

FPC 5/8/2026 Meeting Documents

Fleggburgh Village Hall Car Park

Background

Planning Application 06/24/0756/F was extremely well supported by Fleggburgh community and was approved on 30th January 2026 subject to Conditions. As at 1st July 2026 these Conditions have not been discharged in the 5 months since they were conditioned:

- 3. CCTV
- 4. Surface Water Drainage
- 5. Habitat Management and Monitoring Plan
- 10. Delivery of BNG
- 8. Lighting
- 9. Bollards
- 11&12. Lining of new and existing car parks

As at 1st July 2026 all applications for Discharge of Conditions, except for 4, 11, & 12, have been submitted by FVH&PFC and await decisions by GYBC. Conditions 11 & 12 relate to 'prior to first use' and therefore allow work to commence upon all others being approved.

Whilst the application and all its resulting costs are the responsibility of FVH&PFC, in the first instance both FVH&PFC and FPC will review upon completion of the project.

It was identified in February 2026 that Conditions 11 & 12 could not be achieved in perpetuity with the use of mechanically rolled planings and the condition of the existing car park.

FPC therefore sought funding solutions to address these issues. It was clear that porous tarmac for the extension and tarmac resurfacing of the existing car park were desirable. This was acknowledged by FVH&PFC.

FPC has identified funding from Norfolk County Council to enable the construction work to be completed. Five places in the existing car park must be designated in perpetuity exclusively for users of bus services. These are the first 5 places on the left hand side of the car park.

Risk

The cost of the initial construction work is £130,200 inclusive of VAT. With any construction contract commissioning there are associated risks. With this particular contract there are three principal risks:

1. The risk that input VAT will not be recoverable

To mitigate this risk FPC has taken specialist advice on the recovery of input VAT which is £21,700. Whilst the advice is that input VAT is recoverable it will not be known for certain until an application to HMRC is made. FPC received VAT advice from The Parkinson Partnership LLP. The advice states that only FPC must place orders for the construction work, receive the services from the contractor FPC appoints, and receive invoices in FPC's name. Only FPC can select, instruct and supervise the contractor. FPC must receive tax invoices addressed to FPC and must pay the contractor out of FPC's own funds which can include grants and public money awarded to FPC.

All Councillors are requested to confirm that FPC has met these Conditions to the best of their knowledge and belief. See 'Requirements for Councillors' no. 5 below.

2. The risk of unexpected costs overrun

To commit to the project FPC must be comfortable with the associated risks of further costs. The work has been assessed by the contractor without any invasive procedures to discover and identify underground conditions. Also compliance with the Planning Conditions, in particular no. 4 (Surface Water Drainage) may involve currently unknown additional construction costs. This risk is assessed at £20,000.

3. The risk of unexpected cost savings

As in any large contract, opportunities may arise to identify savings as the project progresses. These cannot be quantified at this stage as they are unknown unknowns. If any arise it will result in the abatement of project costs.

Awarding the Contract

FPC has complied with the Procurement Act 2023 in selecting the contractor. Because of commercial sensitivity of all aspects FPC has met without the public and press present. The contract is below the threshold for a public tender. FPC selected 5 regional contractors (including 4 SMEs). These contractors were asked to provide quotations based on compliance with the Planning Application and the Planning Conditions. They were also provided with some detailed specifications. In accordance with FPC Standing Order 7(h) FPC appointed a Working Party consisting of FPC councillors and FVH&PFC members. FPC decided the brief of the Working Party. The Working Party cannot make decisions, does not need agendas, does not have to meet in public, and there is no requirement for minutes.

The Working Party has recommended that FPC appoints LSL Surfacing Limited to be the sole contractor without the use of subcontractors. The cost is £130,200 including VAT. LSL has relevant experience of creating and resurfacing large car parks, and has been subject to FPC's financial due diligence analysis including Experian's credit reference agency reports.

Requirements for Councillors

Councillors are therefore asked to:

1. Note and accept the responsibility for all LSL's car park construction costs only. It is noted that FVH&PFC is solely responsible, in the first instance, for payment of all other costs to achieve the project including but not limited to discharging all Conditions and Planning Costs. Both FPC and FVH&PFC will review all costs, above the construction costs, upon completion of the project.

To be clear, the Parish Clerk has commented that FPC will only know its final construction costs after FPC has been the subject of a VAT inspection conducted by HMRC; or in the absence of such an inspection by HMRC after 4 years from the end of the prescribed accounting period. This will be after 31st March 2031.

2. Note and accept the Condition that 5 places in the existing car park must be designated in perpetuity exclusively for bus users only as per NCC's requirements. FVH&PFC acknowledge this.
3. Note and accept a principal risk associated with the car park construction. This risk is that input VAT of up to £21,700 may not be recoverable.
4. Note and accept a principal risk associated with the car park construction. This risk is that construction costs may overrun by up to £20,000 but there may be an abatement by dint of underruns.
5. Confirm individually that to the best of their individual knowledge and belief all the Conditions outlined in the VAT advice have been met. See 'Risk' no. 1 above - 'The risk that input VAT will not be recoverable'.
6. Consider the funding offer from NCC and formally accept or reject the offer.
7. If the funding cost is accepted approve the opening of a new bank account with Barclays with same mandates/signatories as the existing FPC bank accounts to ensure that balances held in the Unity Trust bank account remain below the FSCS limits.
8. Note that information published will be in a contract details notice for a notifiable below-threshold contract as defined by Section 5 of the Procurement Act 2023. This requirement applies to all notifiable below-threshold contracts. Publication is on the central digital platform.