15th February 2023

Councillors: You are hereby summoned to attend a meeting of the Parish Council on **Monday 20th February 2023 at 7:15 p.m.** in the Parish Meeting Rooms for the purpose of transacting Parish Council business. **Pip Davis**

Clerk/RFO

**PARISH COUNCIL GENERAL MEETING**

**Venue: Parish Meeting Room**

**20th February 2023**

Present:

Chairman Alan Youel

Cllr Kristian Burgess

Cllr Mark Allen

Cllr Ruth Hoose

Cllr Richard Solesbury-Timms

Cllr Kay Stevens

Cllr Rachel Washer

Parish Clerk / RFO

Nigel Mills joined the table following co-option to partake in discussion though was excluded from voting in accordance with The Local Government Act 1972.

**23/24**  **Apologies for absence**Apologies received from Cllr Jerrams Coughtrey and Cllr Knight.  
On the proposal of Cllr Allen, it was **RESOLVED:** to approve apologies for absence.

**23/25**  **OPEN MEETING**

A resident stated they wished to comment on the following agenda items:

23/30 Tenlands development, 23/38 – reference to the Nolan Principles, 23/39 Queen Elizabeth II Commemorative Trees - planting instead for specific residents. 23/45 Footpath gritting – occupational health considerations. 23/48 Cemetery – commentary on the clerk’s responsibility to maintain records.

The resident asked to be permitted to comment throughout the meeting, declined by Council.

A resident commented on 23/48 and stated interest in an on-site cemetery working party.

**Open meeting closed 19:22**

**23/26 Members’ declaration of interest in items on the agenda**

None

**23/27 Appointment by co-option**

The Chairman provided a summary of the requirements that the candidate must be co-opted and co-options must achieve a majority.

On the proposition of the Chairman, it was **RESOLVED**: to appoint Nigel Mills to council by co-option. 

**23/28 Approval of minutes of meeting 16/01/2023** **– attached**

On the proposition of Cllr Hoose, it was **RESOLVED**: to approve the minutes of the meeting of Council on Monday 16th January 2023.

**23/29** **Planning – letters, decisions and applications – attached**

On the proposition of Cllr Allen, it was **RESOLVED**: to resubmit comments made on previous application for same development.

**23/30 Development at Queen Street/Tenlands**

Chairman to write to land owner and outline objections to development at the site.

**23/31** **VAS update**

Date set for data download and move 27th February, apologies received for delays.

**23/32** **Open Spaces – Thenford road, Millers Way**

Assigned Task and Finish group to meet when all councillors are available.

**23/33** **Authorisation of payments**

On the proposition of Cllr Allen, it was **RESOLVED**: to approve and provide dual signatory on payments scheduled January 2022 - February 2023.

**23/34 ICC**

On the proposition of Cllr Allen, it was **RESOLVED**: to seek external support for cemetery review.

Asset register – recording process under review of clerk, discuss with internal auditor.

Annual risk assessment – Finance and Policy to review.

Annual budget review – awaiting sign off for 2020/21, 2021/22.  
Planning files – system of management for internally tracking applications (format from Cllr Allen)

All councillors to re-sign registers of interest and electronic summons permissions.

Insurance – up for renewal pending pr-renewal questionnaire. Confirm schedule.

Procedures file – to review, considerably out of date.

Ensure H&S in the workplace certificate and liability information displayed at PMR.

**23/35 Effectiveness of Internal Audit – attached**

On the proposition of the Chairman, it was **RESOLVED**: to approve the Effectiveness of Internal Audit 2023-24.

Cash handling and asset register to be reviewed. Finance and policy to create schedule for documents review.

**23/36 Financial Risk Assessment – attached**

On the proposition of the Chairman, it was **RESOLVED**: to approve the Financial Risk Assessment 2023-24.

Review of Financial Regulations recommended.

Version controls to be included as per the Chairman’s templates for 23/35 and 23/36.

**23/37 Grant Allocation Protocol**

Cllr Allen to propose meeting dates and brief for protocols.

**23/38** **Vexatious requests and complaints policy**

On the proposition of Cllr Allen, it was **RESOLVED**: to approve the drafted policy to address vexatious requests and complaints.

**23/39 Commemorative planting**

On the proposition of Cllr Solesbury-Timms, it was **RESOLVED**: to support planting at Stanwell and the embankment at SE entrance to village.

**23/40 Parish Meeting Room regeneration**

To proceed with the quote for planters/window boxes totalling £270 if within the regeneration budget. Clerk to purchase kitchenware.

**23/41 Parish Council identity, branding and mission**The council will run a competition to design a new logo. The council will consider a new mission statement.

**23/42 Website upgrade**

The Chairman and Cllr Allen to audit and assess the information architecture and site mapping of the website.

**23/43** **Sealed Knot 380 anniversary event – attached**

On the proposition of Cllr Solebsury-Timms, it was **RESOLVED**: to approve organising, hosting and funding 380 anniversary commemorative re-enactment event.

**23/44 King’s Coronation commemorative pins**

Cllrs Hoose and Stevens to collaborate on items for children in the village and feedback with options.

**23/45 Footpath gritting**

Deferred.

**23/46** **Village maintenance works**

Deferred.

**23/47 Warm spaces review**

Deferred

**23/48 Cemetery overhaul project**

Deferred.

**23/49** **Matters for information**

**23/50** **Exclusion of press and public**

It is proposed that, in accordance with Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960, the public and press are excluded from the meeting during the consideration of the item set out below on the grounds that publicity would be prejudicial to the general interest by reason of the confidential nature of the business to be transacted.

**23/51 Commemoration at the Parish Meeting Room**

**23/52 Grass-cutting contract**

**23/53** **Next meeting** 20th March 2023 – Full Council Meeting. **Signed: Pip Davis** – Clerk / RFO to Middleton Cheney Parish Council.

**PARISH COUNCIL EXTRAORDINARY MEETING**

**Venue: Parish Meeting Room**

**28th February 2023**

Cllr Burgess   
Cllr Allen

Cllr Hoose   
Cllr Stevens

Cllr Truman

Cllr Solesbury-Timms

Pip Davis Clerk/RFO

**Meeting commenced 16:35pm chaired by Cllr Burgess**  
**23/54** **Apologies for absence**

Apologies received from Chairman Youel, Cllr Jerrams Coughtrey, Cllr Knight, Cllr Mills and Cllr Washer. On the proposition of Cllr Allen it was **RESOLVED:** to approve apologies for absence.

**23/55**  **Members’ declaration of interest in items on the agenda**

None

**23/56** **King’s Coronation commemorative pins**

On the proposition of Cllr Hoose it was RESOLVED: to approve the order of 2000 commemorative pins, design 1 personalisation for ‘Middleton Cheney’.

**23/57** **Footpath gritting**

Deferred to next meeting.

**23/58** **Village maintenance works**

On the proposition of Cllr Solesbury-Timms it was RESOLVED: to authorise repair/replacement of bench as per previous minutes, quotes for other works to be obtained.

**23/59** **Warm spaces review**

Cllr Hoose to create review from local organisations and feedback next meeting.

**23/60** **Matters for information**

None

**23/61** **Exclusion of press and public**

On the proposition of Cllr Hoose it was **RESOLVED:** to exclude press and public while the item set out below is discussed.

**23/62** **Grass-cutting contract**

On the proposition of Cllr Allen, it was **RESOLVED:** to award the grass-cutting contract subject to reference checks and return of signed contract.

**23/63** **Next meeting** 20th March 2023 – Full Council Meeting.  
**Signed: Pip Davis** – Clerk / RFO to Middleton Cheney Parish Council.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Application Number**  **23/69** | **Comments due** | **Location** | **Proposal** | **Parish Council Comments** |
| [WNS/2023/0232/FUL](https://snc.planning-register.co.uk/Planning/Display/WNS/2023/0232/FUL?cuuid=8D208003-93F0-42DD-BD43-22F58B69D450) | 27/03/2023 | 16 Dands Drive, Middleton Cheney, Northamptonshire, OX17 2NN | Two part single storey side part rear extension Location |  |
| [WNS/2023/0282/NA](https://snc.planning-register.co.uk/Planning/Display/WNS/2023/0282/NA?cuuid=F697C791-2208-443A-9B7C-CF45AAC3CBDD) | 27/03/2023 | OS Parcel 7921 South Of Huscote Farm And North West Of County Boundary Daventry Road Banbury | Neighbouring authority re consultation for the construction of up to 140,000 sqm of employment floorspace (Use Class B8 with ancillary offices and facilities) and servicing and infrastructure including new site accesses, internal roads and footpaths, landscaping including earthworks to create development platforms and bunds, drainage features and other associated works including demolition of the existing farmhouse - All Matters Reserved - re-submission of 22/01488/OUT. |  |
| [WNS/2023/0287/FUL](https://snc.planning-register.co.uk/Planning/Display/WNS/2023/0287/FUL?cuuid=0ACCEB85-EE97-4996-891A-085257F01982) | 27/03/2023 | 29 Centenary Road Middleton Cheney OX17 2SJ | Rear Single storey Extension |  |
| [WNS/2023/0273/HPD](https://snc.planning-register.co.uk/Planning/Display/WNS/2023/0273/HPD?cuuid=61A5405E-CA24-42ED-8CE4-FA1AAEA16E94) | 27/03/2023 | Lyndale 26 Astrop Road Middleton Cheney OX17 2PQ | Determination as to whether prior approval is required (under Class A, Part 1 of the above Order) in respect of the impact on the amenity of any adjoining premises of a proposed single storey rear extension extending 5.00m beyond the rear wall of the original dwelling house, maximum height of 2.83m and height of eaves 2.36m |  |
| [WNS/2022/1557/EIA](https://snc.planning-register.co.uk/Planning/Display/WNS/2022/1557/EIA?cuuid=22ECDBB3-3A0E-4A62-B89C-8F173F545747) | 09/04/2023 | Astwick Green Power Land North Of Barley Mow Farm Buckingham Road Evenley | The construction and operation of an anaerobic digestion facility, ancillary infrastructure, landscape planting and the construction of a new access road and access from the B4031. Application accompanied by an Environmental Statement |  |

**23/75**

**Volunteer Parish Animal Warden for Middleton Cheney.**

As the Volunteer Parish Animal Warden you will have the support of the Parish Council when acting on our behalf.

Your responsibilities are as follows:

1. At regular intervals inspect the following areas of the village:

* footways and paths, including public footpaths
* recreation areas include the play areas, sports playing pitches, village greens
* With the specific remit of:
  + To remind villagers of the law on dog fouling where required
  + To notify the Council the location of dog fouling that requires removal
  + To notify the Council if dog waste bins require early emptying or are in need of repair
  + To advise dog walkers of areas where dogs must be kept on leads to safeguard livestock

1. To receive and collate information from members of the public regarding anti-social behaviour –specifically around dogs and dog walking– and inform the Parish Council of actions potentially needed
   * Ensure pet owners know they are responsible for the health, welfare and behaviour of their pets and should be aware of the legislation surrounding dog ownership. Dogs must be kept under control at all times, particularly around livestock
   * Alert the Parish Council of complaints of dog fouling that requires removal.
   * Report to the Parish Council any major issues or potential legal action which needs to be taken including stray dogs.
2. To provide support and advice to members of the public on lost / found and stray domestic animals
   * To visit, scan and reunite (where possible) any “found” animals within the Parish
   * To collect, scan and reunite (where possible) any stray animals within the Parish and report to West Northamptonshire Council Environmental Health.
   * To support members of the public who have lost their pets with a rapid response to reuniting the owner with their animal. The Parish Council acknowledge that any traps and wildlife cameras are the property of the Animal Warden and not provided by the Parish Council
   * To collect and scan any deceased domestic animals found, and ensure the owner is informed.
3. Reporting
   * To submit regular reports to the Parish Council regards:
     1. Consistent issues reported relating to dog fouling in particular areas
     2. Number of animals reported:
        + Lost
        + Found
        + Deceased
     3. Dog Waste bins in need of repair
     4. Issues raised by members of the public.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Authorisation of Payments March 2023 Month 12 - Tax Year** | | | | | | | | | |
|  |  | **Paid** | Dell |  |  | 448.99 |  | 22/1120 Laptop and associated equipment |  |
|  |  |  | *Parkinsons shop* | *9.50* |  | *9.50* |  | *Kitchenware* |  |
|  |  |  | *Amazon* | 11.99 | 2.4 | 14.39 |  | *22/1120 Laptop and associated equipment* |  |
|  |  |  | *Microsoft Office* | *15.58* | *3.11* | *18.70* |  | *Microsoft office (pro rata, 60 days), 23/33* | |
|  |  |  | *Microsoft office* |  |  | 95.06 |  | *23/33 Microsoft subscription 10 months* |  |
|  |  |  | Pip Davis |  |  | 137.65 |  | TOTAL EXPENSES |  |
|  |  |  | Debbie Burdett | 35.99 |  | 35.99 |  | Boots |  |
|  |  | DD | ICO | 35.00 |  | 35.00 |  | data register |  |
|  |  |  | PKF Littlejohn | 887.50 | 177.50 | 1,065.00 |  | External audit extra hours |  |
| 08/03/2023 | 8050816 | DD | Hiscox Underwriting Ltd | 391.75 | 0.00 | 391.75 | *4040* | Insurance |  |
| 08/03/2023 | 45298 | . | Made By Cooper | 1,292.00 | 258.40 | 1,550.40 |  | Commemorative pins |  |
|  |  | . | WNC | 110.00 |  | 110.00 |  | WNC green waste subscription |  |
| 06/07/2023 | INV-2149 | . | Kelsy Krafts | 90.00 |  | 90.00 |  | Window boxes |  |
| 07/07/2023 | 18619941 | . | O2 | 108.28 | 21.86 | 131.14 | *4553* | Mobiles |  |
| 10/03/2023 | 11743149 |  | Wave | 12.29 |  | 12.29 |  | Water |  |
|  |  |  | WNC | 110.00 |  | 110.00 |  | Green waste subscription Cemetery | |
|  |  |  | WNC | 372.00 |  | 372.00 |  | Cemetery non-domestic rates |  |
|  |  | DD | Onecom | 66.75 | 13.35 | 80.10 |  | Broadband |  |
| 15/03/2023 | 73233 | DD | Rydal Security | 67.72 | 13.54 | 81.26 | *4553* | CCTV- mobile phones |  |
|  |  | DD | Rydal Security | 8.00 | 1.60 | 9.60 | *4552* | Remote support |  |
| 28/02/2023 | 459870 | . | SGW Payroll | 31.50 | 6.30 | 37.80 |  | Payroll |  |
| 23/02/2023 | 6357 | . | Shield Maintenance Ltd | 147.33 | 29.47 | 176.80 | *4511* | Dog waste bin collection |  |
|  |  | DD | Siemens | 103.00 | 20.60 | 123.60 | *4550* | CCTV lease |  |
|  |  | DD | Siemens | 225.00 | 45.00 | 270.00 |  | Printer lease |  |
|  |  | DD | Tower Leasing | 157.00 | 31.40 | 188.40 | *4550* | CCTV system, tilt zoom camera, pole | |
| 31/03/2023 | . | . | Richard Jerrams Coughtrey | . | 0.00 | 0.00 | *4000* | Monthly salary |  |
| 31/03/2023 | . | . | Debbie Burdett | . | 0.00 | 0.00 | *4000* | Monthly salary |  |
| 31/03/2023 | . | . | Pip Davis | . | 0.00 | 0.00 | *4000* | Monthly salary |  |
|  |  |  | Pip Davis |  |  |  | *4000* | 4 hours overtime (8 hours OT, 4 hours absence) | |
|  |  |  |  |  | Total | 5,008.78 | & Salaries |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | **Bank Balances as at 10/03/2023** | |  |  |
|  |  |  |  |  |  | Community Account |  |  | 100.00 |
|  |  |  |  |  |  | Business Premium Account 360 | |  | 253,467.70 |
|  |  |  |  |  |  | Business Premium Account 259 | |  | 77,281.88 |

**Sealed Knot 360 anniversary event**To consider hosting and funding 360 anniversary event.

**23/76**



**Middleton Cheney Parish Council**

**Cllr Richard Solesbury-Timms  
Cllr Kay Stevens  
Cllr Kristian Burgess**

380 ANNIVERSARY

**Battle of Middleton Cheney**

3rd - 4th June

**Event Plan**

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## Executive Summary

The 380 Anniversary Battle of Middleton Cheney will be a Sealed Knot commemorative re-enactment event. “The Sealed Knot brings history to life by staging events throughout the country all year round, offering a chance to experience at first hand the horrors of a nation at war with itself, as well as providing a glimpse of everyday life in those days”.   
A site at Astrop Road is planned to host a new information board of the Battle of Middleton Cheney which occurred in 1643, and a memorial plaque is planned for All Saints to commemorate the 46 fatalities of the skirmish. As 2023 marks 380 years since the Battle, an opportunity has been presented by the Sealed Knot to tie in the new memorial features with a re-enactment event at the Middleton Cheney. The event will see Sealed Knot members camp in Burgess Farm 2nd – 5th June, with visitor events planned at Burgess Farm across the weekend of 3rd – 4th June (rescheduled from original 6th May skirmish date due to the King’s Coronation and connected events). The outline schedule provided by the Sealed Knot is a 2 day mini muster event for up to 200 Sealed Knot attendees who will provide a “Living History” camp, performance activities and educational visits within the village.

With the planned outcome of a successful village event, the Parish Council will have a robust framework to refer to for future event planning and may confidently springboard into further event commitments within the community. The success of the event will be monitored by observing quantity and ages of attendees as well as providing opportunities for visitors to feedback to the Parish Council for future event planning.

## Context

The English Civil War describes the religion and monarchy roused wars between 1642 and 1651. A year into the English Civil War and following a lull of Wintertime fighting, the Battle of Middleton Cheney was a short-lived clash in which parliamentarians advanced and sought to take control of Banbury. Due to royalist response, a parliamentarian retreat was ordered, and was pursued by a royalist detachment. In the ‘Towne Field’ to the south of the village of Middleton Cheney the parliamentarians decided to make a stand.

**BATTLE DATA**

**NAME:**Battle of Middleton Cheney

**DATE:** 6 May 1643

**WAR PERIOD:** Civil Wars

**START TIME AND DURATION:** mid-afternoon, lasting less than half an hour

**OUTCOME:**Royalist Victory

**ARMIES:** Royalist force of about 600 cavalry commanded by James Compton, Earl of Northampton; Parliamentarian detachment of 600 foot and 120-150 cavalry with one six pound drake ordnance, possibly commanded by the Major of Colonel Berkley’s Northampton garrison regiment. Losses: 50-220, mainly parliamentarians

**LOCATION:** approximately located in the fields south of the village and fought across common field / hill and valley

## Event Overview

The 380 Anniversary Battle of Middleton Cheney will be a commemorative event of the Royalist vs Parliamentarian skirmish that occurred in the village on 6th May 1643. 46 of the battle’s fatalities were buried in the churchyard of All Saints in Middleton Cheney. In the same manner as the Sealed Knot’s re-enactment event for the [375th Anniversary Battle of Cropredy Bridge](https://www.facebook.com/cropredy375/), this event will inspire a connection for residents with their local history, provide education to local children and provide opportunity for formal commemoration of those who died during the battle. There is also potential for a boost to local services who may be able to position themselves at the learning village / camping site over the event weekend.

Date:  
Campers and provisions required: Friday 2nd June 2023 – Monday 5th June 2023  
Visitor events: Saturday 3rd June 2023 – Sunday 4th June 2023

|  |  |
| --- | --- |
| Camping | Next to Burgess Farm |
| Living History village | Next to Burgess Farm |
| Performance activities | Next to Burgess Farm |
| Parking | Next to Burgess Farm |
| Memorial ceremonies | Astrop board, All Saints Plaque |
| Parades | Washle – Main Road – Queen Street – All Saints |
| Church service | All Saints Sunday service |
| Other activities provided by village groups | Consider Scouts, Library, Historical society. |

Purpose:  
Education, community engagements, commemoration.

Need:  
A unique opportunity for commemoration that will highlight the village’s history. An event to encourage positive engagement with Parish Council and its aim to fil vacancies by showcasing more lively aspects of its remit. Potential boost to local businesses who may be able to position themselves to provide for campers and visitors of the event.

The event has a broad target audience for young and old, particularly for those interested in local and Medieval History. The purpose of the event is to benefit the residents of Middleton Cheney but proper publicity can also encourage engagement with visitors further afield.

## Event Requirements

Facilities and Utilities:

|  |  |  |
| --- | --- | --- |
| Electricity | None required |  |
| Water | Campers / Living village / (Visitors?) | Water stations using containers ferried from Charmaine |
| Fuel | Living village (/ Campers?) | Firewood – AGU |
| Waste | Living village and visitor areas  End of event site clearance SK own waste management | Old bin barrows to be stationed 1 x entrance, 1 x portaloos, Black bags to be stationed round living village and disposed at PMR large bin. |
| Toilet facilities | Portaloos for Living village / visitors | Quote 1 a 4 x Standard Event Units with hand sanitiser to OX17 2LR  1 x Disabled/EAU Event with hand sanitiser to OX17 2LR  **Please be advised the Disabled Units waste capacity is the same as a Standard unit.** Delivery Friday 2nd June Collection Monday 5th June  = **£383 +VAT**    Quote 1 b  6 x Standard Event Units with hand sanitiser to OX17 2LR  1 x Disabled/EAU Event with hand sanitiser to OX17 2LR  **Please be advised the Disabled Units waste capacity is the same as a Standard unit.** Delivery Friday 2nd June Collection Monday 5th June  = **£527 +VAT**  Quote 2  4 x cold chem event tulu's @ £105+vat each  1 x Disabled access unit @ £125+vat each  Delivery and collection @ £25+vat each way, during normal working hours Monday to Friday.  =£595+vat  [Toilet Calculator | Portableloo2u](https://www.portableloo2u.co.uk/toilet-calculator/) |
| Accommodation | SK Campers | SK provide own tents next to Burgess Farm |
| Catering | Visitors | PC to invite local businesses and offer a permit. Catering not provided / funded by PC. |

Services

|  |  |  |
| --- | --- | --- |
| Fire safety | Camping / Living village | SK provide fire safety equipment for camping / Living village  Fire marshals?  Contact fire station |
| Health and Safety | Living village / Visitors | Source H&S lead – SK own?  Identify requirements from SNC events |
| Security | Living village / Visitors | Marshals |
| Medical | Camping / Living village / Visitors | St Johns Ambulance? |
| Traffic management | Site access / Parade | Confirm with SNC events/ Highways  “Our recommendation for this event is a Traffic Light Crossing controlled by a Traffic Management Operative. This would eliminate the need for a speed reduction on the road and makes it safer for the pedestrians crossing.    The cost of this would be £450 per day for 8 hours.” |

Legal and Insurance

|  |  |  |
| --- | --- | --- |
| Wet weather / event insurance | Not needed |  |
| Public Liability | Parish Council under Insurance policy |  |
| Risk assessments | To be completed – HSE website guidance for events. |  |

## Marketing & Communications Plan

Puritans / Horton radio

Cheney Chatter

Leaflets to public amenities

Posters

Social Media adverts to local community and historical groups

Website advert

## Financial Plan & Considerations

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *Please note that this does not constitute a formal contract or confirmation of your event until this form has been signed by all parties, authorised centrally by the SK and returned to you. Your attention is drawn to the terms and conditions attached.*  *The Sealed Knot Ltd is a company limited by guarantee, registered charity number 263004* | | | | | | | |
| **Date of event**: 3rd and 4th of June 2023 | | | |  | | | |
| Company / Promoters Name | Middleton Cheney Parish Council | | | Promoters Order No |  | | |
| Invoice address: |  | | | E-mail contact: |  | | |
| Postcode: |  | | | Tel: |  | | |
| Net Fee: |  | VAT: |  | Gross Fee: | £2650 | Deposit: | £530 |

**Event Details**: *Please select all that apply*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Exact location (incl Postcode):**  Field adjacent to Burgess Farm, Farthinghoe Rd, Middleton Cheney, Banbury Oxfordshire. OX17 2NE | | | | | | |
| **Scale**: | Major muster |  | Mini muster | Y | Regimental muster |  |
|  | Booked Event | Y | Individual appearance |  |  |  |
| **Nature**: | Battle re-enactment | Y | Skirmish re-enactment | Y | Drill display | Y |
|  | Parade | Y | Living History display | Y | Lecture / Talk / Play |  |
|  | Filming / Photo shoot |  | Recruitment | Y | Training |  |
| **Publicity** | Public |  | SK Members (all) | Y | By invite only |  |
| **Notes** | *e.g. any specific or special conditions?* | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **1 Campsite required?** | Yes | **10 Horse required?** | No |
| 2 If yes, approx. size: | 44 Acres | 11 Paddock & water available? | No |
| 3 Water available? | Yes | **12 SK Medical Services required?** | Yes |
| 4 Toilets provided? | Yes | **13 Powder required?** | Yes |
| 5 Skip hire required? | No -Sponsor | 14 Powder overnight storage required? | No |
| 6 Food Traders required? | No -Sponsor | *If yes to* ***13*** *please submit an* ***ASBP*** *form along with the SK5 form to* | |
| ` | No- Sponsor |
| 8 Beer tent required? | No |
| 9 Beer tent supplied by sponsor? | Yes |

|  |  |  |  |
| --- | --- | --- | --- |
| Promoter Signature  & Date |  | Print Name: |  |
| SK Organising Unit | William Gordons Regiment of Foote, Scots Brigade. | | |
| SK Organiser Signature  & Date |  | Print Name: |  |
| E-mail contact: |  | | |
| Regt. CO Signature & Date: |  | Print name: |  |
| E-mail contact: |  | | |

**1. THE SEALED KNOT'S OBLIGATIONS**

The Sealed Knot undertakes to:-

a) organise and perform through its members the Performance and will use its reasonable endeavours to supply adequate personnel including equipment and gunpowder. The deployment of personnel and the script shall be in the sole discretion of the Sealed Knot.

b) be responsible for the layout, security and fire precautions of the Camp Site and SK Traders Site.

c) collect up litter around the Camp Site SK Traders Site and Living History Site and leave in a clean and tidy condition.

d) be responsible for the Living History Site which will be on display to the public at times to be agreed between the parties.

e) during the Period be responsible for repair of damage caused by the Sealed Knot or its contractors, agents, members or servants to the Camp Site Living History Site

f) be responsible for arranging attendance of adequate medical personnel and equipment for the treatment of members of the Sealed Knot only during the Performance and on the Camp Site.

**1.1 The foregoing shall represent the entirety of the Sealed Knot's obligations in connection with this Agreement and the organisation of the Performance (and the Promoter's event of which the Performance forms part) and all other matters whatsoever including policing, traffic management and medical assistance to the public shall be the sole responsibility of and be at the cost of the Promoter.**

a ) As a voluntary society with a widely dispersed membership, the Sealed Knot cannot predict the numbers which will attend any particular event. However, as a matter of policy, all musters are advertised in the Society’s magazine providing adequate notice and details of forthcoming events and commitment to competing events is avoided where possible in order to ensure adequate attendance.

**2. THE PROMOTER'S OBLIGATIONS**

**2.1** Without prejudice to paragraph 2.2 the Promoter shall:-

a) as soon as is possible (and in any event at least 28 days before the start of the Period) obtain a written sole and exclusive licence from the Owner, Lessee or whoever is able to grant such a licence, for the use of the Site (including full and unrestricted access for vehicles and pedestrians) in accordance with the provisions hereof and provide the Sealed Knot with a copy/copies of the same on demand.

**2.2 IN RESPECT OF THE CAMP SITE**

a) designate the Camp Site for the sole and exclusive use of the Sealed Knot and its members and invitees as a camp caravan site and for the parking of such persons' cars and vehicles during the Period.

b) permit the erection of a beer tent on the Camp Site by the Sealed Knot or its contractor or franchisee for the supply of alcoholic beverages and all income received by the Sealed Knot its contractor or franchisee from it shall belong to them absolutely.

c) allow the Sealed Knot or its licensee to erect or pitch tents marquees and caravans within the SK Traders Site without charge for the provision of hot or cold food clothing memorabilia armour and other goods of whatsoever nature to members of the Sealed Knot provided that all income received by the Sealed Knot in respect of the sale of the same shall belong to the Sealed Knot absolutely.

d) provide a sufficient supply of drinking water through stand pipes or bowsers with taps to the Camp Site for the Period.

e) provide and be responsible for all sanitation of the Camp Site including the provision of a good and sufficient number of toilets and make proper arrangements for emptying and keeping cleansed and in good working order such toilets.

f) supply the Camp Site with adequate refuse sacks and skips and arrange for their collection and disposal at regular intervals throughout the use of the Camp Site.

g) provide the services of a minimum of one and a maximum of two tractors on stand by free of charge for towing of caravans etc onto and from the Camp Site and SK Traders Site for the duration of the Period and render such assistance as may be necessary or required in connection therewith.

h) supply and infill where necessary aggregate at gateways and other agreed areas during the Period.3.2.9

i) ensure that the Camp Site is kept free of grazing animals for a period of no less than 21 days prior to the Period.

**2.3 IN RESPECT OF THE BATTLE FIELD**

a) arrange that throughout the Period the Battle Field will be made available as required for the sole and exclusive use of the Sealed Knot and its members and invitees (including but not limited to representatives of the news media).

b) provide and erect two rope barriers not less than 6 metres apart along any part of the perimeter of the Battlefield adjacent to any area to which the spectators have access.

c) ensure that the Battlefield is kept free of grazing animals for a period of 21 days prior to the Period.

**2.4 IN RESPECT OF THE SPECTATORS AREA(S)**

a) provide the Spectators Area(s) from which the public may to the best of the Promoter's ability view the Performance and ensure that there is a separate area for the press

b) organise and be responsible for the sale of tickets and the direction of members of the public to the Spectators Area(s). The Promoter shall supply the Sealed Knot with a quantity of free spectator passes as shall be agreed.

c) provide a commentary point and adequate public address system for use by the Sealed Knot commentators during the course of the Performance.

d) only admit persons to the Spectators Area(s) at controlled points of entry on production or purchase of a valid ticket and at each such controlled point of entry prominently display a notice on a position and in such a way that any persons entering or purchasing a ticket would see a notice before they were able to enter or purchase a ticket and ensure that all tickets contain the same wording as the notice as follows:-

**"WARNING:** Sealed Knot Battles are dangerous and admission is entirely at the entrants risk. It is a condition of entry that all persons having a connection with the provision or organisation or conduct of the Battle or its preparation or disposal afterwards including the owners and occupiers of the land and the Sealed Knot Limited and its members are absolved from all responsibility in respect of any damage or injury whatsoever to property or persons admitted however the damage or injury may have been caused excluding negligence where this results in death or personal injury".

e) allow the Sealed Knot or its licensee to erect or pitch a tent caravan trailer or marquee in the Spectators Area(s) without charge for the sale of memorabilia merchandise and information to members of the public at such prices as the Sealed Knot shall at its sole discretion deem appropriate provided that all income received by the Sealed Knot in respect of the sale of the same shall belong to the Sealed Knot absolutely.

**2.5 IN RESPECT OF THE LIVING HISTORY SITE**

a) make the Living History Site available for the exclusive use of the Sealed Knot its contractors' agents members or servants during the Period.

b) provide sufficient drinking water close to the Living History Site.

c) provide good and sufficient toilets close to the Living History Site and make proper arrangements for emptying and keeping the same properly clean and in good working order.

d) rope off the Living History Site for use by the Sealed Knot.

e) be responsible for the security of the Living History Site when it is not on display to the public.

f) arrange for the Sealed Knot to be permitted to have camp fires within this area.

g) ensure that the Living History Site is kept free of grazing animals for a period of 21 days prior to the Period

**2.6 GENERALLY**

a) observe and perform all requirements of and do or cause to be done all such works and things including but not limited to the obtaining of and compliance with the conditions of any permission or licence (save for justice's licence in respect of the Beer Tent Site referred to) which may be required by virtue of any Act of Parliament local act or by laws already or hereinafter passed and rules and regulations thereunder which are required to be done in respect of the Promoter's event, the Performance or the use of the Site.

b) the Promoter hereby acknowledges that all rights whatsoever including the goodwill trade mark rights and the copyright in "The Sealed Knot" and any of its insignia is vested in the Sealed Knot and the Sealed Knot shall be entitled without payment to the Promoter to exploit the Performance in such media and in such manner as it considers appropriate subject to the prior approval of the Promoter (such approval not to be unreasonably withheld).

c) obtain the prior approval (such approval not to be unreasonably withheld) from the Public Relations Officer of the Sealed Knot to any publicity in which the words "The Sealed Knot Limited" or any permutations thereof and/or the Sealed Knot insignia appear and the form of all publicity generally relating to the Sealed Knot.

**3** . **PAYMENTS**

a) The Deposit shall be payable by the Promoter upon execution of this Agreement.

b) The balance of the Fee shall be payable within 28 days after invoice.

**4 . CANCELLATION**

It is hereby agreed and declared by the parties:

4.1 the Promoter at any time up to four calendar months prior to the commencement of the Period may give seven days written notice to the Sealed Knot at its registered office of the Promoter's wish to withdraw from this Agreement and in that event the terms of this Agreement shall be cancelled but the Deposit paid to the Sealed Knot shall not be returned but shall be treated as a cancellation fee.

4.2 The Sealed Knot shall have the right to cancel this Agreement at any time forthwith by notice to the Promoter at its address or registered office upon the occasion of any of the following events namely:-

a) in the event of the Promoter being an individual or group of individuals:

i) the presentation of a bankruptcy petition or making of a bankruptcy order against any individual being a

Promoter or

ii) the committing of an act of insolvency as defined by the Insolvency Act 1986 by any individual being a Promoter

b) in the event of the Promoter being a limited company:

i) the presentation of a winding up petition or the making of a compulsory winding up order in relation to the company or

ii) the passing of a resolution to wind up the company or

iii) the company committing any act of insolvency as defined by the Insolvency Act 1986

c) in the event of the Promoter being some other form of legal entity:

i) that entity suffering from any event analogous to any of the events referred to in paragraphs 5.2.1 and 5.2.2 above and which prevents that entity paying their debts as they fall due

d) in any such case the Deposit paid to the Sealed Knot shall not be returned but shall be treated as a cancellation fee (without prejudice to the Sealed Knot's other rights and remedies).

4.3 The Sealed Knot shall have the right to cancel this Agreement and suspend performance of its own obligations forthwith without liability to the Promoter in the event that the Promoter is in breach of any of its obligations under this Agreement.

**5. LIABILITY**

a) The Sealed Knot shall not be liable to the Promoter for any consequential or economic loss suffered by the Promoter except where arising from the negligence of the Sealed Knot or its members, servants or agents.

b) The Promoter shall indemnify and keep indemnified the Sealed Knot and its members, servants and agents from and against any and all loss damage or liability of whatever nature suffered and legal fees and costs incurred by the Sealed Knot and its members servants and agents resulting from either or both the following:-

i) any claim made against the Sealed Knot and/or its members, servants and agents by any person in respect of injury to person or damage to or loss of property howsoever arising (except where such injury damage or loss is caused by the negligence of the Sealed Knot or any of its members, servants or agents) and/or

ii) any breach of its obligations under this Agreement by the Promoter.

c) The Promoter shall take out insurance cover in respect of its potential liabilities under this Agreement in a sum to be agreed with the Sealed Knot (not being less than £5,000,000) and shall provide to the Sealed Knot upon request written evidence of payment of premiums

d) The Sealed Knot will utilise a detailed event planning and management guide that includes all aspects of an event to plan and manage the event. This guide has been produced from risk assessments and many years of experience of such events. The Sealed Knot will provide a copy of this guide to the promoter to enable them to review the controls being implemented by the Sealed Knot ensure that they meet their statutory duties. The event planning and management guide identifies each area of risk, who might be harmed and the control measures required to manage such risks to a low level.

The Sealed Knot Health and Safety Officer will, if requested, meet with the safety representatives of the promoter to discuss detailed safety arrangements to ensure both parties are legally compliant

**6. WHOLE AGREEMENT**

This Agreement constitutes the whole agreement between the parties hereto and it is expressly declared that no warranty is given by the Sealed Knot as to numbers either of its members that will take part in the Performance or of spectators to the Performance or any other matter not expressly set forth herein and that no variations hereof shall be effective unless made in writing.

**7. INTEREST**

If any monies which are payable by the Promoter to the Sealed Knot under any covenant or provision of this Agreement shall be due but unpaid the Promoter will pay on demand to the Sealed Knot interest at a rate equal to 4% above base rate for the time being of Barclays Bank plc such interest to be calculated from the date when such monies were due until the date such monies are received by the Sealed Knot or its duly authorised agents (both dates inclusive) PROVIDED ALWAYS THAT the provisions of this paragraph shall not prejudice any other right or remedy of the Sealed Knot in respect of any breach of any of the covenants or provisions on the part of the Promoter herein contained.

**8. EXCLUSION**

The Sealed Knot shall have the right to exclude any person from the Site, other than the Spectators Area(s), as it may in its sole discretion decide and it is hereby declared that the Sealed Knot may call upon the Police to enforce such decision if it considers it desirable to do so.

**9. GOVERNING LAW**

a) This Agreement shall be governed in all respects (including formation and interpretation) by the Laws of England.

b) The parties agree to submit any dispute under this Agreement or arising out of this Agreement to the Courts of England and Wales.

**10. RELATIONSHIP**

This Agreement shall not constitute the parties as partners or joint venturers nor shall it create a relationship of principal or agent.

**11. NOT TO PLEDGE CREDIT**

The Promoter shall not at any time pledge the credit of the Sealed Knot.

**12. FORCE MAJEURE**

In the event of an occurrence of an event of force majeure (as hereinafter defined) the Sealed Knot shall consult with the Promoter as to the best way in which to overcome such a problem. Subject thereto, the Sealed Knot shall not be liable for a failure to perform its obligations as a result of an event of force majeure which shall include (but not be limited to) act of God, adverse weather conditions, strikes, illness, delays caused by transport and any other event outside the reasonable control of the Sealed Knot.

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