

MINUTES of the MEETING of the HERITAGE SUB-COMMITTEE held at THE COUNCIL OFFICES, THE GROVE, SWANSCOMBE, on THURSDAY 10 APRIL 2025 at 10.30 AM

PRESENT: Councillor Lesley Howes – Chairman
Councillor Elizabeth Wickham – Vice-Chairman
Councillor Ann Duke
Councillor Richard Lees
Councillor Graham Taylor

ALSO PRESENT: Graham Blew – Town Clerk
Martin Harding – Assistant Town Clerk/RFO
Councillor Paul Parsons

ABSENT: There were none

490/24-25. ARRANGEMENTS AND CONSTRAINTS REGARDING FILMING OR RECORDING THE MEETING.

The Chairman explained the arrangements and constraints relating to the filming or recording of the meeting.

491/24-25. APOLOGIES FOR ABSENCE

An apology for absence was received from Councillor Claire Pearce, due to other commitments.

Recommended: That the reasons for absence, for the Councillor(s) listed, be formally accepted, and approved.

492/24-25. SUBSTITUTES

There were none.

493/24-25. TO DECLARE INTERESTS IN ITEMS ON THE AGENDA

There were none.

The Chairman gave the opportunity for the meeting to be adjourned at this point to accept questions from the public.

494/24-25. URGENT ITEMS / MATTERS ARISING FROM PREVIOUS MINUTES.

There were none.

495/24-25. TO CONFIRM AND SIGN THE MINUTES OF THE MEETING HELD ON 30 APRIL 2024.

Recommended: That the Minutes of the meeting held on 30 April 2024, be confirmed, and signed as a true record.

496/24-25. **RED PHONE KIOSK – PC01 PIER ROAD, GREENHITHE, DA9 9NS.**

As per the request from the Planning, Major Developments, Transportation and Environment Committee meeting on the 19 March 2025, members considered the possibility of Adopting the Grade II listed Red Phone Kiosk in Pier Road, Greenhithe.

Officers updated members on the costs implications to cover the structure through the Town Councils Public Liability Insurance.

Members discussed the process, current condition, future management and potential community uses and it was proposed, duly seconded and agreed:

Recommended:

1. That the Town Council apply to adopt the important heritage asset (Grade II Listed) Red Phone Kiosk in Pier Road, Greenhithe, from BT.
2. That officers investigate the current condition of the Phone Kiosk and begin trying to source funding for repair to ensure it is safe and useable.
3. That Members consult further with the public on potential uses and consider the future management / maintenance of the Kiosk, including a potential Charitable Trust for Heritage Assets.

There being no further business to transact, the meeting closed at 10.50 am.

Signed: _____ Date: _____
(Chairman)

ADOPTION OF GRADE II LISTED PHONE KIOSK
UPDATE REPORT

AGENDA ITEM 6
Heritage sub-committee 03/7/26

Background

At the Heritage Sub-Committee meeting on the 10 April 2025, the following minute was agreed:

496/24-25. **RED PHONE KIOSK – PC01 PIER ROAD, GREENHITHE, DA9 9NS.**

As per the request from the Planning, Major Developments, Transportation and Environment Committee meeting on the 19 March 2025, members considered the possibility of Adopting the Grade II listed Red Phone Kiosk in Pier Road, Greenhithe.

Officers updated members on the costs implications to cover the structure through the Town Councils Public Liability Insurance.

Members discussed the process, current condition, future management and potential community uses and it was proposed, duly seconded and agreed:

Recommended:

1. That the Town Council apply to adopt the important heritage asset (Grade II Listed) Red Phone Kiosk in Pier Road, Greenhithe, from BT.
2. That officers investigate the current condition of the Phone Kiosk and begin trying to source funding for repair to ensure it is safe and useable.
3. That Members consult further with the public on potential uses and consider the future management / maintenance of the Kiosk, including a potential Charitable Trust for Heritage Assets.

The following is a report updating members on the progress to date.

This page is intentionally left blank.

ADOPTION OF GRADE II LISTED PHONE KIOSK UPDATE REPORT

Work Undertaken / Updates

Recommendation:	Update:
That the Town Council apply to adopt the important heritage asset (Grade II Listed) Red Phone Kiosk in Pier Road, Greenhithe, from BT.	<p>An email was sent to BT on the 27 May 2025 formally requesting for the Town Council to adopt the kiosk and requesting confirmation of the process and next steps.</p> <p>We are still awaiting a reply.</p>
That officers investigate the current condition of the Phone Kiosk and begin trying to source funding for repair to ensure it is safe and useable.	<p>Attached for members information are some photos taken from a site visit on the 22 May 2025 to check the conditions and defects.</p> <p>Given the Grade II listed status of the kiosk item needs to be purchased from a specific supplier. The following list of supplies has been identified but this does not include installation if a specialist is needed.</p> <p>New door surround - £280.00 New door fitting kit - £180.00 Red Paint - £48.10 White Paint - £13.63 Gold Paint - £8.66 Signage (optional) £30.00 Window frame kit - £490.00 Window glass kit - £250.00 (The window kits would include some spares)</p> <p>Total cost - £1300.39</p> <p>Work is ongoing to source potential funding streams that may help to cover this cost.</p>
That Members consult further with the public on potential uses and consider the future management / maintenance of the Kiosk, including a potential Charitable Trust for Heritage Assets.	<p>To date we have not received any feedback from members on any informal consultation having been undertaken.</p> <p>The Town Council have received an email from a Dartford Borough Councillor outlining the following neighbouring residents' points of view:</p> <p><i>'The Kiosk has been used as a drugs hub and meeting place for many unsavoury characters over the years and has caused upsets and fear to residents particularly in Pier Road.'</i></p>

ADOPTION OF GRADE II LISTED PHONE KIOSK UPDATE REPORT

The residents especially those in Pier Road have been subject to vile abuse, by the dealers and their customers over a very long period and this includes a vehicle crashing into the side wall of ingress park. The occupants being chased through IP by the police and residents unable to drive out of their road until the police investigation was complete forcing them to take a taxi to work. The shelf inside the Kiosk has been used to snort cocaine, until it mysteriously disappeared.

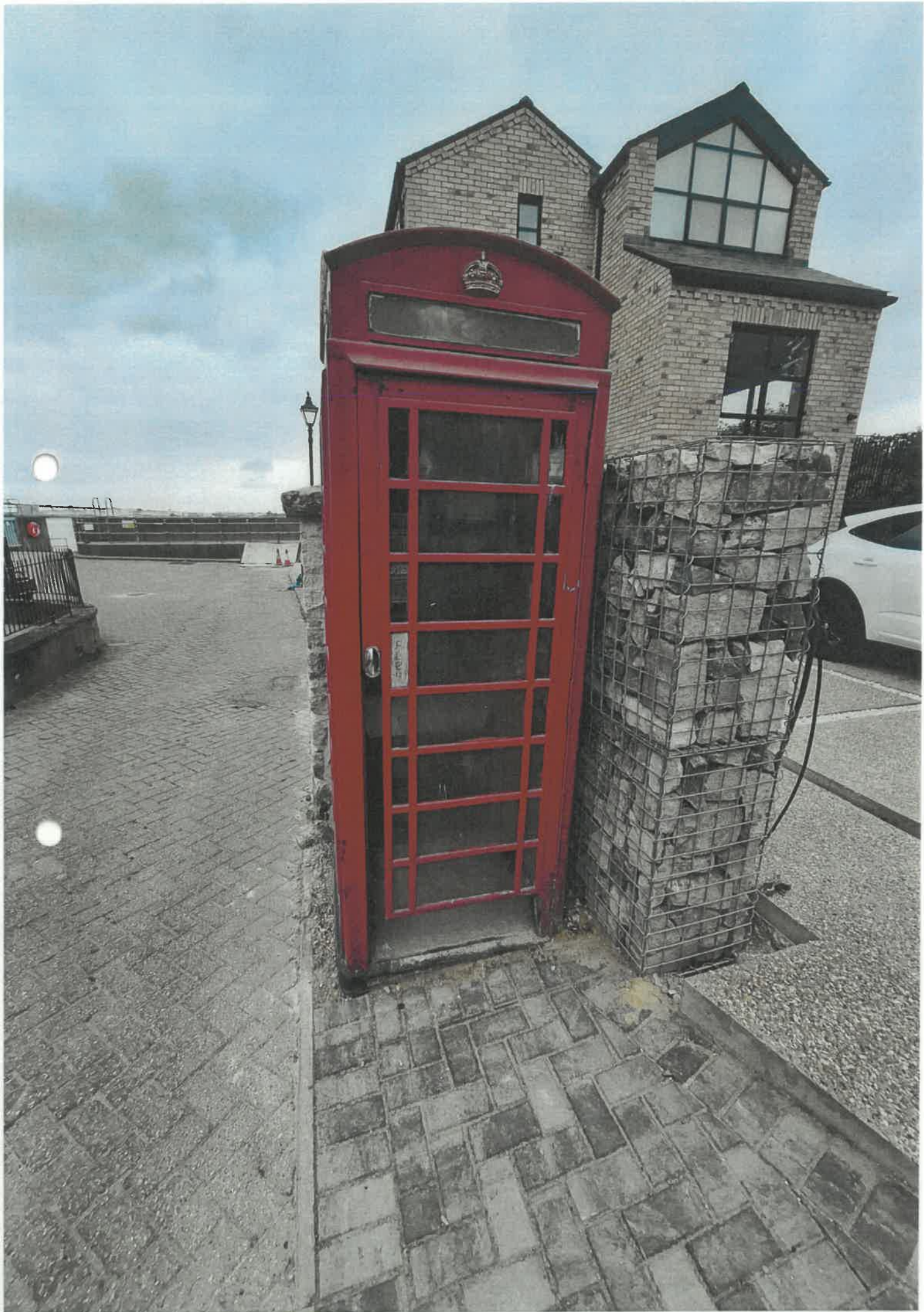
One of our residents in particular has taken it upon herself to clean up the Phone Kiosk to disguise the stench of urine as the Kiosk is sited only yards from her home. Residents in Pier Road have been subject to this anti-social behaviour for 3 years thus far.'

Further consultation

Members are asked to consider the scope and manner for which the Town Council now formally engages with the community on the future use of the site. Any consultation would need to ensure that this specifically targets the properties closest to the kiosk itself.

Recommendation:

1. To note the work undertaken to date on this project
2. To set the terms for which the Town Council will now formally engage with the community on the future use for the kiosk.













Graham Blew

From: paul.armour@bt.com
Sent: 12 June 2025 10:58
To: Graham Blew
Subject: Adopt a Kiosk: 01322382332
Attachments: Swanscombe & Greenhithe Town Council .docx

[WARNING] This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Graham,

Following our consultation with Dartford District Council I am pleased to send you your contract. Please can you sign and return along with a cheque for £1.00 made payable to "BT Payphones" You can scan and email a copy but we would still like the hard copy to be returned. Please send to or via by BACS payment. Details below:

Account Name: BT PAYPHONES RECEIVABLES

Account Number : [REDACTED]

Sort Code : [REDACTED]

VAT Number : 245 7193 48

UTR Number : 93520 03146

Registration Number : 1800000

Paul Armour
BT Payphones
9th Floor
One Braham
Braham Street
London
E1 8EE

Regards

Paul
Paul Armour
Street | Enterprise



This page is intentionally left blank.

AGREEMENT FOR THE SALE AND PURCHASE OF TELEPHONE KIOSK(S) TO A LOCAL AUTHORITY IN ENGLAND OR WALES

This agreement is made this day of 20

Background

The Buyer wishes to buy the Goods from the Seller and the Seller has agreed to sell the Goods to the Buyer upon the terms and conditions set out in this agreement.

1 Definitions

In this agreement, unless the context requires otherwise:

'the Purpose' means []

'Buyer' means **Swanscombe & Greenhithe Town Council**

'Conditions' means the terms and conditions of sale set out in this agreement.

'Decommissioning' means (i) the disconnection of the Goods from the Seller's telecommunications network and (ii) the removal of the payphone, ancillary equipment and wiring from within the kiosk. 'Decommission', 'Decommissioning' and 'Decommissioned' shall be construed accordingly.

'Goods' means the telephone kiosk or kiosks as more fully described in the schedule to this agreement, which the Buyer agrees to buy from the Seller but excluding any telephony and ancillary apparatus.

'IP Rights' means all intellectual property rights in any part of the world, including but not limited to patents, copyright, design rights, trade marks, database rights, registered design rights and community design rights and shall include pending applications for any intellectual property rights.

'Notice to Complete' means a notice in writing by the Seller to the Buyer stating that in the Seller's reasonable opinion the Goods have been satisfactorily Decommissioned and are ready for delivery to the Buyer.

"Ofcom"	means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
"Planning Acts"	means any relevant planning legislation in force at the date of this agreement, including the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order (England) 2015 (and similar regulations in other regions), and any statutory replacement or modification of any of them.
'Price'	means the price for the Goods excluding any carriage, packing and insurance.
'Seller'	means British Telecommunications plc (company registration number 1800000 whose registered office is at One Braham, Braham Street, London, E1 8EE).
'Universal Service Obligation'	means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

2 Conditions applicable

- 2.1 These Conditions shall apply to this agreement to the exclusion of all other terms and conditions.
- 2.2 Any order for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.4 Where appropriate this agreement is entered into following written confirmation from the Buyer that an application for planning consent has been submitted for the Purpose.

3 Agreement, price and payment

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.
- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than they are at today's date, or than described in the schedule hereto.

- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk or any interest in it, nor shall the Buyer acquire that land or any interest in it under this agreement.

4. Decommissioning, delivery and acceptance

- 4.1 The Seller shall serve the Notice to Complete on the Buyer on or before the completion of the Decommissioning works in respect of the Goods
- 4.2 Delivery of the Goods shall be deemed to have taken place five working days after the day upon which the Seller sends the Notice to Complete to the Buyer. No further intimation is required.
- 4.3 The Buyer shall make all necessary arrangements to take delivery of the Goods following receipt of the Notice to Complete.
- 4.4 The Buyer shall be deemed to have accepted the Goods upon delivery.
- 4.5 After acceptance the Buyer shall not be entitled to reject the Goods due to their physical condition or due to any financial or statutory obligations (whether foreseen or not) imposed upon the Buyer as a result of this agreement or otherwise related to the Goods.
- 4.6 The Seller shall not be liable to the Buyer for late delivery of the Goods.

5 Post acceptance obligations

- 5.1 The Buyer shall own the Goods following acceptance and shall be responsible for all maintenance and repair of the Goods, which it shall do in accordance with:
- 5.1.1 Any industry or statutory guidelines and regulations relevant to the Goods in circulation or in force from time to time.
- 5.1.2 Any requirements, directions, rules or recommendations of Ofcom.
- 5.1.3 The Planning Acts.
- 5.1.4 Any planning consents relating to the Goods so far as they remain applicable.
- 5.1.5 Where the Buyer is a Registered Charity or Charitable Organisation, the Seller retains the right to re-claim ownership of the Goods if the Buyer loses its charitable status.
- 5.1.6 If planning for the Purpose is not granted within 12 months of the date of this agreement, the Buyer and Seller shall agree an extension of time of no more than 12 months to enable the Buyer to prepare and submit an appeal to the Department of Environment. In the event that the planning approval is not granted following submission of an appeal, or the expiry of time allowed to make an appeal without an appeal being made, then the Buyer shall at its own cost and expense:

- (i) In the case of listed Goods:

- a. Clean, lock and maintain the goods in accordance with the requirements of this paragraph 5; or
- b. Apply to de-list the Goods

- (ii) In the case of non-listed Goods arrange for permanent removal of them at their own cost

5.2 The Buyer acknowledges that the Goods may have been painted with paint containing lead and accepts the health and safety risks which may be associated with its removal or maintenance. The Buyer also acknowledges that leaden paint may require specific maintenance procedures.

5.3 (a) Without affecting clause 6.3, the Buyer acknowledges that the kiosk may have a Class I light fitting and fuse spur(s) which do not meet current IP (ingress protection) rating requirements of BS7671 regulations for exterior electrical fittings. The Buyer accepts any health and safety risk with their ongoing use. The Buyer waives any claim against the Seller in respect of such matters. The Buyer also acknowledges that an upgrade to the light fitting and fuse spur(s) may be required which will be the sole responsibility of the Buyer. The Buyer may want to obtain an assessment from a qualified electrician.

(b) The Buyer agrees that the Goods are not intended to be used in any way by any person in the course of or in relation to their work. However, it agrees that, should a person at work do anything in relation to the Goods, it will take steps sufficient to ensure, so far as is reasonably practicable, that the Goods will be safe and without risks to health at all such times when it is being set, used, cleaned or maintained or otherwise interacted with by a person at work. In particular, the Buyer will ensure:

- (i) that the light is upgraded to a luminaire meeting Class 2 with IP rating of IP54 (or better).
- (ii) that the electrical supply housing is upgraded by replacing the spur units with IP66 type (or better).

The Buyer will employ an NICEIC registered electrician to review the installation, for the use it intends for the adopted kiosk, and carry out any required works in accordance with the then applicable regulations and standards.

The Buyer shall employ an NICEIC registered electrician to review the Goods for the use the Buyer intends, and for any required works. In addition, the Buyer will employ an NICEIC registered electrician for regular inspection and testing.

5.4 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under or in relation to the

matters referred to in sub-paragraphs 5.1, 5.2 and 5.3 or in respect of any claim by a third party in respect of such matters.

5.5(i) The Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has requested the Seller, and the Seller has agreed, to supply electricity, then the Seller shall supply that electricity (at the Seller's cost) to the REC (regional electricity company) fusebox sufficient for the operation of an 8 watt lightbulb or similar. The Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.

5.5(ii) The Buyer is not permitted to connect any equipment to the power supply provided by the Seller without first obtaining the Seller's written agreement.

5.5(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.5(ii) to connect defibrillator equipment to the electricity supply, the equipment ~~must~~ must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.

The Defibrillator Cabinet must be:

- (a) Class 2 IP rating 54;
- (b) Compliant to BS7671-416/417 in its construction;
- (c) Manufactured by a ISO 9001/2 certified manufacturer;
- (d) Protected by an RCD

5.5(iv) The Seller does not actively monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.

5.5(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.

5.5(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

5.6 From acceptance of the Goods the Buyer shall:

- 5.6.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a Seller payphone and are not connected to the Seller's electronic communications network.
 - 5.6.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the payphone, ancillary equipment and wiring has been removed and that the Goods are the responsibility of the Buyer.
 - 5.6.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
 - 5.6.4 Not sell, lease or license the Goods to a competitor to the Seller nor permit a competitor to install electronic communications apparatus (as defined in the Electronic Communications Code, in Schedule 3A of the Communications Act 2003 as amended from time to time) within the Goods and itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus within the Goods.
 - 5.6.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
 - 5.6.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
 - 5.6.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.6 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.7 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.8 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.54, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.

- 5.9 Not connect any equipment to the electricity supply referred to in Clause 5.54 without the express written agreement of the Seller.

6 Warranties and liability

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any tier of local government to the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

7 Title and risk

- 7.1 Title shall pass on delivery of the Goods.
- 7.2 Risk shall pass on delivery of the Goods.

8 Limitation of Liability

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.
- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.

- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel before entering into this agreement.

9 Intellectual property

No assignment or licensing of any IP Right is granted or made under this agreement.

10 General

- 10.1 This contract is subject to the law of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales.
- 10.2 The invalidity or unenforceability of any provision in this agreement, for whatever reason, shall not prejudice or affect the validity or enforceability of its other provisions.
- 10.3 The headings of this agreement are for reference only. No delay, neglect, forbearance by either party in enforcing any provision in this agreement shall be deemed to be a waiver or compromise of any right or rights unless made in writing.
- 10.4 In relation to the Goods, this agreement constitutes the entire agreement between the parties.
- 10.5 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.6 The Buyer shall not, disclose the existence of the Agreement in any journal magazine or publication or any other publicly available media or otherwise use the Seller's name or logos (including any trade marks) in any of its advertising or publicity material without the seller's prior written consent, which may be withheld or given in the Seller's absolute discretion.

SCHEDULE

THE GOODS – Specification and Description

01322382332

Pier Road

Greenhithe

DA9 9NS

Signed by [] for and on behalf of
BRITISH TELECOMMUNICATIONS plc

.....

Signature

.....

Position (director/company
secretary/manager/attor-
ney/agent).

*If signing as agent or under a power
of attorney, please attach a copy of
the document giving authority.*

Signed by [] for and on behalf of

.....

Signature

.....

Position (director/company
secretary/manager/attor-
ney/agent).

*If signing as agent or under a power
of attorney, please attach a copy of
the document giving authority.*