



CRANLEIGH PARISH COUNCIL

NAME	Rob Denton
------	------------

Please use the space below to outline your reasons for seeking co-option to Cranleigh Parish Council.

I moved to Cranleigh in 2008 and have been an active member of the community since then, serving as a Parent Governor at Cranleigh CoE for a full 5-year team [2009-2014] and serving on CCC [cricket] committee since 2010 and wish to extend this to a role on the Parish Council.

My wife and I commute to London and we have 1 child at Glebelands and 2 children who travel via bus every day to Godalming College and RGS respectively. I am keen to ensure that with the growth of Cranleigh we develop appropriate and sustainable transport links for local residents.

I am also active as a player and coach in the Senior Cranleigh sports clubs (acting as a Junior cricket coach at CCC since 2010) and my children also play for CYFC as well as participating in Modern Dance at the Church Rooms. I would therefore like to contribute to the development of recreational facilities in the village for the benefit of all.

During the current Covid19 crisis I am a Volunteer Street Champion [Mead Rd] and would be interested in helping ensure that our support mechanisms are fit for purpose as further challenges arise in the future of the Parish.

Finally, I work for a global IT Services company as a *Customer Experience consultant and would seek to bring whatever transferable skills are relevant to the efficient operation of the Parish Council

I am currently working from home on Lockdown and once life returns to 'normal' I will be re-taking up my interests in sports, the creative arts and real ale. I would also like to do my bit for the community and seek election to the Parish Council.

**Customer Experience – how consumers or business customers interact with corporate brands.*

Please note that this form will be included as a background paper with the agenda for the Council meeting at which your co-option is considered and will be accessible on the Parish Council's website.

Clerk's Report 21 May 2020

- It is now two months since the Council adopted a new model of working since the coronavirus working restrictions. The Clerk would like to formally acknowledge the resilience and support of the Council staff to ensure that the Council business continued with minimal disruption despite many new rules and regulations that had to be learnt quickly. The Clerk would also like to thank the Society of Local Council Clerks and Institute of Cemetery and Crematorium Management for their timely webinars.
- The Parish Council has over 140 volunteers called Street Champions assisting members of our community who need help with shopping or collecting prescriptions, and we see this service ongoing for the foreseeable future. The Parish Council is leading a Recovery Task Force working to support community organisations with the recovery phase and attends a monthly meeting of Voluntary Action South West Surrey to share experience with other organisations part of the support network in Surrey. The Clerk is meeting monthly with the larger Towns and Parish Councils in Waverley to share experience and provide support with new legislation. The Clerk is Secretary to the Surrey branch of the Society of Local Council Clerks who are also meeting monthly to share ideas and support each other.
- The Admin Clerk for Property and Finance is organizing community litter pickers to support the grounds staff now that members of the public can again freely use open spaces.
- The Clerk attended a meeting of the Waverley Economic Development team; non-domestic rate relief, business support grant, bounce back loans and High Street social distancing were discussed.
- The annual emergency lighting test has been carried out in Council buildings and failed lights will be replaced by the end of the month.
- The thermistor checks in Council buildings is complete.
- The lux lighting levels in Council buildings has been checked and report awaited.
- The three yearly professional fire risk assessment visit has been done and report awaited.
- The new windows for the Youth Centre are with the contractor, an installation date is awaited.
- The play park extension commenced this week.
- The replacement fence along Littlemead Brook will be installed next week.
- The Snoxhall Fields adult football pitch improvements tender notice was published this week for quotations to be considered at the July Council meeting.
- The Grounds Manager has provided videos of the Village Hall for the insurer's loss adjuster.
- The Council is grateful to an anonymous donor of compost for the Beryl Harvey Field and Elmbridge allotments. The Council has its longest ever waiting list for allotments.
- The cemetery ground water risk assessment has been commenced. The new drainage scheme has been issued for tender for quotations to be considered at the July Parish Council meeting.
- The smaller gates at the cemetery will remain closed to prevent thoroughfare through the cemetery and to reduce 'touch' points at gates. The Council is closing the cemetery during funeral services to assist the bereaved to meet the social distancing requirements.
- Home Start of Waverley have thanked the Parish Council for the grant.

CRANLEIGH PARISH COUNCIL - STANDING COMMITTEES AND OBSERVERS ON OUTSIDE BODIES 2019/20

<u>Parish Council</u>	<u>Finance Committee (Max. 7)</u>	<u>Planning Committee (Max. 12)</u>	<u>Personnel Committee (Max. 5)</u>	<u>Neighbourhood Plan Committee (Max.6)</u>
James Betts Rosemary Burbridge Richard Cole Steve Jeacock Dave Nicholas Hannah Nicholson Nigel Sanctuary Mark Scully Liz Townsend* Rowena Tyler George Worthington	Richard Cole** Dave Nicholas Nigel Sanctuary* Liz Townsend George Worthington Ch Neighbourhood Plan Cttee	James Betts Rosemary Burbridge Richard Cole Dave Nicholas Nigel Sanctuary Marc Scully Rowena Tyler** George Worthington*	Rosemary Burbridge** Richard Cole* Steve Jeacock Rowena Tyler	James Betts Steve Jeacock Hannah Nicholson Liz Townsend Non-Councillor Members: Philip Townsend

* Chairman

** Vice Chairman

<u>PARISH COUNCIL OBSERVERS</u>	<u>Observer</u>	<u>Deputy</u>
Chamber of Commerce	Nigel Sanctuary	Steve Jeacock
BID rep	Rowena Tyler	Nigel Sanctuary
Cranleigh Arts Centre	Nigel Sanctuary	Rowena Tyler
Cranleigh Brick and Tile Liaison Group	Rosemary Burbridge	
Cranleigh Community Fund	Rosemary Burbridge, vacancy	
Cranleigh in Bloom	Steve Jeacock, Liz Townsend, vacancy	
Cranleigh Flood Forum	Rosemary Burbridge	
Cranleigh Library	Rowena Tyler, Liz Townsend	
Cranleigh Networking Group	Nigel Sanctuary	
Cranleigh Vallendar Club	James Betts	
Cranleigh Neighbourhood Watch	Rowena Tyler	
Dementia Friendly Cranleigh	Richard Cole	
Gatwick - CAGNE	Nigel Sanctuary, Liz Townsend	
Internal Audit	Liz Townsend, Rowena Tyler	
Remembrance Day	Rosemary Burbridge	
Rowleys	Marc Scully	
Rural Services Network	Liz Townsend, vacancy	
SSALC	Hannah Nicholson, Nigel Sanctuary	
Surrey Police	Liz Townsend	Rowena Tyler
Town and Parish Council meeting (Waverley) 1 Cllr plus Clerk to attend	Dave Nicholas, George Worthington	
Waverley Cycle Forum	James Betts, Steve Jeacock, Liz Townsend, vacancy	
WBC Town and Parish Planning Forum	James Betts, Rosemary Burbridge	
Wey & Arun Canal	Beverley Bell, Hannah Nicholson, Nigel Sanctuary, Liz Townsend, Rowena Tyler	
Youth Council	Rosemary Burbridge	Nigel Sanctuary
Henry Smith Charity - 2 Councillors + 3 independent members	Brian Cheesman	Roy Gasper
		Michael Trent

If you cannot attend a meeting please ensure that you alert either the deputy or the office so that Parish Council Representation is ensured.

<u>WORKING GROUPS</u>		
Challenger	Task related working group	R Burbridge, N Sanctuary, vacancy
Centenary Gardens Management		Cllrs J Betts, H Nicholson, E Townsend and Brian Freeston, Micki Marks, Andy Bamford, Gwyn Bullen, Gill Ford, Mike Ford, Joy Horn.
Group	Task related working group	
Leisure Working Party	Task related working group	Cllrs J Betts, S Jeacock, D Nicholas, E Townsend, vacancy
Recreation Users Group	Task related working group	Cllrs D Nicholas, E Townsend, G Worthington
Meeting with Civic Society and WBC	Task related working group	Cllrs R Burbridge, S Jeacock, E Townsend, R Tyler, vacancy
Climate Change	Task related working group	Cllrs J Betts, R Cole, N Sanctuary, M Scully and E Townsend, vacancy

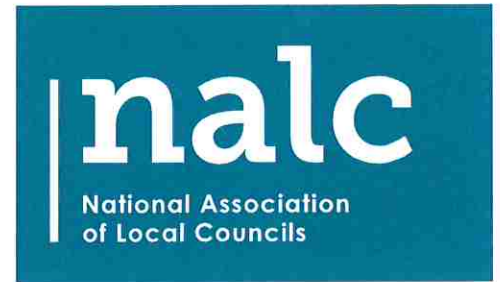
Updated 20 February 2020

Cranleigh Parish Council - Calendar of Meetings 2020/21

2020	
Monday 01 June 2020	Planning Committee
Thursday 18 June 2020	Parish Council Meeting
Monday 22 June 2020	Planning Committee
Monday 13 July 2020	Planning Committee
Thursday 16 July 2020	Parish Council Meeting
Monday 03 August 2020	Planning Committee
Monday 24 August 2020	Planning Committee
Monday 07 September 2020	Personnel Committee
Monday 07 September 2020	Finance Committee Q1
Monday 14 September 2020	Planning Committee
Thursday 17 September 2020	Parish Council Meeting
Monday 05 October 2020	Planning Committee
Thursday 15 October 2020	Parish Council Meeting
Monday 26 October 2020	Planning Committee
Monday 09 November 2020	Personnel Committee
Monday 09 November 2020	Finance Committee Q2
Monday 16 November 2020	Planning Committee
Monday 19 November 2020	Parish Council Meeting
Monday 07 December 2020	Planning Committee
Thursday 17 December 2020	Parish Council Meeting
2020	
Monday 04 January 2021	Planning Committee
Thursday 21 January 2021	Parish Council Meeting
Monday 25 January 2021	Planning Committee
Monday 08 February 2021	Personnel Committee
Monday 08 February 2021	Finance Committee – Q3
Monday 15 February 2021	Planning Committee
Thursday 18 February 2021	Parish Council Meeting
Monday 08 March 2021	Planning Committee
Thursday 18 March 2021	Parish Council Meeting
Thursday 25 March 2021	Annual Parish Meeting
Monday 29 March 2021	Planning Committee
Thursday 15 April 2021	Parish Council Meeting
Monday 19 April 2021	Planning Committee
Monday 10 May 2021	Planning Committee
Monday 17 May 2021	Personnel Committee
Monday 17 May 2021	Finance Committee Q4
Thursday 20 May 2021	Annual Parish Council Meeting



**Cranleigh
Parish Council**



MODEL STANDING ORDERS 2018 (ENGLAND)

Adopted by Council 16 May 2019

**National Association of Local Councils (NALC)
109 Great Russell Street
London
WC1B 3LD**

020 7637 1865 | nalc@nalc.gov.uk | www.nalc.gov.uk

© NALC 2018. All rights are reserved. No part of this publication may be reproduced or used for commercial purposes without the written permission of NALC save that councils in membership of NALC have permission to edit and use the model standing orders in this publication for their governance purposes.

Permission is given to use NALC's logo in the presented format only.

INTRODUCTION	4
1. RULES OF DEBATE AT MEETINGS	6
2. DISORDERLY CONDUCT AT MEETINGS	8
3. MEETINGS GENERALLY.....	8
4. COMMITTEES AND SUB-COMMITTEES	11
5. ORDINARY COUNCIL MEETINGS	12
6. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES.....	14
7. PREVIOUS RESOLUTIONS	14
8. VOTING ON APPOINTMENTS	15
9. MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER.....	15
10. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE	16
11. MANAGEMENT OF INFORMATION	16
12. DRAFT MINUTES.....	17
13. CODE OF CONDUCT AND DISPENSATIONS.....	18
14. CODE OF CONDUCT COMPLAINTS.....	19
15. PROPER OFFICER	19
16. RESPONSIBLE FINANCIAL OFFICER.....	21
17. ACCOUNTS AND ACCOUNTING STATEMENTS	21
18. FINANCIAL CONTROLS AND PROCUREMENT.....	22
19. HANDLING STAFF MATTERS.....	24
20. RESPONSIBILITIES TO PROVIDE INFORMATION	25
21. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION.....	25
22. RELATIONS WITH THE PRESS/MEDIA	26
23. EXECUTION AND SEALING OF LEGAL DEEDS	26
24. COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY COUNCILLORS.....	26
25. RESTRICTIONS ON COUNCILLOR ACTIVITIES	27
26. STANDING ORDERS GENERALLY	27

INTRODUCTION

These model standing orders update the National Association of Local Council (NALC) model standing orders contained in “Local Councils Explained” by Meera Tharmarajah (© 2013 NALC). This publication contains new model standing orders which reference new legislation introduced after 2013 when the last model standing orders were published.

HOW TO USE MODEL STANDING ORDERS

Standing orders are the written rules of a local council. Standing orders are essential to regulate the proceedings of a meeting. A council may also use standing orders to confirm or refer to various internal organisational and administrative arrangements. The standing orders of a council are not the same as the policies of a council but standing orders may refer to them.

Local councils operate within a wide statutory framework. NALC model standing orders incorporate and reference many statutory requirements to which councils are subject. It is not possible for the model standing orders to contain or reference all the statutory or legal requirements which apply to local councils. For example, it is not practical for model standing orders to document all obligations under data protection legislation. The statutory requirements to which a council is subject apply whether or not they are incorporated in a council’s standing orders.

The model standing orders do not include model financial regulations. Financial regulations are standing orders to regulate and control the financial affairs and accounting procedures of a local council. The financial regulations, as opposed to the standing orders of a council, include most of the requirements relevant to the council’s Responsible Financial Officer. Model financial regulations are available to councils in membership of NALC.

DRAFTING NOTES

Model standing orders that are in bold type contain legal and statutory requirements. It is recommended that councils adopt them without changing them or their meaning. Model standing orders not in bold are designed to help councils operate effectively but they do not contain statutory requirements so they may be adopted as drafted or amended to suit a council’s needs. It is NALC’s view that all model standing orders will generally be suitable for councils.

For convenience, the word “councillor” is used in model standing orders and, unless the context suggests otherwise, includes a non-councillor with or without voting rights.

A model standing order that includes brackets like this '()' requires information to be inserted by a council. A model standing order that includes brackets like this '[]' and the term 'OR' provides alternative options for a council to choose from when determining standing orders.

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.

- 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 (3) minutes without the consent of the chairman of the meeting.

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. Meetings of panels and working parties shall not be open to the press and public.**
- 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 directed by the chairman of the meeting.

- g Subject to standing order 3(f), a member of the public shall not speak for more than (3) 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 A person shall stand when requesting to speak and when speaking (except when a person has a disability or is likely to suffer discomfort). The chairman of the meeting may at any time permit a person to be seated when speaking.
- 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 his absence be done by, to or before the Vice-Chairman of the Council (if there is one).**
- 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 there is one) 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**

- **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.**

See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.

- 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 (2) 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 (—) 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;

- 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 (if there is one) 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, if there is one, 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 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 (if there is one) 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. Appointment of members to existing committees;
 - viii. Appointment of any new committees in accordance with standing order 4;
 - ix. Review and adoption of appropriate standing orders and financial regulations;
 - x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.
 - xi. Review of representation on or work with external bodies and arrangements for reporting back;
 - xii. 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. Review of inventory of land and other assets including buildings and office equipment;
 - xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks;
 - xv. Review of the Council's and/or staff subscriptions to other bodies;
 - xvi. Review of the Council's complaints procedure;

- xvii. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (*see also standing orders 11, 20 and 21*);
- xviii. Review of the Council's policy for dealing with the press/media;
- xix. Review of the Council's employment policies and procedures;
- xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
- xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

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 (4) members of the committee [or the sub-committee], any (4) 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 (4) 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.

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 (7) 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;
 - 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.**
- 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).

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless he has 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. He may return to the meeting after it has considered the matter in which he had the interest.
- c Unless he has 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 another interest if so required by the Council's code of conduct. He may return to the meeting after it has considered the matter in which he 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 by a meeting of the Council, 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 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.**

14. **CODE OF CONDUCT COMPLAINTS**

- a Upon notification by the District or Unitary 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 nominate another staff member 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 or Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.**

15. **PROPER OFFICER**

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.
- b The Proper Officer shall:

- i. **at least three clear days before a meeting of the council, a committee or a sub-committee,**
- **serve on councillors by delivery or post at their residences or 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 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 (7) 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 (if there is one);
- 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 in a book for such purpose;
- xv. refer a planning application received by the Council to the [Chairman or in his absence the Vice-Chairman (if there is one) of the Council] OR [Chairman or in his absence Vice-Chairman (if there is one) of the (Planning) Committee] 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] OR [(Planning) committee];
- xvi. manage access to information about the Council via the publication scheme; and
- 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 2 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 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 unless it proposes to use an existing list of approved suppliers (framework agreement).**
- 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;
 - 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 local newspaper 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 [Council] OR [the (Personnel) committee] is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chairman of [the (Personnel) committee] or, if he is not available, the vice-chairman (if there is one) of [the (Personnel) committee] of absence occasioned by illness or other reason and that person shall report such absence to [the (Personnel) committee] at its next meeting.
- c The chairman of [the (Personnel) committee] or in his absence, the vice-chairman shall upon a resolution conduct a review of the performance and annual appraisal of the work of Parish Clerk. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by [the (Personnel) committee].
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff (or other members of staff) shall contact the chairman of [the (Personnel) committee] or in his absence, the vice-chairman of [the (Personnel) committee] in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of [the (Personnel) committee].
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by Parish Clerk relates to the chairman or vice-chairman of [the (Personnel) committee], this shall be communicated to another member of [the (Personnel) committee], which shall be reported back and progressed by resolution of [the (Personnel) committee].
- 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.
- 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. *[If gross annual income or expenditure (whichever is higher) does not exceed £25,000]* **The Council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.**

OR

[If gross annual income or expenditure (whichever is the higher) exceeds £200,000] **The Council, shall publish information in accordance with the requirements of the Local Government (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 may appoint a Data Protection Officer.**
- b **The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his 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 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), the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.]**

The above is applicable to a Council with a common seal.

OR

~~[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.]~~

The above is applicable to a Council without a common seal.

24. **COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY 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 OR Unitary 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 OR Unitary 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.

A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least (4) councillors to be given to the Proper Officer in accordance with standing order 9.

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

27. **ONLINE MEETINGS**

a. Remote Meeting Access

- i. A link to the Goto Meeting Parish Council or Committee meeting will be included in the Council agenda.
- ii. The meeting agenda will be displayed on the Council noticeboard and website in the usual manner.
- iii. Background papers will be supplied with meeting agenda in the usual manner on the Council website, and by email to Councillors at their Council email address.

b. Press and Public

- i. One meeting link will be reserved for the local press.
- ii. There are a maximum of 250 attendees for a Goto Meeting Parish Council or Committee meeting.

c. Meeting Etiquette

- i. All Councillors should mute their microphones unless speaking.
- ii. The Chairman will be made presenter of the meeting.

d. Declaration of Interests

- i. If you need to leave the room having declared a pecuniary interest, or a personal interest with public interest test, please ensure you make the meeting aware that you are leaving, and physically leave the meeting. The Clerk will text you when the item is finished and you may re-join the meeting.

e. Councillor Speaking

- i. Councillors wishing to speak should place a '?' in the chat box. The Chairman will control speaking in the usual manner.

f. Councillor Voting

- i. Voting will be done by show of hands, unless a recorded vote is requested. A recorded vote will be done through Councillors typing 'Agreed', 'Against' or 'Abstain' in the chat box.

g. Public Session

- i. Members of the public may speak only in the public session following the usual rules about public speaking – only about items on the agenda, for no longer than 3 minutes and under the direction of the Chairman.
- ii. Members of the public who disrupt the meeting will be removed from the meeting following the normal Standing Orders.

h. Private and Confidential Items

- i. Items to be considered in private and confidential session will be listed at the end of the agenda. At this time, once the Council has resolved using the usual procedure to go into confidential session, the Clerk will close the public meeting session on Goto Meeting, and send a new link to Councillors only for the confidential session.

CRANLEIGH PARISH COUNCIL MODEL FINANCIAL REGULATIONS 2019 FOR ENGLAND

1. General	2
2. Accounting and audit (internal and external)	5
3. Annual estimates (budget) and forward planning	6
4. Budgetary control and authority to spend	7
5. Banking arrangements and authorisation of payments	8
6. Instructions for the making of payments	10
7. Payment of salaries	13
8. Loans and investments	14
9. Income	15
10. Orders for work, goods and services	16
11. Contracts	16
12. [Payments under contracts for building or other construction works]	18
13. [Stores and equipment]	19
14. Assets, properties and estates	19
15. Insurance	20
16. [Charities]	21
17. Risk management	21
18. Suspension and revision of Financial Regulations	21

These Financial Regulations were adopted by the council at its meeting held on 19 September 2019.

1. General

1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders¹ and any individual financial regulations relating to contracts.

1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.

1.3. The council's accounting control systems must include measures:

- for the timely production of accounts;
- that provide for the safe and efficient safeguarding of public money;
- to prevent and detect inaccuracy and fraud; and
- identifying the duties of officers.

1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.

1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.

1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.

1.7. Members of council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.

1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. The Clerk has been appointed as RFO for this council and these regulations will apply accordingly.

1.9. The RFO;

- acts under the policy direction of the council;

¹ Model Standing Orders for Councils (2018 Edition) is available from NALC (©NALC 2018)

- 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 accounting control systems;
- ensures the accounting control systems are observed;
- maintains the accounting records of the council up to date in accordance with proper practices;
- assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
- produces financial management information as required by the council.

1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.

1.11. The accounting records determined by the RFO shall in particular contain:

- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
- a record of the assets and liabilities of the council; and
- wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.

1.12. The accounting control systems determined by the RFO shall include:

- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
- procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
- identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
- procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
- measures to ensure that risk is properly managed.

1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:

- setting the final budget or the precept (council tax requirement);

- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- writing off bad debts;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations in any report from the internal or external auditors, shall be a matter for the full council only.

1.14. In addition, the council must:

- determine and keep under regular review the bank mandate for all council bank accounts;
- approve any grant or a single commitment in excess of £5,000; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC).

2. Accounting and audit (internal and external)

2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.

2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman or a cheque signatory shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the council.

2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon

as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.

2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be 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 for that purpose.

2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.

2.6. The internal auditor shall:

- be competent and independent of the financial operations of the council;
- report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
- to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- has no involvement in the financial decision making, management or control of the council

2.7. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting 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.

2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.

2.9. 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 statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.

2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. Annual estimates (budget) and forward planning

3.1. Each committee (if any) shall review its three-year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of November each year including any proposals for revising the forecast.

3.2. The RFO must each year, by no later than October, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the Finance committee and the council.

3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.

3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.

3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

4. Budgetary control and authority to spend

4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- the council for all items over £5,000;
- a duly delegated committee of the council for items over £500; or
- the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items below £500.

Such authority is to be evidenced by a minute or by an authorisation slip duly signed by the Clerk, and where necessary also by the appropriate Chairman.

Contracts may not be disaggregated to avoid controls imposed by these regulations.

4.2. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').

4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.

4.4. The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of Council or relevant committee. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

4.5. In cases of extreme risk to the delivery of council services, the clerk may authorise revenue expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £500. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.

4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.

4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.

4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of £100 or 15% of the budget.

4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. Banking arrangements and authorisation of payments

5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency. The council shall seek credit references in respect of members or employees who act as signatories.

5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to council [or finance committee]. The council shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination

of a contract of employment) may be summarised to remove public access to any personal information.

5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.

5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available council meeting.

5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:

- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of 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;
- b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council; or
- c) 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.

5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council, or a duly authorised committee, may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.

5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.

5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital

Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.

5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.

5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a Member.

6. Instructions for the making of payments

6.1. The council will make safe and efficient arrangements for the making of its payments.

6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.

6.3. All payments shall be affected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council.

6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council shall be signed by two members of council and countersigned by the Clerk, in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.

6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.

6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.

6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made. The

approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.

6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.

6.9. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.

6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

6.11. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be handed to and retained by the Chairman of Council in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.

6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.

6.13. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.

6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.

6.15. Where internet banking arrangements are made with any bank, the Clerk shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate

will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.

6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.

6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by two of the members. A programme of regular checks of standing data with suppliers will be followed.

6.18. Any Debit Card issued for use will be specifically restricted to the Clerk 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.

6.19. 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.

6.20. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.

~~6.21. 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 (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.~~

OR

6.22. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.

a) The RFO shall maintain a petty cash float of £250 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.

b) 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 the schedule of payments presented to council under 5.2 above.

7. Payment of salaries

7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.

7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.

7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the council.

7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:

- a) by any councillor who can demonstrate a need to know;
- b) by the internal auditor;
- c) by the external auditor; or
- d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.

7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.

7.6. An effective system of personal performance management should be maintained for the senior officers.

7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.

7.8. Before employing interim staff, the council must consider a full business case.

8. Loans and investments

8.1. All borrowings shall be affected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.

8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State/Welsh Assembly Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.

~~8.3. The council will arrange with the council's banks and investment providers for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.~~

8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.

8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.

8.6. All investments of money under the control of the council shall be in the name of the council.

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

8.8. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

9. Income

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

9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.

9.3. The council will review all fees and charges at least annually, following a report of the Clerk.

9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.

9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.

9.6. The origin of each receipt shall be entered on the paying-in slip.

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

9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.

9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to 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 such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.

9.10. Any income arising which 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 (see also Regulation 16 below).

10. Orders for work, goods and services

10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.

10.2. Order books shall be controlled by the RFO.

10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in Regulation 11.1 below.

10.4. A member may not issue an official order or make any contract on behalf of the council.

10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. Contracts

11.1. Procedures as to contracts are laid down as follows:

a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:

- i. for the supply of gas, electricity, water, sewerage and telephone services;
- ii. for specialist services such as are provided by legal professionals acting in disputes;
- iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
- iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
- v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
- vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.

b) Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations².

c) The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works

² The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts

contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)³.

d) When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.

e) Such 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. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. 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.

f) 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.

g) Any invitation to tender issued under this regulation shall be subject to Standing Orders,⁴ 18 and shall refer to the terms of the Bribery Act 2010.

h) When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 and above £100 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.

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

j) Should it occur that 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, provided that the specification does not change, 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.

12. Payments under contracts for building or other construction works

³ Thresholds currently applicable are:

a) For public supply and public service contracts 209,000 Euros (£181,302)
b) For public works contracts 5,225,000 Euros (£4,551,413)

⁴ Based on NALC's Model Standing Order 18d ©NALC 2018

12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).

12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.

12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

13. Stores and equipment

13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.

13.2. 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.

13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.

13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.

14. Assets, properties and estates

14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the 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.

14.2. 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, save where the estimated value of any one item of tangible movable property does not exceed £250.

14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing 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).

14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing 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).

14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.

14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. 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.

15. Insurance

15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers.

~~15.2. 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.~~

15.3. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.

15.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.

15.5. 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.

16. Charities

16.1. 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.

17. Risk management

17.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.

17.2. When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

18. Suspension and revision of Financial Regulations

18.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.

18.2. The council may, by resolution of the council 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 drawn up and presented in advance to all members of council.

The Model Financial Regulations templates were produced by the National Association of Local Councils (NALC) in July 2019 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.



CRANLEIGH PARISH COUNCIL

COMPLAINTS PROCEDURE

1. Introduction and duties

- 1.1 It remains the position that the Local Government Ombudsman has no jurisdiction over Parish, Town and Community Councils in England and Wales. The National Association of Local Councils (NALC) in Legal Topic Note 9 has issued guidance (February 2013) for local councils.

2. Guidelines

- 2.1 It will not be appropriate to deal with all complaints from members of the public under a complaints procedure. Councils should consider engaging other procedures/bodies in respect of the following types of complaint:

Type of conduct	Refer to
Financial irregularity	Local elector's statutory right to object to council's audit of accounts pursuant to s.16 Audit Commission Act 1998. On other matters, councils may need to consult with their auditor / audit commission.
Criminal activity	The Police
Councillor conduct	A complaint relating to a councillor's failure to comply with the Code of Conduct must be submitted to Waverley Borough Council, Monitoring Officer
Employee conduct	Dealt with by internal disciplinary procedure

- 2.2 The code of practice that follows is therefore aimed at those situations where a complaint is made about the administration of the council or about its procedures. It is not an appropriate forum for a complaint against individuals, as the provisions above cover these situations.
- 2.3 The code of practice is designed for those complaints that cannot be satisfied by less formal measures or explanations provided to the complainant by the Clerk.

3. The Code of Practice

3.1 The aims of the code of practice are:

- To provide a standard and formal procedure for considering complaints either made by complainants directly or which have been referred back to the council from other bodies.
- To ensure that complainants feel satisfied that their grievance has been properly and fully considered.
- To make the process reasonable, accessible and transparent.
- At all times, the rules of natural justice will apply and all parties shall be treated fairly.
- All complaints shall be heard by the Council's Complaints Panel, which shall consist of 3 Councillors, and shall report its findings to Cranleigh Parish Council. An extraordinary meeting of the Council shall be called to appoint three Councillors not involved with the complaint to the Complaints Panel and to elect a Chairman of the Complaints Panel.

4. Before the Meeting

- 4.1 The complainant shall be asked to put the complaint about the Council's procedures in writing to the Clerk.
- 4.2 If the complainant does not wish to put the complaint to the Clerk (as it may relate directly to the Clerk), they may be advised to put it to the Council Chairman in writing, marked private and confidential.
- 4.3 The Clerk/Council Chairman shall acknowledge the receipt of the complaint and advise the complainant when the matter will be considered by the Complaints Panel.
- 4.4 The complainant shall be invited to attend the relevant meeting (hearing) and bring with them such representatives as they wish.
- 4.5 Seven (7) clear working days prior to the meeting (i.e. excluding weekends and public holidays), the complainant shall provide the Council with copies of any documentation or other evidence, which they intend to refer to at the meeting. The Council shall similarly provide the complainant with copies of any documentation upon which it wishes to rely at the meeting.

5. At the Meeting

- 5.1 The Complaints Panel shall consider whether the circumstances of the meeting warrant the exclusion of the press and public. Any decision on a complaint shall be announced at the next Council meeting in open session.
- 5.2 The Panel Chairman to introduce everyone.
- 5.3 The Panel Chairman to explain the procedure.
- 5.4 Complainant (or representative) to outline grounds for complaint.
- 5.5 Panel members to ask questions of the complainant.
- 5.6 If relevant, the Clerk or other nominated officer, to explain the Council's position.
- 5.7 Panel members to ask questions of the Clerk or other nominated officer.

- 5.8 The Clerk or other nominated officer and complainant to be offered the opportunity of the last word (in this order – i.e. Town Clerk/officer followed by complainant).
- 5.9 The Clerk or other nominated officer and complainant to be asked to leave the room while the panel members decide whether or not the grounds for the complaint have been made. If a point of clarification is necessary, both parties to be invited back.
- 5.10 The Clerk or other nominated officer and complainant return to hear the decision, or to be advised when the decision will be made.

6. After the Meeting

- 6.1 Decision confirmed in writing within seven (7) working days together with details of any action to be taken.

Adopted by Council 16 May 2019.

Policy Review Date: April 2022

Contacts

Clerk to Cranleigh Parish Council
Parish Council Office,
Village Way,
Cranleigh,
Surrey,
GU6 8AF
clerk@cranleighpc.org
Telephone 01483 272311

The Chairman of Cranleigh Parish Council
Parish Council Office,
Village Way,
Cranleigh,
Surrey,
GU6 8AF
chairman@cranleighpc.org
Telephone 01483 272311

Monitoring Officer
Waverley Borough Council
The Burys
Godalming
Surrey
GU7 1HR
Monitoringofficer@waverley.gov.uk
Telephone 01483 523333

Categories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
Land & Buildings	tennis courts	x2 courts	Includes bridge		£1.00		£0.00
Land & Buildings	Lych gate	cemetery			£5,948.00		£29,345.97
Land & Buildings	land adjoining pc offices	park land			£1.00		£0.00
Land & Buildings	land on tennis courts		Includes bridge		£1.00		£0.00
Land & Buildings	Cemetery workshop	Insurance value	01/01/1998		£92,312.00		£53,071.00
Land & Buildings	Parish Council Offices	Insurance value	1/1/1980		£82,897.00		£265,874.00
Land & Buildings	Village Hall	Insurance value			£1,269,005.00		£1,864,060.00
Land & Buildings	Youth Centre	Insurance value			£0.00	£640,080.00	£716,918.00
Land & Buildings	Snnoxhall Pavilion & machine shed			Insurance value	£0.00	£1,065,169.00	£945,047.00
Land & Buildings	allotments	beryl harvey field	with covenant		£1.00		£0.00
Land & Buildings	cricket field	snnoxhall(donated)	with covenant		£1.00		£0.00
Land & Buildings	football field	snnoxhall(donated)			£1.00		£0.00
Land & Buildings	allotments	elmbridge rd			£1.00		£0.00
Land & Buildings	Scout hut	peppercorn			£1.00		£0.00
Land & Buildings	BMMF	donated			£1.00		£0.00
Land & Buildings	Guides hall	peppercorn			£1.00		£0.00
Land & Buildings	Village Way Toilets	Insurance value			£84,140.00		£127,737.00
Land & Buildings	CAB building	peppercorn		Insurance value	£253,024.00		£294,505.00
Land & Buildings	Land adjoining village hall	bricked area			£1.00		£0.00
Land & Buildings	Band Room	peppercorn			£1.00		£0.00
Land & Buildings	cemetery	burial grounds			£1.00		£0.00
Land & Buildings	Common Toilets	Insurance value		WBC owned	£1.00		£53,071.00
Land & Buildings	flowerbeds	village area	CPC responsible		£0.00		£0.00
Land & Buildings	flowerbeds	outside village hall	CPC responsible		£0.00		£0.00
Land & Buildings	war memorial	village area	WBC & CPC responsible		£0.00		£0.00
Land & Buildings	cemetery road & paths				£1.00		£0.00
Land & Buildings	storage container		4/29/2019		£200.00		£2,080.00
					£1,787,541.00	£1,605,249.00	£4,371,708.97

Categories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
General contents	access platform ladder	henchman	6/1/2011	henchman	£660.00		£728.13
General contents	wallgate washer x3	wallgate			£1.00		£1.10
General contents	Coat of arms & scroll		4/1/2007	college of heraldry	£8,000.00		£8,825.86
General contents	cleaning equipment	various		insurance value	£1,200.00		£1,323.88
General contents	millennium tapestry	village hall	made by locals		£1,515.00		£1,671.40
General contents	projector screen	dell	4/1/2007	dell	£810.00		£893.62
General contents	hand tools	various	1988-2016	various	£2,000.00		£2,206.46
General contents	chemsafe	chemsafe	6/1/2010	spaldings	£1,079.00		£1,190.39
General contents	fuel bund	tuffa 1350slbfs	9/1/2006	tuffa tanks	£755.00		£832.94
General contents	access platform ladder	litelift 6.1	3/11/2016	screwfix	£1,599.00		£1,764.07
General contents	generators x2	ipax 1500lbi sdmo3000	1/1/2016 1/1/2008	screwfix	£710.00		£783.29
General contents	powertools	dewalt dcz298ct-gb evolution r210cms titan ttb286csw titan ttb276drl titan ttb290sdr erbauer erb666grd erbauer erb373rsp titan ttb291pln	2005 - 2016	screwfix	£800.00		£882.59
General contents	ladders 1 & steps x3 ramps x1	lyle	2010-2016	screwfix	£750.00		£827.42
General contents	fertiliser spreader	scotts 2000	1/1/2012	rigby taylor	£600.00		£661.94
General contents	gas cooker	falcon dominator	2/1/2006	CJB	£0.00	£1,543.00	£1,702.29
General contents	cctv system	Whole system	10/1/2018	CIA	£0.00	£13,957.09	£14,515.37
General contents	double sink unit	stainless steel	1/1/1990	insurance value	£0.00	£600.00	£661.94
General contents	x2 prep tables	stainless steel	1/1/1990	insurance value	£0.00	£600.00	£661.94
General contents	large cleaners unit		1/1/1990	insurance value	£0.00	£500.00	£551.62
General contents	boilers	glowworm	1/1/1995		£0.00	£4,000.00	£4,412.93
General contents	floor coverings	refs room & main hall	8/11/2015	mitchell & sons	£0.00	£3,911.00	£4,314.74
General contents	appliances	fridge, dish washer, microwave,	2005-2010	various	£0.00	£675.00	£744.68
General contents	curtains & back drops	insurance value	01/09/2017	A&H	£5,000.00		£5,408.00
General contents	stage lighting		01/02/2000	brady & renaud	£1,737.00		£1,916.31
General contents	folding tables x42		01/03/2009	GLS dudley ltd	£3,406.00		£3,757.61
General contents	cctv system		10/1/2018	John McEntee	£2,300.00		£2,392.00
General contents	upright fridge	dixELL	1/1/2012		£600.00		£661.94
General contents	water heater	insurance value	8/1/2008		£750.00		£827.42
General contents	gas cooker	stott benham	9/1/2013	brakes bros	£1,075.00		£1,185.97
General contents	warming cabinet	victor	1/1/1996		£500.00		£551.62
General contents	boilers	insurance value	8/1/2003		£15,000.00		£16,548.48
General contents	cctv hard drive		10/1/2018	John McEntee	£454.00		£472.16
General contents	projector screen		2/1/2015	ms visual	£762.00		£840.66
General contents	chair trolley x1		3/1/2013	rosehill	£517.00		£570.37
General contents	piano	upright	donated		£550.00		£606.78
General contents	chairs x 279	red upholstered	3/27/2006	rosehill	£10,000.00		£11,032.32
General contents	chair trolley x8	s-48-19	3/27/2006	rosehill	£1,989.00		£2,194.33
General contents	table trolley		1/1/2014		£1,000.00		£1,103.23
General contents	portable staging x8	stage blocks	1/1/1990		£5,133.00		£5,662.89
General contents	PA & loop system		1/1/2006		£2,652.00		£2,925.77
General contents	stage lighting		12/22/2015	ron jimmerson	£1,150.00		£1,268.72
General contents	heating system	insurance value	8/1/2004		£7,000.00		£7,722.62
General contents	sink units x2	stainless steel	1/1/1996		£1,000.00		£1,103.23
General contents	x1 large x1small pre table	stainless steel	1/1/1996		£600.00		£661.94
General contents	medium prep table x3	stainless steel	1/1/1996		£900.00		£992.91
General contents	x4 shelf units	stainless steel	1/1/1996		£600.00		£661.94
General contents	wheel coat rack x4		1/1/1996		£500.00		£551.62
General contents	cranleigh crest	N/A	1/1/1996		£500.00		£551.62
General contents	vallender crest	N/A	1/1/1996		£500.00		£551.62
General contents	wallgate washer x2	wallgate			£1.00		£1.10
General contents	ball net	N/A	11/1/2013	olympic gym	£2,917.00		£3,218.13
General contents	appliances	fridge, freezer, cooker, dish washer			£1,500.00		£1,654.85
General contents	boilers		1990-1991		£1,000.00		£1,103.23
General contents	cctv	new dome camera	10/6/2015	John McEntee	£1,350.00		£1,489.36
General contents	Seal (civic regalia)		10/1/2008	cygnet insignia	£628.00		£692.83
General contents	Badges(civic regalia)	chairman & vice		vaughtons	£1,070.00		£0.00
					£95,120.00	£25,786.09	£131,042.17

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
Gates and fences	BMMF fencing		1/1/2011		£6,000.00		£6,619.39
Gates and fences	fencing	compound areas	1/1/2013		£1,000.00		£1,103.23
Gates and fences	fence	N/A	1/1/2012	kcl landscaping	£0.00	£4,500.00	£4,964.54
Gates and fences	Tennis court fencing				£8,846.00		£9,759.19
Gates and fences	x7 gates & posts	N/A	2012-2016	AVS fencing	£875.00		£965.33
Gates and fences	cemetery fencing				£1,000.00		£1,103.23
Gates and fences	recreation fencing				£7,606.00		£8,391.18
					£25,327.00	£4,500.00	£32,906.10

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
Mowers/machinery	Mole plough		4/20/2018		£0.00		£0.00
Mowers/machinery	garden mower	hayter 13/30	6/1/1999	murrey	£903.00		£0.00
Mowers/machinery	pedestrian mower x2	shanks 48	5/1/2007	withybush farm	£1,200.00		£1,323.88
Mowers/machinery	stihl combi & hedgecutter	stihl	12/1/2008	withybush farm	£509.00		£561.55
Mowers/machinery	mini trailer		3/1/2013	sch supplies	£2,938.00		£3,241.30
Mowers/machinery	Main Tractor	New Holland/T3020	01/05/2013	Oakes Bros	£18,500.00		£0.00
Mowers/machinery	finishing mower	major	6/1/2007	Oakes Bros	£1,475.00		£1,627.27
Mowers/machinery	quadraply groomer	sisis	11/1/2004	sisis	£1,737.00		£1,916.31
Mowers/machinery	fertiliser spreader	wessex	6/1/2003	Oakes Bros	£700.00		£772.26
Mowers/machinery	tractor spiker	sisis	1/1/1995	cranleigh school	£500.00		£551.62
Mowers/machinery	scarifier	Auto rotorake mk5	7/1/1998	sisis	£3,525.00		£3,888.89
Mowers/machinery	roller mower	RM18	7/1/1998	Oakes Bros	£2,100.00		£2,316.79
Mowers/machinery	pedestrian mower	hayter 48	6/1/2005	mowers online	£527.00		£581.40
Mowers/machinery	pedestrian sprayer	team sprayers scout	4/1/2007	pitchcare	£890.00		£981.88
Mowers/machinery	pedestrian mower x2	shanks 48	5/1/2009	mowers online	£1,282.00		£1,414.34
Mowers/machinery	pedestrian spiker	plugga	4/1/2007	dj turfcare	£1,600.00		£1,765.17
Mowers/machinery	pedestrian vac	bearcat	4/1/2007	abbey garden	£1,280.00		£1,412.14
Mowers/machinery	stihl combi & hedgecutter	stihl	5/1/2009	mowers online	£535.00		£590.23
Mowers/machinery	back pack blower	echo	5/1/2009	mowers online	£529.00		£583.61
Mowers/machinery	roller mower	major	10/1/2011	af wiltshire	£4,800.00		£5,295.51
Mowers/machinery	mulching mower	stiga	3/1/2010	alfold mowers	£505.00		£557.13
Mowers/machinery	ride-on mower	john deere	11/1/2011	mowers online	£4,052.00		£0.00
Mowers/machinery	stihl combi & strimmer	stihl	11/1/2012	mowers online	£696.00		£767.85
Mowers/machinery	foam bout marker	tramline	6/1/2012	kellands	£716.00		£789.91
Mowers/machinery	spray marker	glider	12/1/2012	rigby taylor	£525.00		£579.20
Mowers/machinery	spray marker	glider	4/1/2014	rigby taylor	£525.00		£579.20
Mowers/machinery	tractor trailer		3/1/2013	Oakes Bros	£3,400.00		£3,751.00
Mowers/machinery	sweeper/collector	tomlin	4/1/2016	Oakes Bros	£6,500.00		£7,171.00
Mowers/machinery	hydraulic gang mowers	ramsomes 214	1/1/1994	greensward	£2,500.00		£2,758.08
Mowers/machinery	tractor tipper trailer	J A Silk	4/29/2019	J A Silk	£2,650.00		£1,102.40
Mowers/machinery	road trailer	forrester df8	5/27/2009	tools online	£1,445.00		£1,595.00
Mowers/machinery	powerflow collector	john deere	9/10/2015	mowers online	£970.00		£1,070.14
Mowers/machinery	Chipper	Jansen BX42-S	5/3/2018	Woodmanstore	£1,350.00		£0.00
Mowers/machinery	flail collector	charterhouse	4/1/2005	palehouse	£2,000.00		£2,206.46
Mowers/machinery	tractor sprayer	allman	1/1/1986	Oakes Bros	£1,500.00		£1,654.85
Mowers/machinery	pedestrian roller	sisis	1/1/1986	Oakes Bros	£1,500.00		£1,654.85
Mowers/machinery	Tractor Crane	Multec	4/29/2019	Multec	£225.00		£0.00
Mowers/machinery	Tractor transport box	Multec	4/29/2019	Multec	£350.00		£0.00
Mowers/machinery	Leaf Vacuum	Billy Goat	2/20/2020	ATS	£1,521.00		£1,521.00
					£78,460.00	£0.00	£56,582.21

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insuranc e Value
Natural Surfaces	Silver Birch Trees		5/30/2018	Van Arnhem Nurseries	£2,500.00		£2,704.00
Natural Surfaces	Hornbeam		5/30/2018	Van Arnhem Nurseries	£890.00		£962.62
Natural Surfaces	Bare Root Planting		5/30/2018	Knoll Gardens	£1,000.00		£1,081.60
					£4,390.00	£0.00	£4,748.22

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
Other surfaces	tennis courts						£ 30,890.50

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
Office contents	honour boards x2		1/1/1986		£1,000.00		£1,103.23
Office contents	x3 filing cabinet				£600.00		£661.94
Office contents	office heating system		12/1/2007	hw electric	£1,458.00		£1,608.51
Office contents	computers x 4	dell	1/1/2015	dell	£2,000.00		£2,206.46
Office contents	telephone system	BT	4/1/2015	BT			£0.00
Office contents	map draw	N/A	pre 1988	insurance value	£500.00		£551.62
Office contents	x3 swivel chairs		2010-2016		£750.00		£827.42
Office contents	laptop x2	dell	12/1/2016	net com IT	£1,200.00		£1,323.88
Office contents	x10 small filing cabinet				£1,000.00		£1,103.23
Office contents	chairs x13	compact plus	10/10/2007	rosehill	£500.00		£551.62
Office contents	chamber tables						£2,206.46
Office contents	desks x 3						£1,323.88
Office contents	Artwork	3 paintings					£1.10
Office contents	Photocopier	Sharp MX3061	11/27/2019	KCS Professional	£1,656.11		£1,656.11
					£10,664.11	£0.00	£15,125.47

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
Outside equipment	storage container	expanda store	6/1/2006	extra space	£1,000.00		£1,103.23
Outside equipment	Two handmade oak benches	bespoke	08/23/18		£3,985.00		£4,144.40
Outside equipment	dugouts & stand	N/A	1/1/1998	insurance value	£10,000.00		£11,032.32
Outside equipment	storage container	expanda store	11/1/2004	extra space	£1,066.00		£1,176.05
Outside equipment	storage container	shipping container	10/1/2008	container man	£1,535.00		£1,693.46
outside equipment	Parking ticket machine		5/14/2018	WBC	£0.00	£1,931.00	£4,867.20
Outside equipment	fitness equipment	air skier	1/1/2010	fresh air fitness	£1,005.00		£1,108.75
Outside equipment	fitness equipment	bench press	1/1/2010	fresh air fitness	£2,093.00		£2,309.06
Outside equipment	fitness equipment	rower	1/1/2010	fresh air fitness	£1,329.00		£1,466.20
Outside equipment	youth shelter	N/A	8/1/2008	monster	£6,695.00		£7,386.14
Outside equipment	fitness equipment	Arm & Pedal Bike	12/10/2018	fresh air fitness	£1,217.00		£1,265.68
Outside equipment	fitness equipment	Elliptical trainer	12/10/2018	fresh air fitness	£1,461.00		£1,519.44
Outside equipment	fitness equipment	Double sit-up board	12/10/2018	fresh air fitness	£1,395.00		£1,450.80

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
play park equipment	teen shelter		3/1/2009	kompan	£0.00	£3,060.00	£3,375.89
play park equipment	argo		3/1/2009	kompan	£0.00	£1,517.00	£1,673.60
play park equipment	spica		3/1/2009	kompan	£0.00	£920.00	£1,014.97
play park equipment	starsurfer		3/1/2009	kompan	£0.00	£1,592.00	£1,756.35
play park equipment	rock-it		3/1/2009	kompan	£0.00	£1,592.00	£1,756.35
play park equipment	bloqx		3/1/2009	kompan	£0.00	£10,000.00	£11,032.32
play park equipment	supanova		3/1/2009	kompan	£0.00	£3,040.00	£3,353.83
play park equipment	concrete hoops	recycled usage			£0.00	£500.00	£551.62
play park equipment	egg cup spinner	red	2/1/2011	kompan	£0.00	£780.00	£860.52
play park equipment	egg cup spinner	blue	2/1/2011	kompan	£0.00	£780.00	£860.52
play park equipment	rock n cross		11/1/2008	kompan	£0.00	£6,649.00	£7,335.39
play park equipment	multiplay		12/1/2009	kompan	£0.00	£25,500.00	£28,132.42
play park equipment	nest swing		11/1/2008	playdale	£0.00	£1,870.00	£2,063.04
play park equipment	toddler swings	topset		kompan	£0.00	£1,941.00	£2,141.37
play park equipment	toddler swings	bottom set		playdale	£0.00	£850.00	£937.75
play park equipment	net mountain			hags play	£0.00	£6,326.00	£6,979.05
play park equipment	large swings			hags play	£0.00	£1,620.00	£1,787.24
play park equipment	crisscross	net climber		kompan	£0.00	£858.00	£946.57
play park equipment	toddler slide			kompan	£0.00	£1,369.00	£1,510.32
play park equipment	sandworks	sand pit		kompan	£0.00	£6,723.00	£7,417.03
play park equipment	you&me springer			kompan	£0.00	£586.00	£646.49
play park equipment	small bridge	billygoat gruff		kompan	£0.00	£782.00	£862.73
play park equipment	safety surfacing	play park			£0.00	£20,000.00	£22,064.64
					£0.00	£98,855.00	£109,060.00

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
Sports equipment	football goal	senior size	1/1/2011	mark harrod	£1,000.00		£1,103.23
Sports equipment	football goal	senior size	1/1/2007	edwards	£510.00		£562.65
Sports equipment	football goal	senior size	1/1/2005	mark harrod	£510.00		£562.65
Sports equipment	football goal	senior size	1/1/2005	mark harrod	£510.00		£562.65
Sports equipment	flood- lights		1/1/1999	carmel electrical	£28,119.00		£31,021.78
					£30,649.00	£0.00	£33,812.96

Catergories	Item/ description	Make/ model	Date purchased	Where purchased	Council Asset	Charity Asset	Insurance Value
Street furniture	x1 lighting column		7/1/2007	EDF	£2,445.00		£2,697.40
Street furniture	Two Wisley Benches	Wisley	7/31/2018		£4,800.00		£4,992.00
Street furniture	Steel Screen		7/31/2018		£1,500.00		£1,560.00
Street furniture	millennium sculpture	outside village hall	CPC responsible		£15,000.00		£16,548.48
Street furniture	flag pole	war memorial	CPC responsible		£1,000.00		£1,103.23
Street furniture	notice board	post office	CPC owned		£0.00		£0.00
Street furniture	Red telephone kiosk		11/16/18	BT	£1.00		£3,120.00
Street furniture	Red telephone kiosk		11/16/2018	BT	£1.00		£3,120.00
Street furniture	tree guards x2	bespoke	2000-2002	local forge	£2,500.00		£2,758.08
Street furniture	seat	broxap	3/1/2013	broxap	£701.00		£773.37
Street furniture	litter bins x4	nexus city	6/6/2015	glasdon	£1,640.00		£1,809.30
Street furniture	litter bins x6	RLA/5	6/6/2015	wybone	£2,250.00		£2,482.27
Street furniture	picnic tables x4	enviropol	11/1/2008	glasdon	£0.00	£2,488.00	£2,744.84
Street furniture	seats x4	enviropol	9/1/2008	glasdon	£0.00	£1,772.00	£1,954.93
Street furniture	bins x10	guppy	9/24/2010	glasdon	£0.00	£2,213.00	£2,441.45
Street furniture	picnic table x2	enviropol	2/1/2016	glasdon	£0.00	£1,045.00	£1,152.88
Street furniture	lighting columns x 11		6/21/2005	edf	£0.00	£5,320.00	£16,138.98
Street furniture	8m lighting column		5/18/2007	edf	£0.00	£1,598.00	£1,762.96
Street furniture	litter bins x5	eclipse	2/1/2016	advanced scape	£1,045.00		£1,152.88
Street furniture	bollards		8/1/2007	street furnishings	£545.00		£601.26
Street furniture	notice board	COOP	CPC owned		£500.00		£551.62
Street furniture	seats x2 village hall x1 guide hall		9/1/2010		£576.00		£635.46
Street furniture	seat		12/21/2017	glasdon	£500.00		£540.80
Street furniture	oak benches	bespoke	5/30/2018	English Woodlands	£2,000.00		£3,203.20
Street furniture	Poppy sculpture	bespoke	5/30/2018	RM Hillam	£5,000.00		£5,408.00
Street furniture	bus shelter	High Street	5/28/2019	SCC	£5,000.00		£5,200.00
					£47,004.00	£14,436.00	£84,453.39

Category	Council	Charity	Insurance
Buildings	£1,787,541.00	£1,605,249.00	£4,371,708.97
General Contents	£95,120.00	£25,786.09	£131,042.17
Gates and Fences	£25,327.00	£4,500.00	£32,906.10
Mowers & Machinery	£78,460.00	£0.00	£56,582.21
Natural Surfaces	£4,390.00	£0.00	£4,748.22
Other Surfaces	£0.00	£0.00	£30,890.50
Office Contents	£10,664.11	£0.00	£15,125.47
Outside Equipment	£33,810.00	£1,931.00	£41,551.72
Playground Equipment	£0.00	£98,855.00	£109,060.00
Sports Equipment	£30,649.00	£0.00	£33,812.96
Street Furniture	£47,004.00	£14,436.00	£84,453.39
War Memorials	£0.00	£0.00	£0.00
	£2,112,965.11	£1,750,757.09	£4,911,881.72



redefining / standards

Date of this letter
25th February 2020

Master policy number
RGBDX6962034

Quote number
1458334

 **01483 462860**

 **local.councils@came
andcompany.co.uk**

Mid-term adjustment policy schedule

Your Council Commercial Combined Insurance policy

Important Information

- This document contains the schedule and any endorsements which form part of your policy and is based on the information provided to us.
- The policy wording, schedule and endorsements should be read together as they show the cover we are providing.
- Please check the details are correct and that the cover meets your needs.
- If the details are incorrect or the cover does not meet your needs please contact your insurance advisor.
- If any of the information is incorrect we may change the terms and conditions, premium or withdraw cover.

Data Protection Notice

You may be aware that the European Union has introduced a new Regulation, known as the General Data Protection Regulation (GDPR), which applies to every organisation handling personal data.

Under the new regulation, your rights as a customer have been updated and expanded. We have updated our privacy policy to explain these rights as well as other changes required by the regulation.

View our privacy policy online at www.axa.co.uk/privacy-policy to find all about your rights, the information we collect on you and why. If you do not have access to the internet please contact us and we will send you a printed copy

Policyholder details

Cranleigh Parish Council
Council Offices
Village Way
Cranleigh
Surrey
GU6 8AP

Business description

Parish Council

Population

15000

Your period of insurance

Date this cover starts: 20th February 2020

Date this cover expires: 31st July 2020

Renewal date: 1st August 2020

Your MTA Premium

Adjusted Premium: £0.00

Insurance Premium Tax (IPT) at the current rate: £0.00

Total amount payable: £0.00

Your 3 Year Long Term Agreement Future Annual Premium

Future Annual Premium: £7,732.63

Insurance Premium Tax (IPT) at the current rate: £927.92

Total Future Annual Premium payable: £8,660.55

Endorsements that apply to this section

Long term agreement

- a. Long term agreement shall mean an agreement between you and us for a period of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with us each year for the duration of the agreement.
- b. Annual renewal date shall mean the following date: 1st August
- c. Claims payments and costs shall mean the total of all:
 - i. claims and losses paid; and
 - ii. legal costs and expenses incurred; and
 - iii. new reserves and increases in reserves, during the preceding 12 months.
- d. Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums earned during the period of the agreement. We and you agree that this policy is subject to a long term agreement beginning on the renewal of the policy and ending 3 years later, provided that:
 1. at each annual renewal date the total of all claims payments and costs does not exceed 40% of the income;

2. there are no changes to the material facts concerning your policy; and there are no changes to Insurance Premium Tax during the period of the long term agreement

e. This long term agreement will expire on: 31st July 2020

Your cover summary

Section	
Property Damage	Insured
Business Interruption	Insured
Money and Personal Accident Assault	Insured
Group Personal Accident	Insured
Employers Liability	Insured
Public and Products Liability	Insured
Selected all risks	Insured
Officers Liability (Officials Indemnity)	Insured
Employment Practices Liability	Insured
Council Legal Liability and Legal Expenses (including Employee Dishonesty)	Insured
Terrorism	Not Insured
Equipment Breakdown	Not Insured

Quote covers

Property damage section	Included
Property insured	Sum insured
Village Hall High Street Cranleigh Surrey GU6 8AT	£1,884,060.00
Council Office Village way Cranleigh Surrey GU6 8AF	£265,874.00
Snoxhall Pavilion & Machine Shed Knowle Lane Snoxhall Fields Cranleigh Surrey GU6 8JW	£945,047.00
Cemetery Machine Shed Dewlands Lane Cranleigh Surrey GU6 7AD	£53,071.00
Lychgate Roof Dewlands Lane Cranleigh Surrey GU6 7AD	£29,345.97
CAB Office Village Way Cranleigh Surrey GU6 8AF	£294,505.00
Youth Centre Kowle Lane Snoxhall Fields Cranleigh Surrey GU6 8RL	£716,918.00

Public Conveniences - Village Way	
Village Way	
Cranleigh	
Surrey	
GU6 8AF	£127,737.00

Public Conveniences - Cricket Green	
Cranleigh Common	
Cranleigh	
Surrey	
GU6 8NS	£53,071.00

Storage Container - Snoxhall Field	
Knowle Lane	
Cranleigh	
Surrey	
GU6 8JW	£2,080.00

Total	£4,371,708.97
--------------	----------------------

All risks including theft	
Buildings including subsidence (unless otherwise specified)	£4,371,708.97
General Contents	£131,042.56
Gates & Fences	£32,906.10
Mowers & Machinery	£56,582.21
Natural Surfaces	£4,748.22
Other Surfaces	£30,890.50
Office Contents	£15,125.47
Outside Equipment	£41,551.73
Playground Equipment	£109,060.00
Sports Equipment	£33,812.96
Street Furniture	£84,453.87
War Memorials	£0.00

Additional covers

Cover	Limits
Bequeathed property	Buildings: 100,000 or 10% of the buildings sum insured, whichever is the lower. Contents: £10,000 any one item

	£25,000 in total
Capital additions	10% of building sum insured or £500,000 whichever is the lower
Contents kept at home	£25,000 or 10% of contents whichever is the lower
Contract works	10% of the buildings sum insured or £100,000 whichever is the lower
Discharge of oil	£10,000 aggregate
Drains clearance	£5,000
Environmental protection	10% of sum insured
Exhibitions	£25,000 or 10% of contents whichever is the lower
Fire extinguishing expenses	£10,000
Freezer contents	£5,000
Fund raising cover	£5,000
Fund raising and catering cover	£5,000
Further investigation expenses	10% of the sum insured or £100,000 whichever is the lower
Glass breakage	£10,000
Inadvertent omission	£500,000
Landscaped gardens	£15,000
Locks and keys	£10,000
Loss reduction expenses	£2,500 aggregate
Metered water or gas	£25,000 aggregate
Motor vehicles (stationary risk)	Not included
Patterns	£2,500 any one claim
Public relations expenses	Not included
Raffle prizes and donations	£1,500 total, £500 any one item
Sprinkler upgrade costs	10% of the building sum insured any one claim
Theft of building fabric	£2,500 any one claim
Trace and access	£25,000 any one claim
Unauthorised use of electricity, gas, oil and water	£5,000 any one claim
Undamaged stock	£5,000 any one claim
Undamaged tenants improvements	£5,000 any one claim
Underground pipes and services	£5,000 any one claim
Unspecified storage sites	£5,000 any one claim
Contents definition automatically includes	Limits
Personal effects including pedal cycles	£10,000
Rare books	£2,500 item limit, £10,000 total

Outdoor furniture, heaters, ornaments and statues located outside and within the confines of your premises	£5,000
Marquees and associated lighting	£10,000
Defibrillators	£5,000

Excesses

Damage by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake	£nil
Flood damage	£250
Theft or attempted theft	£250
Theft of building fabric	£250
Subsidence excess	£1,000
Contract works	£250
All other damage	£250

Endorsements that apply to this section

CC01 Floating amount insured (Contents)

The cover under this section applies to all locations occupied by **you** in connection with **your business** within the **policy territories**. Our liability will not exceed the **sum insured** shown in **your policy schedule** for **damage to your contents** however many locations are affected.

CC03 Flat roof condition

Any flat portions of the roof of the **buildings** are to be inspected once every two years by a competent roofing contractor and any recommendations implemented.

CC05 Contents temporarily elsewhere

We will not make any payment when such property is temporarily outside the UK unless it is in **your care**, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.

CC07 Floating amount insured (Buildings)

The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War Memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by **you** in connection with **your business** within the **policy territories**. Our liability will not exceed the **sum insured** shown in **your policy schedule** however many locations are affected.

Minimum security standards condition

You must comply with the **Minimum security standards condition – Level 1**, stated under the **Section conditions** within **your policy**.

Specific section conditions that apply to this section

- 3 Subsidence cover
- 4 Deep fat frying condition
- 7 Loss of excess/No Claims Discount

Business interruption section

Included

Cover	
Perils as per the Property damage section	
Loss of revenue	£30,000 12 months indemnity period
Increase cost of working	£10,000 12 months indemnity period
Loss of rent receivable	£0.00 12 months indemnity period

Additional covers

Cover	Limits
Contract sites	£10,000 any one contract site
Denial of access	100% of the sum insured
Denial of access non damage	not included
Exhibition	£10,000 any one claim
Exhibition expenses	£10,000 any one claim
Failure of public utilities	Included
Public electricity supply	8 hours 100% of the sum insured
Public gas supply	8 hours 100% of the sum insured
Public water supply	8 hours 100% of the sum insured
Public telecommunications services	8 hours 100% of the sum insured
Failure of utilities 'terminal ends'	not included
Fines, penalties and damages	£2,500 any one claim
Key person cover	£2,500 any one period of insurance Weekly benefit £250
Loss of attraction	not included
Loss reduction expenses	£2,500 any one period of insurance
Patterns	£10,000 any one claim
Theft of buildings fabric	100% of the sum insured
Transit	£10,000 any one claim
Unspecified customers	£100,000 any one claim
Unspecified suppliers and storage sites	£100,000 any one claim

Endorsements that apply to this section

CC02 Floating amount insured (Business interruption)

The cover under this section applies to all locations occupied by **you** in connection with **your business** within the **policy territories**. Our liability will not exceed the **sum insured** shown in **your policy schedule** however many locations are affected.

Specific section conditions that apply to this section

- 1 Deposit premium condition
- 2 Declaration linked cover

3 Subsidence

Money and personal accident assault section		Included
Cover details		Limits
Negotiable money in transit		£2,500
Negotiable money on premises during business hours		£10,000
Locked safe limit		£10,000
Negotiable money on premises and not in a locked safe outside business hours		£2,500
Maximum amount of negotiable money carried by any one person		£2,500
Maximum amount of negotiable money at the residence of any insured person		£2,500
Non-negotiable money limit		£250,000
Excess		
Each and every claim		£250
Endorsements that apply to this section		
n/a		
Specific section conditions that apply to this section		
2 Minimum security standards condition – Level 1		

Group personal accident section		Included
Insured Person(s)	Employees councillors & volunteers	
Operative Time	Whilst undertaking business activities	
	Benefit payable	
Benefits		
Injury resulting in;		
1. Death	£100,000	
2. Loss of limb	£100,000	
4. Permanent total disablement	£100,000	
5. Temporary total disablement	£500 payable for up to 104 weeks excluding the first 2 weeks of disablement	
6. Temporary partial disablement	£500 payable for up to 104 weeks excluding the first 2 weeks of disablement	

Additional benefit

Medical expenses

In addition to the benefits specified above, **we** will refund **medical expenses** paid by the **insured person** due to **injury** and for which a claim is payable under this section. The maximum we will pay is

10% of the amount paid under Items 1, 2, 3 or 4 of the benefits table or 25% of the total amounts paid under Items 5 or 6, whichever is the greater, but subject to a maximum of £10,000.

Special conditions relating to payment of benefit:

Maximum benefit limit

- a) The maximum amount of benefit **we** will pay in total
for any one **insured person** is £1,000,000
- b) The maximum amount of benefit in total **we** will pay
in respect of any one **accident** is £1,000,000

Employers liability section

Included

Cover details	Limit of indemnity
Employers Liability	£10,000,000 any one occurrence
Manslaughter costs	£1,000,000 any one period of insurance
Safety legislation costs	£1,000,000 any one period of insurance
Terrorist Act	£5,000,000 any one occurrence

Endorsements that apply to this section

CC06 Employers Liability Tracing Office (ELTO) – mandatory information required

You must provide **us** with the following information for each entity insured under this section of the **policy**:

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must provide **us** with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

Public and products liability section

Included

Cover details	Limit of indemnity
Public Liability	£10,000,000 any one event
Hirers Indemnity	£5,000,000
Libel and slander	£500,000 any one period of insurance
Products Liability	£10,000,000 any one period of insurance
Clean up costs	£1,000,000

	any one period of insurance
Data protection	£500,000
	any one period of insurance
Manslaughter costs	£1,000,000
	any one period of insurance
Safety legislation costs	£1,000,000
	any one period of insurance
Terrorist Act	£2,000,000
	any one period of insurance
Loss of third-party keys	£2,500
	any one period of insurance
Unauthorised use of third-party telephones by your employees	£2,500
	any one period of insurance

Excesses

Property damage	£250
Clean up costs	£250
All other claims	£250

Endorsements that apply to this section

n/a

Selected all risks section – cover for specific items

Included

Item	Location	Sum insured
Civic Regalia	European Union	£2,000.00
Artwork	European Union	£0.00
Museum Articles	European Union	£0.00
Total Selected All Risks	European Union	£0.00
Business Equipment	European Union	£5,000
Excess		£250

Endorsements that apply to this section

n/a

Specific section conditions that apply to this section

2 Minimum security standards condition – Level 1

Officers liability section (Officials Indemnity)

Included

Section Limit of Liability	Excess
Officers Liability ✓ covered £500,000	£nil

Employment practices liability section

Included

Section Limit of Liability	Excess
Employment practices Liability ✓ covered £500,000	£nil

**Council legal liability and legal expenses section
(including Employee Dishonesty)****Included**

Section Limit of Liability	Excess
Council Legal Liability and Legal Expenses ✓ covered £500,000	£nil
Internet & email ✓ covered £500,000	
Employee Dishonesty ✓ covered £600,000	£250

Endorsements that apply to this section**Employee dishonesty cover amendment**

The limit under this cover is as stated in the **schedule** and not as otherwise stated in the **policy**.

CC0015 Council legal liability excess amendment

You will not need to pay the Company legal liability **excess** shown on **your** policy schedule other than in respect of Employee Dishonesty cover and Third Party electronic funds transfer cover.

Terrorism section**Not Included****Cover details**

As per Property damage and Business interruption section

Equipment breakdown section**Not included****Cover details**

Equipment	£0.00
Hazardous substances	£5,000 total amount insured across all Property sections combined
Reconstitution of electronic data	£5,000
Expediting expenses	£5,000
Computers	£5,000
Oil and water storage tanks	£5,000

Additional Endorsements**Property Damage Section - Special Endorsement****Natural Surfaces**

In respect of the property insured under the Natural surfaces section of the Property damage section, in the event of damage we will pay for

Re-seeding

The replacement of any trees or plants will be saplings of the same or similar type.

The maximum we will pay in respect of each claim is the limit shown in your schedule.

We will not cover damage as a result of:

The application of fertilisers or chemicals
The failure to apply fertilisers or chemicals
Storm, flood and other effects of weather
Wear and tear
Maintenance work at the premises
Animals

We will not cover the first £250 of each and every claim.



FREEDOM OF INFORMATION ACT 2000

PUBLICATION SCHEME

2019

Adopted 16 May 2019

The Freedom of Information Act 2000

The Freedom of Information Act gives you the right to obtain information held by public authorities unless there are good reasons to keep it confidential.

The Information Commissioner's Office

The ICO is the UK's independent public body set up to promote access to official information and protect personal information. It has responsibility for ensuring that information is disclosed promptly and that exemptions from disclosure are applied lawfully. Some information could be exempt from disclosure.

How do I make a request?

- Make the information as specific as possible. If your request is too broad the Council may ask you to clarify it. This could mean it takes longer to get the information.
- Provide as full a description as possible of the information you require.
- Be clear about the format you would prefer to receive the information in, for example, by e-mail or as a paper copy.

What happens once my request has been received?

Any request for information should be treated by the Council as a formal request for information and the Council suggests that e-mails or letters are clearly marked as freedom of information requests to avoid any confusion.

The Council must respond promptly to requests or, in any event, within 20 working days although the Council has longer to consider whether the disclosure of normally exempt information would be in the public interest. When considering the public interest test, the Council must do so 'within a reasonable time.'

What if the information is refused?

Where the Council decides not to disclose the information requested it must give reasons for its decision, it must explain how the exemption or exception applies and it must explain the arguments under the public interest test. The Council must also inform you of your right to complain to the ICO.

How can the ICO help and what is the legal process?

You may apply to the ICO for a decision about whether the request has been dealt with according to the Act, for example, you believe there has been excessive delay or if you wish to dispute the application of an exemption or refusals made on public interest grounds. The ICO may serve a decision notice on the Council either confirming the decision made by the Council or directing it to disclose information within a certain time. Non-compliance with a decision notice may constitute contempt of court. If you or the Council disagrees with the ICO's decision you have 28 days to appeal to the independent **Information Tribunal**. The Information Tribunal may uphold the ICO's decision notice, amend it (for example change the time frame for release of information) or overturn it. Non-compliance with the Information Tribunal's notice may also constitute contempt of court.

Additional Information

Additional guidance on the Freedom of Information Act is available on the ICO website at www.ico.gov.uk or by telephone to their helpline 01625 545745.

Model Publication Scheme

Under the Freedom of Information it is the duty of every public authority to adopt and maintain a publication scheme.

The Information Commissioner's Office (ICO) is changing the emphasis in the approval and operation of publication schemes to a generic model which should be adopted and operated by all public authorities from **1 January 2009**.

The model commits a public authority to *'produce and publish the method by which the specific information will be available so that it can be easily identified and accessed by members of the public'*.

This must be adopted in full, unedited and promoted alongside the guide to information. Local councils are not required to inform the Information Commissioner's Office that they have adopted the scheme; it will be assumed they have done so unless the ICO hears otherwise.

The publication scheme provides a list of all the information the Council will make routinely available, explain how it can be accessed (either via the Parish Council website or hard copy) and whether or not a charge will be made for it.

Classes of Information

The information held by Cranleigh Parish Council has been recorded under the following classes of information:

Class 1	Who we are and what we do
Class 2	What we spend and how we spend it
Class 3	What our priorities are and how we are doing
Class 4	How we make decisions
Class 5	Our policies and procedures
Class 6	Lists and registers
Class 7	The services we offer

Website

Some information is routinely available from the Parish Council's website at no charge. The Parish Council's website can be found at:

www.cranleighpc.org

A copy of this publication scheme is also available on the Parish Council website.

Charges for Information Published under this Scheme

Information available through this Council's publication scheme should be readily available at minimum cost to the public. In most cases charges will be made on the basis of cost recovery. Charges may be made for actual disbursements (e.g. photocopying and postage) and information that the council is legally authorised to charge for.

- Anyone requesting information will be notified of any charge before the information is provided.
- Payment will be requested before the information is supplied.
- A schedule of charges is appended to this document.

FOI requests and the Publication Scheme

It is important to note that a publication scheme simply sets out the information that is routinely available. Information that is not listed in the guide to information can still be requested and should be made available unless it can be legitimately withheld.

Availability of Datasets

The Protection of Freedoms Act 2012 has amended clause 11 of the Freedom of Information Act 2000 to make datasets available for re-use by members of the public. Once a dataset is disclosed following an FOI request, Cranleigh Parish Council will make that dataset more widely available and any updated version of that dataset by inclusion on our website. All datasets published in this way will be in a format capable of re use wherever possible, i.e. not in a PDF format.

For datasets which do not contain copyright material the usual FOI charging provisions will apply as set out in this Publication Scheme – i.e. the Council will only be able to charge photocopying, postage and any disbursements.

However, if datasets are published which contain copyright material then the Council may exercise any power it has under other enactments to charge a fee in connection with making the relevant copyright work available for re use. – This only covers re use and *not* access to the information.

Information available from Cranleigh Parish Council under the model publication scheme

Information to be published	How the information can be obtained		Cost
	Website	Hard Copy	
Class1 - Who we are and what we do (Organisational information, structures, locations and contacts)			
Who's who on the Council and its Committees	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Contact details for Parish Clerk and Council members	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Location of main Council office and accessibility details	<input checked="" type="checkbox"/>		Free
Staffing structure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet

Information to be published	How the information can be obtained		Cost
	Website	Hard Copy	
Class 2 – What we spend and how we spend it (Financial information relating to projected and actual income and expenditure, procurement, contracts and financial audit)			
Annual return form and report by auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Finalised budget	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Precept	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Borrowing Approval letter		<input checked="" type="checkbox"/>	10p per A4 sheet
Financial Standing Orders and Regulations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Grants given and received	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
List of current contracts awarded and value of contract	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Members' allowances and expenses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free

Information to be published	How the information can be obtained		Cost
	Website	Hard Copy	
Class 3 – What our priorities are and how we are doing (Strategies and plans, performance indicators, audits, inspections and reviews)			
Parish Design Statement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Annual Report to Parish or Community Meeting (current and previous year as a minimum)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Local Council Award (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Local charters drawn up in accordance with DCLG guidelines			

Information to be published	How the information can be obtained		Cost
	Website	Hard Copy	
Class 4 – How we make decisions (Decision making processes and records of decisions)			
Timetable of meetings (Council, any committee/sub-committee meetings and parish meetings)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Agendas of meetings (as above)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Minutes of meetings (as above) – n.b. this will exclude information that is properly regarded as private to the meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Reports presented to council meetings – n.b. this will exclude information that is properly regarded as private to the meeting.		<input checked="" type="checkbox"/>	10p per A4 sheet
Responses to consultation papers		<input checked="" type="checkbox"/>	10p per A4 sheet
Responses to planning applications		<input checked="" type="checkbox"/>	10p per A4 sheet
Bye-laws			10p per A4 sheet

Information to be published	How the information can be obtained		Cost
	Website	Hard Copy	
Class 5 – Our policies and procedures (Current written protocols, policies and procedures for delivering our services and responsibilities)			
Procedural standing orders	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Committee and sub-committee terms of reference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Delegated authority in respect of officers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Code of Conduct	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Policy statements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Internal policies relating to the delivery of services			
Equality and diversity policy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Health and safety policy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Recruitment policies (including current vacancies)			
Policies and procedures for handling requests for information	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Complaints procedures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Records management policies (records retention, destruction and archive)		<input checked="" type="checkbox"/>	10p per A4 sheet
Data protection policies	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free
Schedule of charges (for the publication of information)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free

Information to be published	How the information can be obtained		Cost
	Website	Hard Copy	
Class 6 – Lists and Registers Some information listed below may be available by inspection only			
Any publicly available register or list (if any are held this should be publicised; in most circumstances existing access provisions will suffice)		<input checked="" type="checkbox"/>	10p per A4 sheet
Assets Register	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Disclosure log			10p per A4 sheet
Register of members' interests	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10p per A4 sheet
Register of gifts and hospitality		<input checked="" type="checkbox"/>	10p per A4 sheet

Information to be published	How the information can be obtained		Cost
	Website	Hard Copy	
Class 7 – The services we offer (Information about the services we offer, including leaflets, guidance and newsletters produced for the public and businesses) Some information listed below may be available by inspection only			
Allotments		<input checked="" type="checkbox"/>	10p per A4 sheet
Burial grounds and closed churchyards		<input checked="" type="checkbox"/>	10p per A4 sheet
Community centres and village halls		<input checked="" type="checkbox"/>	10p per A4 sheet
Parks, playing fields and recreational facilities		<input checked="" type="checkbox"/>	10p per A4 sheet
Seating, litter bins, clocks, memorials and lighting		<input checked="" type="checkbox"/>	10p per A4 sheet
Bus shelters		<input checked="" type="checkbox"/>	10p per A4 sheet
Markets			10p per A4 sheet
Public conveniences		<input checked="" type="checkbox"/>	10p per A4 sheet
Agency agreements		<input checked="" type="checkbox"/>	10p per A4 sheet
A summary of services for which the council is entitled to recover a fee, together with those fees (e.g. burial fees)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Free

Contact details:

Mrs Beverley Bell FSLCC MIET IEng
Parish Clerk
Cranleigh Parish Council
Council Offices
Village Way
Cranleigh
Surrey
GU6 8AF

Telephone: 01483 272311

Fax: 01483 277573

Email: clerk@cranleighpc.org

Website: www.cranleighpc.org

Office Opening Hours:

Monday – Friday 9.30am – 12.30pm
At other times by appointment

SCHEDULE OF CHARGES

This describes how the charges have been arrived at:

TYPE OF CHARGE	DESCRIPTION	BASIS OF CHARGE
Disbursement cost	Photocopying @ 10p per A4 sheet (black & white)	Actual cost*
	Photocopying @12p per A3 sheet (black & white)	Actual cost*
	Postage	Actual cost of Royal Mail standard 2 nd class*

* the actual cost incurred by the public authority

Policy Review Date: April 2019



CRANLEIGH PARISH COUNCIL

Press and Media Policy

2019

1.0 Introduction

- 1.1 The purpose of this Protocol is to guide both Councillors and staff of the Council in their relations with the Press and Media, in such a way as to ensure the smooth running of the Council.
- 1.2 This protocol does not seek to be either prescriptive or comprehensive but sets out to provide guidance on how to deal with some of the practical issues that may arise when dealing with the Press and Media.
- 1.3 Above everything else, a Councillor must observe Cranleigh Parish Council's adopted Code of Members' Conduct whenever he/she conducts the business of the authority, conducts the business of the office to which he/she has been elected/appointed or acts as a representative of the authority.

2.0 Staff

- 2.1 An officer must not disclose information that is of a confidential nature. This includes any discussion with the press on any matter which has been discussed under confidential items on the Council's or Committees' agenda or at any other private briefing.
- 2.2 An officer should act with integrity at all times when representing or acting on behalf of Cranleigh Parish Council
- 2.3 The Parish Clerk as the Proper Officer of the Council is authorised to receive all communications from the Press and Media and to issue Press Releases on behalf of the Council. In the absence of the Parish Clerk, media communications will be handled by the Admin Clerk.
- 2.4 All communications made by the Parish Clerk will relate to the stated business and day to day management of the activities or adopted policy of the Council. The Clerk is not expected or authorised to speculate on matters that have not been considered by the Council. Where such questions are put to the Parish Clerk, the Clerk should refer the enquirer to the appropriate Committee Chairman.
- 2.5 No other officer of the Council or member of staff apart from the above, unless authorised by the Parish Clerk, is permitted to speak or communicate with the Press and Media on any matter affecting the Council or its business.

3.0 Members of the Council

- 3.1 A Councillor must not disclose information that is of a confidential nature. This includes any discussion with the press on any matter which has been discussed under confidential items on the Council's or Committees' agenda or at any other private briefing.
- 3.2 A Councillor should act with integrity at all times when representing or acting on behalf of Cranleigh Parish Council.

- 3.3 When speaking or providing written material to the Press and Media, Members should make clear the capacity, in which they are providing the information. For example: - as Chairman of the Council, as Chairman of a Committee, as a Parish Councillor, as an individual (i.e. letter to press for publication), as spokesperson or as Press Officer for a political party.
- 3.4 Never use the prefix "Cllr" when writing to the press as an individual. This implies you are stating Council policy.
- 3.5 Take particular care if the press or media approach you for comment on a controversial subject, and do not be led into stating something you did not really mean to say. If unsure about any particular policy, simply state "no comment" and ask the press to contact the Parish Office.
- 3.6 Councillors should be aware that case law states the role of Councillor overrides the rights to act as an individual. This means that Councillors should be careful about expressing individual views to the press or media, whether or not they relate to matters of Council business.
- 3.7 Councillors also have an obligation to respect Council policy once made and whilst it may be legitimate for a Councillor to make clear that he or she disagreed with a policy and voted against it (if this took place in an open session), they should not seek to undermine a decision through the press.
- 3.8 A Councillor should not raise matters relating to the conduct or capability of an Officer or member of staff at meetings held in public or before the press.

4.0 Dealing with the Press

- 4.1 When dealing with the Press verbally, members and officers should be aware of the following:
 - 4.1.1 Be informed and certain of all your facts.
 - 4.1.2 Ensure that when making comments on behalf of the Parish Council that you are aware what Council Policy is and that your comments reflect that policy.
 - 4.1.3 Be calm.
 - 4.1.4 Ensure that your comments and views will not bring the Council, its Councillors or its staff into disrepute and ensure that comments are neither libellous nor slanderous.

5.0 Issues to be Aware of

- 5.1 Councillors and officers not used to dealing with the press may be surprised when they see that statements made in all innocence look very different in print than they did when they were spoken. It is advantageous to write out a statement or position beforehand.

6.0 Meetings of Council and Committees

- 6.1 Copies of Agenda, Minutes and Reports sent to Members for meetings of the Council or its Committees will be e-mailed to the Press and Media and placed on the council's web site.
- 6.2 Facilities will be provided at meetings for the Press to take notes of the proceedings.
- 6.3 As provided in the Council's Standing Orders both the Press and Public may be excluded from a meeting whilst certain confidential matters (as provided for in the relevant legislation) are under discussion.
- 6.4 Note: The Parish Council is governed by the Public Bodies (Admission to Meetings) Act, 1960.

7.0 Press Releases

- 7.1 All press releases made on behalf of the Parish Council will be prepared by the Parish Clerk and approved for issue at the next available meeting of the Council or one of its Committees. The press release must be included on the agenda and a copy of the press release included as a background paper to the agenda.
- 7.2 The Parish Clerk, in consultation with the Chairman, has delegated authority to publish press releases on any urgent matters where there is insufficient time for a council meeting.

8.0 Internet Forums and Social Media

- 8.1 The Clerk and Admin Clerk are authorised to issue public notices on any internet forum or social media on behalf of the Council.
- 8.2 Cranleigh Parish Councillors should be reminded that, while Forums are a useful means of encouraging public debate on local issues and for keeping residents updated on the work of the Parish Council, Councillors should focus any comments on the issues, the language should be measured and respectful and personal criticism should be avoided.

9.0 Policy

- 9.1 This document has been prepared as a guidance note for Officers, staff and elected members. It represents the policy of the Council in respect of its relationships with the Press and Media. The policy has been prepared to ensure consistency in the Council's dealing with the Press and Media and details who is authorised to speak on behalf of the Council. It has been drafted to ensure that the views and policy of the Council are presented accurately.
- 9.2 In providing information to the Press and Media, Members and Officers representing the Council will abide by the "Code of Recommended Practice on Local Authority Publicity" published by the DCLG.
- 9.3 The overriding principle of this policy is that all elements of the Press and Media will be treated equally.

Adopted 16 May 2019.

Policy Review Date: May 2020.



Risk Management Policy

1. Introduction

1.1 The Council recognises that it has a responsibility to take all reasonable and practical measures to safeguard its employees, the people it works with and provides services for; and to protect the natural and built environments for which it is responsible.

1.2 The Council is aware that some risks cannot be eliminated fully and has in place a strategy that provides a structured, systematic and focused approach to managing risk

2. Objectives

2.1 The objectives of the risk management policy are to:

- Integrate risk management into the culture of the Council
- Manage risk in accordance with best practice and legislative requirements
- Minimise loss, disruption, injury and damages
- Inform policy and operational decisions by identifying risks and their likely impact
- Raise awareness of the need for risk management

2.2 These objectives will be achieved by:

- Identification of risk
- Undertaking risk assessments
- Managing the risk and recording actions
- Incorporating risk management considerations into council processes
- Providing appropriate training
- Establishing clear roles, responsibilities and reporting lines
- Effective communication with, and active involvement of, employees

May 2019

Policy Review Date: April 2022

Peter J Consultants
Lyoth Cottage, Lyoth Lane, Lindfield, West Sussex RH16 2QA
Email: peter.j.consultants@btinternet.com
Tel: 01444 412423 – Mob: 07763 174800

CRANLEIGH PARISH COUNCIL
Internal Audit Annual Review – 31/03/2020

In accordance with my Internal Audit Plan, Controls and Procedures have been tested, with Fraud and Risk Issues reviewed - these are well managed, as set out in the Governance and Accountability for Local Councils Practitioners' Guide 2019 and meet the needs of the Council. I would only comment by exception. I confirm that I do not have any role within the Council. I will carry out my duties without bias and follow the Public Sector Internal Audit Standards 2012 - to enable the Council to comply with these Standards and the Accounts & Audit Regulations 2015.

Comment:

On this occasion, I was not able to carry out a transaction chase – Invoices to Cash Book to Bank Statements. However, this particular review has been completed several times in the past - and also a few months ago. The Council's Systems are reliable.

Peter Frost
Peter J Consultants
24/04/20

Internal Audit Councillors Review and Interim Report

Date of review: 1st - 6th May 2020

Councillors: Nigel Sanctuary; Liz Townsend (Chair)

Scope of The Authority Internal Audit Review:

The scope of this review follows the principles set out in section 4 of Governance and Accountability for Smaller Authorities in England; A Practitioners' Guide to Proper Practices to be applied in the preparation of statutory annual accounts and governance statements - March 2019, produced by The Joint Panel on Accountability & Governance and the similar document using the same terms for March 2020.

Note has been taken of the specific requirements of the internal audit under sub-section 4.19 (of the 2019 document) to test "...internal control objectives covering an authority's key financial and accounting systems and governance arrangement and concludes whether, in all significant respects, the internal control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the authority."

Also, of section 4.22 on the requirements for Internal Audit Review.

"It should include, as a minimum, making an assessment of each of the following:

- the scope of internal audit;
- independence;
- competence;
- relationships with the clerk and the authority; and
- audit planning and reporting."

Statement of special circumstances for 2019/20 Internal Audit.

It has been recognised and taken into account that the Internal Audit for 2019/20 was undertaken during the circumstances of a National lockdown, disabling the internal auditor and clerk from meeting face to face at Cranleigh Parish Council Offices and this inhibiting some of the flexibility in testing immediate availability of evidence.

This means that the Internal Review supervision process was carried out remotely and via electronic media after the actions and preparations for the audit were undertaken.

It is worth pointing out that the preparation of both auditor and Cranleigh Parish Council Clerk for a remote audit was good and facilitated minimal interruption to the process.

References

The internal Audit Review used the following submissions:

- Annual Governance and Accountability Return 2018/19 (signed) – Confirmation of the dates of the period for the exercise of public rights; Bank Cash & Investments Reconciliation to March 31st 2019; Explanation of Variances Pro-Forma 2018/19; Working Detail for Reserves Reconciliation - Annual Return 31st March 2019; Cranleigh Parish Council Interim Internal Audit Review Nov 2018; Cranleigh Parish Council Internal Audit Review March 2019; Agenda & Minutes of Parish Council Meeting 17th Jan 2019 & Agenda for 18 Oct 2018; Contact Details of Cranleigh Parish Council;
- Cranleigh Parish Council Notice of Conclusion of Audit – 31st March 2019
- Council Audit Plan B'Keeping from PJ Frost PJ Consultants (undated)
- Council Audit Plan (Review of Risk)
- Annual Governance and Accountability Return 2019/20 (incomplete & unsigned)
- Annual Internal Audit Report 2019/20;
- Annual Return Detail – Year End March 31st 2020;
- Combined Fixed Register 2019/2020 -February 2020.
- Fixed Asset Register Changes 2019/20
- Bank Cash & Investments Reconciliation March 31st 2020
- Supporting Reserves Reconciliation for Annual Return Boxes 7 & 8 March 31st 2020
- Lloyds Bank Statement including year end Bank position for March 31st 2020
- Lloyds Bank Term Deposit Short Id CRAPAR-CGB for 21st February 2020
- Copy of 21 of Explanation of Variances 2019/20 pro-forma (year on year v2018/19 return)
- Cranleigh Parish Council Internal Audit Report: PJ Frost – PJ Consultants 31st March 2020
- Invoice 991 from Internal Auditor PJ Consultants 24th April 2020
- Emails 23rd and 24th April between PJ Frost of PJ Consulting and Beverley Bell, Clerk of Cranleigh Parish Council requesting and providing detail per the Internal Audit Plan

No records of telephone conversations or letters that formed part of the internal audit were provided.

Review of the Audit from Councillors

The Audit Plans are comprehensive in reviewing both booking keeping and Review of Risk.

The Audit was limited by virtue of the inability to have access, on the day of the audit, to certain details. The report mentions the inability to carry out a transaction chase. The Councillors carrying out this review have recent and regular experience of the transaction validation and confirmation that the chase would pursue and concur with the auditor's opinion.

The documentary evidence provided as part of the audit was comprehensive in terms of identifying variance in cash book versus accounting positions and to assets versus last year.

The audit complied closely with the need to uncover anomalies in accounting.

The process of finding and appointing an internal auditor was subject to full council review and compliant with standards of independence and competence.

A check for the terms of engagement, required under sub section 4.15 of the March Joint Panel on Accountability & Governance 2020 Guide to Proper Practices was not available under a search. However, an email dated 23 April 2020 from the Clerk to the PJ Consulting states that audit will be held with her by means of telephone and email. This is deemed sufficient under the current social distancing conditions.

There were many tests of the Bookkeeping audit plan elements. A review of the Risk Register was made from the 2018/19 review and the adoption in 2019. However, we were unable to identify many tests of the Review of Risk audit plan elements for 2019/20. The evidence is effective and comprehensive for Financial Systems but seems less comprehensive according to the evidence to hand of items on the Control Systems (E.g. Insurances, sign offs, Securities & maintenance, banking processes & facilities, Legal Powers, Local Controls etc)

A discrepancy exists between the partially completed annual internal audit return in document 13_AGAR_Part3_e_2019-2020.pdf and the PJ Consulting AGAR_Part3 submission Annual Internal Audit Report entitled CRANLEIGH(3).PDF. This is between the boxes on each form entitled "Trust Funds (including charitable) The Council Met its Responsibilities as a Trustee". In PJ Consulting's this states this is a non-applicable condition, whereas the former states the council is compliant.

The question is also raised by the councillors on PJ Consulting's audit whether The Council should consider the box "Trust Funds (including charitable) The Council Met its Responsibilities as a Trustee" is applicable because of our trusteeship of the Snoxhall Fields Charity and the Henry Smith Charity.

Regarding the paragraph above, there was evidence available to indicate the auditor verify that the Snoxhall Charities assets and finances were excluded from the Councils Accounts by virtue of the adjustment made in the 2018/19 return.

Observations

A clearer picture of the full evidence presented and discussed from electronic and telephonic meetings via meeting notes would be useful in assessing a remote audit such as this.

The remote assessment seems satisfactory as a method of audit as timely documentary evidence forms the basis of the evidence and control, subject to the paragraph below.

To comply with the standards of Practitioners' guide to layout the "key financial and other controls, usually in the form of standing orders, financial regulations and risk assessments" it would be helpful in a remote audit to see what elements have been tested. The consultants report appears to use a standard to report by exception to standards, which is acceptable in normal circumstances, but the Internal Audit Review does not have the benefit of seeing the scope of testing. A checklist may be useful to mitigate this.

Annual Governance and Accountability Return 2019/20 Part 3

To be completed by Local Councils, Internal Drainage Boards and other Smaller Authorities*:

- where the higher of gross income or gross expenditure exceeded £25,000 but did not exceed £6.5 million; or
- where the higher of gross income or gross expenditure was £25,000 or less but that:
 - are unable to certify themselves as exempt (fee payable); or
 - have requested a limited assurance review (fee payable)

Guidance notes on completing Part 3 of the Annual Governance and Accountability Return 2019/20

1. Every smaller authority in England that either received gross income or incurred gross expenditure exceeding £25,000 **must** complete Part 3 of the Annual Governance and Accountability Return at the end of each financial year in accordance with *Proper Practices*.
2. The Annual Governance and Accountability Return is made up of three parts, pages 3 to 6:
 - The Annual Internal Audit Report is completed by the authority's internal auditor.
 - Sections 1 and 2 are to be completed and approved by the authority.
 - Section 3 is completed by the external auditor and will be returned to the authority.
3. The authority **must** approve Section 1, Annual Governance Statement, before approving Section 2, Accounting Statements, and both **must** be approved and published **before 1 July 2020**.
4. An authority with either gross income or gross expenditure exceeding £25,000 or an authority with neither income nor expenditure exceeding £25,000, but which is unable to certify itself as exempt, or is requesting a limited assurance review, **must** return to the external auditor by email or post (not both) **no later than 30 June 2020**. Reminder letters will incur a charge of £40 +VAT:
 - the Annual Governance and Accountability Return Sections 1 and 2, together with
 - a bank reconciliation as at 31 March 2020
 - an explanation of any significant year on year variances in the accounting statements
 - notification of the commencement date of the period for the exercise of public rights
 - Annual Internal Audit Report 2019/20

Unless requested, do not send any additional documents to your external auditor. Your external auditor will ask for any additional documents needed.

Once the external auditor has completed the limited assurance review and is able to give an opinion, the Annual Governance and Accountability **Section 1, Section 2 and Section 3 – External Auditor Report and Certificate** will be returned to the authority by email or post.

Publication Requirements

Under the Accounts and Audit Regulations 2015, authorities must publish the following information on a publicly accessible website:

Before 1 July 2020 authorities **must** publish:

- Notice of the period for the exercise of public rights and a declaration that the accounting statements are as yet unaudited;
- **Section 1 - Annual Governance Statement 2019/20**, approved and signed, page 4
- **Section 2 - Accounting Statements 2019/20**, approved and signed, page 5

Not later than 30 September 2020 authorities **must** publish:

- Notice of conclusion of audit
- **Section 3 - External Auditor Report and Certificate**
- **Sections 1 and 2 of AGAR** including any amendments as a result of the limited assurance review.

It is recommended as best practice, to avoid any potential confusion by local electors and interested parties, that you also publish the Annual Internal Audit Report, page 3.

The Annual Governance and Accountability Return constitutes the annual return referred to in the Accounts and Audit Regulations 2015. Throughout, the words 'external auditor' have the same meaning as the words 'local auditor' in the Accounts and Audit Regulations 2015.

**for a complete list of bodies that may be smaller authorities refer to schedule 2 to the Local Audit and Accountability Act 2014.*

Guidance notes on completing Part 3 of the Annual Governance and Accountability Return 2019/20

- The authority **must** comply with *Proper Practices* in completing Sections 1 and 2 of this Annual Governance and Accountability Return. *Proper Practices* are found in the *Practitioners' Guide** which is updated from time to time and contains everything needed to prepare successfully for the financial year-end and the subsequent work by the external auditor.
- Make sure that the Annual Governance and Accountability Return is complete (no highlighted boxes left empty), and is properly signed and dated. Where amendments are made by the authority to the AGAR after it has been approved by the authority and before it has been reviewed by the external auditor, the Chairman and RFO should initial the amendments and if necessary republish the amended AGAR and recommence the period for the exercise of public rights. If the AGAR contains unapproved or unexplained amendments, it may be returned and additional costs will be incurred.
- The authority **should** receive and note the annual internal audit report if possible before approving the annual governance statement and the accounts.
- Use the checklist provided below to review the Annual Governance and Accountability Return for completeness before returning it to the external auditor by email or post (not both) no later than 30 June 2020.
- Do not send the external auditor any information not specifically requested. However, **you must inform your external auditor about any change of Clerk, Responsible Financial Officer or Chairman, and provide relevant email addresses and telephone numbers.**
- Make sure that the copy of the bank reconciliation to be sent to your external auditor with the Annual Governance and Accountability Return covers all the bank accounts. If the authority holds any short-term investments, note their value on the bank reconciliation. The external auditor must be able to agree the bank reconciliation to Box 8 on the accounting statements (**Section 2, page 5**). An explanation **must** be provided of any difference between Box 7 and Box 8. More help on bank reconciliation is available in the *Practitioners' Guide**.
- Explain fully significant variances in the accounting statements on **page 5**. Do not just send a copy of the detailed accounting records instead of this explanation. The external auditor wants to know that you understand the reasons for all variances. Include complete numerical and narrative analysis to support the full variance.
- If the external auditor has to review unsolicited information, or receives an incomplete bank reconciliation, or variances are not fully explained, additional costs may be incurred.
- Make sure that the accounting statements add up and that the balance carried forward from the previous year (Box 7 of 2019) equals the balance brought forward in the current year (Box 1 of 2020).
- The Responsible Financial Officer (RFO), on behalf of the authority, **must** set the period for the exercise of public rights. From the commencement date for a single period of 30 consecutive working days, the approved accounts and accounting records can be inspected. Whatever period the RFO sets it **must** include a common inspection period – during which the accounts and accounting records of all smaller authorities must be available for public inspection – of the first ten working days of July.
- The authority **must** publish the information required by Regulation 15 (2), Accounts and Audit Regulations 2015, including the period for the exercise of public rights and the name and address of the external auditor **before 1 July 2020**.

Completion checklist – 'No' answers mean you may not have met requirements		Yes	No
All sections	Have all highlighted boxes have been completed?		
	Has all additional information requested, including the dates set for the period for the exercise of public rights , been provided for the external auditor?		
Internal Audit Report	Have all highlighted boxes been completed by the internal auditor and explanations provided?		
Section 1	For any statement to which the response is 'no', has an explanation been published?	✓	
Section 2	Has the authority's approval of the accounting statements been confirmed by the signature of the Chairman of the approval meeting?		
	Has an explanation of significant variations from last year to this year been published?		
	Has the bank reconciliation as at 31 March 2020 been reconciled to Box 8?		
	Has an explanation of any difference between Box 7 and Box 8 been provided?		
Sections 1 and 2	Trust funds – have all disclosures been made if the authority as a body corporate is a sole managing trustee? NB: do not send trust accounting statements unless requested.	✓	

**Governance and Accountability for Smaller Authorities in England – a Practitioners' Guide to Proper Practices*, can be downloaded from www.nalc.gov.uk or from www.ada.org.uk

Annual Internal Audit Report 2019/20

CRANLEIGH PARISH COUNCIL

This authority's internal auditor, acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with relevant procedures and controls to be in operation **during** the financial year ended 31 March 2020.

The internal audit for 2019/20 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Agreed? Please choose one of the following		
	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	✓		
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic and year-end bank account reconciliations were properly carried out.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. IF the authority certified itself as exempt from a limited assurance review in 2018/19, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2018/19 AGAR tick "not covered")			✓
L. The authority has demonstrated that during summer 2019 it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations.	✓		
M. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.	Yes	No	Not applicable
			✓

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

Name of person who carried out the internal audit

24/04/20

SEE REPORT

ENTER NAME OF INTERNAL AUDITOR

Signature of person who carried out the internal audit

Date 24/04/20

*If the response is 'no' you must include a note to state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

**Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned, or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

Section 1 – Annual Governance Statement 2019/20

We acknowledge as the members of:

CRANLEIGH PARISH COUNCIL

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2020, that:

	Agreed		'Yes' means that this authority:
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	✓		<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	✓		<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	✓		<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	✓		<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.	✓		<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	✓		<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A
	✓		<i>has met all of its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.</i>

*Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.

This Annual Governance Statement was approved at a meeting of the authority on:

DD/MM/YY

and recorded as minute reference:

MINUTE REFERENCE

Signed by the Chairman and Clerk of the meeting where approval was given:

Chairman

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

Other information required by the Transparency Codes (not part of Annual Governance Statement)

Authority web address

www.cranleigh-pc.gov.uk

AUTHORITY WEBSITE ADDRESS

Section 2 – Accounting Statements 2019/20 for

CRANLEIGH PARISH COUNCIL

	Year ending		Notes and guidance
	31 March 2019 £	31 March 2020 £	
1. Balances brought forward	196,484	203,698	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	344,989	362,189	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	92,135	341,656	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	215,369	184,192	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	10,662	10,662	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	203,878	257,182	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	203,698	455,507	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	205,647	450,816	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	2,097,261	2,112,965	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	10,489	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).
11. (For Local Councils Only) Disclosure note re Trust funds (including charitable)	Yes	No	The Council, as a body corporate, acts as sole trustee for and is responsible for managing Trust funds or assets.
		✓	N.B. The figures in the accounting statements above do not include any Trust transactions.

I certify that for the year ended 31 March 2020 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

SIGNATURE REQUIRED

Date

DD/MM/YY

I confirm that these Accounting Statements were approved by this authority on this date:

DD/MM/YY

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chairman of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

Section 3 – External Auditor Report and Certificate 2019/20

In respect of

CRANLEIGH PARISH COUNCIL

1 Respective responsibilities of the body and the auditor

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2020; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

Our responsibility is to review Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with guidance issued by the National Audit Office (NAO) on behalf of the Comptroller and Auditor General (see note below). Our work **does not** constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and **does not** provide the same level of assurance that such an audit would do.

2 External auditor report 2019/20

(Except for the matters reported below)* on the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return, in our opinion the information in Sections 1 and 2 of the Annual Governance and Accountability Return is in accordance with Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met. (*delete as appropriate).

(continue on a separate sheet if required)

Other matters not affecting our opinion which we draw to the attention of the authority:

(continue on a separate sheet if required)

3 External auditor certificate 2019/20

We certify/do not certify* that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2020.

*We do not certify completion because:

External Auditor Name

ENTER NAME OF EXTERNAL AUDITOR

External Auditor Signature

SIGNATURE REQUIRED

Date

DD/MM/YY

*Note: the NAO issued guidance applicable to external auditors' work on limited assurance reviews in Auditor Guidance Note AGN/02. The AGN is available from the NAO website (www.nao.org.uk)

Cranleigh Parish Council**Bank - Cash and Investment Reconciliation as at 31 March 2020**

		<u>Account Description</u>	<u>Balance</u>	
<u>Bank Statement Balances</u>				
	1	31/03/2020	Business Account - 01806074	261,514.60
	1	21/04/2020	Fixed Term Deposit 21/04/20	100,000.00
	1	21/05/2020	Fixed Term Deposit 21/05/2020	100,000.00
				461,514.60
<u>Other Cash & Bank Balances</u>				
			BANK OF IRELAND D A	0.00
			LLOYDS FIXED RATE DEPOSIT	0.00
			NAT WEST BONUS SAVER	0.00
			NAT WEST COMM CURRENT AC	0.00
			NAT WEST FIXED RATE BONDS	0.00
			PETTY CASH FLOAT	165.44
			PUBLIC WORKS LOAN BOARD	0.00
			SALES CASH IN HAND	0.00
			SMITH CHARITY A/C	0.00
			WALLHANGING POSTCARD	0.00
			WAR MEMORIAL ACCOUNT	0.00
			YOUTH CENTRE PETTY CASH	0.00
				165.44
				461,680.04
<u>Unpresented Payments</u>				
	1	19/09/2019	010790	48.00
	1	20/02/2020	010928	30.00
	1	18/03/2020	010934	2,295.00
	1	18/03/2020	010942	1,128.00
	1	18/03/2020	010943	4,497.60
	1	18/03/2020	010948	305.22
	1	18/03/2020	010949	24.18
	1	18/03/2020	010955	144.00
	1	18/03/2020	010960	2,392.13
				10,864.13
				450,815.91
<u>Receipts not on Bank Statement</u>				
	0	31/03/2020	All Receipts Cleared	0.00
				0.00
Closing Balance				450,815.91
<u>All Cash & Bank Accounts</u>				
	1		LLOYDS CURRENT A/C	450,650.47
			Other Cash & Bank Balances	165.44
			Total Cash & Bank Balances	450,815.91

Cranleigh Parish Council

Supporting Reserves Reconciliation for ANNUAL RETURN 31 March 2020

Explains the difference between boxes 7 & 8 on the Annual Return

<u>Code</u>	<u>Description</u>	<u>Last Year £</u>	<u>This Year £</u>
	Total Reserves	203,698.37	455,506.61
100	TRADE DEBTORS	3,676.33	11,149.20
105	VAT CONTROL	4,794.84	8,471.62
110	PREPAYMENTS	1,064.00	1,172.51
	Less Total Debtors	9,535.17	20,793.33
500	TRADE CREDITORS	9,936.64	11,015.99
511	ACCRUED EXPENSES	1,546.75	2,915.90
550	RECEIPTS IN ADVANCE	0.00	2,170.74
	Plus Total Creditors	11,483.39	16,102.63
	Equals Total Cash and Bank Accounts	205,646.59	450,815.91
200	LLOYDS CURRENT A/C	205,396.59	450,650.47
220	PETTY CASH FLOAT	250.00	165.44
	Total Cash and Bank Accounts	205,646.59	450,815.91

Explanation of variances – pro forma

Name of smaller authority: CRANLEIGH PARISH COUNCIL

County area (local councils and): SURREY

Insert figures from Section 2 of the AGAR in all Blue highlighted boxes

Next, please provide full explanations, including numerical values, for the following that will be flagged in the green boxes where relevant:

- variances of more than 15% between totals for individual boxes (except variances of less than £200);
- a breakdown of approved reserves on the next tab if the total reserves (Box 7) figure is more than twice the annual precept/rates & levies value (Box 2).

	2018/19 £	2019/20 £	Variance £	Variance %	Explanation Required?	Automatic responses trigger below based on figures input, DO NOT OVERWRITE THESE BOXES	Explanation from smaller authority (must include narrative and supporting figures)
1 Balances Brought Forward	196,484	203,698				Explanation of % variance from PY opening balance not required - Balance brought forward does not agree, query this	
2 Precept or Rates and Levies	344,989	362,189	17,200	4.99%	NO		
3 Total Other Receipts	92,135	341,656	249,521	270.82%	YES		The difference is £249,521 additional income from £22,926 car park charges income, £3,911 extra income to Snoxhall Pavilion as new nursery opened September 2019, £4,764 extra income from new hirers at the Village Hall, £2,500 Actives Spaces grant for outdoor gym equipment, £31,747 Betty Riseley Trust grant for play park extension and £185,492 s106 income of £33,075 for Snoxhall Sports Pavilion, £50,838 for sports pitches, £48,213 for MUGA, £42,925 for footpath resurfacing, £8,300 for benches and £2,141 for the Centenary Garden.
4 Staff Costs	215,369	184,192	-31,177	14.48%	NO		
5 Loan Interest/Capital Repayment	10,662	10,662	0	0.00%	NO		
6 All Other Payments	203,878	257,182	53,304	26.15%	YES		The difference is £53,304 of additional expenditure from £22,194 structural works at the Village Hall, £4,475 for a drainage survey for the cemetery, £3,748 to re-surface the Beryl Harvey allotments car park, £1,200 fencing at Snoxhall Fields, £2,720 to clear the ditches at Snoxhall Fields, £18,439 for new play equipment and £1,126 for a new deck for the John Deere mower.
7 Balances Carried Forward	203,699	455,507			NO	VARIANCE EXPLANATION NOT REQUIRED	
8 Total Cash and Short Term Investments	205,647	450,816				VARIANCE EXPLANATION NOT REQUIRED	
9 Total Fixed Assets plus Other Long Term Investments and	2,097,261	2,112,985	15,704	0.75%	NO		
10 Total Borrowings	10,489	0	-10,489	100.00%	YES		Loan re-paid January 2020.

Rounding errors of up to £2 are tolerable

Variances of £200 or less are tolerable

HM Land Registry

Land Registration Act 2002

Title number: SY846825

Administrative Area: Waverley

This deed is dated

PARTIES

(1) **CRANLEIGH PARISH COUNCIL** of Council Offices Village Way Cranleigh Surrey GU6 8AF
(Covenantor)

(2) **CPP VALVE LIMITED** incorporated and registered in England and Wales with company number 11776490 whose registered office is at 32 Hilberton Road, Trowbridge, Wiltshire BA14 7JB and
LINDSEY HELENA **JOANNA LUCY TAYLOR**
of **TAMSIN EMILY FLYNN** of ad,
and **RICHARD ELVIN CARTER** of
(Covenantee)

Deleted: 6

(3) **CALA MANAGEMENT LIMITED** (Co. Regn. No.SC013655) of Adam House, 5 Mid New Cultins, Edinburgh EH1 4DU.

BACKGROUND

(A) This deed is supplemental to the Deed of Easement dated 4 November 2019 referred to at entry A23 of the title register of the above title.

(B) Under the Deed of Easement, CALA Management Limited covenanted with the covenantee not to make any Disposal of the whole or any part or parts of the Property without first procuring that the person to whom that Disposal is being made has executed a Deed of Covenant.

(C) The Relevant Disposal will be a Disposal for the purposes of the Deed of Easement and the Covenantor has agreed to comply with the Grantee's Obligations to the extent that they relate to the Relevant Part from the date of completion of the Relevant Disposal.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Deed of Easement: the Deed of Easement relating to the Property dated 4 November 2019 and made between the Covenantee as Grantor and CALA Management Limited as Grantee.

Grantee's Obligations: all of the covenants and other obligations on the part of CALA Management Limited as Grantee in the Deed of Easement.

Property: Land on the south side of Amlets Lane, Cranleigh

Relevant Disposal: the Disposal of the Relevant Part to be entered into between CALA Management Limited and the Covenantor.

Deleted: Grantor's Obligations: all of the covenants and other obligations on the part of Covenantee as Grantor in the Deed of Easement.¶

Relevant Part: the part of the Property shown edged red on the plan annexed to this deed.

1.2 References to **completion of the Relevant Disposal** are to the date on which the Relevant Disposal is dated and not to the registration of that Relevant Disposal at HM Land Registry (where registration is required).

2. COVENANTOR'S COVENANTS

The Covenantor covenants with the Covenantee to:

2.1 observe and perform the Grantee's Obligations to the extent that the Grantee's Obligations relate to the Relevant Part from the date of completion of the Relevant Disposal; and

2.2 apply for the entry of the following restriction against the Covenantor's title to the Relevant Part at HM Land Registry simultaneously with the registration of the Relevant Disposal:

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 5.1 of the Deed dated 4 November 2019 referred to in the Property Register have been complied with.

Formatted: Widow/Orphan control

Deleted: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 5.1 of the Deed dated 4 November 2019 referred to in the Property Register have been complied with.

3. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. [This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.]

Deleted: ¶
3. COVENANTEE'S OBLIGATIONS ¶
The Covenantee covenants with the Covenantor to observe and perform the Grantor's Obligations to the extent that the Grantor's Obligations relate to the Relevant Part from the date of completion of the Relevant Disposal ¶

4. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or

Deleted: 4

Deleted: 5

formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

5. JURISDICTION

Deleted: 6

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed on behalf of CRANLEIGH PARISH COUNCIL

.....

Councillor

.....

Councillor

END OF DOCUMENT

Deleted: ¶

Deleted: Executed as a deed by CPP VALVE LIMITED acting by [NAME OF DIRECTOR] a director, ¶
in the presence of: ¶
[SIGNATURE OF WITNESS] ¶
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS] ¶

Deleted: ¶
[SIGNATURE OF DIRECTOR] ¶
Director ¶

Deleted: ¶
Signed as a deed by LINDSEY HELENA POOLE in the presence of: ¶
[SIGNATURE OF WITNESS] ¶
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS] ¶ ... [1]

Deleted: ¶

Deleted: ¶
[SIGNATURE] ¶

▼

▼

▲

DATED _____ 2020

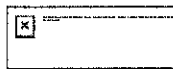
CALA MANAGEMENT LIMITED

and

CRANLEIGH PARISH COUNCIL

FREEHOLD AGREEMENT

RELATING to allotments on Land on south side of Amlets Lane, Cranleigh



PARTICULARS

DATE:

SELLER:

CALA MANAGEMENT LIMITED (Scot. Co
registration number SC013655) whose registered
office is at Adam House, 5 Mid New Cultins,
Edinburgh, Midlothian E11 4DU

BUYER:

CRANLEIGH PARISH COUNCIL, Council Offices,
Village Way, Cranleigh, Surrey GU6 8AF

TITLE GUARANTEE:

Full

PROPERTY:

the allotments on Land on the south side of
AMLETS Lane, Cranleigh and registered at HM
Land Registry with title absolute under Title Number
SY846825 and shown edged red on the Plan
attached to this contract

DEVELOPMENT:

all that land being previously land on the south side
of Amlets Lane, Cranleigh sold by the Seller under
the marketing name of "Amlets Place"

DEVELOPMENT TITLE NUMBER: SY846825

AGREED SALE PRICE:

£1.00

ALLOTMENT PLOT:

any allotment garden within the meaning of the
Allotments Act 1922 forming part of the Property

Deleted: plot

COMPLETION DATE:

SELLER'S SOLICITORS: BDB Pitmans LLP of The Anchorage, 34 Bridge
Street Reading RG1 2LU

BUYER'S SOLICITORS: Surrey Hills LLP, 296 High Street, Dorking, Surrey
RH4 1QT

1. DEFINITIONS

In this Agreement:

- 1.1 "Plan" means the plan annexed to the Transfer
- 1.2 "Standard Conditions" means the Standard Conditions of Sale (Fifth Edition)
- 1.3 "Transfer" the form of Transfer annexed to this Agreement

Deleted: ¶

2. AGREEMENT FOR SALE AND PURCHASE

- 2.1 The Seller shall sell and the Buyer shall buy the Property for the Agreed Sale Price and on the terms of this Agreement
- 2.2 The Seller is to transfer the Property with either full or limited title guarantee as specified in the Particulars
- 2.3 Vacant possession shall be given to the Buyer on completion
- 2.4 The transfer to the Buyer shall be in the form of the Transfer which shall be engrossed by the Seller's Solicitors
- 2.5 Completion of the sale of the Property from the Seller to the Buyer shall take place on the Completion Date

3. STANDARD CONDITIONS

- 3.1 This Agreement incorporates the Standard Conditions and the terms used have the same meaning as when used in the Standard Conditions. The Property is sold subject to the Standard Conditions so far as the same are applicable and are not excluded, varied by or inconsistent with the conditions in this Agreement
- 3.2 Standard Conditions 1.3.4 to 1.3.7 and 4.3 shall not apply

4. MATTERS AFFECTING THE PROPERTY

The Property is sold subject to (and where applicable with the benefit of):-

CALA Management Ltd- Transfer of Allotments, Amlets Lane, Cranleigh

- 4.1 All local land charges whether registered before or after the date of this Agreement and to all matters capable of registration as local land charges whether or not actually so registered
- 4.2 All rights of way water and drainage and other easements or quasi-easements (if any) affecting the Property or the Development or any part thereof
- 4.3 All matters contained mentioned or referred to in the Transfer
- 4.4 The entries in the registers of the Development Title Number insofar as they affect the Property (except entries relating solely to any mortgage or deposit of title deeds by way of security) PROVIDED THAT the Buyer shall not object to any entries being registered against either the Property or the Development after the date of this Agreement if such entries do not materially and adversely affect the Property
- 4.5 Any wayleaves or easements which may already be granted or which may be granted by the Seller after the date of this Agreement but before completion in or over under or upon the Property in favour of any statutory undertakers service companies or authorities for providing water gas electricity cable television (if any) and telephone services to the Property or any other part of the Development or any neighbouring land of the Seller
- 4.6 The terms of any section 106 agreements and planning permissions supplied

5. TITLE

Title to the Development is registered at the Land Registry under the Development Title Number and the Property is sold subject to and (as the case may be) with the benefit of the exceptions reservations covenants restrictions stipulations and other matters (except mortgages) contained or referred to in all registers of title relating to the Property kept at the Land Registry as at the date the latest set of official copies and title plans

6. BUYER'S OBLIGATIONS

The Buyer will from time to time upon request by the Seller join in and be a party to any deed or document required by the Seller to grant easements wayleaves licences rights or privileges over the Property and (if and where applicable) the Development in connection with services to be provided for the benefit of the

Property and/or Development and shall execute or sign such deed or document without delay.

7. ALLOTMENTS AND ALLOTMENT PLOTS

7.1 The Buyer shall before the Completion Date ensure that the allotments on the Property are be fully set out, car park provided, fencing provided, the land rotivated and the Allotment Plots marked out in accordance with the Buyer's reasonable requirements.

Formatted: Font: (Default) Arial, 11 pt
Formatted: Font: (Default) Arial, 11 pt

7.2 The Seller shall within one month of the Completion Date write to all occupants on the Development (which for the purpose of this clause shall mean those individuals in actual occupation of the dwellings on the Development) regardless of tenure to establish demand for allotments by such occupants and the Seller shall once in receipt of all occupants' replies provide to the Buyer a list of occupants on the Development who wish to take an Allotment Plot

Formatted: Not Highlight

7.3 The Buyer hereby covenants with the Seller:

- (i) for a period of 12 months from the Completion Date to make available to the occupants on the Development, the Allotment Plots;
- (ii) in the event that insufficient occupants apply and take up a tenancy of the Allotment Plots during the period of 12 months from the Completion Date and in any event after the expiry of the period of 12 months from the Completion Date to apply its normal Allotments Waiting List Policy, subject to para 7.3(iii) below, (iii) in the event of an occupant on the Development disposing of their interest on the Development irrespective of its tenure the incoming purchaser shall have the right to take over the Allotment Plot allocated to such occupant and the documentation to be entered into in respect of any Allotment Plot with the Buyer shall include provisions to that effect

Deleted: 2
Deleted: to
Deleted: 25% of
Deleted: for a period of 12 months from the Completion Date
Formatted: Tab stops: 2.54 cm, Left + Not at 2.5 cm
Deleted: allocate the Allotment Plots in priority to the occupants on the Development as shown on the list provided by the Seller and referred to at clause 7.1 above in the event
Deleted: ; and
Deleted: ¶

8. BUYER'S ACKNOWLEDGEMENT OF CONDITION

The Buyer acknowledges that before the date of this Contract the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The

CALA Management Ltd- Transfer of Allotments, Amlets Lane, Cranleigh

Deleted: (iii) in the event of an occupant on the Development disposing of their interest on the Development irrespective of its tenure the incoming purchaser shall have the right to take over the Allotment Plot allocated to such occupant and the documentation to be entered into in respect of any Allotment Plot with the Buyer shall include provisions to that effect¶
Formatted: Tab stops: 2.54 cm, Left + Not at 2.5 cm

Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes and the Seller has given no warranty for the proposed use

9. RISK AND INSURANCE

- 9.1 The Seller will keep the Property comprehensively insured to its full value up to the date of completion
- 9.2 If payment under a policy effected by or on behalf of the Seller is reduced because the Property is covered against loss or damage by an insurance policy effected by or on behalf of the Buyer then any sums received by the Buyer from such insurance shall if the Seller so requires be applied in making good the loss or damage

10. OMISSIONS AND VARIATIONS

- 10.1 Any minor incorrect statement error or omission found in the Plan or in this Agreement shall not annul the sale and the Buyer shall not be entitled to be discharged from its obligations under this Agreement nor shall the Seller or the Buyer claim or be allowed any compensation by reason of any matters referred to in this clause
- 10.2 The Seller reserves the right at any time prior to completion to produce a new plan for use with the engrossment of the Transfer and substitute it for the Plan if either:-
 - 10.2.1 it reasonably considers that it is necessary or expedient to make any minor variation to the boundaries of the Property in connection with the layout or development of the Development; or
 - 10.2.2 if it has carried out a survey of the Property which reveals any minor differences between the position of the boundaries of the Property itself and the position shown on the Plan
- 10.3 If following completion the Buyer the Seller or their respective solicitors are notified in writing that H M Land Registry does not consider that the boundary walls and fences of the Property accord with the Plan the Seller reserves the right at its discretion EITHER to enter upon the Property within six months thereafter for the purpose of renewing replacing erecting or reconstructing any of the boundaries in order to secure compliance with the Plan (the person or persons exercising such

right making good all damages occasioned thereby) OR to issue an amended plan to accord with the boundaries on the ground which the Seller and the Buyer shall execute and return to the Buyer's solicitor for lodging at H M Land Registry to enable the Buyer to complete its application for registration

- 10.4 The Buyer having been afforded an opportunity of inspecting the Property and its boundaries or the intended position of the same prior to completion shall be deemed to have accepted their position and shall not be entitled to any remedy against the Seller if it exercises its discretion to retain the same and amend the Plan
- 10.5 The Buyer acknowledges that the Seller as a developer may wish to change the layout of the remainder of the Development or the number or type of dwellings to meet changing market conditions and whilst the Plan represents the intention of the Seller as to the general layout of the Development any variation in the layout of the remainder of the Development shall not annul the sale or give rise to any claim by the Buyer for compensation or otherwise

11. REPRESENTATIONS

- 11.1 The Buyer acknowledges that he has entered into this Agreement as a result of searches enquiries and inspections made by him or on his behalf and that with the exception of:
- 11.1.1 the replies by the Seller's Solicitors to preliminary enquiries raised by the Buyer's Solicitors or in any general written information provided by the Seller's Solicitors to the Buyer's Solicitors to the extent that they are not capable of independent verification from pre-contract searches and enquiries that a prudent buyer would make; and
- 11.1.2 any spoken statement which the Buyer's solicitors have put in writing to the Seller's solicitors before the date of this Agreement on which the Buyer is relying he has placed no reliance on any statement representation or warranty whether made orally or contained in any advertisement or other matter issued by the Seller or on its behalf and that any oral terms on which the Buyer is relying have been incorporated into this Agreement and that the Buyer is not aware of any other matters relevant to this Agreement
- 11.2 No statement or representation shall be deemed to be a term or condition of this Agreement or of any separate agreement nor except as set out in Clause 14.1 will

CALA Management Ltd- Transfer of Allotments, Amlets Lane, Cranleigh

it amount to a warranty or representation inducing the Buyer to enter into this Agreement

11.3 The Buyer gives no guarantee that the Property is fit for purpose for its intended use and the Seller relies solely on his own inspections and investigations in this regard

12. NON-WAIVER

THE failure by the Seller to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all or any terms and conditions of this Agreement

13. NON-MERGER

WHERE the context so admits this Agreement shall remain in full force and effect and shall not be deemed to have merged in the Transfer to the Buyer

14. NOTICES

14.1 Any notices served pursuant to this Agreement shall be posted by first class post or by Document Exchange or facsimile or (if applicable) email and the date of receipt shall be deemed to be:-

14.1.1 in the case of service by post the working day immediately after posting
or

14.1.2 in the case of service by Document Exchange the working day immediately following posting or

14.1.3 in the case of service by facsimile immediately on service

14.1.4 in the case of service by email immediately on service

15. ENTIRE AGREEMENT

All the terms of the agreement between the parties (other than in respect of any extras ordered by the Buyer and agreed to be carried out by the Buyer) are fully set out in this Agreement and may only be varied (whether by way of collateral contract or otherwise) in writing under the hands of the parties or their solicitors with authority

SIGNED

.....

Buyer

.....

Duly authorised signatory for
and on behalf of the Seller

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other

1	Title number(s) out of which the property is transferred: SY846825
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: allotments on Land on south side of AMLETS Lane, Cranleigh The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: CALA MANAGEMENT LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: SC013655 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Cranleigh Parish Council <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation:

evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

	(b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: Cranleigh Parish Council, Council Offices, Village Way, Cranleigh, Surrey GU6 8AF
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): One Pounds (£1.00) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee The Transferor sells with full title guarantee PROVIDED THAT it is agreed that for the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act"): 10.1 The covenant implied by Section 2(1)(b) of the Act shall be amended by deleting the words "his own cost" and substituting therefor the words "the cost of the person to whom he disposes of the Property" 10.2 The covenant implied by Section 3(1) of the Act does not extend to any charge incumbrance or other right which the Transferor does not know about and the covenants are personal to the parties to this Agreement and no implied covenants shall be given to third parties or to the Transferee's successors in title 10.3 The covenant set out in section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all matters now recorded in registers open to public inspection <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

☐ they are to hold the property on trust:

12 Additional provisions

The Property is transferred by the Transferor TOGETHER WITH the easements and rights set out in section B of panel 12 BUT EXCEPTING AND RESERVING the easements and rights set out in section C of panel 12

A. Definitions

"Allotments"	means allotment <u>garden</u> within the meaning of the Allotments Act 1922
"the Estate"	which expression shall in this transfer mean all the land in respect of which the Transferor is or was registered as proprietor under title number SY846825
"the Estate Manager"	Amlets Place (Cranleigh) Management Company Limited (Company Number: 10791645) whose registered office is Fisher House, 84 Fisherton Street, Salisbury, Wiltshire SP2 7QY
"the Estate Roads and Footpaths"	the roads and footpaths forecourts circulation areas or other areas intended to be used in common for access by the owners tenants occupiers or users of the Estate constructed so as to serve the Estate
"the Parking Spaces"	the visitors car parking spaces shown edged blue on the Plan
"Permitted Use"	use as allotments within the meaning of the Allotments Act 1922
"the Plan"	the plan attached hereto
"the Regulations"	any reasonable regulations made by the Estate Manager from time to time for the proper management and use of the Estate and which do not unnecessarily restrict the enjoyment of the Property

Formatted: Font: Bold

Deleted: s

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

"the Services"	water supply to the Property
"the Transferee"	the person or persons whose names are set out in Panel 6 above and including the persons deriving title under the Transferee and where the Transferee at any time consists of two or more persons all covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally
"the Transmission Media"	the drains sewers soakaways watercourses water mains or pipes the electricity telephone television and telecommunication cables wires circuits and conduits and the gas mains and pipes or other cables wires mains or pipes or other service media laid or to be laid in through over or under any part or parts of the Estate as the context shall require
B. Rights granted for the benefit of the property	
To the Transferee and his successors in title the owners and occupiers of the Property and all persons authorised by them (in common with the Transferor and all other persons entitled thereto and all persons to whom there shall have been granted or to whom there may hereafter be granted the same or similar rights):	
1.	The full and free right for the Transferee to pass and repass with or without vehicles over and along the roads and on foot only over and along the footpaths within the Estate Roads and Footpaths (but only so far as may be necessary for the purposes of access and egress to and from the Property to the public highway) BUT RESERVING NEVERTHELESS to the Transferor the right to deviate alter or stop up any projected roadway or footpath on or serving any part of the Estate so far as the same shall not be coextensive with the Property or in actual use as an access to the Property from the public highway PROVIDED THAT such right shall not be capable of being exercised in such manner as deprives the Transferee of suitable access to and egress from the Property unless such deprivation shall be purely temporary to enable building construction or other works to be carried out and unless safe and reasonable access still remains available to the Property
2.	Full and free right to use the conduits and pipes for the free passage and running of the Services together with the right (in common as aforesaid) to enter upon the adjoining and neighbouring land included in the Estate for the purpose of inspecting repairing renewing and cleansing the same the Transferee or other persons exercising such right making good any damage actually occasioned to such adjoining and neighbouring land BUT RESERVING NEVERTHELESS to the Transferor the

right to deviate alter stop up disconnect or remove any of the Transmission Media or projected Transmission Media on over or under any part of the Estate so far as the same is not in actual use and serving the Property or provided adequate alternative provision is made notwithstanding the temporary interruption or obstruction of the Services carried by the Transmission Media.

3. The full and free right to park in the Parking spaces for any purpose associated with the Permitted Use.

Provided that the foregoing rights of entry mentioned in paragraph 2 above is subject to the person exercising such right giving to the occupiers of the land to be entered at least five working days' notice (except in case of emergency) before exercising such rights and making good all damage occasioned by such exercise

C. Rights reserved to the Transferor and the Estate Manager for the benefit of other land in the Estate

1. There is EXCEPTED AND RESERVED unto the Transferor the Estate Manager and their respective successors in title of the remainder of the Estate their agents and employees and all persons reasonably authorised by them:-
 - 1.1 Full and free right liberty power and authority to construct lay down and use or to make or run any of the Transmission Media for the free passage and running of the Services which the Transferor shall consider reasonably desirable from the remainder of the Estate in through over or under any portion of the Property whether serving the Property or not and to connect to such of the Transmission Media within the Property as the Transferor shall consider desirable with power to enter on the Property for all or any of the purposes aforesaid or for inspecting repairing relaying renewing or cleansing any of the Transmission Media the Transferor or other person exercising such right making good any damage actually occasioned to the Property to the reasonable satisfaction of the Transferee.
 - 1.2 All other rights easements quasi-rights and quasi-easements (other than of way) enjoyed in respect of the remainder of the Estate over the Property as would be deemed to exist if the remainder of the Estate and the Property had been used in their present state from time immemorial but by different owners
 - 1.3 The right to enter the Property to remedy any breach of the Transferee's covenants as set out in paragraph D below and any costs incurred in that respect shall be due as a debt from the Transferee to the Transferor and/or the Estate Manager

D. Covenants by the Transferee

FOR the benefit and protection of the remainder of the Estate and so as to bind the Property into whosoever hands the same

may come but not so as to render the Transferee personally liable for any breach of covenant after he or they shall have parted with all interest in the Property the Transferee hereby covenants with the Transferor and also as a separate covenant the Estate Manager that the Transferee and those deriving title under it will at all times hereafter observe and perform the following restrictions and stipulations:-

1. Forever hereafter to maintain the walls fences and gates created along the boundaries of the Property marked with an inward "T" on the Plan and such other walls fences and gates which may be specified on the Plan as the responsibility of the owner of the Property
2. To keep the Property well cultivated tidy and free from weeds and not to permit the same to become unsightly untidy or a nuisance to owners or occupiers for the time being of other parts of the Estate and not to hang out clothes on the Property
3. Not to cause or permit or suffer to be done in or upon the Property any act or thing which may be or become a nuisance annoyance danger or detriment to the Transferor or owners or occupiers for the time being of other parts of the Estate
4. Not at any time:
 - 4.1 To use the Property for other than the Permitted Use;
 - 4.2 To use any Parking Spaces for any purpose or purposes other than those incidental to the enjoyment of the Property;
 - 4.3 To place any structure or building (except structures and buildings reasonably necessary for the purposes of section 12 of the Allotments Act 1950) upon the Property without the prior approval of the Estate Manager such permission not to be unreasonably withheld
 - 4.4 To park in the Parking Spaces any motor vehicle other than a fully taxed and licensed private motor car or motor cycle only
5. Not to block or obstruct access to any of the Estate Roads and Footpaths on the Estate
6. Not to park or allow to be parked any car van or other vehicle on any part of the Estate other than in such places (if any) as shall be provided therefor and save only to such extent and subject to such conditions as may be permitted by law and by such other regulations as may be imposed by the Estate Manager or its managing agents
7. Not to keep or suffer to permit to be kept on the Property any birds or animals (subject to section 12 of the Allotments Act 1950 with the proviso that any such animals are not prejudicial to health or a nuisance in the opinion of the Estate Manager acting reasonably) and to ensure that dogs are kept under control at all times

Deleted: or other items

Deleted: including

Deleted: (but excluding a sheds and polytunnels and

Deleted: noisy offensive or dangerous

8. To comply with and observe the Regulations which the Estate Manager may reasonably and consistently with the provisions of this Transfer make to govern the use of the Estate Roads and Footpaths

E. Agreements and Declarations

IT IS HEREBY DECLARED THAT:-

1. The Transferor shall not be under any restriction as to the mode of development or user of the remainder of the Estate and may at any time release or modify any of the said restrictions and stipulations set out in section D of panel 12 hereto in relation to other parts of the Estate (whether imposed before or after the date hereof) and nothing herein contained shall be deemed to create a Building Scheme.
2. Neither the Transferee nor the persons deriving title under it shall become entitled whether by implication prescription or otherwise to any right of light or air or any other right or easement quasi-rights and/or quasi-easements except as by this Transfer expressly granted to the Property or to any building erected thereon which would restrict or interfere with the free use by the Transferor or the Estate or any adjoining or adjacent land for building or other purposes and such light air or other easement or right shall be deemed to be enjoyed by the leave and licence of the Transferor and not as of right.
3. The singular shall include the plural and the masculine shall include the feminine and vice versa.
4. The expressions "the Transferor" "the Transferee" and "the Estate Manager" shall where the context so admits or requires be deemed to include their respective successors in title and the persons respectively deriving title under them.
5. Save as expressly provided none of the provisions of this Transfer are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Transfer
6. Where a party exercises any right of entry and/or to carry out works, it will give reasonable prior written notice (save in emergency) cause as little damage and inconvenience as practicable and make good any damage caused at its own expense to the reasonable satisfaction of the owner or occupier of the land in respect of which such right is exercised
7. Notwithstanding anything herein contained the Transferor and the Estate Manager shall not be liable to the Transferee nor shall the Transferee have any claim

Formatted: Centered

against the Transferor or the Estate Manager in respect of:

- 7.1 Any interruption in any of the Services by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by any of the risks against which insurance shall have been taken out Act of God or other cause beyond the Transferor's or the Estate Manager's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or any other matters beyond the control of the Transferor or the Estate Manager PROVIDED THAT the Estate Manager shall use its reasonable efforts to restore the relevant Service or Services as soon as reasonably practicable
8. That the Transferor and the Estate Manager or the owners for the time being of the Estate may sell lease transfer or otherwise deal with any part or parts of the Estate either subject to or free from all or any of the covenants conditions and provisions herein contained or subject to any other covenants conditions and provisions and may release alter or vary any of the covenants conditions and provisions which may have been or may hereafter be inserted in any documents in respect of any other part or parts of the Estate without releasing the Transferee from any of the covenants conditions and provisions herein contained or giving to the Transferee any right of action in respect thereof but such right shall not be capable of being exercised in such manner as deprives or interferes with the Transferee of or in the proper use of the Property for the Permitted Use or of suitable access to and egress from the Property

F. Indemnity Covenant by the Transferee to the Transferor

THE Transferee with the object of affording a full and sufficient indemnity but not further or otherwise HEREBY COVENANTS with the Transferor that the Transferee will at all times hereafter duly perform and observe the restrictive covenants conditions requirements and stipulations set out or referred to in the Property and Charges Register of the Title Number referred to above (other than those of a financial nature) (so far as the same are still subsisting and capable of taking effect and affect the Property) and will at all times keep the Transferor effectually indemnified against all future actions proceedings costs charges claims and demands whatsoever in respect of the said covenants conditions requirements and stipulations.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 4.

Restrictive covenants by the transferor

Other

The Transferee enters into the transfer pursuant to section 25 of the Small Holdings and Allotments Act 1908 and shall hold the Property for the purposes of the Allotments Acts 1908-1950

13 Execution

EXECUTED as a Deed by)
CALA MANAGEMENT LIMITED)
acting by two attorneys in)
accordance with a Power of)
Attorney dated [])

Attorney

Attorney

Signature of Witness (of both Attorneys):

Name of Witness:

Address:

Occupation:

EXECUTED as a deed on behalf of
CRANLEIGH PARISH COUNCIL

Councillor
(name in BLOCK CAPITALS)

Councillor

(name in BLOCK CAPITALS)

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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

This agreement is made this day of 2020

Background

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

1 Definitions

In this agreement, unless the context requires otherwise:

'the Purpose' means []

'Buyer' means **Cranleigh Parish Council**

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

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

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

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

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

"Ofcom"	means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
"Planning Acts"	means any relevant planning legislation in force at the date of this agreement, including the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order (England) 2015 (and similar regulations in other regions), and any statutory replacement or modification of any of them.
'Price'	means the price for the Goods excluding any carriage, packing and insurance.
'Seller'	means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).
'Universal Service Obligation'	means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

2 Conditions applicable

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

3 Agreement, price and payment

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.

- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than they are at today's date, or than described in the schedule hereto.
- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk or any interest in it, nor shall the Buyer acquire that land or any interest in it under this agreement.

4. Decommissioning, delivery and acceptance

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

5 Post acceptance obligations

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

- (i) In the case of listed Goods:
 - a. Clean, lock and maintain the goods in accordance with the requirements of this paragraph 5; or
 - b. Apply to de-list the Goods
- (ii) In the case of non-listed Goods arrange for permanent removal of them at their own cost

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

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

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

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

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

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

- 5.4 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by It under or in relation to the matters referred to in sub-paragraphs 5.1, 5.2 and 5.3 or in respect of any claim by a third party in respect of such matters.
- 5.5(i) The Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has requested the Seller, and the Seller has agreed, to supply electricity, then the Seller shall supply that electricity (at the Seller's cost) to the REC (regional electricity company) fusebox sufficient for the operation of an 8 watt lightbulb or similar. The Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.
- 5.5(ii) The Buyer is not permitted to connect any equipment to the power supply provided by the Seller without first obtaining the Seller's written agreement.
- 5.5(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.5(ii) to connect defibrillator equipment to the electricity supply, the equipment must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.
- The Defibrillator Cabinet must be:
- (a) Class 2 IP rating 54;
 - (b) Compliant to BS7671-416/417 in its construction;
 - (c) Manufactured by a ISO 9001/2 certified manufacturer;
 - (d) Protected by an RCD
- 5.5(iv) The Seller does not actively monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.
- 5.5(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.
- 5.5(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

- 5.6 From acceptance of the Goods the Buyer shall:
- 5.6.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a Seller pay-phone and are not connected to the Seller's electronic communications network.
 - 5.6.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the payphone, ancillary equipment and wiring has been removed and that the Goods are the responsibility of the Buyer.
 - 5.6.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
 - 5.6.4 Not sell, lease or license the Goods to a competitor to the Seller nor permit a competitor to install electronic communications apparatus (as defined in the Electronic Communications Code, in Schedule 3A of the Communications Act 2003 as amended from time to time) within the Goods and itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus within the Goods.
 - 5.6.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
 - 5.6.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
 - 5.6.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.6 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.7 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.8 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.5, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.

- 5.9 Not connect any equipment to the electricity supply referred to in Clause 5.5 without the express written agreement of the Seller.

6 Warranties and liability

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

7 Title and risk

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

8 Limitation of Liability

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

- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.
- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel before entering into this agreement.

9 Intellectual property

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

10 General

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

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

This agreement is made this day of 2020

Background

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

1 Definitions

In this agreement, unless the context requires otherwise:

'the Purpose' means []

'Buyer' means **Cranleigh Parish Council**

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

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

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

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

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

"Ofcom"	means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
"Planning Acts"	means any relevant planning legislation in force at the date of this agreement, including the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order (England) 2015 (and similar regulations in other regions), and any statutory replacement or modification of any of them.
'Price'	means the price for the Goods excluding any carriage, packing and insurance.
'Seller'	means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).
'Universal Service Obligation'	means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

2 Conditions applicable

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

3 Agreement, price and payment

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.

- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than they are at today's date, or than described in the schedule hereto.
- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk or any interest in it, nor shall the Buyer acquire that land or any interest in it under this agreement.

4. Decommissioning, delivery and acceptance

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

5 Post acceptance obligations

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

- (i) In the case of listed Goods:
 - a. Clean, lock and maintain the goods in accordance with the requirements of this paragraph 5; or
 - b. Apply to de-list the Goods
- (ii) In the case of non-listed Goods arrange for permanent removal of them at their own cost

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

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

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

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

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

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

- 5.4 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under or in relation to the matters referred to in sub-paragraphs 5.1, 5.2 and 5.3 or in respect of any claim by a third party in respect of such matters.
- 5.5(i) The Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has requested the Seller, and the Seller has agreed, to supply electricity, then the Seller shall supply that electricity (at the Seller's cost) to the REC (regional electricity company) fusebox sufficient for the operation of an 8 watt lightbulb or similar. The Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.
- 5.5(ii) The Buyer is not permitted to connect any equipment to the power supply provided by the Seller without first obtaining the Seller's written agreement.
- 5.5(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.5(ii) to connect defibrillator equipment to the electricity supply, the equipment must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.
- The Defibrillator Cabinet must be:
- (a) Class 2 IP rating 54;
 - (b) Compliant to BS7671-416/417 in its construction;
 - (c) Manufactured by a ISO 9001/2 certified manufacturer;
 - (d) Protected by an RCD
- 5.5(iv) The Seller does not actively monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.
- 5.5(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.
- 5.5(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

- 5.6 From acceptance of the Goods the Buyer shall:
- 5.6.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a Seller pay-phone and are not connected to the Seller's electronic communications network.
 - 5.6.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the payphone, ancillary equipment and wiring has been removed and that the Goods are the responsibility of the Buyer.
 - 5.6.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
 - 5.6.4 Not sell, lease or license the Goods to a competitor to the Seller nor permit a competitor to install electronic communications apparatus (as defined in the Electronic Communications Code, in Schedule 3A of the Communications Act 2003 as amended from time to time) within the Goods and itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus within the Goods.
 - 5.6.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
 - 5.6.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
 - 5.6.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.6 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.7 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.8 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.5, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.

- 5.9 Not connect any equipment to the electricity supply referred to in Clause 5.5 without the express written agreement of the Seller.

6 Warranties and liability

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

7 Title and risk

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

8 Limitation of Liability

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

- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.
- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel before entering into this agreement.

9 Intellectual property

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

10 General

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

SCHEDULE

THE GOODS – Specification and Description

01483 273955

**O/S The Four Elms P.H.
Smithwood Common
Cranleigh
GU6 8QP**

Signed by [] for and on behalf of

BRITISH TELECOMMUNICATIONS plc

Signature

.....

Position (director/company secretary/manager/attorney/agent).

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

.....

Signed by [] for and on behalf of

Signature

.....

Position (director/company secretary/manager/attorney/agent).

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