

PENZANCE COUNCIL – 20 JULY 2026**REPORT FOR DECISION****CREATION OF A NEW PARTNERSHIP BOARD TO PROMOTE REGENERATION
IN THE PENZANCE PARISH**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
✓		✓		✓	✓	✓

Recommendation:

1. The creation of a new Partnership Board to promote regeneration in the Penzance Parish be supported.
2. An exercise be undertaken to identify any staffing and funding resources required to facilitate the establishment and effective operation of said Board.

Background:

The first Penzance Regeneration Partnership (PRP) was established in the aftermath of the damage caused by the February 2014 storms, bringing stakeholders together to agree a recovery and regeneration strategy. Funded by Section 106 money from the Sainsbury's development at Long Rock, the PRP commissioned a Spatial Strategy, which went on to provide the rationale and evidence base underpinning the successful bid for Town Deal funding, and also informed much of the Penzance Neighbourhood Plan. The PRP continued to meet regularly over many years, but effectively ceased to do so with the creation of a Town Deal Board (with similar membership) to oversee the implementation of the Town Deal projects.

As the Town Deal programme nears its end, the current Town Deal Board is due to be wound up, with its final meeting scheduled for November 2026.

With that in mind, the Town Deal Board meeting of 12 February 2026 unanimously agreed to set up a working group to explore the options for establishing a "Regen 2.0" partnership.

The working group, which had input from the current and former Mayor and from the Town Clerk, reported back to the Town Deal Board meeting of 4 June 2026 in the form of a discussion paper. That paper outlined a new body with an expanded membership, in turn reflecting a broader vision of “regeneration” encompassing issues like health and social inequalities, younger people, housing, education and training – alongside the more traditional “regeneration” issues addressed by the original PRP.

The general feeling among Town Deal Board members was that this expanded scope would help address some of the long-standing issues in the community that cannot be resolved purely through regeneration of buildings and infrastructure, especially within some of the harder-to-reach places and groups in the Penzance Parish.

It is intended that the new body would include representatives from Penzance Council, alongside serving Cornwall Councillors representing divisions within the Parish and other representatives from key stakeholder groups. The working group is now tasked with developing terms of reference for the new body, which will be brought to a future meeting of Penzance Council (and to the Town Deal Board) for approval.

However, given the central role intended for Penzance Council, it has been decided to seek Members’ support firstly for its creation, and secondly for instructing the Town Clerk to identify any associated staffing and funding resources which might be necessary.

That authority is required firstly because the new Board is not intended to be a fund-holding body, and as such will not be able to draw on its own resources; and secondly because unlike the PRP, there is no earmarked funding to support the new body.

The resources involved are expected to be relatively limited, being confined mainly to facilitation of meetings. A report on any proposed resource allocation will be submitted to a future meeting of Penzance Council.

Establishing this new body would enable key stakeholders to work together, avoiding duplication of effort and competition for scarce funding resources. Active involvement and support on the part of Penzance Council would help ensure that local initiatives are aligned with the Council’s ethos and values, giving locally accountable representatives a voice in the future trajectory of the Parish.

James Hardy
Town Clerk

PENZANCE COUNCIL – 20 JULY 2026**REPORT FOR DECISION****UK PARTNERS AGAINST CRIME (UKPAC) – PARISH WIDE PARTICIPATION
AND ENCOURAGING LOCAL BUSINESS UPTAKE**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
				✓		✓

Recommendation:

1. The work of the Penzance BID, to encourage businesses to join the UKPAC initiative and help reduce crime across the Parish, be supported.
2. Councillors and officers be requested to engage with the appropriate business owners and to encourage participation in the scheme

Background:

Until recently, local BID towns such as Penzance and St Ives participated in 'DISC', a crime information-sharing system for UK businesses. UKPAC has now been introduced, with the aim of enabling businesses—regardless of size or location—to work together to address antisocial and criminal behaviour in real time.

UKPAC builds on the DISC platform but offers a more structured, partnership-focused approach to sharing information between businesses, councils, and police. It enables real-time communication around issues such as anti-social behaviour, retail crime, violence, and vulnerability, allowing for earlier identification of emerging risks.

The key benefits include:

- Improved intelligence sharing: Businesses can report incidents quickly, building a shared intelligence picture that helps police and partners identify repeat offenders, hotspots, and patterns of behaviour.
- Early intervention and prevention: The system supports proactive problem-solving, enabling action to be taken before issues escalate.
- Stronger partnership working: It provides a consistent platform for communication between local businesses, council teams, and police, improving coordination and joint responses.

- Enhanced safeguarding: Greater visibility of vulnerability and concerning behaviours allows for more effective protection of individuals at risk.
- Evidence-based decision-making: Access to structured data supports tasking, resource deployment, and longer-term planning.

Overall, access to this system would significantly enhance our shared understanding of demand, risk, and community concerns across Penzance, supporting a more proactive, partnership-led approach to keeping people safe.”

Following a number of partnership meetings and utilising funding from the Office of the Police and Crime Commissioner, UKPAC is currently offering free membership for a twelve month period and the further roll out is supported by the Business and Crime Prevention Officer and our Sector Inspector.

To date DISC has only been available in BID areas but with the support of the Penzance BID Manager there is now the opportunity to roll out UKPAC across the Parish, with potential for targeted support and sign up across Newlyn, Mousehole and the wider Parish.

Penzance Council support is sought for local engagement to promote and encourage uptake of the scheme. UKPAC provides a significant improvement in sharing community intelligence directly with the Police and partners, enabling real-time communication around issues such as anti-social behaviour, retail crime, violence, and vulnerability, allowing for earlier identification of emerging risks.

James Hardy
Town Clerk

PENZANCE COUNCIL – 20 JULY 2026**REPORT FOR DECISION****DEED OF EASEMENT FOR ACCESS TO ST MARYS CHURCH OF ENGLAND
SCHOOL PLAYING FIELD**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
		✓				✓

Recommendation:

1. The deed of easement between the Penzance Town and Cornwall Councils in respect of Access to St Mary's Church of England School Playing Field, as set out at Appendix 1 to this report, be completed and entered into.
2. Subject to (1.) above, the common seal of the Council be affixed to said deed by the Town Clerk in the presence of two Councillors who shall sign as witnesses.

Background:

It is understood that Cornwall Council is intending to transfer the ownership of the St Mary's CofE School Playing Field to the School and, as a part of this process, has requested that Penzance enter into a deed of easement to confirm the future arrangements which will allow the School to access the site.

The proposed deed of easement is therefore set out at Appendix 1 to this report and is presented for approval prior to being entered into. As it is necessary to apply the common seal of the Council, a resolution of the Council is required.

Appendix 1 – Proposed Deed of Easement for Access to St Mary's CofE School Field

Elliot Ridington
Democratic Services and Governance Officer

Dated 2026

Deed of Easement

Relating To

Accessway to land lying to the east of Glen (St Mary's CofE Primary School Playing Field), Trewithen, Trewithen Road, Penzance, TR18 4LS

1) PENZANCE TOWN COUNCIL

and

2) THE CORNWALL COUNCIL

Legal Services, Cornwall Council

Fourth Floor, North Wing, County Hall, Truro, Cornwall, TR1 3AY

HS/071173

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THIS DEED is dated _____ 2026

PARTIES

- (1) **PENZANCE TOWN COUNCIL** whose principal office is at Penlee Centre, Penlee Park, Penzance, TR18 4HE (the **Grantor**); and
- (2) **THE CORNWALL COUNCIL** whose principal office is at New County Hall, Treyew Road, Truro, TR1 3AY (the **Grantee**)

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this Deed.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Accessway: the private roadway forming part of the Grantor's Property and is shown coloured brown on the Plan. The footpath, part of which forms part of the Grantor's Property shown coloured yellow on the Plan.

Conditions of Entry:

- a. Telephone call to the Leisure and Amenities Team on 01736 363405 to notify of access;
- b. all reasonable endeavours are to be made to give one week's notice to ensure access can be facilitated. In the event that less notice is given, access cannot be guaranteed;

- c. speed limit of 5mph must be observed throughout the park;
- d. any vehicle fitted with a flashing safety light must use this, otherwise vehicles are to use hazard lights;
- e. all vehicle movements are to be accompanied by a "banksman" walking in front of the vehicle until within the Grantee's Property.

Deed of Covenant: a deed of covenant in favour of the Grantor or the owner or owners from time to time of the Grantor's Property or any part of it containing covenants in the same terms as the Grantee's Covenants, with such minor modifications as the parties may agree.

Grantee's Covenants: the covenants on the part of the Grantee set out in this Deed including, but not limited to, those set out in Schedule 2 and the indemnity in clause 7.

Grantee's Property: the freehold property at land lying to the east of Glen, Trewithen, Trewithen Road (known as St Mary's CofE Primary School Playing Field), Penzance, TR18 4LS shown edged blue on the Plan and registered at HM Land Registry under title number CL251496.

Grantor's Covenants: the covenants on the part of the Grantor set out in this Deed including, but not limited to, those set out in Schedule 3.

Grantor's Property: the freehold property at all that land shown at Penlee Park Memorial Garden, Penlee Park, Morrab Road, Penzance, TR18 4EP shown edged red on the Plan and comprised in a conveyance dated_____ and

made _____ between
 (1) _____ and
 (2) _____ and each and
 every part of it.

Plan: the plan annexed to this Deed.

Reserved Rights: the rights set out in Schedule 4.

Rights: the rights set out in Schedule 1.

VAT: value added tax chargeable in the UK.

- 1.2 Unless expressly provided otherwise in this Deed, any reference to the **Grantor** or **Grantee** shall include that party's personal representatives and successors in title.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this Deed and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.11 A reference to **writing** or **written** excludes fax but not email.
- 1.12 Any obligation in this Deed on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. GRANT

- 2.1 In consideration of £1 (exclusive of VAT) paid by the Grantee (the receipt of which the Grantor acknowledges) and the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
 - (a) subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this Deed; and
 - (b) in common with the Grantor and any other persons authorised by the Grantor or lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. GRANTOR'S COVENANTS

The Grantor covenants with the Grantee so as to bind the Grantor's Property and each and every part of it, for the benefit of the Grantee's Property and each and every part of it, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. GRANTEE'S COVENANTS

The Grantee covenants with the Grantor so as to bind the Grantee's Property and each and every part of it, for the benefit of the Grantor's Property and each and every part of it, that the Grantee and its successors in title shall at all times observe and perform the Grantee's Covenants.

5. HM LAND REGISTRY

5.1 The Grantor consents to any restrictive covenants entered into in this Deed by the Grantor being noted against the [PLEASE PROVIDE DETAILS OF RELEVANT DEED] to the Grantor's Property.

5.2 The Grantee consents to:

- (a) the registration of the Rights on the registered title to the Grantee's Property; and
- (b) any restrictive covenants entered into in this Deed by the Grantee being noted against the registered title to the Grantee's Property.

5.3 On completion of this Deed the Grantee shall:

- (a) apply to HM Land Registry to register the Rights and to enter a notice of any restrictive covenants against the registered title to the Grantor's Property; and
- (b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this Deed against the registered title to the Grantee's Property and to enter the Rights in the property register of the Grantee's title as appurtenant rights.

5.4 The Grantee shall promptly give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, once the Rights and any restrictive covenants made by the Grantor and the Grantee have been properly and correctly entered against the respective titles.

6. RESERVATION OF RIGHTS

The Grantor reserves the Reserved Rights for itself, its successors in title and all other persons authorised by it to benefit from the same.

7. INDEMNITY

7.1 The Grantee shall indemnify the Grantor against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- (a) the exercise of the Rights;
- (b) any breach of any of the other Grantee's Covenants; or
- (c) any breach of the terms of this Deed.

8. EXTENT OF LIABILITY

8.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this Deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

8.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this Deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

8.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in paragraph 3 of Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.

8.4 Subject to clause 8.5, the Grantor is not liable for:

- (a) the death of, or injury to the Grantee, its employees or invitees; or

- (b) damage to any property of the Grantee or that of the Grantee's employees or invitees; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Grantee or the Grantee's employees or invitees in the exercise or purported exercise of the Rights.

8.5 Nothing in clause 8.4 shall limit or exclude the Grantor's liability for:

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

9. VAT

9.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 9.3, the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this Deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

9.2 Every obligation on the Grantee, under or in connection with this Deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT.

9.3 The Grantee shall not be required to make any payment of VAT unless and until the Grantor provides the Grantee with a valid VAT invoice addressed to the Grantee.

10. NO TRANSFER OF GRANTEE'S PROPERTY WITHOUT DEED OF COVENANT

10.1 The Grantee covenants with the Grantor, for the benefit of the Grantor's Property and each and every part of it, not to transfer the whole or any part of the Grantee's Property without first procuring that the disponent enters into a Deed of Covenant with, and supplies

the same to, the owner or owners from time to time of the Grantor's Property or any part of it.

- 10.2 The Grantee consents to the entry of the following restriction against the title to the Grantee's Property at HM Land Registry following the registration of this Deed and shall provide the Grantor with all necessary assistance and documentation to permit entry of the restriction:

"No transfer of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the applicant for registration or their conveyancer that the provisions of Clause 10.1 of this Deed of Easement for accessway to land lying to the east of Glen, Trewithen, Trewithen Road, Penzance, TR18 4LS have been complied with."

11. THIRD PARTY RIGHTS

- 11.1 Except as expressly provided in clause 11.2, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
- 11.2 In addition to the parties to this Deed, the following provisions of this Deed may be enforced by the persons specified in this clause:
- (a) the Grantor's Covenants may be enforced by the owner or owners for the time being of the Grantee's Property or any part of it; and
 - (b) the Grantee's Covenants may be enforced by the owner or owners for the time being of the Grantor's Property or any part of it.

12. GOVERNING LAW

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

13. JURISDICTION

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

This agreement has been entered into as a deed on the date stated at the beginning of it.

SCHEDULE 1 - The Rights

1. The right for the Grantee and its successors in title and those authorised by it or them, in common with the Grantor and other persons having the same or a similar right, to pass along the Accessway to gain access to and egress from the Grantee's Property but not for any other purpose:
 - (a) on foot along the route coloured yellow on the Plan
 - (b) from Monday to Friday between the hours of 8:00am and 4:00pm only with vehicles and machinery along the route coloured yellow and brown on the Plan in accordance with the Conditions of Entry.

SCHEDULE 2 - Grantee's covenants

The Grantee shall:

1. STATUTORY REQUIREMENTS

- 1.1 Comply with all laws governing the exercise of the Rights.

2. DAMAGE

- 2.1 Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. NUISANCE

- 3.1 Not cause any nuisance, annoyance or disturbance to the Grantor or the occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

4. OBSTRUCTION OR WASTE

- 4.1 Not obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Grantor.

5. COSTS IN THE EVENT OF BREACH

- 5.1 Pay to the Grantor on written demand all costs incurred by the Grantor in complying with any of the Grantee's Covenants provided that, in the event of non-compliance, the Grantor has first served on the Grantee written notice of the breach and the Grantee has failed to rectify the breach within 21 days of service of that notice.

6. TYPE OF VEHICLE

- 6.1 Exercise the Rights with such vehicles to transport sport's equipment only.

SCHEDULE 3 - Grantor's covenants

The Grantor shall:

1. INTERFERENCE WITH RIGHTS

Subject to the Reserved Rights, not do anything or allow anything to be done on the Grantor's Property that interferes with or obstructs the exercise of the Rights by the Grantee.

2. REPAIR

Keep the Accessway in reasonable repair and condition and clean, and free from obstruction.

SCHEDULE 4 - Reserved Rights

The Grantor reserves the following Reserved Rights:

1. RIGHT TO ENTER TO CARRY OUT OBLIGATIONS

- 1.1 The right to enter onto the Accessway at any time to carry out any of the Grantor's obligations in this Deed, or any obligation of the Grantee in the event of the Grantee's default, provided that in so doing the Grantor shall cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

2. RIGHT TO ENTER TO REPAIR THE GRANTOR'S PROPERTY

- 2.1 The right to enter onto the Accessway at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property provided that in so doing the Grantor shall cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

3. RIGHT TO BUILD ON THE GRANTOR'S PROPERTY

- 3.1 Subject to the Grantor's covenant in paragraph 2 of Schedule 3, the right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land.

Executed as a Deed by

THE CORNWALL COUNCIL

by affixing its common seal

in the presence of:

Authorised Signatory

Executed as a deed by

PENZANCE TOWN COUNCIL

by affixing the common seal by the

Proper Officer in the presence of:

.....
...
Proper

Officer

.....

Councillor

.....

Councillor

PENZANCE COUNCIL – 20 JULY 2026**REPORT FOR DECISION****CONTRACT VARIATION RELATING TO THE SERVICE LEVEL AGREEMENT
WITH SUSTAINABLE PENZANCE CIC**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
		✓				

Recommendation:

A contract variation letter be issued to Sustainable Penzance CIC to amend the approved service level agreement from 1 April 2026 to 31 March 2029 to include the following:-

- (i) Section 2.1 “PZTC Funding”: The payments section within said service level agreement be amended to payments in advance of each quarter rather than in arrears as at present, with sufficient monitoring reports from the previous quarter received by Penzance Council prior to the release of payment for the next quarter.
- (ii) The additional ‘deliverables’, outcomes and key performance indicators, as set out within in Appendix 2 to this report, be added i into said service level agreement.

Background:

Sustainable Penzance has identified a working capital constraint arising from the timing of funding payments. As a small organisation with limited financial reserves, it has been experiencing cash flow pressures because funding is paid quarterly in arrears, whilst operational costs are incurred and paid monthly. To mitigate this issue, it is proposed that the payment terms of the Service Level Agreement be revised to provide funding in advance of each quarter. Payments for subsequent quarters would remain contingent upon the receipt and satisfactory review of the monitoring report for the previous quarter before any further payment is made.

The additional information provided in Appendix 2 provides more clarity on what the Council will receive for its funding, with explicit outcomes and deliverables. Some of the main points include:-

There will now be additional support functions for the Council including training and workshops for staff and Councillors and support for the Climate Emergency Working Group.

There is now additional support for the Council to review the sustainability and environmental impact of the Golowan festival and provide recommendations for reducing impact and working with the event organisers to implement this.

There is expanded school support in the updated proposal, to better engage with young people through bi-annual school symposiums and workshops to help educate young people and their schools to improve their climate impact.

There is now stronger accountability with newly defined key performance indicators to give measurable annual outputs.

Appendix 1 – Sustainable Penzance SLA 2026-2029

Appendix 2 - Sustainable Penzance 2026-29 Outcomes

James Hardy
Town Clerk

DATED

AGREEMENT

Between

Penzance Town Council

and

Sustainable Penzance

This agreement is dated

Parties

- (1) PENZANCE TOWN COUNCIL of Penlee Centre, Penlee Park, Penzance, Cornwall, TR18 4HE (**PZTC**)
- (2) SUSTAINABLE PENZANCE CIC of 41 Medrose Terrace, Penzance TR18 2BS, Company Number 12334521 a Community Interest Company limited by guarantee without share capital operating as Sustainable Penzance (**Sustainable PZ**)

BACKGROUND

Sustainable PZ is an extension of the work started by Plastic free PZ, to connect the town to a bigger vision of what a sustainable community can look like.

Plastic Free Penzance was set up as part of 'Plastic Free Communities', a Surfers Against Sewage initiative. Plastic pollution has sadly become synonymous with any coastal activity; from surfing to walking, beach holidays to wildlife watching – it is now an expected part of our experience. This is why plastic pollution and specifically tackling society's throwaway, excessive or unnecessary plastic culture, has become a top priority for Surfers Against Sewage

Plastic pollution is an issue which affects all parts of society and is something that we can all take action on, at every level. Indeed, it will only be through concrete, collective, positive action that we can make the changes in culture, policy and law needed to stop to plastic flood from overwhelming our world.

Plastic Free Penzance aims to minimise our town's contribution to the plastic crisis. We are proud that Penzance was the first community in the UK to be awarded SAS Plastic Free Communities Status.

Sustainable PZ has extended its work collaboratively across ten themes to help create a town, which puts people and planet first. Now with seven years' experience of delivering on the ground community engagement projects. All projects involve on the ground workshops and events in the environment through beach and community cleans, citizen science gathering on plastic pollution and guided clean up walks. Other projects include the Together for Our Planet programme, the Schools Symposium and community hub building workshops. Sustainable PZ run a host of workshops and events for various groups in the community including businesses, community stakeholders, schools, local organisations and the wider general public.

- (A) The parties wish to enter into an agreement to provide a number of parameters which need to be satisfied in order for Sustainable PZ to receive the full amount of funding approved by PZTC. The parties would like to be clear that noncompliance with any of the obligations set out in this agreement could mean that approved funding is withheld pending a decision by the members of the PZTC.

The parties note that PZTC need to approve public finances to support Sustainable PZ and as such it needs to be clear as to the obligations and requirements in order for it to do so. This agreement aims to reassure Penzance Town Council that public funding is being utilised solely to support activity for the benefit of residents and visitors of Penzance Parish and to ensure that the Sustainable PZ is being managed in such a way to ensure a safe and secure environment for any service users, managed in a financially appropriate manner and operated and maintained to an appropriately high standard.

- (B) This agreement is not a commitment of funds nor does satisfying the requirements within this agreement mean that any application will be automatically be approved. Compliance with the terms of this agreement will serve to support any application made to PZTC but it is acknowledged that the final decision will be made by a vote of the members of PZTC.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 3 (Commencement and duration). **control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

day: a period of 24 consecutive hours starting at 9:00AM.

month: a calendar month.

PZTC Funding: means the following:

For the period 1 April 2026 to 31 March 2027 - £21,000 to be provided pursuant to the terms of this agreement. Subject to PZTC annual budget approval further provisional funding of £22,050 for 1 April 2027 to 31 March 2028 and £23,152 for 1 April 2028 to 31 March 2029, is agreed in principle.

week: any period of seven consecutive days.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to **writing** or **written** includes email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. PZTC Funding

- 2.1 PZTC Funding may be paid by PZTC to Sustainable PZ at PZTC's absolute discretion in accordance with this agreement.

Funding for the period 1 April 2026 to 31 March 2027 of £21,000 shall be paid by PZTC to Sustainable PZ quarterly in arrears on receipt of monitoring reports. Further annual funding of £22,050 for 1 April 2027 to 31 March 2028 and £23,152 for 1 April 2028 to 31 March 2029 (incorporating a 5% yearly increase) is subject to PZTC annual budget approval.

- 2.2 Subject to PZTC annual budget approval, funding is to be paid quarterly in arrears by PZTC on receipt of their monitoring reports. As soon as practicable, Sustainable PZ will provide their annual report, annual accounts, confirmation of safeguarding policies and maintained Quality Assurance referred to in Clause 5.3 on an annual basis.

3. Commencement and duration

This agreement shall be deemed to have commenced on 1st April 2024 (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 13 (**Termination**), until 31 March 2026 when it shall, subject to clause 14.2, terminate automatically without notice.

4. Indemnity

- 4.1 Sustainable PZ shall indemnify PZTC against all liabilities, costs, expenses, damages and losses suffered or incurred by PZTC arising out of or in connection with:

- (a) Sustainable PZ breach or negligent performance or non-performance of this agreement;
- (b) the enforcement of this agreement;
- (c) any claim made against PZTC by a third party arising out of or in connection with the provision of the services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by Sustainable PZ, its employees, agents or subcontractors;
- (d) any claim made against PZTC by a third party for death, personal injury or damage to property arising out of or in connection with defective goods, to the extent that the defect in the goods is attributable to the acts or omissions of Sustainable PZ, its employees, agents or subcontractors.

- 4.2 This indemnity shall apply whether or not PZTC has been negligent or at fault.

5. Sustainable PZ Obligations

The following conditions and requirements set out in this clause 5 are obligations which must be adhered to by Sustainable PZ in order to obtain and retain the PZTC Funding:

- 5.1 Maintaining sufficient levels of management of Sustainable PZ

- (a) Sustainable PZ will ensure that PZTC's representative has a permanent place on the Sustainable PZ Board;
- (b) Sustainable PZ must ensure that all delivery is managed in a financially appropriate manner; and to an appropriate standard.

5.2 PZTC Funding to be utilised solely to support identified Community, Business and School based projects as detailed for residents and businesses of Penzance Parish

All funding from PZTC must be used to deliver.....

- a) Community Events and workshops relating to SPZ's ten themes. Focusing on raising awareness, sharing information and initiating individual, household and community actions that we can take to create a resilient community for the future. With a core aim to create an inclusive and accessible movement for positive change . The themes covered by these events and workshop would be

- Food
- Energy
- Waste
- Lifestyle
- Biodiversity
- Transport

The remaining SPZ themes would be covered in the following work

- b) Education - supporting the delivery of a Schools Hub for the town. This would support the rolling out of the Sustainable PZ Schools Action plan with a suite of free workshops for staff and young people, events, training and support. Creating a school movement to create a thriving future for its young people and tackling climate and societal breakdown anxiety by enabling young people to be involved in shape a better future for themselves
- c) Business & Tourism – Promoting and raising awareness of plastic free champion and eco conscious businesses through shop local campaigns and support for local independents. Linking with SPZ's wider work through the SPZ Business Hub and including focuses on tourism related businesses to support a more ethical visitor economy
- d) Decision Making – raising awareness of how to get involved with local decision making and have a say in consultations, elections and other local decisions. Through events, information sharing, group work and project focuses

Supported further by:

- e) Digital community engagement to support all of the above and reach as many people in the local area, providing toolkits, information, signposting and ways to get involved and support the community and work to put people, place and planet first

- f) Administrative support to enable the above work and consistent communication and links with community stakeholders. Supporting community collaboration and a link to the public.

5.3 Achieving and maintaining Quality and Safeguarding Standards.

- (a) Sustainable PZ must demonstrate and provide evaluations of the projects and services they provide.
- (b) A copy of the relevant reports and safeguarding policies should be provided to PZTC on an annual basis.

5.4 As a source of external funding PZTC should be recognized on all marketing and promotional material including social and printed media

Funding obtained from the Town Council belongs to the residents of Penzance Parish and as such it is important to acknowledge this public contribution on all marketing and promotional material. The format and prominence of this acknowledgement should be agreed in advance with the Town Clerk and PZTC's Communications Officer.

6. Health and Safety

- 6.1 All Health and Safety, operational and maintenance responsibilities remain the sole responsibility of Sustainable PZ and they must ensure that all delivery is managed and operated in such a way to ensure a safe and secure environment for any users.

7. Reporting

- 7.1 Sustainable PZ will be required to prepare and produce to PZTC on an annual basis as follows:
 - (a) Quarterly Reports – should be provided to update Penzance Council on the delivery of projects.
 - (b) End of Financial Year Report – an End of Financial Year report should provided and;
 - (c) Prior to the release of PZTC Funding a forward projection of Sustainable PZ financial position should also be presented for review by PZTC.

8. Effects of the Sustainable PZ's failure to comply with obligations at clause 5

- 8.1 In the event of Sustainable PZ's failure to comply with any of the obligations set out in clause 5 PZTC would have the right to:
 - (a) terminate this agreement in accordance with clause 13; and

- (b) stop any payment of any part of the PZTC Funding which had not yet been paid to Sustainable PZ; and
- (c) withdraw from any obligation or commitment to pay any part of the PZTC Funding now or in the future.

9. Inadequacy of damages

Without prejudice to any other rights or remedies that PZTC may have, Sustainable PZ acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by Sustainable PZ. Accordingly, PZTC shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

10. Force majeure

Neither 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 including without limitation, any event which causes significant damage to Sustainable PZ facilities or equipment by natural or manmade incidents. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving five days' written notice to the affected party unless otherwise varied by the parties in accordance with clause 17.

11. Assignment and other dealings

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure

that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five days after being notified to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party commences or threatens any type of insolvency proceedings;
- (d) there is a change of control of Sustainable PZ.

13.2 For the purposes of clause 13.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 5,

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13.3 Without affecting any other right or remedy available to it, PZTC may terminate this agreement on giving not less than one months' written notice to Sustainable PZ.

14. Survival

14.1 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

- 14.2 Termination or expiry of this agreement shall not terminate the obligations of set out in this agreement which have yet to be performed.

15. Entire agreement

- 15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16. Costs

Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution and registration of this agreement and any documents referred to in it.

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21. No partnership or agency

21.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

23. Time of the essence

Time is of the essence for all times, dates and periods specified in this agreement or substituted for them.

24. Notices

24.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following email addresses at james.hardy@penzance-tc.gov.uk
- (c) rachel@sustainablepz.co.uk

24.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 36.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.4 A notice given under this agreement is not valid if sent by email.

25. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. Third party rights

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

27. Governing law

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

28. Jurisdiction

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

29. England and Wales: ad hoc arbitration

29.1 Any dispute, controversy or claim arising out of or relating to this agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this agreement, shall be finally resolved by arbitration. It is agreed that:

- (a) the tribunal shall consist of an arbitrator (who has the relevant qualifications and expertise);
- (b) in default of the parties' agreement as to the arbitrator(s), the appointing authority shall be the Chartered Institute of Arbitrators in London;
- (c) the seat of the arbitration shall be the closest available to the parties;
- (d) the law governing this arbitration agreement shall be English; and
- (e) the language of the arbitration shall be English.

29.2 All costs incurred by both parties during the arbitration process shall be paid by Sustainable PZ.

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

Signed by

on behalf of **PENZANCE TOWN COUNCIL**

.....
(Signature)

Signed by

on behalf of **PENZANCE TOWN COUNCIL**

.....
(Signature)

Signed by

on behalf of **SUSTAINABLE PZ**

.....
(Signature)

Signed by

on behalf of **SUSTAINABLE PZ**

.....
(Signature)

Intro

Sustainable Penzance is building a community movement to create a thriving and resilient community for the future, that puts people, place and planet first. We focus on positive action, linking our localised work to wider work across Cornwall and national systemic change.

It's vital everyone feels a part of creating the kind of future we want to see for our children and grandchildren, and beyond. So we have a focus on outreach to parts of the community who are excluded, disenfranchised or discriminated against for whatever reason that may be. Our work has been proven to have social, health and wellbeing benefits, as well as a knock-on benefit for the local economy and town centre vitality. Thank you for your ongoing support of our work.

2026 – 29 Outcomes

- Members of the community are more aware of and connected to how climate change and bio-diversity loss impact the town
- Members of the community have more knowledge on how we can adapt or be better prepared for the impacts of climate change and bio-diversity loss
- Members of the community are more connected to decision making and understand better how they can help create a thriving town for future generations
- Members of the community have a positive vision for the future of the town, and feel they have a role to play in creating it

Outputs

- Community Engagement including but not limited to:
 - Beach and street cleans
 - Awareness raising events to support interaction with local decision-making incl. public consultations and forging stronger links between decision makers and the wider community
 - Community Workshops and Events around the ten themes of Sustainable PZ to raise awareness, build knowledge and spark action to create a more resilient community
 - Digital communications to raise awareness, reach more diverse audiences, drive engagement and enable access to involvement
- Schools and Young People
 - Bi-annual Schools' Symposium
 - Schools' workshops in support of the SPZ Schools Hub which contains the town's schools action plan, free workshops, training and support for schools and teachers
 - Youth movement building including connecting young people to decision making and positive citizenship for the future
- Community Hub
 - Support for Golowan on sustainability and reducing impact
 - Support of fellow environmental and community groups to link and strengthen existing work that's happening in Penzance to put people, place and planet first
- Council Training & Support

- Training and workshops to support community movement building and future generations pledge
- Induction materials and support for council staff and new councillors
- Support of the Climate Action Working Group

•

KPIS

10 free thematic events / workshops per year open to all in the community (30 in total)

12 free schools workshops per year to support the Schools Hub (36 in total)

Bi-monthly Community Hub meetings with organisational support and signposting (18 in total)

Bi-Annual School Symposium event (2 in total)

Two 'In the Loop' events each year to connect the wider community to decision making for future generations (6 in total)

Local Election hustings (1 in total)

2 x Councillor and Council staff workshops/training per year (6 in total)

Induction and training materials for PZ Council staff and new councillors

Golowan report and recommendations for reducing impact x 1 (2026)

Supporting Golowan and PZ Council to deliver recommendations (2027 – 2029 - KPIs to be set within the above report)

Monthly community newsletter

Daily social media posts and growth (KPI's to be set based on current reach and engagement) in support of

Costs

Annual breakdown (as per 2026 funding level):

Project Officer - £6,000

Schools Workshops - £3,000

Digital Comms Officer – £6,000

Project Management - £6,000

PENZANCE COUNCIL – 20 JULY 2026**REPORT FOR DECISION****EXPENSES RELATING TO THE APPOINTMENT OF A NEW TOWN CRIER**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
✓				✓		

Recommendation:

1. The use of up to £3,000 from the General Fund be approved in order to meet the expenses associated with the appointment of a new Town Crier.
2. In addition to the £25 expenses fee for each event, a £450 annual retainer be approved and, for 2026/27, be met from the General Fund.

Background:

Members were recently informed that a recruitment/audition exercise would be undertaken for a new Town Crier and work in this regard has recently commenced.

Once a new Town Crier has been appointed, it will be necessary for them to be outfitted and, for what is effectively a voluntary position, it would be inappropriate to expect the successful candidate to meet these costs.

A full ceremonial outfit might include:-

- Braided frock coat
- Breeches
- Waistcoat
- Lace shirt and stock (cravat)
- White stockings
- Buckled shoes or boots
- Tricorne hat
- Shoulder cape or sash

Having undertaken a brief review, the costs associated with these articles might be in the region of £2,500 for civic/ceremonial quality and, as there is no suitable budget available to meet these costs, it is recommended that they be met from the General Fund.

In addition, having undertaken a review of the arrangements of other Councils, many pay an annual retainer to their Town Crier, in addition to their expenses for each event, to encourage them to remain in the role. An approximate figure amongst those surveyed was £450 and so it is recommended that Penzance Council also adopts this practice. Again, there is no budget available for this, and so it is recommended that this cost is also met from the General Fund during 2026/27 and then added to the draft budget for 2027/28. It is envisaged that such a retainer would be paid quarterly in arrears, dependent on the number of official functions attended.

Clearly, the costs associated with outfitting a Town Crier are not insignificant and, as the size of the various articles limits the possibility of their being reused upon retirement, it is important to encourage a Town Crier to remain in the role and so it is hoped that the proposed retainer will go some way towards achieving this.

The General Fund is currently in excess of six months' operating costs and so an ask of £3,450 will have little to no impact upon it.

Elliot Ridington
Democratic Services and Governance Officer