

## QUEEN'S PARK COMMUNITY COUNCIL

Minutes of a meeting of the **NEIGHBOURHOOD PLANNING COMMITTEE** held on **Wednesday 9<sup>th</sup> December 2015 at 6.30pm at Office 1, Beethoven Centre, Third Avenue, London W10 4JL**

**PRESENT** Cllrs Musa Ahmed, Ryan Dalton, Joe Fernandes, Gill Fitzhugh (Chairman), Julius Hogben

Also in attendance: Mike Simpson – Director

### **DISCLOSURE OF INTERESTS**

To deal with any disclosure by Members of any dis-closable pecuniary interests and interest other than pecuniary interests, as defined under Queen's Park Community Council's Code of Conduct and the Localism Act 2011, in relation to matters on the agenda.

There were none

### **ELECTION OF CHAIRMAN**

**RESOLVED** that Cllr Gill Fitzhugh is Chair of the Committee

### **ELECTION OF VICE CHAIRMAN**

**RESOLVED** that Cllr Musa Ahmed is Vice Chair of the Committee

### **MINUTES**

Minutes of the Environment and Planning meeting – 21<sup>st</sup> October 2015

**RESOLVED** that the minutes of the Environment and Planning Meeting held on 21<sup>st</sup> October 2015 be taken as read, confirmed as a correct record and signed by the Chairman.

### **COMMUNITY ASSET TRANSFER**

Report from Chair on the Council's list and to agree next steps

The Chair informed the Committee that the Council has to resubmit all their applications to nominate assets of community value, which have to be done individually. An application to list Queen's Park Hall had been made by the Chair which the Committee agreed should be registered. The Committee also agreed that the Flora Pub should be registered as the only remaining pub in Queen's Park. The current lease for the pub ends in January 2016 and its future is uncertain

**RESOLVED** that the Flora Pub on Harrow Road should be registered as an asset of community value.

### **NEIGHBOURHOOD PLAN**

To review and make any decisions about the Neighbourhood Plan contract

The Director explained that although there was an agreement between Publica and the Council to carry out work on the Queen's Park Neighbourhood Plan, this had to be formalised

**RESOLVED** that the contract with Publica to carry out work on the Queen's Park Neighbourhood Plan (appendix 1) is agreed and signed by the Council. (Cllr Fernandes voted against and Cllr Ahmed abstained)

To discuss a grant from locality and next steps

The Chair explained that an application to Locality for expert advice on writing the Neighbourhood Plan had been accepted. However, an application for £7,000 to locality to write the Neighbourhood Plan has also been submitted.

**PLANNING APPLICATIONS**

**RESOLVED** that the Council has no objection to the erection of a rear single-storey infill extension at ground floor, new rooflight and repositioning of existing rooflight in closet wing roof at 78 Marne Street (15/09977/FULL)

**RESOLVED** that the Council objects to the erection of a single storey rear infill extension, installation of three rooflights in rear roof slope in connection with loft conversion at 24 Huxley Street as it is not in keeping with the surrounding area (15/10374/FULL)

**RESOLVED** that the Council has no objection to the conversion of the current refuse store into a plant enclosure and relocation of cycle store at the RB building on 587 Harrow Road (15/07977/FULL)

Meeting ended at 8pm

Appendix 1 –

Proposed scope of work for Queen's Park Neighbourhood Plan

Task	Description	Proposed outputs	Who	Period	Indicative fee/funding	Status 8.6.2015
<b>A1</b>	Review meetings with members of QPCC Neighbourhood Plan steering Group Interim meetings to be held at Publica with QPCC intern 3rd party/liasion meetings	Monthly meeting  Fortnightly meeting  Up to 2 additional meetings per month	Review meetings to be held with a director/ projects director/ project coordinator, other meetings with project coordinator with occasional director level input/attendance		INCLUSIVE	Completed  Completed  Completed
<b>A2</b>	Publica will provide advice to Queen's Park Forum's intern/ project assistant. This will include a fortnightly internal project meeting	Fortnightly meetings. Ongoing project advice and support	Project coordinator		INCLUSIVE	Completed
<b>A3</b>	Assistance with preparation of material for match funding application from the GLA High Street Fund	Assisting QPCC with reviewing and providing text and images for the application	Director, with project coordinator input		PRO BONO	Completed

<b>B1</b>	Engagement strategy advice	Assist with ideas and guidance for the engagement strategy for the neighbourhood planning process with QPNC	Project coordinator.	June - August 2014	£500 (Invoiced)	Completed
<b>B2</b>	Engagement Outcomes Analysis	Analysis of qualitative and quantitative data.  Drawing out ideas and sites from engagement outcomes	Project coordinator, project assistant/ researcher with director input	December 2014 - ongoing	£2,500 (£1,500 Locality already invoiced, £1,000 HSF)	Started - Ongoing






<p><b>C1</b></p> <p>Local Area Survey and Mapping</p>	<p>Area survey covering Queen's Park Forum Area (including reference to wider area of influence where applicable) to form evidence base for Neighbourhood Plan</p>	<p>Detailed site analysis using maps, diagrams &amp; photographs. Areas of study to include:</p> <ul style="list-style-type: none"> <li>- Land use</li> <li>- Social infrastructure</li> <li>- Amenity</li> <li>- Play, sports and recreation</li> <li>- Existing public, open and green space analysis</li> <li>- Development context</li> <li>- Routes and connections</li> <li>- Transport and access</li> <li>- High street and shopping</li> </ul>	<p>Project coordinator, urban designer, project assistant with director input.</p> <p><i>This task benefited from the help of community volunteers</i></p>	<p>First phase: June - December 2014</p> <p>Second phase: April-June 2015</p>	<p>£10,000 (£3,000 Locality invoiced, £7,000 HSF)</p>	<p>Completed</p>
<p><b>C2</b></p> <p>Policy</p>	<p>Outlining existing policy and guidance.</p>	<p>- Identification of key Westminster, London, and national legislation and policies and guidance</p> <p>- Review and case studies of key elements of other emerging and recent neighbourhood plans.</p> <p>- 2 meetings with Tom Kimber or other WCC officers</p>	<p>Urban designer, researcher with specialist associate</p> <p><i>* Note: Additional direct support from Locality or other planning services should be sought for drafting and consulting on policy in later stages</i></p>		<p>£2,000</p> <p>Not instructed or charged</p>	<p>Ongoing</p> <p>Completed</p> <p>Not started</p>

<p><b>D1</b></p> <p>Assistance with setting up the High Street Shop - See B3</p>	<p>Design and coordination regarding upgrades to shop unit for the delivery of community workshops and events</p>	<p>Designs for window or other spaces/ exhibition boards as appropriate</p>	<p>Project coordinator with director input</p>	<p>May-June 2015</p>	<p>£500 HSF</p> <p><i>Excludes printing, materials and workmanship costs</i></p>	<p>Completed</p>
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D2 Harrow Road study retailers booklet	Compiling field work, precedents and community ideas relating to the Harrow Road Creating a set of recommendations and design considerations for high street units	A stand alone booklet but also a chapter of Included in the Neighbourhood Plan	Project coordinator, urban designer, project assistant with director input	June- August 2015	£5,000 WCC/QPCC	Ongoing
<b>Phase D Additional work</b>						
D3 Additional graphic design time	Production of leaflets, posters, postcards and banner to support On The Street, including logistics of requesting quotes, ensuring delivery, proofing, etc	Leaflets, posters, postcards, Banner	Graphic designers with project coordinator with director input	June-July 2015	£350	Completed

CONTINUED OVERLEAF

-  High Street Funding
-  Additional work undertaken
-  Tasks that require QPCC/match funding

# Publica

QUEEN'S PARK NEIGHBOURHOOD PLAN, PUBLICA REVISED SCOPE OF WORK, 9 JULY 2015

Task	Description	Proposed outputs	Who	Period	Indicative fee/ funding	Status 8.6.2015
E1 Vision and Principles	Developing a vision and strategic principles for the NP area	Incorporated in the final neighbourhood plan document	Project coordinator with director input.	TBC	INCLUSIVE	Not started
E2 Identification and Designation of Sites	Identification of potential Neighbourhood plan sites.	Baseline assessment and documentation of existing assets, potential areas for proposals and possible development sites.  Production of a tabulation of potential projects	Project coordinator, urban designer, project assistant with director input.	TBC	£500 HSF  £4,500 QPCC  £1,500 QPCC/ match funding	Ongoing – not instructed
<b>Phase E Additional work</b>						
E3	Production of Interim Report to include Engagement findings, Survey, Vision, Objectives and NP recommendations (as base for policy drafting)	Excludes policy drafting		September 2015	£2,750	Not instructed
E4	Policy drafting	By others, using Publica's evidence base and interim report				QPCC to organise
E5	Consultation	By others, following policy drafting				QPCC to organise
<b>Total High Street Funding</b>	<b>£16,000</b>	<b>Total Tasks requiring QPCC/ match funding + additional services</b>	<b>£15,300</b>	<b>Subtotal required to complete this stage</b>	<b>£31,300</b>	



High Street Funding

Additional work undertaken

Tasks that require QPCC/match funding



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QUEEN'S PARK NEIGHBOURHOOD  
PLAN, PUBLICA REVISED SCOPE OF  
WORK, 9 JULY 2015

Task	Description	Proposed outputs	Who	Period	Indicative fee
<b>Phase F</b>	<b>Precedents and Proposals</b>			TBC	
<b>F1</b> Case Studies and Precedents	Research on successful case studies of similar proposals, across a range of themes. For discussion with QPCC, NP steering committee, stakeholders and used to inform ongoing consultation	Drawings, diagrams and photographs of key case studies	Project coordinator, Project assistant	TBC	TBC
<b>F2</b> Proposals	Drawn briefs for potential development and proposals for four identified sites	-Proposals map -A series of options for 4 key sites -Illustrative proposals via sketch plans and views, outlining strategic ideas	Project coordinator, urban designer, project assistant with director input	TBC	TBC
<b>Phase G</b>	<b>Production of neighbourhood plan</b>				
<b>G1</b> Editorial	Following consultation, Publica to coordinate with QPCC on production of final report for referendum	Editorial on final Neighbourhood Plan report	Project co-ordinator and graphic designer with director input	TBC	TBC

■ High Street Funding

■ Additional work undertaken

■ Tasks that require QPCC/match funding

*NB: All figures plus VAT, terms and conditions apply. Any additional services to be agreed and charged for separately*

*Note a/*Preparation of presentation materials is outwith this proposal. Preparation and printing costs for any presentation materials to be met by client  
*Note b/* OS base map with license for use to cover agreed red-line boundary to be provided by client. If necessary, Publica can procure and recharge. For Publica's Terms and Conditions see:  
<http://publica.co.uk/termsandconditions.html>

Publica Associates Limited, April 2011

## Terms and Conditions

This document contains the terms and conditions on which basis we will supply any services to you

Under a fee proposal or otherwise (Services). Please read these terms and conditions carefully. You

should understand that by instructing us, you agree to be bound by these terms and conditions, which

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conditions and any fee proposal, these terms and conditions shall take precedence.

1.1

We are Publica Associates Limited, a company registered in England and Wales under company

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and provide detailed design advice on the integration of new development.

1.3 We are not architects and do not provide architectural services.

2.1 By instructing us to provide you with our Services for any project, you agree to engage us on an exclusive

basis in respect of the Services or any similar services for the agreed term of the project set out in any

relevant fee proposal.

2.2 We may, however, at our sole discretion where we are (a) not retained to complete a particular project;

or (b) not retained after the pitching stage for a project agree to licence all or part of our work to you or

a third party for further use, for a fee to be agreed based on prevailing market rates.

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3.1 Upon receiving an enquiry from you in respect of the provision of any Services, we shall send you

a fee proposal including details of our fees for the Services to be provided to you. If you instruct us to

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commence the Services, this will constitute acceptance of the fee proposal by you as legally binding upon

you.

3.2 All invoices must be paid by you within 14 days of presentation.

~~We reserve the right to charge additional fees for meetings or other work on a daily~~  
3.3 rate where the

number of meetings or other work exceeds what was expressly agreed and/or referred to in the fee

proposal. There will also be a charge to you for expenses and disbursements, including printing costs,

incurred by us. We will notify you of such costs in advance and then annex them to the fee proposal.

4 .1 The fee proposal shall also provide details of any deadlines agreed between us.

4 . 2 Both parties will be obliged to meet the deadlines contained in the fee proposal (including in respect of submission by you of comments) unless we mutually agree otherwise to extend any deadline in writing.

4 . 3 Each party will endeavour to meet their deadlines by applying their reasonable time, skill, care and

attention for any particular work and keeping in regular contact with the other party. Any matter that party as soon as reasonably practicable.

5.1 In addition or separate to the Services we provide, we may agree to collaborate with you to pitch

for any contracts. To that extent, you shall work to an agreed schedule and to deliver the required

elements of the pitch proposal. These terms and conditions shall, as relevant, also govern our

relationship in respect of any pitch proposal. Our work on any such proposal shall fall within the

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5.2 \_\_\_\_\_

lead in any pitch, primary decision-making, and management responsibilities, such as agreeing and

signing-off documents, shall lie with us and where you are the lead in any pitch, primary decision-

making and management responsibilities shall lie with you. Our advice is to be recognised through the pitch process.

5.3 In the event a contract is awarded subsequent to a pitch, you will only provide the pitched-for services

in conjunction with us and not alone or otherwise to the exclusion of us, unless we agree otherwise. In

the event that you continue with the pitched-for services without our involvement, you shall be liable

to meet all our fees and costs incurred up until the date our involvement ceases.

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Services shall be owned by us and such rights shall be licensed to you as is necessary to enable you

to make reasonable use of the Services. Any license to you under this clause shall be on a non-exclusive,

non-transferable worldwide basis. The term shall include all patents,

rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade,

business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing

off, unfair competition rights, rights in designs, rights in computer software, database rights, topography

\_\_\_\_\_ (including know-how and trade secrets) and any

other intellectual property rights, in each case whether registered or unregistered and including all

applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms

of protection in any part of the world.

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6 . 2 You acknowledge that, where we do not own a part of the materials provided as part of the Services, your right to continue to use such materials may be conditional upon us obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to continue to license such rights to you. To the extent that we are not able to procure such continued licence, you acknowledge that you shall have no cause of action against us.

6 . 3 We retain the entire copyright in our work, content, and materials, for any project at all times throughout the world.

6 . 4 You and any third party may only distribute our work or content with prior written consent from us. This includes draft documents may not be circulated without our prior written consent.

6 . 5 You shall be responsible to us (and indemnify us in full) for any breach of our Intellectual Property

\_\_\_\_\_ (Including any third parties (e.g. architects) involved in any project but not directly retained by us).

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7. 1 In the event of agreeing to provide you with our Services, including any pitched-for service, you

\_\_\_\_\_ our Services to you ( including in any publication or marketing material), irrespective of whether we continue to be involved in any project.

7. 2 Separately, we shall have the right to refer to our participation in a project in any of our showreels or other marketing or promotional material. At our discretion, we may decide not to exercise these rights.

8.1

result of the provision of providing the Services, you covenant that you shall not during the term of any

project or for a period of 24 months after termination of a project, directly or indirectly and whether alone

(a) solicit or entice away (or attempt to solicit or entice away) any person employed or engaged by

us at any time during the term of any project;

(b) solicit or endeavour to entice away from us a client with a view to providing services to that client

in competition with our business; or

(c) cause any third party to reduce the amount of business transacted between the third party and us

or to seek to change the terms of such business in a manner adverse to our business.

Each of the restrictions in this clause 8 is intended to be separate and severable.

8.2 If any of the restrictions

shall be held to be void but would be valid if part of their wording were deleted, such restriction shall

apply with such deletion as may be necessary to make it valid or effective.

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We cannot give any warranties or representations in relation to the designs for any project, that any designs will be of satisfactory quality or that planning permission for any project will be obtained and any such warranties are disclaimed by us absolutely.

10 You undertake that you shall not at any time during the term of this agreement  
.2 and for a period of 5

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business or affairs, including information relating to our operations, clients, customers, processes,

plans, product information, know-how, designs, trade secrets, software, market opportunities and customers

10.3

(a) who need to

know such information for the purposes of carrying out their obligations under this agreement,

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as may be required by law, court order or any governmental or  
(b) regulatory authority; or

to the extent that such information is already in the public domain other  
(c) than by reason of a breach

of legal or regulatory obligation by either party or by a third party.

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you or to be implied from these terms and conditions.

11 If you cancel the agreement between us, you must inform us in writing. Upon  
.1 cancelling the agreement,

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11 You must also return any items we have provided to you to us immediately, in



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.2 the same condition in

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which you received them, and at your own cost and risk. If you fail to comply with this obligation, we

may have a right of action against you for compensation.

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\_\_\_\_\_ notice of default on the defaulter requesting it to cure the breach within 15 days from the date of the notice, failing which the non-defaulting party shall be entitled forthwith to terminate this agreement.

1 2 . 2 \_\_\_\_\_ not curable, then the non-defaulting party shall be entitled to terminate this Agreement upon serving

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- (a) a material breach of these terms and conditions;
- (b) a breach in payment obligation under these terms and conditions amongst the parties;
- (c) the existence of fundamental creative or ethical differences between the parties;
- (d) any representation or warranty proving to be incorrect and such representation or warranty having
- (e) either party ceasing to function as a going concern or to conduct its operations in the normal course of business;
- (f) either party being declared bankrupt, insolvent or subject to an order of the court for attachment of its assets, including and not limited to suspension of operation of business/bank accounts;
- (g) either party being subject to winding up proceedings whether voluntary or involuntary or an order of the court being made for the appointment of a liquidator or receiver to manage the assets/affairs of such party; or

(h) either party being acquired by any third party or the government or undergoing a merger.

12 . 4 Strictly subject to the provisions of clause 12.5, upon termination of this agreement for any reason

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(a) return to the other party all documents and any other materials related to the Services as may have been supplied by the other party which remain in their possession or control within 14 days, except for those documents which they are required to retain according to the law of their country of operation or incorporation.

12 .5 against any sums owing under outstanding invoices or otherwise.

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3 . 1 This agreement is binding on us and on our respective successors and assignees.

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3 .2 You may not transfer, assign, charge or otherwise dispose of this agreement, or any of your rights or

obligations arising under it, without our prior written consent.

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3 .3 We may transfer, assign, charge, sub-contract or otherwise dispose of this agreement, or any of our rights

or obligations arising under it, at any time during the term of this agreement.

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4 .1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our

obligations that is caused by events outside our reasonable control (Force Majeure Event).

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4 . 2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our

reasonable control and includes in particular (without limitation)\_\_\_\_\_

(a) strikes, lock-outs or other industrial action;

(b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

(c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

(d) impossibility of the use of public or private telecommunications networks; and

(e) the acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

15.1 If we fail, at any time, to insist upon strict performance of any of your obligations under these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

15.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

15.3 \_\_\_\_\_ a waiver and is communicated to you in writing.

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If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17.1 These terms and conditions and any document expressly referred to in them constitute the whole

agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to a particular project.

17.2 We each acknowledge that, in entering into this agreement, neither of us relies on, or will have any

remedies in respect of, any representation or warranty (whether made innocently or negligently) that is

not set out in these terms and conditions or the documents referred to in them.

Each of us agrees that our only liability in respect of those representations and  
17.3 warranties that are set

out in this agreement (whether made innocently or negligently) will be for breach of contract.

17.4

18.1

in market conditions affecting our business, changes in technology, changes in payment methods,

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18.2 You will be subject to the policies and terms and conditions in force at the time that you instruct us for

our Services, unless any change to those policies or these terms and conditions is required to be made

by law or governmental authority ( in which case it will apply to instructions previously made by you),

or if we notify you of the change to those policies or these terms and conditions before we send you

the Schedule ( in which case we have the right to assume that you have accepted the change to the

terms and conditions, unless you notify us to the contrary within seven working days of receipt by you

of the Schedule).

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Any dispute or claim will be governed by English law and will be subject to the exclusive jurisdiction

of the courts of England and Wales.



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# Publica

10 – 11 CLERKENWELL GREEN

LONDON

EC1R 0 DP

+44 (0)20 7490 3986

MAIL@PUBLICA.CO.UK

WWW.PUBLICA.CO.UK