



**HELSTON TOWN COUNCIL**

**Konsel an Dre Hellys**

**THE GUILDHALL • HELSTON • CORNWALL • TR13 8ST**

**Email: [townclerk@helston-tc.gov.uk](mailto:townclerk@helston-tc.gov.uk) Website: [www.helston-tc.gov.uk](http://www.helston-tc.gov.uk)**

**Tel: (01326) 572063**

**Pamela Lavelle Town Clerk**



1

11<sup>th</sup> January 2024

To: The Mayor and Members of the Town Council

Dear Councillor

You are summoned to attend a Meeting of Helston Town Council to be held at the Guildhall, Helston on **THURSDAY 18<sup>TH</sup> JANUARY 2024 at 7.00 p.m.** for the purpose of transacting the undermentioned business.

Yours sincerely,

Pamela Lavelle  
Town Clerk

**AGENDA**

1. Prayers
2. Apologies for absence.
3. Declarations of Interests and Dispensations
  - (a) Members to declare interests in respect of any item on this Agenda.
  - (b) To consider written requests from Members for dispensations.
4. The Town Clerk to swear in the Sergeant-at-Mace nominated by the Mayor.
5. To receive reports from, and to put questions to:-
  - (a) Cornwall Councillor Michael Thomas
  - (b) Cornwall Councillor Guy Foreman
6. At this juncture the Meeting will adjourn for a period of up to fifteen minutes to permit members of the public present to put questions to Members or to make observations.
7. To receive a presentation from Helston CIC regarding Year 1 of the Digital Media Manager Project (**Enclosed**).
8. To approve the Minutes of the Town Council Meeting held on 21<sup>st</sup> December 2023 (**Page 3**).
9. Matters Arising from the 21<sup>st</sup> December 2023 meeting (for information exchange only).

**PTO**

10. To receive the Minutes of the Planning & Licensing Committee Meeting held on 4<sup>th</sup> January 2024 (**Page 9**).
11. To receive announcements and communications from the Mayor and Town Clerk.
12. To answer questions received from Members pursuant to Standing Order 8.1.
13. To consider the Report of the Projects Officer (**Page 13**).
14. To consider the Report of the Town Clerk (**Page 25**).
15. To authorise the payment of Accounts (**Page 29**).
16. To receive written reports from, and to put questions to, Councillors who have attended meetings as representatives of Helston Town Council, since the last Meeting.
17. Exclusion of the Press and Public  
If there are any, the Council is invited to pass the following resolution:-  
That pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960, the press and public be excluded from the Meeting for the following item of business, by reason of the confidential nature of the business to be transacted.

**MINUTES OF A MEETING OF HELSTON TOWN COUNCIL**  
**HELD IN THE GUILDHALL, HELSTON**  
**ON THURSDAY 21<sup>ST</sup> DECEMBER 2023 AT 7.00 PM**

**Councillors:** M J Kenchington (Town Mayor) in the Chair

R Williams	J Martin	P M Webb
R J L Boase	M Benyon	D Willey
Mrs F N E Boase	G Looker	M P Andrew
M H Thomas	S L Ramsden	P Williams

**Officers:** Miss P J Lavelle (Town Clerk)  
Miss A Retallack (Deputy Town Clerk)

The Mayor welcomed Councillor P Williams to his first Full Council meeting.

**224. Prayers**

The Meeting opened with Prayers offered by Councillor Andrew.

**225. Apologies**

Councillor Grattan-Kane and Cornwall Councillor Guy Foreman submitted apologies. Apologies had also been submitted by the Projects Officer.

**226. Declarations of Interest**

Councillors Ramsden and Willey declared an interest in item 5 of the Town Clerk's report (Agenda item 20) as members of Plastic Free Helston. Councillor Ramsden also declared an interest in Account No. 621 (Agenda item 21) as he knew the supplier.

Councillor R J L Boase declared an interest in Agenda Item 21 as a member of the Christmas Lights Committee.

**227. Request for Dispensations**

The Town Clerk advised that Councillor Ramsden had submitted a request for a dispensation for the remaining term of the current Council to participate in the debate but not vote in respect of any matter relating to Plastic Free Helston.

On the proposition of Councillor Martin, seconded by the Mayor, it was

RESOLVED – that the Town Council awarded Councillor Ramsden a dispensation for the remaining term of the current Council to participate in the debate but not vote in respect of any matter relating to Plastic Free Helston.

**Voting: For – 12, Against – 0, Abstain – 1**

**228. Cornwall Councillors' Reports**

Apologies were received from Cornwall Councillor Foreman.

Cornwall Councillor Thomas gave a report during which he made particular mention to:

- His involvement with a number of casework issues;
- The review meeting with Transport Cornwall;
- Conversations with Cabinet members regarding the Shared Prosperity Fund; and
- The agreed Traffic Regulation Orders for Helston North which were at the consultation stage.

**229. Minutes**

On the proposition of Councillor Mrs Boase, seconded by Councillor Martin, it was

RESOLVED – that the Minutes of the Town Council meeting held on 16<sup>th</sup> November 2023 and the Special Town Council Meeting held on 20<sup>th</sup> November 2023 as amended be approved and signed as a true record.

**Voting: For – 12, Against – 0, Abstain – 1**

**230. Minutes of the Finance & General Purposes Committee Meeting**

On the proposition of Councillor Martin, seconded by Councillor Willey, it was

RESOLVED – that the Minutes of the Finance & General Purposes Committee meeting held on 23<sup>rd</sup> November 2023 be received.

**Voting: For – 12, Against – 0, Abstain – 1**

**231. Minutes of the Planning and Licensing Committee Meeting**

On the proposition of Councillor R J L Boase, seconded by Councillor Benyon it was unanimously

RESOLVED – that the Minutes of the Planning and Licensing Committee meeting held on 7<sup>th</sup> December 2023 be received.

**232. Minutes of the Staffing Committee Meeting**

On the proposition of Councillor Willey, seconded by Councillor Mrs Boase it was unanimously

RESOLVED – that the Minutes of the Staffing Committee meeting held on 11<sup>th</sup> December 2023 be received.

**233. Notes of the Environmental Working Party**

On the proposition of Councillor Benyon, seconded by Councillor Ramsden, it was unanimously

RESOLVED – that the Notes of the Environmental Working Party meeting held on 6<sup>th</sup> November 2023 be received.

**234. Notes of the Events Working Party**

On the proposition of Councillor Mrs Boase, seconded by Councillor Ramsden, it was unanimously

RESOLVED – that the Notes of the Events Working Party meetings held on 28<sup>th</sup> November 2023 be received.

**235. Announcements**

The Town Clerk informed Members that the new Administrative Assistant and Mayor's Secretary, Mrs Claire Thomson would be starting on the 8<sup>th</sup> January 2024.

The Mayor mentioned his visit to the Light and Life Centre and their food hamper operation. The Mayor informed Members that he had spent a morning with the Town Warden and had met some of the homeless people in town which has prompted him to request a meeting with all agencies tasked with assisting homeless people. The Mayor confirmed that he has received email Christmas communications from Port Augusta and Sasso Marconi.

**236. Environmental Action Plan**

Councillor Benyon expressed her thanks to the Deputy Town Clerk and Mr Jules Lewis for their assistance with the draft Environmental Action Plan.

Members considered the draft Environmental Action Plan produced by the Environmental Working Party (circulated prior to the meeting).

It was proposed by Councillor Benyon, seconded by Councillor Ramsden, and unanimously

RESOLVED – that the Town Council adopt the Environmental Action Plan with a view to work in the framework and review and adapt as required.

**237. Neighbourhood Plan**

Councillor Webb briefly spoke to outline the contents of his report on the provision of a neighbourhood plan. Following a detailed debate it was proposed by Councillor Webb, seconded by Councillor Thomas, and unanimously

RESOLVED – that:

- a) The Town Council not pursue the creation of a Neighbourhood Plan until it is deemed that that social, political and fiscal climate had greater stability; and
- b) The situation be monitored and reviewed within a period of twelve months.

**238. Community Café Project**

This item was noted.

**239. Report of the Projects Officer**

This item was noted

**240. 2024/2025 Budget**

Members considered the Report by the Town Clerk (circulated prior to the meeting). Following a brief debate, on the proposition of Councillor Ramsden, seconded by Councillor Martin, it was

RESOLVED – that:

- a) the 2024/25 Budget be approved;
- b) the precept for 2024/25 be set at £841,520; and
- c) the 2024/25 Schedule of Fees and Charges be approved as set out.

**Voting: For – 12, Against – 0, Abstain – 1**

**241. Report of the Town Clerk****(1) Former Budgens Building**

This item was deferred until the January 2024 Full council Meeting.

**(2) Cornwall Council 2024 Off-Street Parking Order**

This item was noted.

**(3) Cornwall Council Online Learning Hub**

This item was noted.

**(4) Electric Vehicle Infrastructure Strategy**

Members agreed to complete the survey as individuals

**Councillor Willey left the meeting at 8.18pm.**

**(5) Plastic Free Helston Accountable Body**

**Councillor Ramsden left the meeting at 8.21pm.**

On the proposition of Councillor Thomas, seconded by Councillor Martin, it was

RESOLVED – that the Town Council agreed to act as the accountable body for Plastic Free Helston.

**Voting: For – 9, Against – 0, Abstain – 2**

**Councillors Willey and Ramsden returned to the meeting at 8.23pm.**

**(6) Casual Vacancy – Helston North Ward**

7

This item was noted.

**Councillor Ramsden left the meeting at 8.24pm.**

**242. Payment of Accounts**

On the proposition of Councillor Thomas, seconded by Councillor R Williams, it was RESOLVED – that Account Nos. 577-650 inclusive as listed and set out as an Appendix to these Minutes, in the total sum of £56,221.15 be certified for payment.

**Voting: For – 10, Against – 0, Abstain – 2**

**Councillor Ramsden returned to the meeting at 8.25pm.**

**243. Report on Attendance at Meetings**

The Town Clerk advised Members that a report from Councillor Mrs Boase on the Helston CIC had been circulated prior to the meeting.

This item was noted.

**244. Exclusion of the Press and Public**

On the proposition of the Councillor Mrs Boase, seconded by Councillor Benyon, it was unanimously

RESOLVED – that pursuant to the provision of the Public Bodies (Admissions to Meetings) Act 1960, the press and public be excluded from the Meeting for the following items of business by reason of the confidential nature of the business to be transacted.

**245. Report of the Town Clerk**

**(1) St Piran's Lantern Parade Tenders**

On the proposition of Councillor Martin, seconded by Councillor Ramsden, it was

RESOLVED – that:

- a) the tender be accepted subject to the removal of the marketing design fee and the documentation and film commission fee; and
- b) the Little Tin of Stories element be added.

**Voting: For – 12, Against – 0, Abstain – 1**

# 8

## **(2) Waste & Recycling Disposal Costs**

On the proposition of Councillor P Williams, seconded by Councillor Mrs Boase, it was RESOLVED – that the Town Council contract BusinessWaste.co.uk (Winns Waste) for a general waste collection and for pre-paid recycling bags once the current supply has been used.

**Voting: For – 12, Against – 0, Abstain – 1**

## **(3) Alternative Accommodation**

On the proposition of Mayor, seconded by the Deputy Mayor, it was unanimously RESOLVED – that the decision of the Mayor and Deputy Mayor to contract Bradleys Surveyors to carry out a building survey be ratified.

On the proposition of the Mayor, seconded by Councillor Thomas, it was RESOLVED – that a Working Party consisting of:

- a) the Mayor;
- b) the Deputy Mayor; and
- c) the Chairs of the Town Council Committees (or the Vice-Chair in the Chair's absence),

be created to develop proposals for alternative accommodation for consideration by Full Council.

**Meeting closed at 8.56 pm**

**Confirmed**

**Town Mayor**



**MINUTES OF A MEETING OF THE PLANNING & LICENSING COMMITTEE**  
**HELD AT THE GUILDHALL**  
**ON THURSDAY 4<sup>TH</sup> JANUARY 2024 AT 6.15 PM**

**Councillors:** G T Looker in the Chair

RJL Boase  
D Willey

J Martin  
P Andrew

P Webb  
P Williams

**Officers:** Miss A D Retallack (Deputy Town Clerk)

**xxx. Minutes**

On the proposition of Councillor Willey, seconded by Councillor Andrew, it was

RESOLVED – that the Minutes of the Meeting held on 7<sup>th</sup> December 2023 be approved and signed as a true record.

**Voting: For – 5, Against – 0, Abstain – 2**

**xxx. Planning Applications**

**Category I**

**Recommendation**

- |   |   |
|---|---|
| <p><b>a) <i>Planning Application PA23/09895</i></b><br/> <b><i>Application Type: Trees in a Conservation Area</i></b><br/> <b><i>Works to Tree in a Conservation Area (TCA) –</i></b><br/> <b><i>T1 Cherry - Fell and grind down stump.</i></b><br/> <b><i>Meneage Green, Meneage Road, Helston</i></b><br/> <b><i>For Helston Downsland Trust</i></b></p>  | <p><b><i>Decline to comment due to</i></b><br/> <b><i>fettered interest</i></b></p> |
| <p><b>b) <i>Planning Application PA23/09833</i></b><br/> <b><i>Application Type: Full Application</i></b><br/> <b><i>Alterations and Extensions to dwelling</i></b><br/> <b><i>The Little House, St Johns Road, Helston</i></b><br/> <b><i>For Mr &amp; Mrs Fell</i></b></p>  | <p><b><i>Approval</i></b></p>   |
| <p><b>c) <i>Planning Application PA23/10013</i></b><br/> <b><i>Application Type: Full Application</i></b><br/> <b><i>Phase 1 of the Repairing and Reimagining, comprising</i></b><br/> <b><i>repairs and remedial works to existing building</i></b><br/> <b><i>including installation of 3no. conservation style</i></b><br/> <b><i>rooflights and replacement of existing rooflights.</i></b><br/> <b><i>The Guildhall, Market Place, Helston</i></b><br/> <b><i>For Helston Town Council</i></b></p> | <p><b><i>Decline to comment as</i></b><br/> <b><i>applicant body</i></b></p>        |

- d) **Planning Application PA23/10014**  
**Application Type: Listed Building Consent**  
**Listed building consent for Phase 1 of the Repairing and Reimagining, comprising repairs and remedial works to existing building including installation of 3no. conservation style rooflights and replacement of existing rooflights.**  
**The Guildhall, Market Place, Helston**  
**For Helston Town Council** **Decline to comment as applicant body**
- e) **Planning Application PA23/09551**  
**Application Type: Non Material Amendment**  
**Non-material amendment to Decision Notice PA23/01438 dated 30/05/2023 namely addition of small sun room to rear elevation to plot 5 only**  
**Plot 5 Land Adjacent Channel View, Gander Lane, Helston**  
**Applicant Mr Barnes** **Approval**
- f) **Planning Application PA23/08745**  
**Application Type: Full application**  
**Single story rear extension and change of use of the garage into bedroom and ensuite**  
**55 Gwarth An Drae, Helston**  
**For N Swalwell** **No material change, previous recommendation applies.**

The delegated decisions of the Chair and Vice-Chair were noted and it was accepted that the Cornwall Council Planning Officer be notified of the recommendations accordingly.

### **Category II**

- g) **Planning Application PA23/07711**  
**Application Type: Tree Preservation Order (TPO), Works include fell Ash Tree**  
**29 Parc An Dower, Helston**  
**For Mrs Andrea Deeley**

Councillor R J L Boase gave a presentation with the aid of photographs.

Following a debate, it was proposed by Councillor R J L Boase, seconded by Councillor Looker, and unanimously

RESOLVED – that the Town Council recommended deferral of Application PA23/07711 to enable an Arboricultural Survey Report to be carried out to provide sufficient information about the condition of the tree.

xxx. **Planning Decisions**

Details of Planning Decision Notices received since the last Meeting were tabled and noted.

**Meeting closed at 6.35 pm.**

**Confirmed**

**Chair**

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**REPORT OF THE PROJECTS OFFICER**  
**Full Council 18 January 2024**

**1 Introduction**

1.1.1 As Members will be aware, I have been off sick for a month due to two traumatic personal experiences, so I will therefore provide an update on the following project progress, which is understandably less than is normal due to the circumstances;

- King George V & Coronation Gardens project
- Cultural Quarter project
- Restoration and Reimagining the Guildhall project
- Community Banking Hub for Helston
- Toilet provision
- Communications

**2 Project Progress Update**

**2.1 King George V & Coronation Gardens Project**

2.1.1 As reported in my December report, the new MUGA installation was delayed due to the company going into administration. I am pleased to report that alternative transportation was arranged for the MUGA to be delivered and is being installed during week commencing 8<sup>th</sup> January with a completion date of 12<sup>th</sup> January 2024.

2.1.2 The next volunteer gardening session takes place on Sunday 14<sup>th</sup> January from 10:00am – 2:00pm. I have marketed this in early January to all the database of volunteer gardeners including the various partner organisations that are actively involved also. There will be refreshments in the Scout Hut throughout this session which is also being delivered with the Making Space for Nature team, Resilient Cornwall and the Cornwall Orchards.

2.1.3 Myself, the Town Clerk and Town Mayor will be interviewing University of Exeter students for a range of placements as outlined in my last progress report. The interviews will take place on 11<sup>th</sup> January in the Council Chamber. Following this, and the successful outcomes of the interviews, the students will be working with me to create a viable Business Plan for the proposed Community Café in Coronation Gardens. This will then be presented by the student collective at the March Full council meeting for Members to consider in full. This will also provide a key strategic document which will be needed by funders of substantial external funding opportunities.

- 2.1.4 I am pleased to report that the planning application I submitted for the new Scout Hut and Community café has been determined and has been approved on 10<sup>th</sup> January 2024. This now enables me to submit the two funding applications for the new builds.

## **2.2 Cultural Quarter project**

- 2.2.1 The Cultural Quarter project team continue to meet and the decision on the Drill Hall Yard funding bid is that our application has been selected for the Reserve List.

It will remain on the Reserve List and will be subject to ongoing review pending additional SPF funding becoming available and will be subject to submission of a satisfactory Business Case.

## **2.3 Restoration and Reimagining the Guildhall Project**

- 2.3.1 As reported last month, the recent Public Consultation event produced extremely positive feedback from the local community and I tabulated all the results which were very encouraging and demonstrated full support for the scheme.

- 2.3.2 Following this, CAD Heritage architects have submitted on our behalf, a planning application and listed building consent for the phase 1 works and this has been validated by the Planning Authority and is awaiting determination.

- 2.3.3 As reported we have been working with the Shared Prosperity funding team and between now and March, I will be working on a re-submission of the funding bid once the planning application has hopefully been approved. This could mean we could access substantial funding and be in a position to undertake all the Phase 1 schedule of works and the installation of the solar panels can go ahead at the same time.

- 2.3.4 I have now received the detailed quote from Richard Gowan Consulting (**Appendix A**) which is the next stage of his work for HTC, to undertake crucial site investigation work as deemed necessary by a recent meeting I had with the Conservation Officer, Architects and Richard Gowan from a structural engineering perspective. This is critical to the execution of the works as part of this second stage of engagement. A decision on this is required.

## **2.4 Community Banking Hub for Helston**

- 2.4.1 I will be brokering a meeting for the Town Clerk and myself to meet with the project team from Cash Access UK for January, this has been delayed since December.

## **2.5 Toilet provision**

2.5.1 As reported last month, I have included provision for new toilets and a Changing Places scheme in the Rural Prosperity Fund bid which has now been placed on the reserve list for funding.

## **3 Meetings**

3.1.1 Due to the circumstances, I have not had any meetings this month as explained above.

## **4 Future Meetings**

4.1.1 During the coming month I have scheduled in the following meetings.

- Meeting with Projects Officer, St Ives Town Council
- Cultural Quarter project meeting
- Students interviews – University of Exeter
- Sunday volunteer gardening session
- CILCA training days
- Projects Board meeting
- Coronation Gardens project meeting
- Fire Warden training

*Charlotte Caldwell*

*8 January 2024*

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BY EMAIL

Our Ref: 2211-147-TH-FP02

06 January 2023  
Revised 16 November 2023  
Further Revised 22 December 2023

FAO: Charlotte Caldwell  
Project Officer  
Helston Town Council  
The Guildhall  
Helston  
TR13 8ST

Dear Charlotte

### **THE GUILDHALL, HELSTON – GUILDHALL REPAIRS STRUCTURAL ENGINEERING SERVICES**

Following our recent meeting with your Architect and the Conservation Officer from Cornwall Council, I'd like to thank you again for asking us to provide input as your Structural Engineers for The Guildhall Repairs Project and write to update our fee proposal for our input.

1. Our Clients are Helston Town Council.
2. Our Task
  - a. Our appointment as the Client's Consulting Structural Engineers will cover the following services:

Visual Structural Appraisal

    - i. Carry out a visual structural appraisal of the existing building. We have received your Brief for the project and highlighted relevant aspects of this above, however if you have any particular concerns which you may have with the existing building in addition to those described, it would be great if you could let us know so that we can focus our attention on these areas as well – COMPLETED.
    - ii. On the basis of this appraisal and information gained from other reports written on the building, but at this stage without the benefit of opening up works or archive research, we are to produce written notes covering those elements detailed above, giving where possible, within the confines of a solely visual inspection: - COMPLETED
      - A summary structural condition.
      - Description of any areas of obvious structural distress and its nature.
      - Description of any areas where the structure is impacted by damp penetration, including, where possible, identifying potential sources of the damp ingress.

- The outline nature of any remedial works if required. Please note that except in the simplest cases the advice we provide concerning remediation within these notes is unlikely to be sufficient to obtain reliable budget costings and depending on what we find our brief and charges will sometimes require to be extended by you to obtain reliable costings if you require them. The information will not at this stage be sufficient to accompany statutory applications such as a Building Regulations application nor will it be sufficient for a 'For Construction' issue.

### iii. Other Surveys and Reports

On occasions a solely visual inspection does not generate sufficient evidence to diagnose the source or remediation for some types of structural distress. Should this occur we will advise you of this in our notes including the nature and cost of further surveys and/or opening up works you will require.

### iv. Site Investigation

- Visit to the property to look at the existing structural arrangements in areas where alterations are planned and repairs are required. To achieve this it will be necessary to open up the finishes to expose hidden structure. We can review this together with you and your Architect as the project develops.
- Visit to the property to look at the existing ground conditions to confirm the substructure design for any new foundations. To assist us here inspection pits may be required to be dug to expose the existing building foundations and local ground conditions. Again, we can review this together with you and your Architect as the project develops.

We have assumed that you will engage a Contractor directly for opening up the finishes and digging the pits and as such their costs have not been included here.

With The Guildhall being Grade II\* Listed we will produce detailed documentation on the opening up and investigations works for appraisal by the Conservation Officer and to assist with gaining Listed Building Consent for the opening up works.

- Production of sketch details of our observations made.

### v. Initial Advice

- Provide initial advice as and when requested by you or your Architect to aid with identifying the extent of repair works required and with the development of the RIBA 2 Stage design proposals for any alterations to the building, with the production of structural design sketches and notes to support a planning application and to assist with developing outline scheme costs as required.

b. Proposed Structure Design

Production of calculations, drawings and technical specification for the structural engineering aspects of the identified to be required repairs and new alterations to achieve the proposed architectural layouts. These will be prepared to a standard suitable for submission to the Local Authority as part of a Building Regulations application with the drawings and specifications subsequently developed for Tender/Pricing and on for Construction if required.

The extent of our work in detailing repairs and designing new structure is to be confirmed as our knowledge of the scheme and existing structure that is currently hidden develops.

c. Buried Drainage Design

The production of calculations, drawings and technical specifications for any altered or repaired buried foul and stormwater drainage for the property should any surveys identify defects that need to be rectified. These will be prepared to a standard suitable for onwards submission to the Local Authority as part of a Building Regulations application with the drawings and specifications subsequently developed for Tender/Pricing and on for Construction if required.

We assume that any repairs or alterations to any above ground drainage will all be by your Architect.

d. Post Contract Stage Services

We will carry out post contract stage services on an on-demand basis, as and when requested by you or your Contractor. This will include site visits, attendance at site meetings, responding to contractors' queries and commenting on sub-contractors' proposals.

On occasion your Architect or Contractor may request that we change our designs after they have been issued, for example to suit your Contractor's preferred alternative methods of construction or construction materials, any such changes we make will be charged at our hourly rate as set out below.

3. Our fee for the above work, in respect to each item above, will be as follows:

ai	Visual Structural Appraisal	Completed
and		
aii.		
aiii.	Other Surveys and Site Investigation	£5250
aiv.	and Initial Advice	
av.		
b.	Proposed Structure Design	To be confirmed.
c.	Proposed Buried Drainage Design	To be confirmed.
d.	Post Contract Stage Services	On a time charge at the rates detailed at the end of this letter, if required.

Our fees are inclusive of our own expenses including all reasonable printing, mileage etc. The above figures are all plus VAT. Any additional services over and above those detailed above will be charged on a time basis in accordance with the last page of this letter, which also details our payment terms.

4. This proposal is based on correspondence to date and includes for the structural engineering designs as described above.
5. We would like to take the opportunity to remind you that anyone (including domestic clients) having construction or building work carried out has legal duties under the Construction (Design and Management) Regulations 2015 (CDM 2015). Full details are available in the Health and Safety Executive publication 'Managing health and safety in construction' which can be freely downloaded from the HSE website: [www.hse.gov.uk/pubns/priced/l153.pdf](http://www.hse.gov.uk/pubns/priced/l153.pdf)

We assume that the role of Principal Designer under the Construction (Design and Management) Regulations CDM2015 will be undertaken by the Architect.

6. Our appointment does not cover the following areas which we assume will be dealt with by specialists if required.
- The appraisal and remediation of mining related features and associated instability.
  - The appraisal and remediation of contaminated ground.
  - The identification or treatment of any asbestos or 'mundic concrete' related products.
  - The design and/or specification of fire protection to any structural elements.

I trust the above is helpful however if you do have any queries or require any further information please do not hesitate to contact us.

Yours sincerely 

Richard Gowan  
for Richard Gowan Consulting Limited

(continued...)

## CONDITIONS OF ENGAGEMENT (x22)

We confirm that we shall exercise reasonable skill and care in the performance of our duties.

We will enter into collateral warranties in favour of the employer, funder and tenant, provided that the Construction Industry Council (CIC) collateral warranty is used. Any bespoke warranties have to be drafted on an equitable basis, acceptable to our professional indemnity (PI) insurers and will be subject to a management fee of £1000

Unless otherwise stated (and agreed) the fee proposal will only be intended to give an indication of costs and is not a fixed quotation.

An instruction from the Client will only formally be recognised where it is in writing, be it by mail or electronic transmission (email).

### INFORMATION AND DATA SUPPLIED

The accuracy of material supplied by the Client, e.g., drawings, survey reports, etc., or a third party on behalf of the Client, e.g., their architect or designer, will be assumed to be correct.

### INVOICES

Invoices shall generally be raised monthly, at appropriate stages throughout our employment, or, on smaller projects, at the completion of our appointment, and shall be paid within 14 days of issue. If payment is not made within 14 days of the date the invoice is sent to the Client, we reserve the right to charge interest on it at 5% above the prevailing Bank of England Base Rate on a daily basis from the date of the invoice. All work generated by us remains our property until paid for (in full) by the Client. We reserve the right to suspend or terminate our services in the event of non-payment or irregular payment for our services.

If any part of an invoice is disputed or queried by the Client, the Client shall notify us of the details of such dispute or query within ten days of receipt of the invoice and of their intention to withhold payment. The payment of any undisputed part of the invoice shall not be delayed.

Should debt recovery proceedings be necessary, any legal costs and/or court fees will be charged to the outstanding account and will be payable by the Client.

### METHOD OF PAYMENT

Payment is preferred via direct bank transfer to the details below. Should this not be possible then please forward payment by cheque to the office address below.

BRANCH SORT CODE:

ACCOUNT NUMBER:

If paying by cheque please make cheques payable to 'Richard Gowan Consulting Limited'.

### TIME CHARGES

Practice charges are primarily based on the amount of our time spent working on the project. The time spent element may include meetings with the Client and others; technical work as set out in the Scope of Work; research and 'survey' work; considering, preparing and working on designs and reports; travelling in connection with the project; producing and dealing with correspondence (including e-mails); and making and receiving telephone calls.

Time spent on jobs will be charged at our normal hourly rates as follows:

Hourly rates are reviewable annually on 1st January.

Engineer - £90/hour.

Technician - £60/hour.

The above rates are all plus VAT. Where practical, we will always aim to discuss with you first, prior to work being carried out, an estimate of how much time we will spend on the project, however this is not always practical under time constraints where we will proceed under a Quantum Meruit basis

The above rates will be increased by 20% for all special services, such as legal attendance and all related matters.

### **DISBURSEMENTS AND EXPENSES**

We are entitled to recover from the client all disbursements and out of pocket expenses incurred in performing our services. Disbursements and expenses will be charged at the following rates:  
Travelling out of county will be charged at £0.67/mile.

### **OTHER SERVICES AND SUPPLIES**

Charges for equipment services and facilities not furnished directly by us and any unusual items of expense not customarily incurred in our normal operations are computed on the basis of costs plus 10%. Where the Company as agent for the Client engages other consultants or contractors the Client will be directly responsible for payment of those consultants' fees and expenses or contractors' accounts.

### **THIRD PARTY RIGHTS AND WARRANTIES**

No terms of this agreement are intended for the benefit of any third party, nor is any warranty offered to a third party. In the event that a Warranty is required an additional fee will be payable for a warranty to the sum of 10% of our total fee or £500 whichever is the greater.

### **COPYRIGHT**

Copyright of all content in all drawings, reports, specifications, calculations and other documents and information prepared by us or for us will remain vested with us. The Client, subject to paying all fees and disbursements due under the Agreement, shall have a licence to copy and use all such documents for any purpose related to the Project (but not to reproduce any designs for any work). We shall not be liable for the use of any such drawings or documents for any purpose other than that for which the same were prepared by us.

### **LIMITATION OF TIME WITHIN WHICH TO BRING CLAIMS AND FOR OUR RETENTION OF OUR FILES**

No action or proceedings under or in respect of the Agreement whether in Contract or in Tort or in negligence or for breach of statutory duty or otherwise should be commenced against us as your Consultant after the expiry of 6 years from issue of documents or such earlier date as may be prescribed by law.

Our files and papers are retained following completion of our work for a minimum period of 6 years. After that, our files will be destroyed without further reference to the Client.

### **INSURANCE**

Richard Gowan Consulting Limited maintains professional indemnity insurance and will use all reasonable endeavours to maintain such insurance for so long as it has any liability under the Agreement. Unless noted differently above, the limit of our liability for claims (except personal injury claims) will be to 100 times our fee. Information concerning Richard Gowan Consulting Limited's professional indemnity insurance will be supplied upon request.

### **PERMANENT/TEMPORARY WORKS**

The structural design Richard Gowan Consulting Limited carry out is for permanent works. The design, erection and maintenance of temporary support is the Contractor's responsibility as their programme and construction methodology is not known to us and will in any case, dictate what support is required.

### **REVIEWING OF SPECIALISTS' DRAWINGS**

Our assessment will include only a review of overall (grid) dimensions, member section sizes and the adequacy of connections to resist the forces imposed.

### **PARTY WALL ACT**

In designing and detailing works on behalf of the Client, we will reasonably consider the stability aspects of adjoining structures. However, this would not avoid the possibility of a Party Wall Surveyor or Surveyors needing to be appointed. We are not Party Wall Surveyors and the Client should seek early advice from a Party Wall Surveyor to ensure that the full implications of the Party Wall Act are understood.

We will issue our drawings to the party wall surveyor if requested to. Our fees outlined above have not included any direct consultation with adjoining owners' party wall surveyors. If we are required to attend any meetings, produce a method statement or change our drawings/ calculations to reflect what is required, then these changes will be charged at our normal engineer hourly rate, as set out below.

### **TERMINATION**

You may terminate your instructions in writing at any time. We will only stop acting for you with good reason and on giving you reasonable notice. Charges and expenses will be billed up to the date instructions are terminated.

### **FORCE MAJEURE**

Neither party shall have any liability for delay or failure in performance which results from circumstances beyond the reasonable control of that party. The party affected by such circumstance shall notify the other party if such circumstance occurs. If such circumstance continues for a period of more than three months either party may terminate the instruction by written notice.

### **USING YOUR PERSONAL INFORMATION**

For information on how your information is used, how we maintain the security of your information, and your rights to access information we hold on you, please contact: **Mel Smith on 01736 785829**

### **CORONAVIRUS – COVID 19**

Please advise us ahead of our visit if you or anybody at the property (or at your home if you are meeting us at the property but do not presently live there) have been experiencing any symptoms of Covid-19, such as a high temperature, a new continuous cough, or a loss of taste or smell.

Please understand that we may need to cancel our visit at short notice if the engineer visiting develops any symptoms of Covid-19 on or immediately before the day of the visit and another engineer is not available to attend instead.

We thank you for your assistance in helping us with these safety measures to help to keep yourselves and our colleagues as safe as we can.



**REPORT OF THE TOWN CLERK****1. Former Budgens Building**

An email has been received from a member of the public outlining a course of action in respect of the former Budgens building, attached at **Appendix A**. Members are invited to consider the request.

**11<sup>th</sup> January 2024**

**Town Clerk**

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## Appendix A

Dear Sir / Madam,

I have lived in Helston for just over a year and can see the efforts the town is making to improve the high the high street.

However, there is a major issue that, if you are a visitor to the town the first thing that you encounter on entry to the main car park close to the town centre is a derelict building, now apparently occupied by homeless people, and an area that surrounds it that looks decidedly unloved. This sadly is not a very good first impression and probably puts some people off leaving the car and walking into the high street.

Whilst I recognise that the council does not own the building I believe that the council could have an instrumental part to play in the areas regeneration and helping the high street to prosper.

Recently Aldi applied for planning permission which was blocked for all kinds of reasons best known only to Cornwall council. This really was extremely shortsighted as they have then granted planning permission for enough homes to increase the size of Helston by 10% in addition to the existing developments which are already increasing the size of Helston. This will overload the existing supermarket capacity as the total catchment area for Helston is currently approximately 40,000 residents and is increasing rapidly. (This includes surrounding areas that would travel to Helston for a major supermarket)

Whilst I support the requirement for additional supermarket facilities placing it away from the main shopping area (the High Street), would not have really added anything to Helston and the addition of coffee and fast food chains does little for the local economy. The real benefit of additional supermarket facilities would be placing it where the derelict supermarket is. If this was an Aldi it would be a destination for the local area and the people of Helston, however there has to be some changes to make this happen. This is where I believe the Town Council could play a vital part.

Initially Aldi would need to be approached to take the building and turn it back into a supermarket. They are keen to have a facility in Helston so getting them interested could be relatively straightforward.

The next bit is contentious. The upper levels of the car park would need to be sold / given to Aldi such that they can have free parking. Claiming money back after a minimum spend is time consuming and complicated and just does not fit their model. This will clearly be a cost to the County Council but the benefits easily outweigh the net benefit of parking revenue. Again, the Town Council would have to be central to this and this will take a bit of a leap of faith.

The benefit is that Helston gains a destination shop right on the back of the high street. People will travel to Aldi (there are studies on this). Once they have concluded their shopping there they can and will go into the high street to Boots and Superdrug to collect

items they cannot get in Aldi, collect prescriptions etc. Whilst there they will also frequent other shops.

I know this model works. The town I lived in previously did exactly the same thing. It had an old Co-op at the rear of the high street which closed down. The Co-op had free carparking. The town also had a Waitrose, Lidl and Sainsburys on the edge of the town. The high street had some shops but was struggling. Aldi took over the Co-op building and carpark. Almost immediately footfall in the high street went up due to shoppers coming to Aldi. The free carpark provided by Aldi was not the driver of this as the previous supermarket had a free car park. It was the fact that Aldi was a destination for shoppers and was situated in a similar position to the high street that the derelict building in Helston is. The model was so successful that there were no empty units on that High Street which had previously been struggling, much the same as any other high street.

Clearly there are many benefits to getting footfall up in town centres. The biggest is the increase in business rates by having all the units full coupled with money flowing around the local economy. All of this adds to the many good things that Helston already has.

I hope that you can forward this idea to the main council meeting and have them consider how they might implement such a plan.

Kind Regards

## Helston Town Council

## List of Payments made between 23/12/2023 and 31/01/2024

Voucher	Date Paid	Payee Name	Reference	Transaction Detail	Amount Paid
651 - 668	15/01/2024	Salary Related Expenses	Bacs	Salary Related Expenses	£32,962.80
669	01/01/2024	Cornwall Council	Std Ord	Rates	£923.00
669	21/12/2023	John Deere Financial	Std Ord	Mower rental	£512.15
669	31/12/2023	British Telecom	DD1	Phones and Broadband	£332.62
669	31/12/2023	Pennon Water Services -Source	DD2	Water Trengrouse Way PC 2/11-1/12	£45.47
669	31/12/2023	Vodafone	DD3	Staff mobiles	£59.98
669	22/01/2024	E.on	DD4	Gas - Guildhall November	£2,315.95
669	22/01/2024	E.on	DD5	Gas - Guildhall December	£641.12
669	22/01/2024	Good Energy Ltd	DD6	Electricity - Feeder Pillar Meneage Street December	£39.18
669	22/01/2024	Good Energy Ltd	DD7	Electricity - Feeder Pillar Coinagehall Street 4/11-1/1	£34.80
669	22/01/2024	Good Energy Ltd	DD8	Electricity - Guildhall - 28/9/23-1/1/24	£2,080.63
669	22/01/2024	Pitney Bowes	DD9	Postage	£208.00
669	22/01/2024	Cornwall Council	CCARDJAN1	Planning Application Guildhall	£210.50
669	22/01/2024	Grass 247	CCARDJAN2	Maintenance Materials	£53.89

669	22/01/2024	Sedia BV		CCARDJAN3	Seida yearly subscription		£63.00
669	22/01/2024	VOID		CCARDJAN4	VOID		£0.00
669	22/01/2024	Europcar Group UK Ltd		CCARDJAN5	Van Hire		£491.47
669	22/01/2024	WorkSmarter		CCARDJAN6	Holiday Calendar Software		£14.40
669	22/12/2023	Porthleven Harbour Hedgies Res		BACS	Grant		£500.00
669	22/01/2024	Amazon Payments UK Ltd		BACS283	Office Supplies, Maintenance Materials		£126.66
669	22/01/2024	AWD Recruitment Limited		BACS284	Online Advertising-vacancy		£268.80
669	22/01/2024	BIFFA		BACS285	December Waste Collection		£129.20
669	22/01/2024	Helston Home Hardware T/A Bowd		BACS286	Maintenance Materials		£46.63
669	22/01/2024	C S Brunt (Freight Services) L		BACS287	Import of Materials		£1,795.00
669	22/01/2024	Cormac Solutions Ltd		BACS288	Council Van Lease		£594.29
669	22/01/2024	Focus Technology		BACS289	Monthly licences and IT Support		£343.02
669	22/01/2024	Helston Fabrications Ltd		BACS290	Container Hire Jan		£156.00
669	22/01/2024	HELFIRE Ltd		BACS291	Consultancy and materials		£112.50
669	22/01/2024	Jewson Ltd		BACS292	Maintenance Materials		£164.70
669	22/01/2024	Logical Cleaning Solutions		BACS293	Cleaning Public Conveniences- Dec		£3,068.00
669	22/01/2024	Masons Kings		BACS294	Parts for Maintenance Equipment		£216.00
669	22/01/2024	Complete Office Solutions t/am		BACS295	Heritage Trail Leaflets		£1,370.00
669	22/01/2024	Owl Locksmiths and Security		BACS296	Additional keys		£93.50

669	22/01/2024	PAT Cornwall Ltd		BACS297		PAT testing		£202.32
669	22/01/2024	SoloProtect Ltd		BACS298		Lone Worker Alarm		£33.58
669	18/12/2023	Bradleys Chartered Surveyors		BACS		Building Survey		£2,784.00
669	22/12/2023	Lavelle, Miss P J		BACS		Travel Expenses		£93.40
669	22/12/2023	Caldwell, Ms C L		BACS		Travel Expenses		£59.25
669	22/12/2023	Caldwell, Ms C L		BACS		Travel Expenses		£67.43

**Total Payments**

**£53,213.24**

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