



MINUTES OF THE MEETING OF ARMTHORPE PARISH COUNCIL HELD IN ARMTHORPE COMMUNITY CENTRE, WELFARE PARK, CHURCH STREET, ARMTHORPE, ON TUESDAY, 07 OCTOBER 2025

PRESENT:

Chairperson: Councillor C Brodhurst Brown.

Councillors: A Barrington, N Berry, A Bradley, L Bradley, C Head, M Jackson, L Monks, T Needham, E North, C Parry, S Rose, C Trewick and M Walton.

City Councillors: C Marriott and N Pritchard.

Clerk to the Council: S Youngman.

Deputy Clerk: B Walton.

Six members of the public.

69 WELCOME TO NEW COUNCIL MEMBERS

Councillor C Brodhurst Brown welcomed Councillor C Trewick as a newly co-opted member.

70 APOLOGIES

Apologies were received from Councillor A Duckitt.

RESOLVED: To approve the reasons for absence.

71 ITEMS TO WHICH THE PUBLIC AND PRESS ARE TO BE EXCLUDED FROM

None identified.

72 DECLARATIONS OF PERSONAL AND PREJUDICIAL INTERESTS

Councillor S Rose declared a personal interest in item 13c (Request for funding from Armthorpe Swimming Club).

73 MINUTES OF THE FULL COUNCIL MEETING HELD ON 02 SEPTEMBER 2025

RESOLVED: That the minutes of the meeting be approved and signed as a true record of the meeting.

74 MINUTES OF THE EVENTS MEETING HELD ON 16 JULY 2025

RESOLVED: That the minutes of the meeting be noted as received.

75 MINUTES OF THE COMMUNITY CENTRE & GENERAL-PURPOSE MEETING HELD ON 17 JUNE 2025 & 15 JULY 2025

RESOLVED: That the minutes of the meeting held on 17th June be noted as received and for the minutes dated 15th July 2025 be presented at the next meeting.

RESOLVED: That the minutes of the meeting be noted as received.

77 PLANNING

25/01649/FULM: Adjacent Tadcaster Arms Hotel, Doncaster Road: Erection 9 no. retail units and 22 no. apartments in two blocks with associated parking, servicing space, cycle storage and bin storage on approximately 0.33 ha of land following demolition of existing public house and hairdressing salon. (Being variation of Condition 16 of planning application 12/02053/FULM, to change the opening hours for units 7, 8 and 9 Monday - Sunday 07.00 - 23.00).

RESOLVED: To advise that members were unable to comment on the application due to the nature of the businesses not being made clear. However, Council members have concerns in relation to noise, odour and parking issues if the extended opening times were approved.

25/01844/FUL: 22 Brampton Lane: Erection of extension to existing garage: No comments were made.

78 FINANCEa. **Bank Reconciliation**

Council members were provided with the bank reconciliation dated 31st August 2025.

RESOLVED: To approve the statement.

b. **Schedule of Payments**

Method	Payee	Item	Amount
DD	EDF Energy	Electricity - Community Centre	£1.00
	Doncaster Council	Business Rates - Community Centre	£1,227.00
	BT	Broadband - Community Centre	£63.78
	HMRC	PAYE & NI Contributions	£4,567.91
BACS	Dining-Diva	Cleaning Materials	£115.50
	Smart Door Solutions	Servicing Fees	£156.00
	Silcock & Partners	Valuation Fees - Cow House Lane	£201.65
DD	SYPA	Pension Contributions	£3,151.64
	Worldpay	Subscription	£1.20
		Card Machine Fees	£92.02
	Biffa	Recycling Fees	£44.49
	BT	The Acorn Hub Broadband	£36.23
	Quando Drinks Ltd	Bar Supplies	£1,607.25
BACS	Vision ICT Ltd	Website Hosting Fees	£325.86
	PKF Littlejohn	External Audit Fee	£1,638.00
	M Dymniuk	Tea Dance Fees - August	£240.00
	Omni Eco Ltd	Maintenance of drains, installation of bench, repair to extractor fan & removal of planters	£258.00
	DSA Gardening	Grounds Maintenance Fees	£528.00
	Bar 24 Ltd	The Acorn Hub Service Charges & Rent	£2,807.48
	Doncaster Council	Grounds Maintenance Fees	£939.58

DD	Tesco Mobile	Clerk Mobile Phone Charges	£31.99
	Sage	Payroll Subscription	£127.51
	Copy Print Scan	Photocopying Charges	£97.18
	O2	S& R Mobile Phone Charges	£30.30
	Waterplus	Surface Water Charges	£244.47
BACS	Clean Safer	Window Cleaning Fees	£170.00
DD	British Gas	Gas Supply – Community Centre	£190.57
BACS	Wages	Wages	£16,868.13
DD	Onecom	Telephone Charges – Community Centre	£175.97
CC	Aldi	Bar Supplies	£1.97
	Amazon	Table Name Plates	£15.59
			£15.59
	Keyhole Services Ltd	Replacement Keys	£35.00
	Vintage Wholesalers Ltd	Chair Bows	£22.94
	B&M	Cleaning Materials	£11.56
	Buzz Catering	Kitchen Supplies	£209.94
	Amazon	Kitchen Supplies	£44.97
		Kitchen Supplies	£44.97
		Kitchen Supplies	£8.98
	B&M	Kitchen Supplies	£25.00
		Cleaning Supplies	£11.94
	Amazon	No Parking Sign – Burial Ground	£11.98
	B&M	Summer Camp Supplies	£35.78
	Aldi	Bar Supplies	£4.45
	Amazon	Subscription	£114.00
	Aldi	Summer Camp Supplies	£3.96
		Tea Dance Supplies	£11.29
	TerraQuest Solutions Ltd	Site Plan – Park Project	£10.20
	Post Office Counters Ltd	Postage	£3.60
	Viking	Stationery	£142.94
	Power Music	Subscription	£14.95

RESOLVED: To approve the payments.

c. Income and Expenditure Report

Council members were provided with a copy of the report dated 31st August 2025.

RESOLVED: To approve the report.

d. External Audit Report for 2024-2025.

Council members were provided with a copy of the report from PKF Littlejohn LLP which highlighted no matters for concern.

RESOLVED: To approve the report and note the result of the audit.

Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3 3AG

Tel: 01302 830543

e. .gov.uk Email and Domain Name Costs

Council members were provided with three quotes to provide.gov.uk email addresses for all members of staff and Council members along with a.gov.uk domain name.

RESOLVED: To approve the quote received from Albany Computer Services at a cost of £495.00 with ongoing annual fees of £85.00 providing the capacity of the mailbox for each user is sufficient (in the event of the mailbox not being sufficient, Council members provided the Clerk with the authority to proceed with the quote received from Parish Online).

79

PARISH MATTERS

a. **Rands Lane Burial Ground:** No updates.

b. **Mercel Avenue Allotments:** The Clerk advised that all vacant plots have been allocated and rent for the 2025-2026 period has been collected. A tenant from one of the new plots has requested for an additional tap to be installed, costs for this are being obtained.

c. **Scout Tenancy Agreement:** The Clerk confirmed that no progress has been made regarding the renewal of the tenancy agreement.

d. **Play Park Project:**

i. **Public consultation:** The Clerk advised that the residents of the properties adjacent to the proposed park had been written to, two responses had been received, and members were provided with copies of responses.

RESOLVED: To hold a public consultation on Saturday 25th October from 10am onwards.

ii. **Tree Funding:** The Clerk advised members that funding of £1,704.62 had been received from the South Yorkshire Mayoral Combined Authority for the planting of trees on the land behind the community centre.

iii. **Tree Planting Event:** Council members discussed arranging an event once the trees had been delivered.

RESOLVED: To organise a planting event and invite local schools and community groups to join the event.

e. **Solar Panels:** No updates.

f. **Website and Branding:** Council members were asked to consider assisting with developing the brand for the new website.

RESOLVED: For Councillors A Bradley, L Bradley, C Brodhurst Brown and E North to work on the project.

g. **Christmas Lighting:**

i. **Funding:** The Clerk advised that Albemarle Home had agreed to provide funding of £970.00 towards the additional Christmas lighting.

ii. **Column Stress Testing:** Council members were provided with a quote from Kiwa to carry out the testing of the columns. Quotes had been requested from two additional companies; however, no responses have been received to date.

RESOLVED: To approve the quote received from Kiwa at a cost of £812.40 plus VAT.

80 COMMITTEE MEMBERSHIP

Council members were asked to consider approving the request from Councillor C Trewick to join the following committees: Finance, Strategic Planning and Disciplinary and Grievance.

RESOLVED: To Approve the request.

81 CITY COUNCILLOR UPDATES

Councillor N Pritchard provided an update on work to resolve parking issues on Basil Avenue.

Councillor T Need advised that he had been continuing with confidential casework and promoting Armthorpe through Civic Mayoral duties. The issue with the overflowing clothing recycling bank on Armthorpe Road has been reported to Doncaster Council.

Councillor C Mariott provided member with a written report which includes details of:

- An update on heritage signage for the hamlet of Nutwell.
- Speeding and parking issues on the West Moor Grange estate, a meeting has been arranged to discuss matters.
- The bins on Church Street have been reported to Doncaster Council.

82 CORRESPONDENCE

a. Letter from a resident regarding improvements to Briar Road Playing Field.

RESOLVED: To invite the resident to the next meeting of the Full Council.

b. Letter from Albemarle Homes Ltd regarding the Neighbourhood Plan.

RESOLVED: To confirm that all stakeholders will be invited to take part in the process of renewing the plan as and when the Council start the process.

c. Request for funding from Armthorpe Swimming Club

No action taken as Councillor T Needham confirmed that City Councillors would be providing the funding from their ward budgets.

83 POLICIES

a. IT Policy

Council members were provided with a copy of the policy.

RESOLVED: To approve the policy.

b. Data Protection Policy

Council members were provided with a copy of the policy.

RESOLVED: To approve the policy and for staff to be provided with Data Protection training.

c. Data Breach Response Procedure

Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3 3AG

Tel: 01302 830543

Council members were provided with a copy of the policy.

RESOLVED: To approve the policy.

d. Records Management Policy

Council members were provided with a copy of the policy.

RESOLVED: To approve the policy and for the Clerk to review the system of securing the external hard drive used for the storage of information.

e. Data Information Audit

Council members were provided with a copy of the document.

RESOLVED: To approve the document.

84 COMMUNITY PARADE/GALA

Councillor C Brodhurst asked Council members to consider arranging a community event which would incorporate a parade and a gala.

RESOLVED: For the matter to be discussed further by the Events Committee.

85 DATE AND TIME OF NEXT MEETING

RESOLVED: To hold the next Full Council meeting on Tuesday 11th November 2025 at 7pm

86 MEMBERS ITEMS

Councillor L Monks asked members to consider purchasing a defibrillator to be located at Armthorpe Community Centre. Council members agreed for the matter to be added to the agenda for the November meeting.

Councillor M Walton reported an issue with a lack of buses after 9.30am. Councillor C Marriott agreed to investigate the matter.

Councillor A Barrington promoted the pantomime being provided by Armthorpe Community Theatre on 15th of November.

Councillor C Parry reported the following matters:

1. An ongoing issue with a water leak on Doncaster Road. City Councillors agreed to write to the MP and Doncaster Free Press regarding the matter.
2. A lack of accessible housing on the new developments off Hatfield Lane.



MINUTES OF THE MEETING OF THE EVENTS SUB COMMITTEE HELD IN ARMTHORPE COMMUNITY CENTRE, WELFARE PARK, CHURCH STREET, ARMTHORPE, ON TUESDAY, 16 SEPTEMBER 2025

PRESENT:

Chairperson: Councillor C Head.

Councillors: A Barrington, L Bradley, and C Brodhurst Brown.

Also present: S Youngman: Clerk to the Council, and Daisy Youngman: Events Assistant.

20 APOLOGIES

Apologies for absence were received from Councillor L Monks, E North and S Rose.

RESOLVED: To approve the reasons for absence.

21 ITEMS TO WHICH THE PUBLIC AND PRESS ARE TO BE EXCLUDED FROM

None.

22 DECLARATIONS OF PERSONAL AND PREJUDICIAL INTERESTS

No declaration of personal & prejudicial interests raised.

23 MINUTES OF THE MEETING HELD ON 15 JULY 2025

Council members were provided with a copy of the minutes.

RESOLVED: To approve the minutes as a true record of the meeting.

24 ARMTHORPE COMMUNITY THEATRE

Councillor A Barrington advised that the rehearsals are taking place for the pantomime, the group are looking for props for the performance. Councillor L Bradley offered to contact Sine FM to ask them to promote the event.

25 REVIEW OF EVENTS

Miners Memorial: 7th September 2025

Council members noted a successful and well organised event and agreed that the wreaths should be given out before the service starts to avoid anyone interrupting proceedings.

26 TO DISCUSS THE ARRANGEMENTS FOR THE FOLLOWING EVENTS 2025 AND AGREE FURTHER ACTION IF NECESSARY

Children's Halloween Party: 31st October 2025:

Council members were asked to consider implementing a small fee for tickets due to issues with people registering for events previously, but not attending.

RESOLVED: To implement a fee of £2.00 per ticket and tickets to be sold from the office within Armthorpe Community Centre.

Firework Display: 4th November 2025:

Council members were asked to review the vendor fees for the event, previously individual vendors incurred charges of £50.00, and the fairground operator was charged £300.00.

RESOLVED: Not to increase the fees but to ask the fairground operator to implement a £2.00 per ride policy to keep the event affordable for families.

Remembrance Parade: 9th November.

Council members were provided with a quote from Burgray to provide a PA System outside the Church.

RESOLVED: To approve the quote at a cost of £390.00.

Christmas Market & Christmas Light Switch On: 22nd November:

Council members were asked to review the pitch fees for the food vendor attending the event and discuss the gifts for Santas grotto.

RESOLVED: To charge £50.00 to vendors and purchase selection boxes for Santas grotto.

Children's Christmas Party: 5th December 2025: No updates.

Christmas Tea Events: 12th & 13th December 2025: No updates.

Civic Carol Service: 21st December 2025: No updates.

27 **EVENTS ASSISTANT UPDATE**

The Events Assistant attended the meeting to provide the following updates:

1. **Quiz night:** It was proposed that the first event take place on Thursday 23rd October, with tickets priced at £10.00 to include both the quiz and a serving of pie and peas. Attendance would be capped at 50 guests to ensure the event could be comfortably accommodated in the lounge.

RESOLVED: To approve the proposal.

2. **Cocktail Night:** It was proposed that the event would be trialled on Friday 13th February 2026, with tickets priced at £10.00 to include taster cocktails and a grazing board with entertainment from a singer. Councillor C Head agreed to provide the contact information for a local singer.

RESOLVED: For the proposal to be approved.

28 **NEXT MEETING DATE**

RESOLVED: To meet on 21st October 2025 at 6pm.

Approved at a meeting held on 21st October 2025 and signed by Councillor C Head.



MINUTES OF THE MEETING OF THE COMMUNITY CENTRE AND GENERAL PURPOSES COMMITTEE
HELD IN ARMTHORPE COMMUNITY CENTRE, WELFARE PARK, CHURCH STREET, ARMTHORPE, ON
TUESDAY, 15 JULY 2025

PRESENT:

Chairperson: Councillor C Brodhurst Brown.

Councillors: A Bradley, L Bradley, C Head, T Needham and M Walton.

Clerk to the Council: S Youngman.

Sports & Recreation Officer: C Hughes.

15 APOLOGIES

Apologies for absence were received from the following Councillors and their reason for absence were approved:

Councillor E North.

16 TO CONSIDER ITEMS THAT REQUIRE THE EXCLUSION OF THE PRESS AND PUBLIC

None.

17 DECLARATIONS OF PERSONAL AND PREJUDICIAL INTEREST

None declared.

18 MINUTES OF THE MEETING HELD ON 17th JUNE 2025

Council members were provided with a copy of the minutes.

RESOLVED: To approve the minutes as a true record of the meeting.

19 MONTHLY REPORT RECEIVED FROM THE SPORTS AND RECREATION OFFICER

Council members were provided with a copy of the report, which included a summary of the school sports competition with a result of Southfield Primary School winning the competition. The Sports and Recreation Officer raised concerns with the attitude of some teachers who attempted to challenge the referee's decision, a suggestion was made for an additional person to attend next year's event to provide support to the referees.

The Sports and Recreation Officer advised that the youth club had recommenced, and thanks were expressed to Councillor A Duckitt for assistance at the sessions.

The next project is the Summer Camp which starts on Monday 28th July for four weeks, the project has been publicised in all schools and continues to be shared on social media.

20 **COMMUNITY CLEAN UP CHAMPION**

Council members were provided with a report from the Community Clean up Champion which included an overview of the quantity of bags collected over the month.

A revised design for the hi-vis vests was provided, Council members asked for clarity as to whether the parish council logo would be included on the front of the vest before providing approval.

21 **PROVISION OF PUBLIC BENCHES**

The Clerk advised that Doncaster Council had advised that if an external contractor is used to install benches a licence is required. The cost for Doncaster Council to install the bench is £1,350.00. Councillor T Needham agreed to speak with Street Scene to try and resolve the matter.

22 **CHRISTMAS TEA ENTERTAINMENT**

Council members were provided with a quote from Jamie Warren M.M.C to provide close up magic at the Christmas Tea events.

RESOLVED: To approve the quote at a cost of £500.00.

23 **REQUESTS FOR FUNDING**

Council members were provided with a request for funding from Southfield Primary School towards the provision of a forest school.

RESOLVED: To provide funding of £1,000.00.

Council members were provided with a request for funding from Armthorpe Swimming Club to support the club with operational costs and trophies.

RESOLVED: To provide funding of £500.00.

24 **ARMTHORPE COMMUNITY CENTRE MATTERS**

a. Solar Panel Tenders

Council members were provided with a list of the quotes received to provide solar panels. The list included details of the following: size of system, estimated output, battery capacity, warranties, expected payback.

RESOLVED: To accept the quote received from Harbon Electrical Services at a cost of £41,635.01 plus VAT.

b. Central Heating System Update

The Clerk advised that the matter had been resolved as the heating engineer had attended the site and installed a booster to ensure the new radiators are operating.

c. Lift Service Agreement

Council members were provided with a copy of the service agreement for the lift, provided by Gartec.

RESOLVED: To approve the Bronze Service Agreement at a cost of £655.00 plus VAT.

d. Air Conditioning Service Agreement

Council members were provided with a copy of the service agreement provided by Aircon Group.

RESOLVED: To approve the agreement at a cost of £2,010.06 plus VAT.



ARMTHORPE
PARISH COUNCIL

MINUTES OF THE MEETING OF THE COMMUNITY CENTRE AND GENERAL PURPOSES COMMITTEE
HELD IN ARMTHORPE COMMUNITY CENTRE, WELFARE PARK, CHURCH STREET, ARMTHORPE, ON
TUESDAY, 16 SEPTEMBER 2025

PRESENT:

Chairperson: Councillor C Brodhurst Brown.

Councillors: N Berry, A Bradley, L Bradley, C Head, T Needham and M Walton.

Clerk to the Council: S Youngman.

Deputy Clerk: Bev Walton.

Sports & Recreation Officer: C Hughes.

NOT PRESENT: Councillor M Jackson.

25 APOLOGIES

Apologies for absence were received from the following Councillors and the reasons for absence were approved:

Councillors L Monks and E North.

26 TO CONSIDER ITEMS THAT REQUIRE THE EXCLUSION OF THE PRESS AND PUBLIC

None.

27 DECLARATIONS OF PERSONAL AND PREJUDICIAL INTEREST

Councillor T Needham declared an interest in item 12.

28 MINUTES OF THE MEETING HELD ON 15th JULY 2025

Council members were provided with a copy of the minutes.

RESOLVED: To approve the minutes as a true record of the meeting.

29 MONTHLY REPORT RECEIVED FROM THE SPORTS AND RECREATION OFFICER

Council members were provided with a copy of the report, which included details of the Anticipate programme running in November. A request was made to allocate funds of £734 towards the provision of a rodeo bull at the firework event and refreshments at the youth club sessions.

RESOLVED: To approve the request for funding to the sum of £734.00.

The Sports and Recreation Officer provided an update on the Summer Camp programme which had been a success with a total of 57 children attending the sessions over the summer holiday period.

Members were provided with an additional report to provide an overview of the work that has taken place to enable the youth club project to be reinstated. The report included associated staffing costs with three options to consider.

RESOLVED: For the project to be delivered with assistance from Flying Futures providing the Sports and Recreation Committee agree the conditions of the Service Level Agreement and the agreement is brought back to another meeting for approval.

30 COMMUNITY CLEAN UP CHAMPION

No updates received.

31 PROVISION OF PUBLIC BENCHES

No updates, the Clerk agreed to provide Councillor T Needham with the information received from Doncaster Council.

32 REFURBISHMENT OF BURIAL GROUND PERGOLA

Council members were provided with a quote to refurbish the pergola and install a bench.

RESOLVED: For the Clerk to obtain further quotes for comparison and to also look into the costs to remove and replace the pergola.

32 INSTALLATION OF NOTICEBOARD AT MERCEL AVENUE ALLOTMENTS

Council members were provided with a quote to carry out the work.

RESOLVED: For the Clerk to obtain further quotes for comparison.

33 CORRESPONDENCE

1. Request from Pinders Circus to hold a family circus on Council owned land.

Council members were provided with a copy of the letter.

RESOLVED: For further information to be clarified with regards to fees.

2. Request from Councillor T Needham to illuminate the Church tree for National Hygiene Week.

Council members were provided with a copy of the letter and Councillor T Needham provided further details of the project.

RESOLVED: To approve the request to illuminate the tree.

34 ARMTHORPE COMMUNITY CENTRE MATTERS

a. Car park keyholders

The Clerk advised that there had been several issues with unauthorised visitors leaving vehicles in the car park, particularly when Doncaster City Football Club matches are being held. Several keyholders have been contacted when the car park has been locked and asked to open the gates.

RESOLVED: To install additional signs and write to Doncaster City Football Club to advise them that their visitors are not permitted to use the car park.

b. Carpet cleaning quotes

Council members were provided with quotes to clean the carpets in the lounge, foyer, stairs and meeting rooms three and four.

RESOLVED: To approve the quote received from Clean Safer at a cost of £1,281.00

c. Main hall floor restoration

Council members were provided with a quote to strip, sand, prime and finish the wooden flooring in the main hall.

RESOLVED: For further quotes to be obtained for comparison.

Approved at the meeting held on 21st October and signed by Councillor C Brodhurst Brown.

ARMTHORPE PARISH COUNCIL

LIST OF PLANNING APPLICATIONS FOR CONSIDERATION
AT THE MEETING TO BE HELD ON 11 NOVEMBER 2025

Reference	Property	Application
25/02013/FUL	38 Whiphill Lane	Change of use from Class C3 (Dwellinghouse) to Class E(f) (Nursery)
25/01971/FUL	The Co-operative Food, Hatfield Lane	Variation of condition 4 (21/02394/FUL) to change the opening times to 6:30am (previously 7am)
25/01934/FUL	84 Sargeson Road	Change of use from Class C3 residential to Class C2 children's care home (3 children) (seeking variation of condition 3 of planning application 25/00817/COU granted on 04.07.2025 - to allow a maximum of 4 staff members)

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Summary

Reference	25/02013/FUL
Alternative Reference	PP-14360987
Application Received	Fri 10 Oct 2025
Application Validated	Fri 10 Oct 2025
Address	38 Whiphill Lane Armthorpe Doncaster DN3 3JP
Proposal	Change of Use from Use Class C3 (Dwellinghouse) to Use Class E(f) (Nursery), and alterations to car park layout
Status	Awaiting decision
Appeal Status	Not Available
Appeal Decision	Not Available

Further Information

Application Type	Full Application
Expected Decision Level	Not Available
Case Officer	Owain Herring
Parish	Armthorpe Parish Council
Ward	Armthorpe
District Reference	Not Available
Applicant Name	Stephanie Robinson
Agent Name	Miss Ellie Howard - Planning Potential Ltd
Agent Company Name	Planning Potential Ltd.
Agent Address	Alderman Fenwick's House 98-100 Pilgrim Street Newcastle Upon Tyne Tyne And Wear NE1 6SQ

Document Control	
Document Type	Car Park Management Plan
Site Location	38 Whiphill Lane, Armthorpe
Proposed Development	Proposed Day Nursery
Client	
Council Reference	
Status	Final
Date	30/09/25
Written By	CS
Checked By	CS

Introduction

This car park management strategy has been developed to provide Doncaster Council Highway Authority with mitigation measures to address planning policy requirements in relation to parking at no. 38 Whiphill Lane, Armthorpe related to an application for a Day Nursery.

As part of a previous application the highway authority raised the following issues;

"The existing driveway shown in pink coloured diamond shape hatching, labelled on the plan as staff parking, cannot accommodate more than one staff vehicle, as it is not possible to park or turn round two vehicles within the area shown and we do not allow the use of tandem style parking for business use as all vehicles must have unobstructed access into/out of their space, at all times.

The use of 'effective management techniques' stated in 6.13 above is not an acceptable technical explanation therefore, in practical terms it basically means that five of the six spaces shown at the front of the development will be taken up by staff."

This car park management strategy sets out the management techniques; however, the latest application does not include tandem parking.

This car park management strategy can be amended at any time with agreement between both the applicant and Doncaster Council.

Car Park Management Measures

The car park is laid out to provide a loop, enabling people to enter and exit the site in a forward gear, predominantly collecting / dropping off children.

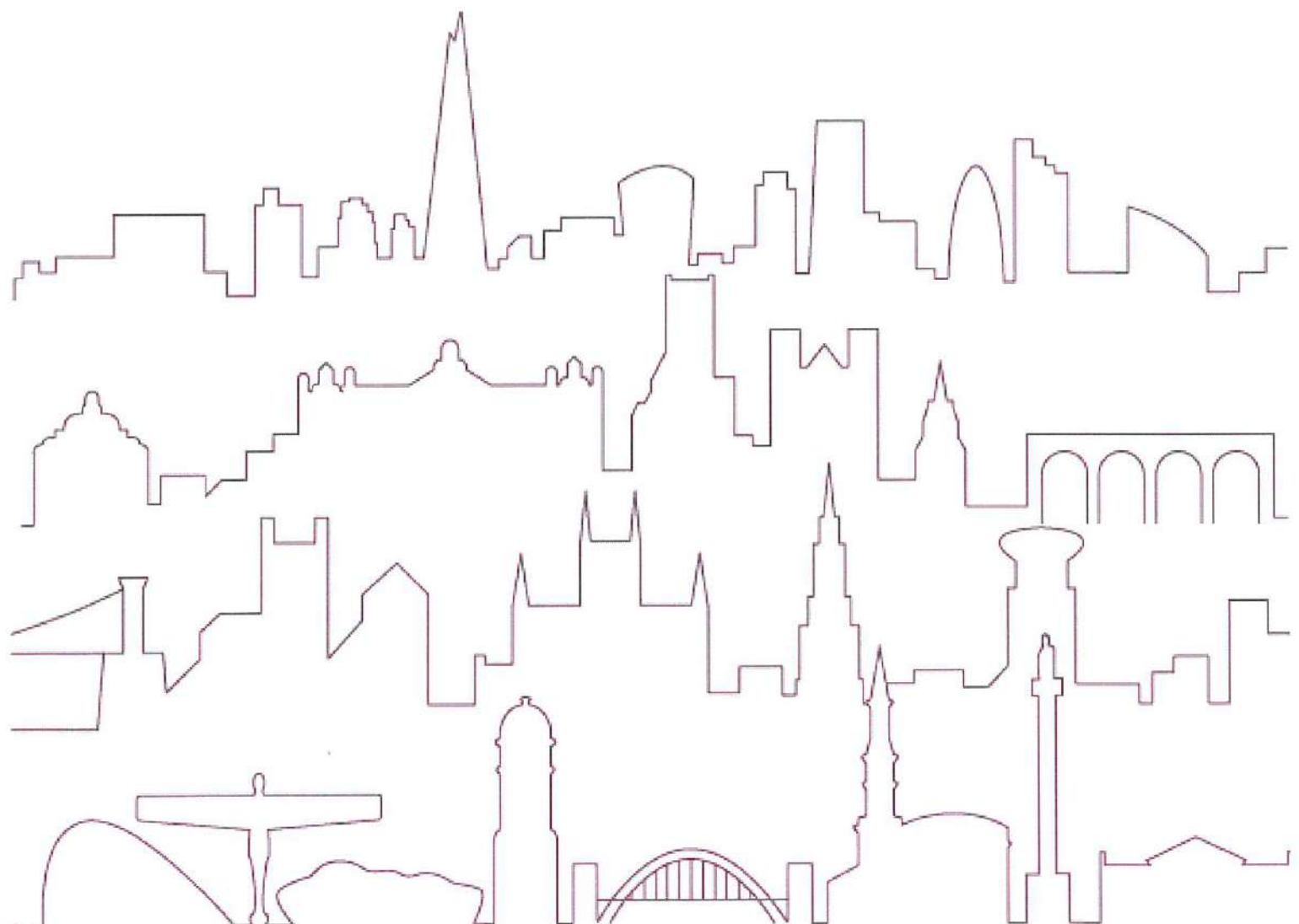
If bays are fully occupied, children may be brought to vehicles in the loop reducing the time customers remain on-site, reducing parking demand.

Staff will be encouraged to travel sustainably, through car sharing, travelling by non-car modes, etc.

The applicant has secured additional parking offsite at Armthorpe Juniors Football Club, where that parking area can be used by staff at 38 Whiphill Lane as it is not used during the times when 38 Whiphill Lane is in use.

Planning Statement

38 Whiphill Lane, Armthorpe



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Report Reference:
24/7670

1. Introduction

- 1.1. The following Planning Statement has been prepared by Planning Potential on behalf of Stephanie Robinson ('the applicant') in support of the resubmission of a change of use application from Use Class C3 (Dwellinghouse) to Use Class E(f) (Day Nursery) and alterations to the car park layout. This resubmission comprises a number of key revisions in direct response to the consultee comments and refusal reasons on application ref. 25/00669/FUL, including a reduced capacity of children, reconfigured parking arrangements to remove the requirement for tandem staff parking, to maintain the residential character of the site.
- 1.2. The proposal relates to 38 Whiphill Lane, a modest two-storey detached dwelling set within generous gardens in a suburban residential setting known as Armthorpe. The application seeks permission for the change of use from C3 Dwellinghouse to Use Class E for the property to become a children's day nursery.
- 1.3. The site sits within an established residential area made up of detached and semi-detached single and two-storey properties of varying styles. Whiphill Lane provides safe and convenient access to the property and onward travel, with two routes leading out via Lings Lane. The road is of a suitable size with ample room for two cars to pass. The site is also sustainably located close to Armthorpe centre and public transport routes.
- 1.4. At full capacity the nursery will now provide a setting for 39 children from 0-4 years old and 8 staff. This represents a significant reduction in scale compared to the refused scheme of 46 children – equivalent to a 15% reduction.
- 1.5. Even with the reduced number of places, the nursery will provide much-needed childcare provision in Armthorpe, where Doncaster Council's own 2024 childcare data identifies a shortfall of 104 places in the local area.
- 1.6. Comings and goings from the site are not expected to cause harm to the highway network. The applicant's operational experience demonstrates that drop-offs and pick-ups are staggered, typically between 7:30-9:30 am and 15:00-18:00 pm, with only 2-3 parents collecting at the same time. A one-way circulation system with a widened access ensures safe vehicle movement, while sustainable travel and walking are actively encouraged.
- 1.7. Alongside this Planning Statement, a suite of documents and plans have been submitted, including:
 - Full Plans Pack, prepared by 3DPPD
 - Noise Impact Assessment, prepared by E3P
 - Noise Management Plan, prepared by Planning Potential
 - Transport Statement, prepared by Exigo Project Solutions
 - Car Park Management Strategy, prepared by Exigo Project Solutions
 - Preliminary Ecological Appraisal, prepared by Swan Environmental
 - Biodiversity Net Gain Assessment and Metric, prepared by Swan Environmental
 - Soakaway Test, prepared by Sub Surface
 - Parking Agreement Letter, prepared by Armthorpe Rover JFC
 - Early Years Education Data, prepared by Doncaster Council
- 1.8. The documents submitted demonstrate that the proposed change of use has been carefully revised to ensure full accordance with the Local Development Plan as well as national planning policy, addressing in detail the reasons for refusal of the previous application.

2. Site and Surrounding Area

- 2.1. The site forms part of the administrative authority of Doncaster Metropolitan Borough Council and is located within the Armthorpe Neighbourhood Plan boundary.
- 2.2. The site comprises a two-storey property set within a large plot with lawned gardens to the front and rear. In addition to the main building, there is a detached garage to the rear of the property which is accessed via the driveway which skirts the western boundary of the site.
- 2.3. The site is bounded by mature hedging of approximately 1.2m in height on all boundaries. The southern boundary also comprises mature trees which creates a well screened garden to the rear of the property.
- 2.4. Whiphill Lane is a private road which has recently been resurfaced to improve conditions for all users. It is of a suitable size with ample room for two cars to pass simultaneously, providing safe and convenient access. The surrounding built context is predominantly residential in nature. The site is located within a residential area to the south-eastern end of the large village of Armthorpe on the outskirts of the city of Doncaster, within walking distance to the centre of the village of Armthorpe.
- 2.5. A number of public transport links serve the site, with 4 no. bus stops located within approximately 400m of the site and the closest bus stop to the west of the site along Nutwell Lane which provides travel to Doncaster in under 30 minutes. The nearest train station is in Kirk Sandall, 5.3km to the north of the site. The site is sustainably located with easy access via pedestrian walkways and cycling routes.
- 2.6. The immediate area is characterised by a mixture of residential dwellings. Opposite the site along Whiphill Lane, built form is predominantly bungalows of similar style and design. Elsewhere along Whiphill Lane, there is a variety of styles and designs in a broad palette of materials. The site is surrounded by residential use to all directions. Further to the east of the site, and beyond the road 'Yorkshire Way', is a significant industrial estate which accommodates major warehouses, logistics and distribution centres.
- 2.7. The site is located within flood risk zone 1, meaning the site has a low probability of flooding from rivers and the sea.
- 2.8. The site does not fall within a conservation area and is not locally/nationally listed.

Planning History

- 2.9. A desktop planning history search identifies that there have been a number of applications relating to extensions and alterations to the property post 2000.
- 2.10. The most recent application in connection with the application site relates to application ref. 25/00669/FUL for the Change of Use from Use Class C3 (Dwellinghouse) to Use Class E(f) (Nursery), and alterations to car park layout. This application was refused on 25 July 2025 for the following reasons (as stated in the Decision Notice report):
 1. The scale of the proposal for a capacity of 46 children and 8 staff will result in an unacceptable impact on residential amenity due to noise and disruption caused from children playing outdoors and the comings and goings. The site also lacks the appropriate parking provisions to accommodate the proposed scale of the use. The garden is not considered to be sufficient or appropriate for the scale of the proposed use. For these reasons, the proposal would fail to meet policy 52 (3) and (4).
 2. The noise and disruption arising from use of the rear garden and the comings and goings associated with the use of the residential property as a nursery will result in a harmful impact on neighbouring residential amenity. This is contrary to policy 10 and 46 of the Local Plan and paragraph 135 of the NPPF.
 3. The application proposes tandem parking for staff which is unsuitable for a commercial use of the site and the parking to the front of the site is insufficient to accommodate both staff parking and parking related to pick-ups and drop offs. The width of the access is also unsuitable as it does not allow for two vehicles to pass each other and would result in poor lane discipline. This would result in provides insufficient parking and a parking layout that is poorly designed given the commercial use of the site. As such, the proposal is not in accordance with policy 13 and 46 of the Local Plan and paragraph 115 and 116 of the NPPF.
 4. The installation of hardstanding over of the entire front garden for use as a dedicated parking area together with the commercial scale parking on the land would significantly alter the character of the site. This would be incongruous with the prevailing residential and suburban character of the area. The proposal therefore fails to meet policy 41, 42 and 46 of the Local Plan.

2.11. Prior to this, an outline application for erection of residential development on approximately 0.6ha of land following demolition of existing buildings at 38 and 40 Whiphill Lane (LPA ref. 06/01118/OUT) was granted in May 2006.

2.12. For avoidance of doubt, this application is effectively a resubmission of the refused application outlined at paragraph 2.10.

Relevant/ precedent sites

2.13. Little Rascals, Edenthorpe – located within a residential area, 3.2miles north west of 38 Whiphill Lane.

- **Established LPA acceptance of dwelling-to-nursery with growth over time:** Permission at Little Rascals progressed from 24 places (1997) to 33 (1999), 39 (2000), 43 (2003) and 55 places (2006), with the use made permanent in 2007. An increase to 70 places is currently under consideration following approved parking expansion. This evidences a long-standing City of Doncaster Council approach that such uses are acceptable in residential settings where operations and parking are properly managed.
- **Officer findings on parking and staffing at 55 places:** The 2006 decision recorded 7 on-site spaces and 15 staff (8–9 on site), with walking/cycling reducing on-site staff car numbers to ~4–5 at any one time.
- **Whiphill Lane provides a better on-site parking ratio than the accepted local benchmark:**
 - Little Rascals (55 places, 7 spaces) ≈ 1 space per 7.9 children.
 - Whiphill Lane proposal (39 places, 6 spaces) ≈ 1 space per 6.5 children — a materially stronger on-site provision per child than the LPA has previously supported nearby. Exigo's Transport Statement corroborates that Whiphill Lane offers the highest parking ratio to pupils among local comparators, with demand contained within the site.
 - Lower scale, lower impact: At 39 places, Whiphill Lane operates at ~29% fewer places than the 55 approved at Little Rascals, inherently reducing movements and parking pressure relative to the accepted precedent.
- **Comparable context and policy direction:** Like Little Rascals, the application repurposes a dwelling in a residential area to meet documented childcare need, with on-site parking and managed operations. This aligns with Local Plan Policy 52 (need/accessibility) and the NPPF's great weight for early years provision, and—crucially—reflects the LPA's own settled approach to similar proposals in the same authority area.
- The Little Rascals decisions demonstrate that the Council has repeatedly supported a dwelling-to-nursery use with limited but well-managed on-site parking. Given our better parking ratio, lower child numbers, and equivalent management measures, the Whiphill Lane proposal is no less acceptable and should attract at least the same level of support for consistency in decision-making.

2.14. Small World Day Nursery, Hatfield – located within a residential area, 5.3miles north east of 38 Whiphill Lane.

- **Long-standing acceptance of nursery use and expansion:** The Small World site has been supported by Doncaster Council since 2003, when the first nursery use was permitted (03/3045/P). Capacity was initially set at 39 children (05/0985/P, 2005), before being increased to 62 (06/03236/WCC, 2007) and ultimately 90 children (14/00778/COU, 2014). Although an application in 2006 to increase to 65 and extend to Saturdays was refused on amenity grounds, subsequent approvals confirm that, with the right operational safeguards, intensification was considered acceptable in principle.
- **Operational management recognised as the key to acceptability:** The 2007 approval was conditioned on the applicant making parents use the on-site car park for drop-offs and collections. This was not supported by a formal Car Parking Management Plan but was instead implemented through private contractual arrangements. By contrast, at Whiphill Lane a formal Car Park Management Strategy has been submitted, supported by enforceable planning conditions. This provides a far stronger and more transparent mechanism for the Local Planning Authority to secure compliance.
- **Committee acceptance of growth and wider benefits (2014, 90 children):** At 2014 expansion stage, the planning committee explicitly recognised:
 - Clear local demand for childcare places.
 - The creation of new jobs, consistent with the NPPF's economic growth objectives and Core Strategy Policy CS1.
 - That staggered outdoor play and staggered drop-offs/pick-ups would protect neighbouring amenity and highway safety.

- These are the very same operational safeguards proposed at Whiphill Lane, but at a much smaller scale (39 children versus 90).
 - **Highway context less favourable than Whiphill Lane:** The Hatfield site is accessed via Backfield Lane, part of which is unmade and more constrained. Despite this, Doncaster Council supported intensification to 90 children. By comparison, Whiphill Lane is fully surfaced, wide enough for two cars to pass, and better connected to the adopted highway network — a materially stronger context for traffic and access.
 - **Scale and parking comparison underlines proportionality:**
 - Small World: 90 children / 14 spaces = ~1 space per 6.4 children.
 - Whiphill Lane: 39 children / 6 spaces = ~1 space per 6.5 children.
 - Ratios are effectively identical, yet Whiphill Lane is less than half the size of the Hatfield operation and benefits from an enforceable Car Park Management Plan.
- 2.15. Small World shows that Doncaster MBC has consistently supported substantial nursery operations in residential areas, even with weaker highway conditions and without a formal management plan. At Whiphill Lane, the smaller scale, stronger controls (including a formal Car Park Management Strategy), and more favourable access demonstrate an even more robust and proportionate response. On consistency grounds, the Whiphill Lane application should be supported at least as strongly as the Hatfield precedent.

3. Development Proposals

3.1. This planning application is submitted to secure the change of use of 38 Whiphill Lane from Use Class C3 (Dwellinghouse) to Use Class E(f) (Day Nursery) and associated works.

3.2. The description of development is:

"Change of Use from Use Class C3 (Dwellinghouse) to Use Class E(f) (Nursery), and alterations to car park layout"

Nursery Operation

- 3.3. At full capacity the nursery will provide a setting for 39 children from 0-5 years old and maximum of 8 staff. This represents a reduced scale compared with the previously refused scheme for 46 children and up to 9 staff directly addressing concerns about intensity of use and the perceived unacceptable impact on residential amenity.
- 3.4. The nursery will operate Monday to Friday between 07:30 and 18:00 only, with no evening or weekend operation. Outdoor play will be further restricted to between 09:30 and 17:30 on weekdays only, ensuring no disturbance to neighbouring residents during sensitive times. Please see the Noise Management Plan.
- 3.5. Drop-offs and pick-ups will be managed gradually across the morning and afternoon, avoiding concentrated peaks of activity. The applicant's experience from operating other nurseries confirms that no more than 2-3 parents typically arrive at the same time. This staggered pattern ensures that comings and goings remain manageable and that highway and amenity impacts are minimised.
- 3.6. The location of the nursery has been chosen specifically for its accessibility and its capacity to meet unmet childcare need in Armthorpe. Children attending will predominantly live in the local area. Data from the applicant's other nurseries demonstrates that around 27% of families walk, and car sharing is actively encouraged. Whiphill Lane is identified by Doncaster Council as an advisory cycle route, and Armthorpe benefits from a combination of on-road cycle lanes and traffic-free paths, making sustainable travel modes realistic. Secure cycle parking will be provided within the site, in accordance with Policy 13 of the Local Plan.
- 3.7. Access to the property is via the existing driveway. The external layout has been redesigned to create a safe and efficient one-way system for drop-offs and pick-ups, avoiding conflict between vehicles. The site access has been widened to approximately 5m to improve visibility and allow comfortable vehicle entry and exit.
- 3.8. Six parking spaces are provided within the site, which is more than at comparable nurseries across Doncaster, as per table 6.1 in the Transport Statement. The previous reliance on tandem spaces has been removed with an agreement for off-site staff parking at Armthorpe Rovers JFC, located nearby the site.
- 3.9. All queuing and circulation will occur within the site boundary, avoiding overspill onto Whiphill Lane or the wider highway network. Cycle parking is accommodated within the site via 1 no. Sheffield hoop providing 2 no. short stay spaces, which exceeds likely demand but encourages cycle use.
- 3.10. The treatment of the frontage has been carefully designed to overcome the concerns raised in the previous refusal. To address the issues of the previous scheme, which was criticised for the complete loss of the front garden and the creation of a harsh, commercial appearance, this proposal retains areas of soft landscaping and introduces a permeable paving solution using clay block pavers. This material is domestic in scale and character, typical of residential driveways along Whiphill Lane, which includes no's 28, 32 and 34 and was agreed in principle with the local authority during the assessment of the previous scheme.
- 3.11. The existing dwelling will be reconfigured internally but will not be structurally altered. First-floor bedrooms will be converted into playrooms, the lounge will become an office, the existing office a kitchen, the kitchen/dining space a classroom/playroom, and the garage will be adapted as a staff room. This approach ensures that the building retains its domestic character externally while being adapted for functional nursery use internally.
- 3.12. The rear garden will provide a safe, enclosed outdoor play area for children, well screened from surrounding properties by hedging and mature trees. Use of this space will be carefully managed through a Noise Management Plan and restricted hours of operation, ensuring protection of residential amenity. The existing fence will be sealed where any holes may be present to ensure a sufficient sound barrier.

- 3.13. Waste will be stored in a designated bin store and collected by a private contractor. Collections will be limited to general, food, recycling and sanitary waste and will take place within operational hours. Deliveries will be small scale, consisting of food, laundry and stationery. The scale and frequency of servicing is low and will not give rise to adverse impacts on the highway network or neighbouring properties.

4. Pre-Application Discussions

- 4.1. Prior to the resubmission of this application, the applicant engaged with the Local Planning Authority to seek feedback on the proposed amendments. An outline of the revisions was shared with officers, who confirmed that they had reviewed the changes and discussed them internally.
- 4.2. The officer's initial observations highlighted the importance of submitting updated technical evidence alongside any revised scheme. Specifically, they advised that an updated Noise Assessment and Transport Assessment would be necessary to demonstrate that the revised proposal could address the concerns set out in the refusal notice.
- 4.3. Officers also noted that while a reduction in child numbers was a step in the right direction, the revised application would need to be supported by robust, professional evidence to demonstrate that any reduction in activity levels would translate into a material improvement in terms of noise and highways impacts.
- 4.4. Regarding parking, the LPA expressed reservations about relying solely on off-site staff arrangements and highlighted the need for clear, enforceable measures to ensure that parking provision would be sustainable in the long term. Similarly, they indicated that noise control measures must be detailed and secured through planning conditions to be considered effective.
- 4.5. Importantly, officers confirmed that any revised submission would need to be substantively different from the refused scheme and backed by a comprehensive package of supporting evidence, given the likelihood of public interest and potential referral to Planning Committee.
- 4.6. The applicant has taken this feedback on board in full. This resubmission is supported by a suite of professionally prepared reports, including an updated Noise Impact Assessment, Noise Management Plan, Transport Statement, and a Car Park Management Strategy. Together, these documents provide the robust, evidence-based justification that officers confirmed would be necessary for the LPA to reach a positive recommendation.

5. Planning Policy Context and Other Material Considerations

- 5.1. The planning system is plan-led. Planning law requires that applications for planning permission must be determined in accordance with the Development Plan, (when taken as a whole) unless material considerations indicate otherwise. Doncaster's Development Plan relevant to these proposals include the Local Plan (adopted September 2021), and Armthorpe Neighbourhood Plan (2017).

Development Plan policies

- 5.2. Local Policies pertinent to the determination of the application include:

- Policy 10: Residential Policy Areas – The establishment or increase of non-residential uses of appropriate scale will be permitted provided they would not cause unacceptable loss of residential amenity through, for example, excessive traffic, noise, fumes, smells or unsightliness.
- Policy 13: Promoting Sustainable Transport in New Developments (Strategic Policy) – Development must ensure access to the development can be made by a wide choice of transport modes, including walking, cycling, and the private car, and public transport. Also, that appropriate levels of parking provision are made in accordance with the standards stated and that there is no resulting unacceptable impact on highway safety, or severe residual cumulative impacts on the road network.
- Policy 30: Valuing Biodiversity and Geodiversity (Strategic Policy) – Proposals must deliver a minimum 10% net gain for biodiversity.
- Policy 41: Character and Local Distinctiveness (Strategic Policy) – In all cases, applications and design proposals will need to demonstrate an understanding of the context, history, character and appearance of the site, adjacent neighbourhood and the wider area, to inform the appropriate design approach.
- Policy 42: Good Urban Design (Strategic Policy) – In all cases, the components of a development, including: use mix, layout (structure, movement patterns, townscape, landscaping, open space and public realm), density (intensity of use), form (scale, height, massing), and appearance (architectural qualities, details, materials, boundary treatments), must be designed and assessed to ensure that the proposal is attractive and appropriate to the area, robustly designed, works functionally.
- Policy 46: Design of Non-Residential, Commercial and Employment Developments (Strategic Policy) – Proposals will be supported where they are designed to:
 - be sympathetic to local character and the host property;
 - have no unacceptable negative effects upon the amenity of neighbouring land uses or the environment;
 - promote accessibility;
 - meet functional requirements.
- Policy 52: New Education facilities – A new or improved education facility will be supported where it meets a recognised need in the area it is expected to serve in line with the Council's legal responsibility to provide sufficient school places, the proposed development is of a scale and design appropriate to the location, and the proposal is readily accessible by the community or served well with public transport and by means other than the car.

Supplementary Planning Guidance

- 5.3. Supplementary guidance is used to support statutory development plans, not as an alternative. It cannot be used to make new policies. Statements made in supplementary guidance carry less weight than those in the development plan but may be material considerations. Consideration has also been given to the Biodiversity Net Gain SPDs.

National Planning Policy Framework

- 5.4. The content of the NPPF (December 2024) is also a material consideration. The chapters particularly pertinent to the determination of the application include:
- *Decision-making*

Planning law requires that applications for planning permission be determined in accordance with the development plan, unless material considerations indicate otherwise (paragraph 48). Decisions on applications should be made as quickly as possible, and within statutory timescales unless a longer period has been agreed by the applicant in writing.

- *Promoting healthy and safe communities*

Paragraph 100 sets out that it is important that a sufficient choice of early years, school and post-16 places are available to meet the needs of existing and new communities. It states that local authorities should give great weight to the need to create, expand or alter early years, schools and post-16 facilities through the preparation of plans and decisions on applications.

- *Making effective use of land*

Paragraph 124 states that planning policies and decision should promote an effective use of land in meeting the need for homes and other uses, while safeguarding and improving the environment and ensuring safe and healthy living conditions.

6. Planning Justification

6.1. The key planning considerations highlighted by our Independent policy review and consistent with Initial officer feedback are:

- Principle of Development
- Supply and Demand
- Impact on Amenity
- Highways and Access
- Ecology and Biodiversity

6.2. These matters will be assessed against the relevant national and local policies and will demonstrate that the proposals are entirely acceptable.

Principle of Development

- 6.3. The site is located within a Residential Policy Area. Policy 10 of the Doncaster Local Plan permits non-residential uses of an appropriate scale where there is no unacceptable loss of residential amenity. Nurseries are commonly located within residential areas and frequently operate from converted dwellings, as these provide the "home from home" environment particularly suited to babies and very young children.
- 6.4. The development represents a proposal for new early years education and childcare provision, repurposing an existing dwellinghouse (Use Class C3) into a nursery (Use Class E(f)). The principle of a nursery in a residential setting is considered acceptable as a complementary use within the area. The nursery will address the requirement for additional places in Armthorpe and provide a service of direct benefit to residents. Paragraph 100 of the NPPF (2024) states that local authorities should give great weight to the need to create early years facilities when determining applications, in order to secure sufficient choice of places to meet the needs of existing and new communities.
- 6.5. The proposal represents an appropriate and sustainable use of the site given its accessible location within a residential area and the established demand for additional childcare. Policy 52 of the Local Plan supports proposals for new education facilities where they meet a recognised need in the area, are of an appropriate scale and design, are readily accessible by the local community and by public transport and provide suitable on-site facilities such as play space and parking. The proposed nursery meets all of these criteria.
- 6.6. The proposal will have a neutral impact on the surrounding area and, in line with Policy 42(B) Section 12, will ensure effective management and maintenance, futureproofing the ongoing use and upkeep of the site. It represents a high-quality development that makes a positive contribution to the local area by providing essential early years education while integrating seamlessly within the existing residential setting.
- 6.7. Policy 46(A) supports non-residential developments, provided they meet the following design criteria:
1. be sympathetic to local character and/or the host property in terms of their layout, siting, height, massing, form, scale, detailing, materials, landscaping or, where appropriate, their heritage significance → Criteria satisfied, no external alterations are proposed, aside from the front garden layout which has been adapted to reduce the impact on Whiphill Lane by providing sufficient off-street parking and drop-off area.
 2. have no unacceptable negative effects upon the amenity of neighbouring land uses or the environment → Criteria satisfied, the nursery's opening hours are limited to weekdays, avoiding disruption during evenings and weekends. Outdoor play will be well-managed and scheduled through the implementation of a Noise Management Plan. Staggered drop-off and pick-up times ensure that traffic movements remain gradual and controlled. The Transport Statement confirms that the proposal will not adversely impact the highway network.
 3. promote accessibility and wayfinding for all travel modes through the layout of the movement network, landscape strategy and building design → Criteria satisfied, the site benefits from good pedestrian access to encourage sustainable travel. Public transport links are easily accessible, and the one-way drop-off/pick-up system ensures a safe and logical site layout for parents and staff.

4. meet functional requirements, whilst being architecturally appropriate, with interesting and visually attractive elevations which convey a sense of permanence → **Criteria satisfied, the existing building maintains its residential character, ensuring visual cohesion with the surrounding properties.**
 5. reduce the scale of bulky buildings and bland elevations by breaking down building mass and using better quality human scale materials and detailing for prominent and heavily used parts of the building → **Criteria satisfied, the proposal retains the existing building's scale and character, ensuring that it remains in keeping with the residential setting.**
 6. locating parking, servicing and storage areas unobtrusively and reducing their visual impact through landscaping and boundary treatments → **Criteria satisfied, parking areas have been carefully designed within the site while ensuring that they remain functional and accessible. Landscaping and boundary treatments will be retained, ensuring that the nursery remains visually integrated within the residential street scene.**
 7. ensure parking areas do not reduce building line continuity and/or create large gaps in street frontages to an unacceptable extent → **Criteria satisfied, the parking layout has been designed to minimise impact on the continuity of the street frontage. The proposed drop-off area is contained within the site, avoiding the need for on-street parking that could disrupt the useability of Whiphill Lane.**
 8. be well landscaped, include provision of amenity areas for occupiers, visitors or workers, and ensure good quality external works are coordinated across the site → **Criteria satisfied, the rear garden area provides a safe and well-defined outdoor space for children, ensuring a high-quality environment for learning and play. The existing landscaping will be retained and enhanced where appropriate.**
- 6.8. The principle of development has already been established through widespread examples of nurseries operating successfully within residential areas across Doncaster. The proposed use at 38 Whiphill Lane follows this model by providing a home-from-home environment suitable for babies and young children.
- 6.9. Unlike the refused scheme, which was considered excessive in scale with 46 children and 9 staff, this resubmission reduces the capacity to no more than 39 children and one fewer member of staff. This represents a not insignificant (15%) reduction in numbers compare to the refused scheme, which was criticised for not being an appropriate scale in the residential area. A reduction in capacity helps directly address this, and in turn helps address the 'wider' reasons cited by the local authority re: noise & disruption and parking. Updated reports confirm this under the relevant sub-headings below (namely amenity and highways).

Supply and Demand

- 6.10. There is an evidenced need for additional childcare provision in Armthorpe. Doncaster Council's 2024 childcare sufficiency data identifies a shortfall of 104 nursery places. Paragraph 100 of the NPPF confirms that great weight should be given to the creation of early years facilities, and the Council itself has recognised the urgency of this need.
- 6.11. In 2024, the applicant was approached directly by the Council's Early Years Team, to establish a nursery in Armthorpe. Following refusal of the earlier scheme, the Council has reiterated its concern about the absence of these places ahead of the September 2025 intake. Parents are already on a waiting list for the proposed nursery, and staff, including apprentices, are ready to begin employment.
- 6.12. Policy 52 (part A) provides a mechanism which supports a new education facility subject to a number of criteria. For robustness, we set these out in turn below, with commentary/ justification provided against each requirement.
1. the scale, range, quality and accessibility of education facilities are improved → **Criteria satisfied, the proposal directly addresses the current shortage of early years education facilities in Armthorpe. The nursery will provide 39 additional places, ensuring high-quality provision in a well-connected and accessible location.**
 2. it meets a recognised need in the area it is expected to serve in line with the Council's legal responsibility to provide sufficient school places → **Criteria satisfied, the 2024 childcare occupancy data provided by Doncaster Council confirms that Armthorpe requires an additional 104 childcare places to meet local demand.**
 3. the proposed development is of a scale and design appropriate to the location → **Criteria satisfied, the proposal utilises an existing house and proposes few external changes.**

4. an area of open space and playing fields sufficient to meet the needs of pupils is incorporated → **Criteria satisfied, the site benefits from a large rear garden, which will provide a safe, enclosed outdoor play area for children. This meets the requirement for dedicated play space and enhances the children's learning environment.**
 5. the development is capable of a joint or dual use for community benefit, in agreement with the school/academy and this has been incorporated into the design → **not relevant. As a dedicated nursery facility, the site is not intended for dual use. However, the proposal supports the wider community by increasing early years education provision and contributing to local childcare sufficiency targets.**
 6. proposals that involve the relocation of existing education facilities outside settlement boundaries (and redevelopment of the original site for alternative use) will only be supported where the new site would demonstrably better meet the identified education needs and is acceptable in terms of its impacts on the countryside → **not relevant.**
 7. the proposal is readily accessible by the community or served well with public transport and by means other than the car → **Criteria satisfied, the site is sustainable located within close proximity to bus stops which link the wider area. In addition, those utilising the nursery and employed there will likely live in the area, reducing car dependency. In addition to the parking offered on site, the applicant has an agreement in place with Armthorpe Rover Junior Football Club, whereby staff have permission to park at the club's parking facility on Wickett Hill Road between 7.30am and 6.00pm Monday to Friday. Located approx. 0.5 mile to the north of the site, only a 12-minute walk, staff members are encouraged to park at this location to make available on-site parking spaces for drop offs and pick-ups.**
 8. sufficient car parking, drop off zones, pedestrian crossings and the provision of safe and secure cycle parking are provided → **Criteria satisfied, the parking and drive layout of the house is to be rearranged to provide sufficient parking and a one-way drop-off/pick-up area on site that ensures safe, easy access from Whiphill Lane. Visually, the parking area will match the aesthetic and design of a number of properties along Whiphill Lane, which have entirely paved or gravel driveways, including no's 28, 32 and 34.**
- 6.13. The proposal therefore responds directly to an identified statutory requirement, delivers immediate social and economic benefits, and represents a material improvement on the refused scheme by scaling the use to a level appropriate for the site while still meeting local childcare demand. The proposed nursery aligns with these objectives by increasing local capacity and ensuring that parents can access high-quality childcare provision within their community.
- 6.14. Given the current shortfall in nursery places, the anticipated growth in demand, and the policy support for early years expansion, the proposed development is considered both necessary and beneficial. It will make a meaningful contribution to the availability of childcare in Armthorpe, supporting working families and promoting social and economic sustainability.

Impact on Amenity

- 6.15. Policy 46 of the Local Plan seeks to protect the amenity of neighbouring land uses. The proposed change of use from a private dwelling to a children's day nursery is a frequent and accepted feature of built-up areas, as nurseries are often located close to the communities they serve. This represents a sustainable and appropriate location, reducing the need to travel and enabling families to access childcare within their neighbourhood.
- 6.16. The proposed layout will utilise the existing rear garden, which is well screened from neighbouring properties on Whiphill Lane and Granby Court by hedging and mature trees. The garden provides an appropriate and contained play space that naturally limits sound transmission.
- 6.17. Opening hours will be limited to 07:30–18:00 Monday to Friday, with outdoor play restricted further to between 09:30 and 17:30 on weekdays only. There will be no outdoor play during evenings or weekends, when neighbours are more likely to be at home. The outdoor space will not be used continuously, as children will play outside in staggered sessions under staff supervision. Importantly, the nursery caters for pre-school children only, meaning the intensity of activity cannot be compared to a school playground.
- 6.18. The applicant has committed to adopting a formal Noise Management Plan to ensure robust control over outdoor activity. This will detail that distressed children are brought indoors promptly, further reducing the potential for noise disturbance.
- 6.19. The site's location within Armthorpe further supports amenity protection. A proportion of parents are expected to walk their children to the nursery, and staff will not be permitted to park on Whiphill Lane. These measures reduce the level of vehicle activity directly associated with the use.

- 6.20. Refusal reasons one and two of the previous application (25/00669/FUL) stated that the proposed capacity of 46 children and 8 staff would result in an unacceptable impact on residential amenity through noise and disruption, particularly from outdoor play and comings and goings. This revised application directly addresses those concerns by reducing the capacity to 39 children and one fewer staff member, thereby lowering overall activity levels.
- 6.21. Whilst we respectfully disagree with the Council's previous conclusion regarding noise impacts, we have carefully reviewed their comments and revised our proposals in direct response.
- 6.22. The submitted Noise Assessment produced by E3P demonstrates that, even under worst-case scenarios, predicted noise levels would remain below thresholds associated with adverse impact and well below those typically found in environments considered to meet the Significant Observed Adverse Effect Level (SOAEL), such as major roads or industrial sites.
- 6.23. The supporting report provides strong evidence to show that noise impacts, even assuming worst-case scenarios (i.e. 9 children outside at all times with all children talking/ playing etc, would be negligible. Indeed, predicted noise levels are expected to be 42 dB, 8 dB below a level of 50 dB which is a level of noise below which relaxation conditions are acceptable. Furthermore, when combining this with the existing background sound, i.e. that already at the residents garden area due to road traffic and other off-site noise levels, results in a +1.5 dB increase in noise levels which in accordance with IEMA Guidelines and another applicable noise guidance is considered a negligible increase with the human ear only able to perceive an increase of 3 dB. We accept that the noise source is different to that already at the receptor but combined with the low absolute levels of noise, this is a clear indicator that the source has a negligible to low impact - certainly not considered the SOAEL which is typically found to exist on sites next to major A Roads/motorways or adjacent to significant industrial sites, not a nursery.
- 6.24. The only British Standard that references a comparison between source and background sound levels is BS 4142 which is only concerned with industrial and commercial noise, allowing for fixed plant and machinery only, not with noise from people, as explicitly stated in BS 4142. As noted above, the two most applicable assessments (absolute noise levels and changes in ambient noise levels) have been undertaken and show no adverse impact.
- 6.25. Accordingly, the technical evidence is clear that the proposals would not give rise to adverse noise effects. In making the revisions to reduce the capacity of the setting and the cumulative impact this has with regards to noise generation, we trust the LPA will view the application favourably.

Highways and Access

- 6.26. Refusal reasons two and three of application 25/00669/FUL related to the adequacy of the parking and access arrangements. Concerns were raised that the proposal relied on tandem staff parking, that there was insufficient provision for parents, and that the access was too narrow to allow two vehicles to pass safely.
- 6.27. The revised scheme directly addresses these concerns. Six parking spaces are provided within the site, which is comparable to nurseries elsewhere in Doncaster. An additional area for parking will be available to the side of the property, creating extra space for parents at drop-off and pick-up. In addition to the parking offered on site, the applicant has an agreement in place with Armthorpe Rover Junior Football Club, whereby staff have permission to park at the club's parking facility on Wickett Ham Road between 7.30am and 6.00pm Monday to Friday. This is located approx. 0.5 mile to the north of the site, only a 12-minute walk. Staff will be encouraged to park at this location in order to leave on-site parking spaces available for drop offs and pick-ups.
- 6.28. Policy 52 of the Local Plan requires education facilities to provide sufficient car parking, drop-off zones, pedestrian crossings and safe and secure cycle parking. The proposed layout delivers dedicated drop-off and pick-up areas, and cycle parking is accommodated within the site via 1 no. Sheffield hoop providing 2 no. short stay spaces. If required, formal stands can be secured by condition. The applicant's transport data demonstrates that the site has sufficient space to meet demand, fully satisfying Policy 52.
- 6.29. Policy 13 of the Local Plan requires appropriate levels of parking, provision for cycle parking, and confirmation that development does not result in an unacceptable impact on highway safety or severe residual cumulative impacts. The scheme achieves all of these. Parking is provided in line with Appendix 6 standards, and informal or formal cycle parking equivalent to at least 10% of car spaces can be accommodated. The Transport Statement confirms that trip generation will remain below recognised thresholds, and that traffic associated with the nursery will not cause severe impacts. Paragraphs 115 and 116 of the NPPF set a high bar for refusal on highway grounds, and that threshold is not reached in this case.

- 6.30. Although the driveway is not designed to allow two vehicles to pass at the same time, the transport consultant confirms that this does not conflict with adopted policy or technical guidance. Whiphill Lane is a privately maintained road, not an adopted highway, and all vehicles leaving driveways along the street already undertake similar movements without recorded problems. There is sufficient space within the site for a vehicle to wait if necessary, and signage can be provided to give priority to vehicles leaving the site. This approach avoids the need for unnecessary widening which could harm pedestrian priority and the residential character of the frontage.
- 6.31. The Transport Consultant confirms that the proposal achieves the highest ratio of parking spaces to children of any comparable nursery in the local area. This ensures that all parking demand will be contained fully within the site, with no risk of overspill or displacement onto the public highway network, including The Lings or Nutwell Lane.
- 6.32. Whilst we respectfully disagree with the Council's previous conclusion regarding highways impacts, we have carefully reviewed their comments and revised our proposals in direct response.
- 6.33. In direct response to the Council's earlier concerns, the revised scheme has been carefully designed to demonstrate clear compliance with Local Plan requirements and best practice guidance. The submitted Transport Assessment, prepared by Exigo, confirms that the proposed development outperforms other local childcare facilities in both parking provision and operational management. The proposals achieve the aspirations of Policy 13-4 of the Local Plan in full, providing safe, efficient, and sustainable access for all users.
- 6.34. Forecast trip generation has been modelled robustly using both TRICS data and observed patterns at the applicant's existing facility. The Transport Statement predicts 17 two-way movements during both the AM (08:00-09:00) and PM (17:00-18:00) peaks, and around 92 two-way trips across a typical weekday. When accounting for trips associated with the existing dwelling, the net increase reduces to just 16 peak-hour trips and 87 daily trips. Importantly, no Heavy Goods Vehicles are anticipated, with all trips limited to private cars or light goods vehicles. This is comfortably below thresholds that could give rise to capacity or safety concerns.
- 6.35. Evidence also demonstrates that the short average dwell time for parents—typically five minutes—allows each parking space to be reused up to 12 times per hour. This operational efficiency ensures that the available spaces will comfortably accommodate demand, even during peak drop-off and collection times. The presence of 3-4 spare spaces at any one time provides a further safeguard, ensuring smooth operation and avoiding congestion within or beyond the site.
- 6.36. The Transport Statement also includes an accident review, which found no existing highway safety issues that would be exacerbated by the development. The analysis demonstrates that the cumulative residual impact of the proposals on the surrounding network cannot be considered "severe" under Paragraphs 115 and 116 of the NPPF. The provision of sufficient on-site parking, coupled with the off-site staff parking agreement, further confirms that the scheme will operate effectively without adverse impact.
- 6.37. Accordingly, the technical evidence is unequivocal: the revised scheme would not result in harm to highway safety or the free flow of traffic. By reducing the capacity of the nursery and strengthening the associated access and parking arrangements, the proposals deliver a balanced, policy-compliant solution. The revisions directly address the Council's previous concerns and provide a robust basis for the Local Planning Authority to support the application.

Impact on Character

- 6.38. Refusal reason four of application 25/00689/FUL stated that the extensive hardstanding proposed across the frontage would significantly alter the character of the site and appear incongruous with the prevailing suburban setting of Whiphill Lane. The revised proposal has been specifically designed to overcome this concern and to ensure compliance with Policies 41, 42 and 46 of the Local Plan.
- 6.39. The new layout retains areas of soft landscaping and parking areas will be finished in permeable, domestic-style surfacing material of clay block paving. This treatment is typical of residential driveways and ensure that the appearance of the property continues to reflect its suburban setting rather than taking on a commercialised character.
- 6.40. The use of permeable finishes also provides wider environmental benefits by supporting sustainable drainage, helping to manage surface water in a sensitive manner consistent with good design practice. This approach represents a qualitative improvement compared with the refused scheme, where extensive hardstanding was considered visually intrusive and harmful to local character.
- 6.41. No external alterations are proposed to the dwelling itself. The property will therefore continue to present as a family home within Whiphill Lane, integrating comfortably into its residential surroundings. In this way, the revised scheme respects the character and distinctiveness of the area while delivering the necessary functional requirements for the nursery.

- 6.42. Taken together, the revised landscaping and surfacing strategy demonstrates a sensitive and proportionate response to the concerns raised in the earlier refusal. The proposal is sympathetic to its context, preserves the suburban character of Whiphill Lane, and achieves full compliance with relevant local and national planning policy.

Ecology and Biodiversity

- 6.43. A Preliminary Ecological Appraisal (PEA) and Biodiversity Statement, prepared by Swan Environmental, has been submitted alongside the application. The PEA confirms that there are no notable habitats on the site. The assessment also confirms that the proposals involve only a change of use of the existing dwelling, with no internal or external works that could cause risk of destruction or disturbance to roosting bats. Consequently, further nocturnal bat surveys are not required.
- 6.44. The site consists of a two-storey dwelling and detached garage, together with associated gardens and driveway. Consultation with the Magic.gov.uk database identified two designated sites within the wider area: Sandall Beat SSSI (1.9 km west) and Hatfield Moors SSSI/SAC/NNR (4.6 km east). Due to the distance from the site, intervening urban land uses, and the limited scale of development, no adverse effects on these designated sites are anticipated.
- 6.45. All trees, hedges and shrubbery on site are to be retained, aside for 0.005km of the non-native ornamental hedgerow to the north boundary which is to be lost to facilitate the wider access into the site. Approximately 0.02 ha of garden vegetation will be replaced with permeable surfacing to accommodate parking. A non-native ornamental hedgerow surrounds much of the site and will be retained, while the native hedgerow along the site frontage will mostly also remain in situ.
- 6.46. The Biodiversity Net Gain (BNG) Assessment records a baseline of 0.40 Habitat Units and 0.20 Hedgerow Units. Based on the submitted landscape plan, the proposals would result in a small net loss of -9.9% in habitat units and -2.56% in hedgerow units on site. In order to achieve the statutory minimum 10% net gain required under both national policy and Local Plan Policy 30, additional credits equivalent to 0.08 Habitat Units and 0.02 Hedgerow Units are required.
- 6.47. Opportunities for on-site enhancement have been explored, but given the site's scale, layout and operational requirements as a children's nursery, it is not feasible to deliver full net gain within the site boundary. The applicant will therefore secure off-site credits through a local habitat bank.
- 6.48. While biodiversity was not a refusal reason in the earlier application, the resubmission strengthens the scheme by demonstrating clear compliance with Policy 30 of the Local Plan and national legislation.

7. Conclusion

- 7.1. This resubmission seeks permission to change the use of 38 Whiphill Lane from Use Class C3 to Use Class E(f) for a day nursery, with a sensitively designed frontage that provides a safe and efficient pick up and drop off arrangement. The building retains its domestic appearance, and no significant structural alterations are proposed.
- 7.2. The scheme is a material improvement over application reference 25/00669/FUL. Capacity is reduced to 39 children with one fewer staff member. Outdoor play is limited to weekdays within restricted hours and is governed by a formal Noise Management Plan that secures supervised and staggered use of the garden. The E3P Noise Impact Assessment confirms that predicted levels, assessed on a worst-case basis, remain below adverse effect thresholds and result in negligible change to ambient sound.
- 7.3. Highway and access matters are comprehensively addressed. The layout provides six on site spaces, on site circulation and queuing, and a managed one-way system with a widened access. The Exigo Transport Statement demonstrates modest and staggered trip generation with no heavy goods vehicles, typical five-minute dwell times that ensure efficient turnover, and no severe residual impacts under the National Planning Policy Framework paragraphs 115 and 116. A Car Park Management Strategy formalises operational controls and, together with the staff parking arrangement, keeps parent spaces available at peak times.
- 7.4. The proposal is plan led and policy compliant. It satisfies Policy 10 on appropriate non-residential uses without unacceptable amenity loss, Policy 13 on safe and accessible multi modal access with adequate parking and no severe network impacts, Policies 41 and 42 on character, good urban design and domestic scale surfacing and landscaping, Policy 46 on well-designed non-residential development that protects amenity and meets functional needs, Policy 52 on recognised need, appropriate scale and accessible location, and Policy 30 on biodiversity net gain delivered through off site credits with onsite enhancements.
- 7.5. Need is clear and pressing. Doncaster Council's 2024 sufficiency data confirms a shortfall of 104 early years places in Armthorpe and paragraph 100 of the National Planning Policy Framework requires great weight to be given to the creation of early years provision. The site is well located for walking and public transport which supports sustainable travel choices and reduces car dependency.
- 7.6. Local precedent supports approval. The Council has already endorsed dwelling to nursery schemes in residential settings at Little Rascals in Edenthorpe and Small World in Hatfield, including at significantly higher capacities. Compared with those schemes, Whiphill Lane operates at a lower scale, provides a stronger parking ratio per child, benefits from a more favourable access context, and is supported by formal management plans, all of which point to lower impacts and greater control.
- 7.7. The updated technical evidence, the scaled down operation and the enforceable management measures demonstrate that residential amenity is protected, local character is maintained, and transport safety and capacity tests are met. The development delivers essential community infrastructure in a sustainable and proportionate manner and accords with the Development Plan and the National Planning Policy Framework when read as a whole.
- 7.8. For these reasons it is respectfully requested that planning permission be granted.



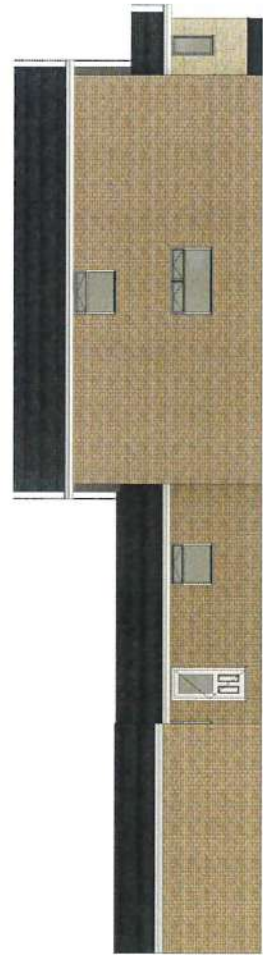
1 Existing Front Elevation
1 : 100



2 Existing Side Elevation
1 : 100



3 Existing Rear Elevation
1 : 100



4 Existing Side Elevation 1
1 : 100



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No.	Description	Date

PROJECT ADDRESS
38 Whiphill Lane,
Armthorpe, Doncaster DN3
3JP

PROJECT NAME

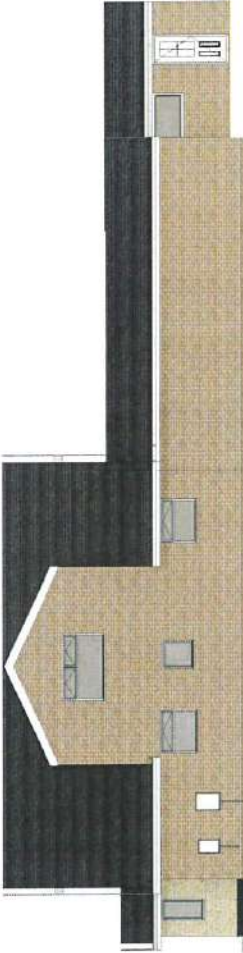
Change of use

SHEET NAME	Existing Elevations
DRAWN BY HO	CHECKED BY LO
SCALE (@A2) 1 : 100	DATE 20/02/25
DRAWING NUMBER E'102	PROJECT NUMBER 2188
	REV



1 Proposed Front Elevation

1 : 100



2 Proposed Side Elevation

1 : 100



3 Proposed Rear Elevation

1 : 100



4 Proposed Side Elevation 1

1 : 100



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2015/01/15/condm-clients.htm

No.	Description	Date

PROJECT ADDRESS
38 Whiphill Lane,
Armthorpe, Doncaster DN3
3JP

PROJECT NAME

Change of use

SHEET NAME	Proposed Elevations
DRAWN BY J.L.	CHECKED BY J.L.
DATE 20/03/25	DATE 20/03/25
SCALE (if not 1:100)	PROJECT NUMBER 2188
DRAWING NUMBER P102	REV





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<http://www.hse.gov.uk/construction>

No.	Description	Date

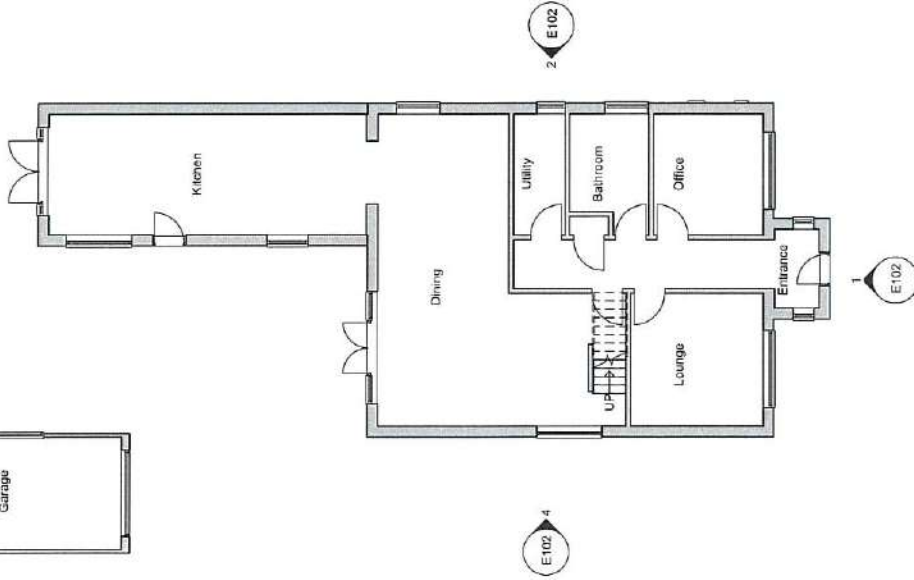
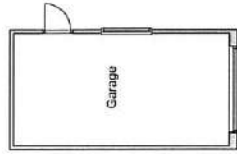
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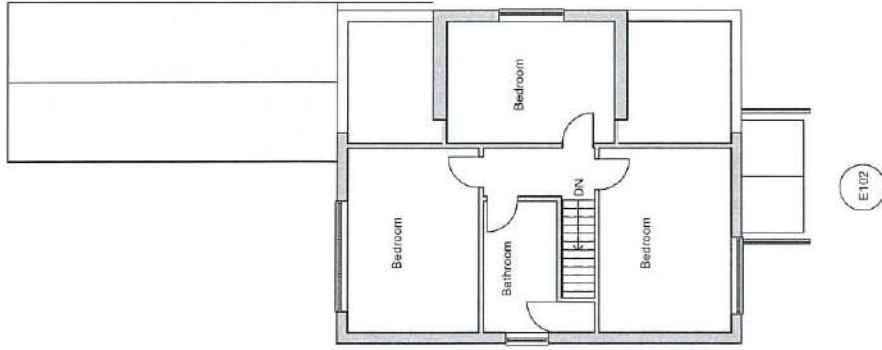
PROJECT NAME

Change of use

SHEET NAME	Existing Plans
DRAWN BY KO	CHECKED BY LO
SCALE (@A2) 1 : 100	DATE 20/07/25
DRAWING NUMBER E101	PROJECT NUMBER 2188
	REV



1 Existing Ground Floor Plan
1 : 100



2 Existing First Floor Plan
1 : 100





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cdm2015-domestic-clients.htm

No.	Description	Date

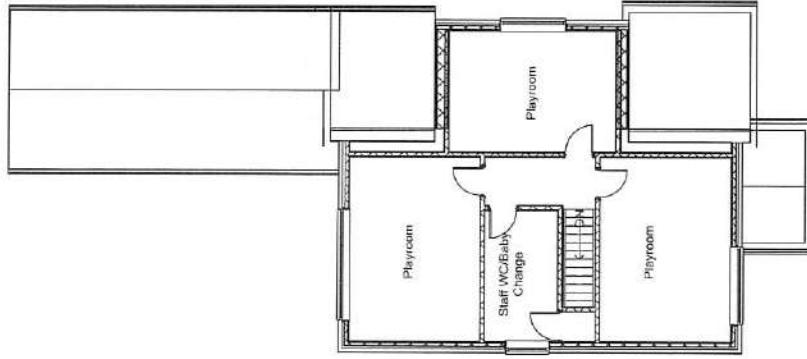
PROJECT ADDRESS

38 Whiphill Lane,
Armthorpe, Doncaster DN3
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PROJECT NAME

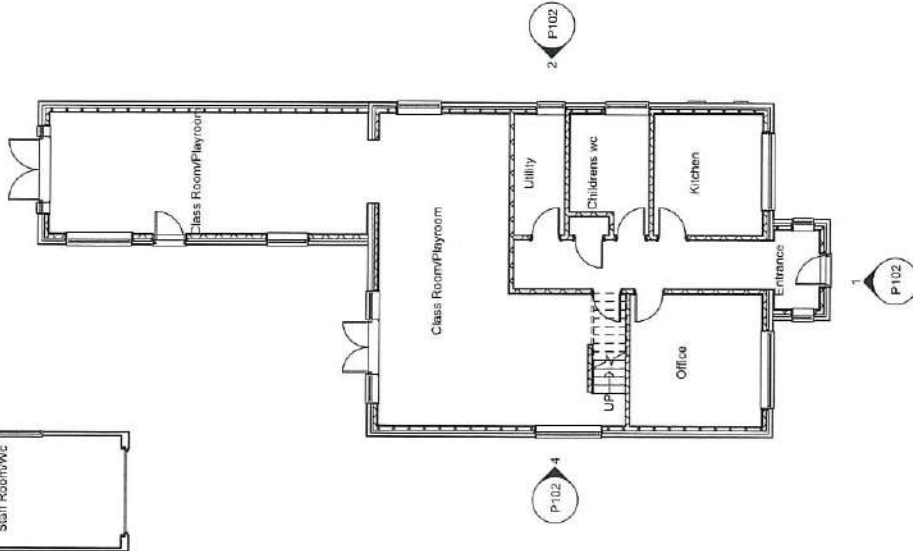
Change of use

SHEET NAME	Proposed Plans
DRAWN BY KD	CHECKED BY LO
SCALE (@A2) 1:100	DATE 20/03/25
DRAWING NUMBER P101	PROJECT NUMBER 2185
	REV



2 Proposed First Floor Plan

1 : 100



1 Proposed Ground Floor Plan

1 : 100



Noise Management Plan (NMP) — 38 Whiphill Lane, Armthorpe, Doncaster, DN3 3JP



Introduction

The submitted planning application seeks to 'change of use of 38 Whiphill Lane from Use Class C3 (Dwellinghouse) to Use Class E(f) (Day Nursery) and alterations to the car park layout'. The application seeks the use of 38 Whiphill Lane as a nursery for a maximum of 39 children and 8 staff.

This Noise Management Plan has been provided to offer reassurance that the nursery use and the outdoor spaces will be carefully managed, to ensure the amenity of adjoining residents is protected.

The content of this NMP has been compiled by the nursery manager, who is eager to ensure that the nursery creates and maintains a positive relationship with the local community.

Maximum Number of Children

The nursery will accommodate up to 39 children, when at full capacity. However, there would never be more than 8 children outside at the same time to ensure the garden does not become overcrowded, instead the children would be able to move freely indoors and out. The likelihood is that only half the number of children would be outside at any one time, which is important given the staff to children care ratio of 1 to 3 in babies, 1 to 5 in toddlers & 1 to 8 in pre-school.

Hours of Use

The Care Commission limit the outdoor time during the middle of the day to avoid sunburn when the UV rays are above 3, guidance is sought from the met office, which ultimately restricts the hours of use during summer months and other warm days. The typical hours of use would be 9.30am to 11.30 am and then again in the afternoon from 2.30pm to 5.30pm during weekdays only. It is important to note that the use of the outdoor area is dependent on the weather and the activities planned for that specific day. At times when the sun is at its hottest during the day, children attend the garden in small groups to gain fresh air but to complete less strenuous activities under the shade.

Minimum Staff: Child Ratio for the Outdoor Area

The minimum staff ratio for the under 2's is 1:3; 2-3 yrs is 1:5; 3-4 yrs is 1:8

Managing Noise

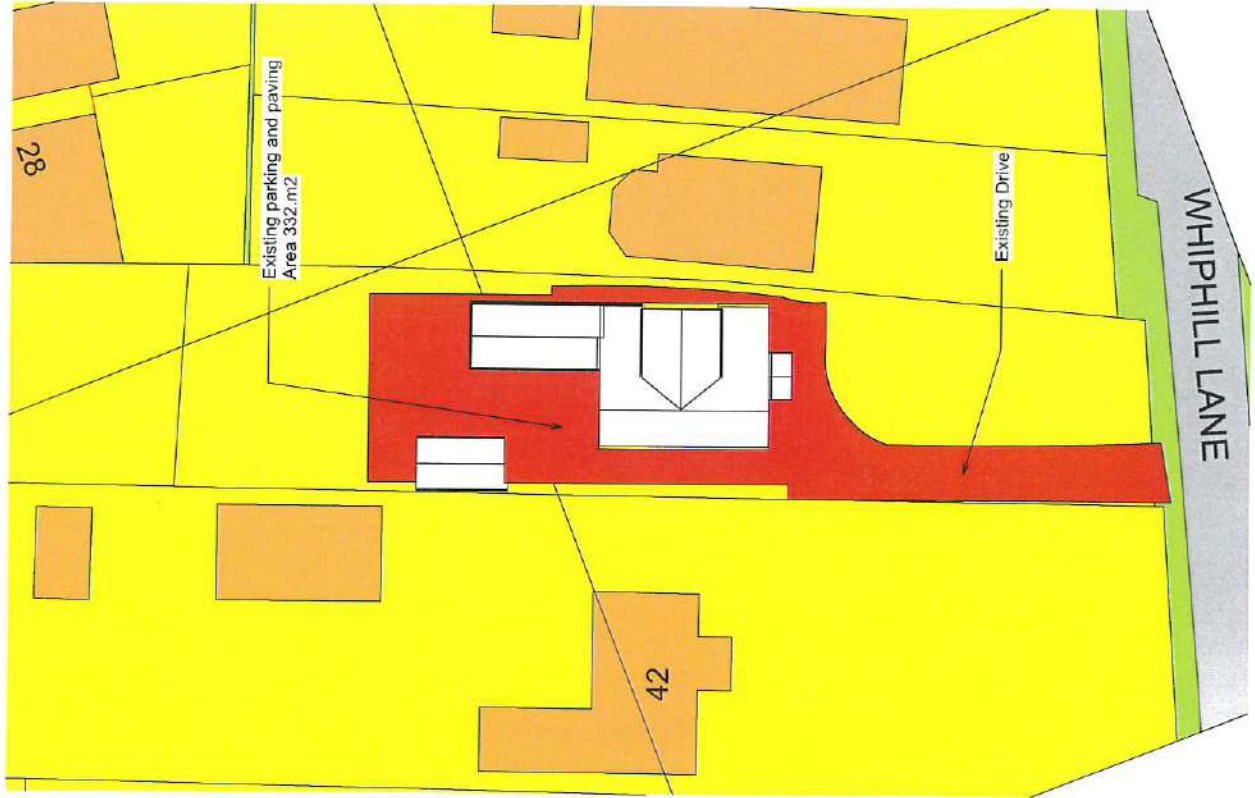
Children will have resources and be involved in free flow access to the garden which allows for experiences in both the indoors and outdoors environment. The activities are engaging, risk assessed and appropriate the number of children allowed to partake at any one time, which naturally manages noise, engagement and enjoyment. Staff will be mindful of the output of noise coming from activities or resources set up in the garden to ensure noise is kept to a minimum. Any child who is upset whilst outside would be brought indoors to a calm quiet area to settle and return to the garden after being supported if they so wish.

Details of noise complaints from residents and the nursery's response will be carefully logged on the nursery's online system for record and reference.

Staff Training

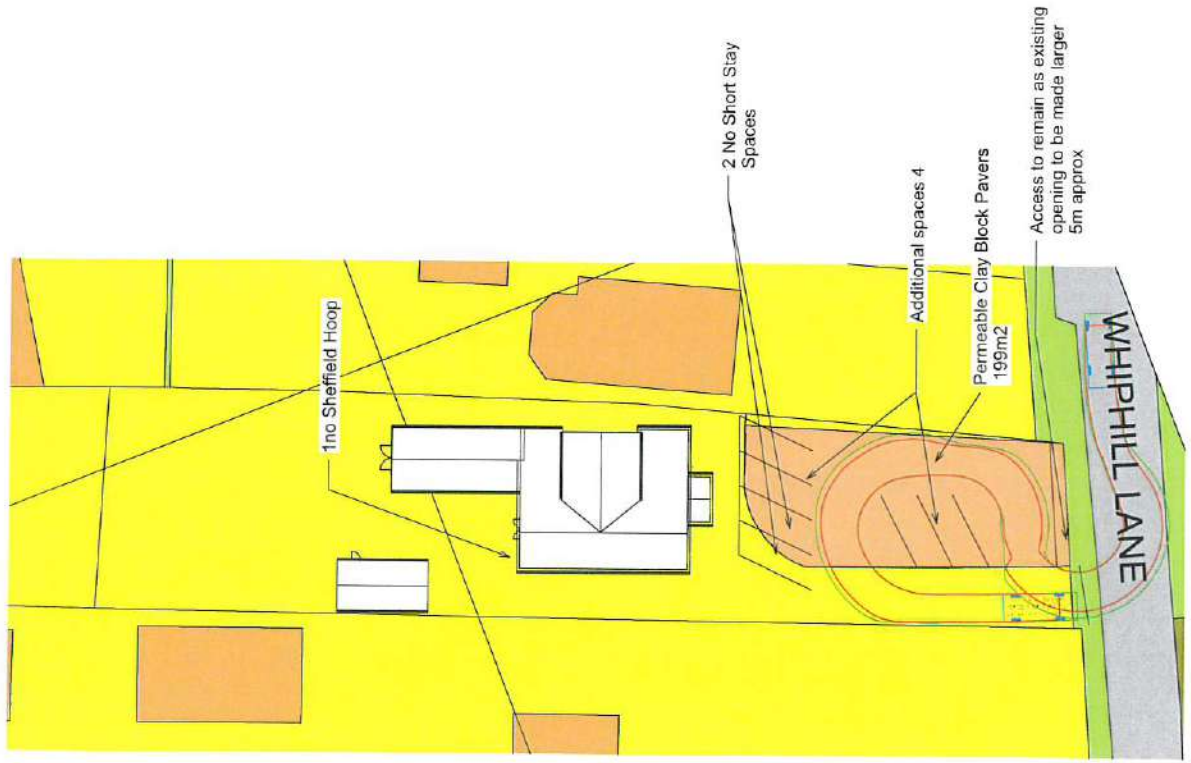
The staff team are qualified in their HNC or SVQ Level 3. Staff have good knowledge of the children and how to settle them when upset. Staff will be involved in a meeting where we will have a professional discussion on managing the noise in the garden and what activities/ resources are appropriate to take outdoors to keep noise to a minimum. The noise management plan will be shared with new staff members as part of their induction.

The nursery understands the importance of the NMP and is keen to work with Doncaster City Council to ensure the nursery operation does not impact the amenity of adjoining residents, whilst given the children in the local area the best possible start to life.



1 Existing Drive and Parking

1 : 250



2 Proposed Drive and Parking

1 : 250

28

42

Existing parking and paving
Area 332 m2

Existing Drive

WHIPPHILL LANE

1no Sheffield Hoop

2 No Short Stay
Spaces

Additional spaces 4

Permeable Clay Block Pavers
199m2

Access to remain as existing
opening to be made larger
5m approx

WHIPPHILL LANE



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cdm191315domestic-clients.htm

No.	Description	Date
1	Permeable Paving to be used	30/05/25
2	Sheffield Hoop and Short Stay	Date 2

PROJECT ADDRESS

38 Whiphill Lane,
Armthorpe, Doncaster DN3
3JP

PROJECT NAME

Change of use

SHEET NAME	Parking Arrangements
DRAWN BY KO	CHECKED BY LO
SCALE (GAS)	DATE 12/09/25
1 : 250	PROJECT NUMBER 2185
DRAWING NUMBER BL102	REV 2

ARMTHORPE ROVERS JUNIOR FOOTBALL CLUB

Secretary,
Mr John Hemingfield,



Chairman,
Paul Eanor



Supported by The Coalfields Regeneration Trust.

FAO....Stephanie Robinson,

Agreement: Armthorpe Rovers JFC & Stephanie Clarke Robinson.

Following a Committee meeting held on 31st August 2025 (minuted)....

Armthorpe Rovers JFC have an agreement in place with Stephanie Clark Robinson regarding the proposed childrens day nursery at 38 Whiphill Lane.

Should planning be granted the employees at Whiphill Lane nursery are welcome and able to use our car parking facility on Wickett Hern Road between 7.30am and 6.00pm. Monday to Friday.

John Hemingfield (Club Secretary) on behalf of Armthorpe rovers JFC.

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Summary

Reference	25/01971/FUL
Alternative Reference	PP-14375070
Application Received	Tue 07 Oct 2025
Application Validated	Tue 07 Oct 2025
Address	The Co-operative Food Hatfield Lane Armthorpe Doncaster DN3 3HB
Proposal	Change of use of ground floor of public house to two retail units including installation of new shop fronts, widening of site access and associated alterations, retention of first floor 3-bedroom residential flat and retention of existing detached retail unit (amended application site boundary). (Being variation of condition 4 of planning application 21/02394/FUL granted on 12/11/2021 to change the opening hours to 06:30.)
Status	Awaiting decision
Appeal Status	Not Available
Appeal Decision	Not Available

Further Information

Application Type	Full Application
Expected Decision Level	Not Available
Case Officer	Owain Herring
Parish	Armthorpe Parish Council
Ward	Armthorpe
District Reference	Not Available
Applicant Name	Mrs Harriette Smith - Central Coop

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Summary

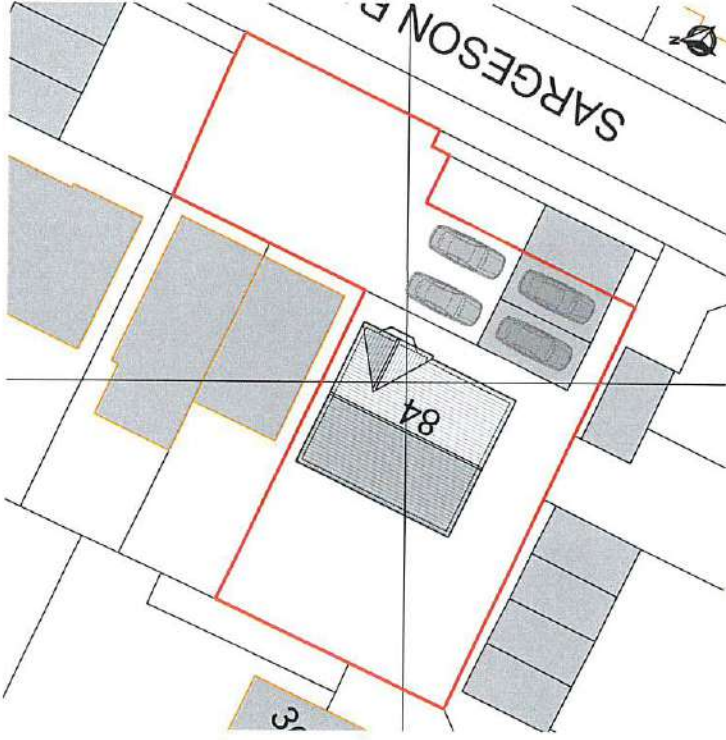
Reference	25/01934/FUL
Alternative Reference	PP-14373473
Application Received	Wed 01 Oct 2025
Application Validated	Mon 20 Oct 2025
Address	84 Sargeson Road Armthorpe Doncaster DN3 2FG
Proposal	Change of use from Class C3 residential to Class C2 Children's Care Home (3 children) (seeking variation of condition 3 of planning application 25/00817/COU granted on 04.07.2025 - to allow maximum of 4 staff members)
Status	Awaiting decision
Appeal Status	Not Available
Appeal Decision	Not Available

Further Information

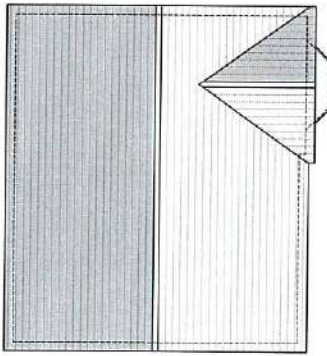
Application Type	Full Application
Expected Decision Level	Not Available
Case Officer	Nicola Howarth
Parish	Armthorpe Parish Council
Ward	Armthorpe
District Reference	Not Available
Applicant Name	Mr Younas
Agent Name	Mr Alasdair Tilson - Mckenzie Tilson
Agent Company Name	Mckenzie Tilson
Agent Address	Pewit Hall Farm Morton Derbyshire DE55 6LZ

Notes:

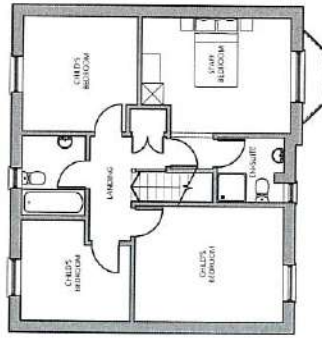
Contractor to satisfy themselves that all dimensions, materials and services positions and materials are determined and correct prior to construction. Existing sub structure to be checked and verified as suitable prior to any works being undertaken. Extension subject to build over agreement with utility provider. Extension subject to party wall agreement.



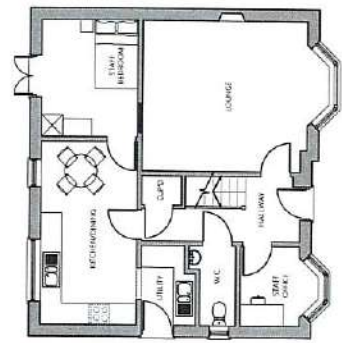
SITE PLAN 1:200



ROOF PLAN 1:100



FIRST FLOOR PLAN 1:100



GROUND FLOOR PLAN 1:100

Project	CHANGE OF USE
Address	84 SARGESON ROAD, ARMTHORPE, DONCASTER DN3 2FG
File	
Proposed Drawings	
Drawing Type	PLANNING
Drawing No.	2006.251.003
Date	FEBRUARY 2013
Scale	1:100 & A2
Page	B



MCKENZIE TILSON
ARCHITECTURE

PLANNING STATEMENT

Variation of condition 3 on planning permission 25/00817/COU

84, Sargeson Road, Armthorpe, Doncaster, DN3 2FG

The reason why we are seeking to alter the condition for an additional employee to be permitted to work at 84 Sargeson Road, is to account for the Registered Manager visiting the home Monday to Friday from the hours of 09.00-17.00. We envisage that only three employees will be at the home at one time, as we want to create a homely feel; however, there may be times when the children may require 1:1 support. If this was the case, then we would require planning for there to be four employees on site, one of whom is the Registered Manager. There is sufficient off street parking to accommodate 4 cars at any one time and the staff will be encouraged to utilise public transport or car sharing. There will only be 2 staff sleeping over therefore less cars overnight.

Taking into account the reasons above, we feel that variation of condition 3 should be approved.

Armthorpe Parish Council 2025-2026

Bank - Cash and Investment Reconciliation as at 30 September 2025

Confirmed Bank & Investment Balances

Bank Statement Balances

30/09/2025	Co-Operative Bank Plc Current	764,213.18
30/09/2025	Co-Operative Bank Credit Card	-419.02

763,794.16

Other Cash & Bank Balances

558.74

764,352.90

Unpresented Payments

0.05

764,352.85

Receipts not on Bank Statement

0.00

Closing Balance

764,352.85

All Cash & Bank Accounts

1	Co-Operative Bank Plc Current	764,213.18
2	Co-Operative Bank Credit Card	-419.07
	Other Cash & Bank Balances	558.74
	Total Cash & Bank Balances	764,352.85

Armthorpe Parish Council – Payment Schedule

11 November 2025

Method	Payee	Item	Amount
DD	EDF Energy	Electricity – Community Centre	£1.00
	Doncaster Council	Business Rates – Community Centre	£1,227.00
BACS		Grounds Maintenance Fees	£1,383.65
		Election Recharges	£250.21
	Vocon	Road Closure Design Fees	£126.00
	Stacy's Entertainment	Halloween Party Entertainment	£200.00
DD	HMRC	PAYE & NI Contributions	£4,144.40
	BT	Broadband Charges – Community Centre	£63.78
	Onecom	Telephone Charges – Community Centre	£161.63
	BT	Broadband Charges – The Acorn Hub	£36.23
	SYPA	Pension Contributions	£3,151.64
	Worldpay	Subscription	£1.20
		Commission	£73.87
BACS	M Dymniuk	Tea Dance Sessions – September	£300.00
DD	Quando Drinks Ltd	Bar Supplies	£394.40
	British Gas	Gas Supply – Community Centre	£227.62
	Tesco Mobile	Clerk Mobile Phone Charges	£31.99
BACS	R&S Security	Fire Alarm Servicing Fees	£302.40
	Flying Futures	Referee Services – Football Festivals	£200.00
	DSA Gardening	Grounds Maintenance Fees	£528.00
	Clean Safer	Window Cleaning Fees – Community Centre	£170.00
	EDF	Electricity – Community Centre	£27,834.57
DD	Sage	Payroll Subscription	£112.80
	Copy Print Scan	Photocopying Charges	£81.56
	Business Stream	Water Charges – Burial Ground	£88.95
		Water Charges – Community Centre	£89.97
	Doncaster Council	Waste Removal Fees – Community Centre	£585.26
		Waste Removal Fees – The Acorn Hub	£109.46
		Waste Removal Fees – Burial Ground	£292.63
	Waterplus	Surface Water Charges – Community Centre	£244.47
	Biffa	Recycling Charges – Community Centre	£69.10
	O2	S&R Mobile Phone Charges	£30.30
	The Co-operative Bank	Commission	£0.32
	C F Corporate	Photocopier Lease	£361.50

BACS	YLCA	Salary Evaluation Fees	£252.00
	DB Entertainment	Rodeo Bull Hire – Firework Event	£684.00
	A Bosmans	Interim Audit Fee	£260.00
	Wages	Wages	£17,434.14
	N Saji	Cleaning Deposit Refund	£100.00
	Empowering Minds Academy	Grant	£1,000.00
CC	Aldi	Milk	£4.80
		Bar Supplies	£6.54
	Amazon	TV Stand	£36.98
		Craft Tape	£22.58
	Aldi	Refreshments – Miners Memorial	£17.99
	Petals Florist	Wreaths – Miners Memorial	£90.00
	Post Office Ltd	Postage	£43.50
	Aldi	Tea Dance Supplies	£13.84
		Bar Supplies	£1.97
	Pro-Spin Sports Inc	Ping Pong Balls	£24.74
	B&M	Cleaning Supplies	£23.44
	We Can Source It Ltd	Line Cleaner	£31.14
	Amazon	Card	£16.94
		Cleaning Supplies	£7.82
	Gocableties Ltd	Cable Ties – Lamp Post Poppies	£10.61
	M&S	Flowers	£40.00
	Aldi	Milk	£2.40

Detailed Income & Expenditure by Budget Heading 30/09/2025

Month No: 6

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
100 General / Administration							
1076 Precept	318,708	318,708	0			100.0%	
1090 Grants Received	1,705	0	(1,705)			0.0%	
1095 S.108 Funds	0	108,430	108,430			0.0%	
1100 Investment Income	618,508	800,000	(18,508)			103.1%	500,000
1200 The Acorn Hub Rent	0	5,000	5,000			0.0%	
1340 Miscellaneous Income	141	0	(141)			0.0%	
4100 Stationery	(501)	(1,000)	499		499	50.1%	
4105 Postage	(181)	(200)	20		20	90.3%	
4107 Website and Email Costs	(272)	(500)	228		228	54.3%	
4110 Subscriptions	(8,801)	(8,000)	(801)		(801)	110.0%	
4114 Shredding	(62)	(200)	138		138	31.0%	
4115 Photocopying & Printing	(1,420)	(4,000)	2,580		2,580	35.5%	
4116 Commission	(11)	(100)	89		89	10.6%	
4120 Audit & Accountancy Fees	0	(3,000)	3,000		3,000	0.0%	
4122 Consultancy Fees	(202)	0	(202)		(202)	0.0%	
4125 Advertising	(20)	0	(20)		(20)	0.0%	
4130 Office Equipment	(161)	(1,000)	839		839	16.1%	
4135 Defibrillator Costs	0	(200)	200		200	0.0%	
4140 Chairman's Allowance	(33)	(100)	67		67	33.3%	
4150 Elections	0	(5,000)	5,000		5,000	0.0%	
4170 Grants to Voluntary Bodies	(1,000)	(10,000)	9,000		9,000	10.0%	
4180 The Acorn Hub	(6,526)	(12,000)	5,474		5,474	54.4%	
4185 Card Machine Fees	(406)	(1,500)	1,094		1,094	27.1%	
4340 Miscellaneous Expenditure	(277)	0	(277)		(277)	0.0%	
4640 Telephone & Broadband	(190)	(500)	310		310	38.0%	
200 Salaries & Wages							
4000 Administration Salaries	(28,272)	(70,550)	42,278		42,278	40.1%	
4005 Burials Salaries	(1,200)	(3,000)	1,800		1,800	40.0%	
4010 Parks Salaries	(1,969)	(3,818)	1,849		1,849	51.6%	
4015 Community Clean Up Salary	(4,723)	(9,524)	4,801		4,801	49.6%	
4020 Community Centre Salaries	(32,899)	(55,957)	23,058		23,058	58.8%	
4025 Bar Salaries	(9,097)	(22,332)	13,235		13,235	40.7%	
4030 Sports & Recreations Salaries	(16,999)	(36,996)	19,997		19,997	45.9%	
4035 The Acorn Hub Cleaner Salaries	(1,156)	(1,905)	749		749	60.7%	
4039 PAYE & NI Contributions	(6,336)	(22,089)	15,753		15,753	28.7%	
4040 Pension Contributions	(16,293)	(33,492)	17,199		17,199	48.6%	
300 Events							
1300 Christmas Market Income	420	1,000	580			42.0%	
1305 Table Top Sale Income	852	1,750	898			48.7%	

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
1310 Entertainment Income	93	0	(93)			0.0%	
1315 Tea Dance Income	4,050	8,000	3,950			50.6%	
1320 Fireworks Display Income	50	3,000	2,950			1.7%	
1340 Miscellaneous Income	1,539	0	(1,539)			0.0%	
4300 Christmas Market Costs	0	(1,000)	1,000		1,000	0.0%	
4305 Christmas Lighting / Tree	(17,202)	(45,000)	27,798		27,798	38.2%	
4306 Civic Carol Service	0	(100)	100		100	0.0%	
4307 Street Food Events	(2,000)	(2,000)	0		0	100.0%	
4308 Miners Memorial Event	(208)	(250)	42		42	83.2%	
4310 Events	(240)	0	(240)		(240)	0.0%	
4311 Children's Christmas Party	0	(500)	500		500	0.0%	
4312 Halloween Party	0	(500)	500		500	0.0%	
4313 Easter Party	(200)	(200)	0		0	100.0%	
4316 Remembrance Day	(189)	(1,700)	1,511		1,511	11.1%	
4318 Tea Dances	(1,415)	(4,000)	2,585		2,585	35.4%	
4319 Christmas Tea Event	(500)	(6,000)	5,500		5,500	8.3%	
4320 Fireworks Display Costs	(6,133)	(7,500)	1,367		1,367	81.8%	
4321 Coach Trip	(1,180)	(800)	(380)		(380)	147.5%	
4340 Miscellaneous Expenditure	(981)	0	(981)		(981)	0.0%	
<u>400 Allotments</u>							
1400 Rents	702	1,026	324			68.4%	
4400 Allotment Expenditure	(1,027)	(3,000)	1,973		1,973	34.2%	
<u>500 Burial</u>							
1340 Miscellaneous Income	600	0	(600)			0.0%	
1500 Burial Fees	11,066	15,000	3,934			73.8%	
4340 Miscellaneous Expenditure	(517)	0	(517)		(517)	0.0%	
4500 Burial Expenditure	(4,728)	(9,000)	4,272		4,272	52.5%	
<u>600 Community Centre</u>							
1340 Miscellaneous Income	1,418	0	(1,418)			0.0%	
1600 Lettings	46,348	70,000	23,652			66.2%	
1620 Bar Income	13,846	40,000	26,155			34.6%	
4340 Miscellaneous Expenditure	(748)	(1,000)	252		252	74.8%	
4600 Business Rates	(14,721)	(14,720)	(1)		(1)	100.0%	
4605 Rent	(1,300)	(1,300)	0		0	100.0%	
4610 Gas	(1,007)	(4,000)	2,993		2,993	25.2%	
4620 Electricity	(16,950)	(30,000)	13,050		13,050	58.5%	
4630 Water	(1,955)	(3,000)	1,045		1,045	65.2%	
4640 Telephone & Broadband	(917)	(2,000)	1,083		1,083	45.8%	
4850 Insurance	(3,150)	(3,150)	0		0	100.0%	
4654 Waste Removal Fees	(1,171)	(2,000)	829		829	58.5%	

Detailed Income & Expenditure by Budget Heading 30/09/2025

Month No: 6

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4655 Waste Recycling Fees	(337)	(3,000)	2,663		2,663	11.2%	
4660 Cleaning Materials	(2,090)	(3,500)	1,410		1,410	59.7%	
4665 Grounds Maintenance - CC	(1,308)	(1,056)	(252)		(252)	123.9%	
4670 Repairs & Renewals	(12,845)	(25,000)	12,155		12,155	51.4%	
4680 Equipment / Furniture	(1,438)	(2,500)	1,062		1,062	57.5%	
4885 Uniform	0	(250)	250		250	0.0%	
4690 Entertainment Costs	(184)	0	(184)		(184)	0.0%	
4730 Bar Supplies	(6,244)	(20,000)	13,756		13,756	31.2%	
4740 Bar - Miscellaneous	100	(1,500)	1,600		1,600	(6.7%)	
<u>700 Sports & Recreation</u>							
1700 Sports & Recreation Income	7,246	0	(7,246)			0.0%	
4640 Telephone & Broadband	(126)	(278)	152		152	45.4%	
4700 Sports & Recreations	(5,452)	(5,000)	(452)		(452)	109.0%	
4720 Parks Expenditure	(1,378)	(8,000)	6,622		6,622	17.2%	
4725 Public Benches	(13)	(2,000)	1,988		1,988	0.6%	
<u>800 Play Park</u>							
4750 Play Park	(217,685)	(600,000)	382,315		382,315	36.3%	533
<u>900 Community Clean Up Champion</u>							
4710 Community Clean Up Costs	(79)	0	(79)		(79)	0.0%	
Grand Totals:- Income	1,027,290	1,171,914	144,624			87.7%	
Expenditure	466,520	1,121,767	655,247	0	655,247	41.6%	
Net Income over Expenditure	560,770	50,147	(510,623)				
plus Transfer from EMR	533	0	(533)				
less Transfer to EMR	500,000	0	(500,000)				
Movement to/(from) Gen Reserve	61,303	50,147	(11,156)				

Dated

2025

(1) CITY OF DONCASTER COUNCIL

(2) ARMTHORPE PARISH COUNCIL

**AGREEMENT FOR THE FUNDING OF WORKS FOR THE DEVELOPMENT OF
COMMUNITY PLAY PARK, CREATION OF COMMUNITY USEABLE SPACE AND
CREATION OF NEW ON-SITE FOREST SCHOOL**

BETWEEN

- (1) **CITY OF DONCASTER COUNCIL**, of Civic Office, Waterdale, Doncaster, DN1 3BU ("Council"); and
- (2) **ARMTHORPE PARISH COUNCIL**, of Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe. DN3 3AG ("Parish Council")

each one a "Party" and together the "Parties".

BACKGROUND

- A. The Parties agreed to a development under a S106 Agreement relating dated 31 May 2006.
- B. Accordingly, the Parties have entered into this Agreement to record the terms upon which the Council will fund the Works, by way of grant payments towards the Eligible Costs incurred by Parish Council in connection with the Works.
- C. Parish Council wishes to carry out and complete the Works pursuant to this Agreement.

NOW THIS DEED WITNESSES as follows:

1 Definitions

In this Agreement, the definitions contained in schedule 1 shall have the meanings set out in that schedule (unless the context otherwise requires).

2 Interpretation

In this Agreement unless the contrary intention appears:

- 2.1 references to the Parties shall include their respective successors acting under statutory powers;
- 2.2 references to any statute byelaw regulation rule standard delegated legislation or order include references to that statute byelaw regulation rule standard delegated legislation or order as amended or re-enacted or as other statutes modify its application from time to time and any subordinate legislation byelaw regulation rule standard delegated legislation or order made or to be made thereunder;
- 2.3 references to clauses or schedules are references to clauses in or schedules to this Agreement and references to paragraphs are references to paragraphs in the schedule in which those references are made and references to this Agreement include the schedules to this Agreement;

- 2.4 references to the singular include the plural and vice versa;
- 2.5 references to persons include individuals companies firms partnerships joint ventures associations organisations or trusts (in each case whether or not having separate legal personality) and corporations sole and aggregate government agencies committees department authorities and other bodies incorporated or unincorporated;
- 2.6 references to the masculine gender include the feminine and the neuter genders and vice versa;
- 2.7 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
- 2.8 save where otherwise provided in this Agreement, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document.

3 Commencement and Duration

- 3.1 This Agreement shall be deemed to have taken effect on the Commencement Date and shall continue in full force and effect until the Parties have fulfilled their respective obligations under the Agreement.
- 3.2 The termination of this Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of any party hereto accrued prior to termination.

4 Council Funding

- 4.1 The Council shall make available to Parish Council the Grant towards the Eligible Costs of the Works in accordance with clause 8 of this Agreement.
- 4.2 The Council shall pay the Grant to Parish Council in accordance with clause 8 of this Agreement.
- 4.3 The Grant shall not exceed the Maximum Commitment in respect of Works.

5 Parish Council Co-operation with Council

- 5.1 Parish Council shall:
 - 5.1.1 permit Council at all reasonable times and upon such notice as is reasonable in all circumstances to conduct onsite visits whilst the Works are being carried out to inspect and review the Works and progress made;

- 5.1.2 ensure the attendance of the Project Manager upon reasonable notice for meetings with Council or its appointed representatives to discuss progress;
- 5.1.3 co-operate fully and provide all information and assistance as reasonably required by Council for the purpose of review and evaluation of the Works, the Grant and compliance with this Agreement, such reviews to be at Council's discretion and may take place at any time at reasonable notice to Parish Council.

6 Parish Council' Obligations

- 6.1 The Parish Council shall carry out and complete, or procure the carrying out and completion of, the Works in accordance with (a) the terms and conditions of this Agreement, and (b) in accordance with such timelines as maybe agreed between the Parish Council and the Council.
- 6.2 The Parish Council shall ensure that the procurement of all works, equipment, goods and services in connection with any Works or the Works is carried out with the objective of offering value for money.
- 6.3 The Parish Council shall be responsible for procuring and/or undertaking the design of each Works and the Works exercising the level of skill and care to be expected of a professionally qualified and competent design consultant experienced in carrying out similar duties and obligations for a project of the same size, scope, value, purpose and complexity of the Works.
- 6.4 The Parish Council shall manage each Works in a proper and professional manner and shall (if so required by the relevant laws) appoint suitably qualified and experienced persons to act as CDM Co-ordinator and Project Manager. Parish Council shall procure the carrying out of or carry out all site supervision of the Works.
- 6.5 The Parish Council shall carry out and complete or procure the carrying out and completion of the obligations set out at clause 6.3 and shall take such reasonable steps to ensure that any Appointment or Appointments include(s) such provisions which comply with.
- 6.6 The Parish Council shall enter into an Appointment or Appointments (if any) and shall comply with all its obligations under the Appointment and/or Appointments, and use all reasonable endeavours to enforce the terms of the Appointment or Appointments and secure the observance and performance by the other parties thereto.
- 6.7 The Parish Council shall enter into a Works Contract or Works Contracts and shall comply with all its obligations under the Works Contract and/or Works Contracts, and

use reasonable endeavours to enforce the terms of the Works Contract and/or Works Contracts and to secure the observance and performance by the other parties thereto.

6.8 The Project Manager or Project Managers shall be Council's main contact point for the purposes of this Agreement. The Parish Council shall be responsible to the Council for ensuring that each Project Manager manages the Works for which they are responsible and provides all monitoring information reasonably required by the Council.

6.9 The Parish Council shall notify the Council in writing of any changes to any Project Manager and shall ensure that any replacement person or persons is/are suitably qualified and experienced to manage the Works.

6.10 Save in case of urgency where the Parish Council is required to take action to protect its position, address a health and safety issue and/or mitigate costs the provisions of this e Contract shall not be materially varied or waived by the Parish Council nor shall the Parish Council discharge settle or compromise any action to secure the compliance with such provisions without the prior approval of the Council (not to be unreasonably withheld or delayed).

6.11 Save in the case of an Event of Insolvency by the Parish Council, the Parish Council shall not terminate or agree to the termination of all or part of this Agreement without the prior written approval of the Council (acting reasonably), and where the Council's approval is withheld it shall provide the Parish Council with reasons.

6.12 The Parish Council shall not assign and shall not agree to any assignment of this Agreement without the prior written approval of the Council, such approval not to be unreasonably delayed or withheld.

7 Necessary Consents

7.1 The Parish Council shall use reasonable endeavours to obtain the Necessary Consents (in so far as they remain to be obtained) as soon as practicable after the date hereof and shall promptly notify the Council of the outcome of each application in relation thereto and shall supply to the Council copies of any documents issued and until Completion shall keep the Necessary Consents valid and unrevoked.

7.2 The Parties agree that procurement of works by Statutory Undertakers shall be undertaken by the Parish Council to the extent necessary for the purpose of the Works.

8 Financial Arrangements

8.1 The Parish Council shall in respect of Works and deliver to the Council a report with a description of the progress of the Works when requested, a financial statement with

details of costs incurred to date and projected costs to completion and an up to date risk register for the Works and otherwise complying with the Reporting Requirements.

- 8.2 The Parish Council shall retain copies of invoices received by the Parish Council in respect of the Works and such further supporting documentation as the Council may reasonably require to verify the Eligible Costs incurred by the Parish Council in the applicable claim period as referred to in clause 8.3.
- 8.3 The Council upon receipt of the Payment Request pay to the Parish Council from the Grant such sums as are properly due to the Parish Council, being Eligible Costs incurred under the Works Contract and/or the Appointment for or in respect of delivery of the applicable Works or pursuant to this Agreement, provided that such sums have been detailed in the Payment Request and that payment of such sum shall only be made by the Council in so far as it does not exceed the Maximum Commitment.
- 8.4 The Parish Council shall use the payment advanced by Council under this clause 8 in satisfaction of the invoices to which the Payment Request relates.
- 8.5 The Parties acknowledge and agree that the VAT element of any invoice from the Parish Council or the Design Consultant or other Parish Council employed in respect of the Works shall be payable by the Parish Council.

9 Maximum Commitment

- 9.1 If at any time a party considers in its reasonable opinion that the Eligible Costs incurred or to be incurred in respect of any Works under clause 8 of this Agreement will exceed or is likely to exceed 90% of the relevant Maximum Commitment, it shall issue a notice to the other Parties under this Agreement.
- 9.2 Following receipt of such notice the Parties shall meet and agree whether the Eligible Costs will exceed the relevant Maximum Commitment.
- 9.3 In the event that it is agreed or determined that the Eligible costs invoiced or to be invoiced under clause 8 of this Agreement in respect of any Works will exceed the relevant Maximum Commitment, the Parties shall either:
 - 9.3.1 agree to vary the scope of the Works in order to bring the costs back within the limit of the relevant Maximum Commitment; and/or
 - 9.3.2 discuss and agree whether any of the Parties is willing to make additional funding available. For the avoidance of doubt, no Party shall be obliged to make available additional funds and each Party shall reserve its absolute discretion in this regard.

- 9.4 The Parties acknowledge and agree that Council may, after the discussions referred to in clause 9.3 and the evaluation of a completed change control form, make further sums available to the Parish Council in the event that additional monies for completion of any of the Works are required.
- 9.5 Following completion of the Works, if there is any underspend by the Parish Council in respect of the Works, the Council shall not be obliged to remit to the Parish Council any portion of the Grant that has not been utilised by the Parish Council.
- 9.6 In the event of a dispute in relation to this clause 9, a Party may refer the matter to the Parties' Nominated Representatives for resolution in accordance with clause 17.

10 Insurance

- 10.1 The Parish Council shall insure (or ensure that the Parish Council shall insure) the Works and any unfixed goods and materials delivered to the Site which are intended for incorporation into the Works with a reputable insurer, such insurance to:
- 10.1.1 provide for non-vitiation protection in respect of any claim made by the Parish Council, and which shall note within the policy schedule the interests of the Council (as applicable); and (where the policy of insurance is effected by Parish Council) contain a clause waiving the insurer's subrogation rights against the Parish Council, and/or the Council and their employees and agents; and
- 10.1.2 be on an all risks insurance basis to the full reinstatement value of the Works, and, for the avoidance of doubt, responsibility for notifying and/or progressing claims against the policy detailed above and the payment of any policy deductibles shall be the responsibility of the Parish Council.
- 10.2 The Parish Council shall maintain (or shall ensure that the Parish Council shall maintain) cover until Completion in respect of injury to persons or property with a minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event of £ 5 million.
- 10.3 In the event that the Works or any part thereof are destroyed or damaged, the Parish Council shall procure that the Parish Council continue to carry out the Works, unless it is agreed by the Parties acting reasonably that the loss or damage is so extensive or of such a nature as to make this impossible or inadvisable, and shall use all reasonable endeavours promptly to obtain the maximum payment of insurance money and shall be entitled to draw on such payment to enable it to comply with its obligations under this clause 10.
- 10.4 Any variations to the relevant policies shall be promptly notified to the Council.

- 10.5** If the Parish Council does not insure as required by this clause or fails to produce adequate evidence that such insurance is in force, the Council may itself effect such insurance cover as it may consider prudent and the Council shall be entitled to recover the cost of so doing from the Parish Council as a debt.

11 Indemnity

The Parish Council shall keep Council indemnified against all reasonable and properly incurred costs and expenses, damages and losses (except indirect losses), including any interest, fines, legal and other professional fees and expenses awarded against or incurred by the Council as a result of or in connection with any claim made against the Council by a third party for death, personal injury or damage to property, to the extent that the claim is attributable to the acts or omissions of the Parish Council, its employees, agents or subcontractors including the Parish Council and the Design Consultant (if any) in carrying out the works except to the extent that such claims, liabilities, damages, demands or expenses arise out of any negligence, act or the default or omission of the Council of its obligations under this Agreement.

12 Termination

12.1 If:

- 12.1.1** The Parish Council fails to carry out the Works in accordance with clause 6 and/or enter into the Works Contract and/or enter into the Appointment (if any);
- 12.1.2** fails to take such steps as may be reasonably required to secure the compliance of the Design Consultant (if any) and/or the Parish Council with the terms of this Agreement;
- 12.1.3** The Parish Council commits a material breach of this Agreement or commits a breach of this Agreement which materially affects the Council's ability to carry out its obligations under this Agreement;
- 12.1.4** otherwise than in accordance with the terms of this Agreement, the Parish Council varies or waives any of the provisions of the Works Contract or the Appointment or settles or compromises any action to secure compliance with the provisions of the Works Contract and/or the Appointment;
- 12.1.5** otherwise than in accordance with clause 12.4 of this Agreement or without the prior written approval of the Council (such approval not to be unreasonably withheld or delayed), the Parish Council terminates or agrees to terminate; or

- 12.1.6 without the prior written approval of the Council, the Parish Council assigns its obligations under this Agreement,

The Council shall be entitled to serve written notice on the other Parties requiring the Parish Council to take steps to rectify the failure within such reasonable period as the Council may specify. Should the Parish Council fail to rectify the failure, within such reasonable period as the Council may specify or where in the opinion of the Council, acting reasonably the failure is not capable of remedy, the Council shall be entitled to immediately terminate the Agreement by serving notice on the other Parties.

- 12.2 If the Council fails to pay such sums as are properly due under a Payment Request in accordance with Clause 8 by the date 14 days after the date on which the relevant Payment Request falls due then the Parish Council shall be entitled to serve written notice on the other Parties requiring Council to take steps to rectify the failure within 14 days. Should the Council fail to rectify the failure, within the 14-day period, the Parish Council shall be entitled to immediately terminate the Agreement by serving notice on the other Parties.
- 12.3 If the Council commits a material breach of this Agreement or commits a breach of this Agreement which materially affects the Parish Council' ability to carry out its obligations under this Agreement, then the Parish Council shall be entitled to serve written notice on the other Parties requiring the Council to take steps to rectify the failure within such reasonable period as the Parish Council may specify. Should the Council fail to rectify the failure within such reasonable period as the Parish Council may specify or where in the opinion of the Parish Council acting reasonably the failure is not capable of remedy, the Parish Council shall be entitled to immediately terminate the Agreement by serving notice on the other Parties.
- 12.4 Should an Event of Insolvency or a Force Majeure Event occur to either a Design Consultant and/or a Parish Council or the Parish Council, the Parish Council shall inform the Council as soon as practicable. If an Event of Insolvency or a Force Majeure Event occurs the Parish Council shall be permitted to terminate any Appointment and/or Works Contract affected by such Event of Insolvency or Force Majeure Event in whole or part in accordance with the terms and conditions of the Appointment or Works Contract (as applicable). Should the Parish Council decide to terminate any Appointment and/or Works Contract under this Clause 12.4, it shall inform the Council as soon as practicable.
- 12.5 Following termination of an Appointment and/or Works Contract under Clause 12.4 a meeting of the Council and the Parish Council shall be convened as soon as practicable to discuss and agree the arrangements for taking delivery of the Works or any part thereof forward.

- 12.6 Without limiting its other rights or remedies, a Party may terminate this Agreement without fault and with immediate effect by giving written notice to the other Parties if there is a change in applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties or other measures, judgments or decisions of any court or tribunal, codes of practice and guidance notes which prevents a Party from lawfully continuing with this Agreement or carrying out their obligations under this Agreement.

13 Consequences of termination

- 13.1 On termination of the Agreement or any part of it under clause 12.1 of this Agreement:
- 13.1.1 The Council shall be entitled to claim and the Parish Council shall reimburse the Council for any reasonable costs, expenses or losses properly incurred as a direct consequence of termination. The Council shall be entitled to deduct any such sums from the amount payable to the Parish Council under clauses 8 and 13.1.2;
 - 13.1.2 The Parish Council may issue further Payment Requests to the Council (provided always that such Payment Requests comply with clause 8) for any Eligible Costs properly incurred prior to the date of termination in respect of Eligible Costs incurred under the Works Contract and/or the Appointment or in respect of delivery of the Works. The Council shall make payment in respect of any such Payment Request received under this clause 13.1.2 in accordance with clause 8.5; and
 - 13.1.3 The Council shall have no liability in respect of any prior or subsequent termination by the Parish Council, the Design Consultant or the Parish Council unless such termination was caused by the Council's breach of, negligent performance of or failure to perform its/their obligations under this Agreement.
- 13.2 On termination of the Agreement or any part of it under clauses 12.2 or 12.3 of this Agreement:
- 13.2.1 the Parish Council shall be entitled to claim and the Council shall reimburse the Parish Council for any reasonable costs, expenses or losses properly incurred as a direct consequence of termination; and
- 13.3 The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of contract which existed at or before the date of termination.

14 Limitation of Liability

Save in respect of the Council's obligation to pay the Grant up to the Maximum Commitment, the Council shall have no liability to the Parish Council under this Agreement.

15 Data Protection

The Parties shall comply with all Data Protection Legislations.

16 Confidentiality and Freedom of Information

16.1 The Parties acknowledge that Confidential Information originating from a Party its employees or servants is the property of the Party from which the Confidential Information originates.

16.2 The Parties agree that:

16.2.1 any person employed or engaged by them will only use the Confidential Information for the purposes of this Agreement;

16.2.2 any person employed or engaged by them will not disclose any Confidential Information to a third party without the prior written consent of the party from whom the Confidential Information originates;

16.2.3 the Parties will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed other than as provided above; and

16.2.4 the Parties shall procure that any person employed or engaged by them and to whom Confidential Information is disclosed is bound by confidentiality provisions no less onerous than those contained in this Agreement.

16.3 Clause 16.2 shall not apply to any information that:

16.3.1 is disclosed to the Design Consultant or the Parish Council provided that the Works Contract and Appointment contain confidentiality provisions no less onerous than those contained in this Agreement and such Confidential Information is required by the Design Consultant or the Parish Council for completion of the Works or such disclosure is required in order to enable a Party to fulfil its obligations under this Agreement;

16.3.2 is disclosed to the Council or the Parish Council or any of their committees, sub-committees, or joint committees in the private part of committee

agendas or to any successor body to a Party or any committee, sub-committee, or joint committee of such successor body;

- 16.3.3 becomes public knowledge other than by breach of this Clause 16;
 - 16.3.4 is received from a third party who lawfully acquired it and is under no duty restricting its disclosure;
 - 16.3.5 is independently developed without access to the Confidential Information; and
 - 16.3.6 is subject to disclosure pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 16.4 No Party shall make or permit any announcement or publication to be made concerning this Agreement or its terms either in whole or in part or any comment or statement relating to this Agreement except with the prior written consent of the other Parties (not be unreasonably withheld or delayed) or if required by law.

17 Dispute Resolution

- 17.1 If a dispute arises in relation to any aspect of this Agreement, the Parties in dispute shall refer the dispute to their Nominated Representatives who shall consult in good faith in an attempt to come to an agreement in relation to the disputed matter.
- 17.2 In the event that the Nominated Representatives cannot agree within 20 Working Days (or such longer period as agreed between the Parties to the dispute), then the dispute shall be referred to the Relevant Directors.
- 17.3 In the event that the Relevant Directors cannot agree within 20 Working Days (or such longer period as agreed between the Parties to the dispute), then the dispute shall be referred to the CEO.
- 17.4 In the event that the Housing Grants, Construction and Regeneration Act 1996 applies to the dispute then, notwithstanding any other provision of this Agreement, any Party may refer a dispute to adjudication in accordance with the Agreement for Construction Contracts at any time. The adjudicator, in the absence of agreement between the Parties, will be appointed by the chairman for the time being of the Technology and Construction Solicitors Association. The decision of any adjudicator shall be binding on, and implemented by, the Parties pending final determination of the relevant dispute by the English courts.

18 Force Majeure

No Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three months, any of the Parties not affected may terminate this Agreement by giving 14 days' written notice to other Parties.

19 Communications

- 19.1 All communications made under this agreement shall be in writing (which shall for the purpose of this clause 19 include email but not facsimile transmissions) and delivered to the recipient at its address as stated in this Agreement (for postal communications) or the following email addresses:

Council: Section106@doncaster.gov.uk

Parish Council: clerk@armthorpeparishcouncil.co.uk

or such other address as the recipient may from time to time notify in writing to the sender.

- 19.2 A communication may be delivered by special or recorded delivery post and delivery shall be deemed to have been made on the second Working Day next following the day of posting. If the communication is sent by email, it shall be deemed to have been made at the time of sending

20 Relationship of Parties

This Agreement does not create nor shall it in any circumstances be taken as having created a partnership, agency or joint venture between the Parties in relation to the Works or any related matter.

21 Waiver

- 21.1 No failure or delay by any Party to exercise any right power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of the same or some other right power or remedy.
- 21.2 No Party shall assign or otherwise deal in any way with its interest under this Agreement, without the prior written consent of the other Parties.

22 Effect of this Agreement

- 22.1** This Agreement forms the entire agreement between the Parties relating to its subject matter.
- 22.2** No modification variation or waiver of any of the terms of this Agreement shall be effective unless made in writing and signed by the Parties to this Agreement.
- 22.3** No person who is not a Party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 22.4** If any provision in this Agreement is held to be illegal void invalid or unenforceable for any reason the legality validity and enforceability of the remainder of this Agreement shall not be affected.
- 22.5** This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together shall constitute the same document.
- 22.6** This Agreement and all disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 22.7** Save as provided in clause 17, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim which may arise out of or in connection with this Agreement (including non-contractual disputes or claims).

IN WITNESS of which the Parties have caused this Agreement to be executed and delivered as a Deed on the date first written above.

Executed as a Deed by affixing)
THE COMMON SEAL of)
The City of Doncaster Council)
in the presence of -)

Authorised by the Service Director
(Legal and Democratic Services)

Seal No.

Executed as a Deed by)
[])
in the presence of:)

Authorised Signatory:

Date

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings specified:

'Agreement Date' means the date first appearing in this Agreement;

'Appointment' means a deed of appointment (if any) entered into or to be entered into between the Parish Council and a Design Consultant to carry out and complete all Works and services required for completion of the Works including, but not limited to, all design and engineering works and the functions of CDM Co-ordinator and the term Appointments shall be construed accordingly;

'CDM Co-ordinator' means such person as is appointed by the Parish Council to perform the duties specified in Regulations 20 and 21 of the CDM Regulations;

'CDM Regulations' means The Construction (Design and Management) Regulations 2007 and any successor, or related regulations and statutes;

'Commencement Date' means the date on which the Parish Council takes actions to commence any portion of the Works;

'Completion' in relation to the Works where the Council approves and confirms that the Works are complete;

'Completion Date' means in relation to the Works and the date for Completion in this Agreement;

'Confidential Information' means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

'Consultant Fee' shall be the sum of the hourly rates of the relevant personnel multiplied by each member of staff of the Design Consultant engaged in connection with the Works and in accordance with the provision of the Appointment;

'Data Protection Legislations' means the Data Protection Act 2018, the Data Protection Directive (95/46/EC), Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 April 2016 (commonly known as the General Data Protection Regulation), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), and all other applicable laws and regulations relating to the processing of personal

data and privacy and any subordinate legislation relating to the processing of personal data and privacy from time to time together with any applicable guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

'Design Consultant' means a consultant (if any) appointed to carry out the works and services under any Appointment;

'Effective Date' means the date that the Council provides confirmation to Parish Council;

'Eligible Costs' means the costs properly and reasonably incurred in connection with the Works (including the cost of the Works payable under the Works Contract, the cost of utility diversions, the Consultant's fee together with any liability or claims under Section 1 of the Land Compensation Act 1973), in all circumstances excluding VAT provided that such costs shall not exceed the Maximum Commitment;

'Event of Insolvency' means/occurs where a person being a natural person, corporate or unincorporated body (whether or not having separate legal personality) including any legal and personal representatives, successors or permitted assigns:

- (a) stops or suspends payment of any of its debts, or is unable to (or admits inability to) pay its debts as they fall due; or
- (b) enters into any composition or arrangement with one or more of its creditors with a view to rescheduling any of its indebtedness; or
- (c) suffers any of the following events:
 - (i) a moratorium of any indebtedness, winding-up, dissolution, suspension of payments, administration, reorganisation (as a voluntary arrangement, scheme of arrangement or otherwise), petition for bankruptcy, composition, compromise, assignment or arrangement with any creditor; or
 - (ii) any liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer is appointed in respect of that person or any of its assets; or
 - (iii) any event occurs in relation to that person that is analogous to the events listed in this definition.

'Force Majeure Event' means any event beyond the reasonable control of a party to a contract including, without limitation, acts of God, war, protests, fire, flood, storm, tempest, epidemic, explosion, terrorism, national emergencies, or industrial disputes other than those affecting the workforce of the party to the contract which continues for a period of 21 days or more;

'Grant' means the monies, not exceeding the Maximum Commitment, which the Council shall make available to Parish Council towards the costs of the Works;

'Maximum Commitment' means in respect of the Works are in the sum of £108,430.00 being the maximum sum for which the Council shall be liable to make payment under clause 8 of this Agreement;

'Necessary Consents' means all permissions consents licences certificates authorizations and other approvals (including, but not limited to TROs) which may be required from any local or other authority or body or person or any fire officer for the construction of the Works;

'Nominated Representative' means

- (a) in relation to the Council, Michelle Beeney, or such other person as shall be notified to the other Parties in writing; and
- (b) in relation to the Parish Council, the Clerk of the Parish Council, or such other person as shall be notified to the other Parties in writing;

'Payment Request' means a request for payment issued in accordance with this Agreement and containing the information required by clause 8.2 of this Agreement;

'Project Manager' means a suitably qualified person who shall perform the obligations of the project manager under the Works Contract;

'Relevant Director' means

- (a) in relation to the Council, any such other person as shall be notified to the other Parties in writing;
- (b) in relation to the Parish Council, any such other person as shall be notified to the other Parties in writing;

'Reporting Requirements' means the reporting requirements as requested by the Council .

'Site' means the site as defined under the Works Contract;

'Statutory Undertakers' means those organisations with a statutory right or duty to undertake street works under the New Road and Streetworks Act 1991 or other legislation;

'TRO' means the Traffic Regulation Orders which are required as a result of the Project;

'VAT' means value added tax and includes any future tax of a like nature;

'Working Day' means a day falling on or between Monday and Friday upon which clearing banks in the City of London (being former members of the Committee of London and Scottish Clearing Banks) are open for normal business;

'Works' means all of the Works or any part thereof (according to the context) comprising the design services and construction works to be procured by the Parish Council as more particularly described in Schedule 2 hereto, or if varied pursuant to the terms of this Agreement;

'Works Contract' means a contract to be entered into by the Parish Council for the carrying out of any Works; and

Schedule 2

The Works

Name of Project: The Heart of the Village Project 2024

- **Project Budget: £500,000.00 (Parish council to fund the remainder of the project.)**
- **Location: Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3 3AG**
- **The aim of the project is to provide an innovative, colourful, inclusive modern park to suit the needs of children and young people, with the following features:**
 1. **Inspirational play equipment**
 2. **Accessible play equipment**
 3. **Zones for visitors to relax in**
 4. **A park that flows and encapsulates the whole parcel of land.**
 5. **A quiet area for reflection**
 6. **Wildlife pockets with native trees and a wildlife pond**
 7. **Sensory play equipment**
 8. **Pathways to enable visitors to access all areas of the site.**
 9. **Multipurpose track for walking and running.**

The Parish council will appoint a contractor from HAGS who will supply and install new play equipment for children of all ages along with safety surfacing. The design of the play park will include equipment for children of all ages and abilities. The planning process has been meticulously adhered to from the outset, ensuring a seamless collaboration between the Parish Council Clerk and the Council Planning Team. Comprehensive environmental surveys have been conducted and verified alongside thorough pre-planning checks, demonstrating a commitment to safeguarding ecological and community interests. In partnership with the renowned provider and contractor, HAGS, the design has been carefully crafted to align with all planning regulations, underscoring a proactive approach to compliance and quality assurance. The play equipment will be themed to inspire children to use their imagination, with the theme flowing through the entire site. The main attraction of the park will be a three-dimensional climbing piece of equipment up to 9 metres tall. The play equipment will include all elements of play, such as swinging, rocking, rotating, climbing, crawling, balancing, sliding, pretending/role playing, training, experimenting, and gathering.

The play park has been designed by HAGS has been designing, manufacturing, installing, and servicing commercial recreational equipment for over 75 years. As an integral part of the global leader PlayPower Inc, the business supplies playground equipment, sports and fitness facilities, and park and urban furniture around the world. The equipment has been designed and intended for younger children is grouped separately and together, not within or amongst the equipment intended for older children. The location of the section for younger children will be close to a seating area with shade for the use of parents and carers.

A fully inclusive playground promotes the social model of disability where barriers to play are designed out. Armthorpe Parish Council recognises the importance of building up self-esteem and confidence in children as well as encouraging independence.

Thorough and inclusive community consultation has been central to this project, actively engaging local schools, community groups, and residents. Prominent displays in the community centre were utilised to gather input, along with targeted efforts to involve young people through an accessible voting and feedback system. This structured approach ensured the diverse needs and preferences of the community were captured effectively. Additionally, plans are in place to engage directly with residents living closest to the development, keeping them informed about planned works and building trust and transparency throughout the process. This comprehensive consultation demonstrates a strong commitment to aligning the development with the community's aspirations and priorities.

The Parish Council have confirmed that they will take full responsibility for the maintenance and responsibility of the site, therefore removing any liabilities from Doncaster Council.



Item 9d (ii)

Summary of Quotes Received

Project: Preliminary Ecological Appraisal

Description: The report is required to record all habitats on site and outlines the measures required to provide protection to the habitats.

Date of Summary: 11th November 2025

Company	Description of Works	Cost
Gradwell Group	Provision of report	£1,350.00 plus VAT
Arbtech	Provision of report	£789.00 plus VAT (provided within 2-4 weeks)
		£1,139 plus VAT (provided within 2-5 days)

PEA

Bev Walton

deputyclerk@armthorpeparishcouncil.co.uk

01302 830543

Reference: 20250911-122539317

Quote created: September 11, 2025

Quote expires: October 11, 2025

Quote created by: Charlotte Emmerson

admin@gradwellgroup.co.uk

Comments from Charlotte Emmerson

Products & Services

Item & Description	Quantity	Unit Price	Total
PEA Report This quotation includes for the following items: The preliminary ecological appraisal (PEA) will record all habitats on site, and habitat with potential to support protected species will be identified. The report issued will outline all measures required to ensure there is no harm to protected species as part of the proposed works, and that the works are conducted in an ecologically minded manner. This may include further surveys for legally protected species, which can only be undertaken at certain times of year. The report will include mapping for habitats present, and species lists for each habitat type, and scope for potential leisure or tourism-based projects in this area. This cost includes mileage. A desk study will be requested from the local records center which will provide records for protected/notable species and designated sites within a 2km radius of the site. This will support the findings in the report and ensure all species recorded within the area are considered. The cost for this is an estimate and will be charged at cost.	1	£1,350.00	£1,350.00 +£270.00 VAT

One-time subtotal	£1,350.00
Tax (20%)	£270.00
Total	£1,620.00

Purchase terms

Payment Schedule

Name	Due	Amount
Payment 1	Upon booking	£810.00 (Due now)
Payment 2	Upon completion	£810.00

Questions? Contact me



Charlotte Emmerson
admin@gradwellgroup.co.uk

Gradwell Group Ltd
 Gradwell Group
 1 Rodbaston
 Tamworth, Staffordshire B77 4QG
 United Kingdom

Fees Table for Preliminary Ecological Appraisal

Key Information

Thank you for the opportunity to support your development ambitions. You are being quoted for a Preliminary Ecological Appraisal and report.

We have produced a Key Facts Document explaining exactly what this service is, how it serves your development ambitions and what downstream consequences may arise as a result of the work (if any). You can access that document here: <https://arbtech.co.uk/pea-key-facts/>

Why should you choose Arbtech?

Established in 2005, Arbtech are the UK's leading ecology consultancy by any objective measure. Far from being all things to all comers, we have a directly employed staff of over 100 people that exclusively serve clients that need **rapid** solutions to planning constraints relating to ecology and arboriculture.

Our people work from a combination of office and home, in almost every county in the UK, and over the last 19 years have forged great relationships with local planning authority officers, that we can **leverage** to your advantage. This hybrid working model gives you all the benefits of a local company that knows your patch like the back of their hand, with the reliability, brand recognition and reach of a premier, national firm.

Arbtech's USP is **speed**. Our Rapid, Next Working Day and Same Day upgrades enable even the most time-pressed clients to access our expertise when they need it most and avoid the costs, delays and hassle that comes with having your planning application refused or withdrawn.

Anything else I should know?

Last year, over **7,000** people just like you trusted Arbtech to support their planning applications. To date we have done more than 50,000 surveys around the UK, in the Crown Dependencies and in Europe.

We have over 1,000 independent reviews on Google, Trust Pilot UK, Reviews.io, and hundreds more on our own web site. Search in your internet browser for "**arbtech reviews**" and see for yourself.

We specialise in taking complete ownership of your tree, ecology and BNG related planning issues, so you can get planning permission fast. In fact, here's a cast iron guarantee: if you follow our recommendations to the letter, you **get planning, or your money back**.

Fees

Preliminary Ecological Appraisal ("PEA")		Fees/Disbursements
Biological Records Data (BRD) searches: ⇒ Commission a data search of existing protected sites and species records from your Local Records Centre within a 1-2km radius of your site. ⇒ If advised by Arbtech, disbursements for BRD are an indication based upon your local record centre's current guidance and may change depending on their formal quote.		If required: ⇒ We will confirm these costs to you separately once we have obtained an accurate estimate from your local records centre. ⇒ We will always seek your written authorisation before procuring biological records on your behalf. ⇒ Timescales for delivery of third-party data or services may vary. Draft reports will be issued (and updated) to meet deadlines if the data is not available in time.
Site Survey, Desk Study, Mapping and Report: ⇒ Study of relevant ecological receptor datasets to include the searches commissioned from your local records centre, and the DEFRA electronic database (MAGIC). ⇒ Walkover ecological assessment including protected species audit and habitat mapping. ⇒ Preparation of PEA report compliant to British Standard 42020:2017[updated] and the Chartered Institute of Ecology and Environmental Management guidelines.	Standard Survey within 2-4 weeks	£789+VAT
	Rapid Survey within 2-5 days	£1,139+VAT
	Next Working Day As 'Rapid' with report guaranteed by 5pm next working day	£1,499+VAT
	Same Day If instructed by 10am: survey and report guaranteed by 5pm same day	N/A
General notes: (1) Most report products undergo a thorough quality control review. (2) Reports for large and complex sites, or those relating to multiday-day surveys may take longer than usual to prepare and also take longer to undergo the quality control review. You will be advised by your consultant at the outset of our work if this is the case. (3) Next working day and same day report products are issued by 17:00 the next or same day. (4) Normally, reports instructed as standard and rapid are delivered a few working days after the date of survey. (5) Some report products are not possible to prepare within the next working day or same day timeframe and where appropriate this will be denoted 'N/A' in the place of our fee. (6) We have limited slots for all types of report product and offer clients our upgraded services on a first-come, first-served basis. (7) Occasionally, all available slots for our standard report products sell out and where appropriate this will be denoted 'Sold Out' with an estimated timeframe in lieu of the normal 2-4 week timeframe. (8) Draft reports are issued (to be updated) if third-party data is not available in time.		

Brand Proposal Armthorpe Parish Council

Concept 1

Traditional and Authoritative

Creating a crest divided into four sections allowing for motifs representing the area, learning, Roman origins, community and coal mining.



Armthorpe
Parish
Council

Colour

We've looked at some colour options to work with the branding.

One of the key drivers will be Web Accessibility, so the primary colour will need to provide sufficient contrast to pass the WCAG AA standards.



Examples

The following pages show the logo in context.



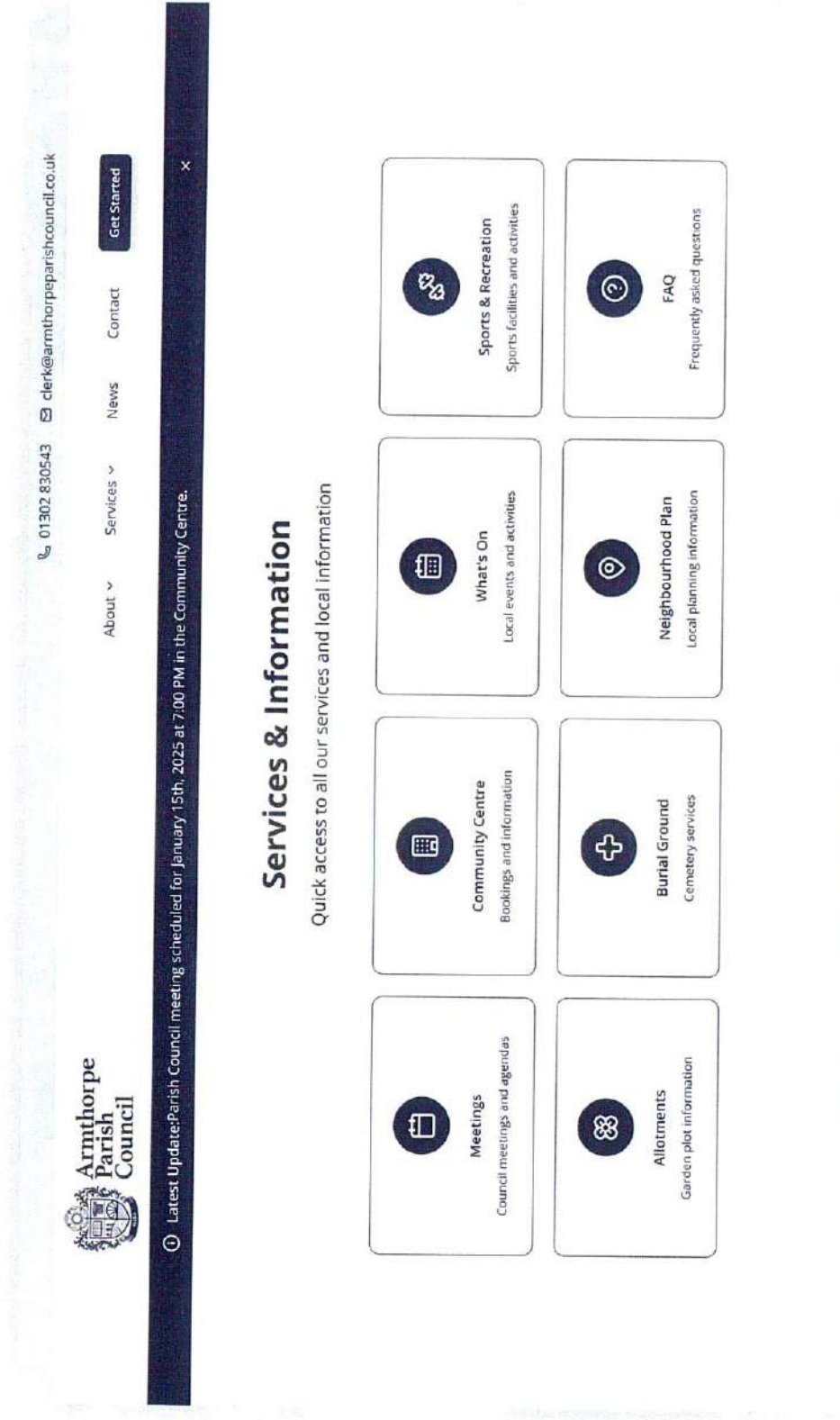
Armthorpe Community
Centre, Millers Park, Church
Street, Armthorpe, Doncaster
DN9 3AG

armthorpeparishcouncil.gov.uk



Web

This is a basic homepage design for review of the logo only.



Alternate Colour



Armthorpe Parish Council
Clergy: Matthew Stone - Clerk
01509 780 245

armthorpeparishcouncil.gov.uk



Armthorpe Parish Council

Home About Us Services & Information Contact Us

Services & Information

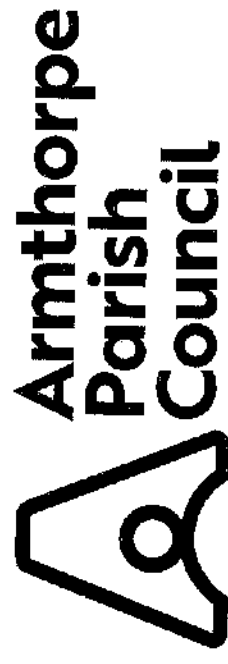
Quick access to all our services and local information

Planning	Community Centre	Waste & Cdn	Sports & Recreation	
Overseas passport applications	History and local heritage	Local events and activities	Local facilities and services	
Adoption	Build a house	Neighbourhood Plan	FAQ	
Local and national projects	Community projects	Local planning information	Frequently asked questions	



Concept 2 Clean and Modern

Using the A with a representation of a figure underlining that the Parish Council are about people.



Colour

We've looked at some colour options to work with the branding.

One of the key drivers will be Web Accessibility, so the primary colour will need to provide sufficient contrast to pass the WCAG AA standards.



Examples

The following pages show the logo in context.



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armthorpeparishcouncil.gov.uk



Armthorpe Community
Centre, Village Park, Church
Square, Armthorpe, Doncaster,
Doncaster, DN11 1JG

Examples

The following pages show the logo in context.



Web

This is a basic homepage design for review of the logo only.



Alternate Colour



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Services & Information

Quick access to all our services and local information

Utilities Council services and updates	Emergency Centre Working with a network	Waste & Litter Local services and updates	Sports & Recreation Local services and updates
Armthorpe Council services and updates	Local Services Council services and updates	Waste & Litter Local services and updates	FD Council services and updates



Sketches

This page represents some other ideas which were dismissed.



Starts to feel like a football club rather than a council



Has potential but perhaps too fussy

FW: Npower Energy update: is your business ready for this industry change?

From: Morris, Craig

Sent: Thu, 9 Oct, 2025 at 13:52

Good afternoon, all

Apologies for resending the email again if you have already responded but we are still awaiting responses from some of you, if you have responded please ignore this email.

As we enter the final third of the year many of your minds may now be turning towards the festive periods and the displays that you may wish to install. With that said I have had very little response from parish and town council to the changes communicated in November 2024 and January 2025. As a result of the changes, we are already experiencing some issues which we have been working through with some of you to resolve and as a result we need to check the following information with you all. Failure to respond and provide this information could mean that your festive displays may not be permitted in 2025.

Therefore, could I get the following information for each festive display sent to me ASAP for us to clarify with NPG permission for connection

Meter Point Administration Number (Must be Unmetered supply (UMS))

Appointed Energy Supplier

Appointed Meter Administrator – (Stark (Tym Huckin) or Data Power Associates.

Whilst we hold some of the information for some of the parishes / Towns we don't hold the nominated suppliers or Meter administrator for any of you so therefore we would appreciate it if everyone can supply this, and we can get our database updated.

Once supplied the MPAN numbers will be submitted to NPG for cross checking as the MPAN need to be associated with an unmetered supply. Some MPAN numbers we have been provided are for parish / Town Council buildings and this is incorrect and may cause an issue if this is not resolved prior to installation of festive displays.

Currently no festive display permits will be issued until we receive this information and NPG have confirmed that the MPANS are live and current for the displays. Please be advised this is not City of Doncaster Council refusing permission this is down to the changes which were communicated earlier in the year and NPG's audit of unregistered MPANS. Any refusal of connection will be down to a lack of action to the previous communications. If this isn't resolved and connections are permitted it will be illegal extraction of energy and as such could lead to prosecution for the parish / town councils or City of Doncaster Council.

Whilst we did communicate the information earlier this year, the issues that any lack of action is causing have been totally unexpected even to ourselves.

This email is a reminder and a plea to take action to ensure that you can proceed as you need to and to avoid disappointment. None of us want to be in the papers for cancelling Christmas

Many thanks

Craig

RE: Armthorpe Festive Lighting Submission Quote

From: Tym Huckin

To: clerk@armthorpeparishcouncil.co.uk

Good morning Sarah,

Thanks for your email.

Your previous non-half hourly unmetered supply has been migrated to a half hourly one as part of the industry changes, and for this you will need a Meter Administrator.

To briefly explain why... previously you will have received an EAC certificate from your UMSO where they have estimated, using published data, the annual consumption for your lighting. Once the migration has taken place, the UMSOs no longer do this, and instead, the Meter Administrator calculates the consumption used in every half hour period of every day, and sends this, in a roundabout way, to your supplier.

Our standard charge for these migrated MPANs is £250 per annum, and includes a monthly report telling you what we've calculated, as well as online access to the information at www.MeterAdministrator.com. Although this is a seasonal consumption, the Meter Administrator charge is an annual one as, strange as it may seem, out of season we still need to tell your supplier you're not consuming anything!

You will still send your inventory list to the UMSO at your distribution company, which I'm guessing is Northern Power Grid, but instead of them sending you the EAC certificate, they send us the inventory data so we can calculate from it. Due to an oversight by the overall system designers, you'll no longer have any means to check your bill, which is why we offer the report and website access so you can do this.

Could I ask you for the MPAN in question so we can advise on the next steps, assuming our quotation is acceptable?

Kind regards,

Dr Tym Huckin BSc(Hons) FIAP MBCS

Managing Director – Unmetered supplies | Tym Huckin Ltd – Part of the Stark Group



ARMTHORPE
PARISH COUNCIL

Traffic Committee

Terms of Reference

1. Purpose

The purpose of the Traffic Committee is to provide a collaborative forum for representatives of the Parish Council, City of Doncaster Council, South Yorkshire Police and local schools to discuss, review, and recommend actions to address traffic management and parking concerns outside local schools within the Parish area.

The Committee aims to promote safety, improve traffic flow, and enhance the wellbeing of pupils, parents, and residents.

2. Objectives

The Committee will:

- Identify and assess traffic and parking issues affecting schools within the Parish.
- Consider feedback from residents, parents, schools, and other stakeholders.
- Explore practical solutions to improve road safety and reduce congestion.
- Liaise with relevant authorities to implement agreed measures.
- Promote road safety education and awareness initiatives.
- Monitor the effectiveness of implemented actions and make further recommendations as needed.

3. Membership

The Committee will comprise:

- **Parish Council Representatives:** Councillors - Chris Brodhurst Brown, Tim Needham, Andy Barrington, Craig Parry, Colin Head
- **City of Doncaster Council Representative(s):** Mr. Lee Moses – Principal Civil Enforcement Officer (lee.moses@doncaster.gov.uk), Rebecca Tuffrey – Thrive Locality Manager (Rebecca.tuffrey@doncaster.gov.uk), Salma Rashid – Locality Co-ordinator (salma.rashid@doncaster.gov.uk)
- **South Yorkshire Police Representative(s):** Simon Lovell – Sergeant for East of Doncaster (simon.lovell@southyorkshire.police.uk)
- **School Representatives:** Head Teachers/Principals of Tranmoor Primary School, Shaw Wood Academy, Southfield Primary School, Our Lady of Sorrows Catholic Primary School, Armthorpe Academy - May be invited to attend specific meetings where relevant.

Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3

3AG

Tel: 01302 830543

4. Chairing and Administration

- The Committee will be chaired by a Parish Councillor, appointed by the Parish Council.
- Administrative support, including agenda preparation and minute-taking, will be provided by the Parish Council Clerk (or nominee).
- Meeting agendas and supporting papers will be circulated at least three working days prior to each meeting.

5. Meetings

- The Committee will meet quarterly (or more frequently as required).
- Additional meetings may be convened at the request of the Chair or any member organisation.
- A quorum shall consist of at least one representative from each of the three core organisations: the Parish Council, City of Doncaster Council, and South Yorkshire Police.

6. Reporting and Accountability

- The Committee will report to the Parish Council through written minutes and action summaries.
- Recommendations requiring formal decisions, funding, or enforcement will be referred to the relevant authority (e.g. Parish Council, City of Doncaster Council or South Yorkshire Police).
- Outcomes and updates will be shared with schools and the community through Parish Council communications.

7. Scope and Limitations

The Committee is advisory in nature and does not have executive powers.
It may:

- Recommend actions or priorities to the relevant authorities.
- Support and promote local initiatives (e.g. school travel plans, parking awareness campaigns).

It may not:

- Implement highway alterations or enforce parking restrictions directly.

8. Review

These Terms of Reference will be reviewed annually at the Annual Parish Council Meeting in May to ensure they remain relevant and effective.

Approved by: Armthorpe Parish Council

Date of Approval: 11th November 2025

Next Review Date: May 2026

Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3
3AG

Tel: 01302 830543

FREEDOM OF INFORMATION POLICY

1. Introduction

Armthorpe Parish Council (hereafter referred to as 'the Parish Council') is committed to the Freedom of Information Act 2000 (FOI), to the principles of accountability and to the general right of access to information held by the Parish Council, subject to the exemptions contained within the relevant legislation.

The FOI Act was introduced to promote greater openness and accountability across the public sector.

The Information Commissioner's Office (ICO) is responsible for regulating and enforcing the Act. The ICO is an independent authority which has legal powers to ensure Parish Councils comply with the Act.

This policy outlines the Parish Council's responsibilities to the Act and provides a framework for managing requests.

2. Background

The FOIA provides the public with a statutory right of access to recorded information held by the Parish Council, subject to certain exemptions, within 20 working days. The Act is fully retrospective and applies to all information that falls within the scope of the Act. Section 19 of the Act also obliges the Parish Council to make information proactively available in the form of an approved 'publication scheme'.

In addition, individuals currently have a statutory right of access to their own personal data under the Data Protection Act. Individuals' access rights to personal data are extended by the FOIA through amendments to the access provisions of the Data Protection Act.

The Environmental Information Regulation (EIR) provides a statutory right of access to 'environmental information,' as defined in these regulations. The EIR are also fully retrospective.

The Information Commissioner enforces these three information regimes.

Each regime contains certain categories of exempt information, where information can be withheld. Any decision to withhold information under an exemption can be referred to by the applicant to the Information Commissioner, who can overturn any decision to withhold information. For the purposes of this policy, the 'public' is defined as any individual or organisation anywhere in the world and an 'information request' refers to any request for recorded information made under the FOIA, EIR or DPA.

3. Scope

This policy applies to all recorded information collected by the Parish Council that relates to the business of the Parish Council. This includes:

- Information created and held by the Parish Council
- Information created by the Parish Council and held by another organisation on the Parish Council's behalf.
- Information provided by the Parish Council provided by third parties, where this relates to a function or business of the Parish Council (such as contractual information) and;

- Information held by the Parish Council relating to the functions or business of the Parish Council.

This policy informs recipients of Parish Council services, members of the public and external parties to the processes the Parish Council has established for complying with the FOIA. This policy operationally applies to all employees of the Parish Council, contractors, agents, and temporary staff working for or on behalf of the Parish Council.

This policy does not cover personal written communications (such as personal e-mails sent by staff). The Parish Council's Data Protection Policy establishes the standards regarding the use of 'personal data' (as defined in the DPA and General Data Protection Regulation). These requests are exempt from the FOI under section 40 and shall be processed in accordance with the Data Protection Act 2018 (DPA).

4. Roles and Responsibilities

Overall responsibility for ensuring that the Parish Council meets the statutory requirements of the FOIA, EIR and DPA lies with the Clerk and Responsible Officer and the Committee Members who have overall responsibility for information management issues. They have delegated the day-to-day responsibility of implementation to the Clerk and Responsible Officer.

The Clerk and Responsible Officer and the Committee Members are required to ensure that the Parish Council have in place adequate guidance on FOI and effective measures to comply with this policy.

All employees are responsible for ensuring that any request for information they receive is dealt with in line with the requirements of the FOIA and in compliance with this policy and the prevailing procedures. All staff must recognise that all recorded information may be provided to the public, and that the law requires that there will be full and unconditional disclosure to every case unless an exemption applies.

The Parish Councils Clerk and Responsible Officer has responsibility for ensuring compliance with the FOIA, EIR and DPA. All requests for information should be sent to clerk@amthorpeparishcouncil.gov.uk

Third parties who are users of information supplied by the Parish Council will be required to confirm that they will abide by the requirements of the FOIA and indemnify the Parish Council against any prosecutions, claims, proceedings, actions or payment of compensation or damages, without limitation.

The Parish Council will ensure that:

- Everyone managing and handling information understands that they are responsible for following good information management practice;
- Staff who manage information are appropriately supervised and trained;
- Methods of handling information are regularly assessed and evaluated;
- Any disclosure of data will be in compliance with approved procedures;
- All necessary steps will be taken to ensure that data is always kept secure against unauthorised or unlawful loss or disclosure;
- All contractors who are users of information supplied by the Parish Council will be required to confirm that they will comply with the requirements of the Act with regard to information supplied by the Parish Council; and
- The Parish Council will abide by any Code of Practice on the discharge of the functions of public authorities with is issued by the Ministry of Justice. In addition, the Parish Council will take account of any guidance which is issued by the Information Commissioner to promote good practice.

5. Principles

The following principles shall apply:

- The Act covers any recorded information held by the Parish Council. Recorded information includes printed documents, computer files, letters, emails, photographs, and sound or video recordings.
- People shall have a right to know about the activities of the Parish Council, unless there is a good reason for them not to.
- An applicant (requester) shall not be required to provide a reason for requesting information. The Parish Council shall, however, justify refusing a request.
- The Parish Council shall treat all requests for information equally, except under some circumstances relating to vexatious requests and personal data.

6. Requesting information under the Freedom of Information Act

Any written request for information shall be regarded as a request for recorded information under the FOI Act unless:

- It forms a request for personal data relating to the individual requesting the information. This shall be dealt with under the General Data Protection Regulation (GDPR) and consequently shall be processed in line with the Parish Councils Subject Access Request Policy.
- If an individual is asking for 'environmental information,' the request shall be considered under the Environmental Information Regulation 2004.
- A freedom of information request shall only be accepted if made in writing, (online forms, letters, emails, faxes, and social media).
- Requests for information shall be met within 20 working days of receipt. If more information is needed the 20 days will not start until this information has been received.
- A request for information shall not be refused because the recorded information is out of date, incomplete or inaccurate.
- The Parish Council shall not make any changes or deletions to records as a result of a request.

Requests should be made to the Parish Councils Clerk and Responsible Officer who can be contacted by email: clerk@armthorpeparishcouncil.gov.uk

7. Refusing a request

The Freedom of Information Act contains 23 exemptions whereby information can be withheld. There are two categories; absolute and non-absolute. The Parish Council will only withhold information if it falls within the scope of one or more of these exemptions.

Where an absolute exemption applies, the Parish Council can automatically withhold the information. However, where the exemption is non-absolute the information can only be withheld where the Parish Council decides that the public interest is best served by withholding the information. Certain exemptions also contain a "prejudice test," which means that the exemption can only be claimed if disclosing the information would prejudice the interest protected by the exemption.

The Parish Council will only withhold information covered by the exemption. Complete files or documents will not be withheld just because part of the information is covered by an exemption.

The Parish Council will only apply an exemption where it has reason to believe that prejudice might occur to the interest protected by the exemption. In addition, wherever a "public interest" exemption is being considered, the Parish Council will only withhold that information which it can demonstrate that the public interest will be best served by withholding. When considering withholding information under a non-absolute exemption the Parish Council will consider whether the release of

the information would:

- Promote further understanding of current issues of public debate.
- Promote the accountability of decisions taken by the Parish Council and the spending and allocation of public money.
- Bring to light matters of public safety.
- Allows the public to understand and challenge decisions made by the Parish Council
- Be otherwise in the public interest.

Where information is withheld under an exemption in most cases the reason behind the decision will be made clear to the applicant, citing the exemption under which the information is being withheld. The applicant will also be given details of the right to challenge the decision through the Parish Council's committee and the right of appeal to the Information Commissioner's Office.

The Parish Council will also refuse to supply information under the FOIA, where the request is considered "vexatious" or "repeated" and under the EIR, where the request is considered 'manifestly unreasonable.'

8. Third party information

The release of third-party information will be considered carefully to prevent actions for breach of confidence or, in the case of living individuals, breaches of the DPA and/or GDPR. Both the EIR and FOIA permit information to be withheld when its release would breach the provisions of the DPA and/or GDPR.

When the requested information relates to a living individual's personal data as defined in the DPA/GDPR, its disclosure could breach. Therefore, the release of third-party personal information relating to living individuals will be considered in accordance with the data protection principles and the "third party" provisions of the DPA/GDPR.

The Parish Council will endeavour to inform individuals and organisations submitting information that the information might be released following an information request and, where appropriate, will provide the supplier of the information with the opportunity to request confidentiality or supply reasons as to why the information should be treated confidentially.

9. Information held within contracts with the parish council.

Any contractual information, or information obtained from organisations during the tendering process, held by the Parish Council are subject to the provisions of FOIA and EIR. Whenever the Parish Council enters into contracts, it will seek to exclude contractual terms forbidding the disclosure of information beyond the restrictions contained in the legislation. A standard form of wording will be included in contracts to cover the impact of FOIA and EIR in relation to the provision of information held in contracts.

The Parish Council can withhold contractual information where its disclosure under either the FOIA or EIR could be treated as actionable breach of confidence. Where the Parish Council intends to include non-disclosure provisions in a contract, it will agree with the contractor a schedule of the contract that clearly states which information should not be disclosed.

The Parish Council will only agree to enter into confidentiality clauses where the information is confidential in nature and that it is confident that the decision to restrict access to the information could be justified to the Information Commissioner.

Where information is not covered by the exemption relating to information accepted in confidence, a further exemption specifically under FOIA may be relevant, relating to commercial interests. This exemption is subject to a "public interest" test. Whenever the Parish Council has to consider the release of such information, it will contact the relevant organisation to obtain its opinions on the release of the information and any exemptions they may think relevant. However, the Parish Council will

make the final decision relating to the disclosure of the information.

The Parish Council can also withhold information contained in contracts where any of the other exemptions listed in the FOIA or EIR are appropriate. All future contracts should contain a clause obliging contractors to co-operate fully and in a timely manner where assistance is requested in responding to an FOIA or EIR request.

10. How Information will be published

The Parish Council's information will be published on the Parish Council's website via a publication scheme. It is the responsibility of the Clerk and Responsible Officer and the committee members to ensure that the information covered by this scheme is routinely available.

In exceptional circumstances some information may be available only by viewing in person. An appointment to view the information will be arranged within a reasonable timescale.

The Parish Council shall make a disclosure log available on the Parish Council website that sets out responses to previous FOI requests.

11. Charges

The Parish Council will make no initial charges for making an FOI request.

In some cases where a request is manifestly unfounded the Parish Council shall charge an appropriate fee for complying with the request. The fee will be to cover administrative costs of the staff.

If a charge is to be made, confirmation of the payment due will be given before the information is provided. Payment may be requested prior to provision of the information.

12. Request for a review

The Parish Council shall carry out a review of a request whenever the requestor expresses dissatisfaction with the outcome. This request should be made within 20 working days of receipt to the Parish Council's response and the requester should set out what they are not satisfied with.

The Parish Council shall conduct a review within 20 working days.

If the requester is not happy with the outcome of the review, they have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office Wycliffe House
Water Lane Wilmslow
Cheshire SK95AF

Tel: 0303 123 1113

www.ico.org.uk

13. Policy review

The Clerk and Responsible Officer is responsible for monitoring and reviewing this policy. In addition, changes to legislation, national guidance, codes of practice or commissioner advice may trigger interim reviews.

14. Links with other Policies

This Freedom of Information Policy links with the Parish Council's:

- Data Protection Policy
- Subject Access Policy
- CCTV policy
- Information Sharing Policy
- Information Security Policy

If printed, copied or otherwise transferred from this website this document must be an uncontrolled copy.

Policy amendments may occur at any time, and you should consult the Policies page on the website for the latest update.

Dated: 16th October 2025

Approved:

Review Due: November 2027

Information available from Armthorpe Parish Council under the Model Publication Scheme

The Publication Scheme

In line with section 20 of the Freedom of Information Act 2000, the Information Commissioner has now developed and approved a new model publication scheme.

The scheme commits a Parish Council to:

- Proactively publish or otherwise make available as a matter of routine information, including environmental information, held by the Council and falls within the classes outlined below.
- Specify the information which is held by the Council and falls within the classes below.
- Proactively publish or otherwise make available as a matter of routine information in line with the statements contained within the scheme.
- Produce and publish the methods by which the specific information is made routinely available so that it can be easily identified and accessed by members of the public.
- Review and update on a regular basis the information the Council makes available under the scheme.
- Produce a schedule of any fees charged for access to information which is made proactively available.
- Make the publication scheme available to the public.

The information classes will not include:

- Information the disclosure of which is prevented by law or exempt under the Freedom of Information Act
- Information in draft form
- Information is no longer readily available as it is contained in files which are in archive storage or is difficult to access for similar reasons.

Method by which information published under the scheme will be made available:

- The information is included on the Parish Council's website.
- Information can also be obtained from the Clerk to the Council by e-mailing: clerk@armthorpeparishcouncil.gov.uk or by telephoning 01302 830543. If necessary an appointment to view documentation will be made within a reasonable time scope following the request.

- The Council will adhere to requirements under disability and discrimination legislation and any other legislation to provide information in other forms and formats.

Charges which may be made for information published under the scheme:

- Material on the website is free of charge.
- Charges for routinely published material will be kept to a minimum.
- Charges may be made for actual disbursement incurred, e.g., photocopying, postage/packing plus the cost directly incurred because of viewing information.
- Charges may also be made for information provided under the scheme where they are legally authorised.
- Where a charge is made this will be confirmed to an applicant in advance* The Parish Council may also request payment prior to providing the information if it so wishes.
- *For the time being the cost will be ten pence per sheet plus any postage charges

Information to be published	How the information can be obtained	Cost
Class 1 - Who we are and what we do. (Organisational information, structures, locations, and contacts) This will be current information only. N.B. Councils should already be publishing as much information as possible about how they can be contacted.		
Who is who on the Council and its Committees	Hard copy and website	
Contact details for Parish Clerk and Council members (named contacts where possible with telephone number and email address)	Hard copy and website	
Location of main Council office and accessibility details	Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3 3AG Open: Monday to Thursday 9am to 3pm and Fridays 9am to 1pm	
Staffing structure	Website	

Class 2 – What we spend and how we spend it. (Financial information relating to projected and actual income and expenditure, procurement, contracts, and financial audit)		
Current and previous financial year as a minimum		
Annual return form and report by auditor	Hard copy and website	
Finalised budget	Hard copy and website	
Precept	Hard copy and website	
Financial Standing Orders and Regulations	Hard copy and website	
Borrowing Approval letter	Hard copy and website	
Grants given and received	Hard copy and website	
List of current contracts awarded and value of contract	Hard copy and website	
Members' allowances and expenses	Hard copy and website	
Class 3 – What our priorities are and how we are doing. (Strategies and plans, performance indicators, audits, inspections, and reviews)		
Annual Report to Parish Meeting (current and previous year as a minimum)	Hard copy and website	
Quality status	N/A	
Local charters drawn up in accordance with DCLG guidelines	Hard copy and website	

Class 4 – How we make decisions.

(Decision making processes and records of decisions)

Current and previous council year as a minimum		
Timetable of meetings (Council, any committee/sub-committee meetings, and parish meetings)	Hard copy and website	
Agendas of meetings (as above)	Hard copy and website	
Minutes of meetings (as above) – nb this will exclude information that is properly regarded as private to the meeting.	Hard copy and website	
Reports presented to council meetings - no this will exclude information that is properly regarded as private to the meeting.	Hard copy and website	
Responses to consultation papers	Hard copy and website	
Responses to planning applications	Hard copy and website	

Class 5 – Our policies and procedures

(Currently written protocols, policies, and procedures for delivering our services and responsibilities)

Current information only		
Policies and procedures for the conduct of council business:	Hard copy and website	
Procedural standing orders		
Committee and sub-committee terms of reference		
Delegated authority in respect of officers		
Code of Conduct		
Policy statements		
Policies and procedures for the provision of services and the employment of staff.	Hard copy and website	

Internal policies relating to the delivery of services Equality and diversity policy. Health and safety policy Recruitment policies (including current vacancies) Policies and procedures for handling requests for information Complaints procedures (including those covering requests for information and operating the publication scheme)		
	Information security policy	Hard copy and website
	Records management policies (records retention, destruction, and archive)	Hard copy and website
	Data protection policies	Hard copy and website
	Schedule of charges (for the publication of information)	Hard copy and website
Class 6 – Lists and Registers		
Currently maintained lists and registers only		
Any publicly available register or list (if any are held this should be publicised; in most circumstances existing access provisions will suffice)		Only available by inspection
Assets Register		Hard copy and website
Register of members' interests		Hard copy and website
Register of gifts and hospitality		Hard copy and website
Class 7 – The services we offer.		
(Information about the services we offer, including leaflets, guidance and newsletters produced for the public and businesses)		
Current information only		

Allotments	Hard copy and website	
Burial grounds and closed churchyards	Hard copy and website	
Community centres and village halls	Hard copy and website	
Parks, playing fields and recreational facilities	Hard copy and website	
Seating, litter bins, clocks, memorials, and lighting	Hard copy and website	
Bus shelters	Hard copy and website	
A summary of services for which the council is entitled to recover a fee, together with those fees (e.g., burial fees)	Hard copy and website	
Additional Information		
This will provide Councils with the opportunity to publish information that is not itemised in the lists above		
The council meeting recordings (if any are made) will include the availability of such recordings within its Publication Scheme.	Hard copy and website	

Contact details:

The Clerk

Armthorpe Parish Council

Welfare Park

Church Street

Armthorpe

Doncaster DN3 3AG

Email: clerk@armthorpeparishcouncil.gov.uk

Tel: 01302 830543

SCHEDULE OF CHARGES

TYPE OF CHARGE	DESCRIPTION	BASIS OF CHARGE
Disbursement cost	Photocopying 10p per sheet (black & white)	Actual cost * 3p
	Photocopying 10p per sheet (colour)	Actual cost 3p
	Postage	Actual cost of Royal Mail standard second class 87p as of April 7, 2025, for a letter weighing up to 100g. For a Second-Class large letter weighing up to 100g, the price is £1.55.

* The actual cost incurred by the public authority



Subject Access Request Form

Process to Action			
Name of requester (Method of communication) Email Address Phone number Postal Address			
Date Subject Access Request made			
Is the request made under the Data Protection Legislation		Yes	No
Date Subject Access Request action to be completed by (One month after receipt time limit)			
Extension to the date of reply requested (An extension of another two months is permissible provided it is communicated to the subject within the one month period)		Yes	No
Extension date advised to the Subject Requester and method of contact			
Identification must be proven from the below list: Current UK/EEA Passport UK Photo card Driving Licence (Full or Provisional) EEA National Identity Card Full UK Paper Driving Licence State Benefits Entitlement Document State Pension Entitlement Document HMRC Tax Credit Document Local Authority Benefit Document State/Local Authority Educational Grant Document HMRC Tax Notification Document Disabled Driver's Pass Financial Statement issued by bank, building society or credit card company Utility bill for supply of gas, electric, water or telephone landline A recent Mortgage Statement A recent council Tax Bill/Demand or Statement Tenancy Agreement Building Society Passbook which shows a transaction in the last 3 months and their address			
Verification sought that the Subject Access request is substantiated		Yes	No
Verification received		Yes	No
Verification if the Council cannot provide the information requested		Yes	No
Is the request excessive or unfounded?		Yes	No
Request to be actioned		Yes	No
Fee to be charged (Subject Access requests must be undertaken free of charge to a requester)		Yes	No

unless the legislation permits a reasonable charge)		
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If the request is to be refused, action to be taken and by whom.	
Changes requested to data/ or removal	
Complaint Process (Where a requestor is not satisfied with a response to a SAR, the council must manage this as a complaint)	
Completion date of request	
Date complaint received by requested and details of the complaint	
Date complaint completed and outcome	

Categories of Data to Check

[illegible]



CODE OF PRACTICE FOR HANDLING COMPLAINTS

This procedure will be applied where a complaint cannot be satisfied by less formal means e.g. an explanation provided to the complainant by the Clerk or Chairman/Vice-Chairman.

A complaint is defined as an expression of dissatisfaction by one or more members of the public about the administration of the council or its procedures. This could relate to action/lack of action taken by the council, failure to follow agreed procedures or about a standard of service (whether the action was taken or whether the service is provided by the council itself or on behalf of the council. It should be noted that the Local Government Ombudsman has no jurisdiction over parish councils.

Complaints against the council that relates to the conduct of its employees will be handled in accordance with this procedure and where disciplinary action is deemed necessary then in accordance with the council's disciplinary procedure.

It is not appropriate for all complaints from the public to be dealt with under this procedure. Alternative procedures will apply in respect of the following types of complaints.

Type of Conduct	Refer To
Financial Irregularity	Local elector's statutory right to object to Council's audit of accounts pursuant to s.16 Audit Commission Act 1998. For other matters refer to Internal Auditor or Audit Commission
Criminal Activity	The Police
Member Conduct	A complaint that relates to a parish councillor's failure to comply with the Code of Conduct must be submitted to the standards team of the relevant Principal Authority, in this case the Monitoring Officer at City of Doncaster Council. https://www.doncaster.gov.uk/services/the-council-democracy/the-monitoring-officer
Employees Conduct	Internal Disciplinary Procedures if deemed necessary

It should be noted that where the Clerk is putting forward the justification for the action or procedure complained of, he/she should not advise the council or committee when the complaint is being considered.

The identity of the complainant will only be made known to those who need to consider the complaint. At all times the rules of natural justice will apply, and all parties will be treated fairly, and the processes will be reasonable, accessible and transparent.

Any complaint to be dealt with in accordance with this procedure will be considered where possible within one month of receipt unless it is received after one week prior to the 1st Tuesday in July in which case it will be considered within two months of receipt. Where the

complaint is of a more complex nature every effort will be made to consider the matter within three months of receipt.

The procedures that will be adopted for dealing with the complaint are contained in the Appendix attached and will be in accordance with the guidance provided by NALC in its Legal Topic Note LTN9E.

Details on how to contact the Clerk are contained on the council's website and on the parish notice boards.

Adopted by the Parish Council on:
Dated: 16th September 2025

APPENDIX 1

1) Before processing a complaint

All formal complaints must be communicated in writing to the Clerk (or the Chairman if the complaint relates to the Clerk).

Mrs S Youngman, Clerk to Armthorpe Parish Council, Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3 3AG, Telephone 01302 830543, Email: clerk@armthorpeparishcouncil.gov.uk

The Complainant will be asked to confirm whether the complaint is to be treated as confidential.

2) Receipt of the Complaint

The Clerk shall acknowledge receipt and advise the complainant when the matter will be considered by the council, whether it will be treated as confidential and state the next steps in complaints procedure.

3) Investigating the Complaint

The Council will investigate the facts and collate relevant evidence.

4) Meeting with the Complainant

The complainant shall be invited to attend the meeting and bring with them a representative, If the complainant wishes to be accompanied by more than one representative the details of the representatives should be forwarded to the Clerk prior to the meeting who will confirm agreement of those able to attend.

At least seven clear days before the meeting copies of any documentation or other evidence that will be referred to at the meeting shall be made available to relevant parties. This includes copies of any documentation or other evidence that will be relied on by both parties, the Complainant and the Parish Council.

5) At The Meeting

The council shall determine to exclude the press and public unless the complainant confirms to waive the right to confidentiality.

The Chairman will introduce those present.

The Chairman will outline the procedure.

The complainant (or representative) will outline the grounds for the complaint.

Members will ask any questions of the complainant.

If relevant the Clerk will explain the Council's position.

Members ask questions of the Clerk.

The Complainant and the Clerk should be offered the opportunity to summarise their position.

The Clerk and the complainant withdraw from the meeting whilst members consider their decision. If a point of clarification is required both parties are invited to return to the meeting.

The Clerk and complainant return to the meeting to be informed of the decision. If a decision is unlikely to be finalised on that day the Clerk and Complainant should be advised when the decision is likely to be made and when it is likely to be communicated to them.

6) After The Meeting

The Clerk confirms the decision in writing including details of any action to be taken within seven days of the meeting.



VEXATIOUS POLICY

This policy sets out Council's stance on vexatious or abusive complaints, demands and/or repeated requests for information including Freedom of Information requests and how they will be dealt with.

Vexatious or Abusive Complaints/Freedom of Information Requests

Most complainants or people making Freedom of Information requests behave in legitimate ways. A very small minority make complaints/requests that are vexatious, in that they persist unreasonably with their complaints/requests or make complaints/requests in order to make life difficult for the Council rather than genuinely to resolve a grievance.

The Council recognises that it is important to distinguish between people who make a number of complaints/requests because they genuinely believe things have gone wrong, and people who are seeking to subvert the legitimate business of the council. It is acknowledged that complainants will often be frustrated and aggrieved, and it is therefore important to consider the merits of each case rather than the way in which they are expressed.

It is not necessary to meet a person's unreasonable demands, or to answer every single point in an unreasonable letter. Judgement will be required to separate a person's legitimate queries from those that are unreasonable, often within the same complaint. Skill will be required to respond tactfully and sympathetically. If the person's persistence adversely affects the Council's ability to do its work and provide a service to others, the Parish Council need to address such behaviour.

Where the Clerk is of the view that complaints, requests or persons could be identified as vexatious (in accordance with the criteria set out in Appendix 1), the Clerk will refer the matter to the Staffing Committee for a decision and their determination of what action to take. The Clerk will implement such action and will notify the complainant that their complaint/request is considered as vexatious and what action that will be taken. This notification will be copied to all Councillors and a record kept of the reasons why a complaint/request has been classified as vexatious.

The Council may deal with vexatious complaints/requests in one or more of the following ways:

- In a letter, setting out a code of commitment and responsibilities for the parties involved if the Parish Council is to continue processing the complaint/request. If these terms are contravened, consideration will then be given to implementing other action as indicated below.

- Decline contact with the complainant, either in person, by telephone, fax, email or any combination of these, provided that one form of contact is maintained which will usually be by conventional post (letter).
- Notify the complainant/requestor in writing that the Council has responded to the points raised and tried to resolve the complaint/request but there is nothing more to add and continuing contact on the matter will serve no useful purpose. The complainant/requestor will also be notified that the correspondence is at an end, and the Council does not intend to engage in further correspondence dealing with the complaint/request.
- Inform the complainant/requestor that the Council intends to seek legal advice on unreasonable or vexatious complaints/requests and behaviour.
- Temporarily suspend all contact with the complainant/requestor in connection with the issues relating to the complaint/request being considered.

Restricting Contact

Any restrictions will be appropriate and proportionate to the nature of the person's contacts with the Council at the time such as:

- Placing time limits on telephone conversations and personal contacts.
- Limiting the person to one form of contact (letter).
- Requiring the person to communicate only with one named employee/member.
- If a complaint is currently going through the Council's complaints procedure, asking the complainant to enter into a written agreement about their future conduct if the complaint is to be progressed.
- Closing the investigation into a complaint.
- Refusing to register and process further complaints/requests providing the person with acknowledgements only.
- Banning a person from the Council's premises.
- Involving the police where the person is believed to have committed a criminal offence (harassment, assault or criminal damage), where assault is threatened, or the complainant refuses to leave council premises.

The Clerk will inform the complainant/requestor in writing why a decision has been made to restrict or stop future contact, the contact arrangements and the length of time that these restrictions will be in place.

There should never be a blanket ban for an unspecified period of time unless the Council is legally required to do so following a police investigation. The Council should always try to

maintain one form of contact which will normally be by way of conventional post (letter). In extreme situations the Council will tell the complainant in writing that they must restrict contact to communication through a nominated advocate known and declared to be acting on their behalf.

In deciding which restrictions are appropriate, careful consideration will be given to balancing the rights of the individual with the need to ensure other residents, Council employees, councillors and co-opted members do not suffer any disadvantage or undue stress and the resources of the Council are used as effectively as possible.

Threatening and Abusive People and Harassment

We do not expect staff or members to tolerate unacceptable behaviour by people which causes or may cause undue stress. The Council believes that harassment is totally unacceptable. The Council will work to prevent any form of harassment from happening in the first instance and where it has already occurred, will work to prevent it from happening again.

Harassment is a term that is generally used to define unwelcome and unwarranted behaviour that affects the dignity of an individual or group of individuals. Harassment may also include actions characterised as offensive, intimidating, malicious, insulting or humiliating that attempts to undermine or injure an individual or group of individuals.

Where there is abusive or aggressive behaviour which produces damaging or hurtful effects, physically or emotionally, on the staff or members which includes, but not exclusively, verbal abuse (including name calling), bullying, shouting or swearing or threat of any of these behaviours the staff or members affected should step away from the situation and the person asked to leave the premises where appropriate.

This can mean terminating a conversation whether it is face to face or by telephone, advising that the conversation is being terminated, and in the case of such behaviour in a face-to-face contact in the office or public meeting the person should be asked to leave the premises.

All such incidences must be documented. This will, in itself, cause personal contact with the complainant to be discontinued and the complaint will, thereafter, only be continued through written communication by post.

Any complainant/requestor who threatens or uses physical violence towards staff or members will receive written confirmation that they are being treated as a vexatious complainant/requestor and informed of the action that will be taken.

Legal References

Under the Freedom of Information Act 2000 Section 14(1), public authorities do not have to comply with vexatious requests. The Council also has a legal duty under the Health and Safety at Work etc. Act 1974 to ensure, so far as is reasonably practicable, the health, safety and welfare at work of its employees and members.

Appendix 1

Definition of a Vexatious Complainant/Requestor

This definition applies equally to someone making a complaint and to someone making a request for information.

Complainants (and/or anyone acting on their behalf) may be deemed to be vexatious where contact with them shows that they meet one or more of the following criteria:

- * Persist in pursuing a complaint/request where the Council's Complaints Procedure or the Freedom of Information procedure has been fully implemented & exhausted.
- * Persistently change the substance of a complaint/request or continually raise new issues or seek to prolong contact by continually raising further concerns or questions upon receipt of a response.
- * Are repeatedly unwilling to accept evidence given as being factual or deny receipt of an adequate response in spite of correspondence specifically answering their questions or do not accept that facts can sometimes be difficult to verify when a long period of time has elapsed.
- * Repeatedly do not clearly identify the precise issues which they wish to raise despite reasonable efforts of the Council to address their concerns, and/or where the concerns identified are not within the remit of the Council.
- * If the complaint/request is about essentially the same matter that has already been considered, with only very minor differences, and does not contain any new information. The most difficult vexatious complaints to deal with are often complaints that are slightly different from the original complaint, but about the same broad area of activity.
- * Regularly focus on a trivial matter to an extent which is out of proportion to its significance. It is recognised that determining what is a trivial matter can be subjective, and careful judgement must be used in identifying frivolous complaints.
- * Have threatened or used physical violence towards staff or members at any time.
- * Have had an excessive number of contacts with the Council - placing unreasonable demands on staff or members. Discretion will be used in determining the precise of number of excessive contacts applicable under this section, using judgement based on the specific circumstances of each individual case.
- * Have harassed or been personally abusive or verbally aggressive towards staff or members dealing with the complaint/grievance. The Council recognise, however, that complainants may sometimes act out of character in times of stress, anxiety or distress and should make reasonable allowances for this. All instances of harassment, abusive or verbally aggressive behaviour will be documented.

* Have harassed or been personally abusive or verbally aggressive towards any Members of the Council (Councillors) or co-opted members whether this has been on a face-to-face contact or at public meetings.

* Are known to have recorded meetings or conversations without the prior knowledge and consent of other parties involved and/or have impersonated any member of staff or Councillors with the objective of soliciting information for whatever purpose.

* Seeking to coerce, intimidate or threaten staff, Councillors or other people involved, whether by use of language, tone of voice or behaviour including body language.

* Repeatedly raise grievances which are already proven to be without substance or foundation.

CCTV Policy

1.0 Background

1.1 In order to comply with the requirements of the General Data Protection Regulations (UK GDPR), the Information Commissioners CCTV Code of Practice and the Freedom of Information Act 2000, the Council must have a policy on its use of CCTV for overt surveillance.

2.0 Purpose

2.1 In order to adhere to legislative requirements and confidential nature of the Council's CCTV operations this document sets out:

- the manner in which these operations will be carried out;
- the sites from which recordings will be made.

2.2 This policy sets out how Council's CCTV system (the system) will be controlled and managed in a confidential manner.

2.3 Camera surveillance is maintained using ten static external cameras attached to Armthorpe Community Centre and three static internal cameras within Armthorpe Community Centre.

2.4 The policy will be reviewed periodically by the parish council to ensure that it continues to reflect the public interest and meets with legislative requirements.

3.0 Objectives

The objectives of the systems are to:

- Protect the parish council's buildings and assets
- Improve personal safety and reduce the fear of crime
- Support the Police in the detection of crime
- Assist in the identification, apprehension and prosecution of offenders
- Deter those having criminal intent

4.0 Statement of Intent

4.1 The CCTV System is operated in accordance with the requirements of the General Data Protection Regulations (UK GDPR) and the Commissioner's Code of Practice.

4.2 The Parish Council will treat the information obtained by the system as protected under the General Data Protection Regulations (UK GDPR).

4.3 Cameras will be used to monitor activities within the Community Centre to identify criminal activity or anti-social behaviour occurring, anticipated, or perceived, for the purpose of securing the safety and well-being of the public/staff or security of council property.

- 4.4. Cameras are not focused on private homes, gardens or other areas of private property.
- 4.5 Data or knowledge secured because of CCTV will not be used for any commercial purpose. Data will only be released to the Police for use in the investigation of a specific crime upon receipt of an appropriate request from the police. Data will not be released to the media unless the police confirm that it would be in the public interest.
- 4.6 The planning and design of the system endeavours to ensure that it will give maximum effectiveness and efficiency, but it does not guarantee to cover or detect every incident taking place in the areas of coverage.
- 4.7 Warning signs, as required by the Information Commissioners have been placed at areas covered by the CCTV.

5.0 Operation of the System

- 5.1 The Scheme is managed by the parish council in accordance with this policy and the principles and objectives expressed in this policy.
- 5.2 Day to day administration of the system will be the responsibility of the Council Clerk as directed by the parish council.
- 5.3 The CCTV system will operate continuously 24 hours a day, every day of the year; subject to operational considerations such as maintenance and repair.
- 5.4 CCTV footage will be available for up to 14 days after which it is deleted from the hard drive.
- 5.5 The recorder is stored in a locked room in an alarmed building in Armthorpe Community Centre.

6.0. Control of Equipment

- 6.1 The system will be periodically checked to confirm the efficiency of the system, ensuring the equipment is properly recording and the cameras operational.
- 6.2 Access to the equipment will be restricted to the Clerk, designated members of the Parish Council and the maintenance contractor.
- 6.3 Viewing of the recordings is restricted to the Clerk and designated members of the parish council and those legally entitled to access (i.e. the Police for the prevention and detection of crime). Appropriate evidence of authority will be required before access is allowed.
- 6.4 A register of access is maintained by the Clerk. Full details of each access that has taken place shall be recorded including: date, name of person(s) viewing recording(s), reason for access and outcome.
- 6.5 If a serious incident is viewed on the system appropriate emergency services will be summoned.

7.0 Monitoring Procedures

- 7.1 Camera recording is maintained at all times.

- 7.2 The system protecting the buildings and grounds may be monitored for surveillance purposes from time to time by the designated users.

8.0 Recordings used in Evidence

- 8.1 In order to maintain and preserve the integrity of recordings, footage used to record events and the facility to use them in any future proceedings, the following procedures for their use and retention must be strictly adhered to:

The parish council shall record in writing the date and time of any recording required by the police or other persons legally entitled to do so and if retained, filmed, copied or archived the details must be noted. A register will be available for this purpose.

- 8.2 Recordings may be viewed by the Police for the prevention and detection of crime, in the presence of authorised persons of the Parish Council, for supervisory purposes, authorised demonstration and training.
- 8.3 Viewing of recordings by the Police must be recorded in writing. Requests by the Police can only be actioned in accordance with the General Data Protection Regulations.
- 8.4 Should a recording be required as evidence, the footage may be released to the Police under the procedures described in paragraph 8.1 of this policy.
- 8.5 The Police may retain the stored footage for possible use as evidence in the future.
- 8.6 Applications received from outside bodies (e.g. solicitors) to view footage will be referred to the Clerk. In these circumstances viewing will normally be permitted where satisfactory documentary evidence is produced showing that they are required for legal proceedings, a subject access request, or in response to a Court Order. A fee can be charged in such circumstances: £10 for subject access requests; a sum not exceeding the cost of materials in other cases.

9.0 Viewing Data

- 9.1 Recordings may be viewed by the Police for the prevention and detection of crime, the Clerk and/or designated members of the Parish Council may view for similar reasons and for security purposes, demonstration and training.
- 9.2 Records will also be maintained of any viewings by authorised authorities and a register maintained for this purpose. Requests by the Police can only be actioned in accordance with the General Data Protection Regulations.
- 9.3 The General Data Protection Regulations provides Data Subjects (individuals to whom "personal data" relate) with a right to data held about themselves, including those obtained by CCTV.
- 9.4 Requests for Data Subject Access should be made to the Clerk; a charge of £10 will be made to cover administration costs.

10.0 Breaches of the Policy (including breaches of security)

- 10.1 Any breach of this policy will be initially investigated by the Clerk, in order for appropriate action to be taken. A report of the incident will be made to Council together with any recommended actions to remedy the breach.

Note: A breach by council staff could lead to disciplinary action.

10.2 Any serious breach of the policy may be further investigated by an independent investigator reporting on recommendations to remedy the breach.

11.0 Assessment of the Scheme

11.1 Performance monitoring, including random operating checks, may be carried out on site by the Clerk or designated members of the parish council.

12.0 Complaints

12.1 Any complaints about the Council's CCTV system or its use should be addressed to the Clerk.

12.2 Complaints will be investigated in accordance with Section 10 of this policy.

13.0 Public information

13.1 Copies of this policy are available to the public on the Council's website or in paper form from the Clerk.

Sample of Access Log Book

Date	Who had Access	Reason for Access	Outcome
e.g. 01/01/2020	A N Other (Chair)	Complaint re goalpost vandalism	Data viewed, incident confirmed, perpetrators identified and reported to the police.

Clerk Contact Details:

Sarah Youngman
Armthorpe Parish Council
Armthorpe Community Centre
Welfare Park
Church Street
Armthorpe
Doncaster DN3 3AG
Tel: 01302 830543
Email: clerk@armthorpeparishcouncil.gov.uk

Dated: 18th October 2025

Approved:



**Request to View - CCTV images
Data Subject**

Date of Recording:	Place of Recording:	Time of Recording:
Applicants Name and Address: Post Code: Tel.No:		Evidence of Description of Applicant and any distinguishing features (e.g. clothing) A recent photograph may be necessary to aid identification.
Signature of Applicant: (or parent/guardian if under 18) Reason for request:		
Were you alone? YES/NO If not, please describe any accompanying persons.		

FOR OFFICE USE ONLY

Received by:		Date Received:	Time Received:
Fee Charged:/ N.A	Fee Paid:	Request Approved YES / NO	Date Applicant Informed:
Actioned By: On:/...../.....	Image Identified On:	In the presence of:	
Applicant attended viewing on:	Result:	In the presence of:	



ARMTHORPE
PARISH COUNCIL

REQUEST TO VIEW CCTV IMAGES

POLICE

Date and Time of Recording	Place of Recording
Police Contact Details	Reason for Request
Date Request Received:	Date Viewed by Police:
Signed: (Council Clerk)	Signed: (On behalf of the Police)

CCTV Policy**THIS POLICY MUST BE COMPLIED WITH AT ALL TIMES**

I have read this policy and agree to abide by these instructions and will raise any concerns to the Parish Clerk

Signed:

Print Name:

Dated:

