tenants when extracting water from water points provided by Loughton Town Council.

Hoses may be used on site to fill water butts or tanks on Tenants' plots. Hoses are **not** to be used for irrigation of crops.

Paddling pools are not permitted on any allotment. All fishponds or other water containers must be securely covered with netting or another suitable material to reduce the risk of drowning.

Bonfires

Bonfires are allowed only for the burning of materials from the Allotment Gardens i.e. diseased plants and dried out organic matter that will burn without smoke or hazardous residue. No bonfire may be alight other than in the 3 hours before sunset. All fires must be attended at all times and not cause a nuisance to other plot holders or neighbouring properties. They must comply with the Environmental Protection Act 1990 and the requirements of the principal authorities for this district.

All fires must be fully extinguished before leaving the site.

The Tenant shall not bring or allow to be brought onto the Allotment Site any materials for the purpose of burning such as waste.

Composting

Composting is encouraged, but in order to keep down vermin, non-vegetable food waste may not be added to compost heaps or bins.

Dogs

The Tenant shall not bring, or, cause to be brought onto the Allotment Gardens any dog unless it is held at all times on a leash and remains on the Tenant's plot only. Any fouling shall be removed and disposed of off-site by the Tenant.

Site Use and Conduct

Children are welcome on the allotment site but must be supervised at all times by the Tenant or a responsible adult authorised by the Tenant.

Ball games of any kind are not permitted anywhere on the allotment site.

The riding of bicycles, scooters, or any similar equipment is also prohibited, except solely for the purpose of entering and leaving the site.

The Tenant must ensure that all visitors and accompanying persons comply with these rules.

Livestock

Under the 1950 Allotment Act, the keeping of hens and rabbits is permitted on allotments and viewed as an allotment holder's right, so long as they are for the tenant's own use and not for business or profit. However, the Council's permission is to be sought in advance, but this will not be unreasonably withheld.

Building and Structures

Loughton Town Council does not permit glass on the allotment plots in any form, e.g. sheets, greenhouses or cold frames. We recommend polycarbonate, Perspex or other alternatives.

The use of carpets, artificial grass (astro turf), or similar non-permeable materials on plots is not permitted. We recommend permeable weed control membranes, black matting, or organic materials such as wood chippings.

The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of Loughton Town Council. Failing to do so will result in an order for the structure to be removed. Loughton Town Council will not be held responsible for loss by accident, fire, theft or damage of any tools or contents in a shed, greenhouse or polytunnel.

All sheds will be of maximum size 1.8m x 1.2m (6' x 4') and must be painted green. There is a maximum of one shed and one greenhouse per plot. The maximum size of polytunnel allowed per plot is 3m x 4m and it must have secure anchorage.

Trees

Trees are permitted but only if they are potted, have a small root system or are recognised dwarf varieties. This is to prevent excessive shading of neighbouring plots and to avoid the significant water uptake associated with larger trees, which can negatively affect nearby planting. Larger, established trees may be visible on some plots; these are historic plantings that pre-date the Council's management of the site.

Tenants must seek approval before introducing any new trees to their plot. Permitted trees must not exceed a height of 2 metres. The Council reserves the right to request the removal of any tree that breaches these conditions or causes nuisance to neighbouring plots.

Chemicals

Only commercially available products from garden or horticultural suppliers shall be used for the control of weeds, pests, diseases or vegetation, provided that the application shall not be detrimental to cultivation, or cause annoyance to adjacent plot-holders.

Chemicals must be applied in accordance with manufacturers' recommendations.

Fuel, lubricants or other flammable liquids may not be stored in any shed, except in approved containers with a maximum capacity of 5 litres for use in garden equipment. The use and

storage of chemicals must be in compliance with the Control of Pesticides Regulations Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002). This information is available on request from Loughton Town Council.

Vermin

Any incidence of vermin (e.g. rats) on the Allotment Site must be reported directly to Loughton Town Council and will be dealt with by their contracted agents.

Numbering and Noticeboards

Loughton Town Council will provide a noticeboard defining the numbers of allotment plots. The Tenant will erect a board showing the plot number in figures at least four inches high on each plot and keep it in good order to ensure it is visible at all times.

Tenants shall not erect any notice or advertisement on the Allotment Gardens. The noticeboards shall be utilised only for displaying information to tenants by Loughton Town Council.

Complaints

Loughton Town Council operates a Complaints Procedure Policy, and any disputes will be dealt with through this mechanism.

General Management

Should a current tenant wish to move to another plot on the same allotment site, the tenant will have to put his/her name down on the waiting list if a plot was not immediately available. The practice of 'plot-hopping' by current tenants is unfair to people who have been waiting for a considerable amount of time and goes against all best practice. Tenants must seek the Council's permission in this regard.

Requests from existing tenants to split their full sized plot to make two half plots in preference to moving to an existing half plot elsewhere on the site, will be accepted, but the policy will be kept under review.

When moving house, tenants are asked to notify the Council immediately so that records can be updated. An allotment tenancy should be thought of in the same way as a utility service in these circumstances. Failure to pay an invoice due to a move, or non-notification of change of address will result in a notice to quit being served on the allotment plot tenant as per the terms and conditions of the tenancy agreement.

Management of the Site

Under the provisions of the Small Holdings and Allotments Act 1908, as amended, the Council may appoint an association or body of persons ("the managers") wholly or jointly to manage the Allotment Site. If it does so, the duties, liabilities, and responsibilities of the Council will pass directly to the Managers on their appointment, save as otherwise provided in their Conditions of Appointment.

[The Management and Tenancy Agreement – last reviewed February 2026](#)

Agenda item 8.3
Updated Tenancy Agreement

TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the 1 of September 2026.

between Loughton Town Council of 1 Buckingham Court, Rectory Lane, Loughton, IG10 2QZ, ('the Council')

and

of _____ ('the tenant')

by which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at Willingale Road, Loughton and referenced as Plot in the Council's Allotment Register ('the Allotment Garden') [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the 1 day of September and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £ whether demanded or not which shall be payable in full on the 1 September and for every year after the first year of the tenancy on the 1st day of September. This rental charge includes the electricity and water supply. Refunds will only be considered in exceptional circumstances.
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers and for raising any permitted livestock, for use and consumption by him/herself and his/her family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers or any permitted livestock in the Allotment Garden.
6. The tenant shall reside within the civil parish of Loughton on the day of commencement of the Tenancy. If the tenant moves out of Loughton and wishes to keep the plot, the rent for any subsequent year will be double that stated in paragraph 3 above.
7. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to other allotment tenants nor the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden without the permission of the Council;
 - d) not bring to or keep animals in the Allotment Garden;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission;

- g) not fence the Allotment Garden without first obtaining the Council's written consent;
- h) keep every hedge that forms part of the boundary of his/her Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any fences and other gates or sheds on his/her Allotment Garden;
- i) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
- j) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and, if appropriate, planning permission; or to take, sell or carry away any mineral, gravel, sand or clay;
- k) take all reasonable precautions for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
- l) **not use, or permit the use of, the allotment site for ball games, cycling, or similar activities. Bicycles may only be used for access and must not cause nuisance, damage, or risk to others;**
- m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
- n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant;
- o) use the plot as an Allotment and Leisure Garden only (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his/her family) and for no other purpose. The Tenant may not carry on any trade or business from the Allotment site (a small amount of surplus produce may be sold as an ancillary to the provision of crops for the family);
- p) keep his/her allocated Allotment Garden free of hazards such as broken glass, scrap metal etc. No glass is permitted on site at all;
- q) make sure the maximum area for hard landscaping on a plot (e.g. patio or paths) is not more than 20% of the area;
- r) make sure the Tenant and any persons and/or children accompanying the plot-holder for the purposes of cultivation or harvesting shall not enter onto any other plot, at any time, without the express permission of that plot-holder. **All children must be closely supervised at all times and must not roam the site unsupervised.** The Tenant has full responsibility for the actions of others accompanying him/her on the site;
- s) **not remove, take, use or interfere with any produce, tools, equipment, materials, or other property from any other Allotment garden or plot at any time, without the express permission of the current Tenant, given in writing;**
- t) keep shared paths and haulage ways (roads) clear at all times;
- u) not bring on to the allotment site materials such as tyres and other similar products as these are not permissible because of potential toxicity and disposal issues;
- v) **not use carpets, artificial grass (astro turf), or any other non-permeable or non-biodegradable materials on the plot, for any purpose, including weed control aesthetic purposes. Acceptable alternatives include permeable weed control membranes, black matting, wood chippings, or other approved organic or breathable materials;**

-
- w) be charged a one-off deposit of £50 per plot, which will be returned when he/she vacates the plot, subject to it being left in a satisfactory state.
 - 8. The tenant shall observe such additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.
 - 9. Tenants must comply with any directions given by an Officer of Loughton Town Council, or other Local Authority.
 - 10. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
 - 11. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
 - 12. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. not less than three months after the commencement of the tenancy the tenant has not observed the rules referred to in clauses 7 and 8; or
 - c. the tenant lives more than one mile outside Loughton. See also point 6
 - 13. If the tenant has not abided by the rules made by the Council on allotments, the council may take back the plot concerned and may seek damages for restoring the plot to its original condition, as well as recovering any arrears of rent.
 - 14. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights shall not prejudice the tenant's statutory rights to compensation.
 - 15. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice.
 - 16. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
 - 17. Any written notice required by the tenancy shall be sufficiently served if sent by recorded delivery to or left at the party's address. Any notice to be served by the tenant shall be addressed to the Council's Allotments Officer.

This tenancy agreement must be read in conjunction with the Council's Management Policy and Data Privacy Notice.

By signing below, I agree to abide by the tenancy agreement and comply with the Management Policy. I confirm I have read and understood the Council's Data Privacy Notice.

Signed by Date

The Tenant

and

..... Date

Town Clerk, for and on behalf of the Council

Note: The tenancy is confirmed only when this document has been countersigned by the Council's Proper Officer or their representative.

For office use

Date payable		Amount rec'd	
Amount due		Date rec'd	
Name of Payer		Banking Ref:	
Cheque No		Budget code EH/WRd allot/Rent	1040/316
Budget Code: EH/receipts/key deposits	316/562	PLI	n/a



Willingale Road Allotments

 = Water Tanks



Agenda item 8.4
Allotment Site Camera (CCTV & Wildlife Camera Policy (Draft))



Loughton Town Council
Willingale Road Allotments
CCTV/Camera Policy

Allotment Site Camera (CCTV & Wildlife Camera) Policy (Draft)

1 Purpose

Due to ongoing issues with trespass, vandalism, and theft of produce, tenants are permitted to use cameras on their plots for security and wildlife monitoring. This policy ensures such use is appropriate, proportionate, and respectful of other tenants.

2 General Principle

Allotments are a shared community space. Cameras must be used responsibly and must not infringe on the privacy or enjoyment of other tenants or visitors.

3 Permitted Use

Tenants may install cameras on their plots **for the following purposes only**:

- Security (e.g. theft, trespass, vandalism)
- Wildlife monitoring

No prior permission is required **provided all conditions in this policy are met**.

However, **tenants must inform Loughton Town Council when a camera is installed** so that placement and signage can be reviewed if necessary.

4 Conditions of Use

All cameras must comply with the following:

- **Positioning:** Must be directed primarily within the tenant's own plot
- **Field of view:** Should avoid capturing neighbouring plots, paths, gates, or communal areas wherever reasonably possible
- **Audio recording:** Must be **disabled**
- **Signage:** Tenants should display a small, clear notice on their plot indicating that a camera is in use
- **Data use:** Footage must be used only for legitimate purposes (e.g. reporting incidents)
- **Data Retention:** Footage should be retained only for as long as necessary. If no incident has occurred, footage should be automatically overwritten or deleted within 28 days.

5 Privacy and Responsible Use

Tenants must not:

- Deliberately film or monitor other individuals or plots
- Use cameras in a way that could be seen as intrusive or excessive
- Share footage with other tenants or publicly (including WhatsApp or social media groups)
- Make accusations against others based on footage without reporting through the proper channels

Footage should only be shared with:

- Loughton Town Council
- The police (where appropriate)

Tenants installing cameras are responsible for ensuring their use complies with this policy and any relevant data protection requirements.

6 Reporting Incidents

If a tenant captures footage of suspected theft, trespass, or other incidents:

- This should be reported directly to Loughton Town Council
- Where appropriate, tenants may also report matters to the police
- Tenants should **not circulate footage to other plot holders**

7 Prohibited Use

The following are not permitted:

- Cameras intentionally covering communal areas or access points
- Covert or hidden surveillance of other tenants
- Use of cameras in a way that causes harassment, alarm, or distress

8 Enforcement

Where cameras are used inappropriately, Loughton Town Council may:

- Require repositioning or removal of the camera
- Restrict future use
- Take further action under the tenancy agreement

9 Review

This policy will be reviewed periodically in light of site issues and feedback.

Information

Any concerns or questions about CCTV/Cameras on site should be referred to the Allotment Officer or Town Clerk by writing to Loughton Town Council, 1 Buckingham Court, Rectory Lane, Loughton, IG10 2QZ or by email to contact@loughton-tc.gov.uk, telephone 020 8508 4200.

To be AGREED by E&H Committee on 9 June and then included in Management Agreement and distributed to all tenants

Town Clerk
April 2026

Agenda item 8.5
Willingale Road Allotments – WhatsApp Group Policy



Loughton Town Council
Willingale Road Allotments
WhatsApp Group Policy

Allotment Site WhatsApp Group Policy

- 1 Purpose**
Many tenants use WhatsApp groups to share information and support one another. This policy sets out expectations for appropriate use of these groups to ensure they remain positive, safe, and inclusive spaces.
- 2 General Principle**
Allotment WhatsApp groups are informal community spaces, but all users must communicate responsibly and respectfully. Groups must not cause distress, conflict, or reputational harm to others.
- 3 Scope**
This policy applies to all members of the allotment using WhatsApp for group communication.
- 4 Role of the Council and Volunteers**
Loughton Town Council does not manage or control WhatsApp groups. However:
 - Site volunteers may participate in groups
 - Volunteers may help monitor behaviour and reinforce this policy where appropriateAll group members are responsible for their own conduct.
- 5 Consent and Privacy**
 - Members must give consent before being added to the group phone numbers are visible to all members- respect each other's privacy.
 - Do not share personal information (e.g. addresses, photos) without permission.
 - Chats may be cleared periodically to maintain privacy and reduce clutter.
- 6 Appropriate Use**
 - WhatsApp groups should be used for:
 - General allotment communication
 - Sharing advice, tips, and information
 - Reporting non-urgent issues or urgent on-site matters in a constructive manner.
 - Community updates and events

7 Responsible Behaviour

- All members are expected to:
- Communicate respectfully and considerately
- Avoid confrontational, inflammatory, or accusatory language
- Respect differing views and resolve disagreements calmly
- Consider the impact of messages before posting

8 Use of Images, Video and Information

To protect individuals and prevent misuse:

Members must not:

- Share CCTV, wildlife camera footage, or photographs of individuals suspected of wrongdoing
- Circulate images or videos that could identify or accuse another person
- Engage in speculation or accusations
- Encourage others to identify individuals shown in footage or images

Sharing such material can lead to distress, escalation of conflict, and legal issues. Children must not be identifiable in shared images unless written parental consent is obtained. If not obtained, please cover the child's face with an emoji sticker.

9 Safeguarding and Children

Children under 16 should not be added to the group

- If children are involved in group-related activities:
- Parental consent is required for communication or image sharing
- Parents should be copied into any messages involving their children.

10 Reporting Incidents

If a tenant has concerns about theft, trespass, or other incidents:

- These must be reported directly to Loughton Town Council
- Where appropriate, matters should be reported to the police

WhatsApp groups must not be used to:

- Investigate incidents
- Identify or accuse individuals
- Organise group responses to suspected wrongdoing

11 Prohibited Use

The following are not permitted within WhatsApp groups:

- Personal attacks, harassment, or threatening behaviour
- Sharing private or sensitive information about others
- Excessive or inappropriate messaging that disrupts the group

12 Moderation and Action

Where misuse occurs:

- Volunteers may remind members of this policy
- Group admins may remove inappropriate content
- Persistent misuse may result in removal from the group

Serious incidents may be referred to Loughton Town Council for further consideration under tenancy agreements.

13 Review

This policy will be reviewed periodically considering site issues and feedback.

Information

Any concerns or questions about WhatsApp Groups on site should be referred to the Allotment Officer or Town Clerk by writing to Loughton Town Council, 1 Buckingham Court, Rectory Lane, Loughton, IG10 2QZ or by email to contact@loughton-tc.gov.uk, or telephone 020 8508 4200.

To be AGREED by E&H Committee on 9 June and included in the Management Agreement and distributed to all tenants

Town Clerk

April 2026

Agenda item 9
Loughton Wombles

Further Loughton Wombles group litter picks took place on:

Saturday 21 March 2026: A group of 15 Loughton Wombles were out and about for their third Womble session of 2026. One group focused on the Westall Road playground area, Rectory Lane and Ibbetson Path, while the other group litter picked the length of the Rectory Lane slip road between New City College and the health clinic. Woodland Grove Care Home once again, kindly welcomed the Wombles in for refreshments- something the group is always very grateful for and thoroughly enjoyed.

Saturday 18 April 2026: 14 Loughton Wombles took part in the litter picks, splitting into two groups to cover different areas. Group 1, led by Mark, began their litter pick at Watts Green and from there, worked their way along Smarts Lane towards Staples Road, continuing along Staples Road as far as the main school entrance. Meanwhile, group 2, led by Stephen covered the entire length of Pyrles Lane, then moved on to finish by tackling the section of Englands Lane between Pyrles Lane and Cleland Path.

Saturday 23 May 2026: 14 Loughton Wombles took part in a litter pick. Group 1, led by Mark tackled the entire length of Wellfields and surrounding roads and closes . Meanwhile, group 2, led by Stephen, concentrated on the Newmans Lane playground green, running alongside Rectory Lane and then litter picked either side of Newmans Lane.

Forthcoming litter picks:

Saturday 20 June

Sunday 28 June (to help out at our Jessel Green Fun Day Event)

Saturday 4 July

Saturday 15 August

Additionally, The Oakwood Hill Extravaganza is taking place on **Saturday 11 July at 3pm** where Loughton Wombles are invited to help.

OD 29.05.26

Agenda item 10 – Cemetery Matters
10.1 Tree Fall







Agenda item 10.2
Cemetery – bin relocation



Agenda item 16
Love Your Bus Grant

Love your bus update report

It has now been confirmed we will receive funding for the bus service 397 for additional evening journeys between Debden and Chingford, serving Loughton and surrounding communities. Operated by Stagecoach London / Central Connect, the grant will fund additional evening journeys extending the timetable up to approximately 21:15, improving access to education, employment, leisure, and community facilities and supporting reduced reliance on private car use.

Grant-Funded Activities

Grant funding will be used for activities directly supporting service delivery, passenger uptake, and awareness, including:

- Funding the operation of additional evening journeys on Route 397
- Associated operational costs, including driver wages, fuel, vehicle wear and tear, and overheads.
- Service promotion, advertising, and marketing activity to raise awareness of the extended timetable!
- Costs associated with admitting Oyster passengers on the additional journeys

Monitoring and Reporting

Loughton Town Council will: -

- Work with the transport operator to facilitate the sharing of agreed passenger usage data.
- Monitor passenger uptake on the extended evening services.
- Submit monitoring information and reports in accordance with Love Your Bus grant requirements.

Next Steps

LTC will raise an invoice to Essex County Council for the full £50,000. Once received Transport Made Simple will invoice LTC for the lump sum and LTC will transfer the funds.

Transport Made Simple will then obtain a London Service Permit and will run this service from 12 months following the start date. They will also put together the contracts for each of these awards, (see attachment). This contract will need to be approved and signed in a council meeting. The contract will include details of payment and the finalised service timetable. Once the contract is signed off Transport Made Simple will be able to start mobilising marketing resources and start driver training, allocate rolling stock, organising the London Service Permit. Advertising will include newsletter (has been mentioned in Summer already), noticeboards, website and leaflet drop in the immediate area.

Transport Made Simple will also get the service registered with the traffic commissioner and handle the data reporting side to ECC during its lifetime (this is a requirement from ECC that the passenger data is reported on quarterly).

Councillors need to now agree on the proposed start date of 27th of July and approve and sign the contract from Transport Made Simple. We can then go ahead with advertising the service ahead of the launch date.

CC 7 May 2026

This agreement is dated 27th July 2026.

Parties

- (1) **Central Connect Transport Limited** incorporated and registered in England and Wales with company number 09964786 whose registered office is at Roswald House, Oak Drive, Diss, IP22 4GX (**Contractor**)
- (2) Laughton Town Council, of Buckingham Court, Rectory Lane, Laughton, IG10 2QZ (**Client**)

Agreed terms

Interpretation

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

1.1 Definitions

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the fees payable for the Services, as set out in Schedule 2.

Client Contract Manager: the Client's principal point(s) of contact for managing this agreement on behalf of the Client, being the (or each) individual identified as such in Schedule 1, or any replacement individual(s) appointed under clause 8.1

Client Materials: all documents, information, logos, items and materials in any form (whether owned by the Client or a third party), which are provided by the Client to the Contractor in connection with the Services.

Client Personal Data: any personal data which the Contractor processes in connection with this agreement on behalf of the Client.

Contract Manager: the Client Contract Manager or Contractor Contract Manager, as the case may be.

Contract Year: each 12-month period starting on the Effective Date or an anniversary of it.

Contractor Contract Manager: the principal point(s) of contact for managing this agreement on behalf of the Contractor, being the individuals identified in Schedule 3 or any replacement individual(s) appointed under clause 8.3,.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls** and **controlled** shall be interpreted accordingly.

Council: shall mean Essex County Council.

Effective Date: has the meaning given in clause 2.1;

Escalation Point: shall mean the suitably senior person appointed by a party to manage any matters relating to the agreement which cannot be agreed by each party's Contract Manager, being the individuals identified in Schedule 3 or any replacement individual(s) appointed under clause 8.5.

Services: the transport and/or other services to be provided to the Client as set out in Schedule.

Shared Personal Data: any personal data which the Contractor receives from the Client, or otherwise collects, in connection with this agreement and processes in the capacity of a controller (joint or independent).

Contractor Personnel: all employees, workers, agents, consultants, contractors and other representatives of the Contractor, or any of its subcontractors, who are engaged in the performance of this agreement from time to time, and **Contractor Person** means any of them.

Scheme: shall mean the Love Your Bus 2 Grant Scheme as further explained at www.travelessex.co.uk/love-your-bus.

Term: means the Initial Contract Period and any Extended Contract Period if applicable.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision:
 - (a) is a reference to it as amended, extended or re-enacted from time to time; and
 - (b) includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.4 A reference to **writing or written** excludes fax but not email.

- 1.5 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or that other agreement or document, in each case as varied from time to time.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

Commencement and duration

- 2.1 This agreement shall commence on 27th July 2026 (**Effective Date**) and continues, unless terminated earlier in accordance with clause 14! (Termination), for twelve months from the Effective Date (**Initial Contract Period**).
- 2.2 Unless the Client requests, and the Contractor agrees, to extend the agreement at the end of the Initial Contract Period, the agreement shall automatically terminate at the end of the Initial Contract Period, unless terminated earlier in accordance with clause [1□ (Termination).
- 2.3 If an extension to the Initial Contract Period is agreed under clause 2.2 this period, and any future extensions which may be mutually agreed, shall be referred to as the Extended Contract Period.

Contractor's responsibilities

- 3.1 The Contractor shall perform the Services with reasonable skill and care in accordance with the generally recognised standards and practices in its industry and in accordance with this agreement, including the timetable set out in schedule 1.
- 3.2 The Contractor shall maintain all licences, consents and permissions needed to supply the Services in accordance with this agreement, including at all times holding a Public Service Vehicle operator licence with sufficient authorisation to operate at least as many Public Service Vehicles as are required to provide the Services.
- 3.3 The Contractor shall employ suitably qualified and experienced persons to provide the Services and, the Contractor shall procure that when providing the Services, such persons shall be smartly attired and politely mannered, working for the mutual benefit of the reputation of the Client and the Contractor.
- 3.4 The Contractor shall ensure that any employee used to provide the Services is appropriately qualified for the work that they are undertaking. In the case of employees who drive Public Service Vehicles, this shall

include ensuring that they have the appropriate category of driving licence for the vehicle that they are driving and a valid Certificate of Professional Competence entitling them to drive for hire and reward.

- 3.5 Public Service Vehicles used by the Contractor to provide the Services shall:
- (a) be for the exclusive use of the Client whilst being used to provide the Services, unless otherwise directed by the Client or required by law;
 - (b) be roadworthy, in a good overall state of mechanical repair and free from damage, soiling or defacement (save for that caused by normal wear and tear);
 - (c) be clean, internally and externally, when they depart the premises from which they are based immediately prior to providing the Services;
 - (d) display any signage and promotional material reasonably requested and provided by the Client on Public Service Vehicles when they are being used to provide the Services;
 - (e) have up to date vehicle tax; and
 - (f) be covered by a motor insurance policy compliant with the Road Traffic Act 1930.
- 3.6 The Contractor shall be responsible for the supply of all vehicles, personnel, fuel, oil, AdBlue, tyres and other materials and consumables as are required to provide the Services.
- 3.7 The Contractor shall allow any person duly authorised by the Client to travel on a Public Service Vehicle being used to provide the Services, unless:
- (a) that person will, or in the reasonable opinion of the Contractor may, prevent the safe or comfortable provision of the Services;
 - (b) it would be unlawful to allow that person to travel on the Public Service Vehicle in question; or
 - (c) if the Services are provided on a Net Cost basis and the person does not pay the fare or charge levied by the Contractor for making the journey that the person intends to undertake.
- 3.8 The Contractor shall, upon reasonable notice, allow the Client to inspect any Public Service Vehicle used to provide the Services, and the premises from which that Public Service Vehicle operates from. The Contractor shall, upon request, provide the Client with evidence of their current Operator Compliance Risk Score, and any successor scheme which may be introduced in England for the monitoring of the compliance

of road transport operators.

- 3.9 The Contractor shall at all times comply with the relevant provisions of the Employers' Liability (Compulsory Insurance) Act 1969. The Contractor shall also maintain in force a valid policy of Public Liability insurance covering their provision of the Services with a minimum indemnity limit in the aggregate of ten million pounds sterling.
- 3.10 The Contractor shall, upon request from the Client, promptly provide evidence of any insurance that they are required to have in force under the Agreement.
- 3.11 The contractor shall at all times comply with its obligations pursuant to Public Passenger Transport regulations, TfL cross-boundary regulatory requirements, and all other applicable laws and regulations.

Client's obligations

- 4.1 The Client shall:
- (a) Reasonably co-operate with the Contractor in all matters relating to the Services;
 - (b) provide the Contractor, in a timely manner, with all documents, data, information and materials reasonably required by the Contractor to provide the Services, and ensure that they are accurate and complete;

Fares

- 5.1 The Contractor shall provide the Services on a Net Cost basis, which shall mean the Contractor retains the revenue it receives from the fares and bears revenue risk
- 5.2 The Contractor shall be entitled to levy a fare or charge to any person attempting to travel on a Public Service Vehicle being used to provide the Services. The amount of the fare or charge shall be determined by the Contractor, in discussion and partnership with the Client, and subject to the Client's final approval (not to be unreasonably withheld) noting that fares or charges shall not be set at such a level that is to the detriment of the Contractor being able to meet their direct and indirect costs of providing the Services.
- 5.3 The Contractor shall be deemed to be the supplier to each passenger and any VAT due shall be to the account of the Contractor. There shall be no liability to the Client in respect of VAT in relation to the provision of the Services.

Change control

- 6.1 If either party wishes to make changes to the Services, they shall write to the other party setting out the changes they wish to make, the date from which they wish the changes to take effect, and the duration of the changes (or that the changes are a permanent change).
- 6.2 The Contractor shall not be obliged to agree to any changes to the Services requested by the Client but shall use their best endeavours to facilitate the changes wherever possible.
- 6.3 Changes made to the Services may result in an adjustment to the Charges. Following a request from either party for changes to the Services, the Contractor shall advise the Client of any associated adjustments to the Charges.
- 6.4 No change to the Services shall be deemed agreed until both Parties have agreed to the proposed changes to the Services and Charges in writing, thereafter from the agreed effective date the Services and the Charges shall be deemed so changed.

Charges and payment

- 7.1 In consideration of the provision of the Services by the Contractor, the Client shall pay the Charges as outlined in Schedule 2.
- 7.2 The Charges in respect of the Initial Contract Period shall not exceed the amount paid by the Council to the Client in respect of the Scheme. The Client shall pay invoices raised for the Services within 30 days of receipt to a bank account nominated in writing by the Contractor from time to time. Queries in respect of invoices shall be raised by the Client in writing within seven days of receipt of the invoice.
- 7.3 The Contractor shall be responsible for the payment of any parking costs, tolls and bus station / terminal departure costs in relation to the Services.

Contract Managers and Escalation Points

- 8.1 Each party shall appoint its Contract Manager(s) to:
 - (a) oversee the delivery and receipt of the Services on a day-to-day basis; and
 - (b) be the principal point(s) of contact for the other party in connection with managing the relationship between the parties.
- 8.2 Each party's Contract Manager(s) shall have the authority to make decisions and act on its behalf in connection with the operation of this

agreement.

- 8.3 Each party shall designate its Contract Manager(s) in writing to the other party. Each party may replace its Contract Manager(s) at any time by giving reasonable prior notice to the other party of the replacement(s).
- 8.4 If any person that is not identified as a Client Contract Manager gives any instruction in connection with this agreement, the Contractor is not obliged to carry out that instruction unless and until authorisation is subsequently obtained from a Client Contract Manager.
- 8.5 Each party shall designate its Escalation Point(s) in writing to the other party. Each party may replace its Escalation Point (s) at any time by giving reasonable prior notice to the other party of the replacement(s).

Compliance with laws

In performing its obligations under this agreement each party shall comply with all Applicable Laws.

Data protection

- 10.1 For the purposes of this clause 10., the terms **Commissioner, controller, data subject, personal data, personal data breach, processor and processing** shall have the meaning given to them in Applicable Data Protection Law.
- 10.2 Each party shall comply with all Applicable Data Protection Laws in its processing of personal data under or in connection with this agreement. This clause B is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

Intellectual property

- 11.1 The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials. The Client grants the Contractor a non-exclusive, royalty-free licence to use, copy and modify the Client Materials during the term of the agreement for the purpose of providing the Services to the Client. The Contractor may grant sublicences of the Client Materials to its subcontractors and other suppliers where necessary for the performance of the Services.

Confidentiality

- 12.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by

clause 12.2.

12.2 Each party may disclose the other party's Confidential Information:

(a) to those of its and its Affiliates' employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of exercising its rights or carrying out its obligations under the Contract **(Representatives)**. Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this **Error!**

Bookmark not defined.12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.

Limitation of liability

13.1 The following definitions apply in this clause 13:

(a) **default:** any act or omission resulting in one party incurring liability to the other; and

(b) **liability:** every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), or otherwise.

13.2 Nothing in this agreement limits or excludes:

(a) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;

(b) liability for fraud or fraudulent misrepresentation;

(c) liability for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;

(d) any liability that cannot legally be limited; or

(e) the Client's liability for its payment obligations under this agreement.

13.3 Subject to clause 12.2, the Contractor's total liability to the Client for all loss or damage arising from defaults occurring within any Contract Year shall not exceed 100% of the Charges paid or payable to the Contractor under this agreement in that Contract Year.

13.4 Subject to clause 3.3.3, neither party shall have any liability for:

- (a) loss of profits (including loss of anticipated savings);
- (b) loss of business or business opportunity;
- (c) loss of use or corruption of software, data or information;
- (d) loss of or damage to goodwill; or
- (e) indirect or consequential loss.

13.5 The Contractor has given commitments as to the compliance of the Services with relevant specifications. In view of these commitments, all conditions, warranties, representations or other terms that might otherwise be implied into this agreement are, to the fullest extent permitted by law, excluded from this agreement, including the conditions and term implied by sections 3 to 5 and 13 of the Supply of Goods and Services Act 1982.

13.6 Unless a party notifies the other party that it intends to make a claim in connection with this agreement within the notice period, the other party shall have no liability for that claim. The **notice period** shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of its having grounds to make a claim and shall expire twelve months from that date. The notice must be in writing and must identify the grounds for the claim in reasonable detail.

Termination

14.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by notifying the other party if:

- (a) the other party commits a material breach of any term of the Contract which:
 - (i) is not capable of remedy; or
 - (ii) if capable of remedy, is not remedied within a period of 30 days by the other party after being notified to do so;
- (b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 14.1(b);

- (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Contractor may terminate the Contract with immediate effect by notifying the Client if the Client fails to pay:
 - (a) any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified to make that payment; or
 - (b) any amounts due under the Contract by the due date for payment on three or more occasions in any six-month period.
- 14.3 On termination of the Contract unless where the Client is in uncured breach of this agreement, the Client shall immediately pay to the Contractor all of the Contractor's outstanding unpaid invoices and interest and, where no invoice has been submitted for Services supplied, the Contractor may submit an invoice, which shall be payable immediately.
- 14.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 14.5 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 14.6 Upon termination or expiry of the agreement, each party shall promptly, and in any event within 28 days of termination or expiry, remove all of the other party's logos and branding from its vehicles, printed and digital publicity and all other areas, and each party shall cease to hold themselves out as being connected with the other party in respect of the agreement.

Force majeure

Neither party shall be liable for any delay or failure in performing any of its obligations (except for the payment of the Charges) for so long as and to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control.

Assignment and other dealings

- 16.1 The Client shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Contractor.
- 16.2 The Contractor shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, save for:
- (a) to an Affiliate of the Contractor from time to time;
 - (b) with the prior written consent of the Client; or
 - (c) where such subcontracting, assignment or transfer is required in an emergency situation, and the Contractor informs the Client of the subcontracting, assignment or transfer within 24 hours of it taking place.

Variation

- 17.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) and expressly states that it is amending this agreement.

Waiver

- 18.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed to be a waiver of any subsequent right or remedy.
- 18.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance

- 19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this agreement.

Entire agreement

- 20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.

- 20.2 Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Conflict

- 21.1 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement prevail.

Third party rights

- 22.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 22.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

Notices

- 23.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the following address (or an address substituted in writing by the party to be served):
 - (i) for notices to the Client: caroline.carroll@loughton-tc.gov.uk
 - (ii) for notices to the Contractor: peter@transportmadesimple.co.uk
- 23.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission or, if this time falls outside Business Hours, when Business Hours resume.

- 23.3 This clause ⁱ□ does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Counterparts

- 24.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.
- 24.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet ink" counterpart of this agreement.

Dispute resolution procedure

- 25.1 If a dispute arises out of or in connection with this agreement or its performance, validity or enforceability (**Dispute**), then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute notice**), together with relevant supporting documents. On service of the Dispute notice, the Contract Manager of the Client and Contract Manager of the Contractor shall attempt in good faith to resolve the Dispute; and
 - (b) if the Contract Manager of the Client and Contract Manager of the Contractor are for any reason unable to resolve the Dispute within 30 days of service of the Dispute notice, the Dispute shall be referred to
the Escalation Point of the Client and Escalation Point of the Contractor who shall attempt in good faith to resolve it.
- 25.2 If for any reason the Dispute is not resolved within 60 days of the start of the mediation, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 27i.

Governing law

- 26.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction

27.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Services

1. Services

The contractor will operate a bus service according to the below timetable on weekdays (Monday to Friday, excluding bank holidays)

Route	397
Debden Broadway	20:15
Loughton, Library	20:20
Loughton Station (Stop C)	20:23
Buckhurst Hill, Stag Lane	20:29
Chingford Station (Stop E)	20:37
Chingford Mount (Stop J)	20:50
Salisbury Hall Sainsburys (Stop CB)	20:56

Route	397
Salisbury Hall Sainsburys (Stop CB)	21:15
Chingford Mount (Stop E)	21:21
Chingford Station (Stop F)	21:34
Buckhurst Hill, Stag Lane	21:41
Loughton Station (Stop A)	21:46
Loughton, Library	21:49
Debden Broadway	21:55

Schedule 2 Charges

1. Charges

A payment of £49,999.32 covering the operation of additional evening 397 bus service for 12 months, invoiced and payable as to:

50% upon the signature of this agreement;

25% upon the first day the Contractor provides the Services; and

25% upon the Completion of the Services.

Schedule 3 Contract Managers

Party	Contract Manager	Escalation Point
Client	<p>Caroline Carroll Responsible Financial Officer caroline.carroll@loughton-tc.gov.uk</p>	<p>Cllr Chris Pond Loughton Town Council loughtonponds@outlook.com CllrChrisPond@loughton-tc.gov.uk</p>
Contractor	<p>Charlie Poulter Product and Partnership Lead charlie.poulter@transportmadesimple.co.uk</p>	<p>Peter Nathanail Managing Director peter@transportmadesimple.co.uk</p>

Signed by Peter Nathanail
for and on behalf of
CENTRAL CONNECT
LIMITED

Director

|

Signed by Cllr Chris Pond
for and on behalf of
Laughton Parish Council

Councillor

Agenda item 17
Proposal for Zebra Crossing Oakwood Hill

From:

Sent: 02 May 2026 11:06

To: Contact Info <contact@loughton-tc.gov.uk>

Cc: cllr.chris.pond@essex.gov.uk; cllr.smurray@eppingforestdc.gov.uk;
cllr.cnweke@eppingforestdc.gov.uk

Subject: Proposal for Zebra Crossing: Oakwood Hill (Roding Valley Recreation Ground River Way Entrance)

Dear Town Clerk and Councillors,

I am writing to formally request that Loughton Town Council and our County representatives sponsor a proposal for a new zebra crossing on Oakwood Hill, at the main crossing point by River Way for the Roding Valley Recreation Ground.

While I am aware that a pedestrian refuge island currently exists at this location, I believe the traffic conditions have evolved to the point where a formal zebra crossing is now a safety necessity. My request is based on the following observations:

- **Pedestrian Priority & Volume:** This is a major gateway to the recreation ground. A pedestrian island requires families and children to wait for gaps in traffic, which can be significant during peak hours. A zebra crossing would grant pedestrians the priority they deserve at a key community hub.
- **Traffic Character & Speeding:** Oakwood Hill serves as a busy arterial cut-through for traffic commuting between Chigwell, the M11, Loughton town centre and Buckhurst Hill. I regularly witness vehicles exceeding the 30mph limit, often treating this residential road as a high-speed transit route.
- **Hazardous Location:** The crossing point is situated near a bendy section of the road. The combination of limited visibility from the bends and the high speed of cut-through traffic makes the current refuge island feel inadequate and unsafe, particularly for younger children and less mobile residents.

A zebra crossing would provide a clear, physical signal to drivers that they are entering a high-pedestrian activity zone, naturally encouraging lower speeds and higher driver awareness.

I would appreciate it if the Council could refer this to the Epping Forest Local Highway Panel for a formal assessment and speed survey. I am currently in the process of gauging wider community support and would be happy to provide a petition to support this application.

I look forward to your response.

Kind regards,

PS. I have copied in our County and District councillors to ensure all representative levels are aware of this safety concern.

Agenda item 18
Financial Position – Current Financial Position

27/05/2026

Loughton Town Council Current Year

Page 1

09:34

Summary Income & Expenditure by Budget Heading 27/05/2026

Month No: 2

Committee Report

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<u>Environment and Heritage</u>						
Christmas Best Dressed Window	Expenditure	0	370	370		370
Cemetery (Church Lane)	Income	1,895	18,865	16,970		
	Expenditure	10,726	72,815	62,089		62,089
	Net Income over Expenditure	<u>(8,831)</u>	<u>(53,950)</u>	<u>(45,119)</u>		
	plus Transfer from EMR	0	0	0		
	Movement to/(from) Gen Reserve	<u>(8,831)</u>	<u>(53,950)</u>	<u>(45,119)</u>		
Street Furniture	Expenditure	138	36,410	36,272		36,272
	plus Transfer from EMR	0	0	0		
	Movement to/(from) Gen Reserve	<u>(138)</u>	<u>(36,410)</u>	<u>(36,272)</u>		
Allotments	Income	57	4,375	4,318		
	Expenditure	1,857	6,870	5,013		5,013
	Movement to/(from) Gen Reserve	<u>(1,800)</u>				
Cemetery (Debden Lane)	Expenditure	0	1,080	1,080		1,080
Other services (EH)	Income	0	2,150	2,150		
	Expenditure	0	5,000	5,000		5,000
	Movement to/(from) Gen Reserve	<u>0</u>				
	Environment and Heritage Income	<u>1,952</u>	<u>25,390</u>	<u>23,438</u>		
	Expenditure	<u>12,720</u>	<u>122,545</u>	<u>109,825</u>	<u>0</u>	<u>109,825</u>
	Net Income over Expenditure	<u>(10,768)</u>	<u>(97,155)</u>	<u>(86,387)</u>		
	plus Transfer from EMR	0	0	0		
	Movement to/(from) Gen Reserve	<u>(10,768)</u>	<u>(97,155)</u>	<u>(86,387)</u>		
<hr/>						
	Grand Totals:- Income	<u>1,952</u>	<u>25,390</u>	<u>23,438</u>		
	Expenditure	<u>12,720</u>	<u>122,545</u>	<u>109,825</u>	<u>0</u>	<u>109,825</u>
	Net Income over Expenditure	<u>(10,768)</u>	<u>(97,155)</u>	<u>(86,387)</u>		
	plus Transfer from EMR	0	0	0		
	Movement to/(from) Gen Reserve	<u>(10,768)</u>	<u>(97,155)</u>	<u>(86,387)</u>		

Agenda item 18
Current Financial Position – Earmarked Funds

Earmarked Reserves

A summary of the Committee’s reserves showing the amounts available from reserves as at 01/06/26 is provided below:

Environment & Heritage Committee	01/06/2026
Christmas lights	250
Cemetery	17,292
Cemetery plot maintenance endowment (restricted fund)	8,262
Tree works	10,000
Cemetery Paths	5,000
Cemetery – Closed Churchyard	10,000
Total	50,804