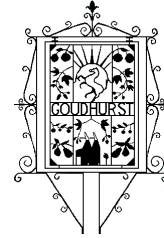


# Goudhurst Parish Council



## Amenities Committee 22nd April 2025

MEETING  
22 April 2025 19:30 BST

PUBLISHED  
16 April 2025

# Goudhurst Parish Council



To: Cllrs David Knight (Chairman), Alison Webster (Vice Chair), Suzie Kember, Geoff Mason, Ed Read-Cutting, Caroline Richards, Peter Rolington, and Paul Wareham. Antony Harris (Ex Officio)

I summon you to a Meeting of the Amenities Committee on 22nd April 2025 at 19.30, in the Church Rooms, where business detailed on this agenda will be discussed.

**Goudhurst Parish Council recognise that there are continuing risks associated with COVID-19 and are supportive of individuals wearing masks in meetings and maintaining a social distance. We will continue to provide hand sanitiser at the entrance to the Village Hall. In order to keep everyone safe, please do not attend a meeting if you have COVID-19 symptoms or have tested positive for COVID-19 in the past 5 days. We will continue to review the risks and will comply with any future controls recommended or mandated by HM Government.**

**Members of the Public and the Press are welcome to attend this meeting.** At the Chairman's discretion, 15 minutes will be set aside for questions from members of the public each one of whom may be invited to speak for a maximum of 3 minutes in total relating to items on the Agenda or about issues of local concern. Thereafter they have the right, and are welcome, to stay and observe the rest of the Meeting in accordance with the Public Bodies (Admission to Meetings) Act 1960, s1.

Please inform the Assistant Clerk if you intend to film or record the Meeting.



Rebecca Barden  
Assistant Clerk to Goudhurst Parish Council  
14<sup>th</sup> April 2025

Parish Council Office – 3 Fountain House, High Street, Goudhurst, KENT. TN17 1AL  
01580 212552 | [clerk@goudhurst-pc.gov.uk](mailto:clerk@goudhurst-pc.gov.uk) | <https://goudhurst-pc.gov.uk> | 0753 438 4712

A quorum for Amenities Committee is 3 Members.

# Agenda

Location  
Church Rooms, Back Lane, Goudhurst

Date  
22 Apr 2025

Time  
19:30 BST

|    | Item  | Page |
|----|---|------|
| 1  | Apologies for Absence   | -    |
| 2  | Declarations of Interest  | -    |
| 3  | To resolve to approve the minutes of the meeting held on 26th November 2024 and 18th February 2025                              | 5    |
| 4  | Questions from the press and public.  | -    |
| 5  | To receive update on the proposed play equipment and the new bin at Lurkins Rise and any action required                        | -    |
| 6  | To receive an update on the Policy for advertising on the Plain   | -    |
| 7  | To receive an update on the proposed work at The Lower Glebe, including the new benches, all inclusive table and waste bin      | -    |
| 8  | To receive an update on the fitting of new locks for the dog waste bag dispensers.  | -    |
| 9  | To receive an update on the proposal to purchase a surface skimmer for Quarry Pond in Kilndown.                                 | -    |
| 10 | To receive an update on the repairs/renovation of the war memorial prior to the D Day celebrations on 6th June 2025.            | -    |
| 11 | To receive an update regarding the cleaning of the public toilets on Balcombes Hill and the repair of the handwasher/drier.     | 11   |
| 12 | To discuss and decide upon action regarding the maintenance/updating of the doors at the public conveniences on Balcombes Hill. | -    |
| 13 | To receive an update on the proposal to review and update the CCTV system.  | -    |
| 14 | To receive an update on the creation of a "what's on this month" board in the window of the Parish Council office.              | -    |
| 15 | To receive an update on the proposed Tattlebury Triangle project including the provision of a bin.                              | -    |
| 16 | To discuss and determine the issue of purchasing a gazebo.  | 14   |
| 17 | To discuss the issue of the fallen tree at The Glebe and decide what action is required.  | -    |
| 18 | To discuss and determine whether to purchase a high pressure water cleaner.   | -    |
| 19 | To discuss and decide upon the use of The Plain for the hedgehog society.   | -    |

| Item  | Page |
|---|------|
| 20 Items for information.   | -    |
| 21 Decide on date of next Amenities Committee Meeting, it is proposed for Tuesday 19th August 2025, 7.30pm Church Rooms, Back Lane. | -    |

# Goudhurst Parish Council



## AMENITIES COMMITTEE

Minutes of a Meeting held on 26<sup>th</sup> November 2024 at 7.30pm in The Meeting Room at The Star & Eagle, Goudhurst (due to being unable to gain access to the Church Rooms).

### PARTICIPANTS

*Members of the Committee:* David Knight (Chairman), Alison Webster (Vice Chair), Paul Wareham, Suzie Kember, Peter Rolington

*Officers:* Rebecca Barden (Assistant Clerk)

*Guests:* Cllr Antony Harris (Ex-Officio), Edward Hodgskin.

*Members of the public:* None.

### APOLOGIES

Cllr Read-Cutting (away on business)

### DISCLOSURES OF INTEREST

There were none.

### MINUTES OF LAST MEETING

It was resolved that the minutes of the Amenities Committee meeting held on 27<sup>th</sup> August 2024, and previously distributed to members via Board Intelligence, be accepted as a correct record.

### TO RESOLVE TO CO-OPT CLLR PETER ROLINGTON ONTO THE AMENITIES COMMITTEE

It was unanimously agreed to co-opt Cllr Peter Rolington onto the Amenities Committee.

### QUESTIONS FROM THE PRESS AND PUBLIC

There were none.

### TO RECEIVE AN UPDATE REGARDING THE REPLACEMENT/USEAGE OF THE MODERN PHONE BOX

The Assistant Clerk gave an update on the book exchange that is now in situ in the modern phone box. Councillors expressed their thanks and appreciation and commented that they had received very favourable feedback from residents about this.

### TO RECEIVE AN UPDATE ON GOUDHURST PARISH IN BLOOM 2024 AWARD CEREMONY AND DECIDE ON ANY ACTION REQUIRED FOR NEXT YEAR

Councillors discussed whether the Parish Council should be involved with this next year, and it was resolved that it should. It was also agreed that Kilndown Gardeners Society should be asked to be involved. Cllr Knight proposed that this issue should be removed from Amenities and that Full Council should decide who takes responsibility. This was seconded by Cllr Wareham and Cllrs Webster. **Action: Add Goudhurst Parish In Bloom 2025 to the next full Council Agenda.**

### TO RECEIVE AN UPDATE ON REFRESHING THE VILLAGE SIGN ON THE PLAIN AND THE REPLACEMENT OF THE SUPPORTING POST

The Assistant Clerk reported that the village sign and post had been installed and looked good. There was a discussion whether the sign faced in the right direction. It was agreed that Councillors should visit the Plain and decide. If action is required, the Assistant Clerk will

liaise with the contractor to amend. **Action: Councillors to review the position the sign faces and let the Assistant Clerk know if any further action is required.**

TO RECEIVE AN UPDATE ON A PROPOSED NEW BIN AT LURKINS RISE AND ANY ACTION REQUIRED

Cllr Webster informed the meeting that she had been in contact with Town and Country and had been advised that they were happy to empty the bin once installed. The Housing Association Officer has suggested that they could come to the next Full Council meeting to discuss. **Resolved: Cllr Webster to inform the Housing Association Officer the date of the next full Council meeting and invite them. Action: Cllr Webster to action the above.**

TO RECEIVE AN UPDATE ON THE DISPLAYING OF BANNERS ON THE PLAIN, DISCUSSING THE POLICY FOR ADVERTISING AND DECIDE ACTION REQUIRED

Cllr Knight read out the draft policy prepared by the Assistant Clerk. Councillors discussed whether only banners for local organisations should be allowed. It was agreed that the Amenities Committee would have the final say who could display a banner and a maximum number of banners should be set. Cllr Hodgskin asked whether there would be a maximum size. **Resolved: To amend and update draft policy and bring the new version to the next Amenities Committee for approval. Action: Assistant Clerk will measure the current banner on display, and this will be the maximum size permitted. Assistant Clerk to forward the draft policy to Cllr Hodgskin to review and give feedback.**

TO RECEIVE AN UPDATE ON THE USAGE OF THE LOWER GLEBE, INCLUDING THE NEW BENCH AND THE PROPOSAL TO EXTEND THE GARDEN BY THE PRE-SCHOOL

The Assistant gave an update on the proposed works and the reasoning for including in Amenities, the pre-school request to enlarge the garden. Cllr Mason spoke about the plans for planting and seeding areas of the Lower Glebe. **Resolved: The pre-school should be asked to peg out the size of the proposed garden extension. To receive updates from the Clerk regarding the proposed works. Action: Assistant Clerk to ask the pre-school Manager to peg out the garden area and inform Councillors once this has been completed. Clerk to keep Committee updated on progress.**

TO DISCUSS THE FITTING OF LOCKS ON THE DOG WASTE BAG DISPENSERS

Assistant Clerk gave an update on fitting the locks to the dispensers. Awaiting contractor to obtain and fit correct sized lock. **Action: Assistant Clerk to chase up Contractor.**

TO RECEIVE AN UPDATE ON THE VILLAGE CARETAKERS

The Assistant Clerk gave an update on the use of caretakers in recent months.

TO DISCUSS THE ISSUE OF "LOO OF THE YEAR" AND DECIDE UPON ANY ACTION REQUIRED

There was a discussion regarding the costs involved and the benefits obtained entering this competition. It was agreed not to enter the competition this year.

TO DISCUSS THE ISSUE OF CCTV AND DECIDE UPON ANY ACTION REQUIRED

The Council is looking at reviewing the current systems and installing a single, unified CCTV system which can be overseen by the Clerk on their laptop. It was suggested and unanimously agreed that Cllr Rolington should oversee this project. **Action: Cllr Rolington to contact Crime Reduction Officer to identify where best to site cameras. Resolved: Cllr Rolington to take control of this project and report back to Committee.**

TO DISCUSS THE TATTLEBURY TRIANGLE PROJECT AND DECIDE UPON ANY ACTION REQUIRED

The ownership of Tattlebury Triangle was discussed together with its future use. Cllr Mason is working in conjunction with the Clerk on proposed future planting and maintenance.

**Resolved: Clerk to continue to explore this issue and feed back to the Amenities Committee.**

**Action: Clerk to update Amenities Committee on findings.**

ITEMS FOR INFORMATION

Electric charging points

The Assistant Clerk informed the Committee that a member of the public had requested that this issue be discussed at the Amenities Committee. However, it falls under the remit of the Highways Committee. **Resolved: To add this issue to the next Highways Committee**

**Agenda. Action: Assistant Clerk to add this issue to the next Highways Committee Agenda.**

DATE OF THE NEXT MEETING

Next Amenities Committee Meeting on Tuesday 25<sup>th</sup> March 2025

The meeting closed at 8.20pm

Rebecca Barden

Assistant Clerk

26<sup>th</sup> November 2024

# Goudhurst Parish Council



## AMENITIES COMMITTEE

Minutes of a Meeting held on 18<sup>th</sup> February 2025 at 7.30pm in The Church Rooms, Back Lane, Goudhurst.

### PARTICIPANTS

Members of the Committee: David Knight (Chairman), Alison Webster (Vice Chair), Suzie Kember, Peter Rolington, Geoff Mason.

Officers: Rebecca Barden (Assistant Clerk) arrived at 7.43pm

### APOLOGIES

644/24 Cllr Read-Cutting (away on business), Paul Wareham (Holiday)

### DISCLOSURES OF INTEREST

645/24 There were none.

### MINUTES OF LAST MEETING

646/24 The minutes from the meeting of 26<sup>th</sup> November 2024 were not approved as they had not been attached to the information pack. Cllr Knight requested they be read through and approved at the next meeting.

### QUESTIONS FROM THE PRESS AND PUBLIC

647/24 There were none.

### TO RECEIVE AN UPDATE ON THE PROPOSED PLAY EQUIPMENT AND THE NEW BIN AT LURKINS RISE AND DECIDE UPON ANY ACTION REQUIRED.

648/24 Cllr Webster stated that she would continue to chase up the Housing Association regarding the installation of a bin. The Assistant Clerk stated that the results of the recent resident's survey showed great support for this project. The next step is to ask residents what equipment they want to be installed. **Resolved: It was agreed that all ages should be questioned. Action: Cllr Kember to liaise with residents to identify what equipment would be required.**

### TO REVIEW AND APPROVE THE POLICY FOR ADVERTISING ON THE PLAIN

649/24 It was resolved to approve the policy for advertising on the Plain. There was discussion as to how to inform people about the policy. **Resolved: Posters to be displayed on the noticeboard and office window and a piece in the e-newsletter, parish newsletter and Parish Council website. Action: Assistant Clerk to advertise the policy as resolved.**

### TO DISCUSS AND REVIEW THE PURCHASE AND SITING OF THE CHRISTMAS TREE AND LIGHTS ON THE PLAIN AND DECIDE UPON ACTION FOR 2025.

650/24 Councillors stated that they had received positive feedback from residents regarding the Christmas tree on the Plain. **Resolved: to purchase and install a Christmas tree on The Plain in the same position and to re-use the lights purchased in 2024. Action: Cllr Webster to liaise with Christmas tree supplier nearer the time.**



**TO RECEIVE AN UPDATE REGARDING THE USAGE OF THE LOWER GLEBE, INCLUDING THE NEW BENCHES, ALL INCLUSIVE PICNIC TABLE AND WASTE BIN**

651/24 Assistant Clerk gave an update on the proposed work to improve access, accessibility and seating on the Lower Glebe. The Parish Council have obtained a grant from KCC to improve the access path and applied for a grant for three benches, planters and a picnic table that is accessible for wheelchair users. Unfortunately, the Diocese had various concerns including insurance and safeguarding. As such the proposed work is on hold until permission is granted by the Diocese. The Committee expressed their extreme disappointment that the Diocese reacted in such a way and at such late notice. **Resolved: To continue to seek approval from the Diocese to carry out the proposed improvements to improve accessibility and inclusion. Action: Clerk to continue to liaise with the Diocese and keep the Committee up to date.**

**TO DISCUSS THE FITTING OF NEW LOCKS FOR THE DOG WASTE BAG DISPENSERS.**

652/24 Assistant Clerk updated the Committee on the current situation and the proposal to fit a new lock onto the dispenser by the play area which currently does not have a lock. **Resolved: to purchase and fit an appropriate lock on the dispenser. Action: Assistant Clerk to purchase the lock and arrange for the fitting.**

**TO DISCUSS AND DECIDE UPON THE PROPOSAL TO PURCHASE A SURFACE SKIMMER FOR QUARRY POND IN KILNDOWN.**

653/24 The Committee discussed this proposal and noted its cost effectiveness. Cllr Kember stated that she knew several people/companies that have this system and are pleased. **Resolved: to purchase the surface skimmer. Action: Assistant Clerk to purchase the skimmer and arrange installation.**

**TO DISCUSS AND DECIDE UPON CLEANING THE WAR MEMORIAL PRIOR TO THE 80<sup>th</sup> ANNIVERSARY D DAY CELEBRATIONS ON 6<sup>th</sup> JUNE 2025.**

654/24 The Committee determined that the cleaning of the war memorial should take place prior to the 80<sup>th</sup> anniversary of the D Day commemorations. **Resolved: A second quote for the cleaning of the war memorial should be sought. Action: Assistant Clerk to obtain a second quote and enquire whether the current quote is still valid and check the availability of the contractor and book this work in.**

**TO DISCUSS AND DECIDE UPON ACTION REGARDING THE CLEANING OF THE PUBLIC TOILETS ON BALCOMBES HILL.**

655/24 The Committee discussed whether it would be possible to reduce the cost of cleaning the public toilets. Councillors stated that local cleaners had been asked whether they would be interested in the role but due to the 6 day a week cleaning schedule, none were interested. **Resolved: Assistant Clerk to contact the current cleaners and ask whether the cleaning schedule could be refined with reduced attendance, and if so, which days. Action: Assistant Clerk to liaise with the current service providers and feedback to the Committee.**

**TO RECEIVE AN UPDATE ON THE PROPOSAL TO REVIEW AND UPDATE THE CCTV SYSTEM.**

656/24 Cllr Rolington gave an update and stated that he was waiting for feedback from his contacts. Clerk is chasing the PCSO for a site meeting. Cllr Rolington stated that there was a chance the Kent Police could part-fund the updating of the CCTV system. **Resolved: To chase contacts. Action: Cllr Rolington to follow up his requests for information and Clerk to chase the PCSO.**

**TO DISCUSS AND DECIDE UPON THE CREATION OF A “WHAT’S ON THIS MONTH” BOARD IN THE WINDOW OF THE PARISH COUNCIL OFFICE.**

657/24 Cllrs Knight and Kember proposed the idea that the Parish Council office install a board in the left-hand window to allow local businesses to advertise their events. **Resolved: to use the Council Office to highlight and promote events that local businesses are holding. Action: Assistant Clerk to investigate display options and report back to the Committee.**

**TO RECEIVE AN UPDATE ON THE PROPOSED TATTLEBURY TRIANGLE PROJECT INCLUDING THE PROVISION OF A BIN.**

658/24 The project was discussed, and it was decided that no action should be undertaken and no costs incurred until the ownership of the land has been ratified. **Resolved: Deputy Clerk to liaise. Action: Deputy Clerk to seek to register ownership on behalf of the Parish Council.**

**ITEMS FOR INFORMATION**

659/24 Assistant Clerk reported that there was an issue with the water temperature at the public toilets which needs to be resolved ASAP. **Resolved: To carry out any testing/repairs that are required. Action: Assistant Clerk to arrange and meet the contractor on site to facilitate the necessary repairs.**

660/24 Assistant Clerk informed the Committee regarding the work that had been carried out on the Chequer Field and Members requested clarification.

**DATE OF THE NEXT MEETING**

Next Amenities Committee Meeting on Tuesday 27<sup>th</sup> May 2025

The meeting closed at 8.40pm

Rebecca Barden  
Assistant Clerk  
18<sup>th</sup> February 2025

Your Ref: PUBLIC TOILETS BALCOMBES HILL  
Our Ref: PROCTORJ-44342

Attn: Rebecca Barden  
Goudhurst Parish Council  
The Hop Bine  
Risebridge Farm  
Goudhurst  
Cranbrook  
Kent  
TN17 1HN  
Monday 7th April 2025

Dear Rebecca,

Many thanks for your recent enquiry and in accordance with our understanding of your requirements we have pleasure in submitting our quotation as follows. Please note for Non-contracts quotations site attendance is estimated at 10 working days.

| Part Number & Description                                    | Quantity | Price           | Line Total |
|--|----------|-----------------|------------|
| NON-CONTRACT-WORKS - SERVICE ENGINEER'S TIME, TRAVEL & PARTS | 1        | £717.05<br>each | £717.05    |

To attend site at Balcombess Hill, Goudhurst, Kent. TN17 1AT,  
Public toilets to service and repair 1 off Thrii Wallgate Handwash  
Unit,  
Serial Number(s): XXXXXXXXXXXX.  
Fault Report: A piece of equipment was malfunctioning and needed  
to be repaired. Apparently the soap is continually being released and  
therefore there is wastage and a mess. NB: The Total Value includes  
Engineers Time, Travel and Parts used on site, up to the value of  
£70.00 per product. Wallgate reserves the right to charge for parts  
beyond this value and will advise further on completion of these  
works. Please note for Non-contracts quotations site attendance is  
estimated at 10 working days.

**Total Value: £717.05**



## COMMENTS & CONDITIONS:

- BREXIT - please note, as a result of the UK's exit from the EU we will not be able to provide our usual price validity unless your order has been acknowledged. Other than spare parts, all goods are sold to the EU and Northern Ireland on an ex-works basis and are exclusive of any tariffs, duties or taxes where relevant.
- Wallgate's products are manufactured in line with Wallgate Quality Standards, details of which are available from Wallgate on request.
- Solid surface sanitary ware is available in 6 off standard colours, please refer to our colour chart for options.
- When placing orders for items that involve through wall fixings and connections please provide the nominal wall thickness.  
The standard length of all cables is 4m. 2 and 4m extensions are available if required.
- A minimum 2 weeks notice is required before the start of any commissioning or other on-site works.
- This quotation is valid for 28 days from date of issue.
- All prices (except spare parts, commissioning and other on site works) to locations within mainland UK are carriage inclusive based on a 3 day delivery service.
- All prices are exclusive of VAT and Import Duties. VAT will be charged at the prevailing rate.
- We reserve the right to review our quotation if the currency exchange rate fluctuates by 10% or more from today's published exchange rates.
- Unless otherwise agreed by Wallgate and confirmed in writing all quotations are based on Wallgate's standard Terms and Conditions of Sale. Please request a copy if not attached to this quotation.  
This quote does not constitute an offer.
- Delivery is normally 20 working days (spare and replacement parts 5 working days) from order acknowledgement for standard products & white sanitaryware.  
For coloured sanitaryware, excluding coloured solid surface seats options, please allow 6-8 weeks for delivery.
- Bespoke products estimate 12 weeks from acceptance of design and order acknowledgement.

### Payment terms:

- Credit account invoices to be paid 30 days from date of invoice, subject to a credit account being granted.
- For UK Pro-Forma accounts, with a project value greater than £10,000.00, payment terms are 50% with receipt of order, remaining balance to be received and cleared prior to dispatch of any goods.
- for non-UK Pro-Forma accounts, 100% payment with receipt of order.
- All Payments are to be in-line with Wallgate's terms and conditions of sale.

Kind regards,

**Jasmine Proctor**  
Sales Administrator



# Wallgate Limited Terms and Conditions for the Supply of Service

**The Customer's attention is particularly drawn to the provisions of clause 8.**

**1 Interpretation**

1.1 Definitions. In these Conditions, the following definitions apply:

- 1.1.1 "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.1.2 "Charges" means the charges payable by the Customer for the supply of the Services in accordance with clause 5.
- 1.1.3 "Commencement Date" has the meaning set out in clause 2.2.
- 1.1.4 "Conditions" means these terms and conditions as amended from time to time in accordance with clause 12.7.
- 1.1.5 "Contract" means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
- 1.1.6 "Customer" means the person or firm who purchases Services from the Supplier.
- 1.1.7 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.1.8 "Order" means the Customer's order for Services as set out in the Customer's written acceptance of the Supplier's quotation.
- 1.1.9 "Schedule of Appliances" means the attached schedule detailing the identity and location of the appliances
- 1.1.10 "Services" means the services supplied by the Supplier to the Customer as set out in the Specification.
- 1.1.11 "Specification" means the description or specification of the Services provided in writing by the Supplier to the Customer.
- 1.1.12 "Supplier" means Wallgate Limited of Crow Lane, Wilton, Salisbury, Wiltshire SP2 0HB registered in England and Wales with company number 00156022.
- 1.2 Construction In these Conditions, the following rules apply:
  - 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
  - 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  - 1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - 1.2.5 a reference to writing or written includes faxes and e-mails.

**2 Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date). If the Customer has a preferred Commencement Date then it should state this in writing at the same time as sending its Order to the Supplier.
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

**3 Supply of Services**

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

**4 Customer's obligations**

- 4.1 The Customer shall:
  - 4.1.1 ensure that the terms of the Order are complete and accurate;
  - 4.1.2 co-operate with the Supplier in all matters relating to the Services;
  - 4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
  - 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - 4.1.5 prepare the Customer's premises for the supply of the Services;
  - 4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; [and]
  - 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
    - 4.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
    - 4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
    - 4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

**5 Charges and payment**

- 5.1 The Charges for the Services shall be as set out in the Specification.
- 5.2 The Supplier shall invoice the Customer on the Commencement date and as required thereafter.
- 5.3 The Customer shall pay each invoice submitted by the Supplier:
  - 5.3.1 within 30 days of the date of the invoice; and
  - 5.3.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the

Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
  - 5.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 6 Intellectual property rights**
- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
  - 6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
  - 6.3 All Supplier Materials are the exclusive property of the Supplier.
- 7 Confidentiality**
- A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 7 shall survive termination of the Contract.
- 8 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
    - 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
    - 8.1.2 fraud or fraudulent misrepresentation; or
    - 8.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
  - 8.2 Subject to clause 8.1:
    - 8.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
    - 8.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Contract.
  - 8.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 arc, to the fullest extent permitted by law, excluded from the Contract.
  - 8.4 This clause 8 shall survive termination of the Contract.
- 9 Termination**
- 9.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 2 months' written notice.
  - 9.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
    - 9.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
    - 9.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
    - 9.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
    - 9.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
    - 9.2.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
    - 9.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
    - 9.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
    - 9.2.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
    - 9.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
    - 9.2.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.2 to clause 9.2.9 (inclusive);
    - 9.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
    - 9.2.12 the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
    - 9.2.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
  - 9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.
  - 9.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.2) to clause 9.2.13, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

**10 Consequences of termination**

On termination of the Contract for any reason:

- 10.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 10.1.2 [the Customer shall return all of the Supplier Materials which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.];
  - 10.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - 10.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.
- 11 Force majeure**
- 11.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
  - 11.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
  - 11.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 13 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 12 General**
- 12.1 Assignment and other dealings.
    - 12.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
    - 12.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
  - 12.2 Notices.
    - 12.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
    - 12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
    - 12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
  - 12.3 Severance.
    - 12.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
    - 12.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
    - 12.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
  - 12.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
  - 12.6 Third Parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
  - 12.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.
  - 12.8 Governing Law. This Contract, 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.
  - 12.9 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 Contract or its subject.



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