



Members of the Council you are  
hereby summoned to attend a meeting of

## **Kington Town Council**

to be held on **Monday 8<sup>th</sup> April 2024 at 7.00pm**

at The Old Police Station, Market Hall Street, Kington HR5 3DP  
for the purpose of transacting the following business.

### **Agenda**

1. To receive apologies for absence, declarations of interest and requests for dispensation
2. Minutes
  - a) To adopt the minutes of the meeting held on [4<sup>th</sup> March 2024](#)
  - b) To adopt the minutes of the meeting held on [25<sup>th</sup> March 2024](#)
3. Public participation:
  - a) Police report
    - To note police report
    - To confirm police priorities for the forthcoming period
  - b) To receive the Ward Councillors Report
  - c) To receive questions from members of the public present
4. Mayor's Report
5. Clerk's Report
6. Financial Matters
  - a) To authorise payments as per the payment schedule
  - b) To confirm recommendation of the Finance & General Purposes Committee for adjustments to earmarked reserves at the end of financial year 2023-4
7. To note proposals for [Kington](#) contained in [Herefordshire Council's Draft Local Plan](#) and to consider convening an additional meeting of the town council to formulate a response to the consultation
9. Christmas Lights 2024
  - a) To note report from Christmas Lights working party on negotiations for the current year
  - b) To agree date for lights switch on event for 2024 and budget for the event
10. Kington in Bloom:
  - a) To consider quotation for the repair & refilling of planters around the town
  - b) To consider quotation for the ongoing maintenance and watering of planters through the growing season
11. To note report from the social media working party and agree next steps
12. Training: To consider requests for councillor training, if any
13. Reports from committees:
  - [Planning and Environment Committee held on 18<sup>th</sup> March 2024](#)
  - [Finance, Personnel & General Purposes Committee held on 18<sup>th</sup> March 2024](#)

14. Information only item: Reports from councillors
15. Items for the next agenda and date and time of next meeting
16. Exclusion of the public  
To consider the resolution that due to the confidential nature of the business of the next agenda item, that members of the public be excluded from the following two agenda items in accordance with the provisions of the Public Bodies (Admission to Meetings) Act 1960 (3)
17. To agree [civic awards](#) for 2024
18. Market Hall
  - a) To consider and agree entering into a licence to occupy the Market Hall for the purpose of regular markets and community events
  - b) To agree terms and conditions of hire of the Market Hall by community and other groups

Issued by:  
Liz Kelso, Clerk, Kington Town Council  
Tel: 01544 239098 or mobile: 07483914485  
Email: [clerk@kingtontowncouncil.gov.uk](mailto:clerk@kingtontowncouncil.gov.uk)  
3.4.2024

***Members of the public are welcome to attend meetings of the Town Council and may, at the discretion of the Chairman, speak on some agenda items. For further information on council procedures please speak to the clerk.***

***In the interests of the health and well-being of councillors, staff and members of the public in attendance, please do not attend this meeting if you or a member of your immediate household are unwell, whether or not you have tested positive for covid or any other infectious condition.***



**Kington Town Council**  
**Meeting to be held 8<sup>th</sup> April 2024**  
**Agenda item 11**

Social Media Plan

The working group on Social Media met on Monday 11<sup>th</sup> March.

We recommend the following plan.

1. Set up a KTC Facebook page.
2. Use that Facebook page to post a weekly post to update followers on activities of KTC and to drive traffic to our website. Examples:
  - a. Notice of monthly council meetings
  - b. Notice of committee meetings
  - c. Notice of activities such as grant applications, community awards.
  - d. Notice of initiatives or events that the council is supporting/participating.
  - e. Notice of elections
3. The posts will only be links and short notifications.
4. Comments will be disabled.
5. Analyse the impact in terms of followers, shares, and website traffic.
6. To employ an external agent to manage the process of posting, attracting followers and analysis to spare our staff the extra work.
7. To create a three month advance posting schedule during a Working Party meeting and, as necessary, present that for approval to full council.
8. To report back to full council on the outcome of this process at three months and six months from inception with recommendations for future activity.

Decisions required now.

1. Agree to the above plan in principle.
2. Authorise the Clerk to seek bids for the work from external agencies/freelancers.

Decisions required in future.

1. Approve employment of external agency/freelancer based on recommendation of the Working Party
2. Approve three month schedule of posts.

**LICENCE TO OCCUPY ON SHORT TERM BASIS**

**relating to the area known as Kington Market Hall & associated properties**

between

**The County of Herefordshire District Council**

and

**Kington Town Council**

## CONTENTS

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### CLAUSE

1. Interpretation .....	2
2. Licence to occupy .....	4
3. Licensee's obligations .....	4
4. Termination .....	5
5. Notices .....	6
6. [Costs .....	<b>Error! Bookmark not defined.</b>
7. No warranties for use or condition .....	6
8. Limitation of Licensor's liability .....	7
9. Third party rights .....	7
10. Governing law .....	7
11. Jurisdiction .....	7

### SCHEDULE

Schedule 1 Rights granted to Licensee .....	8
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This licence is dated .....

## Parties

- (1) The County of Herefordshire District Council whose office is at Herefordshire Council Offices, Plough Lane, Hereford HR4 0LE (**Licensor**)
- (2) Kington Town Council whose office is at Kington Old Police Station, Market Hall Street, Kington (**Licensee**)

## Agreed terms

### 1. Interpretation

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

#### 1.1 Definitions:

**Common Parts:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Licensor's retained land the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Designated Hours:** As in agreement with the Licensor.

**Licence Fee:** The Licensee shall pay to the Licensor £300 per year for the usage of the Market hall for the purposes of operating Kington market. A further £10 service charge per day shall occur when used for other bookings in accordance with the permitted use.

**Licence Fee Commencement Date:** 1/04/2024.

**Licence Period:** the period from the date of this agreement and until the date on which this licence is determined in accordance with clause 4.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** Kington Market traders, community and business events.

**Plan:** the plan attached to this licence marked "Plan".

**Property:** the land and buildings at Kington Market Hall, Mill Street, Kington, Herefordshire, HR5 3AL shown edged pink on the Plan.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.



1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.

1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales.

## **2. Licence to occupy**

2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the right[s] mentioned in the Schedule 1.

2.2 The Licensee acknowledges that:

- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
- (d) the licensee may operate a booking system for the permitted use for community and business users.

## **3. Licensee's obligations**

The Licensee agrees and undertakes:

- (a) to pay:
  - (i) to the Licensor the Licence Fee and service charge payable without any deduction quarterly in arrears if demanded and proportionately for any period of less than a month,.
  - (ii) to keep the Property clean, tidy and clear of rubbish;
- (b) not to use the Property other than for the Permitted Use;
- (c) not to make any alteration or addition whatsoever to the Property;
- (d) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written

consent of the Licensor such consent not to be unreasonably withheld or delayed;

- (e) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- (f) not to cause or permit to be caused any damage to:
  - (i) the Property, or any neighbouring property; or
  - (ii) any property of the owners or occupiers of the Property or any neighbouring property;
- (g) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (h) not to apply for any planning permission in respect of the Property;
- (i) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property from time to time;
- (j) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (k) to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- (l) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment rubbish and goods from the Property at the end of every day;
- (m) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - (i) this licence;
  - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
  - (iii) the exercise of any rights given in clause 2;

#### **4. Termination**

4.1 This licence shall end on the earliest of: 31/03/25

- (a) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3. **OR** ;
  - (b) the expiry of not less than one months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
- 4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.
- 5. Notices**
- 5.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand, by electronic communication or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:
  - (a) to the Licensor at: Herefordshire Council Offices, C/O Property Services, Plough Lane, Hereford HR4 0LE and marked for the attention of The Estates Team
  - (b) to the Licensee at: Kington Old Police Station, C/O the clerk, Market Hall Street, Kington and marked for the attention of Kington Town Council ,  
or as otherwise specified by the relevant party by notice in writing to each other party.
- 5.2 Any notice or other communication given in accordance with clause 5.1 will be deemed to have been received:
  - (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 5.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.
- 5.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 6. No warranties for use or condition**
- 6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 6.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

6.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 6.1 or clause 6.2.

6.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **7. Limitation of Licensor's liability**

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **8. Third party rights**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

## **9. Governing law**

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

## **10. Jurisdiction**

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

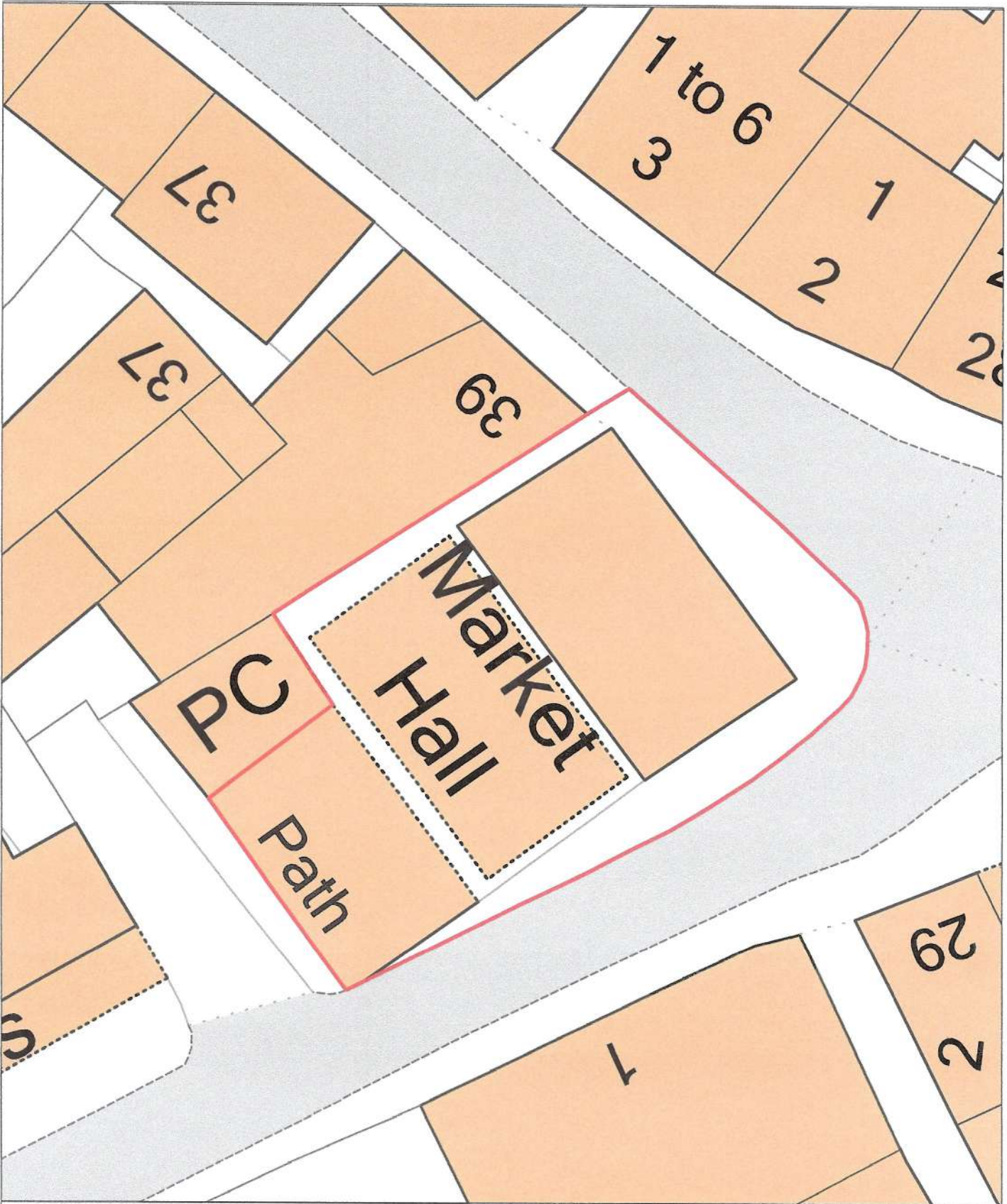
This licence has been entered into on the date stated at the beginning of it.

## **Schedule 1 Rights granted to Licensee**

1. The right for the Licensee to use
  - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
  - 1.2 The Service Media serving the Property.
2. The right for the Licensee to allow other parties to temporarily use or hire part or all of the Property so long as:
  - 2.1 A written record is kept of any such bookings and permissions that will be made available to the Licensor upon request
  - 2.2 Any occupation or agreement is less than 24 hours
  - 2.3 No exclusive occupation is granted or relationship of landlord and tenant created

Signed by  
for and on behalf of  
the LICENSOR  
(The County of Herefordshire District Council)

Signed by  
for and on behalf of  
the LICENSEE  
(Kington Town Council)



LOCATION PLAN - Kington Market Hall Mill Street 1KGE

NORTH  
SCALE 1:250

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