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WINCHESTER CITY COUNCIL - UPPER MEON VALLEY WARD REPORT – MAY 2024

Elections

Following the recent County Council by-election the Meon Valley Division, which encompasses West Meon, Warnford, Exton and Corhampton & Meonstoke parishes, we welcome Cllr Malcom Wallace of the Green Party as the new Divisional Member and look forward to him attending those Parish and Parish Council meetings.

Consequences of the Levelling-Up and Regeneration Act 2023 (LURA 2023)

The umbrella body for the English National Parks, unsurprisingly called 'National Parks England', lobbied hard to firm up the duty that constituent and neighbouring local authorities have towards the statutory purposes of the Parks. Until recently, those authorities had a duty to 'have regard to' the purposes of 'their' Park. A clause in LURA 2023, which became law on Boxing Day last year, amended the original Act that created the National Parks, the 'National Parks and Access to the Countryside Act 1949'. Its effect is that Winchester City Council and other authorities, including Hampshire County Council, now have actively to 'seek to further the purposes' of the South Downs National Park when taking any decision that affects the Park area.

So much for the legalities – what is the practical effect? In both a recent planning and a licencing application we have invoked this new duty to have applications refused, against officers' advice. We have also found that there is an urgent need for a common understanding between Park and City on how to apply this new law, that will, we hope, shortly be addressed. Similarly, we are unconvinced that the "Section 101" agreement, under which Winchester City Council assesses planning applications on behalf of the Park Authority, is working as well as it might. That said, clearly all parties are acting in good faith; rather, there is a clear need for more effective 'checks and balances' to be put in place and we will continue to push for these.

Roads

On the odd day, when the rain has relented, we have started to hear the noise of more "recreational traffic" on the A32 and A272 across the Ward. Whilst the average speed cameras are clearly having some welcome effect we would encourage assiduous reporting of clear cases of 'nuisance' noise. Altered exhaust systems or excessive acceleration on leaving village speed limits should be reported to the police on 101, noting the registration numbers of offending vehicles whenever possible. Similarly, on other roads, such as the B2177 through Upham and the B3046 through Cheriton, don't hesitate to report clear cases of excessive speeding, supported, if possible, with video evidence, to the Hampshire Police on 101. A strong evidence base will be necessary to support applications for reduced speed limits and other, better, enforcement measures.

Summer Approaches (?)

The season of village fêtes and fairs is nearly upon us again. We look forward to getting out and about and meeting as many people as possible at these over the coming weeks, and hope for some drier days ahead!

Neil Bolton

Jerry Pett

Winchester City Council Ward Members for Upper Meon Valley

COUNTY COUNCILLOR ROB HUMBY'S REPORT MAY 2024

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New County Council Cabinet Portfolios

- **Councillor Rob Humby**
 - Leader and Executive Member for Hampshire 2050 and Corporate Services
- **Councillor Roz Chadd**
 - Deputy Leader and Executive Member for Hampshire 2050 and Corporate Services
- **Councillor Liz Fairhurst**
 - Executive Lead Member for Adult Social Care and Public Health
- **Councillor Jan Warwick**
 - Executive Member for Younger Adults and Health and Wellbeing
- **Councillor Edward Heron**
 - Executive Lead Member for Children's Services
- **Councillor Steve Forster**
 - Executive Member for Education
- **Councillor Nick Adams-King**
 - Executive Lead Member for Universal Services
- **Councillor Kirsty North**
 - Executive Member for Countryside and Regulatory Services
- **Councillor Zoe Huggins**
 - Executive Member for Performance, Human Resources, Communications and Inclusion and Diversity

PRIMARY SCHOOL PLACE OFFERS CONFIRMED BY HAMPSHIRE COUNTY COUNCIL

Parents in Hampshire who applied on time for a school place for children starting school in September 2024 – either in Reception Year or in year 3 in a junior school – have been sent the outcome of their application by Hampshire County Council

[Primary school place offers confirmed by Hampshire County Council | Hampshire County Council \(hants.gov.uk\)](https://www.hants.gov.uk/primary-school-place-offers-confirmed-by-hampshire-county-council)

CHANGES ANNOUNCED TO HAMPSHIRE COUNTY COUNCIL'S CABINET

The following changes to Hampshire County Council's Cabinet membership have been announced today, as Councillor Russell Oppenheimer has been asked to step down as Executive Member for Universal Services – Countryside and Regulatory Services in relation to confidentiality issues

[Changes announced to Hampshire County Council's Cabinet | Hampshire County Council \(hants.gov.uk\)](https://www.hants.gov.uk/changes-announced-to-hampshire-county-councils-cabinet)

Services provided by Hampshire County Council include:

Our services

Births, deaths and ceremonies

Business, economy and consumers

Community support

Education and learning

Jobs, careers and volunteering

Land, planning and environment

Libraries and archives

Social care and health

Things to do in Hampshire

Transport and roads

Waste prevention and recycling

About the council

District, borough and city councils

District, borough and city councils provide services such as:

- Household waste collection
- Domestic planning applications
- Council Tax collection
- Housing

[Find your local district or borough council](#)

Parish, community and town councils

These councils operate at a level below district and borough councils and in some cases, unitary authorities.

They are elected and can help on a number of local issues, like providing:

- allotments
- public clocks
- bus shelters
- community centres
- play areas and play equipment
- grants to help local organisations
- consultation on neighbourhood planning

MEETING REPORT: Meeting Dates 2024/25

DATE: 13/05/24

WRITTEN BY: The Clerk

AGENDA ITEM: 9

The proposed meeting dates for 2024/25 are as follows all starting at 7pm:

Monday 10 June 2024

Monday 08 July 2024

Monday 09 September 2024

Monday 14 October 2024

Monday 11 November 2024

Monday 09 December 2024

Monday 13 January 2025

Monday 10 February 2025

Monday 10 March 2025

Monday 14 April 2025

MEETING REPORT: Council Representatives

DATE: 13/05/24

WRITTEN BY: The Clerk

AGENDA ITEM: 12

Please look at the below, as the Council would like to have a representative for each one. If you could think which one you would like to be the representative of.

Broadband
Winchester District Association
Southern Parishes
Hampshire Association of Local Councils
Planning
Rights of Way
Fly tipping
Play area
Traffic and Transport
School



the **play inspection** company

Annual Inspection

Winchester City Council

Hilly Close PA (Owslebury PC)

Hilly Close, Owslebury, Winchester,



API Associate



Unit 5, Glenmore Business Park, Blackhill Road, Poole, Dorset, BH16 6NL
t- 01202 590675 e- info@playinspections.co.uk

[www. playinspections .co.uk](http://www.playinspections.co.uk)

Inspection Scope for RPII Inspection Methodology

This document outlines the RPII scope for inspections undertaken by the Inspectors listed as Annual Inspectors on the RPII Register of Inspectors when undertaking Indoor Annual, Outdoor Annual, Outdoor Operational and Outdoor Routine inspections.

Inspections are undertaken with reference to the standards listed in this preamble only; where no date for the standard is given it will be the standard that is current at the time of inspection except where overlap periods are granted by the standards committee when standards are updated. The information contained in reports is provided to assist the owner/operator in fulfilling their responsibilities as detailed in the relevant standard. Other standards referenced within the listed standards do not form part of the inspection, unless they are also explicitly listed here.

The following standards are relevant to all installations of equipment that are publicly accessible to users; this includes public parks, pay and play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks etc. All equipment used or employed in publicly accessible areas should meet with the requirements of the relevant standards (listed below):

BS EN 1176 Parts 1, 2, 3, 4, 5, 6, 10 & 11 Playground equipment intended for permanent installation outdoors & indoors.

BS EN 1176 Part 7 - 'Guidance on Installation, Inspection, Maintenance and Operation' (this document gives guidance to the owners/operators of the facility on the installation, inspection, maintenance and operation of playground equipment, excluding ancillary items).

In the United Kingdom the National Foreword forms an important part to the understanding and implementation of the recommendations set out in this document. It clarifies the application of the document within the UK as best practice guidance, as the document has been used since its initial publication. Therefore, in the UK this standard (BS EN 1176 – Part 7) contains no requirements and needs to be read and implemented as guidance, with the use of the term 'shall' therefore becoming a recommendation, as in the term 'should'.

Domestic play equipment falls outside of the scope of BS EN 1176 and has its own standards (BS EN 71 series – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report but any comments concerning compliance will follow the requirements and recommendations of BS EN 1176.

When water play items, including spray parks, are inspected any comments concerning compliance within the inspection will refer to BS EN 1176. We have not assessed these against the requirements of BS EN 17232 (Water play equipment and features).

Other equipment that is not clearly identified as unsupervised or domestic (natural play, self-build equipment etc.) will be assessed for compliance with the relevant standard listed below:

BS EN 15312 Free access multi-sports equipment
BS EN 14974 Skateparks
BS EN 16630 Permanently installed outdoor fitness equipment
BS EN 16899 Parkour equipment (plus RPII/API guidance notes)

Annual and Post Installation inspections will take into consideration compliance with these current standards, and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area (that area which is obviously part of the playground), nominally up to three metres around, the fence line if closer, or other areas as agreed.

Operational inspections only take into consideration defects related to cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) structural integrity, wear and vandalism.

Routine visual inspections relate only to the most obvious defects such as broken or missing parts, litter, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

All inspections are non-dismantling, non-destructive and do not include any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

The inspector will access all reasonably accessible equipment and will assess all reasonably accessible parts above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment.

Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document. (Note: Ancillary items are not included in the specific equipment-type parts of the EN 1176 series; hence they are not assessed for compliance with EN 1176 series and are subject to a general safety assessment).

The owner/operator is responsible for the overall safety of the equipment and area.

The inspector will not undertake any of the following works unless specifically agreed in writing at the time of order:

Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of the impact attenuating properties of any surfaces; the identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection; the inspection of any equipment (or part thereof) that is beneath the playing surface (loose-fill materials may be moved to expose foundations); tightening any bolts, hinges or other fixing devices on any apparatus or equipment; assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment; assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming); where planting or trees are mentioned in the report no assessments of toxicity, suitability or condition are undertaken – the owner/operator should have suitable inspections provided by a competent person.

The owner/operator should have a 'design risk assessment' provided by the manufacturer/designer of the area for the equipment and location in which the facility is installed.

The operator is responsible for managing risks of their provision and is required by law to carry out a 'suitable and sufficient assessment' of the risks associated with a site or activity. This inspection shall be considered as contributing to the operator's discharge of this responsibility.

The details contained within the report are a snapshot of the condition at the time of inspection only and subsequent events may affect the condition of the facility. Suggested remedial actions are based on the knowledge and experience of the inspector and/or that of the inspection company. The owner/operator should always seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

A full copy of the Play Inspection Company Ltd. Terms & Conditions is available on our website (www.playinspections.co.uk)

The operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facilities. The inspection guidance is listed in Table 1, with an indication of which parts will be included in an RPII Annual or Post-Installation Inspection. The relevant standards also contain additional parts which the operator should follow.

Inspection recommendations of relevant standards Refer to relevant standards for full text	Annual Main	RPII Annual/ Post Installation Inspection
6.1 d) Overall levels of safety of equipment (see note 1)	✓	✓ [1]
6.1 d) Overall levels of safety of foundations (see note 1)	✓	✓ [1]
6.1 d) Overall levels of safety of playing surfaces (see note 2)	✓	✓ [2]
6.1 d) Compliance with the relevant parts of the standard and or risk assessment (see note 3)	✓	✓ [3]
6.1 d) Effects of weather	✓	✓
6.1 d) Presence of rot, decay or corrosion (see note 1)	✓	✓ [1]
6.1 d) Assessment of repairs made or added or replaced components (see note 4)	✓	✓ [4]
6.1 d) Excavation or dismantling/additional measures	✓	✗
6.2.1 Assessment of glass reinforced plastics (see note 5)	✓	✓ [5]
6.2.1 Inspection of one post equipment (see note 1)	✓	✓ [1]
6.2.4 Undertaking the Operators inspection protocol	✓	✗

NB: The clause numbers in table 1 are taken from BS EN 1176 - Part 7:2020. The content is equally applicable to all other relevant standards listed herein. Playgrounds contain a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator's overall Annual Main Inspection as detailed in the relevant standards.

[1] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested or with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment.

[2] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on RPII annual inspections.

[3] The inspection assesses compliance where this can be tested on site using manual methods without dismantling, destruction and without the use of tools or specialist equipment.

[4] The operator should use manufacturer's recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance.

[5] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.

Risk Assessment Matrix

			Scores in the report are multiplication factors of Likelihood x Severity					
			Severity>>					
Likelihood	Very High probability, if the situation is not addressed an accident is almost certain.	5	Very High	VL (5)	L (10)	M (15)	H (20)	VH (25)
	High probability an accident is probable without any added factor.	4	High	VL (4)	L (8)	M (12)	H (16)	H (20)
	Moderate probability an incident is foreseeable.	3	Moderate	VL (3)	L (6)	L (9)	M (12)	M (15)
	Some probability, requires a combination of factors to take place.	2	Low	VL (2)	VL (4)	L (6)	L (8)	L (10)
	No significant probability; lightning strike, freak accident.	1	Very Low	VL (1)	VL (2)	VL (3)	VL (4)	VL (5)
			Very Low	Low	Moderate	High	Very High	
			1	2	3	4	5	
			No injury likely e.g. damaged or soiled clothing, minor bruising, grazes	Minor injury, laceration or bruising requiring first aid only	Injury requiring medical intervention e.g. cuts requiring stitches	Serious injury including concussions or fracture of long bones	Severe injury involving a potential life changing injury or fatality	
			Severity>>					
<p>Note 1: The total risk scores included within our reports are a multiplication factor of the calculated Likelihood and Severity of each finding. Both Likelihood and Severity are given a number between 1 - 5 as shown on the matrix above and these two numbers are then multiplied together to give the total risk score that is shown against defects on the report. Total risk scores can be divided in both directions, i.e. a total risk score of 12 could be a Likelihood (3) x Severity (4) or Likelihood (4) x Severity (3).</p> <p>Note 2: When we inspect we only see a snapshot of the current condition of the equipment. It is the operators responsibility to ensure that there is a continuing level of maintenance to keep the equipment in good working order and the site fit for use.</p>								

Equipment has been assessed to the following standards where relevant:

- BS EN 1176 Parts 1-11 (Playground equipment and surfacing)
- BS EN 14974 (Facilities for users of roller sports equipment)
- BS EN 15312 (Free access multi-sports equipment)
- BS EN 16899 (Parkour Equipment)
- BS EN 16630 (Outdoor Fitness Equipment).



Hilly Close PA (Owslebury PC)

Inspection Ref: 2331845

Site Ref: 33703

Inspected: 2-April-2024 - 08:26 by Dom Park (RPII Annual Inspector)

Risk Assessment: 10 Low Risk



Location:

The site is partially overlooked by properties in the local community

Disabled Access:

Generally accessible; an area accessible to most.

i 8 - Low Risk

Item: Site General
Manufacturer: Owner/Operator
Surface Type: N/A
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A

Total Findings: 1



Finding 1

There is an old bin frame in the area - Remove

i 5 - Very Low Risk

Item: Sign
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A

Total Findings: 1



Finding 1

BS EN 1176 Part 7 recommends that signage shall include emergency contact details and contact details of owner / operator for reporting maintenance issues - Provide additional information

i 6 - Low Risk

Item: Gate - Self Closing
Manufacturer: I.A.E. Fencing
Surface Type: Paving Slabs
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

There is weed / vegetation growth on, between, or around the edges of the surfacing - Remove weed / vegetation growth

i 4 - Very Low Risk

Item: Gate - Maintenance
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

The maintenance gate was correctly padlocked at the time of inspection, however this means that the inspector was unable to fully assess the gate - Ensure that there are 12mm gaps throughout the full range of motion on gate/s and between leaves where relevant



i 6 - Low Risk

Item: Fence - Chainlink
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting / corroding - Treat affected areas and repaint

i 6 - Low Risk

Item: Bench
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting / corroding - Treat affected areas and repaint



i 4 - Very Low Risk

Item: Litter Bin
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

This item is satisfactory - no work required -

i 6 - Low Risk

Item: Swing Barrier
Manufacturer: Playdale Playgrounds Ltd
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

There is some evidence of rot in the timber - Monitor for any further deterioration and replace as required

i 10 - Low Risk

Item: Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd
Surface Type: Bonded Rubber Mulch
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 7



Finding 1

We do not recommend the use of bird spikes - Remove and replace with upturned cables ties if required

Finding 3

A number of fixing(s) have worked loose - Secure all loose fixings

Finding 5

The seat protection joint cover is missing - Replace

Finding 7

A number of fixing(s) have worked loose - Secure all loose fixings

Finding 2

There are post / end caps missing from the item - Replace missing post caps

Finding 4

The bushes are showing signs of wear - Monitor for any further deterioration and replace as required

Finding 6

There is some notable evidence of chain wear - Monitor for any further deterioration and replace when 40% worn

6 - Low Risk

Item: 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds
Surface Type: Wet Pour
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 4



Finding 1

The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting / corroding - Treat affected areas and repaint

Finding 2

The bushes are showing signs of wear - Monitor for any further deterioration and replace as required

Finding 3

There is some notable evidence of chain wear - Monitor for any further deterioration and replace when 40% worn

Finding 4

There is algae or moss on the surface of the equipment - Clean and treat appropriately

10 - Low Risk

Item: Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd
Surface Type: Mixed Surface
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: 5 -10 Years
Total Findings: 3



Finding 1

There is some evidence of rot in the timber - Monitor for any further deterioration and replace as required

Finding 2

There are 2x timber posts on the structure that have rotted - Replace all affected timbers

Finding 3

There is some strimmer / machinery damage apparent on the posts, this can penetrate the preservative applied to the timber and accelerate the rotting process - Monitor for any deterioration (rot) and replace as required

i 8 - Low Risk

Item: Spring See-Saw
Manufacturer: Kompan Ltd
Surface Type: Mixed Surface
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 2



Finding 1

There is/are bolt cap covers missing or damaged on the item - Replace missing or damaged bolt cap covers

Finding 2

The Handgrips/Footrests rotate and may cause an unexpected movement for the user - Secure Handgrips/Footrests to prevent rotation.

i 10 - Low Risk

Item: Roundabout
Manufacturer: Wicksteed Playgrounds
Surface Type: Wet Pour
Item Quantity: 1
Equipment Compliance: No
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 2



Finding 1

There is/are finger entrapment/s in the seat and the item fails to meet the requirements of BS EN 1176 Part 1 4.2.7.6
 Entrapment of fingers - Replace missing fixings to remove entrapments

Finding 2

The bearing is worn / damaged and the item is not operating correctly - Repair / replace



i 8 - Low Risk

Item: Multi Play (Junior)
Manufacturer: Husson UK
Surface Type: Mixed Surface
Item Quantity: 1
Equipment Compliance: No
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 6



Finding 1

The grass has eroded within the impact area of the equipment and may not provide the necessary impact attenuating properties for the equipment fall height; the surface may also be slippery in wet weather - Reinstate the grass or provide an all weather surface

Finding 3

There is algae or moss on the surface of the equipment - Clean and treat appropriately

Finding 5

The paint is flaking off the metalwork - Rub down and re-paint

Finding 2

There are unused fixing points - Refer to manufacturer

Finding 4

There is / are toggle entrapment/s present in contravention of the recommendations set out in BS EN 1176 Part 3 - Monitor - no remedial work recommended

Finding 6

Cable ties have been used on the item and there are sharp projecting ends - Remove if not required or replace with a more appropriate alternative fixing method if used as a fixing

i 6 - Low Risk

Item: Multi Play (Senior)
Manufacturer: Proludic
Surface Type: Grass Matrix Tiles
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 3



Finding 1

There is some notable evidence of chain wear - Monitor for any further deterioration and replace when 40% worn

Finding 2

The bearing on the unit is dry - Service and lubricate the bearing(s)

Finding 3

The item is slightly loose in its foundations - Monitor for any further deterioration and repair as required

i 8 - Low Risk

Item: Basketball Post
Manufacturer: Sure Shot
Surface Type: Bitmac
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: N/A
Life Expectancy: 5 -10 Years
Total Findings: 1



Finding 1

The net is loose - Repair

Findings information

8 - Low Risk (Finding 1)

Item: Ancillary Items - Site General
Manufacturer: Owner/Operator

Risk Level: L - Low Risk
Surface: N/A



Finding: There is an old bin frame in the area

Action: Remove

5 - Very Low Risk (Finding 1)

Item: Ancillary Items - Sign
Manufacturer: Not Identified

Risk Level: V - Very Low Risk
Surface: Grass



Finding: BS EN 1176 Part 7 recommends that signage shall include emergency contact details and contact details of owner / operator for reporting maintenance issues

Action: Provide additional information

i 6 - Low Risk (Finding 1)

Item: Gates - Gate - Self Closing
Manufacturer: I.A.E. Fencing

Risk Level: L - Low Risk
Surface: Paving Slabs



Finding: There is weed / vegetation growth on, between, or around the edges of the surfacing
Action: Remove weed / vegetation growth

i 4 - Very Low Risk (Finding 1)

Item: Gates - Gate - Maintenance
Manufacturer: Not Identified

Risk Level: V - Very Low Risk
Surface: Grass



Finding: The maintenance gate was correctly padlocked at the time of inspection, however this means that the inspector was unable to fully assess the gate
Action: Ensure that there are 12mm gaps throughout the full range of motion on gate/s and between leaves where relevant

i 6 - Low Risk (Finding 1)

Item: Fences - Fence - Chainlink
Manufacturer: Not Identified

Risk Level: L - Low Risk
Surface: Grass



Finding: The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting / corroding

Action: Treat affected areas and repaint

i 6 - Low Risk (Finding 1)

Item: Ancillary Items - Bench
Manufacturer: Not Identified

Risk Level: L - Low Risk
Surface: Grass



Finding: The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting / corroding

Action: Treat affected areas and repaint

i 6 - Low Risk (Finding 1)

Item: Swings - Swing Barrier
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass



Finding: There is some evidence of rot in the timber

Action: Monitor for any further deterioration and replace as required

i 8 - Low Risk (Finding 1)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Bonded Rubber Mulch



Finding: We do not recommend the use of bird spikes

Action: Remove and replace with upturned cables ties if required

i 6 - Low Risk (Finding 2)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Bonded Rubber Mulch



Finding: There are post / end caps missing from the item

Action: Replace missing post caps

i 10 - Low Risk (Finding 3)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Bonded Rubber Mulch



Finding: A number of fixing(s) have worked loose

Action: Secure all loose fixings

i 4 - Very Low Risk (Finding 4)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: V - Very Low Risk
Surface: Bonded Rubber Mulch



Finding: The bushes are showing signs of wear

Action: Monitor for any further deterioration and replace as required

i 8 - Low Risk (Finding 5)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Bonded Rubber Mulch



Finding: The seat protection joint cover is missing

Action: Replace

i 6 - Low Risk (Finding 6)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Bonded Rubber Mulch



Finding: There is some notable evidence of chain wear

Action: Monitor for any further deterioration and replace when 40% worn

i 8 - Low Risk (Finding 7)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Bonded Rubber Mulch



Finding: A number of fixing(s) have worked loose

Action: Secure all loose fixings

i 6 - Low Risk (Finding 1)

Item: Swings - 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting / corroding

Action: Treat affected areas and repaint

i 4 - Very Low Risk (Finding 2)

Item: Swings - 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds

Risk Level: V - Very Low Risk
Surface: Wet Pour



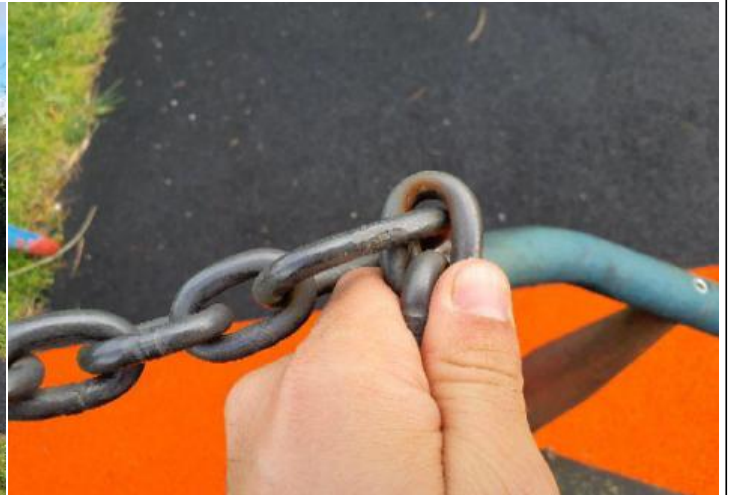
Finding: The bushes are showing signs of wear

Action: Monitor for any further deterioration and replace as required

i 6 - Low Risk (Finding 3)

Item: Swings - 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: There is some notable evidence of chain wear

Action: Monitor for any further deterioration and replace when 40% worn

i 6 - Low Risk (Finding 4)

Item: Swings - 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: There is algae or moss on the surface of the equipment

Action: Clean and treat appropriately

i 6 - Low Risk (Finding 1)

Item: Activity Equipment - Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: There is some evidence of rot in the timber

Action: Monitor for any further deterioration and replace as required

i 10 - Low Risk (Finding 2)

Item: Activity Equipment - Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: There are 2x timber posts on the structure that have rotted

Action: Replace all affected timbers

i 6 - Low Risk (Finding 3)

Item: Activity Equipment - Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: There is some strimmer / machinery damage apparent on the posts, this can penetrate the preservative applied to the timber and accelerate the rotting process

Action: Monitor for any deterioration (rot) and replace as required

i 4 - Very Low Risk (Finding 1)

Item: Rocking Equipment - Spring See-Saw
Manufacturer: Kompan Ltd

Risk Level: V - Very Low Risk
Surface: Mixed Surface



Finding: There is/are bolt cap covers missing or damaged on the item

Action: Replace missing or damaged bolt cap covers

i 8 - Low Risk (Finding 2)

Item: Rocking Equipment - Spring See-Saw
Manufacturer: Kompan Ltd

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: The Handgrips/Footrests rotate and may cause an unexpected movement for the user
Action: Secure Handgrips/Footrests to prevent rotation.

i 8 - Low Risk (Finding 1)

Item: Rotor Play - Roundabout
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: There is/are finger entrapment/s in the seat and the item fails to meet the requirements of BS EN 1176 Part 1 4.2.7.6 Entrapment of fingers
Action: Replace missing fixings to remove entrapments

i 10 - Low Risk (Finding 2)

Item: Rotor Play - Roundabout
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: The bearing is worn / damaged and the item is not operating correctly
Action: Repair / replace

i 8 - Low Risk (Finding 1)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: The grass has eroded within the impact area of the equipment and may not provide the necessary impact attenuating properties for the equipment fall height; the surface may also be slippery in wet weather
Action: Reinststate the grass or provide an all weather surface

i 8 - Low Risk (Finding 2)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: There are unused fixing points

Action: Refer to manufacturer

i 8 - Low Risk (Finding 3)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: There is algae or moss on the surface of the equipment

Action: Clean and treat appropriately

i 5 - Very Low Risk (Finding 4)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: V - Very Low Risk
Surface: Mixed Surface



Finding: There is / are toggle entrapment/s present in contravention of the recommendations set out in BS EN 1176 Part 3

Action: Monitor - no remedial work recommended

i 6 - Low Risk (Finding 5)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: The paint is flaking off the metalwork

Action: Rub down and re-paint

i 6 - Low Risk (Finding 6)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: L - Low Risk
Surface: Mixed Surface



Finding: Cable ties have been used on the item and there are sharp projecting ends

Action: Remove if not required or replace with a more appropriate alternative fixing method if used as a fixing

i 6 - Low Risk (Finding 1)

Item: Activity Equipment - Multi Play (Senior)
Manufacturer: Proludic

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: There is some notable evidence of chain wear

Action: Monitor for any further deterioration and replace when 40% worn

i 6 - Low Risk (Finding 2)

Item: Activity Equipment - Multi Play (Senior)
Manufacturer: Proludic

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: The bearing on the unit is dry

Action: Service and lubricate the bearing(s)

i 6 - Low Risk (Finding 3)

Item: Activity Equipment - Multi Play (Senior)
Manufacturer: Proludic

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: The item is slightly loose in its foundations

Action: Monitor for any further deterioration and repair as required

i 8 - Low Risk (Finding 1)

Item: Multi Use Games Area - Basketball Post
Manufacturer: Sure Shot

Risk Level: L - Low Risk
Surface: Bitmac



Finding: The net is loose

Action: Repair

MEETING REPORT: Notice Board & Sports Field Road

DATE: 13 May 2024

WRITTEN BY: The Clerk

AGENDA ITEM: 15

Resurface Sports Field Road

It has been noted that the driveway into the sports field is becoming difficult to drive down. There is many holes in the driveway. As the sports field is being used regularly for the next three months would the council consider having it resurfaced?

Morestead Road Notice Board

I have been made aware that the notice board on the Morestead Road had fallen off its stand. I asked the ACSO to visit the notice board and he reported that the notice board was irreparable and has removed it and disposed of it through the proper channels.

Therefore, the Council need to decide if they would like to purchase a new notice board to replace the old one.

MEETING REPORT: Lengthsman

DATE: 13 May 2024

WRITTEN BY: The Clerk

AGENDA ITEM: 17

Colden Common has passed the running of the Lengthsman Scheme over to Hursley Parish Council.

Due to the rising costs from Premier Grounds, Grass and Grounds will be the new contractor.

They are very keen to start and the Clerk of Hursley has met with them to talk through this year and make plans and they hope to start early May.

Hursley would like to know if the Council wish to have the Lengthsman visit 4 times a year for 12 hours each visit and pay for the extra 4 hours or have them visit 3 times a year for 10 hours each visit at no extra cost.

The Council currently have the Lengthsman visit 3 times a year for 10 hours each visit.

Owslebury Parish Council
2024/25

PAYMENTS	Amount (£)	Payee	Payment Type
1	7.31	3 Phone	DD
2	336.00	HALC - Subs for 2024/25	
3	3.60	IONOS - Webhosting	DD
4	316.00	Mens Shed - Telephone Box	
5	332.00	Raven about Wood - Notice Board	
6	195.00	WCC - Dog Bins	
7	6.00	IONOS - Webhosting Basic Fee	DD
8	158.64	Phil Space - Toilet	WM/YM
9	571.38	Clear Councils - Insurace	
10	1,127.61	Swanmore - ACSO	
11	55.80	OPHMC - April Meetings	
12	504.00	Clerks Salary - April	
13	126.00	HMRC	
14	285.00	John Murray - Internal Audit	

Voucher	Amount (£)	Payee
RECEIPTS		
1	766.00	Waste Prevention Grant for GrOws
2	22,069.00	Precept
3	111.13	CCLA Interest
4	2,000.00	Boomtown Grant
5	50.00	Cycle Race

Chairman:

Date:

RFO:

Date:

Bank and short term deposit balances/bank reconciliaton

1. BANK BALANCES

30/04/2024

CASH BOOK BALANCE		£	£
	Balances 1st April 2024		45,480.18
	income		24,996.13
	expenses		-4,024.34
	CASH BOOK BALANCE		66,451.97
	add o/s payment		3,862.10
	less o/s receipts		0.00
	Control total		<u>70,314.07</u>
BANK STATEMENTS			
	Treasurers account	70,314.07	
	Business 30 Day notice	0.00	
	Business Instant access	0.00	
	Per bank statements		70,314.07
	Difference		<u>-0.00</u>

2. SHORT TERM DEPOSIT

CCLA 25,000.00

3. TOTAL OF BANK AND SHORT TERM DEPOSITS 91,451.97

MODEL FINANCIAL REGULATIONS FOR LOCAL COUNCILS

This Model Financial Regulations template was produced by the National Association of Local Councils (NALC) in April 2024 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

Notes to assist in the use of this template:

- 1) This document is a model for councils of all sizes to use to develop their own financial regulations, suitable for the size of the council and the activities it undertakes.
- 2) Bold text indicates legal requirements, which a council cannot change or suspend.
- 3) For the rest, each council needs to adapt the model to suit its size and structure. For example, some councils have both a clerk and RFO, possibly with several more staff, while others have a single employee as clerk/RFO. Some councils have committees, some have a high level of delegation and some make all decisions at full council meetings. Many now use online payment methods, but others still rely on cheques.
- 4) Curly brackets indicate words, sentences or sections that can be removed if not applicable, or amended to fit the council's circumstances. An example of this is the phrase {or duly delegated committee}, which can be deleted if there are no committees.
- 5) Specific areas that may need adapting:
 - a) In 1.5 – is the Clerk the RFO?
 - b) In 3.3 and 3.4, the words “Governance and Accountability” do not apply in Wales
 - c) In section 4, does the council have committees and how many years are forecast?
 - d) In 5.6, does the council issue an open invitation to tender, or invite specific firms?
 - e) In 5.9, are online prices acceptable evidence?
 - f) In 5.13, 5.15 and 5.17, does the council have committees?
 - g) In 5.16, will a councillor ever be instructed to place an order?
 - h) In 5.20, is there a minimum level for official orders?
 - i) Section 6 includes several alternatives to cover delegation to committees or to officers, approval of invoices individually or in batches, or for approval of regular contractual payments at the beginning of the year.
 - j) Sections 7, 8 and 9 also includes several alternatives, including wording for where the clerk is a signatory. These are intended to allow a council's financial regulations to fit what they actually do, not to force any council to change what they do.
 - k) Section 10 gives two alternatives, with or without petty cash.
 - l) 13.6 has alternatives for VAT-registered and unregistered councils – only use one.
 - m) 13.7 and 13.8 are removable if they don't apply to the council.

- n) Much of Section 16 can be deleted if not applicable.
 - o) 17.3, is the Clerk the RFO or will the RFO consult the Clerk?
- 6) Square brackets indicate where the council needs to specify who, or how much, or what the timescale is. For example [£500] might need to be £100, or [October] might need to be November, or [the council] might need to say the Policy and Resources Committee.
- a) In 4.1 and 4.7, select the wording for England or Wales, based on your location.
 - b) In Section 4, the council needs to determine the timescale for its budget setting.
- 7) It is challenging to try to offer guidance on setting financial limits. A council spending £1,000 a year is unlikely to delegate authority to spend £500 to its proper officer, but one spending £5 million a year might regard £5,000 as a reasonable limit. Each council needs to determine its own limits, that help, rather than hinder, its operations.
- 8) Key limits to set:
- a) In 5.6, at what limit will the council require a formal tender process to ensure fair competition, rather than just asking for quotes? If this is set too low, it may discourage suppliers. Many small councils might only use formal tenders once every few years.
 - b) In 5.8, at what limit will the council require fixed-price quotes rather than estimates?
 - c) In 5.9, at what level can smaller purchases be made without competition?
 - d) In 5.15, at what level can purchases be made under delegated authority (having complied with the rules about obtaining prices)?
 - e) In 5.18, how much can the clerk commit to spending in an emergency?
 - f) In 6.9, can payment of invoices (for purchases that have already been authorised) be authorised by an officer under delegated authority as a general principle, or only to avoid problems?
 - g) In Section 9, what are the limits for card payments?
 - h) In 16.5, what value of assets can be bought or disposed of, without seeking council approval?
- 9) The contents list is a table that extracts section headings from the document. It can be updated by clicking on the contents list, whereupon a tab saying "update table" appears at the top of the list.
- 10) Once this model has been tailored to fit the council's needs, the resulting Financial Regulations (with the insertion of the council's name at the top) should be adopted at a meeting of the full council. The date of adoption should be inserted below the Contents. Any subsequent proposal for amendment should also be made to the full council.
- 11) The council should keep abreast of developments in legislation that affect the local council sector and should review and update its Financial Regulations annually.
- 12) Please ensure that the latest approved version is published on the council's website.

[ENTER COUNCIL NAME] FINANCIAL REGULATIONS

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These Financial Regulations were adopted by the council at its meeting held on ~~[enter~~
~~date]~~^{13th May 2024}

Formatted: Superscript

1. General

- 1.1. These Financial Regulations govern the financial management of the council and may only be amended or varied by resolution of the council. They are one of the council's governing documents and shall be observed in conjunction with the council's Standing Orders.
- 1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of councillor into disrepute.
- 1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.
- 1.4. In these Financial Regulations:
 - 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
 - "Approve" refers to an online action, allowing an electronic transaction to take place.
 - "Authorise" refers to a decision by the council, or a committee or an officer, to allow something to happen.
 - 'Proper practices' means those set out in *The Practitioners' Guide*
 - *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
 - 'Must' and **bold text** refer to a statutory obligation the council cannot change.
 - 'Shall' refers to a non-statutory instruction by the council to its members and staff.
- 1.5. The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council. [The Clerk has been appointed as RFO and these regulations apply accordingly.] The RFO;
 - acts under the policy direction of the council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and control systems;
 - ensures the accounting control systems are observed;
 - ensures the accounting records are kept up to date;
 - seeks economy, efficiency and effectiveness in the use of council resources; and
 - produces financial management information as required by the council.
- 1.6. **The council must not delegate any decision regarding:**

- setting the final budget or the precept (council tax requirement);
- the outcome of a review of the effectiveness of its internal controls
- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations from the internal or external auditors

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of ~~£5,000~~; and

2. Risk management and internal control

2.1. **The council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.**

2.2. The Clerk ~~[with the RFO]~~ shall prepare, for approval by ~~{the council}~~, a risk management policy covering all activities of the council. This policy and consequential risk management arrangements shall be reviewed by the council at least annually.

2.3. When considering any new activity, the Clerk ~~[with the RFO]~~ shall prepare a draft risk assessment including risk management proposals for consideration by the council.

2.4. **At least once a year, the council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.**

2.5. **The accounting control systems determined by the RFO must include measures to:**

- ensure that risk is appropriately managed;
- ensure the prompt, accurate recording of financial transactions;
- prevent and detect inaccuracy or fraud; and
- allow the reconstitution of any lost records;
- identify the duties of officers dealing with transactions and
- ensure division of responsibilities.

2.6. ~~At least [once in each quarter]~~, and at each financial year end, a member other than the Chair ~~{or a cheque signatory}~~ shall be appointed to verify bank reconciliations ~~{for all accounts}~~ produced by the RFO. The member shall sign and date the reconciliations and the original bank statements ~~{or similar document}~~ as evidence of this. This activity, including any exceptions, shall be reported to and noted by the council ~~{Finance Committee}~~.

2.7. Regular back-up copies shall be made of the records on any council computer and stored either online or in a separate location from the computer. The council shall put measures in place to ensure that the ability to access any council computer is not lost if an employee leaves or is incapacitated for any reason.

3. Accounts and audit

- 3.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.
- 3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**
 - **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
 - **a record of the assets and liabilities of the council;**
- 3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual ~~{Governance and Accountability}~~ Return.
- 3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual ~~{Governance and Accountability}~~ Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them ~~{with any related documents}~~ to the council, within the timescales required by the Accounts and Audit Regulations.
- 3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.
- 3.7. The internal auditor shall be appointed by ~~{the council}~~ and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.
- 3.8. The council shall ensure that the internal auditor:
 - is competent and independent of the financial operations of the council;
 - reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
 - can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and

- has no involvement in the management or control of the council
- 3.9. Internal or external auditors may not under any circumstances:
- perform any operational duties for the council;
 - initiate or approve accounting transactions;
 - provide financial, legal or other advice including in relation to any future transactions; or
 - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.
- 3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.
- 3.12. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

4. Budget and precept

- 4.1. **Before setting a precept, the council must calculate its ~~council tax (England)/budget (Wales)~~ requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**
- 4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by ~~the council~~ at least annually in ~~October~~ for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the ~~Chairman [Chair of the Council or relevant committee]. (The RFO will inform committees of any salary implications before they consider their draft their budgets.)~~
- 4.3. No later than ~~January [month]~~ each year, the RFO shall prepare a draft budget with detailed estimates of all ~~receipts and payments [income and expenditure]~~ for the following financial year ~~along with a forecast for the following [three financial years]~~, taking account of the lifespan of assets and cost implications of repair or replacement.
- 4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. ~~Unspent funds for partially completed projects may only be carried forward (by placing them in an earmarked reserve) with the formal approval of the full council.~~
- 4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the ~~full council [finance committee]~~ not later than the end of ~~November~~ each year.

- 4.6. The draft budget ~~{with any committee proposals and {three-year}}~~ forecast, including any recommendations for the use or accumulation of reserves, shall be considered by the ~~full {finance committee and a recommendation made to the}~~ council.
- 4.7. Having considered the proposed budget and ~~{three-year}~~ forecast, the council shall determine its ~~{council tax (England)/budget (Wales)}~~ requirement by setting a budget. The council shall set a precept for this amount no later than ~~{the end of January}~~ for the ensuing financial year.
- 4.8. **Any member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must and must disclose at the start of the meeting that Section 106 applies to them.**
- 4.9. The RFO shall **issue the precept to the billing authority no later than the end of February** and supply ~~the council each member~~ with a copy of the agreed annual budget.
- 4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.
- 4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the ~~full council {or relevant committee}~~.

5. Procurement

- 5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.
- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with these the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.
- 5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Public Contracts Regulations 2015 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.**
- 5.5. Where the estimated value is below the Government threshold, the council shall ~~{with the exception of items listed in paragraph 6.12}~~ obtain prices as follows:
- 5.6. For contracts estimated to exceed ~~{£60,000}~~ including VAT, the Clerk shall ~~{seek formal tenders from at least {three} suppliers agreed by [the council]} OR {advertise an open invitation for tenders in compliance with any relevant provisions of the Legislation}~~. Tenders shall be invited in accordance with Appendix 1.

5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation¹ regarding the advertising of contract opportunities and the publication of notices about the award of contracts.**

5.8. For contracts greater than **£3,000** excluding VAT the Clerk ~~{or RFO}~~ shall seek at least ~~{3}~~ fixed-price quotes;

5.9. where the value is between **£500** and **£3,000** excluding VAT, the Clerk ~~{or RFO}~~ shall try to obtain 3 estimates ~~{which might include evidence of online prices, or recent prices from regular suppliers.}~~

5.10. For smaller purchases, ~~{the clerk}~~ shall seek to achieve value for money.

5.11. **Contracts must not be split into smaller lots to avoid compliance with these rules.**

5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:

- i. specialist services, such as legal professionals acting in disputes;
- ii. repairs to, or parts for, existing machinery or equipment;
- iii. works, goods or services that constitute an extension of an existing contract;
- iv. goods or services that are only available from one supplier or are sold at a fixed price.

5.13. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the ~~full council~~ ~~{or relevant committee}~~. Avoidance of competition is not a valid reason.

5.14. The council shall not be obliged to accept the lowest or any tender, quote or estimate.

5.15. Individual purchases within an agreed budget for that type of expenditure may be authorised by:

- ~~{the Clerk}~~, under delegated authority, for any items below **£500** excluding VAT.
- the Clerk, in consultation with the Chair of the Council ~~{or Chair of the appropriate committee}~~, for any items below **£2,000** excluding VAT.
- ~~{a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under £5,000 excluding VAT}~~
- ~~{in respect of grants, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council.}~~
- the council for all items over **£5,000**;

¹ The Regulations require councils to use the Contracts Finder website if they advertise contract opportunities and also to publicise the award of contracts over £30,000 including VAT, regardless of whether they were advertised.

Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail.

- 5.16. No individual member, or informal group of members may issue an official order ~~{unless instructed to do so in advance by a resolution of the council}~~ or make any contract on behalf of the council.
- 5.17. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the ~~council for a duly delegated committee acting within its Terms of Reference~~ except in an emergency.
- 5.18. In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to ~~£2,000~~ excluding VAT on repair, replacement or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to ~~the council~~ as soon as practicable thereafter.
- 5.19. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless ~~the council~~ is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.
- ~~5.20. An official order or letter shall be issued for all work, goods and services (above £250) excluding VAT) unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.~~
- ~~5.21. Any ordering system can be misused and access to them shall be controlled by the RFO.~~

6. Banking and payments

- 6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with Lloyds ~~{name bank}~~. The arrangements shall be reviewed every 2 years ~~{annually}~~ for security and efficiency.
- 6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.
- 6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by ~~the RFO~~. ~~{Where the certification of invoices is done as a batch, this shall include a statement by the RFO that all invoices listed have been 'examined, verified and certified' by the RFO}~~.

- 6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.
- 6.5. All payments shall be made by ~~{online banking/cheque}~~, in accordance with a resolution of the council ~~{or duly delegated committee}~~~~{or a delegated decision by an officer}~~, unless ~~{the council}~~ resolves to use a different payment method.
- 6.6. ~~{For each financial year {the RFO} may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council {or a duly delegated committee} may authorise in advance for the year}.~~
- 6.7. ~~{A copy of this schedule of regular payments shall be signed by {two members} on each and every occasion when payment is made - to reduce the risk of duplicate payments-}~~
- 6.8. ~~{A list of such payments shall be reported to the next appropriate meeting of the council or Finance Committee} for information only.~~
- 6.9. The Clerk and RFO shall have delegated authority to authorise payments ~~{only}~~ in the following circumstances:
- i. ~~{any payments of up to £500} excluding VAT, within an agreed budget}.~~
 - ii. payments of up to £2,000 excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.
 - iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 ~~{or to comply with contractual terms}~~, where the due date for payment is before the next scheduled meeting of ~~{the council}~~, where the ~~{Clerk and RFO}~~ certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council ~~{or finance committee}~~.
 - iv. Fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council ~~{or finance committee}~~.
- 6.10. The RFO shall present a schedule of payments requiring authorisation, forming part of the agenda for the meeting, together with the relevant invoices, to the ~~council {or finance committee}~~. The council ~~{or committee}~~ shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. The authorised schedule shall be initialled immediately below the last item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.

7. Electronic payments

- 7.1. Where internet banking arrangements are made with any bank, ~~{the RFO}~~ shall be appointed as the Service Administrator. The bank mandate agreed by the council shall identify 4 ~~{a number of}~~ councillors who will be authorised to approve

transactions on those accounts and a minimum of two people will be involved in any online approval process. ~~{The Clerk may be an authorised signatory, but no signatory should be involved in approving any payment to themselves.}~~

- 7.2. All authorised signatories shall have access to view the council's bank accounts online.
- 7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.
- 7.4. The Service Administrator shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices, shall be sent ~~{by email}~~ to ~~{two}~~ authorised signatories.
- 7.5. In the prolonged absence of the Service Administrator ~~{an authorised signatory}~~ shall set up any payments due before the return of the Service Administrator.
- 7.6. Two ~~{councillors who are}~~ authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.
- 7.7. Evidence shall be retained showing which members approved the payment online ~~{and a printout of the transaction confirming that the payment has been made shall be appended to the invoice for audit purposes}~~.
- 7.8. A full list of all payments made in a month shall be provided to the next ~~full {council}~~ meeting ~~{and be included in appended to the minutes}~~.
- 7.9. With the approval of ~~{the council}~~ in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are ~~{signed/approved online}~~ by ~~{two authorised members}~~. The approval of the use of each variable direct debit shall be reviewed by ~~{the council}~~ at least every two years.
- 7.10. Payment may be made by BACS or CHAPS by resolution of ~~{the council}~~ provided that each payment is approved online by ~~{two authorised bank signatories}~~, evidence is retained and any payments are reported to ~~{the council}~~ at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 7.11. If thought appropriate by the council, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed ~~{or approved online}~~ by ~~{two members}~~, evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by ~~{the council}~~ at least every two years.
- 7.12. Account details for suppliers may only be changed upon written notification by the supplier verified by ~~{two of}~~ the Clerk and ~~{the RFO}~~ ~~{a member}~~. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every ~~{two years}~~.

7.13. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.

7.14. Remembered password facilities ~~{other than secure password stores requiring separate identity verification}~~ should not be used on any computer used for council banking.

8. ~~Cheque payments~~

~~8.1. Cheques or orders for payment in accordance with a resolution or delegated decision shall be signed by [two members]{and countersigned by the Clerk}.~~

~~8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment.~~

~~8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.~~

~~8.4. {Cheques or orders for payment shall not normally be presented for signature other than at, or immediately before or after a council (or committee) meeting}. Any signatures obtained away from council meetings shall be reported to the council (or Finance Committee) at the next convenient meeting.~~

9.8. Payment cards

~~9.1. Any Debit Card issued for use will be specifically restricted to [the Clerk and the RFO] and will also be restricted to a single transaction maximum value of [£500] unless authorised by council or finance committee in writing before any order is placed.~~

~~9.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by [the council]. Transactions and purchases made will be reported to [the council] and authority for topping-up shall be at the discretion of [the council].~~

~~9.3.8.1. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk ~~{and RFO}~~ ~~{specify other officers}~~ and any balance shall be paid in full each month.~~

~~9.4.8.2. Personal credit or debit cards of members or staff shall not be used {under any circumstances.} OR {except for expenses of up to [£250] including VAT, incurred in accordance with council policy.}~~

10. Petty Cash

~~10.1. {The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk [or RFO] (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.} OR {The RFO shall maintain a petty cash [float/imprest account] of [£250] and may provide petty cash to officers for the purpose of defraying operational and other expenses.~~

- a) ~~Vouchers for payments made from petty cash shall be kept, along with receipts to substantiate every payment.~~
- b) ~~Cash income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.~~
- c) ~~Payments to maintain the petty cash float shall be shown separately on any schedule of payments presented for approval.~~

11.9. Payment of salaries and allowances

11.1-9.1. As an employer, the council must make arrangements to comply with the statutory requirements of PAYE legislation.

11.2-9.2. Councillors allowances (where paid) are also liable to deduction of tax under PAYE rules and must be taxed correctly before payment.

11.3-9.3. Salary rates shall be agreed by the council, or a duly delegated committee. No changes shall be made to any employee's gross pay, emoluments, or terms and conditions of employment without the prior consent of the council ~~(or relevant committee).~~

11.4-9.4. Payment of salaries shall be made, after deduction of tax, national insurance, pension contributions and any similar statutory or discretionary deductions, on the dates stipulated in employment contracts.

11.5-9.5. Deductions from salary shall be paid to the relevant bodies within the required timescales, provided that each payment is reported, as set out in these regulations above.

11.6-9.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook. Payroll reports will be reviewed by the full council ~~[the finance committee]~~ to ensure that the correct payments have been made.

11.7-9.7. Any termination payments shall be supported by a report to the council, setting out a clear business case. Termination payments shall only be authorised by the full council.

11.8-9.8. Before employing interim staff, the council must consider a full business case.

12.10. Loans and investments

12.1-10.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.

12.2-10.2. Any financial arrangement which does not require formal borrowing approval from the ~~[Secretary of State/ Welsh Assembly Government]~~ (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.

12.3-10.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments,

which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.

~~12.4.10.4.~~ All investment of money under the control of the council shall be in the name of the council.

~~12.5.10.5.~~ All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

~~12.6.10.6.~~ Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

13.11. Income

~~13.1.11.1.~~ The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.

~~13.2.11.2.~~ The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk. ~~{The RFO}~~ shall be responsible for the collection of all amounts due to the council.

~~13.3.11.3.~~ Any sums found to be irrecoverable and any bad debts shall be reported to the council by ~~{the RFO}~~ and shall be written off in the year. The council's approval shall be shown in the accounting records.

~~13.4.11.4.~~ All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.

~~13.5.11.5.~~ Personal cheques shall not be cashed out of money held on behalf of the council.

~~13.6.11.6.~~ ~~{The RFO shall ensure that VAT is correctly recorded in the council's accounts using software and that any VAT Return required is submitted from the software by the due date}. OR {Any repayment claim under section 33 of the VAT Act 1994 shall be made {quarterly where the claim exceeds {£100} and} at least annually at the end of the financial year.}~~

~~13.7. {Where significant sums of cash are regularly received by the council, the RFO shall ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control record such as ticket issues, and that appropriate care is taken for the security and safety of individuals banking such cash.}~~

~~13.8. {Any income that is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting.}~~

14.12. Payments under contracts for building or other construction works

~~14.1.12.1.~~ Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.

~~14.2.12.2.~~ Any variation of, addition to or omission from a contract must be authorised by ~~{the Clerk}~~ to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

15. Stores and equipment

~~15.1. {The officer in charge of each section} shall be responsible for the care and custody of stores and equipment {in that section}.~~

~~15.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.~~

~~15.3. {Stocks shall be kept at the minimum levels consistent with operational requirements}.~~

~~15.4. {The RFO shall be responsible for periodic checks of stocks and stores, at least annually}.~~

16.13. Assets, properties and estates

~~16.1.13.1.~~ The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the council.

~~16.2.13.2.~~ The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.

~~16.3.13.3.~~ The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

~~16.4.13.4.~~ No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a written report shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).

No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, except where the estimated value of any one item does not exceed ~~{£500}~~. In each case a written report shall be provided to council with a full business case.

17.14. Insurance

~~17.1.14.1.~~ The RFO shall keep a record of all insurances effected by the council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the council's review of risk management.

~~17.2.14.2.~~ The Clerk shall give prompt notification to ~~the RFO~~ of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.

~~17.3.14.3.~~ The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to ~~the council~~ at the next available meeting. The RFO shall negotiate all claims on the council's insurers ~~in consultation with the Clerk~~.

~~17.4.14.4.~~ All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined ~~annually~~ by the council, or duly delegated committee.

18. ~~Charities~~

~~18.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.~~

19.15. Suspension and revision of Financial Regulations

~~19.1.15.1.~~ The council shall review these Financial Regulations ~~annually~~ and following any change of clerk or RFO. The Clerk shall monitor changes in legislation or proper practices and advise the council of any need to amend these Financial Regulations.

~~19.2.15.2.~~ The council may, by resolution duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the council to act unlawfully.

~~19.3.15.3.~~ The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

Appendix 1 - Tender process

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order 18 ~~[insert reference of the council's relevant standing order]~~ and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.



STANDING ORDERS

Adopted by Council on 6 May 2021

Reviewed 14 November 2022

Reviewed 15 May 2023

Reviewed 13 May 2024



OWSLEBURY & MORESTEAD PARISH COUNCIL

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Note: Standing Orders in bold contain statutory requirements.

Standing Orders in *italics* are only relevant to Owslebury Parish Council.



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1. RULES OF DEBATE AT MEETINGS

- a Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chairman of the meeting.
- b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- c A motion on the agenda that is not moved by its proposer may be treated by the chairman of the meeting as withdrawn.
- d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chairman of the meeting, is expressed in writing to the chairman.
- h A councillor may move an amendment to his own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chairman of the meeting.
- j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the chairman of the meeting.
- k One or more amendments may be discussed together if the chairman of the meeting considers this expedient but each amendment shall be voted upon separately.
- l A councillor may not move more than one amendment to an original or substantive motion.
- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.



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- o Unless permitted by the chairman of the meeting, a councillor may speak once in the debate on a motion except:
 - i. to speak on an amendment moved by another councillor;
 - ii. to move or speak on another amendment if the motion has been amended since he last spoke;
 - iii. to make a point of order;
 - iv. to give a personal explanation; or
 - v. to exercise a right of reply.
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which he considers has been breached or specify the other irregularity in the proceedings of the meeting he is concerned by.
- q A point of order shall be decided by the chairman of the meeting and his decision shall be final.
- r When a motion is under debate, no other motion shall be moved except:
 - i. to amend the motion;
 - ii. to proceed to the next business;
 - iii. to adjourn the debate;
 - iv. to put the motion to a vote;
 - v. to ask a person to be no longer heard or to leave the meeting;
 - vi. to refer a motion to a committee or sub-committee for consideration;
 - vii. to exclude the public and press;
 - viii. to adjourn the meeting; or
 - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
- s Before an original or substantive motion is put to the vote, the chairman of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived his right of reply.
- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed 5 minutes without the consent of the chairman of the meeting.



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2. DISORDERLY CONDUCT AT MEETINGS

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chairman of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chairman of the meeting to moderate or improve their conduct, any councillor or the chairman of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the chairman of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

3. MEETINGS GENERALLY

Full Council meetings ●
 Committee meetings ●
 Sub-committee meetings ●

- a **Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.**
- b **The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.**
- c **The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice**
- d **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.
- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed 15 minutes unless



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directed by the chairman of the meeting. *The Chairman will remind the members of the public that public participation will not exceed 15 minutes and a member of the public may not speak for more than 5 minutes, which will be timed. The Chairman will ask members of the public who wishes to speak, if more than 3 members of the public wish to speak is it at the Chairmans discretion to extend the time limits for speaking.*

- g Subject to standing order 3(f), a member of the public shall not speak for more than 5 minutes.
- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chairman of the meeting may direct that a written or oral response be given.
- i
- j A person who speaks at a meeting shall direct his comments to the chairman of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chairman of the meeting shall direct the order of speaking.
- l **Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To “report” means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.**
- m **A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**
- n **The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
- o **Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chairman of the Council may in their absence be done by, to or before the Vice-Chairman of the Council.**
- p **The Chairman of the Council, if present, shall preside at a meeting. If the Chairman is absent from a meeting, the Vice-Chairman of the Council if present, shall preside. If both the Chairman and the Vice-Chairman are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
- q **Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting**



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- rights present and voting.
- r **The chairman of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise his casting vote whether or not he gave an original vote.**
- See *standing orders 5(h) and (i) for the different rules that apply in the election of the Chairman of the Council at the annual meeting of the Council.*
- s **Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his vote for or against that question.** Such a request shall be made before moving on to the next item of business on the agenda.
- t The minutes of a meeting shall include an accurate record of the following:
 - i. the time and place of the meeting;
 - ii. the names of councillors who are present and the names of councillors who are absent;
 - iii. interests that have been declared by councillors and non-councillors with voting rights;
 - iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
 - v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
 - vi. if there was a public participation session; and
 - vii. the resolutions made.
- u **A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on his right to participate and vote on that matter.**
- v **No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.**



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- w **If a meeting is or becomes inquorate no business shall be transacted** and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.
- x A meeting shall not exceed a period of **3 hours**.

Commented [OP1]: Do you wish to change to 2 hours or 2.5 hours?

4. COMMITTEES AND SUB-COMMITTEES

- a **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- b **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**
- c **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- d The Council may appoint standing committees or other committees as may be necessary, and:
 - i. shall determine their terms of reference;
 - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
 - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
 - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;
 - v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer 7 days before the meeting that they are unable to attend;
 - vi. shall, after it has appointed the members of a standing committee, appoint the chairman of the standing committee;
 - vii. shall permit a committee other than a standing committee, to appoint its own chairman at the first meeting of the committee;
 - viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;



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- ix. shall determine if the public may participate at a meeting of a committee;
- x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
- xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

5. ORDINARY COUNCIL MEETINGS

- a **In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b **In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c **If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d **In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- e **The first business conducted at the annual meeting of the Council shall be the election of the Chairman and Vice-Chairman of the Council.**
- f **The Chairman of the Council, unless he has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until his successor is elected at the next annual meeting of the Council.**
- g **The Vice-Chairman of the Council, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chairman of the Council at the next annual meeting of the Council.**
- h **In an election year, if the current Chairman of the Council has not been re-elected as a member of the Council, he shall preside at the annual meeting until a successor Chairman of the Council has been elected. The current Chairman of the Council shall not have an original vote in respect of the election of the new Chairman of the Council but shall give a casting vote in the case of an equality of votes.**
- i **In an election year, if the current Chairman of the Council has been re-elected as a member of the Council, he shall preside at the annual meeting until a new Chairman of the Council has been elected. He may exercise an original vote in respect of the election of the new Chairman of**



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the Council and shall give a casting vote in the case of an equality of votes.

- j Following the election of the Chairman of the Council and Vice-Chairman of the Council at the annual meeting, the business shall include:
- i. **In an election year, delivery by the Chairman of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chairman of the Council of his acceptance of office form unless the Council resolves for this to be done at a later date;**
 - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
 - iii. Receipt of the minutes of the last meeting of a committee;
 - iv. Consideration of the recommendations made by a committee;
 - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
 - ~~vi.~~ ~~Review of the terms of reference for committees;~~
 - ~~vii-vi.~~ Appointment of members to existing committees;
 - ~~viii-vii.~~ Appointment of any new committees in accordance with standing order 4;
 - ~~ix-viii.~~ Review and adoption of appropriate standing orders and financial regulations;
 - ~~x-ix.~~ Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.
 - ~~xi-x.~~ Review of representation on or work with external bodies and arrangements for reporting back;
 - ~~xii-xi.~~ In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;
 - ~~xiii-xii.~~ Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
 - ~~xiv-xiii.~~ Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.



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6. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES

- a The Chairman of the Council may convene an extraordinary meeting of the Council at any time.
- b If the Chairman of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.
- c The chairman of a committee or a sub-committee may convene an extraordinary meeting of the committee or the sub-committee at any time.
- d If the chairman of a committee [or a sub-committee] does not call an extraordinary meeting within 7 days of having been requested to do so by 2 members of the committee or the sub-committee, any 2 members of the committee or the sub-committee may convene an extraordinary meeting of the committee or a sub-committee.

7. PREVIOUS RESOLUTIONS

- a A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least 3 councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.

8. VOTING ON APPOINTMENTS

- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chairman of the meeting.



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9. MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 7 clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least 5 clear days before the meeting.
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

10. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
 - i. to correct an inaccuracy in the draft minutes of a meeting;
 - ii. to move to a vote;
 - iii. to defer consideration of a motion;



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- iv. to refer a motion to a particular committee or sub-committee;
- v. to appoint a person to preside at a meeting;
- vi. to change the order of business on the agenda;
- vii. to proceed to the next business on the agenda;
- viii. to require a written report;
- ix. to appoint a committee or sub-committee and their members;
- x. to extend the time limits for speaking;
- xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;
- xii. to not hear further from a councillor or a member of the public;
- xiii. to exclude a councillor or member of the public for disorderly conduct;
- xiv. to temporarily suspend the meeting;
- xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);
- xvi. to adjourn the meeting; or
- xvii. to close the meeting.

11. MANAGEMENT OF INFORMATION

See also standing order 20.

- a **The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data.**
- b **The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).**
- c **The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.**



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- d **Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.**

12. DRAFT MINUTES

Full Council meetings	●
Committee meetings	●
Sub-committee meetings	●

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chairman of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chairman of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:
- "The chairman of this meeting does not believe that the minutes of the meeting of the () held on [date] in respect of () were a correct record but his view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings."
- e **If the Council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**
- f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

13. CODE OF CONDUCT AND DISPENSATIONS

See also standing order 3(u).



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- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has a disclosable pecuniary interest. They may return to the meeting after it has considered the matter in which they had the interest.
- c Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which they have another interest if so required by the Council's code of conduct. They may return to the meeting after it has considered the matter in which they had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made by a meeting of the Council, or committee or sub-committee for which the dispensation is required and that decision is final.
- f A dispensation request shall confirm:
 - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
 - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
 - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
 - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered at the beginning of the meeting of the Council, or committee or sub-committee for which the dispensation is required.
- h **A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:**
 - i. **without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;**
 - ii. **granting the dispensation is in the interests of persons living in the Council's area; or**
 - iii. **it is otherwise appropriate to grant a dispensation.**



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14. CODE OF CONDUCT COMPLAINTS

- a Upon notification by the District Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of Council of this fact, and the Chairman shall use a locum Proper Officer to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14(d).
- c The Council may:
 - i. provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
 - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d **Upon notification by the District Council that a councillor has breached the Council's code of conduct, the Council shall consider what, if any, action to take against them. Such action excludes disqualification or suspension from office.**

15. PROPER OFFICER

- a The Proper Officer shall be the clerk.
- b The Proper Officer shall:
 - i. **at least three clear days before a meeting of the council or a committee**
 - **serve on councillors by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and**
 - **Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).**

See standing order 3(b) for the meaning of clear days for a meeting of a



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full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;

- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least 5 days before the meeting confirming his withdrawal of it;
- iii. **convene a meeting of the Council for the election of a new Chairman of the Council, occasioned by a casual vacancy in his office;**
- iv. **facilitate inspection of the minute book by local government electors;**
- v. **receive and retain copies of byelaws made by other local authorities;**
- vi. hold acceptance of office forms from councillors;
- vii. hold a copy of every councillor's register of interests;
- viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
- ix. liaise, as appropriate, with the Council's Data Protection Officer;
- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
- xii. arrange for legal deeds to be executed;
(see also standing order 23);
- xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiv. record every planning application notified to the Council and the Council's response to the local planning authority on a spreadsheet;
- xv. refer a planning application received by the Council to the Chairman or in his absence the Vice-Chairman of the Council within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Council.
- xvi. manage access to information about the Council via the publication scheme; and



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- xvii. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect.
(see also *standing order 23*).

16. RESPONSIBLE FINANCIAL OFFICER

- a The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

17. ACCOUNTS AND ACCOUNTING STATEMENTS

- a "Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
 - i. the Council's receipts and payments (or income and expenditure) for each quarter;
 - ii. the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
 - iii. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
 - i. each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
 - ii. to the Council the accounting statements for the year in the form of Section 1 of the annual governance and accountability return, as required by proper practices, for consideration and approval.
- e The year-end accounting statements shall be prepared in accordance with



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proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

18. FINANCIAL CONTROLS AND PROCUREMENT

- a. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the Council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
 - v. whether contracts with an estimated value below **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity.**
- d. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of works shall be drawn up;



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- ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
 - iii. the invitation to tender shall be advertised in a locally and in any other manner that is appropriate;
 - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
 - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
 - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- e. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £181,302 for a public service or supply contract or in excess of £4,551,413 for a public works contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.**
- g. **A public contract in connection with the supply of gas, heat, electricity, drinking water, transport services, or postal services to the public; or the provision of a port or airport; or the exploration for or extraction of gas, oil or solid fuel with an estimated value in excess of £363,424 for a supply, services or design contract; or in excess of £4,551,413 for a works contract; or £820,370 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in OJEU) shall comply with the relevant procurement procedures and other requirements in the Utilities Contracts Regulations 2016.**

19. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of



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Council is subject to standing order 11.

- b Subject to the Council's policy regarding absences from work, the Clerk and Responsible Financial Officer shall notify the chairman of the council or, if they are not available, the vice-chairman of the council of absence occasioned by illness or other reason and that person shall report such absence to the council at its next meeting.
- c The chairman of the council or in their absence, the vice-chairman shall upon a resolution conduct a review of the performance and annual appraisal of the work of The Clerk and Responsible Financial Officer. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by the Council.
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's Clerk and Responsible Financial Officer shall contact the chairman of the council or in their absence, the vice-chairman of the council in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the council.
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by the Clerk and Responsible Financial Officer relates to the chairman or vice-chairman of the council, this shall be communicated to another member of the council, which shall be reported back and progressed by resolution of the council.
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.



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- g In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 19(f).

20. RESPONSIBILITIES TO PROVIDE INFORMATION

See also standing order 21.

- a In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.
- b The Council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.

21. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION

(Below is not an exclusive list).

See also standing order 11.

- a The Council shall appoint a Data Protection Officer.
- b The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning their personal data.
- c The Council shall have a written policy in place for responding to and managing a personal data breach.
- d The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.
- e The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.
- f The Council shall maintain a written record of its processing activities.

22. RELATIONS WITH THE PRESS/MEDIA

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or



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other media.

23. EXECUTION AND SEALING OF LEGAL DEEDS

See also standing orders 15(b)(xii) and (xvii).

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- b **Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.**

24. COMMUNICATING WITH DISTRICT AND COUNTY COUNCILLORS

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council representing the area of the Council.
- b Unless the Council determines otherwise, a copy of each letter sent to the District and County Council shall be sent to the ward councillor(s) representing the area of the Council.

25. RESTRICTIONS ON COUNCILLOR ACTIVITIES

- a Unless duly authorised no councillor shall:
 - i inspect any land and/or premises which the Council has a right or duty to inspect; or
 - ii issue orders, instructions or directions.

26. STANDING ORDERS GENERALLY

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Council's standing



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orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least 2 councillors to be given to the Proper Officer in accordance with standing order 9.

- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chairman of a meeting as to the application of standing orders at the meeting shall be final.

Owslebury Parish Council - Asset Register 2024/25

Description	Location	Initial Purchase Price £	Date Purchased	Declared Value	Sum Insured	Date of Last of Physical Check
Land	Recreation Ground (owned) VG80					
	Hilly Close Play Area (Licence)					
	Glebe Field (owner HP768040)	2,200.00	Jun-83			
	Triangle of Land & Bank Tree opposite Ship Inn. (CL234 Section 9 Registered 27/06/68 - finalised 01/10/70)		Oct-70			
	Land Eastern side of Whaddon Lane (CL233 Section 9 final 1/10/70)		Oct-70			
	Pond at Stag Lane. (owned CL232) Reg. 27/06/68 - finalised 01/10/70		Oct-70			
	Land nr. Lower Whiteflood Farm (rented to create pond 1933). Land Reg. finalised 01/10/70 (owned)		Oct-70			
	Morestead - licence to use as a bus shelter					
Total Land		2,200.00		0.00	0.00	
Buildings	20ft Storage Container	800.00	Feb-23	1,681.00	2,017.00	
Bus Stops & Shelters						
Bus Shelters x 3	Beech Grove					
	Morestead	7,420.95	Feb-09			
	Ship Inn	2,700.00	May-05			
Bus shelter	Recreation ground	0.00	Feb-15			
Seat in Bus Shelter	Beech Grove	400.00	1997			
Items Used Away from the Premises						
Speed Indicator Sign	Various	3,840.00	Feb-20			
Defibrillator	Parish Hall	850.00	Oct-14			
Street Furniture						
Noticeboards x 6	Parish Hall	1,471.52	Jun-07			
	Hilly Close Play Area	293.75	Aug-07			
	Morestead	754.00	Jan-08			
	Baybridge	661.41	Jan-08			
	Marwell	778.06	Feb-10			
	Glebe Field	1,628.00	Sep-22			
Fingerpost	Lower Baybridge Lane	973.40	Feb-11			
English Oak Finger Post (Donated by Marwell Wildlife)	Hurst/Whaddon triangle	0.00	Mar-13			
Seats x 8						

* Wooden Seats - 3	Glebe Field**	0.00			
* Stone Base - wood seats - 3	Recreation Ground*	0.00			
* Metal Base / Arms / wood seat - 1	Recreation Ground	0.00			
* Metal Bench - 1	Play Area***	0.00			
Neptune Stone Base - wood seat - 1	Recreation Ground	681.50	Sep-07		
Enviropol Picnic Table	Glebe Field	693.55	Mar-07		
Jubilee Commerorative table	Glebe Field	2,000.00	May-12		
3 Lamp Posts	Beech Grove				
Kiosk (K6 Telephone Box)	Beech Grove	1.00	Jan-16		
3 Dog Bins	Recreation Ground	235.62	Nov-03		
	Pitcot Lane	235.62	Mar-08		
	Beech Grove	188.00	Oct-08		
Rubbish Bin	Hilly Close Play Area	225.29	Jun-11		
Grit bin	Beech Grove	60.50	Dec-15		
Parking sign	School	60.00	Dec-15		
Total Street Funiture		26,152.17		30,000.00	36,000.00
War Memorials	Glebe Field	1,770.00	Oct-14	30,000.00	36,000.00
Gates & Fences					
Wooden Field Gate	Hilly Close Play Area	450.00	Dec-21		
Metal Double Gate	Glebe Field				
Fencing	Glebe Field				
Metal Link Fencing	Hilly Close Play Area				
Swing Shut Metal Gate	Hilly Close Play Area	764.00	Jun-07		
Swing Barrier Gate	Recreation Ground	318.00	May-10		
Swing Barrier Gate*	Roughay (1)	1,250.00	May-10		
Swing Barrier Gate	Roughay (2)	1,134.00	Feb-12		
Road Barrier & Dragons Teeth	Lower Baybridge Lane	1,468.75	May-10		
Total Gates and Fences		5,384.75		12,500.00	15,000.00
Playground Equipment					
New Seats & Chains for Swings	Hilly Close Play Area	785.00	Nov-11		
New Baby Swings X 2	Hilly Close Play Area	282.85	Mar-19		
Honeycombe Whirl	Hilly Close Play Area	2,410.00	Oct-02		
Playdale City Swing	Hilly Close Play Area	5,093.63	Apr-10		
Kompan Seesaw	Hilly Close Play Area	5,467.28	Oct-10		
Playdale Freckleton Play Structure	Hilly Close Play Area	13,189.38	Nov-10		
Proludic IXO J2523 Multiplay	Hilly Close Play Area	16,772.40	Feb-11		
Greenspan play structure	Hilly Close Play Area	15,260.00	Apr-12		

Sports Equipment					
Basket Ball Net	Hilly Close Play Area	795.48	Jul-04		
Basket Ball Back Board, Hoop and Net	Hilly Close Play Area	138.93	Oct-22		
Total Playground Equipment		60,194.95		67,213.00	80,655.00
Ground Surfaces					
Swings and Roundabout	Hilly Close Play Area	9,000.00	Jan-19		
Wear Pad Roundabout	Hilly Close Play Area	566.12	Jul-23		
New Surfacing for various Pieces of Equipment	Hilly Close Play Area	5,883.32	Oct-23		
		15,449.44		10,208.00	12,249.00
Building Contents					
Celexon screen Manual 240x180cm	Village Hall	124.99	Jul-12		
Dell Inspiron 15 3000	58a Priors Dean Road	598.07	Dec-21		
2 drawer Filing Cabinet	58a Priors Dean Road	0.00			
Lenovo Monitor 27"	58a Priors Dean Road	89.00	Sep-23		
Optoma HD67N Projector	58a Priors Dean Road	442.00			
Cannon Printer	58a Priors Dean Road	49.00	Apr-18		
Total Building Contents		1,303.06		12,500.00	15,000.00
Total Assets		113,254.37		164,102.00	196,921.00
* 1 of 3 Neptune Seats in SE Corner of Recreation Ground - Brass Plack - "In Loving Memory of Ian Robinson 1935 - 1991"					
** 1 wooden bench engraved "PRESENTED IN MEMORY OF MR AND MRS L EDWARDS"					
*** red seat in play area - plaque "in loving memory of Jack Shaw"					

Disposal of assets during financial year	Date of acquisition	Original cost	Sale price
HP 2011x LED Ultra slim screen	Mar-12	120.00	0.00
Total disposals		120.00	0.00
Acquisition of assets during financial year			Insurance value
Lenovo Monitor 27"	Sep-23	89.00	
Resurfacing of various play equipment	Oct-23	5,883.32	
Total additions		5,972.32	0.00
Reconciliation			
Assets per Annual Return 1st April 2024		Cost 107,402.05	Insurance 196,921.00
Add: additions		5,972.32	
Less: disposals		-120.00	
		113,254.37	196,921.00



JOHN K. MURRAY

TAXATION and ACCOUNTANCY SERVICES

9 BURLEY ROAD
WINCHESTER
SO22 6LJ

Telephone 01962 880743
Mobile 07850 863612
john@johnkmurray.co.uk

7 May 2024

Dear Juanita,

**Owslebury & Morestead Parish Council -
Accounts for the year ended 31 March 2024 "Internal Audit"**

I have now completed the "Internal Audit" of your Parish Council Accounts for the year ended 31 March 2024. I have carried out the Internal Audit following the guidelines as documented in the JPAG Book "Governance and Accountability for Smaller Authorities in England - A Practitioners' Guide" issued in March 2032 and updated in March 2024

I am pleased to say that there were no issues that I need to bring before the Council. We did discuss a number of administrative matters when we met.

I have noted that the AGAR Pro-forma (with details of the Variations and Bank Reconciliation you will be sending off with this) have not yet been fully adopted by the Parish Council and signed by the Chairman and the Clerk Will you please provide me with a copy of the Pro-forma - Schedules 1, 2 and 4 before they are sent off and Schedule 3 when returned signed by the External Auditors.

Will you also provide me with copies of the Bank Reconciliation and the Explanation of Variances.? Please ensure that the adoption of the Accounts and the Audit Commission Pro-forma are minuted at the appropriate times - in particular Section 1 and Section 2 of the Pro-forma need to be specifically mentioned within the Minutes and this approval must be by **Full Council** and not by Committee. The receipt of this letter and any action taken on it should also be recorded within the Minutes.

If the Council wishes to discuss any of these points - or any other matter - now or in the future I would be more than happy so to do. Obviously, if the query can be cleared quickly by a 'phone call, then there would be no further charge. If, however, the matter requires some research on my part and/or would take time to resolve then I would have to charge and I would agree this with you beforehand so that there was no misunderstanding

I enclose my Invoice for the work done so far

Yours sincerely,

John K. Murray

Ms. J. Madgwick,
Clerk to Owslebury & Morestead Parish Council
58A Priors Dean Road
Winchester Hants.
SO22 6JU

CONFLICT OF INTEREST WITH BDO LLP

To be completed annually and minuted at a meeting of the smaller authority.

Name of Smaller Authority	Owslebury and Morestead Parish Council
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I confirm that there are no conflicts of interest with BDO LLP.

I confirm the following conflicts of interest please detail below:

This was confirmed and minuted at the following meeting:

Date of Meeting	Minute Reference
13/05/24	

Signed (Clerk/RFO)

Print Name

Signed (Chair)

Print Name

Ms Juanita Madgwick

Owslebury & Morestead Parish Council

58A Priors Dean Road
Winchester
Hampshire
SO22 6JU

24 April 2024

Policy Number: 100723637BDN/LCO02522

Dear Ms Madgwick,

LOCAL COUNCIL RENEWAL INVITE

We have pleasure in enclosing your renewal invite and terms for your Local Councils Insurance policy, together with a Schedule of Insurance and Statement of Fact. It is important that you review all the documentation, ensuring the information is correct and cover meets your requirements. If any of the information is incorrect, or you would like to make a change to your cover level(s) please contact our team.

Policy Type:	Local Councils
Insurer:	Aviva Insurance Ltd
Renewal Date:	01 June 2024
Premium:	£526.38
Arrangement Fee:	£45.00 non-refundable in the event of cancellation
TOTAL PREMIUM	£571.38

Please note the premium above is based on the information you have provided, should any information change or be incorrect the premium may be subject to change.

IMPORTANT DOCUMENTS: Please read the following documents carefully.

- **Policy Schedule:** This is an outline of the cover provided under the policy including cover levels, and relevant sums insured, excesses and exclusions.
- **Statement of Fact:** This is an outline of the information you have provided to Clear Councils and the insurer.
- **Summary of Cover:** This provides a summary of the risk information held and levels of cover provided
- **Policy Summary:** This provides an overview of the key aspects of the insurance policy.
- **Policy Wording:** This sets out the cover provided and the terms, conditions and exclusions which apply.
- **Important Notices & Information Document:** A summary of any important information regarding a Local Councils insurance policy.
- **Clear Councils Cyber Policy Information:** A summary of an additional Cyber Insurance policy Clear Councils can arrange for you.
- **Terms of Business** Clear Councils's Terms and Conditions, which explain how we will manage your policy.
- **Notice to Policyholders:** Details of any important changes to your policy.

Renewal details for any other insurance policies arranged through Clear Insurance Management (CIM) alongside your Local Councils Insurance will be issued under a separate communication.

Policy Documents

Your documents will be emailed, however if you would prefer to receive a copy by post, please let a member of our team know.

Please note if you receive your documents by post a Policy Wording will not be enclosed, the version (v02.10.2019) you have been provided with previously is still valid, however if you would like another copy please contact us on 0330 013 0036 or email councils@thecleargroup.com

Is This Policy Suitable for You?

This policy is designed for Local Town and Parish Councils domiciled in the UK who require insurance cover:

- as an employer against damages and legal costs made against them by employees for injury or disease arising out of their employment
- for claims made against them by third parties for injury, disease or damage to property during the policy term
- for claims made against them by third parties for injury, disease or damage to property caused by or in connection with products sold during the policy term.
- against theft of the council's own money, securities or property by an employee, partner, contractor or volunteer.
- for money which is lost or stolen.
- against the cost of compensation claims made against your business's directors and key managers (officers) for alleged wrongful acts.
- against libel and slander for certain events.
- for assistance with legal expenses incurred for certain events.

We do not give advice or make a personal recommendation in relation to this policy regarding its suitability for your needs. It's important that you review the cover levels and sums insured and read and understand all documentation and policy terms to ensure it meets your requirements.

It is important that you check the levels of cover and sums insured noted on the enclosed documents are correct and reflective of current valuations, and that you are not under insured. Please check the statements and answers that are shown on these documents and let us know if anything is incorrect, as any inaccuracies or omissions may invalidate your cover. Should any alterations be required then please contact our Local Councils Team on 0330 013 0036.

What is Underinsurance?

This refers to inadequate insurance coverage which could leave you unable to claim for your full loss, and making you susceptible to the average rule, reducing your claim further. We recommend you obtain professional valuations for the reinstatement of your Buildings, every three years, to ensure your sum insured is set at the right level, avoiding the potentially damaging effects of underinsurance.

Index Linking

Certain Sums Insured on this policy are Index Linked, which means they will be adjusted annually according to recognised UK price indices. These indices measure the effect of inflation on such things as the price of raw materials and goods and the cost of labour. Each year, the relevant sums insured are automatically uplifted by your insurers. The revised values will be shown on your policy schedule at each renewal and the appropriate revised proportional premiums are charged accordingly. If your policy is subject to a Long-Term Agreement (see below), index linking will continue to be applied annually, and your premiums will therefore fluctuate proportionally, according to the revised values noted in your renewal invitation schedules. These rates fluctuate monthly, according to the most recent recommendations from the selected indices. Typically, different index linked rates may be applied to Buildings, Contents, Machinery, Plant and Equipment. These annual fluctuations are designed to help your sums insured to keep pace with the effects of inflation, however, you remain responsible for ensuring that your declared values and sums insured represent the correct replacement and/or reinstatement values of the items insured, at all times. Further information and explanation on this subject is available on request from the Clear Councils Team.

Market Selection

We have approached a Single Insurer. You should also be aware that in sourcing and placing business with Aviva Insurance that we have acted as your agent. We will also act as your agent in the event of a claim.

Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities

Please refer to the enclosed Policy Schedule, Policy Summary and Policy Wording which outline all conditions and exclusions applicable to your policy.

Additional endorsements applied to your policy are listed below:

■

- [3] - Clerk Absence Cover
- [30] - Tree Felling and Lopping Cover
- [31] - Fly Tipping Cover
- [AMENDED] - Amended Policy Introduction
- [COVEX] - General Exclusions - Coronavirus
- [GDPRCLP] - Data Protection Act wording amendment (CLP)
- [GDPRELPL] - Data Protection Act wording amendment (EL/PL)
- [IL001] - Index Linking

Full details of these endorsements can be found on the enclosed Policy Schedule. It is important that you read and understand these endorsements, exclusions, limitations and other conditions and warranties. Please contact the Clear Councils Team if you require any further explanation or assistance.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The **Policy Wording** will include conditions that you must meet so cover applies if a claim is made. The insurer can refuse to pay out if all the policy's conditions are not met.

The policy may also include warranties. A **warranty** is a condition you must comply with precisely; if a warranty is not fulfilled, the insurer can suspend cover or cancel it.

Your insurer can refuse to pay out if you don't meet all its conditions. The proposal from the insurer can contain conditions called subjectivities. A **subjectivity** is something the insurer will want you to carry out within a standard timescale. For example, you could be asked to fill in a proposal form, provide details of your claims history, or undertake risk improvement measures.

Excesses

All excesses are detailed in your Policy Schedule, please ensure you familiarise yourself with these.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The insurer may also add an excess or exclusions. An excess is the amount paid, or the insurer holds back in the event of a claim (excess details are noted below). An exclusion is a clause in the policy that states which risks the insurance won't cover.

Important Changes to the Current Policy from Renewal

Please refer to the enclosed **Notice to Policyholders** document which details any important changes to your policy.

Important Information

Please refer to the enclosed **Clear Councils Insurance Important Notices & Information** document.

This policy is renewable.

Duty of Fair Presentation

It is your responsibility to provide a fair presentation of the insurance risk by carrying out a reasonable search for information, including obtaining information from senior managers or other parties within your organisation or anybody who your business outsources any tasks to.

You must disclose every material circumstance which you know or ought to know or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

To ensure that your business is adequately covered, you have an ongoing responsibility to share all material circumstances about your business are accurate and in good faith. Details about your business, its activities and how it is managed must be reported to your insurers. This means you must disclose:

- All known material circumstances which may influence your insurers' assessment of the risk, for example:
 - Changes to your address, premises, or security
 - Contractual obligations to customers and suppliers
 - Changes to processes or your customer base
 - New products and services
 - Importing/Exporting to or from foreign markets
 - Opening offices or employing staff overseas
 - Past Convictions, County Court Judgements, Bankruptcies, or company/individual voluntary arrangements
 - Been the subject of recovery action by HM revenue and customs
 - Been prosecuted, served prohibition, or served an important order or notice under health and safety legislation or environmental protection legislation
 - Been disqualified from being a company director
- The knowledge of your senior management team, as well as directors, middle management and staff who may have knowledge of information material to the nature of your business now or any changes which might affect the profile of your risk in the future.
- You are obliged to undertake a reasonable search of any information relating to your business held by external parties employed to advise the business, such as consultants, managing agents, accountants, solicitors, or risk managers.

Cancellation Rights

You have the right to cancel this insurance after the inception or renewal date, as described in the Insurance Product Information Document (IPID) or in your Policy Wording.

Claims

Insurers require you to notify details of claims or circumstances that may give rise to a claim against you. This Condition sets out the insurer's requirements for notifying claims and the procedures to be adopted and complied with. For example, you must not admit liability or prejudice the insurer's position and if you do, insurers could repudiate claims.

Additional Benefits

Local Council Awards Scheme (LCAS)

If you hold a Foundation, Quality or Gold Quality Award, you are entitled to a premium discount, in addition to any discounts already applied to this quotation. Simply contact the Local Councils Insurance Team on the contact number noted below, confirming your LCAS status for us to provide an amended quotation.

Long Term Undertaking (LTU)

This quotation includes a Long-Term Undertaking (LTU) discount. An LTU gives you the benefit of ensuring that your policy will renew based on the same underlying rates as those used for the first year's quotation. Please be aware that premiums are adjusted proportionally, according to any revised sums insured you declare to us, for example, during the policy period, or in advance of a renewal. Premiums are also adjusted proportionally, according to fluctuations in the value of annual index linking applied at each renewal by your insurers (as explained above). Your insurers reserve the right to adjust the underlying rates and terms, where there have been claims made during the period preceding a renewal. Any changes to the rate of Insurance Premium Tax, in accordance with HMRC instructions, will also apply at each renewal. As you have chosen to enter a Long-Term Undertaking, you are agreeing to maintain this insurance policy until point of renewal three years from the commencement of this agreement. This LTU relates solely to this product and cannot be transferred to another policy or insurer.

Other Insurance Products

Clear Cyber for Councils

Working with Talbot Underwriting Ltd we can arrange additional cover which will help you in the event of a cyber-attack, and any liabilities that arise due to a breach of privacy legislation (GDPR).

The policy provides:

- Limit of Indemnity: £250,000
- E-Theft Extension (Social Engineering/Funds Transfer): £25,000
- 10 free device licences for award-winning endpoint protection AVAST Antivirus Pro Plus and cloud data backups (RRP £400 per annum) which satisfies policy conditions.

The policy also offers a range of benefits which are exclusive to the Clear Cyber for Councils policy, including:

- Small councils can work in partnership and have a joint policy with up to 3 other councils, enabling you to split the cost and share the 10 free AVAST Antivirus Pro Plus device licences
- Free 1 hour Cyber/GDPR consultation with a Compliance specialist who has experience as a councillor, to offer information and guidance. Further consultancy is available at an extra cost.

Please find further details enclosed.

Your Parish Online Subscription

Your free Parish Online subscription from Clear Councils Insurance will end at this renewal (date as above). To continue to benefit from using Parish Online, your mapping software renewal subscription will include a 20% discount, courtesy of Clear Councils Insurance. If you wish to renew your subscription or require support please contact support@parish-online.co.uk or visit www.pparish-online.co.uk.

What To Do Next

Please read through the enclosed documents carefully, ensuring the cover details accurately reflect your requirements.

If you would like to go ahead and renew cover, please contact us by phone or email. It is essential that we receive instructions to proceed with cover and payment prior to the renewal date.

Paying for Your Policy

Credit/Debit Card:	Please access our online Clear Self Service Portal* or call Clear on 0330 013 0036 and have your card details ready. * Please refer to our recent email communications detailing the registration and access process. If you need any assistance getting started, please email, or call the team and we will be happy to help.
BACS/Automatic Transfer:	Account Name: Clear Insurance Management Ltd Account No.: 65304586 Sort Code: 60-15-03 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to Clear Insurance Management Ltd and send to, Clear Insurance Management Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse.

Premium Finance

You may be able to spread the cost of your insurance premium across regular monthly instalments; if you choose this method a Premium Finance Loan Application will be sent to you for completion. Please note Clear is a credit broker and not a lender, we will not provide you with any advice regarding finance and will only approach Close Brothers Premium Finance (CBPF). Clear Insurance Management Limited is remunerated for arranging credit. Please refer to the enclosed Premium Finance Information Sheet for further information.

Finance Provider	Close Brothers Premium Finance (CBPF)
Loan Amount	£571.38
Interest Amount (6.75%)	£45.42
10 Monthly Instalments of	£61.68
Total Payable	£616.80
APR	20.77%
Instalment Term	10 Months
Policy Term	12 Months

The above table shows the premium which would be financed by Close Brothers Premium Finance, at a charge of 7.95% (Typical 20.77% APR variable).

The policy term is 2 months longer than the instalment plan. Financing the premium at £616.80 means the overall cost will be more expensive than making a single payment of £571.38), the additional cost amounts to £45.42

Please refer to the enclosed Premium Finance Information Sheet for further information.

We look forward to receiving your instructions, however, should you have any queries in relation to the quotation please contact us.

Yours Sincerely

Clear Councils Team
Email: councils@thecleargroup.com
Telephone: 0330 013 0036
Website: www.clearcouncils.co.uk