

HACKNESS & HARWOOD DALE GROUP PARISH COUNCIL

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PARISH COUNCIL MEETING Friday 10th July 2026 in Hackness Village Hall at 7.00pm

Parishioners welcome

AGENDA

1. To receive apologies for absence given in advance of the meeting.
2. To consider the approval of reasons given for absence.
3. To receive member's declarations of interest in items of business on this agenda.
4. Minutes of Annual Council meeting of 8th May 2026 (*enclosed*) to approve and sign.
5. Public Open Forum.
6. To consider & agree action as appropriate on matters raised in the Public Open Forum.
7. Reports to receive (as available) & agree action as appropriate – Unitary Cllr. D Jeffels, Clerk.
8. Updates on matters raised at previous meetings:-
 - a) 20mph speed limits [*Minute 11/26a* refers] – to receive update from Clerk & agree action as appropriate;
 - b) Bin near Wrench Green road bridge [*Minute 11/26b* refers] – (deferred from May meeting) - to receive an update from NY Cllr. Jeffels on cost and emptying regime and agree action as appropriate
 - c) Public Rights of Way – Highdales / Lowdales / Spring Wood and Oak Rigg to Reasty [*Minute 11/26c* refers] – to receive an update from the Clerk
 - d) Articulated HGVs on Silpho Windings [*Minute 12/26* refers] – to receive an update from the Clerk
 - e) Version 3 (*enclosed*) of draft agreement with NYC re. churchyard maintenance contributions [*Minute 15/26a* refers] – to receive update from Clerk and agree action as appropriate;
9. Draft minutes of 2026 Parish Assembly (*enclosed*) to confirm as accurate.
10. To receive reports from Councillors on any items relevant to the parish not already on the agenda & agree action as appropriate.
11. Casual Vacancy Hackness:-
 - a) to note NYC Electoral Office had confirmed a Casual Vacancy existed and Council could proceed to co-opt;
 - b) to consider any applications for co-option and agree action as appropriate.
12. Finance & Regulatory Matters
 - a) Request for discretionary grant to repair Hackness Village Hall car park potholes [*Minute 13/26a* refers] (deferred from May meeting) - to agree action as appropriate
13. Accounts to certify:- HMRC (tax/NI April-June) £125-00; J Marley (wage April-June) £578-77; 2026/27 churchyard maintenance contributions – Hackness PCC £578-44, Harwood Dale PCC £347-06, Wykeham PCC £231-38.

*****CONTINUED OVERLEAF*****

HACKNESS & HARWOOD DALE GROUP PARISH COUNCIL

14. Correspondence:-
- a) From NYMNP – to note an Enforcement Notice has been issued in respect of unauthorised alterations to Listed Building at Garage Cottage, Hackness.
 - b) Correspondence received after 2/7/26 requiring a response before next meeting.
15. Planning Matters:-
- a) Applications received – to agree comments:-
 - 1. NYM/LB/2026 /00209 Install two replacement rooflights at Lowdales Cottage, Hackness
 - b) Decisions received to note:-
 - 1. NYM/2024/0441 Install ground mounted solar panels (retrospective) on land at High Langdale End Farm, Harwood Dale – granted with conditions;
 - 2. NYM/2026/00062 change of use of agricultural land to domestic garden and erect garden room (retrospective), land to east of Swallows Nest, Northfield Farm, Suffield – granted with conditions;
 - 3. NYM/2026/00115 Certificate of lawfulness for use of land, yard and buildings in the areas shown on the site plan for the storage of plant, machinery and associated consumables, repair of plant and machinery, along with the storage of associated tools and equipment etc. as part of my agricultural engineering and contracting business in excess of ten years at Silpho Brow Farm West, Silpho – withheld.
 - c) To agree comments/note any planning matters/decisions received after 2/7/26.
16. FOR INFO ONLY – next meeting is 11th September 2026.

J. Marley

J. Marley (Mrs)
Clerk to the Parish Council

3rd July 2026

MINUTES OF ANNUAL MEETING OF HACKNESS & HARWOOD DALE GROUP PARISH COUNCIL HELD IN HACKNESS VILLAGE HALL ON FRIDAY 8th MAY 2026 AT 7.20pm.

Present: Cllr. P Chapman
Cllr. D Dickinson
Cllr. A Edwards
Cllr. P Foxton (Outgoing Chairman)
Cllr. M Hugill
Cllr. JA Lockey
Cllr. J McCormick (Incoming Chairman)
5 members of public, Mrs J Marley (Clerk).

Absent: Cllrs. J Hoyland and A Lockey.

1/26 **ELECTION OF PARISH COUNCIL CHAIRMAN** **Resolved** Cllr. J McCormick be elected Chairman for the forthcoming year.

2/26 **CHAIRMAN'S DECLARATION OF ACCEPTANCE OF OFFICE**
Received Cllr. McCormick's signed declaration of acceptance of office, countersigned by the Clerk as Proper Officer.

3/26 **ELECTION OF VICE CHAIRMAN**
Resolved Cllr. Dickinson be elected Vice Chairman for the forthcoming year.

4/26 **ELECTION/CONFIRMATION OF REPRESENTATIVES/OFFICERS**
Representatives/officers were **agreed** as follows:

Coastal Forum

Cllr. Dickinson

5/26 **APOLOGIES:-** None.

6/26 **DECLARATIONS OF INTEREST:** **received** from Cllr. Dickinson [personal, agenda item 14a), grant to Hackness Village Hall].

7/26 **MINUTES**
Having been previously circulated, the minutes of the meeting of 13th March 2026 were **approved** as an accurate record & authorised for signature by the Chairman.

8/26 **PUBLIC OPEN FORUM** Information was given in respect of a planning application on land to the east of Swallows Nest, Northfield Farm, Suffield.

9/26 **MATTERS RAISED IN PARISH ASSEMBLY & PUBLIC OPEN FORUM** **Resolved** the information to be taken into account when the application was discussed later in the meeting.

10/26 **REPORTS**
a) **Unitary:** No report to receive.
b) **Clerk:** No matters to report.

11/26 **UPDATES ON MATTERS RAISED AT PREVIOUS MEETINGS**
a) NYC consultation on proposed 30/40mph speed limits [*Minute 65/25d) refers*] – **noted** a 30mph limit was now proposed past Hackness School and on Storr Lane and Broxa Lane [*map circulated with agenda*]. **Resolved** this was a vast improvement on the original proposals but Council still considered it should be a 20mph limit past the school and asked Clerk to find out why this was not possible & report to as future meeting.
b) Bin near Wrench Green road bridge [*Minute 65/25e) refers*] – Cllr. Jeffels not present to provide an update on cost and emptying regime. **Resolved** defer to July meeting; Clerk asked to make enquiries of NYC in the meantime.
c) Public Rights of Way – Highdales / Lowdales / Spring Wood and Oak Rigg to Reasty [*Minute 66/25 refers*] – **noted** update from the NYMNP Chief Executive via the Clerk and report by Cllr. Dickinson in respect of continuing problems and obstructions of rights of way (which had been reported to a member of NYMNP staff on 16th April). **Resolved** Clerk to update NYMNP (including Cllr. Dickinson's offer to walk the problem paths with a member of NYMNP staff) and report to next meeting.

12/26 **COUNCILLOR'S REPORTS**
Cllr. Foxton reported continuing problems on The Windings which were being used by articulated HGVs - **resolved** Clerk to contact Highways and ask for a meeting to

be arranged with a view to banning these vehicles from Southernmost Cottage Silpho to the junction at the bottom opposite Low Hall Cottage. He also reported the deer signs (reported by NY Cllr. Jeffels as "ordered" at the July 2025 meeting (Minute 23/25b) refers]) had still not been installed (**resolved** Clerk to get an update from Highways). Cllr. McCormick reported ongoing problems with overhanging branches across rights of way in the wood at Harwood Dale and her offer to contact the Woodland Trust was accepted with thanks.

13/26 **FINANCE MATTERS**

- a) Request for discretionary grant to repair Hackness Village Hall car park potholes [Minute 63/25 refers] **resolved** to be deferred to the July meeting to give the applicant more time to obtain estimates for the work.
- b) 2025/26 Accounts (*circulated with agenda*) – **received & approved**; Chairman **authorised** to sign;
- c) Letter from Internal Auditor re audit of 25/6 accounts (*circulated with agenda*) – **resolved** letter be received and contents noted. Bullet points 1-5 to be actioned by Clerk over next few months. Bullet point 6 to be addressed when the 2026/27 council accounts are produced.
- d) 2025/26 Annual Return (*circulated with agenda*) – 1] **Resolved** Certificate of Exemption be **approved**; 2] **Resolved** Annual Internal Audit Report be **received & noted**; 3] **Resolved** Annual Governance Statement (Section 1) be **completed** & Chairman **authorised** to sign; 4] **Resolved** Accounting Statements (Section 2) be **approved** & Chairman **authorised** to sign; 5] **Resolved** public inspection period to be 3/6/26 to 14/7/26 inclusive and documents necessary to ensure compliance with the Accounts and Audit Regulations 2015, the Local Audit (Smaller Authorities) Regulations 2015 and the Transparency Code for Smaller Authorities be published as necessary.
- e) Schedule of meetings till September 2027 [*list circulated with agenda*]. **Resolved** meetings to be held Hackness Village Hall on 10/7/26, 11/9/26, 13/11/26, 8/1/27, 12/3/27, 14/5/27, 9/7/27, 10/9/27.

14/26 **ACCOUNTS TO CERTIFY**

Asquith Accountants Ltd	Internal audit 2025/26	£342-00
Zurich	Insurance 2026/27	£248-99

Agreed invoices be **authorised** for payment, (Cllrs. Chapman and Hugill to do the online authorisation).

15/26 **CORRESPONDENCE**

- a) Correspondence received after 1/5/26 & requiring a response before next meeting:
 1. Letter of resignation from Cllr. JA Lockey – **resolved** Clerk to notify Electoral Registration office. Clerk to write a letter of thanks for his years of service - Cllr. Lockey was the last remaining founder member of the Council from its inaugural meeting on 24th March 1975.
 2. Email and draft agreement from North Yorkshire Council in respect of the maintenance of cemeteries and closed churchyards. This tied in with a letter Cllr. Dickinson had received from Rev. Hand (the vicar of St Peter's Hackness and St Margaret's Harwood Dale) querying the status of the churchyards. Clerk explained that essentially this agreement was to replace the Model Agreement in respect of churchyards. She had studied it closely and spoken to someone at NYC Bereavement Services – while that person had intimated the agreement was a pure formality, there were clauses in it which the Clerk advised the Council it would be unwise to accept. **Resolved** Clerk to explain the situation to Rev. Hand; Council not to sign the draft agreement at the moment and Clerk to continue to negotiate with NYC; at the July 2026 Council meeting payments to be made to the three Parochial Church Councils totalling £1,156.88 which was the sum NYC had agreed for this Council at its meeting of the Executive on 21st October 2025.

16/26 **PLANNING MATTERS**

a) **Applications received:-**

1. NYM/2026/00062 Change of use of agricultural land to domestic garden and erection of garden room (retrospective) at land to the east of Swallows Nest, Northfield Farm, Suffield - **resolved** application supported on the grounds that

as the proposal is retrospective, some of the benefits of the proposal are already evident, namely that it has resulted in a much tidier appearance of an overgrown piece of land which is highly visible when entering the village and forms an integral part of the streetscene. Additionally once planting has matured then the general appearance will be softened and the streetscene further enhanced. The timber structure on site replaced a very dilapidated one. Donor property and application site were originally all part of the farm site until conversion began in 2000. No adverse impact on landscape character (Policy CO19). Application does not negatively impact conservation and enhancement.

2. NYM/2026/00115 Certificate of lawfulness for use of land, yard and buildings in the areas shown on the site plan for the storage of plant, machinery and associated consumables, repair of plant and machinery, along with the storage of associated tools and equipment etc. as part of my agricultural engineering and contracting business in excess of ten years at Silpho Brow Farm West, Silpho. Two councillors confirmed that over a period of at least ten years they'd had cause to intermittently use the agricultural engineering services of the applicant and **resolved** this comment to be submitted to NYMNP.

b) Decisions received to note:-

1. NYM/2026/0031 Listed Building application for repair and reinstatement of section of the east parapet at Mowthorpe Bridge, Hackness – **granted with conditions.**

c) Planning items received after 1/5/2026:- none.

There being no further business, the Chairman declared the meeting closed at 8.40pm.

J McCormick (Chairman)

10th July 2026

DATED _____ **2026**

(1) THE NORTH YORKSHIRE COUNCIL

(2) HACKNESS AND HARWOOD DALE GROUP

AGREEMENT
relating to the maintenance of Cemeteries and/or Closed Churchyards

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Schedule 1 – Cemeteries and/or Closed Churchyards

Schedule 2 – Services and Annual Estimated Charges Limit

BETWEEN

- (1) **THE NORTH YORKSHIRE COUNCIL** of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AL ("**NYC**"); and
- (2) **HACKNESS AND HARWOOD DALE GROUP** of Annan, 41 Scalby Road, Burniston, Scarborough, YO13 0HN (the "**PC/TC**"),

(each a "**Party**" and together the "**Parties**").

BACKGROUND

- A. NYC is responsible for the maintenance of the Cemeteries and/or Closed Churchyard(s) specified in Schedule 1.
- B. The PC/TC has agreed to receive the charges specified in Schedule 2 for the sole purpose of forwarding them onto the relevant Parochial Church Council (PCC) which is responsible for the Cemetery and/or Closed Churchyard in Schedule 1, subject to the terms and conditions of this Agreement.
- C. The charges specified in Schedule 2 will be used to maintain the cemeteries and/or Closed Churchyard(s) listed in Schedule 1, subject to the Terms and Conditions of this Agreement, including Schedule 2.

AGREED TERMS

1. Definitions

- 1.1 The following terms have the following meanings in this Agreement: -

Agreement:	means the contract between (i) NYC and (ii) PC/TC constituted by these terms and conditions, its Schedules and any documents referred to within;
Annual Estimated Charges Limit:	means the maximum sum of Charges to be paid to the PC/TC, each Financial Year, for performance of the Services.
Business Days:	means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London.
Cemeteries and/or Closed Churchyards:	means the cemeteries and/or closed churchyards listed in Schedule 1 to this Agreement.
Charges:	means the charges for the Services.
Commencement Date:	1 April 2026.
Data Loss Event:	has the meaning given in the Data Protection Legislation.

Data Protection Legislation:	means (i) the GDPR, the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; and (iii) all applicable Law about the processing of Personal Data and privacy.
Data Subject:	has the meaning given in the Data Protection Legislation.
Data Subject Access Request:	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
DPA 2018:	means the Data Protection Act 2018.
Financial Year:	1 April to 31 March.
GDPR:	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>) and “ UK GDPR ” means the GDPR as implemented into the law of England and Wales, Scotland and Northern Ireland.
LED:	means the Law Enforcement Directive (<i>Directive (EU) 2016/680</i>).
Parochial Church Council (PCC)	Means the executive body of a Church of England parish, responsible for governance, finances and promoting the mission of the Church.
PC/TC Personnel:	means all officers, employees, agents, consultants and contractors of the PC/TC and/or of any sub-processor engaged in the performance of its obligations under this Agreement.
Personal Data:	has the meaning given in the Data Protection Legislation and where used in this Agreement refers to any such Personal Data processed by the PC/TC on behalf of NYC under this Agreement.
Personal Data Breach:	has the meaning given in the Data Protection Legislation.
Processor:	has the meaning given in the Data Protection Legislation.
Service(s):	means the maintenance services detailed in Schedule 2 of this Agreement.
Term:	the Term shall be for an initial fixed term of one (1) year from the Commencement Date and thereafter shall continue on an annual rolling basis subject to the termination provisions within clause 11.

- (a) any Act, Order, Regulation, Statutory Instrument, etc., include any amendment or re-enactment;
 - (b) one gender include any other gender;
 - (c) persons include corporations;
 - (d) singular includes the plural;
 - (e) clauses are to clauses in this Agreement; and
 - (f) schedules are to schedules in this Agreement.
- 1.3 This Agreement represents the entire agreement between NYC and the PC/TC and supersedes all other undertakings, statements and agreements relating to the provision of the Services.
- 1.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

2. Purpose of Agreement

The Parties agree that the PC/TC shall provide the service of forwarding the charges provided by NYC for the maintenance of the Cemeteries and/or Closed Churchyards in Schedule 1, to the relevant PCC, as set out in Schedule 2 of this Agreement.

3. Period of Agreement

The PC/TC shall provide the Services from the Commencement Date for the duration of the Term subject to the provisions of clause 11.

4. Condition at Commencement Date

NYC makes no warranty or representation as to the future condition, durability or fitness or purpose of the Cemeteries and/or Closed Churchyards beyond the Commencement Date.

5. The PC/TC's Obligations

The PC/TC acknowledges and agrees that it shall, from the Commencement Date, be responsible for forwarding charges for the maintenance of the Cemeteries and/or Closed Churchyards as detailed in Schedule 2 of this Agreement, to the relevant PCC for the Cemeteries and/or Closed Churchyards in Schedule 1.

6. Charges

- 6.1 The Charges for the Services shall be the full and exclusive remuneration in respect of what the PC/TC forward onto the PCC for purpose of maintaining the Cemetery and/or Closed Churchyard in Schedule 1. Unless otherwise agreed in writing by NYC, the Charges shall include every cost and expense directly or indirectly incurred in connection with the proper performance of the Services, as defined in Schedule 2 to this Agreement.
NYC shall have no obligation to reimburse any costs incurred in excess of the agreed Annual Estimated Charges Limit for the relevant Financial Year, under this Agreement.
- 6.2 For the 2026/27 Financial Year, the Annual Estimated Charges Limit will be agreed by the Parties prior to entering into this Agreement and included in Schedule 2. NYC will pay to the PC/TC in respect of the expenditure specified in the Annual Estimated Charges Limit the following amounts on the date specified namely: -
- 6.2.1 On or before 1 July 2026 an amount representing 50% of the total estimate.
- 6.2.2 On or before 1 October 2026 an amount representing 50% of the total estimate.
- 6.3 Without prejudice to clause 6.2, the Annual Estimated Charges Limit will be agreed by the Parties for each Financial Year of this Agreement by following the process outlined in this clause 6.3:
- 6.3.1 The PC/TC shall notify NYC of any estimate of expenditure likely to be incurred by the PCC in the exercise of supplying the Charges during the forthcoming Financial Year. Such estimates shall be prepared in good faith, be reasonably accurate and capable of comparison with expenditure incurred in previous Financial Years. Such estimates shall be sent to NYC no later than the first of November in each year. Such notification shall be on the form provided by NYC for this purpose and shall be accompanied by such details and plans as may be requested by NYC.
- 6.3.2 On receipt of notification in accordance with clause 6.3.1, NYC will, in writing, either approve the estimate of expenditure or dispute it. If disputed, NYC will notify the PC/TC, and the Parties will discuss further. No estimate shall be deemed approved unless expressly confirmed in writing by NYC.
- 6.3.3 Once the estimate of expenditure has been agreed, the Annual Estimated Charges Limit will be confirmed in writing by NYC.
- 6.3.4 Pursuant to clause 6.3.2, if the Parties have not agreed the estimate of expenditure within one (1) month of NYC notifying the PC/TC that it disputes

the PC/TC's proposed estimate, NYC will in its absolute discretion set the Annual Estimated Charges Limit.

- 6.4 Without prejudice to clause 6.2, NYC will pay to the PC/TC in respect of the expenditure specified in the Annual Estimated Charges Limit the following amounts on the dates specified namely: -
- 6.4.1 On or before the first of May in each Financial Year an amount representing 50% of the total estimate.
- 6.4.2 On or before the first of October in each Financial Year an amount representing 50% of the total estimate.
- 6.5 The PC/TC shall keep such accounts as may be necessary and shall submit to NYC a statement showing the transfer of the charges as specified in Schedule 2 to the PCC responsible for the Cemetery and/or Closed Churchyard in Schedule 1, in connection with the supply of the Services during the previous Financial Year. Such a statement shall be on a form provided for the purpose by NYC and shall be returned to NYC no later than the first of May each year. NYC may, on reasonable notice, inspect and/or audit such accounts and supporting documents.
- 6.6 If the expenditure provided in the statement pursuant to clause 6.5 is less than the Annual Estimated Charges Limit for that Financial Year, the PC/TC will return the unspent Charges to NYC in such a way to be decided by NYC and within 20 Business Days of written notification by NYC.
- 6.7 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate as applicable. NYC shall, following the receipt of a valid VAT invoice, pay to the PC/TC a sum equal to the VAT chargeable in respect of the Services. The PC/TC shall indemnify NYC against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on NYC at any time in respect of the PC/TC's failure to account for, or to pay, any VAT relating to payments made to the PC/TC under this agreement.
- 6.8 NYC shall accept and process for payment an electronic invoice submitted for payment by the PC/TC where the invoice is undisputed and where it complies with the standard on electronic invoicing approved and issued by the British Standards Institution from time to time.
- 6.9 The PC/TC shall invoice NYC as specified in this Agreement. Each invoice shall include such supporting information required by NYC to verify the accuracy of the invoice, including the name of the invoicing party, the Charges requested, relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period. Non-compliant invoices will be sent back to the PC/TC which may lead to a delay in payment.
- 6.10 Where the PC/TC submits an invoice to NYC in accordance with clause 6.9, NYC shall:
- 6.10.1 consider and verify the invoice without undue delay;
- 6.10.2 notify the PC/TC promptly if it disputes the invoice or does not consider it to be valid within the meaning of clause 6.11;

- 6.10.3 without prejudice to clauses 6.2 and 6.4, where the invoice is valid and to the extent that it is not disputed, pay the PC/TC any Charges due under the invoice within 30 days of receipt of the invoice by NYC or, if later the due date as stated on the invoice.
- 6.11 For the purposes of clause 6.10
- 6.11.1 an invoice is valid if either it is an electronic invoice in the form required by clause 6.8 or it contains the information required under clause 6.9;
- 6.11.2 an invoice from the PC/TC shall be regarded by NYC as not disputed where NYC fails to verify it without undue delay.
- 6.12 NYC may, without prejudice to any other rights and remedies under the Agreement, withhold, reduce or recover payments in the event of unsatisfactory performance, where expenditure is not properly evidenced or where the PC/TC is otherwise in breach of this Agreement.
- 6.13 Where the PC/TC arranges delivery via a Parochial Church Council, evidence of payment or transfer of funds to the Parochial Church Council shall be sufficient evidence of performance and expenditure under this Agreement.

7. Modifications / Variation

- 7.1 NYC may vary this Agreement upon such terms as may be agreed with the PC/TC.
- 7.2 All variations shall be recorded in writing, signed by a duly authorised signatory of both Parties and attached to this Agreement.

8. Assignment and Sub-Contracting

- 8.1 Neither Party will assign this Agreement or any part of it without the prior written consent of the other Party. Except that NYC may assign, transfer, novate or otherwise dispose of any or all of its rights and obligations under this Agreement to any legal entity with which NYC merges or which is a successor body of NYC by reason of statutory or voluntary reorganisation without the consent of the PC/TC. In this Agreement the PC/TC are only forwarding on the charges, as specified in Schedule 2, to the relevant PCC responsible for the Church in Schedule 1. The PCC or volunteer groups will use the charges to arrange works to be carried out in accordance with Schedule 2 of this Agreement.

9. Liabilities and Insurance

- 9.1 Nothing in this Agreement will exclude or limit the liability of either Party for:
- 9.1.1 death or personal injury caused by its negligence; or
- 9.1.2 fraud or fraudulent misrepresentation.

- 9.2 The PC/TC shall indemnify and hold harmless NYC against all claims, demands, proceedings, damages, costs, charges and expenses arising out of or in connection with the PC/TC's performance or failure to perform its obligations under this Agreement.
- 9.3 No Party is liable to any other Party or to any third party, whether in contract, tort, under statute or otherwise (including each case negligence) or otherwise for any of the following types of loss or damage arising under or in relation to this Agreement:
- 9.3.1 any loss of profits, business contracts, anticipated savings, goodwill or revenue; and/or
- 9.3.2 any indirect or consequential loss or damage whatsoever.
- even if that Party was advised in advance of the possibility of such loss or damage arising.
- 9.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any losses for which it is entitled to be indemnified by or bring a claim against the other Party pursuant to this Agreement.
- 9.5 The PC/TC shall have in place and maintain public liability insurance against its liabilities under this Agreement for death, injury or third party damage for the sum of £10 million in respect of each and every incident in relation to which a claim against it is made.
- 9.6 The PC/TC shall have in place and maintain employer's liability insurance against its liabilities under this Agreement for death, injury or third party damage for the sum of £10 million in respect of each and every incident in relation to which a claim against it is made.
- 9.7 The PC/TC will provide NYC with a copy of the certificate of insurance, if requested.
- 9.8 Each Party will indemnify the other from and against all actions, proceedings, costs, claims and demands whatsoever (including damage to the other's property) arising from the negligence of the other Party, its servants or agents in connection with this Agreement.

10 Breach of Agreement and Termination

- 10.1 Where the Services are not provided in accordance with this Agreement, NYC may, by written notice, request that the PC/TC should remedy the failure.
- 10.2 Without prejudice to any other right or remedy they might have, the Parties may terminate this Agreement in whole or in part by written notice to the other Party with immediate effect if the other Party:
- 10.1.1 is in material breach of any obligation under this Agreement which is not capable of remedy; or

- 10.1.2 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within thirty (30) days of the Party receiving notice specifying the breach and requiring it to be remedied.
- 10.3 The Parties may terminate this Agreement by giving the other Party at least two (2) months' notice in writing, such notice to expire on the anniversary of the Commencement Date.
- 10.4 Upon termination of this Agreement, the PC/TC shall give all reasonable assistance to NYC and return all requested documents, information and data to NYC as soon as reasonably practicable.

11 Data Protection

- 11.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. Each Party shall bear its own costs in relation to compliance with this clause 12 and the Data Protection Legislation.
- 11.2 The PC/TC shall ensure that the PC/TC Personnel shall, in performing its obligations under this Agreement, comply in all respects with the Data Protection Legislation.
- 11.3 The PC/TC shall ensure that the PC/TC Personnel shall not do or permit anything to be done which might jeopardise or contravene NYC's compliance with the Data Protection Legislation.
- 11.3 The Parties shall notify the other if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation in connection with Personal Data processed under this Agreement;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.

12. Freedom of Information and Environmental Information Regulations

- 12.1 The Parties are under a statutory duty which may require the release of information under the Freedom of Information Act 2000 ("FOIA") and or the Environmental Information Regulations 2004 ("EIR"). Such information may include matters relating to or arising out of or under this Agreement. A Party shall be entitled to disclose such information in the event that it receives a request to do so and the other Party shall

assist and cooperate with it to enable it to comply with any information disclosure requirements. Nothing contained in this Agreement or any documents or negotiations relating to this Agreement shall prevent a Party from disclosing any information which (in the Party's reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the FOIA or the EIR.

13. Confidentiality

- 13.1 Each Party shall treat all information belonging to the other Party as confidential and safeguard it accordingly subject to the Freedom of Information Act 2000 and any other statutory, legal or parliamentary obligation placed upon the Parties.

14. Health and Safety

- 14.1 The PC/TC shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, orders, regulations and Codes of Practice as far as they apply to the provision of the Services.

15. New Legislation

- 15.1 Without prejudice to any other clause in this Agreement, where new legislation is enacted during the Term which has the effect of changing the manner in which the Services or any part of the Services is to be provided, the PC/TC shall ensure that the Services are provided in accordance with such legislation.

16. Governing Law and Jurisdiction

- 16.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 16.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning of it

Signed for and on behalf of
THE NORTH YORKSHIRE COUNCIL
acting by:

Authorised Signatory

Name

Position

Signed for and on behalf of
HACKNESS AND HARWOOD DALE GROUP
acting by:

Authorised Signatory

Name

Position

SCHEDULE 1

Cemeteries and/or Closed Churchyards

- 1) St Peter's Churchyard, Hackness, North Yorkshire, YO13 0JN
- 2) St Peter's Churchyard, Red Brow, Langdale End, North Yorkshire, YO13 0BN

SCHEDULE 2

Services and Annual Estimated Charges Limit

Services

Maintaining a closed churchyard

Contribution towards maintaining a closed churchyard which may involve tasks such as grass cutting, strimming and verge maintenance, removal of litter and minor vegetation clearance and visual monitoring of obvious defects for reporting purposes only. Maintenance shall not include any structural repairs, memorial stability works, tree safety works or works to walls, fences, gates or drainage.

...

Annual Estimated Charges Limit

The Annual Estimated Charges Limit will be agreed by the Parties each year of this Agreement.

The Annual Estimated Charges Limit for the 2026/2027 Financial Year is:

£1,156.88 excluding VAT

**MINUTES OF ANNUAL ASSEMBLIES FOR THE PARISHES OF BROXA CUM TROUTSDALE,
DARNCOMBE CUM LANGDALE END, HACKNESS, HARWOOD DALE, SILPHO, AND
SUFFIELD CUM EVERLEY HELD IN HACKNESS VILLAGE HALL
ON FRIDAY 8th MAY 2026 AT 7pm**

Due to the late arrival of the Clerk to the Parish Council, the meeting was not called to order until 7.17pm.

Present & able to vote as on electoral roll for parish:

P Chapman (Suffield), D Dickinson (Silpho), A Edwards (Hackness), P Foxton (Silpho), M Hugill (Hackness), J. McCormick (Harwood Dale), 2 parishioners from Harwood Dale, 3 parishioners from Suffield.

In attendance but unable to vote as not on electoral roll for parish:

Mrs J Marley (Clerk to the Parish Council) to take minutes.

P. Foxton as the Chairman of the Parish Council was Chairman of the Assembly.

A1/26 ELECTION OF CHAIRMAN

Not necessary as Chairman of the Parish Council (P. Foxton) present.

A2/26 APOLOGIES FOR ABSENCE None.

A3/26 MINUTES

The Minutes of the Annual Assemblies held on 9th May 2025, having been confirmed as accurate at a Parish Council meeting held on 11th July 2025, [*Minute 22/25 refers*], were **approved** and signed by P. Foxton.

A4/26 PUBLIC OPEN FORUM

No matters raised.

There being no other matters raised, the Chairman declared the meeting closed at 7.19pm.

J. McCormick (Chairman)

7th May 2027