

George Dyson  
Town Clerk

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✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,  
Meridian Way,  
Peacehaven,  
East Sussex,  
BN10 8BB.

## Policy & Finance Committee

**Members on this Committee:** Cllr Alexander (Chair of Committee), Cllr Gallagher, Cllr Campbell, Cllr Sharkey, Cllr Davies (Vice-Chair of Committee), Cllr Gordon-Garrett, Cllr Veck (Vice-Chair of Council), Cllr Donovan (Chair of Council), Cllr Griffiths.

11<sup>th</sup> September 2024

Members of Peacehaven Town Council's **Policy & Finance Committee** are summoned to a meeting to be held in Community House on **Tuesday 17<sup>th</sup> September 2024 at 7.30 p.m.**

A handwritten signature in black ink, appearing to read "G Dyson", is written over a horizontal line.

**George Dyson, Town Clerk.**

### AGENDA

1. **PF1033** CHAIR'S ANNOUNCEMENTS.
2. **PF1034** PUBLIC QUESTIONS - *There will be a 15-minute period whereby members of the public may ask questions on any relevant POLICY & FINANCE matters.*
3. **PF1035** TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS.
4. **PF1036** TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS.
5. **PF1037** TO ADOPT THE COMMITTEE'S MINUTES OF 9<sup>TH</sup> JULY 2024
6. **PF1038** TO REVIEW THE FINANCIAL POSITION OF THE COUNCIL YEAR TO-DATE: -
  - a. Finance Officer's report.
  - b. Bank account & Bank Reconciliation statements (for signing).
  - c. Income & Expenditure report.
  - d. Balance Sheet.
  - e. CIL & S.106 report (income, expenditure & bids).
  - f. List of payments (for approval).
7. **PF1039** TO RECEIVE THE EXTERNAL AUDITORS REPORT
8. **PF1040** TO AGREE TO RECOMMEND REVISED FINANCIAL REGULATIONS TO FULL COUNCIL
9. **PF1041** TO DISCUSS ANY REVISIONS TO STANDING ORDERS
10. **PF1042** TO DISCUSS THE TERMS OF REFERENCE FOR A WORKING GROUP LOOKING AT A POTENTIAL MERGER WITH TELSCOMBE TOWN COUNCIL
11. **PF1043** TO NOTE THE T&CS FOR THE 2025 SUMMER FAIR
12. **PF1044** TO REVIEW THE MEMBERS ALLOWANCES POLICY
13. **PF1045** TO REVIEW AND ADOPT THE BEE KEEPING POLICY
14. **PF1046** TO REVIEW AND ADOPT THE TREE WORKS AND INSPECTION POLICY
15. **PF1047** TO ADOPT AN APPLYING FOR GRANTS POLICY
16. **PF1048** TO AGREE BRAND GUIDELINES FOR THE MAYOR OF PEACEHAVEN
17. **PF1049** TO DISCUSS THE FUNCTION OF THE COMMUNITY HOUSE SUB-COMMITTEE
18. **PF1050** TO AGREE THE SOURCE OF ADDITIONAL COSTS FOR CENTENARY PARK FENCING
19. **PF1051** TO ADOPT REVISED T&CS FOR HIRE OF THE DELL
20. **PF1052** TO ADOPT REVISED COMMERCIAL HEALTH AND FITNESS ACTIVITIES IN PARKS TERMS AND LICENCE APPLICATION FORM

**21. PF1053** TO ADOPT REVISED RULES AND REGULATIONS FOR MINI MARKETS HELD AT COMMUNITY HOUSE

**22. PF1054** DATE OF NEXT MEETING – TUESDAY 17<sup>TH</sup> SEPTEMBER 2024 AT 7.30PM.

**23. PF1055** TO RESOLVE TO EXCLUDE PRESS AND PUBLIC FROM THE FOLLOWING ITEMS

**NOTE:** *In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press are excluded from the rest of the meeting.*

**24. PF1056** AGED DEBT ANALYSIS

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**DRAFT Minutes of the meeting of the Policy & Finance Committee Meeting held in the Anzac Room, Community House on Tuesday 9<sup>th</sup> July 2024 at 7.30pm.**

**Present:** Cllr Alexander (Chair of Committee), Cllr Davies (Vice-Chair of Committee), Cllr Donovan (Chair of Council), Cllr Gallagher, Cllr Sharkey, Cllr Gordon-Garrett, Cllr Griffiths, Cllr Seabrook.

**Officers:** George Dyson (Town Clerk), Zoe Malone (Responsible Financial Officer).

No members of the public were in attendance.

**1. PF1014 CHAIRMAN'S ANNOUNCEMENTS**

The Chair opened the meeting at 19:30, welcomed everyone, ran through the building fire procedures, requested that phones be put onto silent, and informed the Committee that the meeting was being recorded, followed by highlighting the following upcoming events:

13<sup>th</sup> July – Towards Zero Carbon Fair

17<sup>th</sup> July – Bingo

19<sup>th</sup> July – Quiz

28<sup>th</sup> July – Mayor's Civic Service.

**2. PF1015 PUBLIC QUESTIONS**

There were no public questions.

**3. PF1016 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS**

Apologies were received from Cllr Campbell, with Cllr Seabrook Substituting. Apologies were also received from Cllr Veck.

**4. PF1017 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS**

There were no declarations of interest.

**5. PF1018 TO ADOPT THE COMMITTEE'S MINUTES OF 30<sup>TH</sup> APRIL 2024**

**Proposed By:** Cllr Gallagher

**Seconded By:** Cllr Sharkey

The minutes were **agreed** and **adopted**.

**6. PF1019 TO ELECT A COMMITTEE VICE-CHAIR**

It was proposed that Cllr Davies be Vice-Chair of the Committee.

**Proposed By:** Cllr Gallagher

**Seconded By:** Cllr Sharkey

It was proposed that Cllr Griffiths be Vice-Chair of the Committee.

**Proposed By:** Cllr Gordon-Garrett

**Seconded By:** Cllr Seabrook

5 members were in favour of Cllr Davies being Vice-Chair of Committee.  
3 members were in favour of Cllr Griffiths being Vice-Chair of Committee.

The Committee therefore **resolved** to **agree** by majority that Cllr Davies be Vice-Chair of the Committee.

**7. PF1020 TO RECEIVE THE MINUTES OF THE COMMUNITY HOUSE SUB-COMMITTEE MEETING OF 14<sup>TH</sup> MAY 2024**

**Proposed By:** Cllr Griffiths                      **Seconded By:** Cllr Davies  
The minutes were **agreed** and **adopted**.

**8. PF1021 TO NOTE THE DRAFT MINUTES OF THE COMMUNITY HOUSE SUB-COMMITTEE MEETING OF 27<sup>TH</sup> JUNE 2024**

The Committee **noted** the draft minutes.

**9. PF1022 TO REVIEW THE FINANCIAL POSITION OF THE COUNCIL YEAR TO-DATE: -**

**a. Finance Officer's report**

The RFO introduced the report and invited questions from the Committee.

Cllr Alexander queried a returned high-value payment. The RFO clarified that this was due to a signatory error on a cheque, and that the payment was later processed though BACS instead via 2 smaller transfers.

Cllr Gallagher asked about the benefit of moving to more BACS working rather than Cheques, the RFO clarified that some additional payee information is available.

Cllr Donovan questioned the use of Heyzine for the eNews. The Town Clerk explained that this was as per a decision of the Civic & Community Events Committee, and that there were no cheaper alternatives that we had been able to find, however, also clarified that the payment was an annual fee, not monthly.

Cllr Donovan also queried a transaction on the Civic & Community Events Income and Expenditure sheet, which the RFO will clarify by email later in the week.

**b. Bank account & Bank Reconciliation statements (for signing)**

**Proposed by:** Cllr Sharkey                      **Seconded by:** Cllr Davies  
The Committee **resolved** to **agree** to sign the bank reconciliation statements.

**c. Income & Expenditure report**

The Committee **noted** the report.

**d. Balance Sheet**

The Committee **noted** the balance sheet.

**e. CIL & S.106 report (income, expenditure & bids)**

The Committee **noted** the report.

**f. List of payments (for approval)**

**Proposed by:** Cllr Davies                      **Seconded by:** Cllr Donovan  
The Committee **resolved** to **approve** the list of payments.

## 10. PF1023 TO ADOPT A CCTV POLICY

The Clerk introduced the policy which the Committee discussed, and some amendments were suggested as follows:

- Change of the title to 'Community House CCTV Policy'
- Clarification on section 7 about where the guidance for necessary retention periods are

It was proposed that, subject to the above amendments, the policy be agreed and adopted.

**Proposed By:** Cllr Seabrook                      **Seconded By:** Cllr Donovan

The Committee **resolved to agree** to this proposal.

## 11. PF1024 TO ADOPT A OUTSIDE BODY REPRESENTATION POLICY

The Clerk introduced the item and briefly gave some background to the policy.

It was proposed that the Committee adopt the policy as read.

**Proposed By:** Cllr Gallagher                      **Seconded By:** Cllr Donovan

The Committee **resolved to agree** to this proposal.

## 12. PF1025 TO ADOPT A REVISED CO-OPTION POLICY

Cllr Sharkey asked for clarification on what the revisions to the policy were, the Clerk clarified that the only material change was to the process at the co-option meeting to reflect the process that has taken place at the last couple of co-option meetings.

It was proposed that the Committee adopt the policy as read.

**Proposed By:** Cllr Sharkey                      **Seconded By:** Cllr Gordon-Garrett

The Committee **resolved to agree** to this proposal.

## 13. PF1026 TO AGREE TO PROCEED WITH THE OVCA FUNDED PROJECT

Cllr Gallagher gave the Committee some background information on the item and explained that the forms seemed to be excessive for the project.

Cllr Griffiths explained that the forms are required by the National Lottery to release the funds.

The Committee discussed the proposal and the paperwork required to be completed, the Clerk also clarified that the Committee does not have delegated authority to agree that the deed of dedication be entered into, and that Full Council would have to agree this.

It was proposed that the Committee agrees to recommend to Council that the Clerk be authorised to sign and seal the deeds, subject to legal advice being obtained to the Councils satisfaction.

**Proposed By:** Cllr Griffiths                      **Seconded By:** Cllr Gordon-Garrett

The Committee **resolved to agree** to this proposal by a majority, with 5 in favour, 2 against, and 1 abstention.

The Clerk requested that any questions from Committee members be emailed by the end of the day on Thursday 11<sup>th</sup> July, and that any questions be finite and concise.

## 14. PF1027 TO DISCUSS SOURCE OF FUNDS FOR FENCING (FROM LA&E COMMITTEE)

Cllr Gallagher gave some background information to this item, emphasising that the work should be undertaken as soon as possible.

The RFO clarified options for where the funding could be sourced from.

It was proposed that the RFO finds out whether the money can be paid from the Big Park funds, and if this is not an option then it be paid for from CIL, subject to a limit of £3,092.35 as set out in the report.

**Proposed by:** Cllr Gallagher      **Seconded by:** Cllr Seabrook  
The Committee **resolved** to **agree** to this proposal.

#### **15. PF1028 TO AGREE THE CTLA SERVICE LEVEL AGREEMENT**

Cllr Donovan explained that she was not happy with the proposal to pay this SLA as the level of service from the CTLA does not seem to have come back to the level it was prior to COVID.

The RFO explained that in a recent SLA review meeting, the CTLA demonstrated how they are very much still supporting the people of Peacehaven, the Town Clerk also shared some statistics provided by the CTLA.

There was a brief discussion on the service provided.

It was proposed that the decision be deferred to Full Council, and that the CTLA be asked to provide some more statistics in preparation for this.

**Proposed by:** Cllr Davies      **Seconded by:** Cllr Donovan  
The Committee **resolved** to **agree** to this proposal.

#### **16. PF1029 TO AGREE TERMS OF REFERENCE AND SET UP A WORKING GROUP FOR THE COMMUNITY HOUSE 10-YEAR PLAN**

The Town Clerk introduced the item and gave the background, the RFO added details about Councillors expressions of interest for joining the working group.

The Committee discussed the Terms of Reference, and it was proposed that 3.2 be removed from the document.

**Proposed by:** Cllr Alexander      **Seconded by:** Cllr Donovan  
The Committee **resolved** to **agree** to this proposal.

Additionally, it was suggested that some additional revisions be made, including:

- 4.1b – remove 'and implementation.
- 7.2c – add disability

It was proposed to agree to the Terms of Reference and set up the Working Group, subject to the above amendments.

**Proposed by:** Cllr Seabrook      **Seconded by:** Cllr Donovan  
The Committee **resolved** to **agree** to this proposal.

Members of the Working Group to include Cllrs: Gallagher, Alexander, Campbell, and Griffiths, with Cllr Davies and Donovan available to substitute if necessary.

#### **17. PF1030 TO AGREE DISPOSAL OF AN ASSET - MOWER**

There was a brief discussion about where the money should be allocated.

It was proposed that the Committee agree to dispose of the asset, with the income being allocated into the vehicle reserve.

**Proposed by:** Cllr Davies      **Seconded by:** Cllr Donovan  
The Committee **resolved** to **agree** to this proposal.

**18. PF1031 DATE OF NEXT MEETING – TUESDAY 17<sup>TH</sup> SEPTEMBER 2024 AT 7.30PM.**

The Date of the next meeting was confirmed as 17<sup>th</sup> September 2024 at 7.30pm.

**19. PF1032 TO RESOLVE TO EXCLUDE PRESS AND PUBLIC FROM THE FOLLOWING ITEMS**

**Proposed by:** Cllr Sharkey

**Seconded by:** Cllr Griffiths

The Committee **resolved** to exclude press and public from the following items.

**CONFIDENTIAL**

*In accordance with Standing Order 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the business to be transacted, the public and press are excluded from the discussion of the following items:-*

**20. PF1033 AGED DEBT ANALYSIS.**

The Committee **noted** the aged debt analysis.

*There being no further business the meeting ended at 20:57*

<b>Agenda Item:</b>	PF1038
<b>Committee:</b>	Policy and Finance
<b>Date:</b>	17 <sup>th</sup> September 2024
<b>Title:</b>	Financial position of the council year to date
<b>Report Author:</b>	Responsible Financial Officer
<b>Purpose of Report:</b>	To note the council's financial position year to date and agree any additional financial information required for future committee meetings

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### **Summary of recommended actions**

1. To **note** the contents of the report and attached financial information
2. To **sign** the bank reconciliation and original bank statement

### **Introduction**

The attached reports summarise the council's overall financial position as at the end of month 5 (August 2024) An explanation of each report is included in the analysis below, along with comments regarding the council's position.

### **Analysis**

#### **Barclays Bank account summary**

This document summarises the balances of the council's three bank accounts as at 31 August 2024 In addition, full statements of each account are provided to the council offices which are used to perform the monthly bank reconciliations (see below for more information on bank reconciliations).

It is worth noting that although there is protection provided by the Financial Services Compensation Scheme (FSCS), Peacehaven Town Council does not meet the criteria to qualify as the annual income of the council exceeds the €500,000 threshold.

#### **Bank reconciliation statements – cashbooks 1 & 2**

The bank reconciliation statements are used to verify the accounting entries processed through the council's accounting system to the entries appearing on the bank statement. This process is completed on a monthly basis and forms an important part of the internal checks.

As the revised Financial Regulations have now been adopted by council, FR 2.2 outlines the requirement for the bank reconciliations to be verified by a councillor (other than the Mayor or bank signatory) and recorded in the minutes of the meeting. – **Action 2 above**

The council operates two separate cashbooks. Cashbook 1 is used on a daily basis and all of the income and expenditure of the council is processed through this cashbook. Cashbook 1 is made up of the collective balances of two bank accounts – the Business Current Account and Active Saver.

The reconciliation statement explains why the balances held on the bank accounts do not match the amounts entered onto the accounting system. This will be for a combination of two reasons – (1) there are cheques or other payments entered onto our accounting system which have not yet debited the bank account (shown as **Unrepresented Cheques (Minus)**) on the bank reconciliation statement and (2) receipts entered into our accounting system which do not yet appear on the bank statement (shown as **Receipts not Banked/Cleared (Plus)**).



As councillors are aware, any receipts received at the council offices, either cash or cheque, are collected by G4S on a fortnightly basis. This means that it takes two working days for the entries to appear on the bank statement.

The key information to verify on the bank reconciliation statements are (1) the balances entered at the top (shown as **Bank Statement Account Name**) match the bank balances from the bank statement and (2) the final figure on the reconciliation statement (shown as **Difference is**) equals zero. This confirms that the bank account has successfully reconciled.

Cashbook 2 is used for the Business Premium Account. This account is used to hold funds not instantly needed by the council, and other than transfers to/from one of the other accounts, has no income or expenditure other than interest, which is received on a quarterly basis. The reconciliation statement therefore is unlikely to ever have any outstanding entries and should always match the bank balance.

### **Detailed income and expenditure**

This report details the council's position in regard to its income and expenditure to date compared to the agreed budget.

The income and expenditure are processed and assigned to **nominal codes** (the four digit number on the left hand side of the report, i.e. 4001 Salaries, 4002 Employer NI Contributions, etc.) and **cost centres** (the three digit underlined numbers in red, i.e. 100 General Administration, 110 Civic Events, etc.).

It is worth noting that all expenditure nominal codes start with a 4, all income nominal codes start with a 1.

The information in the columns is as follow:

- **Actual year to date** – the total amount spent so far this financial year for that particular nominal code
- **Current Annual Bud** – the agreed budget for the entire financial year for that particular nominal code
- **Variance Annual Total** – The amount of the budget remaining available to use for the remainder of the current financial year. For expenditure nominal codes (those starting with a 4), a negative figures means the council has already spent more than the budget for the entire financial year. For income nominal codes (those starting with a 1), a positive figure means the council has already received more income than it budgeted to receive for the entire financial year.
- **Committed expenditure** – not currently used by this council
- **Funds available** – the amount of money remaining available to spend during the remainder of the financial year.
- **% of budget** – the percentage of the total budget spent so far in the financial year. It is worth noting that while some nominal codes are spent relatively evenly throughout the year, others are not and may be paid in one single instalment (i.e. insurance, election costs, etc.) or in two equal instalments (i.e. the precept, some of the rates for the council's buildings, etc.).

At the foot of the report, the council's income and expenditure overall position is summarised. This shows that 46.4.% of the budgeted expenditure has been spent so far, and 108.0% of the budgeted income has been received as at the end of month 5 (August 2024)

### Detailed balance sheet

The balance sheet shows the councils current position in respect of its **assets** (money the council has and/or is owed to it) and **liabilities** (money the council owes to others) and how those funds are allocated within the councils accounts (shown as *Represented By*).

It should be noted that the balance sheet is generated from the accounting system, and therefore the bank balances detailed within the assets will not match the bank statements due to the reconciliation differences.

The *Represented By* section of the balance sheet contains the balances of the general and earmarked reserves, along with a balance shown as Current Year Fund. The Current Year Fund represents the amount remaining available to spend within this year's budget as at the date of the report, and will correspond to the **Net Expenditure over Income** figure shown at the bottom of the Detailed Income and Expenditure report.

At the financial year end on 31 March 2025, any remaining balance on the Current Year Fund will go into the council's general reserve (unless the council resolves to place some or all of it to an earmarked reserve). If the year-end figure is negative, the balance will be taken out of the council's general reserve.

Thus, the Current Year Fund can be viewed effectively as a profit/loss for the year against budget.

### Implications

The Town Council has a duty to consider the following implications:

<b><u>Financial</u></b>	The council has a fiduciary responsibility to the local taxpayers and a duty to keep under review its overall financial position in regard to performance against budget and retaining adequate financial reserves to support its services and functions.
<b><u>Legal</u></b>	There are no direct legal impacts.
<b><u>Environmental and sustainability</u></b>	There are no direct environmental or sustainability impacts.
<b><u>Crime and disorder</u></b>	There are no direct crime and disorder impacts.

### Appendices/Background papers

- Barclays Bank account summary balances July & August 2024
- Bank reconciliation statement for cashbook 1 – July & August 2024
- Bank reconciliation statement for cashbook 2 – July & August 2024
- Credit Card reconciliation statement – June 2024
- Detailed income and expenditure month 5 (August 2024)
- Detailed balance sheet month 5 (August 2024)

Today: 10 Sep 2024



MRS ZOE LEIGH MALONE

## Transactions

**Peace Sweep**

**20-49-76 30701211**

Available balance	<b>£1,373,994.99</b>
Last night's balance	£1,375,373.14
Overdraft limit	n/a

Showing 2 transactions between **31/07/2024** and **01/08/2024** from 31/07/2024 to 01/08/2024

Date	Description	Money in	Money out	Balance
01/08/2024	Transfer TRANSFER 10701173 TRANSFER 10701173		-£566.10	£939,741.09
31/07/2024	Transfer TRANSFER 10701173 TRANSFER 10701173		-£8,689.09	£940,307.19

### Need to view older transactions?

If you have registered for online statements, then follow the link to view them  
If you don't have online statements, then statements may still be visible in Barclays Cloud It  
If you can't find the relevant statement/transactions online, you can order a copy statement

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**Bank Reconciliation Statement as at 31/07/2024  
for Cashbook 1 - Current Bank A/c**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Saver Account	31/07/2024		940,307.19
Current Account	31/07/2024		50,000.00
			<hr/> 990,307.19
<b><u>Unpresented Payments (Minus)</u></b>			<b><u>Amount</u></b>
31/05/2024 205630	TELSCOMBE CLIFF SCHOOL	100.00	
			<hr/> 100.00
			990,207.19
<b><u>Unpresented Receipts (Plus)</u></b>			
		0.00	
			<hr/> 0.00
			990,207.19
		<b>Balance per Cash Book is :-</b>	<b>990,207.19</b>
		<b>Difference is :-</b>	<b>0.00</b>

**Signatory 1:**

Name .....Signed .....Date .....

**Signatory 2:**

Name .....Signed .....Date .....

**Bank Reconciliation Statement as at 31/07/2024  
for Cashbook 2 - Reserve Account**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Business Premium Account	31/07/2024		593.32
			<hr/> 593.32
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<hr/> 0.00
			593.32
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<hr/> 0.00
			593.32
		<b>Balance per Cash Book is :-</b>	<b>593.32</b>
		<b>Difference is :-</b>	<b>0.00</b>

**Signatory 1:**

Name .....Signed .....Date .....

**Signatory 2:**

Name .....Signed .....Date .....

THE OFFICIALS  
PEACEHAVEN TOWN COUNCIL  
MERIDIAN CENTRE  
MERIDIAN WAY  
PEACEHAVEN  
EAST SUSSEX  
BN10 8BB

## Your Business accounts – at a glance

### Up-to-date account information

To get your current balances or find out about other accounts you have that aren't listed here, log on to online banking (if you're registered), or call us on 0345 605 2345 .

## Your balances on 30 August 2024

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### Business Current Accounts

Business Current Account Statement	£50,000.00
.....	
Sort Code 20-49-76 • Account No 10701173	

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### Business Savings Accounts

Business Premium Account	£1,370,231.49
.....	
Sort Code 20-49-76 • Account No 30701211	
Business Premium Account	£593.32
.....	
Sort Code 20-49-76 • Account No 83521656	







[This is the end of your account summary.](#)

THE OFFICIALS  
 PEACEHAVEN TOWN COUNCIL  
 MERIDIAN CENTRE  
 MERIDIAN WAY  
 PEACEHAVEN  
 EAST SUSSEX  
 BN10 8BB

## Your Business Current Account

## At a glance








### 24 - 30 Aug 2024

Date	Description	Money out £	Money in £	Balance £
24 Aug	Start Balance			50,000.00
27 Aug	<b>DD</b> Direct Debit to Fuel Card Services Ref: Ffb017243	32.52		49,967.48
	<b>Giro</b> Transfer to Account 30701211	42.03		49,925.45
	<b>Giro</b> Direct Credit From Sumup Payments Acc Ref: McA Pid680063		26.55	49,952.00
	 Direct Credit From Bait Bucket Ltd F Ref: Bait Bucket		48.00	50,000.00
28 Aug	<b>DD</b> Direct Debit to Focus Group Ref: FH4342	162.13		49,837.87
	<b>Giro</b> Transfer From Account 30701211		162.13	50,000.00
29 Aug	<b>DD</b> Direct Debit to Totalenergies G&P Ref: 1221874	149.64		49,850.36
	<b>Giro</b> Transfer From Account 30701211		149.64	50,000.00
30 Aug	 On-Line Banking Bill Payment to Cullen Vehicle Ser Ref: 109334	11.99		49,988.01
	 On-Line Banking Bill Payment to Screwfix Direct LI Ref: 1524747181	21.95		49,966.06
	 On-Line Banking Bill Payment to Amp Services Ref: 771591	69.69		49,896.37
	 On-Line Banking Bill Payment to Edf Energy Custome Ref: 8419119850	86.37		49,810.00
	 On-Line Banking Bill Payment to C Brewers + Sons L Ref: Peac021	274.77		49,535.23

Start balance	£50,000.00
Money out	£8,439.50
▶ Commission charges	£0.00
▶ Interest paid	£0.00
Money in	£8,439.50
End balance	£50,000.00

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

Continued

Date	Description	Money out £	Money in £	Balance £
<b>Balance brought forward from previous page</b>				49,535.23
30 Aug	 On-Line Banking Bill Payment to Siemens Financial Ref: 001/24/1745511	281.83		49,253.40
	 On-Line Banking Bill Payment to Greenacre Recyclin Ref: 072296	348.00		48,905.40
	 On-Line Banking Bill Payment to Chroma Vision Limi Ref: 801986	564.00		48,341.40
	 On-Line Banking Bill Payment to City Electrical FA Ref: Bre/600708	618.72		47,722.68
	 On-Line Banking Bill Payment to Consult Group Limi Ref: Inv-0148	1,319.75		46,402.93
	 On-Line Banking Bill Payment to Vitax Limited Ref: 0000002341	1,937.70		44,465.23
	 On-Line Banking Bill Payment to Travis Perkins Ref: 119431	2,518.41		41,946.82
	<b>Giro</b> Transfer From Account 30701211		8,053.18	50,000.00
30 Aug	<b>Balance carried forward</b>			50,000.00
	<b>Total Payments/Receipts</b>	<b>8,439.50</b>	<b>8,439.50</b>	

**Anything wrong?** If you notice any incorrect or unusual transactions, see the next page for how to get in touch with us.

**Bank of England Base Rate Information**

Rate effective from 01 Aug 2024 was 5.000%



## Dispute resolution

**If you have a problem with your agreement, please try to resolve it with us in the first instance. If you are not happy with the way in which we handled your complaint or the result, you may be able to complain to the Financial Ombudsman Service. If you do not take up your problem with us first you will not be entitled to complain to the Ombudsman. We can provide details of how to contact the Ombudsman.**

## Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and businesses – are covered by the scheme.

We will issue the FSCS information sheet and exclusions list which set out in detail what is, and is not, covered by the FSCS, once a calendar year usually with your account statement.

For further information about the compensation provided by the FSCS, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk).

## Important information about going overdrawn without an agreed overdraft limit or exceeding your agreed overdraft limit

An unarranged overdraft rate of 29.5% will apply if there is not enough money in your account(s) to make a payment and so cause an unarranged overdraft on your account(s).

### What is an unarranged overdraft?

An unarranged overdraft occurs where either:

- you go overdrawn on your account without agreeing an overdraft with us first; or
  - you exceed your agreed overdraft limit.
- c) not every Barclays product will allow you to go overdrawn or exceed your agreed overdraft limit. Please check your terms and conditions for more information.

If you try to make any payment from your account and you don't have the funds available, or if we have reasonable grounds to believe that you won't have sufficient funds on the date that the payment will be made from your account, we will treat this as a request to make, or extend, the use of our unarranged overdraft facilities. It's within our discretion to process the payment or return it unpaid.

### What can you do to help avoid or limit an unarranged overdraft?

**Get In Touch.** If you become aware in advance that payments may take your account into an unarranged overdraft, please contact us as early as possible so that we can discuss the ways we could help. This will maximise the chances of us being able to:

- understand any changes in your business and explore the options available;
- consider options for authorised borrowing facilities;
- facilitate payments being made;
- limit the costs associated with unarranged borrowing;
- address any concerns that you may have.

**Register for Text Alerts.** Business banking customers can register for our 'Near Limit' Text Alert which is designed to help you avoid going overdrawn (if you don't have an agreed overdraft limit), or exceeding your agreed overdraft limit, by notifying you when your balance falls below a figure you specify. Once you have signed up for this Text Alert, if your account goes into an unarranged overdraft, we'll send you a Text Alert the following working day (Monday – Friday) to let you know. By acting on this information you have the opportunity to clear your unarranged overdraft.

You can register for Text Alerts through Online Banking, in any of our branches or over the phone. Visit [barclays.co.uk/business-banking/ways-to-bank/mobile-banking](http://barclays.co.uk/business-banking/ways-to-bank/mobile-banking) for more information. Terms and conditions apply.

**Go online for more support.** For useful tips to keep on top of your cashflow, helpful downloadable tools, and a simple guide to borrowing, visit [barclays.co.uk/business-banking/borrow](http://barclays.co.uk/business-banking/borrow). For details relating to unarranged borrowing, please refer to your banking services tariff guide.

- For Business Banking customers, this can be found online at <https://www.barclays.co.uk/business-banking/accounts/rates-and-charges>

Any reference to Bank of England Base Rate or Barclays Base Rate is the same rate. In the event that either of these rates is less than zero, the rate will be shown as zero on your statement. This does not affect our rights and obligations under our terms and conditions. If you require further information on the calculation of your interest rate, please contact us.

## Interest

Interest is calculated daily on the cleared balance of your account at the close of business. We'll let you know if interest is calculated on the statement balance rather than the cleared balance. The cleared balance includes only credits and debits that have cleared. Ask your branch or Barclays Business Team for details of clearance times and the dates when we pay or charge interest. The rates of interest shown are current at the time of printing this statement and may have changed during the period of the statement.

In accordance with UK tax legislation, from 6 April 2016 interest is paid gross. For UK resident individuals (including sole traders or partnerships), if you are a UK taxpayer you may have to pay tax on interest earned in excess of your Personal Savings Allowance. For information and guidance please refer to HMRC's website.

The management of your tax affairs is your responsibility, including making any required declarations to the relevant tax authority(ies), where you are tax resident. If the statement shows that we have applied interest to your account, we'll give you on request details of the rate(s) of interest used and a clear explanation of how the interest was calculated. Details of Barclays interest rates for business customers are available at [barclays.co.uk/business-banking](http://barclays.co.uk/business-banking).

Any reference to Bank of England Base Rate or Barclays Base Rate is the same rate. In the event that either of these rates is less than zero, the rate will be shown as zero on your statement. This does not affect our rights and obligations under our terms and conditions. If you require further information on the calculation of your interest rate, please contact us.

## Online

**barclays.co.uk**

## On the phone

**0345-717-1819**

**Talk to an advisor 7am - 11pm or use our 24-hour automated service**

## Write to us

**Barclays,  
Leicester  
LE87 2BB**

## Your branch

**LEICESTER,  
LE87 2BB**

## Lost and stolen cards

**01604 230 230**

**– 24 hours**

**Tell us straight away if:**

- you do not receive a Barclays card you were expecting
- any of your cards are lost, stolen, or damaged
- you think someone else may know your PIN.

Call charges will apply (please check with your service provider). We may monitor or record calls for quality, security, and training

## Follow us



[www.facebook.com/  
barclaysbusinessuk](http://www.facebook.com/barclaysbusinessuk)



[www.twitter.com/  
barclaysbizchat](http://www.twitter.com/barclaysbizchat)



[youtube.com/  
BarclaysUK](http://youtube.com/BarclaysUK)



[www.linkedin.com/  
Barclays Business  
Banking](http://www.linkedin.com/BarclaysBusinessBanking)

### Using your debit card in the UK and abroad

We will charge you a 2.75% Non-Sterling Transaction Fee when making purchases, making a cash withdrawal, or when being refunded. This fee also applies whenever you do not pay in sterling, for example shopping online at a non-UK website.

As we explain in our customer terms, we calculate our exchange rate using the reference exchange rate for the Visa card scheme. In most circumstances, Visa converts transactions into sterling using the Visa Exchange Rate on the day the transaction is authorised. However for a small number of transactions the conversion may happen on the day the transaction is processed. As this may be a day or two later, the exchange rate may be different on that day. You'll find a comparison of our exchange rate for certain currencies as a mark-up against the rate published by the European Central Bank in the Barclays App or at the following website:

<https://www.barclays.co.uk/travel/using-debit-card-abroad/> This is updated twice a day. This may help you to decide whether you want to accept the conversion rate offered by the retailer or ATM provider or accept our rate.

### International Bank Account Number (IBAN) and Bank Identification Code (SWIFTBIC)

Your IBAN and SWIFTBIC are shown on the front of your statement. By using them you could reduce charges when receiving international payments in euros. Find out more at: [business.barclays.co.uk/bb/ibanInformation](https://business.barclays.co.uk/bb/ibanInformation).

### Getting information from Barclays

We send information to Business banking customers with their statements about relevant new offers and products. If you don't get these messages and you'd like to, or if you do and you'd rather you didn't, just call us, or come into a branch. And if you change your mind at any time, just get in touch.

You can get this in Braille, large print or audio by calling 0800 400 100 (via Text Relay if appropriate)

Barclays Bank UK PLC. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676).

Registered in England. Registered No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP.

\*To maintain a quality service, we may monitor and record phone calls. Calls to 03 numbers are charged at the same rate as calls to 01 and 02 landlines, and will count towards any inclusive minutes you may have covering calls to landline numbers. Call charges may differ, please check with your local provider.

**Bank Reconciliation Statement as at 30/08/2024  
for Cashbook 1 - Current Bank A/c**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Saver Account	30/08/2024		1,370,231.49
Current Account	30/08/2024		50,000.00
			<u>1,420,231.49</u>
<b><u>Unpresented Payments (Minus)</u></b>			<b><u>Amount</u></b>
31/05/2024	205630	TELSCOMBE CLIFF SCHOOL	100.00
15/08/2024	121123	LUCY FORD	50.00
15/08/2024	121124	S GRAVENOR	50.00
			<u>200.00</u>
			1,420,031.49
<b><u>Unpresented Receipts (Plus)</u></b>			
26/07/2024			21.00
16/08/2024			50.00
19/08/2024			90.60
19/08/2024			14.04
20/08/2024			42.00
20/08/2024			167.63
23/08/2024			20.00
23/08/2024			50.00
27/08/2024			16.80
27/08/2024			69.88
27/08/2024			9.60
30/08/2024			249.95
			<u>801.50</u>
			1,420,832.99
		<b>Balance per Cash Book is :-</b>	<b>1,420,832.99</b>
		<b>Difference is :-</b>	<b>0.00</b>

**Signatory 1:**

Name .....Signed .....Date .....

**Signatory 2:**

Name .....Signed .....Date .....

**Bank Reconciliation Statement as at 30/08/2024  
for Cashbook 2 - Reserve Account**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Business Premium Account	30/08/2024		593.32
			<hr/> 593.32
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<hr/> 0.00
			593.32
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<hr/> 0.00
			593.32
		<b>Balance per Cash Book is :-</b>	<b>593.32</b>
		<b>Difference is :-</b>	<b>0.00</b>

**Signatory 1:**

Name .....Signed .....Date .....

**Signatory 2:**

Name .....Signed .....Date .....

Bank Reconciliation Statement as at 31/08/2024  
for Cashbook 5 - Credit Card A/c

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Z Malone CC	31/08/2024		-184.90
G Dyson CC	31/08/2024		-646.27
			<u>-831.17</u>
<u>Unpresented Payments (Minus)</u>	<u>Amount</u>		
	0.00		0.00
<u>Unpresented Receipts (Plus)</u>			<u>-831.17</u>
22/08/2024 CC JUL	831.17		<u>831.17</u>
			0.00
			<b>0.00</b>
			<b>0.00</b>

Balance per Cash Book is :-

Difference is :-

Signatory 1:

Name ..... Signed ..... Date .....

Signatory 2:

Name ..... Signed ..... Date .....



STATEMENT FOR Z MALONE

Company reference: 5476760307525801  
Card number: 5476760915581121  
Statement date: 28 July 2024  
Page number: 4 of 4  
Monthly spend limit: £1,000.00

BARCLAYCARD COMMERCIAL  
PO BOX 4000  
SAFFRON ROAD  
WIGSTON, LE18 9EN

Tel: 0800 008 008  
Outside UK: +44 1604 269452  
Fax: 0300 020 0184  
Online: www.barclaycard.co.uk/commercial



Date	Description	Amount
4 Jul 2024	SumUp *Sussex Communi Newhaven GBR <sup>(*)</sup>	5.00
050785230744	CHARITABLE AND SOCIAL SERVICE ORGANIZATIONS	
17 Jul 2024	ROTTINGDEAN FRAMES/GAL BRIGHTON GBR <sup>(*)</sup>	50.00
180705272474	ARTIST SUPPLY STORES, CRAFT SHOPS	
24 Jul 2024	Canva* 04221-46548978 Sydney AUS	129.90
240712301994	COMMERCIAL PHOTOGRAPHY, ART, AND GRAPHICS	
<b>3 new purchases / cash advances.</b>		<b>£184.90</b>
<b>Total of spending.</b>		

# Deposit Summary

05/07/2024

Summary of Deposits to Sussex Community Development on 27/06/2024

CHEQUE NO.	PMT METHOD	RECEIVED FROM	MEMO	VAT	AMOUNT
	VISA	Donation	from Peacehaven Town Hall 27-06-2024 12:08 TCKE6KSZTT	NB (Sales)	5.00
				DEPOSIT SUBTOTAL	5.00
				INCLUDES VAT TOTAL	0.00
				LESS CASH BACK	
				DEPOSIT TOTAL	5.00

**ROTTINGDEAN  
FRAMES & GALLERY**

10 Marine Drive, Rottingdean  
East Sussex, BN2 7HQ Tel: 01273 303287  
**Picture Framing - Sale of Prints**

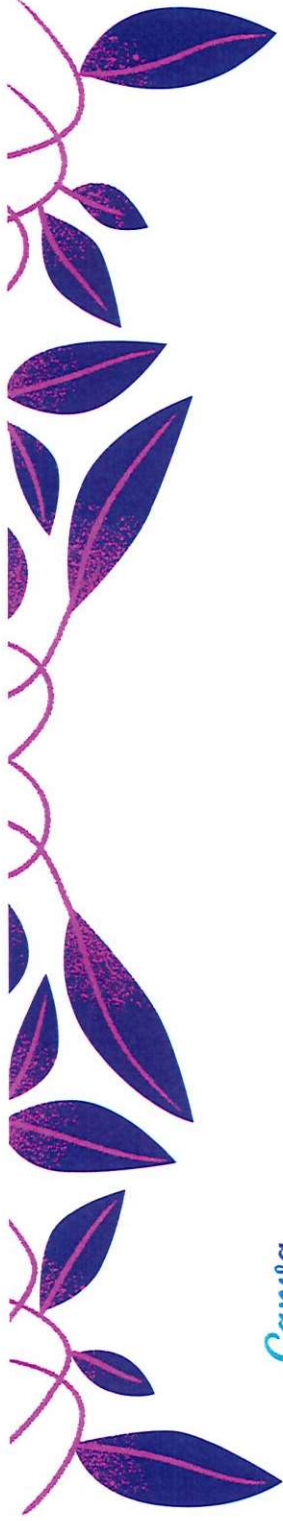
**INVOICE 2255**

Name: JOCKY CAIR  
Address: PEACENAVEN TOWN  
COUNCIL  
Tel: 07515108818  
Date: 4

VICTORIA - ONIS @ PEACENAVEN TOWN  
~~COUNCIL~~

Description	Frame	Mount	Price
640 x 515 outside size P	614/gsp 172/54 or wider.	301	50--





## Tax Invoice

Invoice Date 23 July 2024  
Invoice no. 04221-46548978

To  
Peacehaven Council  
peacehavenc@gmail.com  
Peacehaven Town Council

Subscriptions  
Canva Pro £129.90  
iAGLxuy0OLO  
23 July 2024

---

Paid with MasterCard **** 3988	Total
Your payment may be processed internationally. Additional bank fees may apply.	Includes tax
	Total charged
	£129.90
	£21.65
	£129.90

Please retain for your records.  
Canva Pty. Ltd. ABN 80 158 929 938, VAT EU372042198  
110 Kippax St. Surry Hills NSW 2010 Australia  
Copyright © 2024 Canva Pty. Ltd.. All rights reserved.



STATEMENT FOR G DYSON

Company reference: 5476760307525801  
 Card number: 5476760490508309  
 Statement date: 28 July 2024  
 Page number: 3 of 4  
 Monthly spend limit: £1,000.00

BARCLAYCARD COMMERCIAL  
 PO BOX 4000  
 SAFFRON ROAD  
 WIGSTON, LE18 9EN  
 Tel: 0800 008 008  
 Outside UK: +44 1604 269452  
 Fax: 0300 020 0184  
 Online: www.barclaycard.co.uk/commercial

Date	Description	Amount
2 Jul 2024	AMAZON* 204-5304359-77 LONDON LND	11.99
030785383904	MISCELLANEOUS GENERAL MERCHANDISE STORES	
10 Jul 2024	Adobe Saggart, DublIRL	238.75
110715265674	DIGITAL GOODS - APPLICATIONS (EXLDG GAME	
11 Jul 2024	Vistaprint Venlo NLD	45.00
120715265674	BUSINESS SERVICES NOT ELSEWHERE CLASSIFIED	
16 Jul 2024	SP EASY CONTROL GEAR BALDOCK LND	100.10
170785383904	COMPUTER SOFTWARE STORES	
16 Jul 2024	HSQELTD CHELMSFORD GBR	32.40
170755184224	SCHOOLS AND EDUCATIONAL SERVICES NOT ELSEWHERE CLASSIFIED	
16 Jul 2024	HIGHFIELD-GROUP DONCASTER LND	30.00
170785383904	SCHOOLS AND EDUCATIONAL SERVICES NOT ELSEWHERE CLASSIFIED	
24 Jul 2024	BOOKER LTD - 38537454 WELLINGBOROUGHGBR	188.03
250705272464	GROCERY STORES, SUPERMARKETS	
<b>7 new purchases / cash advances.</b>		<b>£646.27</b>
<b>Total of spending.</b>		<b>£646.27</b>

# Invoice

<b>Paid</b>	
Payment reference ID	W6EYWSDRRraw0NMmc2RS6
Sold by zhengzhouyimuyoupinxumukejijyouxiangongsi	
Invoice date / Delivery date	02.07.2024
Invoice #	DS-ASE-INV-GB-2024-292647360
Total payable	£11.99

VAT declared by	Amazon Services Europe S.a.r.L.
VAT #	GB190023639

GEORGE DYSON  
56, WESTVIEW CLOSE  
PEACEHAVEN, BN10 8GA  
GB

For customer support visit [www.amazon.co.uk/contact-us](http://www.amazon.co.uk/contact-us)

Billing address	Delivery address	Sold by
George Dyson 56, WESTVIEW CLOSE PEACEHAVEN, BN10 8GA GB	Andy Picton PEACEHAVEN TOWN COUNCIL COMMUNITY HOUSE, MERIDIAN CENTRE PEACEHAVEN, BN10 8BB GB	zhengzhouyimuyoupinxumukejijyouxiangongsi huijiqhuayuantankouzhenlingzhuang202hao zhengzhou, 450044 CN

## Order information

Order date 02.07.2024  
Order # 206-1718320-9569151

## Invoice details

Description	Qty	Unit price (excl. VAT)	VAT rate	Unit price (incl. VAT)	Item subtotal (incl. VAT)
Lucky Farm 2 Pack 1/2" Original Float Valve for Stainless Steel Automatic Waterer Bowl Horse Cattle Goat Sheep Pig Dog Water Trough   B0878RFTQK ASIN: B0878RFTQK	1	£9.99	20%	£11.99	£11.99
Shipping Charges		£0.00		£0.00	£0.00
<b>Invoice total</b>					<b>£11.99</b>
		VAT rate	Item subtotal	VAT subtotal	



Adobe Systems Software Ireland Ltd  
 4-6 Riverwalk  
 Citywest Business Park  
 Dublin 24  
 Ireland  
 VAT No: GB779019395

ORIGINAL

Invoice Information

Invoice Number: IEN2024035827572  
 Invoice Date: 10-JUL-2024  
 Payment Terms: Credit Card  
 Purchase Order: AE02673704203CGB  
 Order Number: 7166002933  
 Customer Number: 1266367043  
 Currency: GBP

Bill To

George Dyson  
 BN10 8GA  
 GREAT BRITAIN

INVOICE

Item Details

Service Term: 10-JUL-2024 to 09-JUL-2025

PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	NET AMOUNT	TAX RATE	TAXES	TOTAL
30000055	Acrobat Pro	1	EA	198.96	198.96	20.00%	39.79	238.75

Invoice Total

NET AMOUNT (GBP) 198.96  
 TAXES (SEE DETAILS FOR RATES) 39.79  
 VAT

GRAND TOTAL (GBP) 238.75

Comments:


<http://www.adobe.com/support/service/>  
 VAT

Thank you for  
your order! 

Updates will be sent to [townclerk@peacehaventowncouncil.gov.uk](mailto:townclerk@peacehaventowncouncil.gov.uk). For real-time updates visit [order history](#).

Order date: 11th July 2024

Order #: VP\_59MP5GOK

<b>Delivery method</b>	<b>Delivery address</b>	<b>Billing address</b>	<b>Payment method</b>
Economy Estimated arrival 25th Jul	George Dyson Peacehaven Town Council Community House Meridian Centre Peacehaven, BN10 8BB United Kingdom 01273 585493	George Dyson Peacehaven Town Council Community House Meridian Centre Peacehaven, BN10 8BB United Kingdom 01273 585493	 <b>Mastercard</b> **** 8309
			£45.00

## Items

**Self-Inking Stamps**  
**In progress**  
Expected delivery: 25th Jul  
Quantity: 1



Selected options

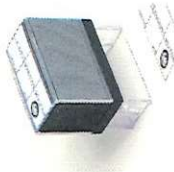
Item total

£18.75  
Excluding £3.75 VAT

## Order summary

Product total £37.50  
Savings -£0.00  
Shipping: Economy **FREE**  
VAT (20%) £7.50  
**Total** £45.00

**Self-Inking Stamps**  
**In progress**  
Expected delivery: 25th Jul  
Quantity: 1





**Easy Control Gear**  
 Unit 4 Ashville Trading Estate / Baldock ENG SG7 6NN /  
 United Kingdom  
 01462 490 066  
 info@easy-controlgear.com  
 www.easy-controlgear.com

# INVOICE

**ORDER NO**  
 ECG-212955-02



**ORDER DATE**  
 2024-07-16 14:31:17

## SHIP TO

George Dyson  
 townclerk@peacehaventown  
 council.gov.uk  
 Peacehaven Town Council  
 Community House  
 Greenwich Way  
 Peacehaven  
 England  
 BN10 8BB  
 United Kingdom  
 07749491877

## BILL TO

George Dyson  
 townclerk@peacehaventown  
 council.gov.uk  
 Peacehaven Town Council  
 Community House  
 Greenwich Way  
 Peacehaven  
 England  
 BN10 8BB  
 United Kingdom  
 07749491877

ITEM	SKU	QTTY	VAT	UNIT PRICE	TOTAL
 HF-RI TD 2 28/35/49/54 TL5 E+ 195-240V 913700695866 Dali Dimmable	hfrtd2285415- ph	2	20%	£ 48.95	£ 97.90
 05135 Plastic BC Lampholder 1/2" Switched T2 100W	LF-05135	1	20%	£ 2.20	£ 2.20
<b>SUB TOTAL:</b>				£ 100.10	
<b>SHIPPING :</b>				£ 0.00	

[townclerk@peacehaventowncouncil.gov.uk](mailto:townclerk@peacehaventowncouncil.gov.uk)

**From:** Vital Skills <no-reply@myvitalskills.co.uk>  
**Sent:** 16 July 2024 13:27  
**To:** [townclerk@peacehaventowncouncil.gov.uk](mailto:townclerk@peacehaventowncouncil.gov.uk)  
**Subject:** HSQE Confirmation Email for order ref: #453640



## Invoice receipt for order #453640

HSQE Ltd Elrose, Mayes Lane, Sandon, Chelmsford, Essex, CM2 7RP  
VAT number: 820593536  
E: [support@hsqe.co.uk](mailto:support@hsqe.co.uk) T: 0333 733 1111  
W: [hsqe.co.uk](http://hsqe.co.uk) W: [vitalskills.co.uk](http://vitalskills.co.uk)

### Billing Address

George Dyson  
Peacehaven Town Council  
Peacehaven Town Council  
Meridian Way  
Peacehaven  
East Sussex  
BN10 8BB  
[07749491877](tel:07749491877)  
Coordinator Email Address:  
[townclerk@peacehaventowncouncil.gov.uk](mailto:townclerk@peacehaventowncouncil.gov.uk)

### Invoice Details

Invoice Number:  
#453640  
Invoice Date: 16-07-  
2024  
Invoice Status: Paid

## Highfield ELearning Limited

Unit 15, Highfield Place, Shaw Wood Business  
Park, Shaw Wood Way  
Wheatley Hills, Doncaster, South Yorkshire, DN2  
5TB  
VAT Reg No. GB 998943626

Tel: 01302 363277  
Fax:

[accounts@highfieldlearning.com](mailto:accounts@highfieldlearning.com)  
[www.highfieldlearning.com](http://www.highfieldlearning.com)

George Dyson  
Peacehaven Town Council  
Community House  
Peacehaven  
BN10 8BB



## Invoice

Invoice Number 0003042854  
Invoice Date 16/07/2024  
Customer Ref 39809  
Account Ref GDYSON  
Cust. VAT Number  
Cust. EORI Number  
Order Number 0004043004

Details	Quantity	Net Amount £	VAT £
L2 Award in Customer Service E-Learning ONLINE	1.00	25.00	5.00



**[townclerk@peacehaventowncouncil.gov.uk](mailto:townclerk@peacehaventowncouncil.gov.uk)**

---

**From:** info@highfieldlearning.com on behalf of Highfield e-learning  
<info@highfieldlearning.com>  
**Sent:** 16 July 2024 13:22  
**To:** townclerk@peacehaventowncouncil.gov.uk  
**Subject:** Your Order at Highfield e-learning



**Thanks for your order, George!**

**Want to manage your order online?**

If you need to check the status of your order, please visit our home page at [Highfield e-learning](https://www.highfieldlearning.com) and click on "My account" in the menu or login with the following link:

<https://www.highfieldlearning.com/user>

**Purchasing Information:**

**E-mail Address:** TownClerk@peacehaventowncouncil.gov.uk

**Billing Address:**  
GEORGE DYSON  
PEACEHAVEN TOWN COUNCIL  
COMMUNITY HOUSE  
PEACEHAVEN  
BN10 8BB

**Billing Phone:**

# BOOKER

www.booker.co.uk

Booker is the trading name of Booker Limited  
Registered Office: Equity House, Litchingborough Road, Wellingborough, Northants NN8 1LT  
Telephone: 01933 371000

Alcohol Wholesale Registration No - XTAW00000102869

BRANCH 307

BRIGHTON  
MOULSECOOMB WAY  
BRIGHTON

BN2 4NP TEL : 01273 624242  
FAX : 01273 684565

INVOICE NUMBER 0475505 PAGE 01

DATE 24/07/24 TIME 14:45

TILL 04 OPERATOR 105 SELFSCAN

CUSTOMER 737249466 MR DYSON  
COMMUNITY HOUSE  
EAST SUSSEX  
PEACEHAVEN  
BN10 8BB  
TEL: 07749491877

CODE	DESCRIPTION	PACK SIZE	QTY	PRICE	VALUE	VAT	STD RRP	POR
85246	Kenco Decaf Coffee PM499	6 100g	1	15.95 P	15.95	A	4.99	46.7%
RETAIL GROCERY				GOODS :	15.95	EXC.VAT		
SUB-TOTAL								
74529	LF Classic Mixed Cupcakes	12 Single	1	13.49	13.49	A		
29843	Marg Hall Fondant Fancies	12 Sgl	1	12.19	12.19	A		
91218	MH Mix Cupcakes and Loaves	12 12pk	2	10.49 P	20.98	A		
CHILLED				GOODS :	46.66	EXC.VAT		
SUB-TOTAL								
70443	Tetley Tea Bags 440s Decaf	1 440	1	15.49	15.49	A		
93194	LF Assrted Mini Pack Biscuit	1 100pk	1	19.99	19.99	A		
CATERING GROCERY				GOODS :	35.48	EXC.VAT		
SUB-TOTAL								
94949	Class Milk Choc Stick PM129	24 110ml	2	11.99	23.98	B	1.29	53.5%
FROZEN FOOD				GOODS :	23.98	EXC.VAT		
SUB-TOTAL								
82872	Hidden Road White Zinfandel	12 187ml	1	16.99	16.99	B		
89529	Hidden Road Shiraz PET 187ml	12 187ml	1	16.99	16.99	B		
92115	Blossom Hill Rose 18.7cl	12 18.7cl	1	17.89	17.89	B	2.79	35.9%
VOID NOTE								
92115	Blossom Hill Rose 18.7cl	12 18.7cl	1	17.89	17.89	B		
94674	Hidden Road Pinot Grigio	12 187ml	1	16.99	16.99	B		
WINES SPIRITS BEERS				GOODS :	50.97	EXC.VAT		
SUB-TOTAL								

## Detailed Income &amp; Expenditure by Budget Heading 10/09/2024

Month No: 5

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<b>100 General Administration</b>							
1001 Precept	864,932	864,932	0			100.0%	
1005 Grants - Lewes DC	50,000	0	(50,000)			0.0%	
1010 CIL Income	58,751	0	(58,751)			0.0%	58,751
1013 Income from Photocopying	631	200	(431)			315.4%	
1016 Housing Benefit Claims LDC	15,682	15,657	(25)			100.2%	
1031 Horticultural	4	0	(4)			0.0%	
1050 Allotment Rent	(37)	0	37			0.0%	
1054 Climate Event Sponsorship	651	0	(651)			0.0%	
1094 Other Customer & Client Receipt	70	0	(70)			0.0%	
1100 Interest Received	4,278	1,000	(3,278)			427.8%	
1309 Other Income	5,350	500	(4,850)			1070.1%	
	<b>1,000,312</b>	<b>882,289</b>	<b>(118,023)</b>			<b>113.4%</b>	<b>58,751</b>
General Administration :- Income							
4345 CTLA Service Level Agreement	6,500	6,500	0		0	100.0%	
4346 CAB Service Level Agreement	11,500	11,500	0		0	100.0%	
4347 Climate Change Actions	4,777	0	(4,777)		(4,777)	0.0%	4,777
4354 HCC Service Level Agreement	0	3,000	3,000		3,000	0.0%	
	<b>22,777</b>	<b>21,000</b>	<b>(1,777)</b>	<b>0</b>	<b>(1,777)</b>	<b>108.5%</b>	<b>4,777</b>
General Administration :- Direct Expenditure							
4001 Salaries	176,463	473,655	297,192		297,192	37.3%	
4002 Employer N.I Contributions	17,104	48,362	31,258		31,258	35.4%	
4003 Employer Pension Contributions	35,883	87,740	51,857		51,857	40.9%	
4004 Overtime	625	2,000	1,375		1,375	31.2%	
4006 s106 reclaim	49,358	0	(49,358)		(49,358)	0.0%	10,000
4011 Training	3,186	4,500	1,314		1,314	70.8%	
4201 Purchase of Vehicles	642	5,000	4,358		4,358	12.8%	
4212 Mileage Costs	25	500	475		475	5.0%	
4301 Purchase of Furniture/Equipmen	561	1,500	939		939	37.4%	
4302 Purchase of Materials	54	500	446		446	10.8%	
4306 Printing	1,803	3,000	1,197		1,197	60.1%	
4307 Stationery	55	500	445		445	11.1%	
4308 Cllr Printing	0	1,500	1,500		1,500	0.0%	
4309 Decorations C/H	0	500	500		500	0.0%	
4310 Professional Fees - Consultanc	826	2,000	1,174		1,174	41.3%	
4311 Professional Fees - Legal	2,218	4,000	1,782		1,782	55.5%	618
4312 Professional Fees - Other	590	1,000	410		410	59.0%	
4314 Audit Fees	2,230	3,000	770		770	74.3%	
4315 Insurance	12,949	13,000	51		51	99.6%	
4321 Bank Charges	104	100	(4)		(4)	104.0%	
4322 BACS Charges	33	200	167		167	16.5%	
4323 PDQ Charges	60	500	440		440	12.0%	

## Detailed Income &amp; Expenditure by Budget Heading 10/09/2024

Month No: 5

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4325 Postage	540	2,500	1,960		1,960	21.6%	
4326 Telephones	1,800	3,000	1,200		1,200	60.0%	
4327 Computers	9,276	16,500	7,224		7,224	56.2%	699
4333 Members Allowance	0	3,500	3,500		3,500	0.0%	
4334 Members Training	75	1,500	1,425		1,425	5.0%	
4341 Grants	1,400	10,000	8,600		8,600	14.0%	
4342 Subscriptions	5,331	7,500	2,169		2,169	71.1%	
4356 EAP	245	600	355		355	40.8%	
4444 Election Costs	0	10,000	10,000		10,000	0.0%	
4999 Write Off	2	0	(2)		(2)	0.0%	
General Administration :- Indirect Expenditure	<b>323,439</b>	<b>708,157</b>	<b>384,718</b>	<b>0</b>	<b>384,718</b>	<b>45.7%</b>	<b>11,317</b>
<b>Net Income over Expenditure</b>	<b>654,095</b>	<b>153,132</b>	<b>(500,963)</b>				
6000 plus Transfer from EMR	16,094						
6001 less Transfer to EMR	58,751						
<b>Movement to/(from) Gen Reserve</b>	<b>611,438</b>						
<b>110 Civic Events</b>							
1358 D-Day Grant	55	0	(55)			0.0%	
Civic Events :- Income	<b>55</b>	<b>0</b>	<b>(55)</b>				<b>0</b>
4348 Civic Gifts	52	0	(52)		(52)	0.0%	
4349 Civic Training	0	500	500		500	0.0%	
4350 Mayors Badge	0	500	500		500	0.0%	
4351 Youth Mayor	0	500	500		500	0.0%	
4359 D-Day	1,701	0	(1,701)		(1,701)	0.0%	1,701
Civic Events :- Direct Expenditure	<b>1,753</b>	<b>1,500</b>	<b>(253)</b>	<b>0</b>	<b>(253)</b>	<b>116.9%</b>	<b>1,701</b>
4331 Mayor's Allowance	107	1,500	1,393		1,393	7.1%	
4332 Mayor's Reception	0	1,200	1,200		1,200	0.0%	
4335 Civic Expenses	325	1,200	875		875	27.1%	
4336 Civic Service	47	500	453		453	9.3%	
4338 Remembrance Services	110	1,000	890		890	11.0%	
4339 National Mourning	0	500	500		500	0.0%	
4357 Town Crier Outfit	0	750	750		750	0.0%	
Civic Events :- Indirect Expenditure	<b>588</b>	<b>6,650</b>	<b>6,062</b>	<b>0</b>	<b>6,062</b>	<b>8.8%</b>	<b>0</b>
<b>Net Income over Expenditure</b>	<b>(2,286)</b>	<b>(8,150)</b>	<b>(5,864)</b>				
6000 plus Transfer from EMR	1,701						
<b>Movement to/(from) Gen Reserve</b>	<b>(586)</b>						

## Detailed Income &amp; Expenditure by Budget Heading 10/09/2024

Month No: 5

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>120 Marketing</u>							
1048 E-News Advertising	0	100	100			0.0%	
1049 Banner Board	1,400	1,500	100			93.3%	
1051 A1 Boards	210	0	(210)			0.0%	
1301 Filming	720	1,000	280			72.0%	
1360 ArtWave Registrations	700	0	(700)			0.0%	
Marketing :- Income	<b>3,030</b>	<b>2,600</b>	<b>(430)</b>			<b>116.5%</b>	<b>0</b>
4352 Annual Report	84	100	16		16	84.2%	
Marketing :- Direct Expenditure	<b>84</b>	<b>100</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>84.2%</b>	<b>0</b>
4306 Printing	133	300	167		167	44.3%	
4328 Website	0	2,000	2,000		2,000	0.0%	
4329 Advertising	0	500	500		500	0.0%	
4360 Art Wave 2024	200	0	(200)		(200)	0.0%	
4502 Events	21	500	479		479	4.2%	21
Marketing :- Indirect Expenditure	<b>354</b>	<b>3,300</b>	<b>2,946</b>	<b>0</b>	<b>2,946</b>	<b>10.7%</b>	<b>21</b>
<b>Net Income over Expenditure</b>	<b>2,592</b>	<b>(800)</b>	<b>(3,392)</b>				
6000 plus Transfer from EMR	21						
<b>Movement to/(from) Gen Reserve</b>	<b>2,613</b>						
<u>130 Neighbourhood Plan</u>							
1101 Neighbourhood Plan	159	0	(159)			0.0%	
Neighbourhood Plan :- Income	<b>159</b>	<b>0</b>	<b>(159)</b>				<b>0</b>
4337 Neighbourhood Plan	476	1,000	524		524	47.6%	
Neighbourhood Plan :- Indirect Expenditure	<b>476</b>	<b>1,000</b>	<b>524</b>	<b>0</b>	<b>524</b>	<b>47.6%</b>	<b>0</b>
<b>Net Income over Expenditure</b>	<b>(317)</b>	<b>(1,000)</b>	<b>(683)</b>				
<u>200 Planning &amp; Highways</u>							
4851 Noticeboards	0	650	650		650	0.0%	
4852 Monument & War Memorial	79	600	521		521	13.1%	
4853 Street Furniture	0	600	600		600	0.0%	
Planning & Highways :- Direct Expenditure	<b>79</b>	<b>1,850</b>	<b>1,771</b>	<b>0</b>	<b>1,771</b>	<b>4.3%</b>	<b>0</b>
4101 Repair/Alteration of Premises	159	2,500	2,341		2,341	6.3%	
4111 Electricity	470	1,092	622		622	43.0%	
4171 Grounds Maintenance Costs	395	500	105		105	79.0%	
4850 Grass Cutting Contract	11,536	11,536	0		0	100.0%	
Planning & Highways :- Indirect Expenditure	<b>12,560</b>	<b>15,628</b>	<b>3,068</b>	<b>0</b>	<b>3,068</b>	<b>80.4%</b>	<b>0</b>
<b>Net Expenditure</b>	<b>(12,639)</b>	<b>(17,478)</b>	<b>(4,839)</b>				

## Detailed Income &amp; Expenditure by Budget Heading 10/09/2024

Month No: 5

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<b>300</b> <u>Grounds Team General Exp</u>							
4202 Repairs/Maintenance of Vehicle	5,036	6,600	1,564		1,564	76.3%	
4203 Fuel	3,712	5,500	1,788		1,788	67.5%	
4204 Road Fund License	50	600	550		550	8.3%	
4305 Uniform	597	900	303		303	66.3%	
<b>Grounds Team General Exp :- Indirect Expenditure</b>	<b>9,394</b>	<b>13,600</b>	<b>4,206</b>	<b>0</b>	<b>4,206</b>	<b>69.1%</b>	<b>0</b>
<b>Net Expenditure</b>	<b>(9,394)</b>	<b>(13,600)</b>	<b>(4,206)</b>				
<b>310</b> <u>Sports Park</u>							
1025 Rent & Service Charge	5,090	3,645	(1,445)			139.6%	
1039 S/P Cats	100	0	(100)			0.0%	
1041 S/P Telephone Masts	6,383	6,383	0			100.0%	
1043 S/P Football Pitches	2,380	3,000	620			79.3%	
1060 Water Usage	507	0	(507)			0.0%	
1061 S/P Court Hire	711	2,500	1,790			28.4%	
<b>Sports Park :- Income</b>	<b>15,170</b>	<b>15,528</b>	<b>358</b>			<b>97.7%</b>	<b>0</b>
4111 Electricity	525	6,500	5,975		5,975	8.1%	
4131 Rates	1,048	2,345	1,297		1,297	44.7%	
4160 Changing Places Costs	469	500	31		31	93.8%	
4161 Cleaning Costs	6,363	10,800	4,437		4,437	58.9%	
4164 Trade Refuse	992	3,000	2,008		2,008	33.1%	
4171 Grounds Maintenance Costs	9,062	10,000	938		938	90.6%	6,512
<b>Sports Park :- Indirect Expenditure</b>	<b>18,459</b>	<b>33,145</b>	<b>14,686</b>	<b>0</b>	<b>14,686</b>	<b>55.7%</b>	<b>6,512</b>
<b>Net Income over Expenditure</b>	<b>(3,288)</b>	<b>(17,617)</b>	<b>(14,329)</b>				
6000 plus Transfer from EMR	6,512						
<b>Movement to/(from) Gen Reserve</b>	<b>3,223</b>						
<b>315</b> <u>Big Park</u>							
1103 Big Park Repairs	0	0	0			0.0%	32,564
<b>Big Park :- Income</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>32,564</b>
4101 Repair/Alteration of Premises	380	4,000	3,620		3,620	9.5%	
4102 Maintenance of Buildings	105	500	395		395	21.0%	
4111 Electricity	258	500	242		242	51.6%	
4112 Gas	137	500	363		363	27.3%	
4121 Rents	7,340	15,000	7,660		7,660	48.9%	
4131 Rates	6,052	5,240	(812)		(812)	115.5%	
4166 Skip Hire	580	1,000	420		420	58.0%	

## Detailed Income &amp; Expenditure by Budget Heading 10/09/2024

Month No: 5

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4173 Fertilisers & Grass Seed	2,295	4,800	2,505		2,505	47.8%	2,295
4303 Machinery Mtce/Lease	593	3,500	2,907		2,907	16.9%	593
4355 Wifi	0	585	585		585	0.0%	
<b>Big Park :- Indirect Expenditure</b>	<b>17,739</b>	<b>35,625</b>	<b>17,886</b>	<b>0</b>	<b>17,886</b>	<b>49.8%</b>	<b>2,888</b>
<b>Net Income over Expenditure</b>	<b>(17,739)</b>	<b>(35,625)</b>	<b>(17,886)</b>				
6000 plus Transfer from EMR	2,888						
6001 less Transfer to EMR	32,564						
<b>Movement to/(from) Gen Reserve</b>	<b>(47,415)</b>						
<b>316 Gateway Cafe</b>							
1025 Rent & Service Charge	2,804	9,179	6,375			30.6%	
1111 Electricity	2,118	10,000	7,882			21.2%	
<b>Gateway Cafe :- Income</b>	<b>4,922</b>	<b>19,179</b>	<b>14,257</b>			<b>25.7%</b>	<b>0</b>
4101 Repair/Alteration of Premises	489	2,500	2,011		2,011	19.6%	
4111 Electricity	2,118	10,000	7,882		7,882	21.2%	
4115 CCTV Maintenance	0	1,500	1,500		1,500	0.0%	
4116 Servicing / Maintenance	218	1,500	1,282		1,282	14.5%	
4326 Telephones	50	972	922		922	5.1%	
4355 Wifi	0	540	540		540	0.0%	
<b>Gateway Cafe :- Indirect Expenditure</b>	<b>2,875</b>	<b>17,012</b>	<b>14,137</b>	<b>0</b>	<b>14,137</b>	<b>16.9%</b>	<b>0</b>
<b>Net Income over Expenditure</b>	<b>2,047</b>	<b>2,167</b>	<b>120</b>				
<b>330 Parks &amp; Open Spaces</b>							
1044 Hire of the Dell	3,885	5,500	1,615			70.6%	
1050 Allotment Rent	81	2,600	2,519			3.1%	
1104 Open Spaces Improvements	18,694	0	(18,694)			0.0%	18,694
1303 Water Charges	100	0	(100)			0.0%	
<b>Parks &amp; Open Spaces :- Income</b>	<b>22,760</b>	<b>8,100</b>	<b>(14,660)</b>			<b>281.0%</b>	<b>18,694</b>
4050 Allotment Costs	0	1,000	1,000		1,000	0.0%	
4104 Vandalism Repairs	147	1,500	1,353		1,353	9.8%	
4105 Tree Works	0	3,500	3,500		3,500	0.0%	
4106 Signage	(500)	0	500		500	0.0%	
<b>Parks &amp; Open Spaces :- Direct Expenditure</b>	<b>(353)</b>	<b>6,000</b>	<b>6,353</b>	<b>0</b>	<b>6,353</b>	<b>(5.9%)</b>	<b>0</b>
4101 Repair/Alteration of Premises	24,264	5,000	(19,264)		(19,264)	485.3%	24,264
4141 Water Services	1,966	5,000	3,034		3,034	39.3%	
4164 Trade Refuse	156	500	344		344	31.2%	
4169 Play Equipment Reserve	0	5,000	5,000		5,000	0.0%	

## Detailed Income &amp; Expenditure by Budget Heading 10/09/2024

Month No: 5

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4171 Grounds Maintenance Costs	1,711	4,000	2,289		2,289	42.8%	
4301 Purchase of Furniture/Equipmen	(79)	2,500	2,579		2,579	(3.2%)	
Parks & Open Spaces :- Indirect Expenditure	<b>28,018</b>	<b>22,000</b>	<b>(6,018)</b>	<b>0</b>	<b>(6,018)</b>	<b>127.4%</b>	<b>24,264</b>
<b>Net Income over Expenditure</b>	<b>(4,906)</b>	<b>(19,900)</b>	<b>(14,994)</b>				
6000 plus Transfer from EMR	24,264						
6001 less Transfer to EMR	18,694						
<b>Movement to/(from) Gen Reserve</b>	<b>664</b>						
<u>355 The Hub</u>							
1084 Sports Pavilion	8,092	17,319	9,227			46.7%	
1111 Electricity	0	270	270			0.0%	
1112 Gas	180	270	90			66.7%	
1303 Water Charges	50	150	100			33.3%	
1355 Wifi	53	210	158			25.0%	
The Hub :- Income	<b>8,374</b>	<b>18,219</b>	<b>9,845</b>			<b>46.0%</b>	<b>0</b>
4175 Music Licence	0	500	500		500	0.0%	
The Hub :- Direct Expenditure	<b>0</b>	<b>500</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>0.0%</b>	<b>0</b>
4103 Annual Servicing Costs	323	2,500	2,177		2,177	12.9%	
4111 Electricity	479	3,000	2,521		2,521	16.0%	
4112 Gas	0	3,000	3,000		3,000	0.0%	
4171 Grounds Maintenance Costs	208	2,000	1,792		1,792	10.4%	
4326 Telephones	68	0	(68)		(68)	0.0%	
4355 Wifi	0	420	420		420	0.0%	
The Hub :- Indirect Expenditure	<b>1,077</b>	<b>10,920</b>	<b>9,843</b>	<b>0</b>	<b>9,843</b>	<b>9.9%</b>	<b>0</b>
<b>Net Income over Expenditure</b>	<b>7,297</b>	<b>6,799</b>	<b>(498)</b>				
<u>360 Community House</u>							
1056 Equipment Hire	95	0	(95)			0.0%	
1069 C/H Police Room	2,345	2,435	90			96.3%	
1070 C/H Phoenix Room	2,297	4,370	2,073			52.6%	
1071 C/H Fields & Robson	5,000	12,000	7,000			41.7%	
1073 C/H Fields	0	6,452	6,452			0.0%	
1075 C/H Charles Neville	2,092	5,199	3,107			40.2%	
1076 C/H Main Hall	7,781	13,053	5,272			59.6%	
1077 C/H Anzac Room	4,970	6,472	1,502			76.8%	
1078 C/H Main Kitchen	733	637	(96)			115.1%	
1079 C/H Anzac Kitchen	211	357	147			59.0%	



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## Detailed Income &amp; Expenditure by Budget Heading 10/09/2024

Month No: 5

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
1080 C/H Foyer	0	500	500			0.0%	
1081 C/H Equipment Hire	153	500	347			30.6%	
1090 Storage Income	250	0	(250)			0.0%	
1091 Cinema Income	1,076	3,000	1,924			35.9%	
1092 Electricity Feed-in Tariff	4,099	5,000	901			82.0%	
1303 Water Charges	100	0	(100)			0.0%	
Community House :- Income	<b>31,202</b>	<b>59,975</b>	<b>28,773</b>			<b>52.0%</b>	<b>0</b>
4167 Cinema Costs	826	2,400	1,574		1,574	34.4%	
4175 Music Licence	0	900	900		900	0.0%	
Community House :- Direct Expenditure	<b>826</b>	<b>3,300</b>	<b>2,474</b>	<b>0</b>	<b>2,474</b>	<b>25.0%</b>	<b>0</b>
4101 Repair/Alteration of Premises	7,720	8,000	280		280	96.5%	1,758
4102 Maintenance of Buildings	4,851	6,500	1,649		1,649	74.6%	
4111 Electricity	5,940	15,000	9,060		9,060	39.6%	
4112 Gas	3,444	7,500	4,056		4,056	45.9%	
4122 Service Charge	0	20,000	20,000		20,000	0.0%	
4131 Rates	6,550	15,800	9,250		9,250	41.5%	
4141 Water Services	460	5,000	4,540		4,540	9.2%	
4151 Fixtures & Fittings	0	1,500	1,500		1,500	0.0%	
4161 Cleaning Costs	803	1,000	197		197	80.3%	
4162 Cleaning Materials	0	1,000	1,000		1,000	0.0%	
4163 Personal Hygiene	1,375	2,603	1,228		1,228	52.8%	
4176 Community House Reserve	0	30,000	30,000		30,000	0.0%	
4305 Uniform	0	700	700		700	0.0%	
Community House :- Indirect Expenditure	<b>31,142</b>	<b>114,603</b>	<b>83,461</b>	<b>0</b>	<b>83,461</b>	<b>27.2%</b>	<b>1,758</b>
<b>Net Income over Expenditure</b>	<b>(767)</b>	<b>(57,928)</b>	<b>(57,161)</b>				
6000 plus Transfer from EMR	1,758						
<b>Movement to/(from) Gen Reserve</b>	<b>991</b>						
Grand Totals:- Income	<b>1,085,984</b>	<b>1,005,890</b>	<b>(80,094)</b>			<b>108.0%</b>	
Expenditure	<b>471,289</b>	<b>1,015,890</b>	<b>544,601</b>	<b>0</b>	<b>544,601</b>	<b>46.4%</b>	
<b>Net Income over Expenditure</b>	<b>614,695</b>	<b>(10,000)</b>	<b>(624,695)</b>				
plus Transfer from EMR	<b>53,238</b>						
less Transfer to EMR	<b>110,009</b>						
<b>Movement to/(from) Gen Reserve</b>	<b>557,924</b>						

10/09/2024

## Peacehaven Town Council

11:24

## Balance Sheet as at 31/08/2024

31/03/2023

31/03/2024

**Current Assets**

49,021	Debtors Control	12,349
29,270	VAT Control A/c	12,557
50	Deposit Aqua	50
746,985	Current Bank A/c	1,420,833
591	Reserve Account	593
520	Petty Cash	520

826,437

1,446,902

**826,437 Total Assets****1,446,902****Current Liabilities**

885	Credit Card A/c	0
4,260	Creditors	55
292	Credit Card Creditors	163
1,487	Mayor's Appeal	676
6,956	Accruals	0
0	PAYE	3,954
0	NIC	5,133
0	Pension Control	9,939
4,783	Deposits Received	4,513

18,663

24,433

**807,774 Total Assets Less Current Liabilities****1,422,469****Represented By**

223,208	General Reserves	781,132
500	Meridian Walk	500
2,664	D-Day Grant	964
13,334	Vehicle Reserve	13,334
168	Warm Havens Grant	168
5	Tree Works	5
1,913	Staff training	1,913
13,971	Elections	13,971
1,467	Members Training	1,467
8,647	Service Charges	8,647
906	Noticeboards	906
1,000	Signage	1,000
1,517	Monument & War Memorial	1,517
1,207	Institute of Leadership	0

10/09/2024

**Peacehaven Town Council**

11:24

**Balance Sheet as at 31/08/2024**

**31/03/2023**

**31/03/2024**

7,738	Football Foundation Fund	3,350
1,016	Fuel	1,016
3,000	Gas for Hub	3,000
4,000	P/H Youth Task Group	4,000
411,151	CIL	480,127
59,080	Big Park	59,080
3,100	Hub Improvements	3,100
5,000	Climate Change	1,430
798	Sponsorship	777
1,551	Professional Fees - Legal	933
3,640	Neighbourhood Plan	3,640
37,189	Capital Receipts Reserve	36,490

**807,774**

**1,422,469**

The above statement represents fairly the financial position of the authority as at 31/08/2024 and reflects its Income and Expenditure during the year.

Signed :

Chairman

\_\_\_\_\_

Date :

\_\_\_\_\_

Signed :

Responsible

Financial

\_\_\_\_\_

Date :

\_\_\_\_\_

Zoe Malone  
Responsible Finance Officer

☎ (01273) 585493  
✉ [financeofficer@peacehaventowncouncil.gov.uk](mailto:financeofficer@peacehaventowncouncil.gov.uk)



Community House,  
Meridian Way,  
Peacehaven,  
East Sussex,  
BN10 8BB.

<b>Committee:</b>	Policy & Finance	<b>Agenda Item:</b>	PF1038e
<b>Meeting date:</b>	17 <sup>th</sup> September 2024	<b>Authors:</b>	Responsible Financial Officer
<b>Subject:</b>	<b>CIL/106 Report Update</b>		
<b>Purpose:</b>	To note the current CIL Position		

**Recommendation(s):**

**To note and agree the CIL financial position and note 106 Monies**

**1. Background**

We receive two CIL payments from Lewes each year for developments within the town. This money should be spent as follows;

*“Spending the CIL receipts in Local Councils In compliance with Regulation 59C of the CIL Regulations 2010 (as amended), we will use CIL receipts passed to us to support the development of Peacehaven Town Council, or any part of it, by **funding the provision, improvement, replacement, operation or maintenance of infrastructure or anything else that is concerned with addressing the demand that development place on our area.***

The current amount in our CIL account is **£478,368.85**

Supplier	Description	Amount	Comments
CIL Expenditure 2024/25			
G Richards	Paving at Bowls Club	£4,545	Works completed
Hobart	Pathway Improvements – Howard Park	£5,570.02	Howard Park – PTC Contribution
Lister Wilder	PTC Tractor Contribution	£10,000	Tractor
Havens	CCTV at Community House	£3,516	CCTV as per licence conditions
March Irrigation	Bowls Club Irrigation System	£466.67	
		<b>£24,097.69</b>	

This shows funds spent from our CIL pot so far this financial year.

See below for committed expenditure as agreed at committee.

Supplier	Description	Amount	Comments
ESHRC	Hearing Loop	950.00	Works been completed – awaiting invoice
Dynorod	Sewer check	1,000.00	Works been completed - awaiting invoice
N/A	Replacement Heating System	30,000.00	Agreed to use Solar Panel rebate AND CIL for replacement system. Not sure on full cost yet but anticipate to be £80,000 – <b>Agreed at P&amp;F 30/01/24</b>
Fitzwoolmer Patrick	PO approaching signage companies	1,000	Signage – agreed 30/01/24 P&F
N/A		7,500	06/02/24 agreed to allow up to £10,000 for further reports required for the Hub in preparation of the agreed CIL bid. £2,500 spent on Kaner Olette feasibility.
N/A	Hub Development	£175,000	CIL Bid been sent to Lewes on 23/02/24 to replace heating system & roof.
		<b>£215,450</b>	

#### 106 Monies held at LDC or ESCC

Planning Ref	Site	Amounts	Held by / For	Allocated to
LW/2009/1093	16-16a South Coast Road	18,984.59	Accessibility improvements and/or implementing the A259 bus corridor and/or the Newhaven bus/rail interchange	<b><i>Construction of measures which are identified in the new A259 study between Brighton and Newhaven</i></b>
LW/2013/0644	Land north side of Arundel Road	317,407.84	LDC for Big Park, 3G football pitch	<b><i>Agreed at LDC &amp; PTC to use £300k of this money for the 3G pitch - Remaining £200k to be used at the Big Park for improvements</i></b>
LW/2013/0686	Land north of Keymer Ave	191,973.67	LDC for Big Park, 3G football pitch	<b><i>Agreed at LDC &amp; PTC to use £300k of this money for the 3G pitch - Remaining £200k to be used at the Big Park for improvements.</i></b>
LW/2013/0686	Land north of Keymer Ave	155,109.74	ESCC Measures from A259 study or consider alternatives e.g cycle route	<b><i>SI106 allocations are both assigned to be spent on the A259 South Coast Study to provided cycle and pedestrian improvements in the Peacehaven area. The allocations are specific to: LW/2013/0644 - land North of Arundel Road</i></b>

				<i>LW/2013/0686 - land North of Keymer Avenue</i>
LW/2013/0644	Land north side of Arundel Road	139,326.63	ESCC for schemes improving cycling and walking routes / bus stops between Peacehaven & Newhaven	<i>SI/106 allocations are both assigned to be spent on the A259 South Coast Study to provided cycle and pedestrian improvements in the Peacehaven area. The allocations are specific to: LW/2013/0644 - land North of Arundel Road LW/2013/0686 - land North of Keymer Avenue</i>

**2. Options for Council**

To note the financial position of CIL & 106.

**3. Reason for recommendation**

N/A

**4. Expected benefits**

- a. The community
- b. The environment
- c. Other

## 5. Implications

5.1 Legal	
5.2 Risks	
5.3 Financial	CIL monies are not guaranteed and committed expenditure should be carefully considered.
5.4 Time scales	
5.5 Stakeholders & Social Value	
5.6 Contracts	
5.7 Climate & Sustainability	
<b>5.8 Crime &amp; Disorder</b>	
<b>5.9 Health &amp; Safety</b>	
<b>5.10 Biodiversity</b>	
<b>5.11 Privacy Impact</b>	
<b>5.12 Equality &amp; Diversity</b>	

## 6. Appendices

## List of Payments made between 01/07/2024 and 31/08/2024

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
01/07/2024	C.E.F	BACS14	18.74		SWITCH FOR MAIN HALL
02/07/2024	Northstar IT	DD3	21.13		NEW STARTER ADD ONS
02/07/2024	SUM UP	SUMUP0207	16.85		TRANSACTION CHGS
04/07/2024	ALISON STANDING	BACS	35.00		HORTICULTURAL REFUND
04/07/2024	Playsafe Playgrounds Ltd	BACS1	1,704.00		PLAY INSPECTION TRAINING
04/07/2024	HAVEN SECURITY LIMITED	BACS2	2,109.60		CCTV INSTALLATION
04/07/2024	SUSSEX PAYROLL SERVICES ;TIB	BACS3	99.97		PAYROLL JUNE
04/07/2024	PRISM NETWORK	BACS	524.83		vat only invoice
04/07/2024	Northstar IT	DD1	1,514.95		MONTH SUPPORT - JULY
05/07/2024	Barclays	DD	21.00		COMM & COLLECT CHARGES
05/07/2024	Northstar IT	DD2	118.80		ANNUAL DOMAIN
05/07/2024	02	DD4	181.42		MONTHLY MOBILES
08/07/2024	The Fuelcard People	DD	45.98		FUEL
08/07/2024	SUM UP	SUMUP 0807	1.02		TRANSACTION CHGS
11/07/2024	Mulberry &Co	BACS	54.00		Z.MALONE BUDGET TRAINING
11/07/2024	R.J.Meaker Fencing Ltd	BACS1	77.64		DECKING
11/07/2024	Farrington Property Developmen	BACS2	4,404.00		UNIT 14 W.C 10/07
11/07/2024	U-Benders	BACS3	87.88		HUB TOILET FIX
11/07/2024	AMAZON	BACS4	147.37		PHONE CASE
11/07/2024	BREAKTHROUGH	BACS5	1,920.00		COUNCIL GDPR SUPPORT
11/07/2024	EDF	BACS6	519.74		JUNE ELECTRICITY
11/07/2024	L&N CONSULTANCY LIMITED	BACS7	240.00		REGS16-17 RESPONSE
11/07/2024	CCTRAINING	BACS8	624.00		SCISSOR LIFT TRAINING
11/07/2024	Wightman & Parrish Ltd	BACS9	344.70		CLEANING / BAGS
11/07/2024	Trade UK	BACS10	53.57		PADLOCK / SANDING ROLL
11/07/2024	CURRYS	BACS12	525.93		MONITORS & PHONES
11/07/2024	SUSSEX TAMIL KUDUM	BACS13	50.00		Y.PHOOPTAHY REFUND
11/07/2024	VICTORIA ONIS	BACS14	4.69		V.ONI EXPENSES
11/07/2024	The Royal British Legion	205639	55.00		D-DAY WREATHS
11/07/2024	Lewes District Council	121121	636.30		BIN = 01/07-30-09
11/07/2024	PD SHAYLER	205640	200.00		FUNFAIR REFUND
15/07/2024	The Fuelcard People	DD	123.37		FUEL
16/07/2024	SUM UP	SUMUP1607	1.49		TRANSACTION CHGS
17/07/2024	CASTLE WATER	DD	33.60		JUNE WATER
19/07/2024	ALISON STANDING	BACS	18.00		HORTICULTURAL FUNDS
19/07/2024	EDF	BACS	83.60		JUNE ELECTRICITY
19/07/2024	Anthony Meadows Antique Repair	BACS1	190.00		MAYORAL NAME ON BOARD
19/07/2024	Business Sream	BACS2	11.81		20MAR-19JUN WASTE
19/07/2024	Heatcraft And Ventilation ltd	BACS	504.59		REPLACEMENT PUMP FOR BOILER 2
19/07/2024	AMAZON	BACS	6.39		trailer plug
22/07/2024	LISTER WILDER	BACS	39,577.20		TRACTOR
22/07/2024	The Fuelcard People	DD	33.98		HK66 WMJ FUEL
22/07/2024	KINTO UK LTD	DD1	499.74		VEHICLE LEASE
22/07/2024	EDF	DD	128.96		THE HUB ELECTRICITY 18/03-31/0
23/07/2024	HEALTH ASSURED LTD	DD2	58.78		EAP - 19/07-18/08
23/07/2024	CITRUS HR	DD3	204.00		HR MEMBERSHIP 20/07-19/08
23/07/2024	TOWER LEASING LIMITED	DD	62.67		PHONE RENTAL



## List of Payments made between 01/07/2024 and 31/08/2024

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
23/07/2024	Credit Card A/c	JUNE CC	195.99		JUNE CC
23/07/2024	SUM UP	SUMUP2307	4.96		TRANSACTION CHGS
25/07/2024	EDF	DD1	374.27		THE HUB 01/04-06/06
25/07/2024	JULY SALARIES	JULY PAY	28,420.50		JULY SALARIES
26/07/2024	BRITISH GAS	BACS	35.32		17june-16jul GAS
26/07/2024	Ricoh Capital Ltd	BACS1	993.19		APR-JUNE PHOTOCOPY RENTAL
26/07/2024	PRICEWATCH LIMITED T/A LOCABACS2		1,726.56		ULTRA LOW SULHPUR
26/07/2024	C R Allen & Sons	BACS4	4,066.83		KUBOTA RIDE ON REPAIRS
26/07/2024	Heatcraft And Ventilation ltd	BACS6	740.56		BOILER PUMP 2 REPAIRS
26/07/2024	MARTLET MPBILITY SERVICES	BACS8	90.00		CP INSPECTION
26/07/2024	COMMUNITY ENERGY SOUTH	BACS9	1,448.64		CLIMATE TRAINING
26/07/2024	Wightman & Parrish Ltd	BACS10	298.21		CLEANING SUPPLIES
26/07/2024	VICTORIA ONIS	BACS11	2.97		V ONIS EXPENSES
26/07/2024	KDS PLUMBING	BACS12	8.12		KDS PLUMBING
26/07/2024	ANNELI SMITH	BACS13	100.00		A SMITH REFUND
26/07/2024	TRAIN2TRAIN	BACS12	102.00		K BRAY APLH
26/07/2024	DEBBIE DONOVAN	BACS13	6.91		D.DONVAN EXPENSES
26/07/2024	EAST SUSSEX PENSION FUND	BACS14	10,114.58		JULY SALARIES
26/07/2024	RICHARD CREW	BACS15	30.00		R.CRED REFUND
26/07/2024	CTLA	BACS16	6,500.00		CTLA SLA
26/07/2024	R.J.Meaker Fencing Ltd	BACS16	9.07		GROUNDNS MAINTENANCE
26/07/2024	FOCUS GROUP	DD4	162.13		CALLS CREDIT
26/07/2024	TOTAL GAS & POWER	DD5	178.31		JUNE GAS
26/07/2024	EDF	DD2	3,171.12		18/03-17/06 ELECTRICITY
26/07/2024	HMRC	121122	8,863.89		JULY SALARIES
30/07/2024	SUM UP	SUMUP3007	0.87		TRANSACTION CHARGES
02/08/2024	Northstar IT	DD	963.95		STEPHS PC / ADD ONS
05/08/2024	Barclays	DD	57.00		BACS / COLLECT CHGS
06/08/2024	02	DD1	31.67		JULY MOBILES
06/08/2024	Northstar IT	DD2	1,514.95		MONTHLY SUPPORT - AUGUST
06/08/2024	SUM UP	SUMUP0608	1.35		TRANSACTION CHGS
07/08/2024	CONSULT CLEANING SERVICES	BACS	1,319.75		TOILET CLEANING
07/08/2024	SUSSEX PAYROLL SERVICES ; TDB	BACS1	103.32		PAYROLL - JULY
07/08/2024	BRITISH GAS	BACS2	2.13		FINAL GAS BILL
07/08/2024	Chris Bartholomew Electrical C	BACS3	4,182.29		EICR CH
07/08/2024	AMP Services	BACS4	272.63		STRIMMER REPAIRS
07/08/2024	GREENACRE RECYCLING	BACS5	720.00		GRAB LORRY TO REMOVE OLD SOIL
07/08/2024	INSTANTPRINT	BACS6	159.34		TICKETS FOR CINEMA / EVENTS
07/08/2024	BROXAP	BACS7	1,020.00		BOLLARDS FOR CARPARK
07/08/2024	Spy AlarmsLtd	BACS8	126.00		ANUAL MAINTENANCE
07/08/2024	TEN-B TRAINING	BACS9	120.00		DSE ASSESSMENTS
07/08/2024	EDF	BACS10	694.83		STREELIGHTS 02/05-31/07
07/08/2024	R.J.Meaker Fencing Ltd	BACS11	33.60		WEED CONTROL
07/08/2024	Trade UK	BACS12	64.34		CARPET FOR CHARLES NEVILL FIX
07/08/2024	AID TRAINING OPERATIONS LTDB	BACS13	90.00		MENTAL HEALTH COURSE ZP
07/08/2024	MARCH IRRIGATION	BACS14	560.00		IRRIGATION SYTEM MAINTENANCE
07/08/2024	Trade UK	BACS15	30.27		bricklaying / mortar

## List of Payments made between 01/07/2024 and 31/08/2024

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
07/08/2024	EDF	BACS10	-148.97		CANCEL INV
08/08/2024	Northstar IT	DD3	178.80		WFBS SUBS
12/08/2024	EDF	DD	2,019.06		22 APR-01 JUL ELECTRIC
12/08/2024	The Fuelcard People	DD1	31.20		FUEL
13/08/2024	SUM UP	SUMUP1308	0.24		TRANSACTION CHARGES
15/08/2024	LUCY FORD	121123	50.00		L.FORD REFUND
15/08/2024	S GRAVENOR	121124	50.00		S.GRAVNOR REFUND
16/08/2024	C.E.F	BACS	44.77		PVC INSULATED TAPE / LINE CONN
16/08/2024	Safe I.S. Ltd	BACS1	805.98		FRA - THE CAFE
16/08/2024	CASTLE WATER	BACS2	18.01		JULY WATER
16/08/2024	Trade UK	BACS3	84.37		BOOTS LF & KB / FLAT WASHERS
16/08/2024	Brewers and Sons Ltd	BACS4	10.82		MASONRY REPAIR
16/08/2024	A.PICTON	BACS5	7.98		A.PICTON EXPENSES
16/08/2024	J WINTER	BACS6	50.00		J.WINTER REFUND
16/08/2024	ROYAL SOCIETY OF ST GEORGE	BACS7	70.00		MAYORS DINNER ROYAL SOC
16/08/2024	IN-PULSE MEDICAL SERVICES	BACS8	250.00		IN-PULSE CLIMATE FAIR
16/08/2024	PKF Littlejohn LLP	BACS6	2,520.00		LIMITED ASSURANCE REVIEW
19/08/2024	The Fuelcard People	DD	119.98		DIESEL FUEL
19/08/2024	HEALTH ASSURED LTD	DD1	58.78		EAP AUG - SEPT
19/08/2024	CASTLE WATER	dd	41.79		JULY WATER - DELL
20/08/2024	Northstar IT	DD2	1,794.00		CYBER ESSENTIALS
20/08/2024	SUM UP	SUMUP 2008	6.58		TRANSACTION CHGS
22/08/2024	KINTO UK LTD	DD3	499.74		VEHICLE LEASE HIRE
22/08/2024	Credit Card A/c	CC JUL	831.17		JUL CC
23/08/2024	PHS Group	DD4	824.74		AUG-NOV PHS
23/08/2024	CITRUS HR	DD5	204.00		SAFE HR MEMBERSHIP
23/08/2024	AUGUST SALARIES	AUG PAY	28,802.44		AUGUST SALARIES
23/08/2024	TOWER LEASING LIMITED	DD	62.67		PHONE RENTAL
27/08/2024	The Fuelcard People	DD	32.52		fuel hk66wmj
27/08/2024	SUM UP	SUMUP2708	0.45		TRANSACTION CHGS
28/08/2024	FOCUS GROUP	DD1	162.13		LINE RENTAL
29/08/2024	TOTAL GAS & POWER	DD2	149.64		JULY GAS
30/08/2024	CVS TYRES LTD	BACS	11.99		NUMBER PLATE
30/08/2024	Trade UK	BACS1	21.95		SOCKETS FOR CH EICR
30/08/2024	AMP Services	BACS2	69.69		SRIMMER REPAIRS
30/08/2024	EDF	BACS3	86.37		JULY ELECTRIC
30/08/2024	Brewers and Sons Ltd	BACS4	274.77		PATCH & REPAIR
30/08/2024	SIEMENS FINANCIAL SERVICES	BACS5	281.83		LEASE RENTAL FRANK
30/08/2024	GREENACRE RECYCLING	BACS6	348.00		SKIP HIRE
30/08/2024	CHROMAVISION	BACS7	564.00		WIRE REPAIRS FOR CCTV
30/08/2024	C.E.F	BACS8	618.72		EICR REPAIRS
30/08/2024	CONSULT CLEANING SERVICES	BACS9	1,319.75		CLEANING
30/08/2024	TRAVIS PERKINS Trading	BACS10	2,518.41		EXCAVATOR
30/08/2024	Vitax Limited	BACS11	1,937.70		FERTILISER
<b>Total Payments</b>			<b>185,294.78</b>		

## Section 1 – Annual Governance Statement 2023/24

We acknowledge as the members of:

### Peacehaven Town 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 2024, 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.	✓		prepared its accounting statements in accordance with the Accounts and Audit Regulations.
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.
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.	✓		has only done what it has the legal power to do and has complied with Proper Practices in doing so.
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.	✓		during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.
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.	✓		considered and documented the financial and other risks it faces and dealt with them properly.
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		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.
7. We took appropriate action on all matters raised in reports from internal and external audit.	✓		responded to matters brought to its attention by internal and external audit.
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.	✓		disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.
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
			✓
			has met all of its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.

\*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:

21/05/24

and recorded as minute reference:

C1231

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

Chair



Clerk



www.peacehaventowncouncil.gov.uk

## Section 2 – Accounting Statements 2023/24 for

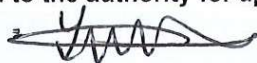
### Peacehaven Town Council

	Year ending		Notes and guidance
	31 March 2023 £	31 March 2024 £	
1. Balances brought forward	628,658	675,598	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	687,081	749,213	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	275,278	384,778	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	531,009	534,183	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	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	384,410	467,632	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	675,598	807,774	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	678,846	746,919	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – <b>To agree with bank reconciliation.</b>
9. Total fixed assets plus long term investments and assets	5,035,963	4,995,226	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	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)				The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.
11b. Disclosure note re Trust funds (including charitable)				The figures in the accounting statements above exclude any Trust transactions.

I certify that for the year ended 31 March 2024 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



Date

21-05-24

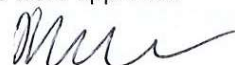
I confirm that these Accounting Statements were approved by this authority on this date:

21/05/24

as recorded in minute reference:

C1231

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



## Section 3 – External Auditor’s Report and Certificate 2023/24

In respect of **PEACEHAVEN TOWN COUNCIL - ES0070**

### 1 Respective responsibilities of the auditor and the authority

Our responsibility as auditors to complete a **limited assurance review** is set out by the National Audit Office (NAO). A limited assurance review is **not a full statutory audit**, it does not constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and hence it **does not** provide the same level of assurance that such an audit would. The UK Government has determined that a lower level of assurance than that provided by a full statutory audit is appropriate for those local public bodies with the lowest levels of spending.

Under a limited assurance review, the auditor is responsible for reviewing Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with NAO Auditor Guidance Note 02 (AGN 02) as issued by the NAO on behalf of the Comptroller and Auditor General. AGN 02 is available from the NAO website – <https://www.nao.org.uk/code-audit-practice/guidance-and-information-for-auditors/>

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 2024; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

### 2 External auditor’s limited assurance opinion 2023/24

On the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return (AGAR), in our opinion the information in Sections 1 and 2 of the AGAR 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.

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

None


### 3 External auditor certificate 2023/24

We 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 2024.

External Auditor Name

**PKF LITTLEJOHN LLP**

External Auditor Signature



Date

13/08/2024



Ms Zoe Malone  
Peacehaven Town Council  
Community House  
Meridian Centre  
Meridian Way  
Peacehaven  
East Sussex  
BN10 8BB

**DDI:**  
+44 (0)20 7516 2200

**Email:**  
sba@pkf-l.com

**Date:**  
15 August 2024

**Our Ref:**  
ES0070

**SAAA Ref:**  
SB06632

**Peacehaven Town Council  
Completion of the limited assurance review for the year ended 31 March 2024**

Dear Ms Malone

We have completed our review of the Annual Governance & Accountability Return (AGAR) for Peacehaven Town Council for the year ended 31 March 2024. Please find our external auditor report and certificate (Section 3 of the AGAR Form 3) included for your attention as an attachment to the email containing this letter along with a copy of Sections 1 and 2 of the AGAR, on which our report is based.

The external auditor report and certificate details any matters arising from the review. The smaller authority must consider these matters and decide what, if any, action is required.

**Action you are required to take at the conclusion of the review**

The Accounts and Audit Regulations 2015 (SI 2015/234) set out what you must do at the conclusion of the review. In summary, you are required to:

- Prepare a "Notice of conclusion of audit" which details the rights of inspection, in line with the statutory requirements. We attach a pro forma notice you may use for this purpose (a Word version is available on request).
- Publish the "Notice" along with the certified AGAR (Sections 1, 2 & 3) before 30 September, which must include publication on the smaller authority's website. (Please note that when the statute and regulations were amended in 2014 and 2015, they did not include a requirement for the length of time for which that the "Notice" must be published. The previous statute required 14 days; but it is now up to the authority to make this decision).
- Keep copies of the AGAR available for purchase by any person on payment of a reasonable sum.
- Ensure that Sections 1, 2 and 3 of the published AGAR remain available for public access for a period of not less than 5 years from the date of publication.

## Fee

We enclose our fee note, on page 4 of this attachment, for the limited assurance review, which is in accordance with the fee scales set by Smaller Authorities' Audit Appointments Ltd which can be found at <https://www.saaa.co.uk/audit-fees/>. This fee is statutory, must be paid and is due immediately on receipt of invoice, please arrange for this to be paid **at the earliest opportunity**.

Additional charges are itemised on the fee note, where applicable. These arise where either:

- we have had to issue chaser letters and/or exercise our statutory powers due to a failure to provide an AGAR by the submission deadline; or
- it was necessary for us to undertake additional work.

**Please return the remittance advice with your payment, which should be sent to: PKF Littlejohn LLP, Ref: Credit control (SBA), 5<sup>th</sup> Floor, 15 Westferry Circus, Canary Wharf, London, E14 4HD.**

Please include the reference ES0070 or Peacehaven Town Council as a reference when paying by BACS.

## Timetable for 2024/25

Next year we plan to set a submission deadline for the return of the completed AGAR Form 3 and associated documents (or Certificate of Exemption) in the usual way and this is expected to be Tuesday 1 July 2025. It is anticipated that the instructions will be sent out during March 2025, subject to arrangements for the 2024/25 AGARs and Certificates of Exemption being finalised by Smaller Authorities' Audit Appointments Limited (SAAA). Our instructions will cover any changes about which smaller authorities need to be aware.

- The smaller authority must inform the electorate of a single period of 30 working days during which public rights may be exercised. The period must be **exactly** 30 working days, please do not set public rights dates that cover a longer period. This information **must be published at least the day before** the inspection period commences;
- The inspection period **must** include the first 10 working days of July 2025, i.e. 1 to 14 July inclusive. In practice this means that public rights may be exercised:
  - at the earliest, between Tuesday 3 June and Monday 14 July 2025; and
  - at the latest, between Tuesday 1 July and Monday 11 August 2025.

As in previous years, in order to assist you in this process we plan to include a pro forma template notice with a suggested inspection period on our website. On submitting your AGAR and associated documentation, as was the case for this year, we will need you to either confirm that the suggested dates have been adopted or inform us of the alternative dates selected.

## Feedback on 2023/24

Please note that if you wish to provide feedback, our satisfaction survey template can be used, which is available on our website on this page: <https://www.pkf-l.com/services/limited-assurance-regime/useful-information-and-links/>

Yours sincerely

*PKF Littlejohn LV*

PKF Littlejohn LLP

**Peacehaven Town Council**

**Notice of conclusion of audit**

**Annual Governance & Accountability Return for the year ended 31 March 2024**

Sections 20(2) and 25 of the Local Audit and Accountability Act 2014

Section 16 of the Accounts and Audit Regulations 2015 (SI 2015/234)

<p>1. The audit of accounts for <b>Peacehaven Town Council</b> for the year ended 31 March 2024 has been completed and the accounts have been published.</p> <p>2. The Annual Governance &amp; Accountability Return including the auditor's certificate and opinion is available for inspection and copying by any local government elector of the area of <b>Peacehaven Town Council</b> on application to:</p> <p>(a) _____          _____          _____          _____</p> <p>(b) _____          _____          _____</p> <p>3. Copies will be provided to any local government elector of the area on payment of £_____ (c) for each copy of the Annual Governance &amp; Accountability Return.</p> <p>Announcement made by: (d) _____</p> <p>Date of announcement: (e) _____</p>	<p>Notes</p> <p>This notice and Sections 1, 2 &amp; 3 of the AGAR must be published by 30 September. <b>This must include publication on the smaller authority's website.</b> The smaller authority must decide how long to publish the Notice for; the AGAR and external auditor report must be publicly available for 5 years.</p> <p>(a) Insert the name, position and address of the person to whom local government electors should apply to inspect the AGAR</p> <p>(b) Insert the hours during which inspection rights may be exercised</p> <p>(c) Insert a reasonable sum for copying costs</p> <p>(d) Insert the name and position of person placing the notice</p> <p>(e) Insert the date of placing of the notice</p>
---	--





Ms Zoe Malone  
Peacehaven Town Council  
Community House  
Meridian Centre  
Meridian Way  
Peacehaven  
East Sussex  
BN10 8BB

**Our ref** ES0070  
**SAAA Ref** SB06632  
**Invoice No.** SB20241002  
**VAT No.** GB 440 4982 50  
**Email:** sba@pkf-l.com  
**Date:** 15 August 2024

## INVOICE

Professional services rendered in connection with the following:

Limited assurance review of Annual Governance & Accountability Return for year ended 31 March 2024	£2,100.00
Additional charges (where applicable) as detailed on attached appendix A	£0.00
Additional fees (where applicable) as detailed by separate cover	£0.00
<b>TOTAL NET</b>	<b>£2,100.00</b>
VAT @ 20%	£420.00
<b>TOTAL PAYABLE</b>	<b>£2,520.00</b>

**THIS IS A STATUTORY FEE WHICH MUST BE PAID. PAYMENT IS DUE ON RECEIPT OF INVOICE**

The fees and charges are in accordance with the fee scales set by Smaller Authorities' Audit Appointments Ltd which can be found at <https://www.saaa.co.uk/audit-fees/>

**For payments by cheque, please return the remittance advice with your payment to:  
PKF Littlejohn LLP, Credit Control (SBA), 5<sup>th</sup> Floor, 15 Westferry Circus, Canary Wharf, London E14 4HD**

**For payments by credit transfer, our bank details are:-**

**HSBC Bank plc  
Address: 1-3 Bishopsgate, London, EC2N 3AQ  
Sort Code: 40-02-31  
Account number: 11070797  
Account Name: PKF Littlejohn LLP  
Please include ES0070 or Peacehaven Town Council as the reference.**

**For account queries, contact [sba@pkf-l.com](mailto:sba@pkf-l.com)**

**PKF Littlejohn LLP**  
15 Westferry Circus,  
Canary Wharf, London  
E14 4HD

**T: +44 (0)20 7516 2200**  
**[www.pkf-l.com](http://www.pkf-l.com)**



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**Date:** 15 August 2024

## REMITTANCE ADVICE

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15 Westferry Circus,  
Canary Wharf, London  
E14 4HD

**T: +44 (0)20 7516 2200**  
**[www.pkf-l.com](http://www.pkf-l.com)**

George Dyson  
Town Clerk

☎ (01273) 585493  
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,  
Meridian Way,  
Peacehaven,  
East Sussex,  
BN10 8BB.

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## FINANCIAL REGULATIONS

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These Financial Regulations were adopted by the council at its meeting held on

## 1. General

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

- **the outcome of a review of the effectiveness of its internal controls**
- **approving accounting statements;**
- **approving an annual governance statement;**
- **borrowing;**
- **declaring eligibility for the General Power of Competence; and**
- **addressing recommendations from the internal or external auditors**

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of £10,000.

## **2. Risk management and internal control**

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

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

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

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

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

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

2.6. At least once in each quarter, and at each financial year end, a member other than the Chair or an authorised signatory shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign and date the reconciliations and the original bank statements as evidence of this. This activity, including any exceptions, shall be reported to and noted by the Policy & Finance Committee.

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

### **3. Accounts and audit**

3.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.

3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**

- **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
- **a record of the assets and liabilities of the council;**

3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual Governance and Accountability Return.

3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual Governance and Accountability Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.

3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**

3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.

3.7. The internal auditor shall be appointed by the council and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.

3.8. The council shall ensure that the internal auditor:

- is competent and independent of the financial operations of the council;
- reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
- can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and

- has no involvement in the management or control of the council

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

- perform any operational duties for the council;
- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.

3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

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

#### **4. Budget and precept**

**4.1. Before setting a precept, the council must calculate its council tax budget requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**

4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by the council at least annually in October for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the Chair of the Council or relevant committee. The RFO/Clerk will inform committees of any salary implications before they consider their draft their budgets.

4.3. No later than November each year, the RFO shall prepare a draft budget with detailed estimates of all income and expenditure for the following financial year taking account of the lifespan of assets and cost implications of repair or replacement.

4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. Unspent funds for partially completed projects may only be carried forward by placing them in an earmarked reserve with the formal approval of the full council.

4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the Policy & Finance committee no later than the end of November each year.

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

## 5. Procurement

- 5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.
- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with these the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.
- 5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Public Contracts Regulations 2015 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.**
- 5.5. Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 6.12) obtain prices as follows:
- 5.6. For contracts estimated to exceed £60,000 including VAT, the Clerk shall seek formal tenders from at least three suppliers agreed by the council.
- 5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation<sup>1</sup> regarding the advertising of**

---

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



**contract opportunities and the publication of notices about the award of contracts.**

- 5.8. For contracts greater than £5,000 excluding VAT the Clerk or RFO shall try to seek at least 3 fixed-price quotes;
- 5.9. where the value is between £1,000 and £5,000 excluding VAT, the Clerk or RFO shall try to obtain 3 estimates which might include evidence of online prices, or recent prices from regular suppliers.
- 5.10. For smaller purchases, the Clerk or RFO shall seek to achieve value for money.
- 5.11. No individual member or group of members outside of a committee or council meeting is authorised to purchase any goods on behalf of the council.
- 5.12. Contracts must not be split into smaller lots to avoid compliance with these rules.**
- 5.13. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:
- i. specialist services, such as legal professionals acting in disputes;
  - ii. repairs to, or parts for, existing machinery or equipment;
  - iii. works, goods or services that constitute an extension of an existing contract;
  - iv. goods or services that are only available from one supplier or are sold at a fixed price.
- 5.14. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council or relevant committee. Avoidance of competition is not a valid reason.
- 5.15. The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- 5.16. Individual purchases within an agreed budget for that type of expenditure may be authorised by:
- The Clerk, under delegated authority, for any items below £3,000 excluding VAT.
  - the Clerk, in consultation with the Chair of the Council or Chair of the appropriate committee, for any items below £5,000 excluding VAT.
  - a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under £10,000 excluding VAT
  - in respect of grants/SLA's, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council.
  - the council for all items over £10,000
- Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail.
- 5.17. No individual member, or informal group of members may issue an official order or make any contract on behalf of the council.

- 5.18. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council or a duly delegated committee acting within its Terms of Reference except in an emergency.
- 5.19. In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to £5,000 excluding VAT on repair, replacement or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to the council as soon as practicable thereafter.
- 5.20. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless the council is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.
- 5.21. Any ordering system can be misused and access to them shall be controlled by the RFO
- 5.22. Purchase orders should be provided for all orders.

## **6. Banking and payments**

- 6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with Barclays Bank. The arrangements shall be reviewed annually for security and efficiency.
- 6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.
- 6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by the RFO.
- 6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) will be summarised to avoid disclosing any personal information.
- 6.5. All payments shall be made by online banking/cheque, in accordance with a resolution of the council or duly delegated committee or a delegated decision by an officer, unless the council resolves to use a different payment method.
- 6.6. For each financial year the RFO may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council or a duly delegated committee may authorise in advance for the year.

- 6.7. A list of such payments shall be reported to the next appropriate meeting of the Policy & Finance Committee for information only.
- 6.8. The Clerk and RFO shall have delegated authority to authorise payments {only} in the following circumstances:
  - i. any payments of up to £3,000 excluding VAT, within an agreed budget.
  - ii. payments of up to £5,000 excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.
  - iii. 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 the Policy & Finance committee.
- 6.9. The RFO shall present invoices requiring authorisation to two authorised signatories for signing. The Policy & Finance committee shall be informed of the payments list retrospectively.

## **7. Electronic payments**

- 7.1. Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The bank mandate agreed by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process. The Clerk may be an authorised signatory, but no signatory should be involved in approving any payment to themselves.
- 7.2. All authorised signatories shall have access to view the council's bank accounts online.
- 7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.
- 7.4. The Service Administrator shall set up all items due for payment online. Copies of the relevant invoices, shall be presented to two authorised signatories for payment authorisation
- 7.5. In the prolonged absence of the Service Administrator an authorised signatory shall set up any payments due before the return of the Service Administrator.
- 7.6. Two councillors and or the Clerk who are authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.
- 7.7. A full list of all payments made in a month shall be provided to the next Policy & Finance meeting and appended to the minutes.
- 7.8. With the approval of the council in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are signed/approved by two authorised

members. The approval of the use of each variable direct debit shall be reviewed by the council at least every two years.

- 7.9. Payment may be made by BACS or CHAPS by resolution of the council provided that each payment is approved online by two authorised bank signatories, evidence is retained and any payments are reported to the council at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 7.10. If thought appropriate by the council, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed or approved online by two members, evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by the council at least every two years.
- 7.11. Account details for suppliers may only be changed upon written notification by the supplier verified by the RFO. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every two years.
- 7.12. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.
- 7.13. Remembered password facilities other than secure password stores requiring separate identity verification should not be used on any computer used for council banking.

## **8. Cheque payments**

- 8.1. Cheques or orders for payment in accordance with a resolution or delegated decision shall be signed by two members
- 8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment.
- 8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.
- 8.4. Any signatures obtained away from council meetings shall be reported to the Policy & Finance Committee at the next convenient meeting.

## **9. Payment cards**

- 9.1. Any Credit Card issued for use will be specifically restricted to the Clerk and the RFO and will also be restricted to a credit limit of £1,000.
- 9.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.
- 9.3. Any corporate credit card account opened by the council will be specifically restricted to use by the Clerk and RFO. Any Trade Card can be used by any

employee of council only with line manager approval and any balance shall be paid in full each month.

- 9.4. Personal credit or debit cards of members or staff should not be used under any circumstances

## **10. Petty Cash**

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

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

## **11. Payment of salaries and allowances**

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

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

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

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

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

11.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook.

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

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

## **12. Loans and investments**

- 12.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.
- 12.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.
- 12.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 12.4. All investment of money under the control of the council shall be in the name of the council.
- 12.5. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 12.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

### **13. Income**

- 13.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 13.2. The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk. The RFO shall be responsible for the collection of all amounts due to the council.
- 13.3. Any sums found to be irrecoverable and any bad debts shall be reported to the council by the RFO and shall be written off in the year. The council's approval shall be shown in the accounting records.
- 13.4. All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.
- 13.5. Personal cheques shall not be cashed out of money held on behalf of the council.
- 13.6. The RFO shall ensure that VAT is correctly recorded in the council's accounting software and that any VAT Return required is submitted from the software by the due date.
- 13.7. Where significant sums of cash are regularly received by the council, the RFO shall ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control record such as ticket issues, and that appropriate care is taken for the security and safety of individuals

banking such cash. Cash should be banked using a secure cash collection service wherever possible.

#### **14. Payments under contracts for building or other construction works**

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

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

#### **15. Assets, properties and estates**

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

15.2. The RFO shall ensure that an appropriate and accurate Register of Assets over £100 and all Investments are kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.

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

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

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

#### **16. Insurance**

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

16.2. 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.

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

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

## **17. Suspension and revision of Financial Regulations**

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

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

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



## **Appendix 1 - Tender process**

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

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<b>Committee:</b>	Policy & Finance	<b>Agenda Item:</b>	PF1041
<b>Meeting date:</b>	17 <sup>th</sup> September 2024	<b>Authors:</b>	Town Clerk
<b>Subject:</b>	<b>Revisions to Standing Orders</b>		
<b>Purpose:</b>	To Discuss		

**Recommendation(s):**

To discuss whether any revisions are needed to Standing Orders.

**1. Background**

At the Annual Council meeting in May 2024, it was agreed that the Council would adopt Standing Orders with a provision that they could be reviewed within 6 months. The Standing Orders as adopted have been in use since that agreement.

**2. Options for Council**

- To agree to review Standing Orders
- To agree that Standing Orders do not need further review until the next Annual Council meeting.

**3. Reason for recommendation**

In line with the resolution made at the Annual Council meeting. The Clerk reviews Standing Orders on an Annual basis ahead of the Annual Council meeting. A Council needs effective Standing Orders as they represent the written rules of Council and are essential to regulate the proceedings of meetings.

Many elements of Standing Orders represent statutory requirements and therefore cannot be changed.

**4. Expected benefits**

**a. The community**

Having a Council that operates effectively and transparently.

**b. The environment**

N/A

**c. Other**

Crucial for internal governance.

## 5. Implications

5.1 Legal	Local Government Act 1972
5.2 Risks	Standing Orders help reduce risk by enforcing compliance with statutory requirements.
5.3 Financial	Refer to Financial Regulations.
5.4 Time scales	Adopted annually.
5.5 Stakeholders & Social Value	
5.6 Contracts	
5.7 Climate & Sustainability	
<b>5.8 Crime &amp; Disorder</b>	
<b>5.9 Health &amp; Safety</b>	
<b>5.10 Biodiversity</b>	
<b>5.11 Privacy Impact</b>	Sets responsibilities for data protection requirements.
<b>5.12 Equality &amp; Diversity</b>	

## 6. Appendices

Current Standing Orders.



# Peacehaven Town Council Standing Orders

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Adopted by Council on 21<sup>st</sup> May 2024

## **INTRODUCTION**

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.

### **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.

References to "chair" and "vice-chair" in the context of meetings of the whole council shall mean "Mayor" and "Deputy Mayor".

## **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 chair 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 chair 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 chair of the meeting, is expressed in writing to the chair.
- h A councillor may move an amendment their 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 chair 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 chair of the meeting.
- k One or more amendments may be discussed together if the chair 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 chair 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 they 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 they consider has been breached or specify the other irregularity in the proceedings of the meeting they are concerned by.
- q A point of order shall be decided by the chair of the meeting and their 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 chair 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 their 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 three minutes without the consent of the chair 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 chair of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chair of the meeting to moderate or improve their conduct, any councillor or the chair 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 chair 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 of a meeting does not include the day on which the notice was issued or the day of the meeting.**
- d **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.
- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed fifteen minutes unless directed by the chair of the meeting.



- g Subject to standing order 3(f), a member of the public shall not speak for more than three 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 chair of the meeting may direct that a written or oral response be given.
- i A person shall raise their hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort). The chair 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 their comments to the chair of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chair 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 Chair of the Council may in their absence be done by, to or before the Vice-Chair of the Council (if there is one).**
- p **The Chair of the Council, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Vice-Chair of the Council (if there is one) if present, shall preside. If both the Chair and the Vice-Chair 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 chair 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 their casting vote whether or not they gave an original vote.**

*See standing orders 5(h) and (i) for the different rules that apply in the election of the Chair 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/her/their 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, noting those that have given apologies;
- 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 their 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 three 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 one day before the meeting that they are unable to attend, substitute members shall have full rights for voting;
  - vi. shall, after it has appointed the members of a standing committee, appoint the chair of the standing committee;
  - vii. shall permit a committee other than a standing committee, to appoint its own chair 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.
- e Councillors who cannot attend a committee or sub-committee can appoint a councillor to attend in their absence. The absent councillor must advise the Proper Officer of the nomination.
- f All Councillors who are not members of a committee or sub-committee are entitled to attend the said meeting and participate, but shall not have a vote. Non committee or sub-committee members shall be excluded for confidential items, unless the chair grants express permission to remain.

## **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 Chair and Vice-Chair (if there is one) of the Council.**
- f **The Chair of the Council, unless they have resigned or become disqualified, shall continue in office and preside at the annual meeting until their successor is elected at the next annual meeting of the Council.**
- g **The Vice-Chair of the Council, if there is one, unless they resign or become disqualified, shall hold office until immediately after the election of the Chair of the Council at the next annual meeting of the Council.**
- h **In an election year, if the current Chair of the Council has not been re-elected as a member of the Council, they shall preside at the annual meeting until a successor Chair of the Council has been elected. The current Chair of the Council shall not have an original vote in respect of the election of the new Chair 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 Chair of the Council has been re-elected as a member of the Council, they shall preside at the annual meeting until a new Chair of the Council has been elected. They may exercise an original vote in respect of the election of the new Chair of the Council and shall give a casting vote in the case of an equality of votes.**
  
- j Following the election of the Chair of the Council and Vice-Chair (if there is one) of the Council at the annual meeting, the business shall include:
  - i. **In an election year, delivery by the Chair 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 Chair of the Council of their 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 Chair of the Council may convene an extraordinary meeting of the Council at any time.**
- b **If the Chair 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 chair 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 chair of a committee[or a sub-committee does not call an extraordinary meeting within seven days of having been requested to do so by two members of the committee or the sub-committee, any two 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 6 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 chair 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 fourteen 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 seven 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 chair 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 chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, they shall sign the minutes and include a paragraph in the following terms or to the same effect:
 

“The chair 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/her/their 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 they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which they has a disclosable pecuniary interest. They may return to the meeting after it has considered the matter in which they had the interest.
- c Unless they 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 they have another interest. They may return to the meeting after it has considered the matter in which they had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made by the Proper Officer and that decision is final.
- f A dispensation request shall confirm:
  - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
  - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
  - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
  - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered [by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting 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 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 Chair of Council of this fact, and the Chair 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 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 ten days before the meeting confirming his/her/their withdrawal of it;
- iii. **convene a meeting of the Council for the election of a new Chair of the Council, occasioned by a casual vacancy in their 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 Chair or in their absence Vice-Chair (if there is one) of the Planning and Highways 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 Planning & Highways committee;
- xvi. manage access to information about the Council via the publication scheme; and
- xvii. retain custody of the seal of the Council 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;

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 **£30,000** 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 £30,000 but less than the relevant thresholds referred to in standing order 18(f) is subject to the “light touch” arrangements under Regulations 109-114 of the Public Contracts Regulations 2015 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 or by email to an email address set up specifically for tender submissions;
  - v. tenders shall be opened by an Officer of the Council 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. **Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**

## **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 chair of the Personnel committee or, if they are not available, the vice-chair (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 chair of the Personnel committee or in their absence, the vice-chair and the chair of Council or in their absence, the vice-chair, shall upon a resolution conduct a review of the performance and annual appraisal of the work of the Town Clerk. The targets set shall be reported to Council at the next suitable meeting.
- 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 chair of the Personnel committee or in their absence, the vice-chair 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 a staff member relates to the chair or vice-chair 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. **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/her/their personal data.**
- c **The Council shall have a written policy in place for responding to and managing a personal data breach.**
- d **The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.**
- e **The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.**
- f **The Council shall maintain a written record of its processing activities.**

## **22. RELATIONS WITH THE PRESS/MEDIA**

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

## **24. COMMUNICATING WITH DISTRICT AND COUNTY COUNCILLORS**

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

## **25. RESTRICTIONS ON COUNCILLOR ACTIVITIES**

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

## **26. STANDING ORDERS GENERALLY**

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least ten councillors to be given to the Proper Officer in accordance with standing order 9.

- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chair of a meeting as to the application of standing orders at the meeting shall be final.
- e Councillors will, where possible, attend all training delivered by, or on behalf of, Peacehaven Town Council. Expenditure for additional travel to and from training will be reimbursed by the council.
- f Councillors who have breached standing orders will, by resolution of the council, be reported to the District Monitoring Officer.

George Dyson  
Town Clerk

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<b>Committee:</b>	Policy & Finance	<b>Agenda Item:</b>	PF1042
<b>Meeting date:</b>	17 <sup>th</sup> September 2024	<b>Authors:</b>	Town Clerk
<b>Subject:</b>	<b>Terms of Reference for a Working Group looking at a potential town merger</b>		
<b>Purpose:</b>	To discuss		

**Recommendation(s):**

**That the Committee agree to review the terms of reference for the Working Group to look at a potential town merger with Telscombe Town Council, to report back to the next meeting of Full Council.**

**1. Background**

This was discussed at Full Council in March 2024, when Council agreed to defer the item for 6-months, and that the Terms of Reference needed further development.

**2. Options for Council**

To review the Terms of Reference and report back to the next Full Council meeting

To not review the Terms of Reference and submit the same document that previously went to Council.

**3. Reason for recommendation**

In line with Council resolution under item C1199.

**4. Expected benefits**

**a. The community**

To be considered and consulted on by Working Group.

**b. The environment**

To be considered and consulted on by Working Group.

**c. Other**

## 5. Implications

5.1 Legal	Legislation relating to Community Governance Reviews
5.2 Risks	To be explored by WG
5.3 Financial	None at this stage
5.4 Time scales	Next Full Council is 8 <sup>th</sup> October 2024
5.5 Stakeholders & Social Value	To be explored by WG
5.6 Contracts	N/A
5.7 Climate & Sustainability	To be explored by WG
<b>5.8 Crime &amp; Disorder</b>	To be explored by WG
<b>5.9 Health &amp; Safety</b>	To be explored by WG
<b>5.10 Biodiversity</b>	To be explored by WG
<b>5.11 Privacy Impact</b>	To be explored by WG
<b>5.12 Equality &amp; Diversity</b>	To be explored by WG

## 6. Appendices

Copy of Draft Terms of Reference

# **Peacehaven & Telscombe Merger**

## **Working Group - Draft Terms of Reference**

### **1. Background**

1.1 Peacehaven & Telscombe Town Councils have resolved that a joint working group be established with the aim to explore options of grouping and merging the two town councils.

### **2. Purpose/Objectives**

2.1 The purpose of the working group is to investigate the feasibility and implications of merging the existing Peacehaven Town Council and Telscombe Town Council into a single new council serving both towns.

2.2 The Working group objective is to bring a report on the feasibility of all possible options for consideration and discussion at both town councils.

### **3. Principles**

3.1 In establishing the working group, it is deemed appropriate that the group is provided with and accepts these terms of reference.

3.2 The working group membership shall remain balanced between the town councils and any political affiliations.

3.3 The working group membership shall be restricted to members and Officers of Peacehaven Town Council and Telscombe Town Council in the first instance, although the group may consult with any person for the purpose of achieving their objectives.

3.4 The working group is not delegated any financial or decision-making authority.

3.5 Peacehaven and Telscombe Town Councils retain autonomy over their decisions, and each must vote separately and independently on any recommendation from the working group.

### **4. Tasks and activities**

4.1 The working group will investigate:

a. The financial implications of merging the two councils, including budgets, reserves, assets and liabilities, staff costs and council tax levels

b. The administrative implications, including payroll, IT systems, procedures, premises and democratic representation

c. The service implications for residents and businesses currently provided separately by each council

- d. The legal process and legislative requirements surrounding each possible option
- e. The views and preferences of residents, businesses and other stakeholders in both towns
- f. All possible options such as shared services or closer partnership working without full merger
- g. Examples and experiences of other town councils that have merged

## **5. Roles and Responsibilities**

5.1 The working group will carry out the following roles:-

- a. Review financial reports, budgets, procedures and legal documentation
- b. Conduct an initial feasibility study and analysis
- c. Engage with both existing town councils and senior officers
- d. Undertake community and stakeholder consultation in both towns
- e. Compare with other examples of council mergers

## **6. Decision Making**

6.1 The working group has no decision-making authority and may only produce recommendations for each Council to consider.

## **7. Conduct**

7.1 It is expected that all working group members abide by the principles and practice of the Councillors Code of Conduct including declarations of interest.

All members of the working group will declare any personal interest that may be perceived as being relevant to any decisions or recommendations made by the group. This may include membership of an organization, ownership of interest in land (directly or indirectly) or a business or indeed any other matters likely to be relevant to the work being undertaken.

7.2 The working group shall apply the following principles:-

- a. Be clear and open when their individual roles or interests are in conflict.
- b. Work together for the benefit of the communities established in the Towns.
- c. Treat everyone with dignity, courtesy and respect regardless of their age, gender, sexual orientation, ethnicity, or religion and belief.
- d. Treat other members of the group with respect and dignity, allowing members to express their views without prejudice and interruption.

e. Actively promote equality of access and opportunity.

## **8. Group Membership – Initial Feasibility Stage**

8.1 Subject to ratification by both Town Councils, the working group will be formed from Town Councillors and Council Officers.

8.2 Each Town Council may appoint 4 members and 1 Council Officer to the working group.

8.3 The working group shall agree amongst themselves which member of the group shall Chair the meeting and another member to take notes.

## **9. Meetings & Voting**

9.1 The working group will keep minutes of meetings which will be open to public scrutiny.

9.2 The minutes of each meeting will be taken back to each Town Council for review.

## **10. Finance**

10.1 No financial resources are allocated to the working group – if the group considers a need for expenditure, this must be made as a recommendation for the respective Town Council (or relevant Committee of the Town Council) to consider.

10.2 Free of charge room hire may be requested for meetings from either Town Council, which the Town Council shall grant subject to availability.

## **11. Changes to the Terms of Reference**

11.1 These Terms of reference will be reviewed every six months throughout the project and amended as required. Any amendments are to be ratified by both Councils.

## **12. Dissolution of the Group**

12.1 The working group shall be dissolved immediately upon presenting its completed report setting out findings and recommendations on whether merging the two town councils is desirable and feasible to each respective Council.





# Peacehaven Town Council

## Peacehaven Town Council's Summer Fair

Within this document from this point on the Summer Fair will be known as an 'Event', and the stall hirers known as 'hirers'.

PTC accepts no liability for the acts or omissions of hirers.

### VENUE

Every other year Peacehaven Town Council operates a summer fair in Centenary Park (The Big Park), Piddinghoe Avenue BN10 8RJ; showcasing local community groups, charities and businesses.

Centenary Park is located close to the number 12 and 14 bus service from Brighton and Eastbourne. The nearest bus stop is situated at Mayfield Avenue on the A259.

## Terms & Conditions of Hire / Health and Safety

### A. TERMS AND CONDITIONS OF HIRE

#### 1. APPLICATION, DEPOSIT & ADDITIONAL CHARGES

1.1 The current charges for plots at the Event are as follows:-

- i. Charity / Community Groups - £10
- ii. Local Businesses 3m x 3m maximum – from £15 (larger plots available on application [info@peacehaventowncouncil.gov.uk](mailto:info@peacehaventowncouncil.gov.uk))
- iii. Food and drink vendors, and larger commercial businesses (dependent upon commercial activity and space required) – from £100 (price on application [info@peacehaventowncouncil.gov.uk](mailto:info@peacehaventowncouncil.gov.uk)).

1.2 Where relevant, evidence of the hirer's charitable or community group status must be produced by any organisation hiring the plot.

1.3 An application form (available from the Information Office, or via e-mail: [info@peacehaventowncouncil.gov.uk](mailto:info@peacehaventowncouncil.gov.uk)) will need to be completed.

1.4 PTC's Information & Events Officer must receive the hirer's application form completed in full otherwise the booking request will not be processed.

1.5 The hirer can only attend the Event if the plot has been approved by PTC.

#### 2. PAYMENT & CANCELLATION FEES

2.1 Once the hirer's plot has been approved, confirmation will be sent with a request for an immediate payment; this can be arranged by either debit/credit card or in person prior to the Event to the Information and Events Officer by calling 01273 585493 or emailing [info@peacehaventowncouncil.gov.uk](mailto:info@peacehaventowncouncil.gov.uk). THERE WILL BE NO PROVISIONS FOR PAYMENTS ON THE DAY.

**2.2 PLOTS ARE NON-REFUNDABLE** Peacehaven Town Council has the authority to cancel the Event due to harsh weather at any stage before or during the Event, no refund will be due.

**3. INSURANCE** Hirers **must** arrange their own public liability insurance for the period of hire and must produce a copy of this before the Event takes place.

**4. RISK ASSESSMENT** The hirer is responsible for completing their own risk assessment, relevant to the day and the activities they are undertaking, and must provide a copy of this to PTC before the Event takes place.

## **5. RESPONSIBILITIES OF THE HIRER**

**5.1** All debris to be cleared after the Event has finished.

**5.2 Smoking and vaping** PTC will not allow tobacco, or vaping devices, to be sold at the Event.

**5.3 Banned and restricted items** Hirers must observe current government guidelines with regard to sale or availability of noxious substances, offensive weapons and other banned or restricted items.

**5.4** Hirers must not sell any item which PTC considers inappropriate, or anything illegal, offensive, or counterfeit.

**5.5** PTC has zero tolerance to drug abuse. Any person found using, supplying or in possession of illegal drugs will be asked to leave and the Police will be notified.

**5.6 Single use plastic** PTC has adopted a policy not to use single use plastic in all our buildings/venues. Hirers are encouraged to follow this policy when hiring our facilities. The following items are examples of strictly prohibited items, but is not an exhaustive list:

- i. No Silly string
- ii. No Plastic Straws & Plastic Stirrers
- iii. No Plastic glitter
- iv. No Balloons.

## **6. CONDITIONS OF HIRE**

### **6.1 Access and Parking**

**6.1.1** The entrance for hirers is via Piddinghoe Avenue.

**6.1.2** PTC ask hirers to provide their contact name, business name and proof of invoice when entering the site.

**6.1.3** On entering the site (via Piddinghoe Ave), the 5mph speed limit must be adhered to and hirer's vehicle hazard lights are to be flashing at all times while their vehicle is moving.

**6.1.4** Hirers will be able to access the site and set up from 8.30am onwards and must be ready by 10.30am. No cars are to be moved from the site until the end of the Event. Only **ONE** car is included on site per plot at any one time.

**6.1.5** Should hirers require a second car on your plot, this can be arranged at time of booking for an additional fee of £5.

**6.1.6** There will be no other car parking facilities on site, the only exception being for Blue Badge Holders, located next to the site (the café end of Centenary Park); alternative car parking is available along South Coast Road (A259).

**6.1.7** Hirers must be aware of pedestrians, bike riders and dogs while driving on site (the park is a public venue).

**6.1.8** Due to the number of people expected on site, no vehicles will leave the park until 4.00pm.

**6.1.9 No vehicles (other than Emergency services) will be allowed to enter or leave the park after 9.30am, until the Event is finished.**

## **6.2 Stalls**

**6.2.1** Hirers will need to provide their own stall.

**6.2.2** PTC does not provide gazebos, tables, chairs, electricity, generators, or a power supply, so hirers are to bring what is needed.

**6.2.3** Hirers must erect their stall securely.

**6.2.4** Please note that hirers will be liable for any damage to their allocated area.

**6.2.5** All stalls will be inspected by Peacehaven Town Council staff prior to opening.

**6.2.6** Hirers' allocated plot number will be provided prior to the Event taking place and this will be communicated via email. Hirers will need this plot number and receipt of payment when arriving to the venue – this can be either shown digitally or printed. Hirers may not be accepted on site without this information.

**6.2.7** The positioning of the stalls will be determined by Peacehaven Town Council in the park and there will be no refund or negotiation regarding this matter.

## **6.3 Power Supply**

**6.3.1** Diesel, petrol and LPG generators will be the hirer's responsibility and accepted on site providing they are earthed, all moving parts are properly guarded and any cables used do not constitute a tripping hazard.

**6.3.2** Hirers will be asked what plans they have for their business to reduce or offset carbon emissions for this Event.

**6.3.3** Hirers use of electrical equipment must not create a risk to the public or themselves. Cables must not create a trip hazard.

**6.3.4** Electrical equipment exposed to the weather should be protected by means of suitable and sufficient covers, enclosures or shelters and all electrical equipment should be located so that members of the public or unauthorised workers cannot touch it.

**6.3.5** Electrical equipment should be tested and certified by a competent person.

**6.3.6** Any gas cylinders on-site must be suitably secured (i.e. upright and secured to prevent toppling). All equipment must have relevant certificates and be described in the hirer's application form.

**6.3.7** Hirers are responsible for their own Health and Safety and that of their employees and the public in the vicinity of their unit.

**6.3.8** If cooking, a suitable flooring surface must be provided e.g. board or lino that adequately protects the ground from oil, spillages, and damage etc.

**6.4 Alcohol** No alcohol may be sold on the premises without the hirer (or another person on their behalf) having the necessary licence(s) and permission(s) to do so, including the permission of PTC.

**6.5 Fire safety** The use of candles (unless battery-operated) and BBQs is prohibited.

**6.6 Mobile Food Vehicles, Food Vendors, or Hirers selling some sort of food** Must comply with current government legislation and provide the following documents to PTC, by emailing [info@peacehaventowncouncil.gov.uk](mailto:info@peacehaventowncouncil.gov.uk), to be kept on file in accordance with the law:-

- a. Public Liability Insurance
- b. Up to date Food Business Registration Certificate with a local authority
- c. Food Hygiene rating at Level 4 or above
- d. Food Safety certificate at Level 2 or above
- e. Current Gas Safety Certificate, if applicable.

**6.7** Hirers who provide food must bring a wipeable surface, such as a PVC tablecloth, to cover the table surface and if cooking food in close proximity to the public must provide appropriate barriers, which must be included in the hirer's risk assessment.

**6.8** Vendors of food or drink for immediate consumption please refrain from selling drinks in glass containers or bottles.

### **6.9 Litter Management**

**6.9.1** Hirers are to ensure their area is left clean and tidy, and bag all litter generated by their stall; hirers are responsible for their own waste and must either put litter in the bins provided or take it home with them. Charges will be made for any litter not disposed of appropriately.

**6.9.2** Any rubbish generated by hirers must be contained away from the public.

**6.9.3** Litterbins provided by hirers must be emptied to prevent overflow and the rubbish contained away from the public.

**6.9.4** Hirers are responsible for disposing of the litter within their stall space and will need to maintain the cleanliness of their stall throughout the Event.

**6.9.5** Each stall will be inspected pre, during and post Event.

**6.10 Advertising** – Hirers should obtain the approval of East Sussex County Council Highways Department before placing advertising posters on the highway and 4 weeks' notice is required.

### **6.11 Late Arrivals**

**6.11.1** Latecomers will not be allowed on site in vehicles after or before times stated. Hirers may carry equipment on site manually if they arrive late but will not receive a refund if they choose not to attend.

**6.11.2** All hirers must be respectful of other hirers and their plots.

**6.11.3** Hirers found encroaching beyond the confines of the allocated space, and not complying with the requests from Peacehaven Town Council staff will be asked to comply, or otherwise will be asked to close.

**6.12 Security** Although Peacehaven Town Council will have security at the park, all goods and personal belongings remain the responsibility of hirers. Peacehaven Town Council is not responsible for any loss or damage. Hirers are responsible for their own insurance cover.

**6.13** There will be a number of Event Staff and volunteers on site during the day of the fair who are available to help with any problems or queries. All issues should be reported to a member of the Event Staff who

can be found around site (wearing high-vis tabards) or at the **Peacehaven Town Council Information Tent**.

#### **6.14 First Aid and Toilet Facilities**

**6.14.1** Hirers will be required to provide appropriate first aid equipment for themselves and their employees (commercial stall holders). First aid facilities are provided on site. In the event of an emergency an ambulance will be called.

**6.14.2** In the event of an emergency, contact the Information Point. Anyone in a high vis jacket can relay any messages in case of an emergency. Staff/security will relay any information to Event Control;

**6.14.3** Toilet Facilities will be available.

**6.15 Evacuation Plan** PTC Staff will issue instructions via the MC; it is the responsibility of stall holders and attendees to the Event to follow these instructions. The safety of staff and members of the public are our priority.

**6.16 Communication Protocol** If you see anything that warrants further investigation, please contact one of the Event staff, they will in turn contact the Police if not already on site. Some examples of potential risks:-

- i. Unattended package/bag
- ii. Individuals or groups hanging around money collection points being told by a member of public or staff team that there is reason for concern.

**6.17 Lost Children** The Peacehaven Town Council Information Tent will be the lost or found children's tent which can be found on site, a site map will be available at the Event, and any lost or found children should be taken to this tent. Peacehaven Town Council staff will take appropriate action, and if a child cannot be found, or a child cannot be reunited with their responsible adult, then police will be involved, in accordance with PTC's Safeguarding Policy (available on the Town Council website <https://www.peacehaventowncouncil.gov.uk/policies>).

**6.18 Lost / Stolen Property** that has been handed in can be found at the Information Tent. Details of any items that have been reported lost or found will be taken and noted at the Information tent. If hirers find that they have been a victim of theft or crime, report it to the nearest Police Officer, Events Team member or a Steward. Hirers details will be taken, and the matter handed to the police.

**6.19 Complaints** must be reported to the Information Tent, where the complaint will be logged and dealt with in line with the Peacehaven Town Council complaints policy (available on the Town Council website <https://www.peacehaventowncouncil.gov.uk/policies>). The hirer may also wish to send complaints to [info@peacehaventowncouncil.gov.uk](mailto:info@peacehaventowncouncil.gov.uk), or by post for the attention of the Town Clerk, marked private and confidential if preferred, at Peacehaven Town Council, Meridian Centre, Meridian Way, Peacehaven, East Sussex BN10 8BB.

**7. AMENDMENT OF CONDITIONS** - PTC reserves the right to amend the conditions set out herein and to apply further conditions to any particular letting that it may consider necessary. PTC reserves the right to alter bookings if necessary.

**8. DATA PROTECTION** - Personal information is kept securely by PTC once the hirer's application is processed in accordance with all relevant data protection legislation. It will be used only to provide a requested service, kept for as long as necessary to provide that service and will not be disclosed to any third party without the hirers prior permission or unless we are required to do so by law. PTC may use these details to contact the hirer for future Events and not for any other purpose. If hirers would prefer that PTC do not contact them at all in the future, or ask us to amend or delete their details then PTC can be

informed of this by hirers emailing or phoning the Information Officer 01273 585 493 or [Info@peacehaventowncouncil.gov.uk](mailto:Info@peacehaventowncouncil.gov.uk).

## **B. HEALTH AND SAFETY REQUIREMENTS (Also included in T&Cs above)**

### **1. LEGAL REQUIREMENTS**

All entertainment Events are classed as work activities and are therefore subject to the HASW Act and various regulations and Codes of Practice. The following legislation and guidance must be adhered to:-

- 1.1 Health & Safety at Work etc. Act 1974 section 4 (2), (HASW Act)
- 1.2 Regulatory Reform (Fire Safety) Order 2005
- 1.3 The Management of Health & Safety at Work Regulations 1999
- 1.4 Occupier's Liability Act 1957 & 1984
- 1.5 Successful health and safety management - HSG65
- 1.6 Health & Safety Executive Guidance Notes HSG 195 "The Event Safety Guide"
- 1.7 Safety Risk Assessment Guide – [Open Air Events and Venues](#)
- 1.8 All guidance from the food standards agency <https://www.food.gov.uk>
- 1.9 The Food Imitations (Safety) Regulations 1989.

**2. APPLICATION** - PTC operates a robust health and safety regime with zero accident tolerance and therefore requires the hirer to follow the same safety principles.

**3. RISK ASSESSMENT REQUIREMENTS** - Under the legislation the hirer is required to carry out their own Risk Assessments. Guidance and risk assessment templates are available from the Health & Safety Executive website.

### **4. INSURANCE**

**4.1** It is the hirer's duty to ensure their reasonable safety and of members of the public and to ensure that all Terms & Conditions are adhered to.

**4.2** It is the hirer's responsibility to ensure that suitable insurance cover is in place, including the public liability insurance, and be able to produce evidence of this upon request.

**5. ACCIDENT REPORTING** - The reporting of any incidents or accidents should be initially raised at the information tent, and then made directly to the Town Clerk on 01273 585 493 and logged at <https://www.peacehaventowncouncil.gov.uk/irf>, and will be subsequently investigated.

I \_\_\_\_\_ (PRINT) on behalf of \_\_\_\_\_

**Agree to abide by the above terms and conditions of hire and health & safety regulations.**

**SIGNED:** \_\_\_\_\_ **DATED:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**COUNTERSIGNED ON BEHALF OF PEACEHAVEN TOWN COUNCIL:**

**PRINT**

**DATED**

**SIGNED**

# Appendix 1: Booking Form

Please sign below to acknowledge that you fully understand and will adhere to the Terms & Conditions listed in this document and return to: [Info@peacehaventowncouncil.gov.uk](mailto:Info@peacehaventowncouncil.gov.uk)

Information and Events Officer  
Peacehaven Town Council  
Community House  
Meridian Centre  
Peacehaven East Sussex BN10 8BB

Name:

Signed:

E-Mail address:

Home/business  
Address:

Contact No.

Type of stall or  
activity:

Size Plot:

4m	8m	Other (on request)
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Number of plots:

Number of cars:

What plans do  
you have for your  
business to  
reduce or offset  
carbon emissions  
for this Event.

Peacehaven Town Council is committed to ensuring that your privacy is protected and will only use and store your personal data in line with the Data Protection Act 2018. We collect and use your personal data only for the purpose that you have provided it to us. We will not disclose your personal data to any third parties unless we need to do so to provide a service to you. This may include sharing your personal data with Peacehaven Town Council staff or Councillors, Lewes District Council, and/or East Sussex County Council. The Councils' Privacy Policy sets out how we collect, use, and securely hold your data, and can be viewed on the Council website.

George Dyson  
Town Clerk

☎ (01273) 585493

✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,  
Meridian Way,  
Peacehaven,  
East Sussex,  
BN10 8BB.

<b>Committee:</b>	Policy & Finance	<b>Agenda Item:</b>	PF1044
<b>Meeting date:</b>	17 <sup>th</sup> September 2024	<b>Authors:</b>	Town Clerk
<b>Subject:</b>	<b>Members Allowances Policy</b>		
<b>Purpose:</b>	To discuss		

**Recommendation(s):**

**To agree whether to recommend a change to the amount paid as a Members Allowance, to be ratified at the Annual Council meeting in May 2025.**

## 1. Background

The Local Authorities (Members Allowances) (England) Regulations 2003 allows Town & Parish Councils to pay an allowance to elected members. When setting the allowance, the Town Council should take into consideration the guidance of the remuneration panel when setting this.

The Council discussed this in March 2024 (item C1200). As part of the Members Allowances Policy, the decision will be ratified at the Annual Council Meeting in May 2025, however, the recommendation for Full Council to ratify needs to be agreed before the end of the budgetary setting period to allow us to ensure that any increases are correctly budgeted.

The Town Council currently pays a £250 annual allowance to members, and budgets £3500 each year for this. In the 2023/24 Financial year, 11 Councillors opted to receive this payment (3 Councillors are currently ineligible due to being co-opted and 3 others chose to not take the allowance).

The report (included in background papers) recommends that the Town Council could pay up to a £750 allowance per year. This would represent a necessary budgetary increase of £9250.

## 2. Options for Council

1. To keep the members allowance at £250 per year.
2. To increase the members allowance to the maximum £750 per year.
3. To increase the members allowance to an amount between options 1 and 2.

## 3. Reason for recommendation

In line with statutory requirements, remuneration panel report, and Peacehaven Town Council policy.



#### 4. Expected benefits

##### a. The community

Ensuring that Councillors are able to cover the costs of carrying out their roles supporting the Community.

##### b. The environment

Promoting environmental objectives as part of the role of a Councillor.

##### c. Other

#### Implications

5.1 Legal	The Local Authorities (Members Allowances) (England) Regulations 2003
5.2 Risks	Public perception of precept increase to cover cost. Ensuring that councillors are not out of pocket carrying out their roles.
5.3 Financial	Up to £12,750 per year.
5.4 Time scales	Ratification at May 2025 Annual Council meeting.
5.5 Stakeholders & Social Value	
5.6 Contracts	
5.7 Climate & Sustainability	
<b>5.8 Crime &amp; Disorder</b>	
<b>5.9 Health &amp; Safety</b>	
<b>5.10 Biodiversity</b>	
<b>5.11 Privacy Impact</b>	In line with publication scheme.
<b>5.12 Equality &amp; Diversity</b>	Allowance available to all elected members.

#### 5. Appendices

Report from District Remuneration Panel.

PTC Members allowances policy.



**REPORT OF THE INDEPENDENT REMUNERATION PANEL**

**FOR**

**LEWES PARISH AND TOWN  
COUNCILS**

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**NOVEMBER 2023**

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## Report from the Parish and Town Councils Independent Remuneration Panel November 2023

### 1. Introduction

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The Parish Remuneration Panel was convened by Lewes District Council as the 'Responsible Authority' so required by the 2003 Regulations:

The Local Authorities (Members Allowances) (England) Regulations 2003  
Statutory Instrument 2003 No. 1021 and the amendment – Statutory Instrument 2003 No. 1692

The Guidance issued on these regulations for Parish Allowances/ or Members of Parish Council is:

*"91. Parish councils may choose to pay their members an allowance, known as 'parish basic allowance', to recognise the time and effort they put into their parish duties. There is no obligation on parish councils to pay such allowances. Each parish council may make an allowance available to its chair only, or to each of its members. Where all members receive an allowance, the amount payable to the chair may be different to that paid to other members, but otherwise the amount paid to each member must be the same. Parish basic allowance is a discretionary allowance. It may be paid in a lump sum, or at intervals throughout the year.*

*92. If a parish council wishes to pay a basic allowance, it should have regard to a recommendation from its parish remuneration panel. This is a panel set up to make recommendations to parishes in its area. The membership of a parish remuneration panel will be the same as the independent remuneration panel of the district or county council within whose area the parish is situated. The panel will make a recommendation as to whom basic allowance should be paid, and the level of the allowance."*

*(New Council Constitutions: Guidance on Regulation for Local Authority Allowances, DCLG, 2003)*

## 2. Terms of Reference

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The Panel was asked to consider and make recommendations to Parish and Town Councils regarding:

- Basic Allowance
- Chairs Allowance
- Travel and Subsistence Allowance
- Indexing

### The Parish and Town Independent Remuneration Panel

The Parish Independent Remuneration Panel comprised of the same membership as the Independent Remuneration Panel which met via MS Teams on the **14<sup>th</sup> and 15<sup>th</sup> November 2023** to review the allowances for Lewes District Council and Eastbourne Borough Council. The members of the panel are set out below:

The Panel comprised the following members:

- Mark Palmer, Development Director, South East Employers (Chair)
- Daphne Bagshawe, .MA JP, Consultant on Local Government
- Ian Buckingham, Management Consultant and Former Local Resident.

The Panel meeting was held in private session.

The report recommendations apply to the twenty-two Parish and Town Councils within the boundaries of Lewes District Council. The last review was undertaken in January 2020.

## 3. Approach

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All Parish and Town Councils were invited to provide views through a questionnaire that was sent to all twenty-two Councils and responses were received from **eleven** of the Councils. A summary of the responses is included as Appendix 1.

The Panel paid close attention to the Government Guidance in arriving at the recommendations.

## 4. Arriving at the Recommendations

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The Panel was of the view that whilst parish councillors did not stand for office for any financial reward, an allowance could actively support someone in the councillor role and that it was essential to be able to attract parish councillors from a wide range of backgrounds. Councillors should also not be out of pocket for undertaking the role.

The recommendations are based on the information provided from the responses to the questionnaire, the interviews and consideration was given to:

- Frequency of meetings
- The number of Committees
- Levels of responsibility and
- Hours worked

## 5. Recommendations

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### Basic Allowance

The Local Authorities (Members Allowances) (England) Regulations 2003 Statutory Instrument 2003 No. 1021 state the basic allowance recommended by a Parish Independent Remuneration Panel can be for any amount up to 100 per cent of the Basic Allowance paid by Lewes District Council.

**The Panel therefore recommends that those parishes who feel that a basic allowance would be appropriate should be able to pay an amount up to 15% of the recommended Basic Allowance of Lewes District Council.**

The recommended Basic Allowance for the Council for 2024/25 is £5,002 subject to any indexation; **15% of this is £750 per annum, subject to any indexation. This should in accordance with the statutory regulations only be paid to Councillors who are elected not those co-opted.**

### Chair's Allowance.

Should any Parish or Town wish to set an allowance for Chair, in addition to the civic and ceremonial allowance then the Panel is again given authority to award any amount up to 100 per cent of the basic allowance paid by Lewes District Council.

The Panel did receive responses in respect of the increasing levels of responsibility and hours worked by Chairs of the Councils.

**The Panel therefore recommends that those parishes who feel that a chair's allowance is appropriate should be able to pay an amount up to 30% of the proposed Basic Allowance for Lewes District Council**

**The recommended Chair's Allowance is therefore any amount up to £1,500, 30% of the proposed Basic Allowance for Lewes District Council.**

### Travel and Subsistence.

The Panel recommends that the Parish and Town Councils should pay Travel and Subsistence Allowances in line with those agreed as part of the Members Allowances Schedule for the District Council.

### Indexation of Allowances

The indexation of the allowances paid to Members of the Parish and Town councils should be in accordance with the indexation applied to Members Allowances at the District Council. The recommended approach to indexation is in line with the District Councils annual staff salary increase when applicable.

### Forgoing Allowances.

A councillor may choose not to receive all or part of any allowance to which they would otherwise be entitled. To do so they must give written notice to the proper officer of the Parish/Town council.

## **Publicity**

With- regard to the allowances, the Panel recommends that the Parish Councils act in accordance with the following guidance (Section 5, Paragraph 30 of the Regulations (SI2003 No. 1021):

*“Parish councils are required to publicise their allowances in a notice or notices conspicuous in their area. These notices must remain in place for at least 14 days. In addition, they must make a record of the allowances they have paid available for inspection at reasonable notice. They must provide copies of this record on request and may charge a reasonable fee for this. Parishes must also publish details of the parish remuneration panel reports. Again, these are minimum requirements, and parish councils may wish to go further in making local people aware of their allowances scheme and payment levels. For- example they may wish to circulate details of their allowances in the parish newsletter, if they have one, place them on a website, or publish them in one or more local newspapers.”*

The Panel recommends that the Parish Clerk should also publicise the allowances scheme to all Parish and Town Councillors

## **Implementation**

The Panel recommends the new allowances should be implemented from May 2024. If a decision on allowances has not been made by Lewes District Council before the start of the new municipal year then allowances payable to Parish Councillors can be backdated to May 2024.

**Mark Palmer- Chair, Independent Remuneration Panel**

**Daphne Bagshawe- Independent Remuneration Panel**

**Ian Buckingham- Independent Remuneration Panel**

**November 2023**





## **MEMBERS' ALLOWANCES POLICY**

### **1. Introduction**

1.1 The Local Authorities (Members' Allowances) (England) Regulations 2003 came into force on 1 May 2003. The regulations apply to local authorities in England only and substantially change the system that previously existed.

### **2. Types of allowance**

2.1 These regulations allow Town and Parish Councils to pay a **basic parish allowance** (Regulation 25) to its chairman only or to each of its elected members. Co-opted members do not qualify for the basic parish allowance. The amount payable to the chairman may differ from that of other members (i.e. a higher sum could be paid because of extra duties that may be required of the chairman) but otherwise the sum shall be the same for each member.

2.2 The regulations also allow payment of a **parish travelling and subsistence allowance** (Regulation 26). Travel and subsistence allowance can be paid to elected and co-opted members. Parish and Town Council members are not entitled to claim a dependants' carer's allowance.

2.3 The Local Government Act 1972 s.15 (5) states a local council may pay a **chairman's allowance** for the purpose of enabling him to meet the expenses of his or her office. A co-opted member elected as the chairman is entitled to the chairman's allowance, but not the basic parish allowance.

2.4 The basic parish allowance and chairman's allowance are not salaries. They are figures calculated to cover expenses which are normally associated with the duties of being a local councillor. Travelling and subsistence allowances are used to reimburse members for specific expenses incurred while attending meetings, training course or events on behalf of the council.

### **3. Setting levels of allowances**

3.1 Regulation 27 of The Local Authorities (Members' Allowances) (England) Regulations 2003 states that a parish remuneration panel may be established by a responsible authority, which is defined as a district or unitary authority.

3.2 When convened, a parish remuneration panel will produce a report making recommendations including:

- The amount of basic parish allowance payable to elected members
- The amount of chairman's allowance payable (if different to the basic parish allowance)
- The amount of travelling and subsistence allowance payable

3.3 Parish and Town Councils must take into account these recommendations when setting their levels for allowances.

#### **4. Procedure and payment**

- 4.1 Payment of the basic parish allowance will be made quarterly in arrears to eligible members. Payment of the chairman's allowance will be made in accordance with the Mayor's Handbook arrangements. Travel and subsistence allowances are treated as expenses, and reclaimed via an expenses claim form.
- 4.2 When paying participation allowances to elected members, local councils are obliged by law to deduct income tax, where appropriate, under the PAYE system. It is unlikely National Insurance Contributions will need to be considered as the allowances are likely to be below the lower earnings limit.
- 4.3 At the end of the financial year, the council must publish a notice in a conspicuous place for a period of at least 14 days stating the total amount that it has paid for all Member allowances.
- 4.4 A member is able to elect in writing to the Town Clerk that he or she wishes to forgo all or part of their entitlement to the allowances.
- 4.5 The council is required to maintain records of payments made in respect of the allowances specifying the name of the recipient and the nature of the allowance. These records can be inspected by any local government elector for the parish or town without payment of a fee upon giving reasonable notice. Copies must be provided if so requested, for which a reasonable fee can be charged.

#### **5. Agreed allowances for Peacehaven Town Council**

- 5.1 Peacehaven Town Council pays allowances under the applicable legislation as below:
- A basic parish allowance to all eligible members - Local Authorities (Members' Allowances) (England) Regulations 2003
  - A chairman's allowance - Local Government Act 1972 s.15 (5)
  - A parish travelling and subsistence allowance to all members - Local Authorities (Members' Allowances) (England) Regulations 2003
- 5.2 The level of allowances will be set annually at the May meeting. The council will take into account the recommendations of the parish remuneration panel when setting their levels for allowances.



# Peacehaven Town Council

## **Beekeeping Policy**

The purpose of this document is to provide guidance to prospective beekeepers who wish to place bee hives within Peacehaven Town Land and Amenities. It sets out the process to follow and the actions that have to be taken prior to formal approval being given by the respective Council Officer.

### **Stage 1 – Initial consideration**

Any person wishing to keep bees within the Town on land or amenities, which is the responsibility of the Town Council, should first speak to the Town Clerk. The Council Town Clerk will issue them with a copy of this document for initial consideration and guidance.

This document should be read in conjunction with the document LO15 produced by the British Beekeepers Association and provide evidence of Membership.

In order that the initial request for the positioning of a bee hive can be progressed, the suitability of the site has to be determined and agreed by both the landowner / the Town Council in the first instance, before the process can continue.

Any person wishing to keep bees must undertake to abide by any rules stipulated and must satisfy the site manager/s of their competence or that they have arranged adequate supervision, or will undertake appropriate training from the Beekeeping Association.

### **Stage 2 – Consultation and management requirements**

Once the site suitability has been determined in principle, it will be necessary to satisfy the requirements detailed in stage 2 in order that the proposals can be formally approved by the Council at the Leisure, Amenities, and Environment Committee.

### **Consulting process**

All stakeholders of the site must be consulted as to their views on siting a hive on the site. This should be carried out by representatives of the Council by asking plot holders to fill in a questionnaire (or simple tick sheet). At least 75% of stakeholders should be in agreement.

The Council must also inform/advise those neighbouring properties directly affected, in order to satisfy themselves that those properties have no objections to the siting of bee hives on the site and to also take the opportunity to alleviate any concerns that they may have. Ideally, letters should be written providing the relevant details. If felt advantageous, a personal visit may be appropriate. Records should be kept of any replies received/concerns raised.

Provided the majority of consultees have no objections, hives can be placed on site subject to the requirements below being met. However, if any major concerns have been raised it must be considered as to how these will be addressed.

Government Allotment legislation is specific in that plot holders cannot trade on an allotment site for profit. (Small Holdings and Allotment Act 1908 Section 22), as the prime use is for an allotment holder to provide food for the immediate family. However it makes provision for limited sale of surplus produce – provided that the allotment is mainly cultivated for consumption by the plot holder and their family there is no legal constraint on selling surplus produce, and any proceeds should be reinvested in running and developing the site.

### **Carry out a risk assessment**

- Make sure all eventualities are covered.
- That any risks are identified
- There are actions identified to control any risks identified.
- Measures are in place to prevent bees swarming.

A person keeping bees must satisfy the site management that they have made adequate arrangements to ensure that any problems caused by their bees in their absence will be resolved, for example a nominated person that can step in the bee keeper's absence. Up to date contact details of a primary and secondary qualified and insured beekeeper should be made available on a site notice board in case of emergencies.

The Council will be responsible for ensuring the conditions are met on which bees are permitted.

The Council requires that a person wanting to keep bees will be a member of the local Beekeeping Association. Membership of a Beekeeping Association provides members with third party / public liability insurance through their affiliation to the British Beekeepers' Association. The BBKA also offers support and advice for beekeepers.

Beekeepers are advised to have a recognised qualification such as the BBKA Basic Assessment and be reasonably competent.

The hives must be registered and available for inspection by the Regional Bee Inspector.

The prospective beekeeper must ensure that they have insurance cover. It should be considered that all allotment sites have restricted public access and unforeseen incidents can happen. It is recommended that the level of cover is £10 million public liability, and that beekeepers must provide evidence of such on an annual basis. A record should be kept on file by the Allotment Association.

### **Stage 3 – Formal Approval**

Once the requirements of Stage 1 and 2 have been met, the Council will confirm in writing that the plot holder/beekeeper has been granted permission to place bee hives on site.

The beekeepers, if not already, should receive a tenancy agreement if on public space or Council owned property.

Prior to bringing any bee hives onto the site, all required documentation such as insurance details, confirmation of membership to the BBK Association and evidence of required qualifications shall be given to the Council for their records.

## **Stage 4 – Operational requirements**

### **Siting of bee hives**

Bees must be carefully placed to be away from footpaths and direct thoroughfares.

No more than 3 hives should be grouped together, with the exception of the land allocated at The Big Park / Centenary Park, which has been specifically created for such purpose.

Do not place hives in positions from which flight paths impinge on other site users or pathways.

Arrange for hives to be sited in a remote area away from other site users.

Limit the number of colonies in any area.

Ensure that bees are encouraged to rise in excess of 2 metres or 6 feet, on leaving the hive to ensure that the flight path is not directly over other plots. This can be achieved by the use of a fine mesh screen of a gauge of less than 10mm. In some locations, it could be appropriate to use hedging or wooden fencing.

The bees should be screened for two reasons, so not to draw attention to them and to create a barrier to ensure the bees fly upward quickly to their normal flight height.

### **Handling of bees**

The beekeeper should as far as they are able ensure that the strain of bees used is gentle, for example by using a queen from a docile strain.

Do not handle bees when other people are gardening in the immediate vicinity.

Do not allow the strength of colonies to increase to swarming strength in an unmanaged way.

Handling bees should be done at times when the bees are very active.

Endeavour to ensure there is someone else on site in case of emergency when handling bees.

A source of water should be easily accessible to the bees and be in place before the bees are established. Otherwise bees may congregate around taps or any open water.

When opening hives every care should be taken to ensure that it is not a busy time (i.e. busy weekend afternoons.), and that the weather conditions are favourable (not raining, windy or thundery).

Signage notification, a "Beekeeper at work" sign placed prominently while the beekeeper is working and for around half an hour after will ensure that no one walks too near unless they want to.

All swarm precautions will be taken. It must be noted that swarms do happen sometimes and may also come from other sources.

Phone numbers in case of emergencies should be clearly displayed on a notice board. If beekeepers were happy to show any interested parties the hives then additional sets of protective clothing could be made available.

## **Education**

Consideration could be given to arranging an initial session/briefing for stakeholders to learn and be educated about the bees, how the beekeepers are planning to operate and advice on what to do in case of emergencies etc.

Once established, there could be further opportunities to extend the education process with the neighbouring schools, either by way of talks, site visits and honey tasting etc.

## **Complaint process**

Initially, any complaints from plot holders or members of the public should be directed to the site Manager for consideration and hopefully resolution. If the site manager is unable to deal with the complaint then it should be referred to the Town Clerk and in turn the Chair of the Council.

Should it arise that several complaints are made then it may be necessary for a re-evaluation of the appropriateness of the siting of bee hives on the particular site to be undertaken.

Adopted: 14<sup>th</sup> February 2017

Reviewed: 8<sup>th</sup> November 2022

Next Review Due by: 7<sup>th</sup> November 2024



# Peacehaven Town Council

## Tree Works & Inspection Policy

### 1. Hazards to be assessed

In order for a tree to pose a hazard there must be a likelihood of failure and the risk that having failed the tree will cause damage. To assess this, the following key areas must be addressed:

- The likelihood of failure
- The size of the piece most likely to fail (from a branch to a whole tree)
- The presence of a target (something that may be affected by the event of failure)

### 2. Compliance with statutory acts

The legal requirements to prevent any hazards, which may be caused by a tree failure, are covered by the Health and Safety at Work Act 1974, Countryside and Rights of Way Act 2000 (CRoW), the Wildlife and Countryside Act 1981, and in Civil law under the Occupiers' Liability Acts 1957 & 1984.

### 3. Council responsibilities

3.1. Trees are an intrinsic and key element of the natural landscape and for the wildlife they support.

3.2. The council has a duty to do all that is reasonably practicable to ensure that the trees remain healthy and to ensure they do not pose a threat to the safety of the public and property.

3.3. To achieve this, the council will put in place the following inspection regime:

- A rolling three year inspection of all trees on council owned and managed sites. The inspection will be carried out by a qualified tree consultant in conjunction with a qualified member of staff.
- An annual inspection of trees will be carried out by a member of staff, who has a LANTRA basic tree survey and inspection qualification
- Trees that are noted as requiring attention will be logged by tag number, species, size and age. The actions required and priority will also be noted. The location of the trees will be indicated on a map.
- Work will only be carried out on trees for reasons of safety or conservation management.
- Requests from residents for tree management due to issues with overshadowing and falling debris/leaves and concerns about general tree size in proximity to property and overhanging will not usually be taken forward.

#### **4. Remedial works to trees**

Where remedial works to trees are identified, action can be taken in two ways:

- If the tree poses an imminent threat to safety, the member of staff will take action to make the tree safe under delegated powers as permitted under the Local Government Act 1972 s.101. The matter will be reported to the next appropriate committee meeting.
- Where trees do not pose an immediate threat or need other work, these can be held until the next appropriate committee meeting.

#### **5. Remedial works by in-house staff**

In cases where the work is within the capabilities of in-house resources, the Parks Officer must ensure that all the work can be carried out safely, prior to the works commencing. All staff must be issued with the appropriate safety equipment and be suitably qualified to carry out the task.

#### **6. Outsourcing works**

6.1. When in-house resources are not qualified to carry out the work or are unavailable, a specialist tree surgeon may be employed to undertake the work.

6.2. The contractor must be suitably qualified and have adequate insurance cover.

6.3. Prior to commencing the work, a method statement and risk assessment must be provided by the contractor. The council maintains a list of approved contractors that meet the criteria.

#### **7. Tree preservation orders and conservation areas**

Where any tree is subject to a tree preservation order or is located in a conservation area, the appropriate application must be made for the works to be undertaken.

#### **8. Memorial trees**

Any works carried out to memorial trees must be reported back to the appropriate committee either before or after the work is carried out, depending on the urgency.

Adopted: July 2020

Reviewed: 8<sup>th</sup> November 2022

Next Review Due: 7<sup>th</sup> November 2024





# Peacehaven Town Council

## Applying for Grants Policy

### *Contents*

1. Introduction
2. References
3. Routes to apply for grants
  - i. Underlying principles
  - ii. Council led applications
  - iii. Committee led applications
  - iv. Officer led applications
4. Monitoring the Policy
5. Records and reporting lines
6. Policy Review

## 1. Introduction

Peacehaven Town Council is committed to maximising opportunities to obtain external grant funding to support projects, events, facilities, sustainability measures, and any other Council functions. Grant funding supports the delivery of services and improvements without the need for increases to the precept demand.

## 2. References

Government Strategy for Grants Management

Local Government Act 1972

Local Government Act 2003

The Community Infrastructure Levy Regulations 2010

PTC Standing Orders & Financial Regulations

## 3. Routes to apply for grants

### i. Underlying principles

Committees, Sub-Committees, or an Officer of the Council can discharge functions on behalf of the Council (Local Government Act 1972 s101). This provision does not extend to Councillors outside of a committee setting. Therefore, there are 3 ways in which grant applications can be progressed:

- Agreement at Full Council
- Agreement at a Committee or Sub-Committee
- By an Officer

Individual Councillors, or groups of Councillors outside of Committee settings cannot make applications.

However a grant application is progressed, Standing Orders, Financial Regulations, Terms of Reference, Scheme of Delegation, and any statutory provisions must be adhered to at all times.

The 3 ways to progress applications are detailed as follows:

### ii. Council led applications

At a meeting of Full Council, a resolution can be passed to apply for a grant.

Full Council can commit the Town Council to projects, match funding, and agree to enter into legal deeds as part of the grant funding in line with Standing Orders and Financial Regulations.

### iii. Committee/ Sub-Committee led applications

At a meeting of a Standing Committee, a resolution can be passed to apply for a grant.

The Committee can commit the Town Council to projects and match funding only if it is within the Committee budget and Committee Terms of Reference.

A Committee or Sub-Committee cannot agree to enter into any legal deeds as part of the grant funding. Committees can also only commit funding up to the thresholds in Financial Regulation 4.1.

Sub-Committees will need to refer to their individual Terms of Reference, but unless specifically stated a sub-committee usually does not have any financial authority.

iv. Officer led applications

Officers can make a grant application on behalf of Council under a delegated authority, however, cannot commit the Council to any match funding or agree to enter into any legal deeds.

**4. Monitoring the policy**

The implementation of this policy shall be monitored by Peacehaven Town Council's Policy & Finance Committee.

**5. Records and reporting lines**

Records shall be kept of all grants applied for and the outcomes of the applications in order to monitor the success rate of grant applications. This information shall be reported back to the Policy and Finance Committee.

**6. Policy Review**

This policy shall be reviewed 3-yearly or following any changes to legislation affecting the contents of this policy.

Policy adopted:

Review Date:

**Mayor of  
Peacehaven  
Brand Guidelines - V1.**



<b>Logo</b>	<b>P3 - 4</b>
<b>Colours</b>	<b>P4 - 5</b>
<b>Typography</b>	<b>P6</b>
<b>Photography</b>	<b>P6 - 7</b>
<b>Tone of voice</b>	<b>P8</b>
<b>Resources</b>	<b>P9</b>

### At a glance...

<b>What we talk about</b>	Community, Inclusion, Wellbeing, Civic duties, Charity.
<b>What we convey</b>	Leadership, friendliness, openness, and caring for the town.
<b>How we talk</b>	Directly to the reader, in first person, colloquial, inclusive language.
<b>How we refer to ourself</b>	The Mayor of Peacehaven (informal) The Worshipful the Mayor of Peacehaven (formal)

# Logo



Whenever possible shown with a white background and logo in PTC Green

## PTC Green

#116333

RGB: rgb(17,99,51)

HSL: hsl(144.9,70.7%,22.7%)

## White

#ffffff

RGB: rgb(255,255,255)

HSL: hsl(144.9,0%,100%)

If a dark background is being used then a white logo can be used.

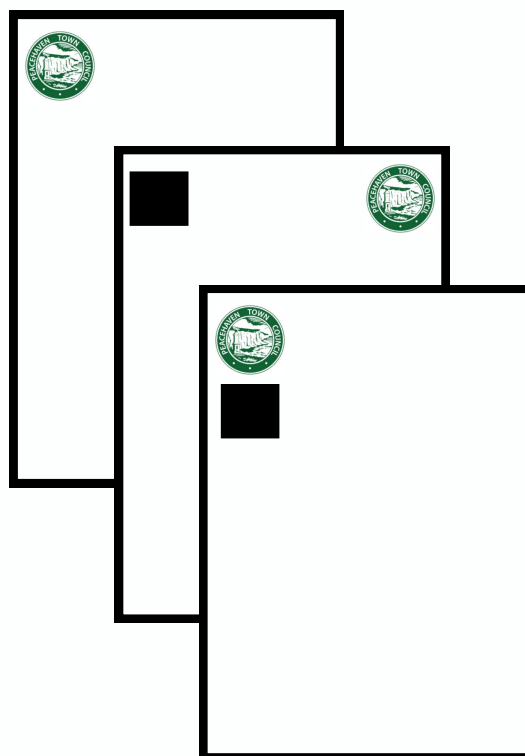


When shown on an A4 document, the logo should measure a maximum of 55mm (208px) in height/width, with at least an 8mm (30px) clear area around the logo.

These sizes should be scaled equivalent to the document size.

On any publications from the Mayor of Peacehaven. the logo should appear on the top left hand side of the document.

If a publication is in conjunction with another organisation, and multiple logos are being used, the the Peacehaven logo should appear on top of, or to the right hand side of the other logo(s), and never smaller.



## Grey

#4E4E4E  
RGB: rgb(78,78,78)  
HSL: hsl(0,0%,30.6%)

## Special Circumstance

When in National Mourning, a grey logo shall be used on all publications.

# Colour

The 9 main colours that the Mayor of Peacehaven uses are shown on page 5, the colours are best used alone or in small combinations. They are vibrant, engaging and help bring our brand to life.

When using colour with an image, choose a colour from the palette that complements the image. Limit the number of colours used and always use the correct colour breakdowns: Hex or HSL for print and RGB for on-screen use.

## PTC Green

#116333

RGB: rgb(17,99,51)

HSL: hsl(144.9,70.7%,22.7%)

## Light Mustard

#FDD947

RGB: rgb(253,217,71)

HSL: hsl(48.1,97.8%,63.5%)

## White

#FFFFFF

RGB: rgb(255,255,255)

HSL: hsl(144.9,0%,100%)

## Calico

#A88466

RGB: rgb(168,132,102)

HSL: hsl(27.3,27.5%,52.9%)

## Navajo Turquoise

#1280A1

RGB: rgb(18,128,161)

HSL: hsl(193.8,79.9%,35.1%)

## Tangerine

#F18801

RGB: rgb(241,136,1)

HSL: hsl(33.8,99.2%,47.5%)

## Black

#000000

RGB: rgb(0,0,0)

HSL: hsl(0,0%,0%)

## Light Salmon

#F2E8CF

RGB: rgb(242,232,207)

HSL: hsl(42.9,57.4%,88%)

## Deep Purple

#220135

RGB: rgb(34,1,53)

HSL: hsl(278.1,96.3%,10.6%)



# Typography

## Ariel

The Mayor should use the Ariel font which provides a clean cut look. Variations when using the font are as follows;

Size - typically 11 or 12pt in written communication, however may be up to 28pt for headings.

Colour - black is usually preferable, however for some headings this may vary. In all instances it should be in line with the colour options on page 5.

Spelling & Grammar - good English must be used in any communication from the Mayor, with particular care taken for spelling and grammatical correctness.

Font variations - Where emphasises are required, the **bold**, *italics*, and/or underline functions may be used.

# Photography

When attending any engagements, the Mayor should strive to obtain photographs, which should be sent to the Civic Officer for publication/ circulation as appropriate, supplemented with suitable text.

It would typically be expected that photographs at engagements would include they Mayor with the hosts/ organisers, any other dignitaries, and with members of the community, taking into account the following guidelines.



Photographs of the Mayor are key to the brand so must reflect the Mayor's core values:

- **Community**
- **Inclusion & Belonging**
- **Civic Duty**
- **Participation & Engagement**
- **Fun**
- **Connection**



The best photographs should focus on the emotional response to activities rather than simply showing the activities themselves.

# Tone of voice

The way The Mayor conveys a message is just as important as the content of the message, whether in person, in print or online. It conveys a personality and helps speak in a single, distinct voice. It helps cut through the noise and stand out from the crowd.

## **The Mayor should:**

- Use short sentences and snappy headlines.
- Avoid unnecessary information
- Use active language
- Use simple language, not jargon
- Use contractions such as 'we're' instead of 'we are'.
- Use down to earth, relatable examples

## **The Message should be:**

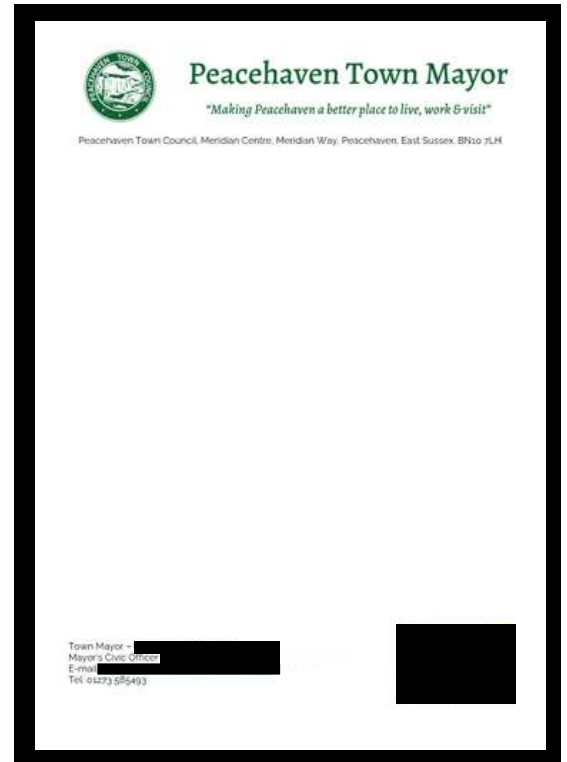
- Easy to understand
- Community focused
- Only formal where necessary (e.g. some Civic occasions)
- Empathetic to our residents
- Written in the first person
- Friendly and caring
- Positive

## **Keep it inclusive:**

- Use neutral terms when generalising
- Avoid personal opinion at all times
- Don't make assumptions about the reader
- Put the person first
- Be direct with the message - don't risk misinterpretation
- Never use stereotypes
- Think kindly

# Resources

Template headed paper and compliment slips are available on the P:/ drive.



Please speak with the Civic Officer with any queries from this document.

George Dyson  
Town Clerk

☎ (01273) 585493

✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,  
Meridian Way,  
Peacehaven,  
East Sussex,  
BN10 8BB.

<b>Committee:</b>	Policy & Finance	<b>Agenda Item:</b>	PF1049
<b>Meeting date:</b>	17 <sup>th</sup> September 2024	<b>Authors:</b>	Town Clerk
<b>Subject:</b>	<b>Community House Sub-Committee</b>		
<b>Purpose:</b>	To discuss		

**Recommendation(s):**

**To discuss the role of the Community House Sub-Committee and consider any changes to the Sub-Committee terms of reference.**

## 1. Background

The Community House Sub-Committee was formed at the P&F meeting in June 2023 (item PF886) with the following Terms of Reference set:

- a. *The Sub-Committee will report to Policy and Finance every six weeks. The Sub-Committee will meet at least once every six weeks and on demand when called by the chair.*
- b. *To liaise with Morrisons regarding the redevelopment:*
- c. *To ensure best value for residents.*
- d. *To develop plans and engage outside expertise as required to achieve carbon neutral status for the building by 2030.*
- e. *To develop contingency plans should Community House not be accessible for staff, Councillors and residents and the provision of alternative services including bus services, information office and use of other premises.*

These Terms of Reference are primarily centred around the need to liaise with Morrisons and supporting the plans towards Community House becoming Carbon Neutral. Communication with Morrisons is currently on hold, and a decarbonisation report has been received with details of steps needed to take to make Community House Carbon Neutral.

A number of these roles are also duplicated by the 10-year plan working group, which was set up at the last Policy & Finance Committee meeting.

2 Sub-Committee meetings have been cancelled, and 1 deferred due to lack of agenda items, and meetings that do take place are often only around 20 minutes, with Councillors and Officers coming in for these short meetings.

## 2. Options for Council

1. To keep the sub-committee as it is
2. To revise the Terms of Reference for the sub-committee
3. To put the sub-committee on hold pending restarting of meetings with Morrisons
4. To close the sub-committee

### 3. Reason for recommendation

To ensure effectiveness of the Committee structure and efficient use of resources.

### 4. Expected benefits

#### a. The community

Ensuring that the sub-committee is fit for purpose.

#### b. The environment

Working towards Community House being Carbon Neutral.

#### c. Other

### Implications

5.1 Legal	Local Government Act 1972
5.2 Risks	
5.3 Financial	Cost of Officer time for the meeting, as well as agendas and papers.
5.4 Time scales	
5.5 Stakeholders & Social Value	
5.6 Contracts	
5.7 Climate & Sustainability	
<b>5.8 Crime &amp; Disorder</b>	
<b>5.9 Health &amp; Safety</b>	
<b>5.10 Biodiversity</b>	
<b>5.11 Privacy Impact</b>	In line with publication scheme.
<b>5.12 Equality &amp; Diversity</b>	

### 5. Appendices

George Dyson  
Town Clerk

☎ (01273) 585493  
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,  
Meridian Way,  
Peacehaven,  
East Sussex,  
BN10 8BB.

<b>Committee:</b>	Policy and finance	<b>Agenda Item:</b>	PF1050
<b>Meeting date:</b>	17 <sup>th</sup> September 2024	<b>Authors:</b>	Responsible Financial Officer
<b>Subject:</b>	<b>Approval to spend from EMR</b>		
<b>Purpose:</b>	To agree		

**Recommendation(s):**

**To approve the additional costs associated with the agreed fence repairs to come from the Big Park Reserve / Current budget**

**1. Background**

It was agreed at the P&F meeting on 9<sup>th</sup> July to fund the fence repairs from the Big Park Earmarked Reserve at no more than £3092.00 +vat.

**2. Options for Council**

The Parks Officer has had to order more fencing, circa £800 and the committee need to decide;

- 1) Use the current year budget to fund the additional costs (4101/315)
- 2) Fund the additional costs from the Big Park Earmarked reserve

**3. Reason for recommendation**

The additional costs will be to cover the whole area affected.

**4. Expected benefits**

**a. The community**

N/A

**b. The environment**

N/A

**c. Other**

**5. Implications**

5.1 Legal	
5.2 Risks	
5.3 Financial	£800.00

5.4 Time scales	
5.5 Stakeholders & Social Value	yes
5.6 Contracts	
5.7 Climate & Sustainability	
<b>5.8 Crime &amp; Disorder</b>	
<b>5.9 Health &amp; Safety</b>	
<b>5.10 Biodiversity</b>	
<b>5.11 Privacy Impact</b>	yes
<b>5.12 Equality &amp; Diversity</b>	





# Peacehaven Town Council

## The Dell – General Hire: Terms & Conditions of Hire/ Health and Safety

Within this document from this point on General Hire will be known as an 'Event'.

PTC accepts no liability for the acts or omissions of hirers. It is the hirer's duty to ensure the reasonable safety of all employees, volunteers and attendees at the Event

### A. TERMS AND CONDITIONS OF HIRE

#### 1. APPLICATION, DEPOSIT & ADDITIONAL CHARGES

The current charge for hiring The Dell for general hire is £160.00 and you will receive an invoice 4 weeks before the Event. A reduced rate may be available to charitable organisations and community groups.

A non-refundable booking fee of £10.00 will be charged to cover the costs of administration.

**1.1 A refundable deposit will usually be required at time of booking** The deposit will be £50; this sum will be returned after inspection of the premises has taken place, providing that ALL the conditions have been observed. Part or all of the deposit may be retained by Peacehaven Town Council (PTC) in the event of any infringement of these conditions.

**1.2** Where relevant, authenticated evidence of an organisation's charitable or community group status must be produced by any organisation hiring the premises. Collections of any type should not be carried out at the entrance gate, to reduce the build-up of traffic on the A259.

**1.3 Water Supply** – If this is required £10 per day must be paid. Application form available from the Town Council office.

**1.4** PTC has the right to cancel a booking at any time.

**1.5** PTC has the right to refuse a booking at any time.

#### 2. PAYMENT & CANCELLATION FEES

All fees due must be paid to the Information Officer at least 14 days before the hiring. If lettings are cancelled by the hirer less than 14 days before the day of the hire the £50 deposit will be retained as well as the booking fee. If lettings are cancelled by the hirer less than 7 days before the day of the hire the hiring charge will also be retained.

#### 3. PUBLIC LIABILITY

It is the hirer's responsibility to ensure that suitable public liability insurance is in place for the period of the hire, and produce a copy of this to the Town Clerk **at least 14 days** before the Event takes place.

#### **4. RISK ASSESSMENT**

The hirer is responsible for completing their own risk assessment, reviewed annually as a minimum, for the activities they are undertaking. A copy of the risk assessments must be produced and forwarded to the Town Clerk at least 14 days before the Event takes place.

#### **5. RESPONSIBILITIES OF THE HIRER**

**5.1 Key** – Hirers must collect the keys to the main gates to The Dell from the Town Council office on the Friday prior to the Event and return them on the Monday following the Event.

**5.2 Weather** - The hirer is responsible for damage to the ground caused by their hire. PTC's decision as to the cause of damage will be final and PTC will require reimbursement in full for all financial loss in respect of such damage. If the weather is so wet that it has made the site unfit, the hirer should consult PTC; if out of PTC working hours, hirers are expected to exercise discretion.

**5.3** All debris to be cleared from The Dell after the Event has finished. The deposit will be retained should litter be left on the site.

**5.4** The hirer shall ensure that no nuisance is caused to neighbouring buildings or their occupants by excessive noise, unruly behaviour, inconsiderate parking, etc. In case of complaint, some or all of the deposit may be retained.

**5.5** No trade shall be carried out at the Event, apart from the food vendors.

**5.6 *Illegal drugs and nitrous oxide (including for catering purposes)*** are not permitted on The Dell.

**5.7** It is the hirer's responsibility to inform volunteers and employees of the fire procedure and to ensure that there is adequate first aid provision.

**5.8 Children's Play Area** Visiting members of the public's children are welcome to use the fenced off play area. Because one of the gates to the play area is adjacent to the entry gate to The Dell a protection barrier has been installed to stop children running directly into oncoming traffic. Hirers are requested to ensure that food concessions are installed well away from this area and away from traffic routes.

#### **6. CONDITIONS OF HIRE**

**6.1** The hirer is responsible for ensuring all the conditions are met.

**6.2 Start & Finish Times** – The Hirer must have the Event's start and finish times confirmed and approved by PTC.

#### **6.3 Parking and Control of Traffic**

**i)** The organisation of the cars on The Dell, including entry/exit signs is the responsibility of the Event organiser.

**iv)** It is the responsibility of the Hirer to ensure that all vehicles associated with the hiring are parked in a safe and orderly manner and do not block the designated vehicle access and fire exit routes. Stewards must be located at the points where cars are required to be parked (and not all congregated at the entrance gate).

**v)** Lewes District Council forbids vehicles to be parked close to the cliff edge because of the potential for a cliff fall from erosion. Therefore, hirers must ensure vehicles are parked at least 30 metres back from the cliff edge. This is also for the benefit of other park users.

## **6.4 Entry & Exit to Site and the Lay Out of Event**

**6.4.1** All vehicles entering The Dell should do so via the Rowe Avenue entrance via the A259 and exit by the Roderick Avenue exit – see plan at Appendix A.

**6.4.2** The Hirer is advised to try to dissuade visitors to the Event from parking in Rowe Avenue South. The exit from the Dell is at the East end leading into Roderick Avenue and onto the A259. It is suggested that a Steward is posted at this gate for the first hour of opening to stop vehicles entering the site from this gate.

**6.4.3** On entering the site (via Piddinghoe Ave), the 5mph speed limit must be adhered to and vehicle hazard lights are to be flashing at all times while vehicles are moving.

**6.4.4** There must be at least a 5-metre accessway between each row of stalls to give plenty of room for members of the public and room for an ambulance. The minimum distance between pitches must be 2 metres.

**6.5 Alcohol** No alcohol may be sold on the premises without the hirer (or another person on their behalf) having the necessary licence(s) and permission(s) to do so, including the permission of PTC.

**6.6 Fire safety - The use of candles (unless battery-operated) and BBQs is prohibited.**

**6.7 Single use plastic** PTC has adopted a policy not to use single use plastic in all our buildings/venues. Hirers are encouraged to follow this policy when hiring our facilities. The following items are examples of strictly prohibited items, but is not an exhaustive list:

- i. No Silly string
- ii. No Plastic Straws & Plastic Stirrers
- iii. No Plastic glitter
- iv. No Balloons.

**6.8 Mobile Food Vehicles or Vendors** – Food vendors must comply with current government legislation and provide the following documents to the hirer, to be kept on file in accordance with the law:-

- i. Public Liability Insurance
- ii. Up to date Food Business Registration Certificate with LDC
- iii. Food Hygiene rating at Level 4 or above
- iv. Food Safety certificate at Level 2 or above
- v. Current Gas Safety Certificate, if applicable

**6.9 Soft Play, Bouncy Castles and other inflatables** are not permitted to be installed or used.

**6.10 Fairground Stall Games, or similar** are not permitted.

**6.11 Advertising** - Hirers should obtain the approval of East Sussex County Council Highways Department before placing advertising posters on the highway and 4 weeks' notice is required.

**6.11.1** No fly posting of material advertising the event will take place and any cost incurred by Peacehaven Town Council in removing such posters will be deducted from the deposit.

**7. AMENDMENT OF CONDITIONS** - PTC reserves the right to amend the conditions set out herein and to apply further conditions to any particular letting that it may consider necessary. PTC reserves the right to alter bookings if necessary.

**8. DATA PROTECTION** - Personal information such as name, postal address, phone number and email address given to PTC will be used only to provide a requested service, kept for as long as necessary to

provide that service and will not be disclosed to any third party without your prior permission or unless we are required to do so by law. Your details will be stored securely on our Database. You can withdraw your consent for us to use your data or ask us to amend or delete your details by emailing or phoning the Information Officer 01273 585 493 or [Info@peacehaventowncouncil.gov.uk](mailto:Info@peacehaventowncouncil.gov.uk).

## **B. HEALTH AND SAFETY REQUIREMENTS**

**1. LEGAL REQUIREMENTS** - All entertainment events are classed as work activities and are therefore subject to the HASW Act and various regulations and Codes of Practice. The following legislation and guidance must be adhered to:-

1.1 Health & Safety at Work etc. Act 1974 section 4 (2), (HASW Act)

1.2 Regulatory Reform (Fire Safety) Order 2005

1.3 The Management of Health & Safety at Work Regulations 1999

1.4 Occupier's Liability Act 1957 & 1984

1.5 Successful health and safety management - HSG65

1.6 Health & Safety Executive Guidance Notes HSG 195 "The Event Safety Guide"

1.7 Safety Risk Assessment Guide – [Open Air Events and Venues](#)

1.8 All guidance from the food standards agency <https://www.food.gov.uk>

1.9 The Food Imitations (Safety) Regulations 1989.

**2. APPLICATION** - PTC operates a robust health and safety regime with zero accident tolerance and therefore requires hirers of The Dell to follow the same safety principles.

**3. RISK ASSESSMENT REQUIREMENTS** - The hirer is required to carry out their own Risk Assessments. Guidance and risk assessment templates are available from the Health & Safety Executive website.

### **4. INSURANCE**

**4.1 It is the hirer's duty to ensure the reasonable safety of all employees, volunteers and attendees at the Event** and to ensure that all Terms & Conditions are adhered to.

**4.2** It is the hirer's responsibility to ensure that suitable insurance cover is in place, including the public liability insurance, and be able to produce evidence of this upon request.

**5. ACCIDENT REPORTING** - The reporting of any incidents or accidents should be made directly to the Town Clerk on 01273 585 493 and logged at <https://www.peacehaventowncouncil.gov.uk/irf>, and will be subsequently investigated.

I \_\_\_\_\_ (PRINT) on behalf of \_\_\_\_\_

Agree to abide by the above terms and conditions of hire and health & safety regulations.

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COUNTERSIGNED ON BEHALF OF PEACEHAVEN TOWN COUNCIL:

PRINT

DATED

SIGNED



# Peacehaven Town Council

## **The Dell – Fun Fairs, Circuses, Caravan Exhibitions or Similar: Terms & Conditions of Hire/Health and Safety**

From this point forward within this document a Fun Fair / Circus / Caravan Exhibition or Similar will be referred to as an 'Event'.

PTC accepts no liability for the acts or omissions of hirers. It is the hirer's duty to ensure the reasonable safety of all employees, volunteers and attendees at the Event

### **A. TERMS AND CONDITIONS OF HIRE**

#### **1. APPLICATION, DEPOSIT & ADDITIONAL CHARGES**

The current charge for hiring The Dell for an Event from \_\_\_\_\_ to \_\_\_\_\_ 2024 will be £\_\_\_\_\_ (as agreed with Peacehaven Town Council) and you will receive an invoice 4 weeks before the Event.

A non-refundable booking fee of £10.00 will be charged to cover the costs of administration.

**1.1 A refundable deposit will usually be required at time of booking** The deposit will be as agreed with Peacehaven Town Council; this sum will be returned after inspection of the premises has taken place, providing that ALL the conditions have been observed. Part or all of the deposit may be retained by Peacehaven Town Council (PTC) in the event of any infringement of these conditions.

**1.2** Collections of any type should not be carried out at the entrance gate, to reduce the build-up of traffic on the A259.

**1.3 Water Supply** – If this is required £10 per day must be paid. Application Form available from the Town Council office.

**1.4** PTC has the right to cancel a booking at any time.

**1.5** PTC has the right to refuse a booking at any time.

**2. PAYMENT & CANCELLATION FEES** All fees due must be paid to the Information Officer at least 14 days before the hiring. If lettings are cancelled by the hirer less than 14 days before the day of the hire the agreed deposit will be retained as well as the booking fee. If lettings are cancelled by the hirer less than 7 days before the day of the hire the hiring charge will also be retained.

#### **3. PUBLIC LIABILITY**

It is the hirer's responsibility to ensure that suitable public liability insurance (PLI) is in place for the period of the hire, and should be at a suitable amount for the event being undertaken; if the hirer is unsure on this, PTC recommends they speak with an insurance broker for advice. The hirer must produce a copy of their PLI to the Town Clerk **at least 14 days** before the Event takes place.

**4. RISK ASSESSMENT** The hirer is responsible for completing their own risk assessment, reviewed per event, for the activities they are undertaking. A copy of the risk assessments must be produced and forwarded to the Town Clerk at least 14 days before the Event takes place.

## **5. RESPONSIBILITIES OF THE HIRER**

**5.1 Key** – Hirers must collect the keys to the main gates to The Dell from the Town Council office on the Friday prior to the Event and return them on the Monday following the Event.

**5.2 Weather** - The hirer is responsible for damage to the ground caused by their hire. PTC's decision as to the cause of damage will be final and PTC will require reimbursement in full for all financial loss in respect of such damage. If the weather is so wet that it has made the site unfit, the hirer should consult PTC; if out of PTC working hours, hirers are expected to exercise discretion.

**5.3** All debris to be cleared from The Dell after the Event has finished. The deposit will be retained should litter be left on the site.

**5.4** No nuisance is to be caused to neighbouring buildings or their occupants by excessive noise, unruly behaviour, inconsiderate parking, etc. In case of complaint, some or all of the deposit may be retained.

**5.5** Any loudspeaker system provided at the Event shall be subject to the following restrictions:-

- i. One centralised amplifying unit only shall be provided.
- ii. Loudspeakers shall be provided only on rides and not more than 2 loudspeakers shall be permitted to each ride, such loudspeakers to be directed downwards.
- iii. The loudspeaker system shall not be operated so as to be a nuisance or annoyance to occupants of any premises in the neighbourhood and Peacehaven Town Council reserves the right to require any time that the volume of noise from the loudspeaker system shall be reduced to such level as they may determine.
- iv. The loudspeaker system and / or musical instruments shall not be operated after 10:30pm and the volume reduced at 10pm so that it cannot be heard beyond the immediate site.

**5.6** All reasonable precautions, including the use of exhaust mufflers, shall be taken to minimise the noise from any diesel engines brought on to the ground.

**5.7** No works connected with the Event which involves any considerable amount of noise will be undertaken on a Sunday before 2pm or after 8pm.

**5.8 Alcohol** No alcohol may be sold on the premises without the hirer (or another person on their behalf) having the necessary licence(s) and permission(s) to do so, including the permission of PTC.

**5.9** Stallholders must not sell any item which PTC considers inappropriate, or anything illegal, offensive, or counterfeit.

**5.10 *Banned and restricted items*** Hirers must observe current government guidelines with regard to sale or availability of noxious substances, offensive weapons and other banned or restricted items. If evidence of such sales were discovered the council would not let The Dell to the hirer again.

**5.11 *Illegal drugs and nitrous oxide (including for catering purposes)*** are not permitted on The Dell.

**5.12** It is the hirer`s responsibility to inform volunteers and employees of the fire procedure and to ensure that there is adequate first aid provision.

**5.13. Children`s Play Area** Visiting members of the public`s children are welcome to use the fenced off play area. Because one of the gates to the play area is adjacent to the entry gate to The Dell a protection barrier has been installed to stop children running directly into oncoming traffic. Hirers are requested to ensure that food concessions are installed well away from this area and away from traffic routes.

## **6. CONDITIONS OF HIRE**

**6.1** The hirer is responsible for ensuring the conditions are met by all traders.

**6.2** Notify the police of the proposal to install a Fun Fair / Circus / Caravan Exhibition / Similar Event.

**6.3** Police advice should be sought in regard to the requirement of a TENs licence.

**6.4** Take any necessary steps to provide where the circumstances so require means for the disposal of any impure or waste products from The Dell.

**6.5** Provide a reasonable supply of first aid equipment for use in the event of personal injury to any person and to make its location known to every person who has charge of a ride.

**6.6** The removal of vehicles and equipment from the ground to be completed within one day after the closure of this hiring. Should the hirer fail to vacate the Dell on the agreed date a proportion of the deposit will be retained at the discretion of Peacehaven Town Council.

### **6.7 Entry & Exit to Site**

**6.7.1** All vehicles entering The Dell should do so via the Rowe Avenue entrance via the A259 and exit by the Roderick Avenue exit – see plan at Appendix A.

**6.7.2** Hirers are advised to try to dissuade visitors to the Event from parking in Rowe Avenue South. The exit from the Dell is at the East end leading into Roderick Avenue and onto the A259. It is suggested that a Steward is posted at this gate for the first hour of opening to stop vehicles entering the site from this gate.

### **6.8 Parking and Control of Traffic:-**

**6.8.1** The organisation of the cars on The Dell, including entry/exit signs is the responsibility of the Event Organiser.

**6.8.2** The minimum number of highly visible stewards required to police an Event should be 6, with a minimum of 2 on the entrance gate; spot checks will be carried out.

**6.8.3** On entering the site (via Piddinghoe Ave), the 5mph speed limit must be adhered to and vehicle hazard lights are to be flashing at all times while vehicles are moving.

**6.8.4** It is the responsibility of the Hirer to ensure that all vehicles associated with the hiring are parked in a safe and orderly manner and do not block the designated vehicle access and fire exit routes. Stewards must be located at the points where cars are required to be parked (and not all congregated at the entrance gate).

**6.8.5** Parking is an ever-changing scene therefore the Stewards must be alert at all times to traffic arriving with children and dogs exiting the vehicles and at the same time vehicles leaving. This is a High-Risk area and should be dealt with as such by the hirer.

**6.8.6** Lewes District Council forbids vehicles to be parked or assembled close to the cliff edge because of the potential for a cliff fall from erosion. Therefore, hirers must ensure vehicles and equipment are parked at least 30 metres back from the cliff edge. This also applies to caravans and mobile homes. This is also for the benefit of other park users.

**6.8.7** Trailers, Caravans and vehicles are not to be parked in Rowe Avenue South.

**6.8.8** There is a free public car park local to the Eastern exit.

**6.8.9** Signs should be supplied by the hirer to advise visitors of alternative parking areas.

## **6.9 Caravan & Mobile Home Event**

**6.9.1** This event generates a large number of exhibition mobile homes and also visiting mobile homes. Exhibition vehicles must be parked in such a way as to provide an adequate means of escape. Pedestrian routes should have at least two exits with no dead ends.

**6.9.2** Visiting mobile homes must be parked in orderly manner to ensure there is adequate and clear access room for emergency vehicles.

**6.9.3** External propane gas bottles must be adequately secured with chain and padlock. Mobile homes must be fitted with an appropriate gas detector and alarm. All empty gas bottles must be removed by the users from the site.

## **6.10 Layout of Equipment**

**6.10.1** Fairground equipment and circus tents must be laid out to ensure there is adequate space for emergency vehicles to attend the site.

**6.10.2** Circus tents must have at least three clearly defined emergency exits with illuminated signs. During performances these exits must be kept free of obstruction at all times.

**6.10.3** Trailing power cables or hoses must be positioned away from pedestrian routes and suitably covered where necessary. Covering must be such to prevent a tripping hazard.

**6.10.4** In the distribution of booths, stalls and other erections at the Event ensure that enough gangways of adequate width are provided and shall while the public are at the Event keep such gangways free from obstruction.

**6.10.6** Any person having control of any booth, tent or other closed structure at the Event shall provide adequate exits therefrom and shall if there are stalls or other erections or seating accommodation within the structure secure that enough gangways of adequate width are provided. Such a person shall, whilst the public are within the structure, keep such exits and gangways free from obstruction.

**6.10.7** The person having control of any part of the Event or any booth, tent or other closed structure at the Event in which more than 30 persons can be accommodated shall cause to be exhibited over each exit from the booth, tent or other closed structure a notice bearing the words "EXIT" in letters not less than 15cm in height.

**6.10.8** No person shall place or cause to be placed any obstruction in any exit or gangway while at the public area at the Event or within the structure.

**6.10.9** Any person having control of any part of the Event or of any booth, tent or enclosure established on the premises in which seating is provided for more than 30 persons shall cause all the chairs or seats provided for the use of the public to be fastened together in lengths of not less than 4 chairs or seats or to the floor.

## **6.11 Fire safety**

**6.11.1** Adequate firefighting equipment must be positioned at strategic locations. In the event of performances involving fire such as fire eating, a trained person must be on-hand during each performance with a suitable extinguisher. The hirer shall provide and maintain in good working order a sufficient number of portable firefighting appliances and shall while the public are at the Event keep such appliances conspicuously placed and readily available for use.

**6.11.2** The use of candles (unless battery-operated) and BBQs is prohibited.



**6.11.3** Any person having control of any part of the Event and/or any booth, tent or erection shall take any necessary steps to secure that the tent, booth or erection and any scenery drapery, artificial flowers, properties, hangings, curtains, or other materials of similar kind used therein are rendered flame resistant and are so maintained PROVIDING that nothing in this undertaking shall require softwood of 2.5cm or more in thickness or drapery hangings or curtains made of heavy woollen or other inherently non-flammable or durably flame-proof material to be rendered flame-resistant.

**6.11.4** No person having control of any booth, tent, stall or structure, shall ensure the safety of any paraffin stove or light of any forms of heating or lighting having a flame or any exposed heating element.

**6.11.5** A hay, straw, or other light substance kept at the Event shall be stored either in a fire resisting receptacle or in some place at a reasonable distance from any part of the Event to which the public have access.

**6.11.6** A person having control of a caravan, tent, stall, or structure shall:-

- i. Ensure that any flammable gas is stored in a safe place and that the quantity so stored is as small as practicable having regard to the purpose for which the gas is being used.
- ii. Ensure that any flammable gas cylinder is removed as soon as practicable after its contents have been expended.
- iii. Not use or permit to be used any flammable gas for the purpose of inflating balloons or like objects.

**6.12 Smoking and vaping** PTC will not allow tobacco, or vaping devices, to be sold in The Dell.

**6.13 Single use plastic** PTC has adopted a policy not to use single use plastic in all our buildings/venues. Hirers are encouraged to follow this policy when hiring our facilities. The following items are examples of strictly prohibited items, but is not an exhaustive list:

- i. No Silly string
- ii. No Plastic Straws & Plastic Stirrers
- iii. No Plastic glitter

The marine conservation society urges that balloons or sky lanterns should not be released.

**6.14 Mobile Food Vehicles or Vendors** – Food vendors must comply with current government legislation and provide the following documents to the hirer, to be kept on file in accordance with the law:-

- i. Public Liability Insurance
- ii. Up to date Food Business Registration Certificate with a local authority
- iii. Food Hygiene rating at Level 4 or above
- iv. Food Safety certificate at Level 2 or above
- v. Current Gas Safety Certificate, if applicable

**6.15 Soft Play, Inflatable Play Equipment (Bouncing Devices) or Similar** - If inflatable play equipment is to be used the operator must demonstrate that the equipment is regularly inspected for faults, that government guidelines are adhered to: <https://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>, that a trained attendant over 18 years of age is available at all times in case of deflation and that a copy of the annual inspection certificate is lodged with the Town Clerk prior to the Event. Hirers should be aware of the erratic wind conditions on The Dell.

**6.16 Other Fairground-like Equipment** - Any person having control of this equipment at the Event shall ensure that:-

- i. All reasonable steps are taken to secure that the structure and any platform seating accommodation or other erection used in connection therewith is of such material and design and so constructed

and maintained that it is not liable when used for the purpose and in the manner for which it is intended, to cause injury to any person attending the Event.

- ii. Attached thereto in a conspicuous position is a certificate granted by a competent engineer within the preceding 12 months to the effect that the contrivance has been inspected and found to be in a condition such as not to present a danger to the public. In accordance with HSG175 Guidance Notes.
- iii. It is operated by a responsible person aged 18 years or over provided that a slow-moving juvenile ride contrivance which is not controlled by the passengers may be operated by a responsible person aged 16 years or over and nothing in this undertaking shall apply to coin operated juvenile riding contrivances constructed for use by not more than 4 persons.
- iv. It is not operated when weather conditions are such as to jeopardise the safety of persons using the contrivance. Hirers should be aware of the erratic wind conditions on The Dell.
- v. It is securely erected.
- vi. It to be so placed so that between every moving part of the contrivance which is not fenced or screened from any area to which members of the public not using the contrivance are permitted to have access and:-
  - a. Any moving part of any other such contrivance there shall be a space of at least 6m
  - b. Any other structure there will be a space of at least 3m

**6.17 Any person having control of:-**

- i. Any part of an Event shall take such steps as may be reasonable and necessary to prevent the risk of electric shock or fire caused by electricity at the Event.
- ii. A shooting gallery shall provide and maintain such back stops and screening as may be reasonably necessary to protect any person attending the Event from shots fired by persons using the shooting gallery.
- iii. An animal which, if at large, would be likely to cause danger to the public attending the Event shall take all reasonable steps to secure or cage the animal in such a manner as not to be a cause of danger.

**6.14 Advertising –**

- i. Hirers should obtain the approval of East Sussex County Council Highways Department before placing advertising posters on the highway and 4 weeks' notice is required.
- ii. No fly posting of material advertising the event will take place and any cost incurred by Peacehaven Town Council in removing such posters will be deducted from the deposit.

**7. AMENDMENT OF CONDITIONS** - PTC reserves the right to amend the conditions set out herein and to apply further conditions to any particular letting that it may consider necessary. PTC reserves the right to alter bookings if necessary.

**8. DATA PROTECTION** - Personal information such as name, postal address, phone number and email address given to PTC will be used only to provide a requested service, kept for as long as necessary to provide that service and will not be disclosed to any third party without your prior permission or unless we are required to do so by law. Your details will be stored securely on our Database. You can withdraw your

consent for us to use your data or ask us to amend or delete your details by emailing or phoning the Information Officer 01273 585 493 or [Info@peacehaventowncouncil.gov.uk](mailto:Info@peacehaventowncouncil.gov.uk).

## **B. HEALTH AND SAFETY REQUIREMENTS**

The hirer should be aware of the regulation of the Health & Safety Executive. Hirers should be aware of the risks identified in this document and are required to sign and return a copy to that effect.

### **1. LEGAL REQUIREMENTS**

All entertainment events are classed as work activities and are therefore subject to the HASW Act and various regulations and Codes of Practice. The following legislation and guidance must be adhered to:-

- 1.1 Health & Safety at Work etc. Act 1974 section 4 (2), (HASW Act)
- 1.2 Regulatory Reform (Fire Safety) Order 2005
- 1.3 The Management of Health & Safety at Work Regulations 1999
- 1.4 Occupier's Liability Act 1957 & 1984
- 1.5 Successful health and safety management - HSG65
- 1.6 Health & Safety Executive Guidance Notes HSG 195 "The Event Safety Guide"
- 1.7 Fire Safety Risk Assessment Guide – [Open Air Events and Venues](#)
- 1.8 All guidance from the food standards agency <https://www.food.gov.uk>
- 1.9 The Food Imitations (Safety) Regulations 1989
- 1.10 Health & Safety Executive Bouncy Castles and other play inflatables: safety advice <https://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>
- 1.11 Health & Safety Executive Fairgrounds and amusement parks: Guidance on safe practice: <https://www.hse.gov.uk/pubns/books/hsg175.htm>
- 1.12 Health & Safety Executive Fair Organiser: <https://www.hse.gov.uk/entertainment/fairgrounds/organiser.htm>

### **2. APPLICATION**

PTC operates a robust health and safety regime with zero accident tolerance and therefore requires hirers of The Dell to follow the same safety principles.

### **3. RISK ASSESSMENT REQUIREMENTS**

The hirer is required to carry out their own Risk Assessments. Guidance and risk assessment templates are available from the Health & Safety Executive website.

### **4. INSURANCE**

**4.1 It is the hirer's duty to ensure the reasonable safety of its employees, stallholders, volunteers and members of the public** and to ensure that all Terms & Conditions are adhered to.

**4.2** It is the hirer's responsibility to ensure that suitable insurance cover is in place, including the public liability insurance, and be able to produce evidence of this upon request.

### **5. ACCIDENT REPORTING**

The reporting of any incidents or accidents should be made directly to the Town Clerk on 01273 585 493 and logged at <https://www.peacehaventowncouncil.gov.uk/irf>, and will be subsequently investigated.

I the undersigned being the person having control of the Event as owner of lessee or some other person HEREBY UNDERTAKE as follows:-

The Dell – Fun Fairs, Circuses, Caravan Exhibitions or Similar: Terms & Conditions of Hire/Health and Safety  
Adopted at Policy & Finance Committee PFXXX 17<sup>th</sup> September 2024

I \_\_\_\_\_ (PRINT) on behalf of \_\_\_\_\_

I being the person having control of the Event as owner of lessee or some other person agree to abide by the above terms and conditions of hire and health & safety regulations.

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COUNTERSIGNED ON BEHALF OF PEACEHAVEN TOWN COUNCIL:

PRINT

DATED

SIGNED



# Peacehaven Town Council

## The Dell – Car Boot Sales and Markets: Terms & Conditions of Hire/ Health and Safety

### Definition of a Car Boot Sale: An event that sells new and used goods from a vehicle.

PTC accepts no liability for the acts or omissions of hirers. It is the hirer's duty to ensure the reasonable safety of employees, stallholders, volunteers and members of the public.

### A. TERMS AND CONDITIONS OF HIRE

#### 1. APPLICATION, DEPOSIT & ADDITIONAL CHARGES

The current charge for hiring The Dell for a Car Boot Sale or Market (within this document from this point on they will be known as an 'Event') is £160.00 and you will receive an invoice 4 weeks before the Event. A reduced rate may be available to charitable organisations and community groups.

A non-refundable booking fee of £10.00 will be charged to cover the costs of administration.

**1.1 A refundable deposit will usually be required at time of booking** The deposit will be £50; this sum will be returned after inspection of the premises has taken place, providing that ALL the conditions have been observed. Part or all of the deposit may be retained by Peacehaven Town Council (PTC) in the event of any infringement of these conditions.

**1.2** Where relevant, authenticated evidence of an organisation's charitable or community group status must be produced by any organisation hiring the premises. Collections of any type should not be carried out at the entrance gate, to reduce the build-up of traffic on the A259.

**1.3 Water Supply** – If this is required £10 per day must be paid. Application form available from the Town Council office.

**1.4** PTC has the right to cancel a booking at any time.

**1.5** PTC has the right to refuse a booking at any time.

#### 2. PAYMENT & CANCELLATION FEES

**2.1** All fees due must be paid to the Information Officer at least 14 days before the hiring. If lettings are cancelled by the hirer less than 14 days before the day of the hire the £50 deposit will be retained as well as the booking fee. If lettings are cancelled by the hirer less than 7 days before the day of the hire the hiring charge will also be retained.

#### 3. PUBLIC LIABILITY

It is the hirer's responsibility to ensure that suitable public liability insurance is in place for the period of the hire, and produce a copy of this to the Town Clerk **at least 14 days** before the Event takes place.

#### 4. RISK ASSESSMENT

The hirer is responsible for completing their own risk assessment, reviewed annually as a minimum, for the activities they are undertaking. A copy of the risk assessments must be produced and forwarded to the Town Clerk at least 14 days before the Event takes place.

#### 5. RESPONSIBILITIES OF THE HIRER

**5.1 Key** – Hirers must collect the keys to the main gates to The Dell from the Town Council office on the Friday prior to the Event and return them on the Monday following the Event.

**5.2 Weather** - The hirer is responsible for damage to the ground caused by their hire. PTC's decision as to the cause of damage will be final and PTC will require reimbursement in full for all financial loss in respect of such damage. If the weather is so wet that it has made the site unfit, the hirer should consult PTC; if out of PTC working hours, hirers are expected to exercise discretion.

**5.3** All debris to be cleared from The Dell after the Event has finished. The deposit will be retained should litter be left on the site.

**5.4** The hirer shall ensure that no nuisance is caused to neighbouring buildings or their occupants by excessive noise, unruly behaviour, inconsiderate parking, etc. In case of complaint, some or all of the deposit may be retained.

**5.5 *Banned and restricted items*** Hirers must observe current government guidelines with regard to sale or availability of noxious substances, offensive weapons and other banned or restricted items. If evidence of such sales were discovered the council would not let The Dell to the hirer again.

**5.6** Stallholders must not sell any item which PTC considers inappropriate, or anything illegal, offensive, or counterfeit.

**5.7 *Illegal drugs and nitrous oxide (including for catering purposes)*** are not permitted on The Dell.

**5.8** It is the hirer's responsibility to inform volunteers and employees of the fire procedure and to ensure that there is adequate first aid provision.

**5.9 Children's Play Area** Visiting members of the public's children are welcome to use the fenced off play area. Because one of the gates to the play area is adjacent to the entry gate to The Dell a protection barrier has been installed to stop children running directly into oncoming traffic. Hirers are requested to ensure that food concessions are installed well away from this area and away from traffic routes.

#### 6. CONDITIONS OF HIRE

**6.1** The hirer is responsible for ensuring the conditions are met by all traders.

**6.2 Start & Finish Times** – **Sellers are not to be admitted before 8am nor buyers admitted before 9am.** Any vehicles arriving before 9am must be directed to the Roderick Avenue Car Park. The Event must be concluded, and The Dell clear by 2pm.

#### 6.3 Parking and Control of Traffic

**6.3.1** The organisation of the cars on The Dell, including entry/exit signs is the responsibility of the Event organiser.

**6.3.2** The minimum number of highly visible stewards required to police an Event should be 6, with a minimum of 2 on the entrance gate; spot checks will be carried out.

**6.3.3** Signs should be available by the hirer to advise buyers of alternative parking areas in case parking gets full.

**6.3.4** It is the responsibility of the Hirer to ensure that all vehicles associated with the hiring are parked in a safe and orderly manner and do not block the designated vehicle access and fire exit routes. Stewards must be located at the points where cars are required to be parked (and not all congregated at the entrance gate).

**6.3.5** Parking is an ever-changing scene therefore the Stewards must be alert at all times to traffic arriving with children and dogs exiting the vehicles and at the same time vehicles leaving. This is a High-Risk area and should be dealt with as such by the hirer.

**6.3.6** Lewes District Council forbids vehicles to be parked close to the cliff edge because of the potential for a cliff fall from erosion. Therefore, hirers must ensure vehicles are parked at least 30 metres back from the cliff edge. This is also for the benefit of other park users.

#### **6.4 Entry & Exit to Site and the Lay Out of Stalls (as per map at Appendix A) –**

**6.4.1** All vehicles entering The Dell should do so via the Rowe Avenue entrance via the A259 and exit by the Roderick Avenue exit – see plan at Appendix A.

**6.4.2** Hirers are advised to try to dissuade visitors to the Event from parking in Rowe Avenue South. The exit from the Dell is at the East end leading into Roderick Avenue and onto the A259. It is suggested that a Steward is posted at this gate for the first hour of opening to stop vehicles entering the site from this gate.

**6.4.3** On entering the site (via Piddinghoe Ave), the 5mph speed limit must be adhered to and vehicle hazard lights are to be flashing at all times while vehicles are moving.

**6.4.4** There must be at least a 5-metre accessway between each row of stalls to give plenty of room for members of the public and room for an ambulance. The minimum distance between pitches must be 2 metres.

**6.5 Alcohol** No alcohol may be sold on the premises without the hirer (or another person on their behalf) having the necessary licence(s) and permission(s) to do so, including the permission of PTC.

**6.6** Stallholders must not sell any item which PTC considers inappropriate, or anything illegal, offensive, or counterfeit.

**6.7 Fire safety** The use of candles (unless battery-operated) and BBQs is prohibited.

**6.8 Smoking and vaping** PTC will not allow tobacco, or vaping devices, to be sold in The Dell.

**6.9 Single use plastic** PTC has adopted a policy not to use single use plastic in all our buildings/venues. Hirers are encouraged to follow this policy when hiring our facilities. The following items are examples of strictly prohibited items, but is not an exhaustive list:

- i. No Silly string
- ii. No Plastic Straws & Plastic Stirrers
- iii. No Plastic glitter
- iv. No Balloons.

**6.10 Mobile Food Vehicles or Vendors** – Food vendors must comply with current government legislation and provide the following documents to the hirer, to be kept on file in accordance with the law:-

- i. Public Liability Insurance
- ii. Up to date Food Business Registration Certificate with LDC

- iii. Food Hygiene rating at Level 4 or above
- iv. Food Safety certificate at Level 2 or above
- v. Current Gas Safety Certificate, if applicable.

**6.11 Power Supply** Diesel, petrol and LPG generators will be the hirers responsibility and accepted on site providing they are earthed, all moving parts are properly guarded and any cables used do not constitute a tripping hazard.

**6.12 Soft Play, Bouncy Castles and other inflatables** are not permitted to be installed or used.

**6.13 Fairground Stall Games, or similar** are not permitted.

**6.14 Advertising** – Hirers should obtain the approval of East Sussex County Council Highways Department before placing advertising posters on the highway and 4 weeks' notice is required.

**6.14.1** No fly posting of material advertising the event will take place and any cost incurred by Peacehaven Town Council in removing such posters will be deducted from the deposit.

## **7. AMENDMENT OF CONDITIONS**

PTC reserves the right to amend the conditions set out herein and to apply further conditions to any particular letting that it may consider necessary. PTC reserves the right to alter bookings if necessary.

## **8. DATA PROTECTION**

Personal information such as name, postal address, phone number and email address given to PTC will be used only to provide a requested service, kept for as long as necessary to provide that service and will not be disclosed to any third party without your prior permission or unless we are required to do so by law. Your details will be stored securely on our Database. You can withdraw your consent for us to use your data or ask us to amend or delete your details by emailing or phoning the Information Officer 01273 585 493 or [Info@peacehaventowncouncil.gov.uk](mailto:Info@peacehaventowncouncil.gov.uk).

## **B. HEALTH AND SAFETY REQUIREMENTS**

### **1. LEGAL REQUIREMENTS**

All entertainment events are classed as work activities and are therefore subject to the HASW Act and various regulations and Codes of Practice. The following legislation and guidance must be adhered to:-

**1.1** Health & Safety at Work etc. Act 1974 section 4 (2), (HASW Act)

**1.2** Regulatory Reform (Fire Safety) Order 2005

**1.3** The Management of Health & Safety at Work Regulations 1999

**1.4** Occupier's Liability Act 1957 & 1984

**1.5** Successful health and safety management - HSG65

**1.6** Health & Safety Executive Guidance Notes HSG 195 "The Event Safety Guide"

**1.7** Safety Risk Assessment Guide – [Open Air Events and Venues](#)

**1.8** All guidance from the food standards agency <https://www.food.gov.uk>

**1.9** The Food Imitations (Safety) Regulations 1989.

### **2. APPLICATION**



PTC operates a robust health and safety regime with zero accident tolerance and therefore requires hirers of The Dell to follow the same safety principles.

**3. RISK ASSESSMENT REQUIREMENTS**

The hirer is required to carry out their own Risk Assessments. Guidance and risk assessment templates are available from the Health & Safety Executive website.

**4. INSURANCE**

**4.1 It is the hirer's duty to ensure the reasonable safety of employees, stallholders, volunteers and members of the public** and to ensure that all Terms & Conditions are adhered to.

**4.2** It is the hirer's responsibility to ensure that suitable insurance cover is in place, including the public liability insurance, and be able to produce evidence of this upon request.

**5. ACCIDENT REPORTING**

The reporting of any incidents or accidents should be made directly to the Town Clerk on 01273 585 493 and logged at <https://www.peacehaventowncouncil.gov.uk/irf>, and will be subsequently investigated.

I \_\_\_\_\_ (PRINT) on behalf of \_\_\_\_\_

**Agree to abide by the above terms and conditions of hire and health & safety regulations.**

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**COUNTERSIGNED ON BEHALF OF PEACEHAVEN TOWN COUNCIL:**

**PRINT    DATED    SIGNED**

# Appendix A - Map of The Dell for Car Boot Sales and Markets





# Peacehaven Town Council

## COMMERCIAL HEALTH & FITNESS ACTIVITIES IN PARKS

### Terms & Licence Application Form

#### Introduction

No commercial activity may take place on Council land without written permission from the Council and without the relevant fees being paid by the applicant.

Peacehaven Town Council has introduced a charging scheme for commercial activity providers (i.e. who charge clients for services) who wish to use its parks and greenspaces. This licence is primarily intended for health & fitness class operators.

In recent years outdoor personal health & fitness classes, boot camps and other forms of commercial activity have become increasingly popular in our parks and greenspaces. Whilst acknowledging that these types of activities can be good for the health and wellbeing of residents the Council wants to ensure that activities are appropriate to the site and cause no nuisance.

This scheme will ensure that residents can easily determine whether an operator has a relevant qualification, has appropriate insurance and has addressed relevant health and safety requirements.

If your activity is classed as a one-off event, as opposed to a short term or ongoing activity class, different rules apply. Please contact the Information Officer:-

**Email:** [info@peacehaventowncouncil.gov.uk](mailto:info@peacehaventowncouncil.gov.uk)

**Telephone:** 01273 585493

Peacehaven Town Council, Meridian Centre, Meridian Way, Peacehaven,  
East Sussex, BN10 8BB

#### Fees

There is an annual nominal fee to cover administration costs of £25 plus VAT.  
There is an annual licence fee of £25 (zero rated VAT).

All fees are payable in advance with the application form. If your application is unsuccessful, the licence fee will be refunded. If your application is approved, you will be issued with a licence to operate.

## Commercial Health & Fitness Activity in Parks

### Terms

1. All sections of this Licence Application Form must be fully completed to ensure you have considered the safety of all those participating in your classes.
2. Please return the Licence Application Form **at least 4 weeks prior to the proposed start date of the classes.**
3. Your activity can only proceed once your request is granted by Peacehaven Town Council.
4. We aim to acknowledge your application within five working days of receipt.
5. Licences are valid for twelve months from the date of issue.
6. Please note that on occasions, one-off special events will take priority and you may need to amend your normal operational procedures on such occasions.
7. Any activity or equipment that you use must not cause any damage to the park or the park furniture.
8. Park furniture is not permitted to be used to aid the activity.
9. Equipment should not be left unattended after the completion of sessions.
10. All litter should be removed or placed in the bins provided.

## Commercial Health & Fitness Activity in Parks

### Licence Application Form

<b>Contact Details:</b>			
Name of Organisation / Company name			
Applicants Name			
Address			
Telephone Number:		Mobile Number:	
Email address:			

<b>You will need to provide copies of the following documents:</b>	
Risk Assessment	Attached? <input type="checkbox"/>
Proof of Public Liability Insurance (with a minimum indemnity of £5million)	Attached? <input type="checkbox"/>
A site map showing where the activity will take place within the venue	Attached? <input type="checkbox"/>
Safeguarding and Child Protection Policy (where relevant)	Attached? <input type="checkbox"/>
DBS checks (where relevant)	Attached? <input type="checkbox"/>
Details of your emergency procedures (e.g. emergency arrangements, access points, named responsible person, contact details, first aid arrangements, nearest hospital)	Attached? <input type="checkbox"/>
Copies of relevant health and fitness sector qualifications	Attached? <input type="checkbox"/>
Copies of first aid certificate	Attached? <input type="checkbox"/>

Please complete one form for each venue and activity

Venue / Activity Details:							
Venue (including a precise location)							
Description of Activity							
Name of person responsible for delivery							
Proposed Start Date				Proposed Finish Date			
Start Time				Finish Time			
Days of the Week	Mon <input type="checkbox"/>	Tue <input type="checkbox"/>	Wed <input type="checkbox"/>	Thu <input type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input type="checkbox"/>	Sun <input type="checkbox"/>
Are you proposing to use any special equipment or temporary structures?						Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes please provide details							
Will you be using any amplified instruction?						Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will you be using any amplified music?						Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are you proposing to play any copyrighted recorded music?						Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, have you obtained any necessary permission for the use of copyrighted material?						Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have a General Data Protection Regulation (GDPR) Policy in place?						Yes <input type="checkbox"/>	No <input type="checkbox"/>

Please complete one form for each Trainer / Operator / Member of staff involved in the delivery. Include all relevant Health and Fitness and First Aid qualifications.

<b>Trainer / Operator / Staff Qualifications:</b>		
Name:		
<b>Qualification &amp; Level</b>	<b>Awarding Organisation</b>	<b>Date of Issue</b>

**New/Additional Trainers**

If any new trainers will be delivering or supporting you in delivering your classes and you have not already advised us you should complete a copy of this page of the registration form and submit it and any supporting documentation prior to starting delivery.

## Declaration

<b>I confirm that the information I have provided on this form is true, complete and accurate and that I have read, understood and agreed to the accompanying terms and conditions.</b>	
Signature:	
Name:	
Date:	

Please send the completed form to:

Information Officer, Peacehaven Town Council, Meridian Centre, Meridian Way,  
Peacehaven, East Sussex, BN10 8BB  
Email: [info@peacehaventowncouncil.gov.uk](mailto:info@peacehaventowncouncil.gov.uk)

If you have any queries, please contact us on 01273 585493.

### **General Data Protection Regulation 2018 - Privacy Notice**

How we use any information you give us about yourself and others:

The personal information which you give in your application will be managed in accordance with General Data Protection Regulation 2018. It will only be used in the processing of your application and to collate anonymised statistics. Information may be shared with; other council departments, the council's service delivery partner Amey, the Police and PPL & PRS music licensing organisations. We will not reveal personal details to anyone else unless:

- You ask us to reveal the information, or we have your permission to do so
- We are required or permitted to do so by law
- It is required by law enforcement agencies
- There is a duty to the public to reveal the information, e.g. to other government bodies, tax authorities or regulatory bodies

Electronic records relating to event applications are normally held for a maximum of 36 months.

When you give us information about another person, you need to ensure you have the consent of that person to pass these details on to Peacehaven Town Council.

Further details of how we handle your data can be found at  
<https://www.peacehaventowncouncil.gov.uk/privacy-cookie-statement>

Details of the Council's overarching Privacy Policy can be found at  
<https://www.peacehaventowncouncil.gov.uk/policies>

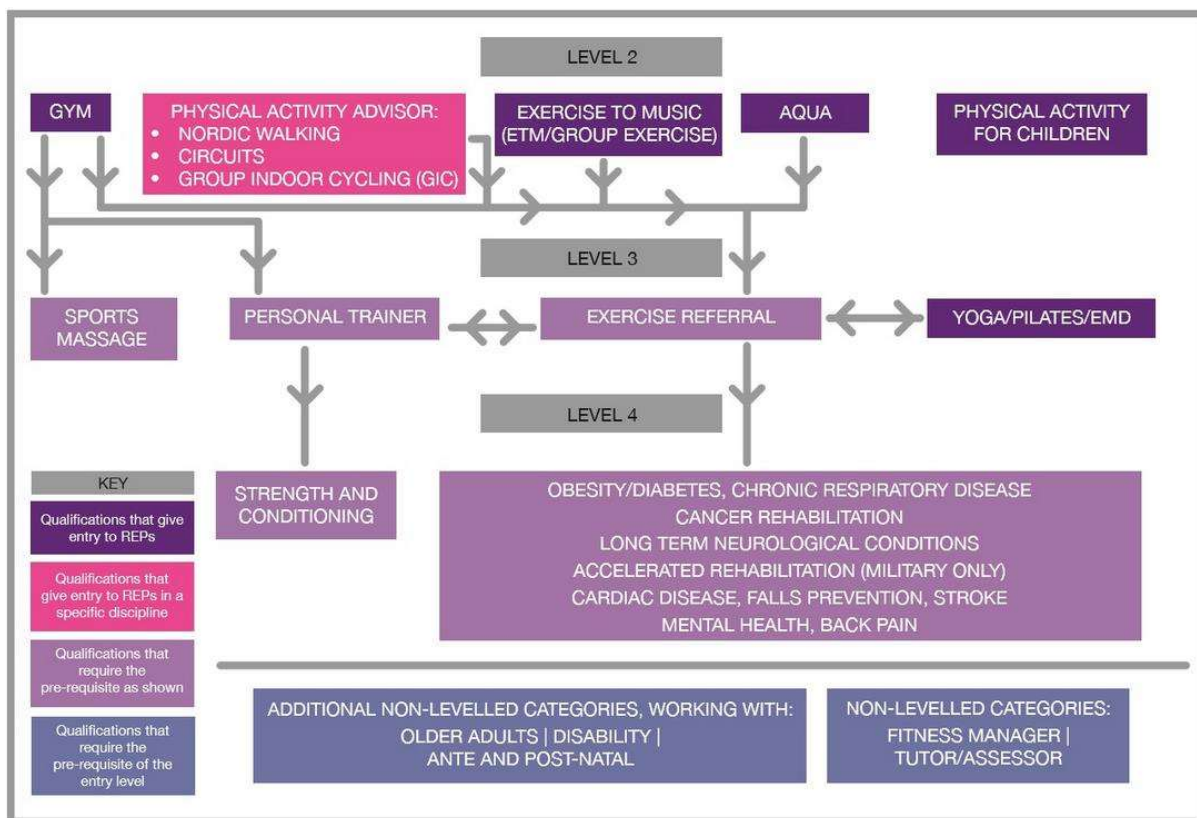


## REPs Categories

The REPs Categories framework is built on standards developed by the industry for the industry that underpin job roles within the health and fitness sector. They are the entry point for new members coming in as qualified exercise professionals.

As you join the register at Level 2 you can see a career pathway through to Level 4, with additional Level 3 categories should you want to work with these specific populations, and non-levelled categories for other career areas.

All categories are underpinned by qualifications, and your qualification will indicate your level of membership. Any industry experience or continuing professional development (CPD) that you undertake will be at the same level of your qualification, so your qualification acts as a prerequisite to further develop your skills and knowledge. As you move up the register, you will be able to increase the level of training in accordance with the new qualifications you achieve. At the same time, you can have the confidence that new skills learnt at each level are covered by your REPs insurance.



<https://www.exerciseregister.org/reps-categories>



# Peacehaven Town Council

## **RULES & REGULATIONS FOR MINI MARKETS HELD AT COMMUNITY HOUSE**

This document is in addition to the Community House: Terms & Conditions of Hire/ Health and Safety

1. The hirer is to be on site at 7.45am to supervise stallholders entering at 8.00am. Please note that stallholders will not be allowed in the building until the organiser is present.
2. Ensure market traders use the car park with due care and consideration for other users and traders.
3. Vehicles are not to block the drop-kerb.
4. The hirer is to enter through the Community House side door and let stallholders in through the fire exits, ensuring that the doors are held open securely. This will be a one-way system in one door out the other
5. Any fire door kept open must have a working auto-closure, not be wedged open or have their exit obstructed.
6. Nothing is to be hung or attached to any of the facility's fittings or fixtures, unless consent from the caretaker on duty has been given.
7. Inform the stallholders that there are rubbish bags available for their use. **ALL** rubbish must be taken home with them.
8. Keep customer walkways clear. A clear pathway of at least 2m width needs to be maintained to allow safe and easy access for all.
9. Keep fire exits clear. All doors must have free access in case of emergency.
10. Do not use the stage.
11. Stallholders must not sell any item which PTC considers inappropriate, or anything illegal, offensive, or counterfeit.

12. Any foodstuffs sold must comply with all current food regulations.
13. It is the hirer's responsibility to ensure that all names, addresses and tel. nos. of stallholders are kept in line with GDPR.
14. No smoking or vaping anywhere in the building. If stallholders smoke or vape outside in the car park, the cigarette-end container [by the entrance door] is to be used, and NO cigarette butts to be put on the ground.
15. Posters, prices etc. are not to be affixed to walls or doors.
16. At the end of the market Stallholders are to leave via the fire exits, ensuring that the doors are held open securely.
17. Ensure that no items are left behind.
18. No items should be stored overnight in the building
19. After all the stallholders have left, close the fire exits and leave by the Community House side door.
20. If a stallholder has any concerns on the premises, they must contact the hirer regarding these concerns, who will then need to speak with the senior caretaker
21. The hall should be vacated by 12.30pm.

I \_\_\_\_\_ (PRINT) on behalf of \_\_\_\_\_

**Agree to abide by the above rules and regulations.**

**SIGNED:** \_\_\_\_\_ **DATED:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**COUNTERSIGNED ON BEHALF OF PEACEHAVEN TOWN COUNCIL:**

**PRINT**

**DATED**

**SIGNED**