



## Brixworth Parish Council

### Minutes of the Ordinary Parish Council Meeting

Thursday 25 April 2024 at 7.30pm

**Community Centre & Library, Spratton Road, Brixworth NN6 9DS**

**In attendance:** Cllr Jackie Bird (Chair), Cllr Christine Ware, Cllr James Collyer, Cllr Tony Nixon, Cllr Barbara Lunnon, Cllr Gary Spratt, Cllr Alan Aisbett, Cllr Tom Mitchell, Cllr Gaurang Mehta, Cllr Elaine Coe, and Cllr Ian Barratt.

**Clerk:** Josie Flavell

**Absent:** Cllr Neal Brown, Cllr Lynne Compton, and Cllr Frances Peacock

**Members of the public:** None

## MINUTES

### PART ONE – OPENING PROCEDURES

24/001	<p><b>Welcome</b> Chair, Cllr Jackie Bird, welcomed all to the meeting and advised of the evacuation procedures and notified all present that the meeting was being recorded.</p>	
24/002	<p><b>Apologies for absence and Acceptance of Apologies for Absence</b> Apologies and reason for absence were received and accepted from :</p> <ul style="list-style-type: none"> <li>▪ Cllr Lynne Compton Prop. Cllr Ware / Sec. Cllr Mitchell. All in favour.</li> <li>▪ It was noted that both Cllr Elaine Coe and Cllr Ian Barratt had forewarned the Clerk and Chair they would be attending the meeting but arriving slightly late.</li> </ul>	
24/003	<p><b>Declarations of Interest</b></p> <p>a) Cllr James Collyer declared a non-pecuniary interest in Urgent Business item (a) First Responder Donation, due to being part of the First Responder Team.</p> <p>b) There were no dispensations or written requests for dispensation of DPI to consider.</p>	
24/004	<p><b>Agree and Sign the Minutes of Previous Meeting</b> Council RESOLVED to Chair, Cllr Jackie Bird approving the following sets of meeting minutes as true and accurate records:</p> <p>a) Ordinary Parish Council Meeting Minutes dated 25<sup>th</sup> April 2024. Prop. Cllr Spratt / Sec. Cllr Aisbett. 8 In favour with 1 abstention.</p> <p>b) Ordinary Parish Council Meeting Confidential Minutes dated 25<sup>th</sup> April 2024 Prop. Cllr Spratt / Sec. Cllr Aisbett. 8 In favour with 1 abstention.</p>	<p><b>Paper A</b></p> <p><b>Paper C1</b></p>
24/005	<p><b>Public Open Forum Session</b> There were no members of public present.</p>	

#### Members of Brixworth Parish Council

Councillor Jackie Bird (Chairman), Councillor Lynne Compton (Vice Chair), Councillor Alan Aisbett, Councillor Ian Barratt, Councillor Neal Brown, Councillor Elaine Coe, Councillor James Collyer, Councillor Barbara Lunnon, Councillor Gaurang Mehta, Councillor Tom Mitchell, Councillor Tony Nixon, Councillor Frances Peacock, Councillor Gary Spratt and Councillor Christine Ware

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**PART TWO – FOR DECISION**

24/006	<p><b>Finance</b> Council RESOLVED to approve the payments list for April 2024. Prop. Cllr Lunnon / Sec. Cllr Ware. All in favour.</p>	GK														
24/007	<p><b>Railway/Heritage Benches</b> <i>All agreed that this item was to be deferred until Cllr Ian Barratt arrived at the meeting and would be discussed at that time.</i> Council considered the request from Cllr Barratt to relocate one of the recently refurbished heritage benches to the Wellbeing Park at Spratton Road, due to its current location near to the allotments, making it vulnerable to vandalism. Cllr Barratt asked for the bench to be monitored and once the Wellbeing Park project is fully underway, for Council to revisit the request at that time. Council agreed to this course of action.</p>	JF/DF														
24/008	<p><b>Personnel Committee</b> Council RESOLVED to Cllr Aisbett joining the Personnel Committee as recommended by the Personnel Committee at its meeting held on the 18<sup>th</sup> of April. Prop. Cllr Lunnon / Sec. Cllr Ware. All in favour.</p>	JF/GK														
<i>Cllr Ian Barratt arrived at 19:33pm</i>																
24/009	<p><b>Policy and Procedure Review</b> Council RESOLVED to re-adopt/adopt the following policies subject to the Clerk re-circulating the Computer Use and Environment Policy due to the original hyperlinks failing: Prop. Cllr Bird / Sec. Cllr Nixon. 9 In favour and 1 against.</p> <table border="0" style="width: 100%;"> <tr> <td>■ Grants Policy</td> <td>■ Complaints Policy</td> </tr> <tr> <td>■ Risk Management Policy</td> <td>■ Computer Use Policy</td> </tr> <tr> <td>■ Whistleblowing Corporate Policy</td> <td>■ Whistleblowing Employee Policy</td> </tr> <tr> <td>■ Environment Policy</td> <td>■ Lighting Policy</td> </tr> <tr> <td>■ Internal Control Policy / Statement</td> <td>■ Asset Register Land</td> </tr> <tr> <td>■ Website Policy</td> <td>■ Asset Register General</td> </tr> <tr> <td>■ Website Accessibility Statement</td> <td>■ Safeguarding Policy</td> </tr> </table>	■ Grants Policy	■ Complaints Policy	■ Risk Management Policy	■ Computer Use Policy	■ Whistleblowing Corporate Policy	■ Whistleblowing Employee Policy	■ Environment Policy	■ Lighting Policy	■ Internal Control Policy / Statement	■ Asset Register Land	■ Website Policy	■ Asset Register General	■ Website Accessibility Statement	■ Safeguarding Policy	DF/GK
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24/010	<p><b>Buttercross/Market Cross</b> Council received a comprehensive report concerning the Buttercross ownership and the land on which it resides. Cllr Nixon reported that he had researched land titles, and the land is showing as unregistered, making it most likely to be common land. Cllr Mitchell reported that one of the quotes is extremely detailed and the other does not give the same level of detail. Cllr Barratt reported that one of the quotes specifies the type of lime mortar to be used and asked the Clerk to consult Cllr Peacock who has certification in conservation items such as this. The Clerk confirmed that an application has to be made to English Heritage for the works to be approved anyway and they will confirm the exact works and materials to be used but would also seek advice from Cllr Peacock. Cllr Collyer queried funding for the works. The Clerk confirmed that due to the Buttercross being classed as a scheduled monument, a grant application would be made to English Heritage to fund the work. Should more funds be needed, this would be covered by general reserves. Council</p>	JF														

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	RESOLVED to give the Clerk delegated authority to manage this project and to report back at a future meeting. Prop. Cllr Bird / Sec. Cllr Ware. All in favour.	
24/011	<p><b>Community Orchard</b></p> <p>Council RESOLVED to ratify the purchases made between meetings i.e. trees and associated materials for the community orchard planting in March, at a total cost of £974.30 (exc. VAT). Prop. Cllr Ware / Sec Cllr Lunnon. All in favour.</p> <p>Council requested that their thanks be recorded in the minutes to all those involved in making the community orchard happen.</p>	-
24/012	<p><b>Parking Restrictions – Spratton Road/Pytchely Way</b></p> <p>Council considered the need to apply for parking restrictions due to receiving several complaints concerning the recent addition of a 1 hour wait limit within the Workhouse car park, which has been creating parking issues along Spratton Road and Pytchley Way.</p> <p>Council RESOLVED <u>not</u> to apply for restrictions and monitor the situation going forward due to the displacement of vehicles to other locations and the fact there is no way of policing the situation.</p> <p>Council agreed for a 'park with care campaign' to be brought to council at a later date for consideration. Prop. Cllr Lunnon / Sec. Cllr Ware. 10 In favour and 1 abstention.</p>	JF/GK
<i>Cllr Elaine Coe arrived at 19:44pm</i>		
24/013	<p><b>Saturday Surgery</b></p> <p>a) Council agreed to Cllr Lunnon joining Cllr Jackie Bird at the next Saturday Surgery on 4<sup>th</sup> May 2024, to be held in the foyer at the Community Centre.</p> <p>b) Council agreed to Cllr Aisbett and Cllr Nixon to host the Saturday Surgery on Saturday 1<sup>st</sup> June 2024, to be held in the foyer at the Community Centre.</p>	GK
24/014	<p><b>SLCC Membership Renewal</b></p> <p>a) Council RESOLVED to approve the renewal of the Clerks SLCC Membership at a cost of £357. Prop. Cllr Lunnon / Sec. Cllr Ware. All in favour.</p> <p>b) Council RESOLVED to approve the renewal of the Admin Asst SLCC Membership at a cost of £183. Prop. Cllr Spratt / Sec. Cllr Lunnon. All in favour.</p>	GK
24/015	<p><b>New Parish Council Notice Board</b></p> <p>a) Council RESOLVED to purchase a new rail mounted Parish Council noticeboard to be installed on the Community Centre car park railings. Prop. Cllr Ware / Sec. Cllr Mitchell. All in favour.</p> <p>b) Council RESOLVED to give the Clerk delegated authority to purchase a new noticeboard up to a budget of £1,200, utilising the Projects earmarked reserves. Prop. Cllr Ware / Sec. Cllr Mitchell. All in favour.</p>	JF/GK
24/016	<p><b>Additional Benches St Davids</b></p> <p>a) Council considered the request to purchase additional benches for the play area at St David's Recreational Park. Cllr Coe mentioned the complaints received concerning youths hanging around the park and causing issues, and wondered if the benches would make this matter worse. The Clerk reported that the anti-climb measures for the rope swing are being dealt with and that PCSO Carl Barton has agreed to monitor and manage any ASBO behaviour going forward.</p> <p>b) Council RESOLVED to give the Clerk delegated authority to purchase additional seating and picnic benches up to a budget of £2,000, utilising the St David's Project Reserves. Prop. Cllr Bird / Sec. Cllr Mitchell. All in favour.</p>	JF  JF

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	Cllr Mehta proposed that council should ask residents if they would like to sponsor benches/picnic benches at St David's. The Clerk reported that maybe sponsorship of other items round the parish, such as planters etc could also be requested. All agreed this was a good idea and that a social media campaign should be created for this.	JF/GK
24/017	<p><b>Bank Mandate &amp; Debit Card</b></p> <p>a) Council NOTED the issues experienced with the amendments to the bank mandate and accept these reasons as to why changes are only just being made.</p> <p>b) Council RESOLVED to add the following individuals as bank signatories to the new bank mandate as follows:</p> <ul style="list-style-type: none"> <li>- Josie Flavell (Clerk)</li> <li>- Barbara Lunnon (Councillor)</li> <li>- Jackie Bird (Chair)</li> <li>- Tony Nixon (Councillor)</li> <li>- Gavin Kirkup (Admin Assistant)</li> </ul> <p>Prop. Cllr Bird / Sec. Cllr Mitchell. All in favour.</p> <p>c) Council NOTED the removal of the following individuals from the bank mandate:</p> <ul style="list-style-type: none"> <li>- Peter Rowbottom</li> <li>- Stephen James</li> <li>- Kevin Parker</li> <li>- Alexandra Coles</li> </ul> <p>d) Council NOTED the council debit card is being cancelled due to being in the name of the ex-Clerk, Peter Rowbottom.</p> <p>e) Council RESOLVED to authorising the Clerk, Josie Flavell, to apply for a new debit card in her name between meetings once the new bank mandate has been set up and confirmed.</p> <p>Prop. Cllr Lunnon / Sec. Cllr Spratt. All in favour.</p>	JF
24/018	<p><b>Fruit Tree Donation – Holcot Road Orchard</b></p> <p>Council RESOLVED to accept the donation of an extra fruit tree from Mr &amp; Mrs Cotter for the Holcot Road community orchard, to complete the planting for this area. Council requested their thanks to Mr &amp; Mrs Cotter to be recorded. Prop. Cllr Ware / Sec. Cllr Lunnon. All in favour.</p>	-
24/019	<p><b>Planters – Harborough Road/Co-op</b></p> <p>a) Due to the residents changing their minds, this agenda item is now null and void.</p> <p>b) Council NOTED and accepted the kind donation from Jenzy Plants to plant flowers in the planters annually once the current flowers need replacing.</p>	JF/GK
24/020	<p><b>Bow Top Fencing – St Davids</b></p> <p>Council RESOLVED to approve the quote with Work Metal Design for £2,450.00 (exc. VAT) for the installation of the Bow Top fencing around the MUGA at St David's play area.</p> <p>Prop. Cllr Bird / Sec. Cllr Coe. All in favour.</p>	JF/DF

**PART THREE – FOR INFORMATION**

24/021	<p><b>Annual Return Section 02 Accounting Statement – 31<sup>st</sup> March 2024</b></p> <p>a) Council received and NOTED the contents of Section 02 Accounting statement of the Annual Governance and Accountability Return for year-ending 31<sup>st</sup> March 2024.</p> <p>b) Council received and NOTED the authorisation of Section 2 by the Responsible Financial Officer.</p>	-
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24/022	<b>Year-end Accounts 31<sup>st</sup> March 2024</b> a) Council received and NOTED all year-end finance reports. b) Council received and NOTED the year-end bank reconciliation.	-
24/023	<b>Internal Audit – Year-ending 31<sup>st</sup> March 2024</b> Council NOTED the date of the Internal Audit as Friday 26 <sup>th</sup> April 2024.	-
24/024	<b>Host A Councillor</b> Council received and NOTED the Host A Councillor report dated the 10th April 2024. Cllr Mitchell and Cllr Barratt attended and reported it was disappointing as WNC Highways Officers were in attendance which resulted in members of the public spending most of their time liaising with them and not with Council. Cllr Lunnon and the Clerk reported that they had try to stop WNC from attending on the same day and have already filed a complaint with WNC concerning this matter.	-
24/025	<b>Living Wage Foundation</b> Council NOTED that the Living Wage Foundation Accreditation fee increased by 4% to £69 from the 1 <sup>st</sup> of April 2024.	-
24/026	<b>Committee and Working Group Minutes</b> Council received and NOTED the following sets of minutes/notes, as circulated to Council: a) Planning Committee Meeting held on 8 <sup>th</sup> April 2024 b) Personnel Committee Meeting held on 18 <sup>th</sup> April 2024 c) Finance Committee Meeting held on 18 <sup>th</sup> April 2024 d) Allotments Working Group Meeting held on 22 <sup>nd</sup> April 2024 (Confidential papers included)	-
24/027	<b>Clerk's Report</b> Council received and NOTED the Clerk's monthly report. Council wished their thanks to be recorded to the Clerk, admin team, and the Chair, for all their hard work recently and du council during the previous council year.	-
24/028	<b>Church Maintenance Meeting</b> Council received and NOTED the meeting paper and agreed all actions, which were proposed and resolved under urgent matters, subject to an initial audit being carried out to identify any areas of particular sensitivity. Council wished their thanks to the Clerk be recorded for researching the new legislation.	JF
24/029	<b>Parish Councillor Representatives Updates</b> Council received updates as follows: a) Village Hall – Cllr Lunnon reported that the vandalism issue involving youths - with the peeling off of the village hall render and throwing is into a neighbouring garden – has continued. Police are aware and are hopefully attending the Village Hall AGM. Main Door Issues – directly opposite the main entrance door is another inner main door. Members of the public not associated with, or using the village hall, have been accessing the building out of hours, as they have realised that the inner door is unlocked and allows them entry to the building when the main door has been locked at the end of each day. Water leak – the faulty piece of lead pipe has now been fixed. The Trustees are unsure if there are any grounds to claim off the insurance for the water bill and £6k repair invoice. b) Thomas Roe Charity - Cllr Mitchell reported that a meeting took place a few weeks ago and 5 applicants were granted funding, with 1 application on hold until they receive their university application. The school application was not successful, but the Clerk confirmed that she had	-

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	<p>contacted the school with the forms, and they had returned it already at a high sum of £6k. Cllr Mitchell agreed to forward the original application the Clerk which was only for £1,800, with the Clerk agreeing to contact the school to explain that only one application can be submitted.</p> <p>c) NCALC – the Clerk reported that new Financial Regulations will be available for adopting at the end of April and are a complete re-write of the current version.</p> <p>d) Police Liaison – There were no new reports to receive.</p> <p>e) Armed Forces - Cllr Bird reported there is a trip to RAF Duxford on Sunday. New pins badges have been ordered for D-Day.</p> <p>f) Verification Officer – there were no new reports to receive.</p> <p>g) Environment, Highways and Climate Change Champion - Cllr Ware reported that Rita the Refill Van has been secured for Brixworth, visiting between 10am and 12 noon, 3 Saturday mornings every month, and will be parked outside the Community Centre on the forecourt. A social media campaign will be launched to alert residents to bring their bags and containers to be filled.</p> <p>Cllr Ware attended the CPRE Landscape Design presentation – protecting rural landscape - and CPRE are hopeful it will become a weighty supplementary planning document in future.</p> <p>h) Central Sports Rep – Cllr Nixon reported that the Clerk is gaining a Land Registry compliant lease plan to enable the Central Sports lease renewal to proceed.</p>	
<b>24/030</b>	<p><b>To Note the Dates of the Next Meetings:</b></p> <p>Council received and NOTED the date of the next set of meetings as follows:</p> <ul style="list-style-type: none"><li>▪ Planning Committee Meeting – 29<sup>th</sup> April 2024</li><li>▪ Saturday Surgery – 4<sup>th</sup> May 2024</li><li>▪ Brixworth Climate Action Group Meeting – 7<sup>th</sup> May 2024</li><li>▪ Annual Parish Meeting – 9<sup>th</sup> May 2024</li><li>▪ Buildings Working Group Meeting – 13<sup>th</sup> May 2024</li><li>▪ Planning Committee – 20<sup>th</sup> May 2024</li><li>▪ Annual Meeting of the Parish Council – 23<sup>rd</sup> May 2024</li></ul>	

#### PART FOUR – CONFIDENTIAL MATTERS

<b>24/031</b>	<p style="text-align: center;"><b>Exclusion of the Press and Public</b></p> <p>Council RESOLVED to exclude the press and public from the meeting in accordance with Public Bodies (Admissions to Meetings) Act 1960 sect 1.2, to discuss matters of commercial and personal confidentiality (Papers for Members only), due it being prejudicial to public interest by reason of the confidential nature of the business to be transacted.</p> <p style="text-align: center;"><b>There were no Press and Public to request to leave the meeting</b></p>	
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#### PART FIVE – CONFIDENTIAL MATTERS

<b>24/032</b>	<p><b>Allotments</b></p> <p>a) Council received a progress report.</p>	
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b) Council agreed the extra grant funding required. Prop. Cllr Ware / Sec. Cllr Lunnon. All in favour.	JF
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**PART SIX – URGENT MATTERS**

24/033	<p><b>Urgent Matters</b> The following urgent matters were made know to the Chair, Cllr Jackie Bird prior to the meeting as follows:</p> <p>a) <b><u>First Responders Donation</u></b> Council RESOLVED to donate £100 to the Northampton Community First Responders for undertaking the recent community defib training. Prop. Cllr Ware / Sec. Cllr Spratt. 10 in Favour with 1 abstention</p> <p>b) <b><u>Churchyard Maintenance</u></b> At this juncture in the meeting, Cllr Barratt declared a non-prejudicial interest due to being a member of the Church. Council RESOLVED to approve all proposals put forward in accordance with Meeting Paper Q and for the work to commence in May, subject to a green audit being conducted first Prop. Cllr Mitchell / Sec. Cllr Coe Subject to green audits. All in favour.</p> <p>c) <b><u>Scribe Assets Management Package</u></b> Council RESOLVED to approve to sign up to the 12 month free trial of the Asset Management package by the end of April. Prop. Cllr Mitchell / Sec. Cllr Ware. All in favour.</p> <p>d) <b><u>St David's Sports Pitches – Remedial Works</u></b> Council RESOLVED to give the Clerk delegated authority to gain and approve a quote for urgent remedial works to make the pitches safe for Cricket, due to the prolonged inclement weather experienced in recent months. Prop. Cllr Lunnon Sec. Cllr Ware. All in favour.</p> <p><b>The Clerk reported that all of the above items will be fully ratified at the May council meeting.</b></p>
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**PART SEVEN – CLOSING PROCEDURES**

24/034	<p><b>Next Ordinary Meeting</b> a. There were no items reported for inclusion on the next meeting agenda. b. Council NOTED the next meeting date for the Annual Council Meeting as 23<sup>rd</sup> May 2024.</p>	-
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In the absence of further business, the meeting closed at 20:46pm

**Signed as a true and accurate record:**

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Cllr Jackie Bird – Chair  
Brixworth Parish Council  
Date: 23<sup>rd</sup> May 2024

**Minutes Prepared by:**

Josie Flavell  
Parish Clerk

**Brixworth Parish Council**

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# Brixworth Parish Council

# Financial Regulations



Document Number	CORP18
Adopted	May 2024
Reviewed	N/A
Next Review	May 2025
Folder Location:	Operations/Documents/Policies/CORPORATE

## BRIXWORTH FINANCIAL REGULATIONS

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These Financial Regulations were adopted by the council at its meeting held on May 2025.

## 1. General

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

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

1.7. In addition, the council shall:

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

## **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/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/RFO shall prepare a draft risk assessment including risk management proposals for consideration by the council.

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

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

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

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

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

## **3. Accounts and audit**

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

- 3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**
- **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
  - **a record of the assets and liabilities of the council;**
- 3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual {Governance and Accountability} Return.
- 3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual {Governance and Accountability} Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.
- 3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.
- 3.7. The internal auditor shall be appointed by the council and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.
- 3.8. The council shall ensure that the internal auditor:
- is competent and independent of the financial operations of the council;
  - reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
  - can demonstrate competence, objectivity, and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and
  - has no involvement in the management or control of the council
- 3.9. Internal or external auditors may not under any circumstances:
- perform any operational duties for the council;
  - initiate or approve accounting transactions;
  - provide financial, legal, or other advice including in relation to any future transactions; or
  - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

- 3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.
- 3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.
- 3.12. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

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

- 4.1. **Before setting a precept, the council must calculate its [council tax (England) 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/November 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 will inform committees of any salary implications before they consider their draft their budgets.
- 4.3. No later than October each year, the RFO shall prepare a draft budget with detailed estimates of all income and expenditure for the following financial year, along with a forecast for the following 2 financial years, taking account of the lifespan of assets and cost implications of repair or replacement.
- 4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. Unspent funds for partially completed projects may only be carried forward (by placing them in an earmarked reserve) with the formal approval of the full council.
- 4.5. The Finance Committee shall review the draft budget and submit any proposed amendments to the council not later than the end of November each year.
- 4.6. The draft budget with any committee proposals and 2 year forecast, including any recommendations for the use or accumulation of reserves, shall be considered by the finance committee and a recommendation made to the council.
- 4.7. Having considered the proposed budget and 2 year forecast, 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 January** 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 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 by advertising an open invitation for tenders in compliance with any relevant provisions of the Legislation. Tenders shall be invited in accordance with Appendix 1.
- 5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation<sup>1</sup> regarding the advertising of contract opportunities and the publication of notices about the award of contracts.**
- 5.8. For contracts greater than £3,000 excluding VAT the Clerk/RFO shall seek at least 3 fixed price quotes;
- 5.9. Where the value is between £500 and £3,000 excluding VAT, the Clerk/RFO shall try to obtain 3 estimates, which might include evidence of online prices, or recent prices from regular suppliers.
- 5.10. For smaller purchases, the clerk shall seek to achieve value for money.
- 5.11. **Contracts must not be split into smaller lots to avoid compliance with these rules.**
- 5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:

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<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.

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

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

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

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

- the Clerk, under delegated authority, for any items below £500 excluding VAT.
- the Clerk, in consultation with the Chair of the Council for any items below £3,000 excluding VAT.
- a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under £5,000 excluding VAT.
- in respect of grants, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council.
- the council for all items over £5,000;

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

5.16. No individual member, or informal group of members may issue an official order unless instructed to do so in advance by a resolution of the council, or make any contract on behalf of the council.

5.17. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council {or a duly delegated committee acting within its Terms of Reference} except in an emergency.

5.18. In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to £2,000 excluding VAT on repair, replacement, or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to the council as soon as practicable thereafter.

5.19. No expenditure shall be authorised, no contract entered into, or tender accepted in relation to any major project, unless the council is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.

5.20. An official order or letter shall be issued for all work, goods, and services above £250 excluding VAT, unless a formal contract is to be prepared or an official order



would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.

5.21. Any ordering system can be misused and access to them shall be controlled by the RFO.

## **6. Banking and payments**

6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO, and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with NatWest. 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. Where the certification of invoices is done as a batch, this shall include a statement by the RFO that all invoices listed have been 'examined, verified and certified' by the RFO.

6.4. Personal payments (including salaries, wages, expenses, and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.

6.5. All payments shall be made by online banking, in accordance with a resolution of the council, 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 may authorise in advance for the year.

6.7. A copy of this schedule of regular payments shall be signed by two members on each and every occasion when payment is made - to reduce the risk of duplicate payments.

6.8. A list of such payments shall be reported to the next appropriate meeting of the council for information only.

6.9. The Clerk and RFO shall have delegated authority to authorise payments {only} in the following circumstances:

- i. any payments of up to £500 excluding VAT, within an agreed budget.
- ii. payments of up to £2,000 excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.
- iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 {or to comply with contractual terms}, where the due date for payment is before the next scheduled meeting of the

council, where the Clerk/RFO certifies that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council.

- iv. Fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council.

6.10. The RFO shall present a schedule of payments requiring authorisation, forming part of the agenda for the meeting, together with the relevant invoices, to the council (or finance committee). The council shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. The authorised schedule shall be initialled immediately below the last item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.

## **7. Electronic payments**

- 7.1. Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The bank mandate agreed by the council shall identify 2 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 and Administration Assistant may be authorised signatories, 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, along with the Administration Assistant, shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices shall be reviewed and approved by two authorised signatories prior to payments being made.
- 7.5. In the prolonged absence of the Service Administrator an authorised signatory, including the Administration Assistant, shall set up any payments due before the return of the Service Administrator.
- 7.6. The RFO and Chair shall check the payment details against the invoices before approving payments to be made.
- 7.7. Evidence shall be retained showing which authorised signatories approved the online payments and a printout of the transaction confirming that the payment has been made shall be appended to the invoice for audit purposes.
- 7.8. A full list of all payments made in a month shall be provided to the next council meeting.
- 7.9. With the approval of the council in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are signed by two authorised members.

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

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

## **8. Cheque payments**

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

## **9. Payment cards**

- 9.1. Any Debit Card issued for use will be specifically restricted to the Clerk/RFO and will also be restricted to a single transaction maximum value of £500 unless authorised by council or finance committee in writing before any order is placed.
- 9.2. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk/RFO, Administration Assistant and Groundsman and any balance shall be paid in full each month.
- 9.3. Personal credit or debit cards of members or staff shall not be except for expenses of up to £250 including VAT, incurred in accordance with council policy.

## **10. Petty Cash**

- 10.1. The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk [or RFO] (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.

## **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. Payroll reports will be reviewed by the finance committee to ensure that the correct payments have been made.
- 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.

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

### **14. 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. Stores and equipment**

15.1. The Clerk in association with the Groundsman shall be responsible for the care and custody of stores and equipment At St David's and the Ashway recreational

grounds. The Clerk in association with the Cleaner and Centre Manager shall be responsible for the care and custody of stores and equipment at the Community Centre.

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

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

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

## **16. Assets, , and estates**

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

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

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

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

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

## **17. Insurance**

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

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

17.3. 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.

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

## **18. Charities**

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

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

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

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

19.3. 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.



# Brixworth Parish Council

# Privacy Policy



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Adopted	May 2018
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*There are two privacy notices. The first is to be used for residents and members of the general public (but not for staff, councillors or anyone with a role in the local council). The second privacy notice is for staff members, councillors and anyone else with a role in the council.]*

## GENERAL PRIVACY NOTICE

### Your personal data – what is it?

“Personal data” is any information about a living individual **that** allows them to be identified from that data (for example a name, photographs, videos, email address, or address). Identification can be directly using the data itself or by combining it with other information **that** helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a separate list of the ID numbers **that** give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation **that** applies in the United Kingdom, including the General Data Protection Regulation (the “GDPR”) and other legislation relating to personal data and rights such as the Human Rights Act.

### Who are we?

This Privacy Notice is provided to you by the Brixworth Parish Council, which is the data controller for your data.

### Other data controllers the council works with:

- **Local Authorities**
- Community groups
- Charities
- Other not for profit entities
- Contractors
- Credit reference agencies

We may need to share **the** personal data we hold with them so that they can carry out their responsibilities to the council. If we and the other data controllers listed above are processing your data jointly for the same purposes, then the council and the other data controllers may be “joint data controllers”. **This means** we are all collectively responsible to you for your data. Where each of the parties listed above are processing your data for their own independent purposes, then each of us will be independently responsible to you. **If you** have any questions, wish to exercise any of your rights (see below) or wish to raise a complaint, you should do so directly to the relevant data controller.

A description of what personal data the council processes and for what purposes is set out in this Privacy Notice.

### The council will process some or all of the following personal data where necessary to perform its tasks:

- Names, titles, and aliases, photographs;
- Contact details such as telephone numbers, addresses, and email addresses;
- Where they are relevant to the services provided by a council, or where you provide them to us, we may process information such as gender, age, marital status, nationality, education/work history, academic/professional qualifications, hobbies, family composition, and **dependents**;
- Where you pay for activities such as use of a council hall, financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers;
- The personal data we process may include sensitive or other special categories of personal data such as criminal convictions, racial or ethnic origin, mental and physical health, details of injuries, medication/treatment received, political beliefs, trade union affiliation, genetic data, biometric data, data concerning and sexual life or orientation.

## How we use sensitive personal data

- We may process sensitive personal data including, as appropriate:
  - information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work;
  - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
  - in order to comply with legal requirements and obligations to third parties.
- These types of data are described in the GDPR as “Special categories of data” and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.
- We may process special categories of personal data in the following circumstances:
  - In limited circumstances, with your explicit written consent.
  - Where we need to carry out our legal obligations.
  - Where it is needed in the public interest.
- Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else’s interests) and you are not capable of giving your consent, or where you have already made the information public.

## Do we need your consent to process your sensitive personal data?

- In limited circumstances, we may approach you for your written consent to allow us to process certain sensitive personal data. If we do so, we will provide you with full details of the personal data that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.

## The council will comply with data protection law. This says that the personal data we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely, including ensuring that appropriate technical and security measures are in place to protect your personal data from loss, misuse, unauthorised access and disclosure.

## We use your personal data for some or all of the following purposes:

- To deliver public services, including to understand your needs to provide the services that you request and to understand what we can do for you and inform you of other relevant services;
- To confirm your identity to provide some services;
- To contact you by post, email, telephone or using social media (e.g., Facebook, Twitter, WhatsApp);
- To help us to build up a picture of how we are performing;
- To prevent and detect fraud and corruption in the use of public funds and, where necessary, for the law enforcement functions;
- To enable us to meet all legal and statutory obligations and powers including any delegated functions;
- To carry out comprehensive safeguarding procedures (including due diligence and complaints handling) in accordance with best safeguarding practice from time to time. This is with the aim of ensuring that all children and adults-at-risk are provided with safe environments and generally as necessary to protect individuals from harm or injury;
- To promote the interests of the council;
- To maintain our own accounts and records;
- To seek your views, opinions or comments;
- To notify you of changes to our facilities, services, events and staff, councillors and other role holders;
- To send you communications that you have requested and that may be of interest to you. These may include information about campaigns, appeals, other new projects or initiatives;
- To process relevant financial transactions, including grants and payments for goods and services supplied to the council
- To allow the statistical analysis of data so we can plan the provision of services.

Our processing may also include the use of CCTV systems for the prevention and prosecution of crime.

## What is the legal basis for processing your personal data?

The council is a public authority and has certain powers and obligations. Most of your personal data is processed for compliance with a legal obligation, which includes the discharge of the council's statutory functions and powers. Sometimes, when exercising these powers or duties, it is necessary to process personal data of residents or people using the council's services. We will always take into account your interests and rights. This Privacy Notice sets out your rights and the council's obligations to you. We may process personal data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract. An example of this would be processing your data in connection with the use of sports facilities, or the acceptance of an allotment garden tenancy. Sometimes the use of your personal data requires your consent. We will first obtain your consent to that use.

## Sharing your personal data

This section provides information about the third parties with whom the council may share your personal data. These third parties have an obligation to put in place appropriate security measures and will be responsible to you directly for the manner in which they process and protect your personal data. It is likely that we will need to share your data with some or all of the following (but only where necessary):

- The data controllers listed above under the heading "Other data controllers the council works with";
- Our agents, suppliers and contractors. For example, we may ask a commercial provider to publish or distribute newsletters on our behalf, or to maintain our database software;
- On occasion, other local authorities or not for profit bodies with whom we are carrying out joint ventures e.g. in relation to facilities or events for the community.

## How long do we keep your personal data?

We will keep some records permanently, if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

## Your rights and your personal data

You have the following rights with respect to your personal data:

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

### 1) ***The right to access personal data we hold on you***

- At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from. Once we have received your request we will respond within one month.
- There are no fees or charges for the first request but additional requests for the same personal data, or requests that are manifestly unfounded or excessive, may be subject to an administrative fee.

### 2) ***The right to correct and update the personal data we hold on you***

- If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.

### 3) ***The right to have your personal data erased***

- If you feel that we should no longer be using your personal data, or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.
- When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).

### 4) ***The right to object to processing of your personal data or to restrict it to certain purposes only***

- You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.
- 5) ***The right to data portability***
- You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.
- 6) ***The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained***
- You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).
- 7) ***The right to lodge a complaint with the Information Commissioner's Office.***
- You can contact the Information Commissioners Office on 0303 123 1113 or via visit to <https://ico.org.uk/global/contact-us/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

### **Transfer of Data Abroad**

Any personal data transferred to countries or territories outside the European Economic Area ("EEA") will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. [Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas].

### **Further processing**

If we wish to use your personal data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

### **Changes to this notice**

We keep this Privacy Notice under regular review and we will place any updates on [www.brixworthparishcouncil.gov.uk](http://www.brixworthparishcouncil.gov.uk). This Notice was last updated in **April 2024**.

### **Contact Details**

Please contact us if you have any questions about this Privacy Notice or the personal data we hold about you, or to exercise all relevant rights, queries or complaints at:

The Data Controller, Brixworth Parish Council - Email: [parish.clerk@brixworthparishcouncil.gov.uk](mailto:parish.clerk@brixworthparishcouncil.gov.uk)

# **Brixworth Parish Council**

## **PRIVACY NOTICE**

### **For staff\*, councillors and Role Holders\*\***

\*"Staff" means employees, workers, agency staff and those retained on a temporary or permanent basis

\*\*Includes, volunteers, contractors, agents, and other role holders within the council including former staff\* and former councillors. This also includes applicants or candidates for any of these roles.

### **Your personal data – what is it?**

"Personal data" is any information about a living individual **that** allows them to be identified from that data (for example a name, photographs, videos, email address, or address). Identification can be directly using the data itself or by combining it with other information **that** helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a separate list of the ID numbers **that** give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation **that** applies in the United Kingdom, including the General Data Protection Regulation (the "GDPR") and other legislation relating to personal data and rights such as the Human Rights Act.

### **Who are we?**

This Privacy Notice is provided to you by Brixworth Parish Council which is the data controller for your data.

### **The council works together with:**

- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies

We may need to share personal data we hold with them so that they can carry out their responsibilities to the council and our community. The organisations referred to above will sometimes be "joint data controllers". This means we are all responsible to you for how we process your data where for example two or more data controllers are working together for a joint purpose. If there is no joint purpose or collaboration then the data controllers will be independent and will be individually responsible to you.

### **The council will comply with data protection law. This says that the personal data we hold about you must be:**

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect your personal data to protect personal data from loss, misuse, unauthorised access and disclosure.

### **What data do we process?**

- Names, titles, and aliases, photographs.
- Start date / leaving date
- Contact details such as telephone numbers, addresses, and email addresses.

- Where they are relevant to our legal obligations, or where you provide them to us, we may process information such as gender, age, date of birth, marital status, nationality, education/work history, academic/professional qualifications, employment details, hobbies, family composition, and dependents.
- Non-financial identifiers such as passport numbers, driving licence numbers, vehicle registration numbers, taxpayer identification numbers, staff identification numbers, tax reference codes, and national insurance numbers.
- Financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers.
- Financial information such as National Insurance number, pay and pay records, tax code, tax and benefits contributions, expenses claimed.
- Other operational personal data created, obtained, or otherwise processed in the course of carrying out our activities, including, but not limited to, CCTV footage, recordings of telephone conversations, IP addresses and website visit histories, logs of visitors, and logs of accidents, injuries and insurance claims.
- Next of kin and emergency contact information
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process and referral source (e.g. agency, staff referral))
- Location of employment or workplace.
- Other staff data (not covered above) including; level, performance management information, languages and proficiency; licences/certificates, immigration status; employment status; information for disciplinary and grievance proceedings; and personal biographies.
- CCTV footage and other information obtained through electronic means such as swipecard records.
- Information about your use of our information and communications systems.

**We use your personal data for some or all of the following purposes: -**

Please note: We need all the categories of personal data in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations.

- Making a decision about your recruitment or appointment.
- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee, deducting tax and National Insurance contributions.
- Providing any contractual benefits to you
- Liaising with your pension provider.
- Administering the contract we have entered into with you.
- Management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- Making decisions about salary reviews and compensation.
- Assessing qualifications for a particular job or task, including decisions about promotions.
- Conducting grievance or disciplinary proceedings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving you, including accidents at work.
- Ascertaining your fitness to work.
- Managing sickness absence.
- Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- Equal opportunities monitoring.
- To undertake activity consistent with our statutory functions and powers including any delegated functions.
- To maintain our own accounts and records;
- To seek your views or comments;
- To process a job application;
- To administer councillors' interests
- To provide a reference.

Our processing may also include the use of CCTV systems for monitoring purposes.

Some of the above grounds for processing will overlap and there may be several grounds **that** justify our use of your personal data.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we have entered into with you.
- Where we need to comply with a legal obligation.

We may also use your personal data in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest [or for official purposes].

### **How we use sensitive personal data**

- We may process sensitive personal data relating to staff, councillors and role holders including, as appropriate:
  - information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work;
  - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
  - in order to comply with legal requirements and obligations to third parties.
- These types of data are described in the GDPR as "Special categories of data" and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.
- We may process special categories of personal data in the following circumstances:
  - In limited circumstances, with your explicit written consent.
  - Where we need to carry out our legal obligations.
  - Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our pension scheme.
  - Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.
- Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

### **Do we need your consent to process your sensitive personal data?**

- We do not need your consent if we use your sensitive personal data in accordance with our rights and obligations in the field of employment and social security law.
- In limited circumstances, we may approach you for your written consent to allow us to process certain sensitive personal data. If we do so, we will provide you with full details of the personal data that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.
- You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

### **Information about criminal convictions**

- We may only use personal data relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.
- Less commonly, we may use personal data relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.



- Where appropriate, we will collect personal data about criminal convictions as part of the recruitment process or we may be notified of such personal data directly by you in the course of you working for us.

### **What is the legal basis for processing your personal data?**

Some of our processing is necessary for compliance with a legal obligation.

We may also process data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract. We will also process your data in order to assist you in fulfilling your role in the council, including administrative support or, if processing is necessary, for compliance with a legal obligation.

### **Sharing your personal data**

Your personal data will only be shared with third parties including other data controllers where it is necessary for the performance of the data controllers' tasks or where you first give us your prior consent. It is likely that we will need to share your data with:

- Our agents, suppliers and contractors. For example, we may ask a commercial provider to manage our HR/ payroll functions, or to maintain our database software;
- Other persons or organisations operating within local community.
- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies
- Professional advisors
- Trade unions or employee representatives

### **How long do we keep your personal data?**

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

### **Your responsibilities**

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us.

### **Your rights in connection with personal data**

You have the following rights with respect to your personal data: -

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

#### **1. *The right to access personal data we hold on you***

- At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from. Once we have received your request we will respond within one month.
- There are no fees or charges for the first request but additional requests for the same personal data, or requests that are manifestly unfounded or excessive, may be subject to an administrative fee.

#### **2. *The right to correct and update the personal data we hold on you***

- If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.

#### **3. *The right to have your personal data erased***

- If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.

- When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).
- 4. ***The right to object to processing of your personal data or to restrict it to certain purposes only***
  - You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.
- 5. ***The right to data portability***
  - You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.
- 6. ***The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained***
  - You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).
- 7. ***The right to lodge a complaint with the Information Commissioner's Office.***
  - You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

### **Transfer of Data Abroad**

Any personal data transferred to countries or territories outside the European Economic Area ("EEA") will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas.

### **Further processing**

If we wish to use your personal data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing, if we start to use your personal data for a purpose not mentioned in this notice.

### **Changes to this notice**

We keep this Privacy Notice under regular review and we will place any updates on [www.brixworthparishcouncil.gov.uk](http://www.brixworthparishcouncil.gov.uk). This Notice was last updated in April 2024.

### **Contact Details**

Please contact us if you have any questions about this Privacy Notice or the personal data we hold about you or to exercise all relevant rights, queries or complaints at:

The Data Controller, Brixworth Parish Council

Email: [parish.clerk@brixworthparishcouncil.gov.uk](mailto:parish.clerk@brixworthparishcouncil.gov.uk)

You can contact the Information Commissioners Office on 0303 123 1113 or via visit to <https://ico.org.uk/global/contact-us/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Adopted May 2018

Reviewed May 2019, March 2023, April 2024

Next Review April 2025

# Brixworth Parish Council

# Banking Arrangements



Document Number	FP03
Adopted	May 2024
Reviewed	N/A
Next Review	May 2025
Folder Location: Operations/Policies/FINANCE	

# 1. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS

- The council's banking arrangements, including the bank mandate, are determined by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They will be reviewed annually for safety and efficiency.
- All invoices received for payment are checked for accuracy by the RFO and keyed to the Scribe system, which is used to control and reconcile all payment and receipt transactions against the Council's bank accounts.
- The Parish Admin prepares a schedule of payments requiring authorisation. This is presented to the Full Council meeting for approval under a standard agenda item.
- The council reviews the schedule for compliance and accuracy, having satisfied itself, authorises payment by a resolution of the council. The detailed list of all payments is included as an attachment to the minutes of the meeting at which payment was authorised.
- Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) are summarised to remove public access to any personal information.
- All invoices for payment are examined, verified and certified by the RFO to confirm that:
  - a. the work, goods or services has been received,
  - b. the work has been completed, and examined
  - c. the invoice represents expenditure previously approved by the council
  - d. the invoice is allocated to the correct budget line.
- All expenditure is included in the monthly payment list. The payments list is reviewed at the next available council meeting and approved. Any queries raised by the council are addressed.
- The RFO has delegated authority to authorise the payment of items only in the following circumstances:
  - Expenditure for any items below £250 where there is an allocated budget available.
  - Expenditure on items between £250 and £1000 in liaison with the Chair of the Council.
  - The agreement to spend should be evidenced for audit purposes. Such spending should be reported to the next available Parish Council meeting.
- For each financial year the RFO draws up a list of payments made by direct debit or continuous payment as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year.
- A record of regular payments made under 9 above shall be included in the schedule of payments in 3, thus controlling the risk of duplicated payments being authorised and / or made.

- In respect of grants, formal requests are submitted to the Full Council meeting for consideration and approval. Council will approve expenditure in accordance with any policy statement approved by council.
- Members are subject to the Code of Conduct that has been adopted by the council and will comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest.
- The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.
- Any changes in the recorded details of suppliers, such as bank account records, shall be approved by the RFO.

## 2. INSTRUCTIONS FOR THE MAKING OF PAYMENTS

1. The council will make safe and efficient arrangements for the making of its payments.
2. Invoices received are input to the Scribe system, which generates a unique reference for each invoice.
3. The invoice is stamped with the control stamp and the RFO checks that the invoice is legitimate for payment and annotates the stamp.
4. Each Scribe entry is checked against the invoice, which is annotated by two Councillors for data accuracy.
5. Following authorisation under Financial Regulation 3 above, a duly approved staff member (Verification Officer) initiates the payment by marking the items in Scribe and instructing Nat West to make the payment via internet banking.
6. Checks of randomly selected transactions/payments are completed each month by the Verification Officer of the Parish Council.
7. Transactions in Scribe are verified against Scribe entries for accuracy and control.
8. By preference, all payments are made by internet banking transfer where possible, or if not, by cheque or other instructions to the council's bankers.
9. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee, shall be signed by two members of council in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.
10. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.
11. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.
12. The following regular payments are made by variable direct debit; all payments are reported to council as made.
  - Eon - Utilities for the Community Centre
  - Eon - Electricity for street lighting owned by the Council

- NPOWER – Street Lights
  - Wave/Anglian Water – for water use at Council owned sites
  - Insurance Premiums
  - DVLA - for road fund licence for Council vehicle
  - EE – for Mobile Telephones (x3)
  - Asda – for Staff Mobile Telephones
  - Lex – Van Lease
  - Peninsula – HR Management Services
  - Talk Talk – for Broadband & telephone landline services
  - Nat West Bank – for current account transaction fees
  - Northamptonshire County Association of Local Councils
  - Society of Local Council Clerks
  - Campaign for the Protection of Rural England
  - Northants ACRE (Action with Communities in Rural England)
  - The Living Wage Foundation
  - ICO Data Protection
13. The approval of the use of a variable direct debit shall be renewed by resolution of the council at the annual Parish Council meeting in May.
  14. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at the annual Parish Council meeting in May.
  15. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question.
  16. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware, and firewall software with automatic updates, together with a high level of security, is used.
  17. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.
  18. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier.
  19. The council will not maintain any form of cash float. All cash received must be banked intact.

**Policy Adopted: May 2024**  
**Next Review Date: May 2025**

## Section 1 – Annual Governance Statement 2023/24

We acknowledge as the members of:

ENTER NAME OF AUTHORITY

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

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

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

DD/MM/YYYY

and recorded as minute reference:

MINUTE REFERENCE

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

Chair

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

## Section 2 – Accounting Statements 2023/24 for

ENTER NAME OF AUTHORITY

RESTATED \*

	Year ending		Notes and guidance
	31 March 2023 £	31 March 2024 £	
<b>1.</b> Balances brought forward	*		<i>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.</i>
<b>2.</b> (+) Precept or Rates and Levies			<i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i>
<b>3.</b> (+) Total other receipts	*		<i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i>
<b>4.</b> (-) Staff costs	*		<i>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.</i>
<b>5.</b> (-) Loan interest/capital repayments			<i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i>
<b>6.</b> (-) All other payments	*		<i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i>
<b>7.</b> (=) Balances carried forward			<i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i>
<b>8.</b> Total value of cash and short term investments			<i>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></i>
<b>9.</b> Total fixed assets plus long term investments and assets			<i>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.</i>
<b>10.</b> Total borrowings			<i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i>

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

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**

SIGNATURE REQUIRED

Date

DD/MM/YYYY

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

DD/MM/YYYY

as recorded in minute reference:

MINUTE REFERENCE

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

SIGNATURE REQUIRED



## Brixworth Parish Council

16 May 2024 (2024-2025)

## PAYMENTS LIST

Vouche	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
29	07.06 Van Lease Costs	01/05/2024		01 Nat West Revenu		Van Lease Costs	Lex Autolease	S	239.58	47.91	287.49
30	11.17 The Ashway Car Park	24/05/2024		01 Nat West Revenu		Ashway Pothole Repairs	Phoenix Surfacing	S	752.52	150.50	903.02
31	04.14 Subsidiary/Misc	23/04/2024		01 Nat West Revenu		Land Enquiry	HM Land Registry	E	6.00		6.00
32	04.14 Subsidiary/Misc	24/05/2024		01 Nat West Revenu		Local Awards Scheme Registrat	NALC	S	50.00	10.00	60.00
33	07.02 Sundry Purchases - Main	24/05/2024		01 Nat West Revenu		Maintenance Sundries	Trade UK - B&Q/ Screwfix	S	33.73	6.74	40.47
34	03.01 Clerk's Expenses	24/05/2024		01 Nat West Revenu		Expenses	Clerk - Josie Flavell	E	22.06		22.06
35	07.02 Sundry Purchases - Main	24/04/2024		01 Nat West Revenu		New environmentally friendly n	Amazon Services Europe S	S	24.59	4.92	29.51
36	03.03 Telephone -Mobile Staff	24/04/2024		01 Nat West Revenu		Phone Top Up - Staff	Asda Mobile	X	5.00		5.00
37	07.02 Sundry Purchases - Main	24/04/2024		01 Nat West Revenu		New environmentally friendly n	Amazon Services Europe S	S	29.31	5.87	35.18
38	07.02 Sundry Purchases - Main	26/04/2024		01 Nat West Revenu		Combination Lock for cleaners	Amazon Services Europe S	S	3.07	0.62	3.69
39	03.03 Telephone -Mobile Staff	26/04/2024		01 Nat West Revenu		Phone Top Up - Staff	Asda Mobile	X	5.00		5.00
40	02.14 Payroll Services	29/04/2024	22/5751	01 Nat West Revenu		Payroll System	DCK Payroll Solutions	S	83.30	16.66	99.96
41	07.02 Sundry Purchases - Main	24/05/2024		01 Nat West Revenu		Maintenance Sundries	Trade UK - B&Q/ Screwfix	S	21.67	4.33	26.00
42	07.02 Sundry Purchases - Main	24/05/2024		01 Nat West Revenu		Maintenance Sundries	Trade UK - B&Q/ Screwfix	S	3.40	0.68	4.08
43	09.05 St David's Trade Waste	24/05/2024		01 Nat West Revenu		Trade Waste	Bakers Waste	S	35.74	7.15	42.89
44	02.10 Human Resources/ Healt	29/04/2024		01 Nat West Revenu		Management Services	Peninsula Business System	S	144.85	28.97	173.82
45	11.12 Community Grants	29/04/2024	24/032	01 Nat West Revenu		Grant	Northampton Allotments	E	650.00		650.00
46	05.04 Defibrillators	29/04/2024	24/033	01 Nat West Revenu		Defib Training Donation	First Responders	E	100.00		100.00
47	11.11 Projects	29/04/2024	24/015	01 Nat West Revenu		New Parish Notice Board	White Light Display	S	1,191.50	238.30	1,429.80
48	05.07 Community Events	01/05/2024		01 Nat West Revenu		D Day Lamp post signs and fla	Royal British Legion Indust	S	113.31	22.67	135.98
49	04.12 Bank Charges	30/04/2024		01 Nat West Revenu		Bank Service Charge	Nat West Bank	E	12.60		12.60
50	02.15 Adobe License	02/05/2024		01 Nat West Revenu		ICT Services	Adobe	E	16.64		16.64
51	03.03 Telephone -Mobile Staff	02/05/2024		01 Nat West Revenu		Phone Top Up - Staff	Asda Mobile	X	5.00		5.00
52	04.17 Cleaning Sundries	02/05/2024		01 Nat West Revenu		Cleaning Sundry	Amazon Services Europe S	S	3.71	0.75	4.46
53	04.17 Cleaning Sundries	02/05/2024		01 Nat West Revenu		Cleaning Sundry	Amazon Services Europe S	S	24.99	5.00	29.99
54	04.17 Cleaning Sundries	02/05/2024		01 Nat West Revenu		Cleaning Sundry	Amazon Services Europe S	S	10.51	2.10	12.61
55	04.17 Cleaning Sundries	02/05/2024		01 Nat West Revenu		Cleaning Sundry	Amazon Services Europe S	S	10.27	2.06	12.33
56	04.17 Cleaning Sundries	02/05/2024		01 Nat West Revenu		Cleaning Sundry	Amazon Services Europe S	S	41.09	8.24	49.33
57	04.17 Cleaning Sundries	02/05/2024		01 Nat West Revenu		Cleaning Sundry	Amazon Services Europe S	S	18.16	3.64	21.80
58	02.11 ICT	24/05/2024		01 Nat West Revenu		Cloudy IT Monthly Charges	Cloudy IT	S	236.70	47.34	284.04
59	08.03 Ashway Changing Room	20/05/2024		01 Nat West Revenu		Water & Sewerage	Wave AW Business	E	60.21		60.21
60	07.11 Pocket Park	24/05/2024		01 Nat West Revenu		Removal of Ball Wall - Sprattor	R&G Grounds Maintenance	S	295.00	59.00	354.00
61	11.25 Projects - St David's Play	24/05/2024		01 Nat West Revenu		Level Planters and Spheres	R&G Grounds Maintenance	S	200.00	40.00	240.00

## PAYMENTS LIST

Vouche	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total	
62	08.02	Ashway Grass Cutting	24/05/2024			01 Nat West Revenu	Grounds Maintenance Includin	R&G Grounds Maintenance	S	178.00	35.60	213.60
62	09.02	St David's Grass Cutting	24/05/2024			01 Nat West Revenu	Grounds Maintenance Includin	R&G Grounds Maintenance	S	224.00	44.80	268.80
62	09.01	St David's Grounds Mainl	24/05/2024			01 Nat West Revenu	Grounds Maintenance Includin	R&G Grounds Maintenance	S	935.00	187.00	1,122.00
62	08.04	Ashway Grounds Mainte	24/05/2024			01 Nat West Revenu	Grounds Maintenance Includin	R&G Grounds Maintenance	S	385.00	77.00	462.00
63	11.25	Projects - St David's Play	08/05/2024	24/020		01 Nat West Revenu	Bow Top Fencing Deposit	Work and Design on Metal	X	490.00		490.00
64	08.04	Ashway Grounds Mainte	24/05/2024			01 Nat West Revenu	Hedge Maintenance/Tree Cuttin	Treeworx	S	650.00	130.00	780.00
65	09.05	St David's Trade Waste	24/05/2024			01 Nat West Revenu	Trade Waste	Bakers Waste	S	1.20	0.24	1.44
66	04.05	Insurance - Vehicles	13/05/2024			01 Nat West Revenu	Koboto Road Tax	DVLA	E			
67	02.14	Payroll Services	16/05/2024	22/5751		01 Nat West Revenu	Payroll System	DCK Payroll Solutions	S	83.30	16.66	99.96
68	01.01	Salaries	16/05/2024	22/5721		01 Nat West Revenu	Salaries and Wages	DCK Payroll Solutions	E	8,757.20		8,757.20
68	01.03	Pension - LGPS	16/05/2024	22/5721		01 Nat West Revenu	Salaries and Wages	DCK Payroll Solutions	E	1,169.35		1,169.35
68	01.02	Employer NI	16/05/2024	22/5721		01 Nat West Revenu	Salaries and Wages	DCK Payroll Solutions	E	680.91		680.91
69	04.16	Signage	16/05/2024			01 Nat West Revenu	Centre Car Park Signage	J & A International	S	27.07	5.41	32.48
70	04.11	Telephone & Broadband	09/05/2024			01 Nat West Revenu	Broadband & Landline Telepho	Talk Talk Business	S	32.65	6.53	39.18
71	04.11	Telephone & Broadband	15/05/2024			01 Nat West Revenu	Mobile Telephone	EE Limited	S	5.40	1.08	6.48
<b>Total</b>									<b>18,068.59</b>	<b>1,217.77</b>	<b>19,286.36</b>	



## Grant Application Form

All questions on the Application Form must be fully answered. Additional information in support of an Application may be provided, where appropriate

### 1. Organization Details

<p>Name: Friends of Brampton Valley Way (BVW) &amp; Brixworth Country Park (BxCP)</p> <p>Is it a registered charity: no</p> <p>Charity no.: None</p>
<p>How many people use/attend your organization? 15 volunteers, numerous visitors and several hundred Facebook followers</p> <p>How many are Brixworth residents? 8 volunteers: visitors/followers unknown</p>
<p>Brief description of objectives of the organization and activities in the parish:</p> <p>Friends of BVW &amp; BxCP, a community group set up to promote the use of, maintain and support improvements to the Brampton Valley Way (BVW) and Brixworth Country Park (BxCP), including Martin Moore Wood, (adjacent to the WindHover pub), an apple orchard at Lamport, and two tunnels: Kelmars (294 metres) and Oxendon (422 metres) and drainage infrastructure along the Way. And to maintain all in close cooperation with the Park's Rangers Strategic Plan.</p> <p>These green spaces provide a valuable range of opportunities for physical/leisure activity to visitors, as well as a healthy habitat for a wide variety of wildlife, plus a wide range of trees and plants.</p>

Name of contact:	Keith Dobell
Address:	30 Stonehill Way, Brixworth
Postcode:	NN6 9LW
Telephone no.:	07500 338336
Email address:	<a href="mailto:keith.dobell1@gmail.com">keith.dobell1@gmail.com</a> & <a href="mailto:hellobvw@gmail.com">hellobvw@gmail.com</a>
Position of contact:	Chair of Group

## 2. Contact Details

## 3. Project / Activity Details

Briefly describe the project or purpose for which you require a grant (you must demonstrate a clear need):

To continue our work effectively we need some additional equipment in the form of a Polepruner and Brushcutter, along with the relevant training to become qualified to use it.

We will continue to maintain the locations by controlling the vegetation, clearing overgrown brambles and self-sets to open the canopy and allow sunlight to reach the floor. This would improve drainage and enable wildflowers to develop more successfully.

How will the funding benefit residents of Brixworth (include the number of beneficiaries living in the Parish)?

Residents are frequent visitors to the Park's locations for exercise and relaxation. Dog walkers especially take advantage of the public access open areas on their doorstep.

## 4. Financial Details

Current balance in all bank account (s) and investments at the time of this application  
£1131.49 (includes £501.62 Restricted Funds)

Estimated annual income and expenditure of organization:  
  
Income: £100-£300 from donations  
  
Expenditure: £3-400 insurances, RHS affiliation, and maintenance of equipment

What is the total cost of the project? £2,300  
  
This is comprised of:  
Pole pruner & Battery £775,  
Brushcutter/Strimmer £615  
Training (x6 C&G level) £800  
PPE £120

**What is the total amount of grant requested? £2,300**

Details of how the remaining balance will be funded:  
  
We have no other sources at present.

Details of any fundraising events held / planned or funding received:  
  
None planned other than any grant opportunities that become available to apply for.

Details of previous grants from the Parish Council within the last 5 years:

£1500 for the purchase of a powered auger, relevant H&S training and additional grounds keeping equipment. (s.137 LGA 1972) in May 2022.

Any other comments in support of your application?

### 5. Declaration

I declare that I am authorised to make the application on behalf of the above organisation.

I have read and fully understood the Brixworth Parish Council Grants Policy and certify that the information contained in this application is correct at the time of submission.

Signed: .....

Dated: .....

Check – ✓

- Read and understood the Grants Policy?

- Accounts attached?
- Constitution attached?
- Evidence attached of alternative funding sources (if applicable)?
- Evidence attached of the project costs?
- Evidence attached of 'best value - three quotes for those projects costing more than £500?

**Please return this form with enclosures to the Clerk of Brixworth Parish Council via email at [parish.clerk@brixworthparishcouncil.gov.uk](mailto:parish.clerk@brixworthparishcouncil.gov.uk)**

## FRIENDS OF BVW AND BxCP

## ACCOUNTS 2023/24

OPENING BALANCE		771.1	
<b>INCOME</b>			
S WOOD DONATION	150		
<i>RESTRICTED FUNDS</i>			
BARCLAYCARD	500		
BB CHARITY	550		
<i>SUB TOTAL</i>	<i>1200</i>		
PETTY CASH	201.97		
TOTAL		2173.07	
<b>EXPENDITURE</b>			
MOWERS SHOP	9		Under payment
PRINTING	28.85		
RHS MEMBERSHIP	45		
INSURANCE	175		
MOWERS SHOP	96.11		Repair to Hedge Cutter
<i>SUB TOTAL</i>	<i>353.96</i>		
<i>RESTRICTED FUNDS</i>			
BARCALYCARD			
BARCALYCARD WOOD	251.72		
BARCLAYCARD BULBS	185.95		
BARCALYCARD EXTRAS	63.95		
<i>SUB TOTAL</i>	<i>501.62</i>		
BB CHARITY			
SGR MARKETING	186		
<i>SUB TOTAL</i>	<i>186</i>		
		1041.58	
CLOSING BALANCE	1131.49		

## NOTES

- 1 The accounting year is from April to April
2. All Assets are written off in the year of purchase
- 3 Petty cash is maintained as a float
- 4 The annual running costs of the Friends to continue in the current state is estimated to be £400 a year
5. Currently there are no reserves being built for machine replacement



Quote 1

**THE MOWER SHOP (Northampton) Ltd**

Northampton Road, West Haddon,  
Northamptonshire. NN6 7AS.  
Tel: (01788) 510453 Fax: (01788) 510418  
E-mail: themowershop@btclick.com



13 July 2023

Dear Keith

**Quotation for Friends of BVW & BxCP**

Please find quote below for items of equipment required for Friends of BVW & BxCP as requested which I hope may be of interest to you.

**Stihl Equipment**

FSA135 - £414.00 plus vat  
FSKM - £43.92 plus vat  
HTA66 - £363.75 plus vat  
Harness - £86.19 plus vat  
AP300S - £432.00 plus vat

**PPE**

Dynamic Ergo Helmet x2 - £96.30 No VAT on these items  
Dynamic visor with attached ear defenders x2 - £69.02 plus vat  
Safety goggles x6 {these need not be Stihl and quality lower-priced alternatives would suit}. - £31.08 plus vat

Total £1536.26 plus vat

**Grand Total inclusive of vat £1727.95**

Kind Regards

*S Bartle*

Steve Bartle  
Owner/Director  
The Mower Shop (Northampton) Ltd

Quote 2



Garden Machines Ltd  
66-70 Kingsthorpe Road  
NORTHAMPTON  
NN2 6HD  
Tel: 01604 716222

[steve.gammon@gardenmachinesltd.co.uk](mailto:steve.gammon@gardenmachinesltd.co.uk)

**QUOTATION**

.....  
**Dated** 19/06/2023  
**Contact** .....  
**Tel** .....

**Name** Keith Dobell  
**Company** Friends of Brampton Valley way  
**Address 1** .....  
**Address 2** .....  
**Town / City** .....  
**Postcode** .....

Further to your recent enquiry, please find our following quotation...

Re: Quote for the supply of equipment to maintain Country Park

Item No.	Qty	(Pack Qty)	Description	Unit Price	Total
	1		Stihl fsa135 Brush cutter	£ 418.18	£ 418.18
	1		Strimmer head attachment FS-KM	£ 126.47	£ 126.47
	1		Pole Pruner HTA66	£ 367.43	£ 367.43
	1		Harness HL Backpack Carrier	£ 73.24	£ 73.24
	2		Batteries AP300s	£ 211.77	£ 423.54
	2		stihl Dynamic Ergo Helmet	£ 40.92	£ 81.84
	2		Stihl Dynamic visor with attached ear defenders	£ 29.32	£ 58.64
	6		safety googles	£ 3.51	£ 21.06
				<b>Sub Total</b>	£ 1,570.40
				<b>VAT</b>	£ 314.08
				<b>TOTAL</b>	£ 1,884.48

I look forward to hearing from you in due course...

Yours sincerely,

**Steve Gammon**

Quote 3



**Arthur Ibbett Ltd**

River Lane, Great Paxton, St Neots. PE19 6RD

Telephone: 01480 473452

Fax: 01480 405026

E-mail: [hortsales@ibbetts.co.uk](mailto:hortsales@ibbetts.co.uk)

Friends of BVW & BxCP

13<sup>th</sup> July 2023

Dear Keith,

Please see below quotation as discussed;

Stihl Tools

1x	FSA135	£420.00
1x	FS-KM	£45.92
1x	HTA66	£369.00
1x	Harness	£89.00
1x	AP300S	£435.00

Stihl PPE

2x	Dynamic Ergo Helmet	£49.31 each = £98.63
2x	Dynamic visor with attached ear defenders	£36.374 each = £72.75

PPE

6x	Safety goggles	£6.66each = £40.00
----	----------------	--------------------

All prices quoted are excluding VAT.

Yours Sincerely

Louise Danbury-Peters  
Arthur Ibbett Ltd

£1570.20 excl VAT  
~~£2206~~ VAT  
 314.06  


---

~~£1894.26~~ Just VAT  
 1884.26

Quote 4

**From:** Alyson Peel <alyson.peel@onsitetraininguk.co.uk>  
**Sent:** 22 June 2023 13:00  
**To:** keith.dobell1@outlook.com  
**Subject:** Brushcutter Training



Hi Keith,

Thank you for your enquiry.

We would be happy to come and deliver the above training at one of your locations. It is a 1 day course with integrated assessment and will cost £395 + VAT for the day, plus NPTC certification fee of £35 + VAT per person.  
The next dates I currently have available are 2<sup>nd</sup> or 3<sup>rd</sup> August and 4<sup>th</sup> or 7<sup>th</sup> September.

£79 = £474

So let me know if you would like to proceed and which date suits you best and I will email you a booking form.

Kind regards,  
Alyson

Training Day £474  
6 x Certificates £252

£726

Alyson Peel  
OnSite Training UK  
Tel: 01933 234928  
Mobile: 07703 625399



The OnSite Training UK postal address is: Tingdene House, Bradfield Road, Finedon Road Ind Est, Wellingborough, Northants, NN8 4HB

Swan Fire (UK) Ltd postal and registered office address is: Office F, Spinners Court, 55 West End, Witney OX28 1NH.

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# **Constitution of The Friends of Brampton Valley Way & Brixworth Country Park**

## **1. Definition:**

Formed to raise awareness of, promote the use of, and make improvements to the Brampton Valley Way Linear Park, Brixworth Country Park and associated areas. The Friends of Brampton Valley Way & Brixworth Country Park (thereafter FBVW) is the recognised community group supporting the 14 miles of linear park known as the Brampton Valley Way, Brixworth Country Park (BCP) and associated community areas including Martin Moore Wood and the Triangular Meadow which are resources of West Northamptonshire Council (thereafter WNC)

## **2. Aim:**

To provide opportunities for members to raise awareness of, promote the use of and make improvements to facilities within Brampton Valley Way Linear Park, Brixworth Country Park, and Martin Moore Wood and to help make the parks a welcoming, safe and enjoyable environment for all.

## **3. Objectives:**

3.1 To work in partnership with WNC and other stakeholders, to help manage and develop the areas described above (thereafter "The Parks") in a manner that will enhance their value to the community.

3.2 To help develop changes which will be of benefit to the flora and fauna in The Parks and for visitors to the parks.

3.3 To make special efforts to encourage children from the local primary schools and other youth groups to take an interest in the parks, to help them understand the value in the environment and to the community. To show them ways in which management can enhance this, in the hope that they may continue the work of FBVW, in the future.

3.4 To collaborate with WNC's Parks & Open Space Rangers to contribute to and assist with executing the park's action plans and provide support with developmental projects.

3.5 To raise awareness and the profile of the FBVW.

## **4. To further the objectives the Committee may exercise the following powers:**

4.1 To set up a bank account in the name of the "Friends of Brampton Valley Way and Brixworth Country Park"

4.2 To raise funds and receive contributions, donations and otherwise, provided that the group shall not undertake any permanent trading activity.

4.3 To produce leaflets/posters to publicise the group's activities and promote FBVW through multi-media formats.

4.4 To hold meetings.

4.5 To pay necessary expenses involved in the running of the FBVW

4.6 To do all such other lawful things as shall further the objectives of the FBVW.

## **5. Membership:**

Membership of the FBVW shall be open to any person, irrespective of gender, sexual orientation, race, nationality, age, and political, religious, or other opinion who has an interest in the positive development of FBVW.

## **6. Committee:**

The group shall elect a Committee consisting of not less than 4 Officers and no more than 8 committee members. Any member of the group can stand to be elected to the Committee. Once elected, that member can serve for up to two years. At the end of each two-year term, that member will stand for re-election.

The Committee shall have the power to co-opt new Committee members. Practitioners, being people attending meetings in a professional capacity, shall act in an advisory role and shall not have the power to vote.

## **7. Officers:**

From amongst the Committee, a Chair, a Secretary, and a Treasurer will be elected. Other members may be appointed to hold/undertake specific responsibilities within the group: e.g., fundraising. No officer shall hold the same position for more than two terms.

## **8. Meetings:**

Committee meetings will be held a minimum of three times a year; of these meetings two will be open meetings, one of which will be the Annual General Meeting. Open meetings will be advertised on the site of Brixworth Country Park and via social media at least 28 days in advance of the meeting.

## **9. Annual General Meeting (AGM):**

The AGM of the group shall be held every year, within two months of the anniversary of the inaugural meeting. All members shall be notified not less than 14 days before the meeting and an agenda will be circulated. The business of the AGM will be:

- To receive the Chair's report of the previous year's activities.
- To receive the Treasurer's report and the audited accounts.
- To elect Committee Members for the following year.
- To conduct any other business that the Committee may see fit to include.

## **10. Extraordinary General Meeting:**

An Extraordinary General Meeting (EGM) will be convened if five members apply in writing to the secretary, giving reasons. The secretary shall then give 14 days notice to all members stating the date, time and venue for the meeting.

**11. Minutes:**

Minute Notes shall be kept by the Committee and any sub-committees, which may have been established, and the appropriate Secretary shall enter therein a record of all proceedings and resolutions.

**12. Voting:**

All questions arising at a Committee meeting shall be proposed, seconded, and then decided upon by a simple majority of those present and entitled to vote. No member shall exercise more than one vote, but in the case of an equality of votes, the Chair shall have a second or casting vote. Decisions at open meetings shall be decided by a majority of those registered members of the group.

**13. Quorum:**

A Quorum for a Committee meeting will be four members, to include three officers. A Quorum for an AGM or EGM will be at least 8 members, to include three officers. Where there is no quorum, the meeting can go ahead, but no decisions can be voted on. An inquorate AGM/EGM must be reconvened no more than 14 days later. Any such reconvened meeting shall be deemed quorate regardless of the number of members present.

**14. Finances:**

- 14.1 Any money raised shall be used to further the aims of the FBVW and for no other purpose.
- 14.2 A bank account will be opened in the name of the "Friends of Brampton Valley way and Brixworth Country Park" at a suitable bank.
- 14.3 The group shall decide the signatories to any account set-up in the name of the group (two out of three signatories to sign any cheque). The named signatories shall include the Treasurer and two other elected members of the Committee. Those persons authorised to sign cheques shall not be members of the same family.
- 14.4 A simple written note of the "FBVW" financial position will be produced and available at all meetings of the Committee.
- 14.5 No member shall derive any financial benefit from the "FBVW" except for reimbursement of reasonable prior authorised expenses.
- 14.6 Prior authorisation must be made by three members of the Committee.
- 14.7 No money will be paid-out in the name of the "FBVW" without receipts being presented.

**15 Amendments to the constitution:**

Any proposal to alter this Constitution must be delivered in writing to the Secretary of the Group, not less than 14 days before the date of the AGM or an EGM, at which it is to be considered. An alteration will require the approval of a two thirds majority of members present and voting at the meeting.

16 Dissolution:

The "FBVW" may be dissolved by a resolution passed by a two thirds majority of those present and voting at an AGM or EGM. This resolution may give instructions for the disposal of any assets held by, or in the name of, the "FBVW". Residual assets, following the payment of all debts and liabilities, shall not be given or distributed among the members, but shall instead be given towards a group-approved conservation project.

This Constitution was adopted at a Meeting at St. Jameson 2021  
2021

Signed:

Chair of the Meeting [Signature]  
Print Robert Keith Anderson

Secretary of the Meeting [Signature]  
Print Lesley Hamer

Witness, this day of

.....

Signature [Signature]  
Print P. K. ARCHARD





## Grant Application Form

All questions on the Application Form must be fully answered. Additional information in support of an Application may be provided, where appropriate

### 1. Organisation Details

<p>Name: The Friends of Brixworth VC Primary School</p> <p>Is it a registered charity: <b>yes</b>/no</p> <p>Charity no.:1043160</p>
<p>How many people use/attend your organisation?          Committee – 21 members          PTA wider group – 85 members</p> <p>Children at the school that benefit - 468</p> <p>How many are Brixworth residents? 82%</p>
<p>Brief description of objectives of the organisation and activities in the parish:</p> <p>We support Brixworth Primary School and the children attending by providing resources that do not fall within the school budget. We also fund activities to reduce the cost to parents so all can attend. Our volunteers not only fund raise through events they also paint, restore, and do gardening. Last year we;</p> <ul style="list-style-type: none"> <li>• Purchased a new Video/Audio system for the school hall</li> <li>• Subsidised the coach for Young Voices (Choir)</li> <li>• Subsidises school trips for all years.</li> <li>• Subsidised a STEM trip</li> <li>• Paid for a new fitting of the science resource cupboard.</li> <li>• Repainted the foundation fence (PTA volunteers) in readiness for the new play panels.</li> <li>• Purchased Play Panels for the playground.</li> <li>• Funded the new Playground markings.</li> <li>• Purchased imagination and activity trolleys for lunchtimes</li> <li>• Redeveloped the quiet garden that was shut during COVID giving children the opportunity to read and have a quiet space during breaktime.</li> </ul>

*Grant Application Form  
 Reviewed April 2020  
 Next Review April 2023*

## 2. Contact Details

Name of contact: Sarah Connolly Address: 109 The Ashway Brixworth Northamptonshire  Postcode: NN6 9UZ  Telephone no.: 07970 518527 Email address: <a href="mailto:secretaryofbrixworthprimarypta@gmail.com">secretaryofbrixworthprimarypta@gmail.com</a> / <a href="mailto:sarahaconnolly@me.com">sarahaconnolly@me.com</a>  Position of contact: Secretary, The Friends of Brixworth VC Primary School
--

## 3. Project / Activity Details

Briefly describe the project or purpose for which you require a grant (you must demonstrate a clear need):  Mile A Day Track The Daily Mile is an initiative that encourages children in primary and nursery schools to run, jog, or walk for 15 minutes every day. The key benefits are improving physical health, emotional wellbeing, and mental health, reducing challenging behaviors, improving attainment and increasing/supporting social interactions.  The school field is not useable for at least 1/3 of the year as it becomes too wet. This reduces the amount of space the children have during breaktimes. The track would be laid around the perimeter of the field. It would be used to encourage the 'mile a day' to walk/run/jog, giving children a quieter area to have a walk and a chat with their friends away from the bustle of the playground. This would in turn open up space within the other areas of the playground so the imagination trolleys and sports areas could be used more effectively. This was one area that was picked up by Ofsted which is a real shame as this project was in the pipeline. The track could then also be used for PE lessons, sports day and for the athletics club run by Mrs Devereux after school (school children only)
---

How will the funding benefit residents of Brixworth (include the number of beneficiaries living in the Parish)? The track would benefit all children at Brixworth CEVC Primary and the new children that enter the school each year.
---

#### 4. Financial Details

Current balance in all bank account (s) and investments at the time of this application	
£12,797.01	
Estimated annual income and expenditure of organisation:	
Income:	
Last year;	
Income £18,831.30	
Expenditure:	
£15,919.87	
What is the total cost of the project?	£15,924.00
<b>What is the total amount of grant requested?</b>	<b>£6,000</b>
Details of how the remaining balance will be funded:	
Mufti day Tuck Shop Cookie day Father's Day Stall Summer fair	
Details of any fundraising events held / planned or funding received:	
Fundraising so far since Sept; £9766. From the following events;	
Cookie days Xmas Fair Xmas Christmas Cards Xmas Performance raffles Tuck Shop Stikins labels commission Ink Bin Recycling Race Night Easter Bingo Mufti Days Mother Day Stall	

Details of previous grants from the Parish Council within the last 5 years:

None

Any other comments in support of your application?

We have one quote due to the nature of the surface required. The company that did the markings weren't able to provide the surface required. This company was recommended.

### 5. Declaration

I declare that I am authorised to make the application on behalf of the above organisation.

I have read and fully understood the Brixworth Parish Council Grants Policy and certify that the information contained in this application is correct at the time of submission.



Signed: .....

Dated: ...24.04.24.....

Check – ✓

- Read and understood the Grants Policy?
- Accounts attached?
- Constitution attached?
- Evidence attached of alternative funding sources (if applicable)?
- Evidence attached of the project costs?
- Evidence attached of 'best value - three quotes for those projects costing more than £500?

**Please return this form with enclosures to the Clerk of Brixworth Parish Council via email at [parish.clerk@brixworthparishcouncil.gov.uk](mailto:parish.clerk@brixworthparishcouncil.gov.uk)**

# OUTDOOR SPACES

PLAY ● DISCOVER ● LEARN



## Brixworth CE VC Primary

Project Number: PN5514  
Date: 12/10/2023

Revision: 3  
Customer name: Amy Payne

# Sportsafe is the UK's leading supplier of outdoor physical education facilities and equipment.

Formed in 1997, Sportsafe employs some 100 people in the design, manufacture, installation and maintenance of outdoor activity areas, physical education, fitness and strength, indoor sports, outdoor sports, trim trails and multi-use games areas. We have successfully designed, manufactured and installed equipment across play areas, parks and schools in the UK and have a wealth of knowledge and expertise in the subject.

If you wish us to help with the design of your outside play or games area, we are confident our project estimators and 3D designers offer the most efficient and cost-effective layout. We can also advise on and provide a suitable range of best-value products. We have worked with and advised numerous construction companies on major projects including Kier Construction, Interserve, Bouyues and Beardwell.

We are part of ABEO which is a strong and fast-growing listed company with a turnover of around £160m for the year ended 31 March 2018. We are the UK home for some of the biggest companies in the world of sports and leisure that supplies schools and Olympic events including Spieth and Gymnova, for gymnastics, Janssen-Fritsen for all premium schools' sports equipment, Entre-prises and Clip 'n' Climb for climbing walls.

Thanks to our extensive range of outdoor play equipment and surfaces, Sportsafe is at the forefront of the industry in the UK. Working with thousands of schools across the country, we create bespoke play areas designed to spark all imaginations. From trim trails and sensory gardens to imaginative play and playground markings, the possibilities are endless. Sportsafe even has surfacing solutions so you can get the most out of your outdoor space whatever the weather.

As the country's leading outdoor space provider, Sportsafe is the exclusive provider to ESPO and has over 120 council contracts to supply over 12,000 schools, sports and leisure centres, gymnastic clubs and other organisations throughout the UK. Our experienced and certified maintenance and installation technicians provide nationwide service support. They are backed up by large stocks of spare parts for both our own and other suppliers' products, and the bespoke fabrication capabilities of our UK manufacturing facility as well as the manufacturing capability in our sister companies across Europe.

## Head Office

17-19 Smeaton Close, Severalls Industrial Park, Colchester, Essex, CO4 9QY  
 Tel: 0333 300 0032  
 Fax: 01206 795284  
 Email: [headoffice@sportsafeuk.com](mailto:headoffice@sportsafeuk.com)

## Scotland Office

15 Napier Court, Wardpark North, Cumbernauld, Glasgow, G68 0LG  
 Tel: 0333 300 0032  
 Email: [scotland@sportsafeuk.com](mailto:scotland@sportsafeuk.com)

## North West Office

Unit2, Hawkley Brook Trading Estate, Worthington Way, Wigan WN3 6XE  
 T: 0333 300 0032  
 F: 01942 497592  
 E: [northwest@sportsafeuk.com](mailto:northwest@sportsafeuk.com)



# Executive Summary

## Scope of Works

The school would like a quote to install a daily mile track around the perimeter of their grass field. We have quoted for a bonded rubber mulch surface in terracotta and for the track to be 172m long and 1.2m wide.

## Contact Details

**Keith Parker**  
**National Sales Manager,**  
**kparker@sportsafeuk.com**  
**01206 795265 ext. 764**



# Your Quotation

## Works

### Supply & installation of bonded rubber mulch daily mile track around the perimeter of the football field;

Installed onto grass.

Length – 172 linear metre (includes access path)

Width – 1.2m.

Depth – 40mm.

Colour – Terracotta.

Trench edging.

Weed membrane.

**\* Please Note** – Please note that polyurethane binder is subject to yellowing upon UV exposure. Only surfacing laid up to PCC edges are guaranteed, Cut & Chase is not covered. Surface repairs and overlays are also not covered under our guarantee. Due to the current high demand for materials being experienced by the building and construction industry, some of the items quoted on this proposal may have a 10-12 week lead time from the date of order.

**Total Cost: £15,924.00 + VAT**

- We have priced all works on this quotation based on a term time installation, for any installations outside of these times your quote may be subject to a premium – please discuss this with your Project Sales Manager.
- Please note that the installation is grouped together to reduce costs. If specific elements of the quotation are selected, the installation cost will need to be re-calculated accordingly.
- All prices are exclusive of VAT at the current rate.
- Under the terms of the new Domestic Reverse Charge (DRC) Scheme, VAT Act 1994 Section 55a applies, unless you are an Intermediary or End User. This will be shown as applicable on your Order Confirmation and subsequent Invoice upon completion of the project.
- This quotation is valid for 30 days and subject to the company terms and conditions that can be found at [www.ssuk.online/terms](http://www.ssuk.online/terms)
- MUGA Projects - On new build MUGAs requiring a new sub-base, we provide a layer of porous stone to help with drainage of the new surface. We will also advise to build the MUGA surface raised slightly out of the ground to try to maintain a surface that is suitable for all year round play. We do not include any drainage for the surrounding area, if you have any concerns regarding this we can provide for an upfront, non-refundable cost for a ground survey. This may involve soil samples being taken. For projects where we are converting an existing base to a new MUGA, the drainage will remain the same as before unless the base has been overlaid with a new porous macadam.

# Product Information

The following pages provide more detailed information regarding this project and how we intend to manage your project should we be successful.

## Bonded Rubber Mulch



## Dimensions

Length – 172 linear metres.

Width – 1.2m.

Depth – 40mm.

## Materials & Guarantees

- Durable
- Environmentally friendly
- Contains 90% recycled rubber
- Suitable for all weathers
- Non-toxic

# Recently Completed Projects

## Bonded Rubber Mulch Daily Mile Track



# Case Studies



## Artificial Grass

### Project Brief:

This school had an old tarmac tennis court where the surface had started to crumble, providing a slippery and unsafe surface for play and sport. The school required a cost effective solution to this problem.

### Outcome:

- An all year around sports facility for the children to enjoy.
- Low maintenance solution.
- No re-painting of lines.
- Long lasting solution.

## Key stage 2 Trim Trail

### Project Brief:

Crab tree farm primary has been expanding with children headcount, and wanted to expand their play facilities for older children Sportsafe were asked to look at options for an area next to the KS2 playground and provide options.

### Outcome:

Sportsafe offered a complete turnkey package of supply and install with premium soft artificial grass surfacing – carried out all groundworks and product installation during a 2 week window of spring half term on time and to budget. The school were delighted with their new facilities.



## Multi Use Games Area (MUGA)

### Project Brief:

An inner city primary school in Leeds with plenty of space but limited sports facilities for the children. The school identified an area of land that could be developed for a small MUGA to accommodate multi sports for younger children 4-8

### Outcome:

The school are delighted with their new multi-sport facility, which can be used year round. The project was all managed using Sportsafe's experienced Outdoor Team.

# Case Studies



## Running Track and Multi-Sports Area

### Project Brief:

Outdoor Spaces were asked to design a brief to transform the main school field into an area where sports coaching could take place year round along with other sports activities.

### Outcome:

A new year round Sports facility for children and staff to enjoy alike. The site requires minimum maintenance, no line paintings, and the organic silica sand dressing is purely organic so quite safe for the children. The school is delighted with the new facility as will encourage children in sports to develop their skills and abilities.

## Outdoor Gym

### Project Brief:

Following engineer inspections and a condemned activity play area, Home Farm Primary School were looking options and solutions for an area to replace this with. Outdoor Spaces were asked to look at and quotes alternatives, to suit area, size, and budget.

### Outcome:

A new all-weather play area for the children. A new type of play fitness equipment – so something new for the children, ideal for KS1 and KS2.



## Long Jump Running Track and Pit

### Project Brief:

This high school wanted to improve sports facilities on their main field. An old Long Jump Area had become overgrown and unsafe. The old Long Jump Area had a natural grass run up which wasn't usable all year around. Sportsafe were asked to look at a new long jump twin lane facility.

### Outcome:

All built and constructed in 2 weeks – the facility uses terracotta artificial grass for the running lanes to add authenticity and was constructed to one side of the main field, near the entrance gate. All managed using Sportsafe's experienced construction team – was completed on time and within budget.

# Why Outdoor Spaces?

## Trust

No one in the UK is trusted by more secondary schools than Outdoor Spaces to install, inspect and repair your play, sports and fitness equipment.

## Expert advice

Outdoor Spaces is the UK's most trusted provider to help specify and quote on school outdoor installations.

## Expert technical delivery

No one in the UK has more engineers specifically trained to work on outdoor projects and equipment.

## Flexibility

Outdoor Spaces works with you to ensure play areas are installed at a time convenient for you, when you need them to be.

## Safety

Our reputation for safety is unrivalled. All our engineers are directly employed and trained by us and fully comply to BS and EN standards. We do not subcontract maintenance.

## Price Promise

Outdoor Spaces has an online price promise which means no one in the UK offers better value for providing the key equipment your facility requires.

## Accredited

Only Outdoor Spaces holds ISO 9001 and 14001 inspection accreditations awarded by the United Kingdom Accreditation Service (UKAS).



# Project Management

## Information:

- All staff on site are fully DBS certified.
- Please be aware that all installation timescales provided are estimated.
- All elements of installation managed by Sportsafe projects team.
- All working areas will be fully cordoned off.
- All deliveries to be outside school opening hours.
- The installations team will require access to site power and water
- Our quotation assumes that our on-site team will be able to use the school's washroom facilities, please inform us if this is not the case.
- All work to be fully signed off after completion.

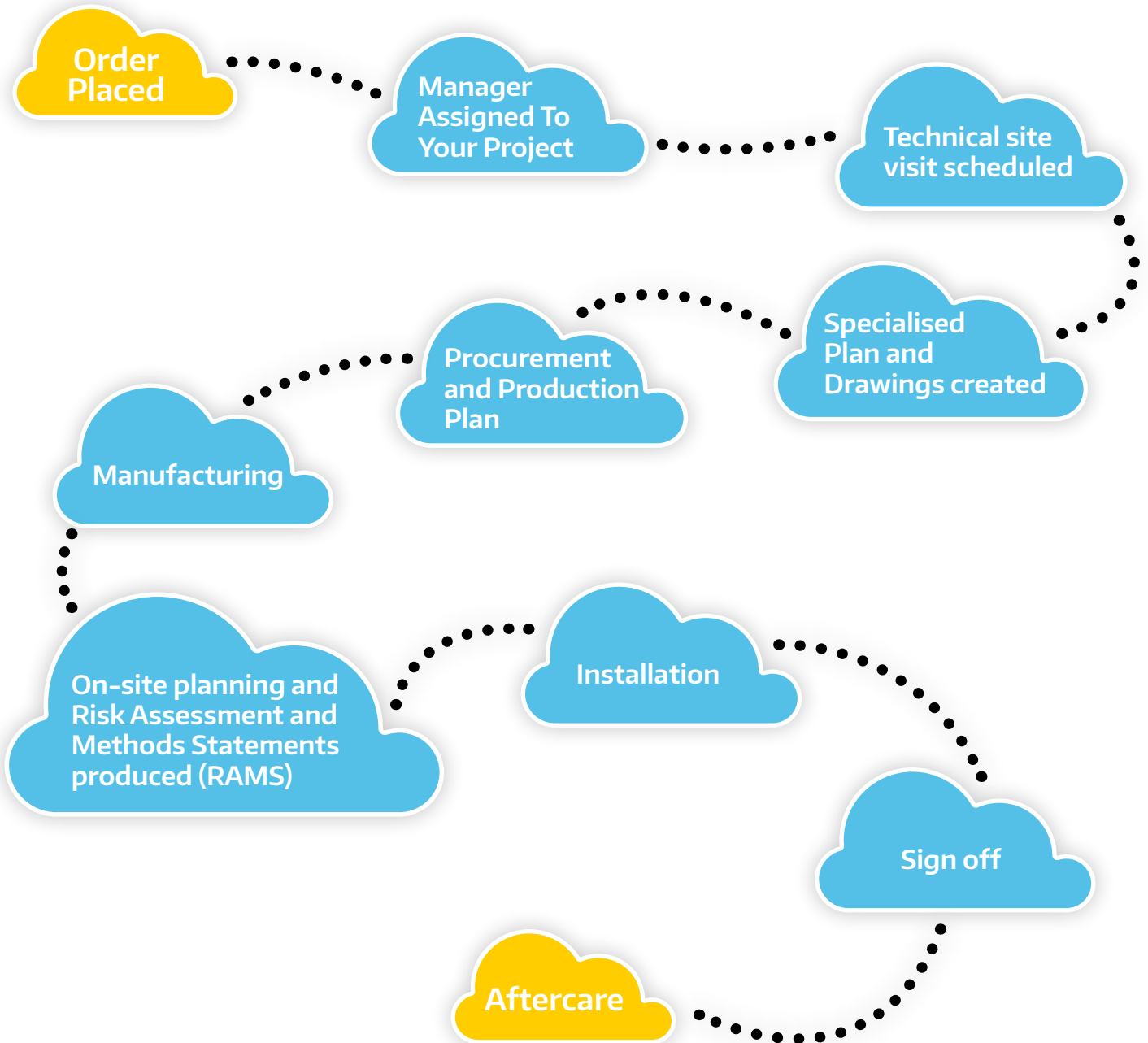
## Risk Assessments and Method Statement Information:

- Risk Assessment and Method Statement supplied on request from the customer.

## Health and Safety Information:

- Full Sportsafe Health and safety policy available upon request
- Public and company liability insurance available upon request

# The Process





# Insurances, Warranties and Accreditations

## Insurances

Sportsafe is fully insured in all respects. We carry £10,000,000 Public and Product Liability and £10,000,000 Employers Liability insurance.

## Warranties



**1 year**

**Installation warranty**



**1 year**

**Workmanship warranty**



**15 year**

**Warranty on machine finished timber against structural failure due to rot or insect attack**



**25 year**

**Warranty against structural failure due to corrosion on galvanized steel components**

## Exclusion to warranties

All of the above warranties exclude normal wear and tear, improper use and deliberate, accidental and cosmetic damage.

All equipment must undergo an annual safety inspection and routine maintenance by a certified operator for warranties to remain valid. To validate the warranty the supplier provides a weekly, monthly and quarterly maintenance plan for the customer to undertake, this includes visual and tightening actions and should be logged on the sheet provided. This is provided at point of purchase.

## Accreditations



## Terms of Business

This document sets out our terms of business, which apply in all cases unless otherwise agreed in writing. It is an important document: please keep it for future reference. We pride ourselves on the standard of service and advice we give to all our customers and we want to make sure that our service meets your expectations. It is therefore why we provide a detailed estimate along with an outline of our terms as detailed:-

Our estimate is provisional and subject to a detailed site visit on receipt of order.  
Only receipt of an official purchase order will be deemed as indication to proceed.

## Site Conditions

The estimate submitted is a budgetary estimate to supply and install the specification detailed in the estimate and will be subject to a site visit to confirm both the requirement, specification and date for the commencement of the agreed works. Any deviation from the original estimate will require a revised estimate for acceptance and finalisation from both parties.

An agreed programme of works will be finalised prior to commencement and any interruption to this programme may result in additional costs being submitted.

Our estimate is based upon normal hours of site work, i.e. 7.00am to 6.00pm. Weekend working is not included. We reserve the right to work reasonable overtime, if necessary.

Our estimate is based upon a single erection / dismantle operation of our access equipment with the equipment remaining erected for the duration of the works and safely secured in situ overnight, unless otherwise agreed.

All plant and equipment required by ourselves to undertake this work is included. However, we will require a 240 volt power supply, water supply and adequate level of lighting.

Any disputes or complaints must be submitted in writing and our complaints procedure will be put into place.

## Financial Conditions

Payment of invoices are due 30 days from invoice date. Interest may be charged at the rate of 8% on all overdue invoices. Acceptance of these terms is assumed by receipt of a Purchase Order. We cannot be held responsible for and will not accept any financial penalty's that may arise from the schedule of our works overrunning due to unforeseen circumstances or force majeure. Delivery is currently 6-8 weeks from receipt of official order, unless otherwise agreed. Sportsafe estimates are calculated as an entirety and therefore should you decide that you only require certain elements of the installation Sportsafe reserve the right to submit a revised estimate. All prices are exclusive of VAT at the current rate.

The estimate is subject to the company's standard terms and conditions which can be found at [www.ssuk.online/terms](http://www.ssuk.online/terms),

The following payment terms will generally apply to projects and installations:

For new accounts, the first project will generally be invoiced and payable on a pro forma basis unless credit facilities have been agreed beforehand and are subject to a satisfactory credit check. In the case of proforma, production or procurement of parts and services will not commence until payment is received in full.

All other projects or installations will generally be invoiced and payable in staged payments prior to completion unless agreed otherwise.

All estimates are valid for a period of 90 days, if agreement to commence work is not reached prior to this date or commencement of works is delayed beyond this period, then a new site visit will be required to determine all previously submitted/agreed criteria remains in place.

## Payment Options

We can now offer you the option of financing your project through an Operating Lease provided by Kennet Equipment Leasing. The repayment amounts do not include any optional extras quoted.

Please note that ownership of the equipment will not pass to the customer at any time.

These leases are not considered capital funding so you should be eligible for Sports Premium to fund these.

# Aftercare and Maintenance

## Annual Inspections

Annual Inspections are required by law to ensure your facility is safe for your users and that you meet the requirements of your public liability insurance.

Once your Inspection is completed, Sportsafe Inspectors will supply you with a full report, including any required and recommended remedial work to ensure your equipment is safe. It is vitally important remedial work is carried out for the safety of your users and to ensure you are meeting the requirements of your public liability insurance. Any elements that show signs of damage and are a consequence of faulty manufacture or installation will be repaired or replaced free of charge.

Your first annual inspection is included in our Aftercare package and is free of charge with your order.

## Health and Safety Certificate

Once remedial work has been carried out to bring any failing equipment up to standard, your facility will be awarded a Health and Safety Certificate to show it has passed. Not only will this assure your users your equipment is safe to use, but it can also be displayed for the use of Ofsted and Councils.

The inspection, rather like an MOT inspection for a car, relates specifically to the findings made at the time of the inspection. Only when all remedial work has been completed can Sportsafe issue a Health and Safety Certificate to say the equipment is safe. Any work should be carried out as soon as possible after Inspection.



- ✔ **Inspection**
- ✔ **Maintenance**
- ✔ **Installation**
- ✔ **Design**
- ✔ **Consultation**

**Call: 0333 300 0032**

**Click: [www.outdoorspacesuk.com](http://www.outdoorspacesuk.com)**

**Contact: [enquiries@outdoorspacesuk.com](mailto:enquiries@outdoorspacesuk.com)**

**ADOPTED ON**

----- 2021

**CONSTITUTION**

of

**THE FRIENDS OF BRIXWORTH V.C. PRIMARY SCHOOL**

**1. ADOPTION OF THE CONSTITUTION**

The association and its property will be administered and managed in accordance with the provisions of this constitution.

**2. NAME**

The association's name is The Friends of Brixworth V.C. Primary School (and in this document it is called "**the Charity**").

**3. OBJECTS**

The Charity's object ("**the Object**") is to advance the education of the pupils in Brixworth V.C. Primary School ("**the School**"). In furtherance of the Object, the Charity may::

- (a) develop more extended relationships between the staff, parents and others associated with Brixworth V.C. Primary School ("**the School**");
- (b) engage in activities which support the School and advance the education of the pupils attending it; and
- (c) provide and assist in the provision of such facilities or items for education at the School (not provided from statutory funds) as the Charity's committee ("**the Committee**") in consultation with the School's governing body ("**the Governing Body**") shall from time to time determine.

**4. NON-POLITICAL AND NON-SECTARIAN**

The Charity shall be non-party political and non-sectarian.

**5. APPLICATION OF INCOME AND PROPERTY**

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Object.

5.2 A charity trustee ("**a Charity Trustee**") is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

5.3 A Charity Trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

- 5.4 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity (“**the Members**”). This does not prevent a Member who is not also a Charity Trustee from receiving:
- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity; or
  - (b) reasonable and proper remuneration for any goods or services supplied to the Charity.

## **6. BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS**

### **6.1 General provisions**

No Charity Trustee or Connected Person may:

- (a) buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from, the Charity; or
- (d) receive any other financial benefit from the Charity,

unless the payment is permitted by sub-clause (2) of this clause, or authorised by the court or the Charity Commission (“**the Commission**”). In this clause, a ‘financial benefit’ means a benefit, direct or indirect, which is either money or has a monetary value.

### **6.2 Scope and powers permitting Charity Trustees’ or Connected Persons’ benefits**

- (a) A Charity Trustee or Connected Person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Charity Trustees do not benefit in this way.
- (b) A Charity Trustee or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.
- (c) Subject to sub-clause 6.3 of this clause, a Charity Trustee or Connected Person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Charity Trustee or Connected Person.
- (d) A Charity Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

- (e) A Charity Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

### 6.3 **Payment for supply of goods only – controls**

The Charity and its Charity Trustees may only rely upon the authority provided by sub-clause 6.2(c) of this clause if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity and the Charity Trustee or Connected Person supplying the goods (“**the Supplier**”) under which the Supplier is to supply the goods in question to or on behalf of the Charity;
- (b) the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (c) the other Charity Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than with someone who is not a Charity Trustee or Connected Person. In reaching that decision the Charity Trustees must balance the advantage of contracting with a Charity Trustee or Connected Person against the disadvantages of doing so;
- (d) the Supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity;
- (e) the Supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Charity Trustees is present at the meeting;
- (f) the reason for their decision is recorded by the Charity Trustees in the minute book; and
- (g) a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

## 7. **DISSOLUTION**

The Charity may be dissolved by a resolution presented at a Special General Meeting called for this purpose. The resolution must have the assent of two thirds of those present and voting. Such resolution may give instructions for the disposal of any assets remaining after satisfying any outstanding debts and liabilities. These assets shall not be distributed among the Members but will be given to the School for the benefit of the children of the School, or in the event of a school closure to the School to which the majority of children of the closing school will go, in any manner which is exclusively charitable in law. If effect cannot be given to this provision then the assets can be given to some other charitable purpose.



## **8. AMENDMENT OF CONSTITUTION**

No alteration to this Constitution may be made except at the Annual General Meeting or a Special General Meeting called for this purpose. No amendments or alterations shall be made without the prior written permission of the Commission to clause 2, 7 and 8 and no alteration shall be made which could cause the Charity to cease to be a charity in law. Alterations to the Constitution shall receive the assent of two thirds of the Members present and voting at an Annual General Meeting or Special General Meeting.

## **9. MEMBERSHIP**

9.1 Membership shall consist of all persons aged over 18 who are:

- (a) parents of pupils attending the School;
- (b) guardians of pupils attending the School;
- (c) grandparents of pupils attending the School;
- (d) present and former staff of the School (including but not limited to teachers and ancillary staff); and
- (e) parents of former pupils who attended the School.

9.2 Anyone who wishes to be a Member must sign an application form or attend the Annual General Meeting.

9.3 Membership is not transferable to anyone else.

## **10. TERMINATION OF MEMBERSHIP**

Membership is terminated if:

- (a) the Member dies;
- (b) the Member is removed from membership by a resolution of the Committee that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a Member from membership may only be passed if:
  - (i) the Member has been given at least twenty one days' notice in writing of the meeting of the Committee at which the resolution will be proposed and the reasons why it is to be proposed; and
  - (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representations to the meeting.
- (c) the Member resigns by written notice to the Charity;

## **11. GENERAL MEETINGS**

- 11.1 An Annual General Meeting must be held in September or October each year.
- 11.2 All general meetings other than Annual General Meetings shall be called Special General Meetings.
- 11.3 The Charity Trustees may call a Special General Meeting at any time.
- 11.4 The Charity Trustees must call a Special General Meeting if requested to do so in writing by at least two thirds of the Members. The request must state the nature of the business that is to be discussed. If the Charity Trustees fail to hold the meeting within 60 days of the request, the Members may proceed to call a Special General Meeting but in doing so they must comply with the provisions of this Constitution.
- 11.5 At an Annual General Meeting the Members:
- (a) Receive the accounts of the Charity for the previous financial year;
  - (b) receive the report of the Charity Trustees on the Charity's activities since the previous Annual General Meeting;
  - (c) elect the Charity Trustees;
  - (d) appoint an independent examiner or auditor of the Charity if this is needed;
  - (e) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-president of the Charity; and
  - (f) discuss and determine any issues of policy or deal with any other business put before them.

## **12. NOTICE**

- 12.1 The minimum period of notice required to hold any Annual General Meeting or Special General Meeting is 21 clear days from the date on which the notice is deemed to have been given.
- 12.2 A Special General Meeting may be called by shorter notice, if it is so agreed by the lower of 20 Members or two-thirds Members entitled to attend and vote.
- 12.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an Annual General Meeting, the notice must say so.
- 12.4 The notice must be given to all the Members who have registered an email address with the Charity and to the Committee, and the Charity Trustees.

### **13. QUORUM**

- 13.1 No business shall be transacted at any Annual General Meeting or Special General Meeting unless a quorum is present.
- 13.2 A quorum is the lower of 20 Members or two-thirds Members entitled to vote upon the business to be conducted at the meeting.
- 13.3 If:
- (a) a quorum is not present within half an hour from the time appointed for the meeting; or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Committee shall determine.
  - (b) the Charity Trustees must re-convene the meeting and must give at least seven clear days' notice of the re-convened meeting stating the date time and place of the meeting.
- 13.4 If no quorum is present at the re-convened meeting within 15 minutes of the time specified for the start of the meeting the Members present at that time shall constitute the quorum for that meeting.

### **14. CHAIR**

- 14.1 Annual General Meetings and Special General Meetings shall be chaired by the person who has been elected as Chair.
- 14.2 If there is no such person, or he or she is not present within 15 minutes of the time appointed for the meeting, the person who has been elected as Vice Chair shall chair the meeting.
- 14.3 If neither the Chair nor the Vice Chair is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote must choose one of the other Charity Trustees to chair the meeting.

### **15. VOTES**

Each Member shall have one vote, but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have. Such a casting vote shall not be used to delay the making of a decision.

**16. OFFICERS AND TRUSTEES**

16.1 The Charity and its property shall be managed and administered by the Committee comprising the officers and other Members elected in accordance with this constitution. The officers and the other members of the Committee shall be the Charity Trustees and in this constitution are together called “**the Charity Trustees**”.

16.2 The Charity shall consist of the following officers:

- (a) a Chair;
- (b) a Vice Chair;
- (c) a Secretary;
- (d) a Treasurer; and
- (e) the President,

together with a minimum of 5 and a maximum of 20 other Members.

16.3 The president of the Charity (“**the President**”) shall be the head teacher of the School. In all matters of educational policy relating to the School, the decision of the President is final.

16.4 A Charity Trustee must be a Member.

16.5 No one may be appointed a Charity Trustee if he or she would be disqualified from acting under the provisions of clause 19.

16.6 The Charity Trustees (including officers) shall be those persons elected as Charity Trustees and officers at the meeting at which this constitution is adopted.

16.7 A Charity Trustee may not appoint anyone to act on his or her behalf at meetings of the Charity Trustees.

**17. APPOINTMENT OF TRUSTEES**

17.1 The Charity in Annual General Meeting shall elect the officers referred to at 16.2 (a) to (d) inclusive above who shall together with the President serve as the Charity Trustees.

17.2 The Charity Trustees may appoint any person who is willing to act as a Charity Trustee. Subject to sub-clause 6 of this clause, they may also appoint Charity Trustees to act as officers.

- 17.3 Each of the Charity Trustees shall retire with effect from the conclusion of the Annual General Meeting next after his or her appointment but shall be eligible for re-election at that Annual General Meeting.
- 17.4 No-one may be elected a Charity Trustee or an officer at any Annual General Meeting unless prior to the Annual General Meeting or at the Annual General Meeting the Charity is given a notice that:
- (a) is signed by a Member entitled to vote at the meeting;
  - (b) states the Member's intention to propose the appointment of a person as a Charity Trustee or as an officer; and
  - (c) is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 17.5 The appointment of a Charity Trustee must not cause the number of Charity Trustees to exceed any number fixed in accordance with this constitution as the maximum number of Charity Trustees.
- 17.6 The Charity Trustees may not appoint a person to be an officer if a person has already been elected or appointed to that office and has not vacated the office.
- 17.7 A technical defect in the appointment of a Charity Trustee of which the Committee was unaware of at the time does not invalidate decisions taken at a meeting.

## **18. POWERS OF CHARITY TRUSTEES**

- 18.1 The Charity Trustees must manage the business of the Charity and have the following powers in order to further the Object (but not for any other purpose):
- (a) to raise funds. In doing so, the Charity Trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
  - (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - (c) to borrow money. The trustees must comply as appropriate with sections 124 - 126 of the Charities Act 2011, if they intend to mortgage land;
  - (d) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
  - (e) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Object;
  - (f) to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Object;

- (g) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (h) to obtain and pay for such goods and services as are necessary for carrying out the work of the Charity;
- (i) to open and operate such bank and other accounts as the Charity Trustees consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000; and
- (j) to have any bank with which the Charity banks issue debit cards to any of the Charity Trustees to enable them to make payments on behalf of the Charity;
- (k) to do all such other lawful things as are necessary for the achievement of the Object; and
- (l) to set aside funds for special purposes or as reserves against future expenditure.

18.2 No alteration of this Constitution or any special resolution shall have retrospective effect to invalidate any prior act of the Charity Trustees.

18.3 Any meeting of Charity Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Charity Trustees.

## **19. DISQUALIFICATION AND REMOVAL OF CHARITY TRUSTEES**

A Charity Trustee shall cease to hold office if he or she:

19.1 is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);

19.2 ceases to be a Member;

19.3 in the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Charity Trustee and may remain so for more than three months;

19.4 resigns as a Charity Trustee by notice to the Charity (but only if at least two Charity Trustees will remain in office when the notice of resignation is to take effect);

19.5 is removed by a resolution passed by a majority of other Charity Trustees. Removal is not effective until the Charity Trustee concerned has been notified in writing of the proposal and his or her right to respond within 14 clear days, and the matter has been considered in the light of any representation made;

19.6 is absent without the permission of the Charity Trustees from all their meetings held within a period of six consecutive months and the Charity Trustees resolve that his or her office be vacated; or

19.7 has not communicated with the Charity Trustees for a period of six consecutive months and the Charity Trustees resolve that his or her office be vacated.

## **20. PROCEEDINGS OF CHARITY TRUSTEES**

20.1 The Charity Trustees may regulate their proceedings as they think fit, subject to the provisions of this Constitution.

20.2 The Charity Trustees shall call a meeting of the Charity Trustees at least three times each academic year.

20.3 Questions arising at a meeting must be decided by a majority of votes.

20.4 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

20.5 No decision may be made by a meeting of the Charity Trustees unless a quorum is present at the time the decision is purported to be made.

20.6 The quorum shall be one-third of the total number of Charity Trustees.

20.7 A Charity Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Charity Trustee is not entitled to vote.

20.8 If the number of Charity Trustees is less than the number fixed as the quorum, the continuing Charity Trustees or Charity Trustee may act only for the purpose of filling vacancies or of calling a Special General Meeting.

20.9 The person elected as the Chair shall chair meetings of the Charity Trustees.

20.10 If the Chair is unwilling to preside or is not present within 10 minutes after the time appointed for the meeting, the Charity Trustees present may appoint one of their number to chair that meeting.

20.11 The person appointed to chair meetings of the Charity Trustees shall have no functions or powers except those conferred by this Constitution or delegated to him or her in writing by the Charity Trustees.

- 20.12 A resolution in writing signed by all the Charity Trustees entitled to receive notice of a meeting of Charity Trustees or of a committee of Charity Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Charity Trustees or (as the case may be) a committee of Charity Trustees duly convened and held.
- 20.13 The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Charity Trustees.

## **21. CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES**

A Charity Trustee must:

- 21.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not been previously declared; and
- 21.2 absent himself or herself from any discussions of the Charity Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

Any Charity Trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Charity Trustees on the matter.

## **22. SAVING PROVISIONS**

- 22.1 Subject to sub-clause (2) of this clause, all decisions of the Charity Trustees, or of a committee of the Charity Trustees, shall be valid notwithstanding the participation in any vote of a Charity Trustee:
- (a) who is disqualified from holding office;
  - (b) who had previously retired or who had been obliged by this constitution to vacate office; or
  - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,

if, without the vote of that Charity Trustee and that Charity Trustee being counted in the quorum, the decision has been made by a majority of the Charity Trustees at a quorate meeting.



22.2 Sub-clause (1) of this clause does not permit a Charity Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Charity Trustees or of a committee of Charity Trustees if, but for sub-clause (1), the resolution would have been void, or if the Charity Trustee has not complied with clause 21 (Conflicts of interests and conflicts of loyalties).

### **23. DELEGATION**

23.1 The Charity Trustees may delegate any of their powers or functions to a committee of two or more Charity Trustees but the terms of any such delegation must be recorded in the minute book.

23.2 The Charity Trustees may impose conditions when delegating, including the conditions that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate; or
- (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Charity Trustees.

23.3 The Charity Trustees may revoke or alter a delegation.

23.4 All acts and proceedings of any committees must be fully and promptly reported to the Charity Trustees.

23.5 The Charity Trustees may delegate any functions of the Committee to sub-committees. These must consist of two or more persons appointed by the Committee but at least one member of every sub-committee must be a Charity Trustee. All sub-committee proceedings must be promptly reported to the Committee.

### **24. MINUTES**

The Charity Trustees must keep minutes of all:

24.1 appointments of officers and Charity Trustees made by the Charity Trustees;

24.2 proceedings at meetings of the Charity;

24.3 meetings of the Charity Trustees and committees of Charity Trustees including:

- (a) the names of the Charity Trustees present at the meeting;
- (b) the decisions made at the meetings; and
- (c) where appropriate the reasons for the decisions.

**25. ACCOUNTS, ANNUAL REPORT, ANNUAL RETURN**

25.1 The Charity Trustees must comply with their obligations under the Charities Act 2011 with regard to:

- (a) the keeping of accounting records for the Charity;
- (b) the preparation of annual statements of account for the Charity;
- (c) the transmission of the statements of account to the Commission;
- (d) the preparation of an Annual Report and its transmission to the Commission;  
and
- (e) the preparation of an Annual Return and its transmission to the Commission.

25.2 Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Charity Trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

**26. REGISTERED PARTICULARS**

The Charity Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

**27. REPAIR AND INSURANCE**

The Charity Trustees must insure suitably in respect of public liability and personal accident insurance to cover its meetings, activities, officers and Charity Trustees.

**28. NOTICES**

28.1 Any notice required by this Constitution to be given to or by any person must be:

- (a) in writing; or
- (b) given using electronic communications.

28.2 The Charity may give any notice to a Member either:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the Member at his or her address; or
- (c) by leaving it at the address of the Member; or
- (d) by giving it using electronic communications to the Member's address.

- 28.3 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
- 28.4 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 28.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 28.6 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 28.7 A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

## **29. RULES**

- 29.1 The Charity Trustees may from time to time make rules or by-laws for the conduct of their business.
- 29.2 The bye-laws may regulate the following matters but are not restricted to them:
- (a) the admission of Members of the Charity (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
  - (b) the conduct of Members of the Charity in relation to one another;
  - (c) the procedure at general meeting and meetings of the Charity Trustees in so far as such procedure is not regulated by this constitution;
  - (d) the keeping and authenticating of records; and
  - (e) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.
- 29.3 The Charity in Annual General Meeting or Special General Meeting has the power to alter, add to or repeal the rules or bye-laws.
- 29.4 The Charity Trustees must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of Members of the Charity.

29.5 The rules or bye-laws shall be binding on all Members of the Charity. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

### **30. DISPUTES**

If a dispute arises between Members of the Charity about the validity or propriety of anything done by the Members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

### **31. INTERPRETATION**

31.1 In this constitution “**Connected Person**” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Charity Trustee;
- (b) the spouse or civil partner of the trustee or of any person falling within sub-clause (1) above;
- (c) a person carrying on business in partnership with the Charity Trustee or with any person falling within sub-clause (1) or (2) above;

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## BPC Member Code of Conduct

This item and report was brought before council at a previous council meeting, and it was determined that it would be reviewed, and a decision made at the Annual Council Meeting. Therefore, please re-familiarise yourself with the below information kindly put together by Cllr Aisbett and review the recommendation/proposal put forward at the end of the report, ahead of the meeting on the 23<sup>rd</sup> of May.

### 1 Executive Summary

**(a) Reference.** The Council agreed at its meeting on the 30<sup>th</sup> November 2023 (23/6397) that the current BPC Member's Code of Conduct be reviewed (and where appropriate amendments proposed) specifically having compared (a) the wording of Principle 7 (Leadership) with the latest version of the Nolan Seven Principles Of Public Life (in relation to expected behavior towards all Council members and staff) and (b) generally with the LGA Model Councillor Code of Conduct 2020, the review and any proposed amendments to be referred to the Parish Clerk for consideration as part of the Council's annual review of the BPC Code of Conduct due in May 2024.

**(b) Suggested Conclusions.** The updated version of the descriptor in Nolan Principle 7 can easily be incorporated into the BPC Code. It would also seem to be sensible to update the descriptors in the other six Nolan Principles. It will be too complex a drafting exercise to take specific provisions from the LGA Code and transplant them in the BPC Code. The LGA Code has the feel of being more contemporary, refined and drafted to reflect cases nationally. Alternatively, the BPC is local and presumably more familiar to the District Council's monitoring officer. It might be useful to understand what plans, if any, there are to update the West Northants standard form Code. As two examples from websites Moulton PC have adopted the LGA Code whereas Roade PC have continued with West Northants Code. In any event 5(i) below could do with being addressed.

### 2 Terminology

**(a) BPC Member Code of Conduct ("BPC Code").** It is understood that this document derives from West Northamptonshire Council (or predecessor) and was circulated at some point in the past as a precedent for use by local councils across the district. It may have been done this way for reasons of consistency and assistance for the Council's Monitoring Officer. It seems that a document in the same form is contained and referred to as the Member Code of Conduct in West Northamptonshire Council's current Constitution. It is not possible to determine exactly but from the wording it is distinctly possible that this Code may comprise an earlier draft of that developed over time by the LGA.

**(b) LGA Model Councillor Code of Conduct ("LGA Code").** In December 2020, the LGA developed and published a Model Councillor Code of Conduct following extensive consultation with the LG sector. This was in response to the recommendation of the Committee of Standards in Public Life Local Government Ethical Standards 2019. The LGA Code is a template for local authorities to adopt or with amendments to reflect local circumstances. It can be used by local authorities across all tiers.

**(c) Nolan Seven Principles of Public Life.** These were first set out by Lord Nolan in 1995 in the first report of the Committee on Standards in Public Life. The descriptors to the principles were amended by the Committee in 2013 and again in 2021. **The BPC Member Code of Conduct contains the Nolan Principles as originally worded in 1995 and the LGA Code the wording as amended in 2021.**

### **3 Nolan Principle 7 (Leadership)**

The 1995 original version of Principle 7 stated “holders of public office should promote and support these principles [ie the previous 6 principles] by leadership and example”. This wording is reflected in the BPC Code. Whereas the current 2021 version of the Nolan Principle 7 states “holders of public office should exhibit these principles in their own behaviour and treat others with respect. They should actively promote and robustly support the principles and challenge poor behaviour wherever it occurs”. The 2013 amendments included the reference to “own behaviour”. The Committee in extending the wording in 2021 stressed the importance of there being a reference to treating others with respect as treating others with respect is intrinsic to the concept of leadership. Furthermore, it should be clear that those in public life should challenge poor behaviour such as bullying and harassment wherever it occurs.

### **4 Nolan Principles Generally**

Several of the other 6 Nolan Principles descriptors have been updated from the original version used in the BPC Code as follows:-

- (a) Principles 1 (Selflessness) and 2 (Integrity). The second sentence in Principle 1 has been moved to Principle 2 to reflect the wording relates more to integrity (drafting issue). There is an additional sentence in Principle 2 stating that any interests and relationships must be disclosed and resolved (moving some of the original wording from Principle 6 (Honesty)).
- (b) Principle 3 (Objectivity). The descriptor has been amended as a concept from being specific to general (a wider catch-all). Objectivity has changed its descriptor from the specific, the carrying out of public business, making appointments, awarding contracts, recommending awards and benefits being on merit to more generally actions and decisions being taken impartially, fairly and on merit using best evidence without discrimination or bias.
- (c) Principle 4 (Accountability). Only a slight amendment including “to ensure this” at the end of the descriptor to clarify that scrutiny is only to achieve accountability.
- (d) Principle 5 (Openness). A couple of amendments to clarify, first that holders of public office should be both open and transparent and not just as open as possible and secondly that information should only be withheld from the public where there are clear and lawful reasons for doing so instead of when the wider public interest clearly demands.
- (e) Principle 6 (Honesty). The original descriptor has been totally reworded and simplified. It is now holders of public office must be truthful. The original references to declaring private interests relating to public duties and taking steps to resolve conflicts to protect public interest have been removed, although the sentiment has been transferred in part to Principle 2 (Integrity).

### **5 General Provisions of BPC and LGA Codes Compared**

It is more difficult to compare directly the two Codes in such a detailed manner as the Nolan Principles. The presentation of the LGA Code is quite different and it comes with 50+ pages of guidance and text within the Code explaining specific clauses. The wording in both documents suggests possibly a similar source document with the LGA being subsequently tasked with updating and refining a Code on behalf of LG generally. Some of the wording necessarily is the same eg that which reflects the Localism Act 2011 and the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012. What is possible is a brief overview of substantive differences between the two Codes as set out below:-

- (a) Technically the BPC Code does not extend to persons co-opted who are not members of the Council. Such should only be co-optees to committees and sub-committees. Probably not a significant issue.
- (b) BPC Code CI 3.1. LGA Code spells out who the “others” are who are to be treated with respect ie councillors, members of the public, employees, representatives and employees of partner

organisations and volunteers. Probably a helpful clarification and there is a useful explanation of what constitutes “respect” to go with it.

- (c) BPC Code Cl 3.2. Refers to, not falling foul of UK equalities legislation. LGA Code is wider referring to promoting equalities and not discriminating unlawfully (under Equality Act 2010) against any person.
- (d) BPC Cl 3.3. This is anti-bullying and anti-intimidation clause. BPC Code adopts the ACAS definition followed by a list of certain actions to be treated as bullying whereas LGA Code defines bullying only by reference to generic ACAS definition. LGA Code also contains anti-harassment provision by reference to the Protection from Harassment Act 1997.
- (e) BPC Cl 3.7. LGA Code has the additional requirement of not attempting to compromise the impartiality of someone.
- (f) LGA Code. Has a provision requiring a councillor not to bring the role into disrepute and there is no similar provision in the BPC Code.
- (g) LGA Code. Has a provision requiring a councillor not to misuse council resources and there is no similar provision in the BPC Code,
- (h) BPC Code Cl 3.15. LGA Code goes beyond complying with standards investigation to undertaking Code of Conduct training, cooperating with investigation and determination, not intimidating investigators, and to comply with any sanction.
- (i) Appendix A. There seems to be some typos in the odd definition in the DPs (when compared to the 2012 Regulations). The 2012 Regulations refer to “relevant person” and not just the member in certain of DPs. Relevant person is the member, spouse or civil partner and a person with whom living as husband or wife or civil partner i.e. both 2.1 and 2.2 of Appendix A in BPC Code. As a result the following should extend to relevant persons and not just the member i.e. employment, office, trade, profession or vocation should not be just the members, contracts should not be just those entered into by a member or body in which a member has beneficial interest and corporate tenancies are not just those where the member has a beneficial interest in the tenant.
- (j) Part 2 BPC Code: Gifts and Hospitality. The LGA Code has a more direct prohibition on members accepting gifts or hospitality, irrespective of value which could give rise to personal gain, a reasonable suspicion of gaining influence or advantaging any person applying to the council for permission licence or other significant advantage. Registration limits are higher, £50 in LGA Code. There is also a requirement in the LGA Code to register any significant gift or hospitality which the member has refused to accept.

### **Recommendation:**

The Clerk and Cllr Aisbett recommend that council adopts current Nolan Principles wording for the Code of Conduct and adopts the LGA version of the Code of Conduct at its Annual Meeting.

The Clerk has ascertained that WNC are not looking to amend their Code of Conduct and the LGA version is in line with their principles.





**Brixworth Parish Council**  
Report to: Council 23 /05 / 2024

**Summary:**

Resolve to accept the Local Council Renewal Invitation for Clear Councils (formerly BHIB) as per the terms of the 3-year Long Term Undertaking started on 01/06/2022

**Attachments: Statement of Fact, Renewal Invitation**

<b>1.0</b>	<b>BACKGROUND</b> – The Local Council insurance renewal from Clear Council (formerly BHIB) has been received, with a total premium of £1605.99. The policy is due for its annual renewal on 1 <sup>st</sup> June 2024. Last year, the premium was £1553.77. A 3-year long term undertaking was agreed on 1 <sup>st</sup> June 2022 which will expire on 31 <sup>st</sup> May 2025. This LTU gives us additional discounts on the premium.
<b>2.0</b>	<b>PROPOSAL</b> – To accept the renewal price of £1605.99 to insure the Council from 1 <sup>st</sup> June 2024 – 31 <sup>st</sup> of May 2025 and maintain the LTU with Clear Councils. To obtain quotes from other providers in March 2025 for consideration next year.
<b>3.0</b>	<b>OPTIONS CONSIDERED</b> – Zurich Insurance, Community Action Suffolk and Gallagher insurance were all approached this year for comparison quotes. Both Gallagher and Community Action Suffolk declined to present a quote as they were unable to compete with the current premium price. Zurich have provided a quotation of £3,037.30 for 1 year, or £2785.35 if a 3-year LTU is taken out.
<b>4.0</b>	<b>FINANCIAL INFORMATION –</b> <b>Clear Council</b> <b>2023/2024 - £1553.77.</b> <b>2024/2025 - £1605.99. (Increase of £52.22, +3.25%)</b>
<b>5.0</b>	<b>Zurich</b> <b>2024/2025 - £3037.50 (1 year). £2785.35 (3 Year LTU)</b>
	<b>CONCLUSION / RECOMMENDATION</b> Recommendation to continue the LTU with Clear Councils from the 1 <sup>st</sup> June 2024 to the 31 <sup>st</sup> of May 2025 at a cost of £1605.99. Quotes to be obtained from other providers for consideration and comparison before the next renewal period, June 2025.

**Implications:**

Council Objectives:	Financial Insurance	
Resource Requirements:	Committee / Cllrs / Working Group / Officers / External / Other / <b>None</b> Hours / Days / Weeks / Months	
Do we have the resource available?		N/A
Equalities & Human Rights	Are there equalities and /or human rights issues?	N
Equalities Impact Assessment	Is an impact assessment is required?	N
Crime and Disorder	Has crime and disorder have been considered?	Y
Biodiversity	Are there any bio-diversity implications?	N
Financial	Are there financial implications at this stage?	Y
	Will there be financial implications?	N
	Is there provision within the budget?	Y
	Could there be additional expenditure?	N
	Is there potential for income generation?	N
Legal	Do we have power, to act?	Y
	If Y which act: LGA 1972	



Risk Management	Are there any risks? If so, how will these be mitigated?	N
Risk Assessment	Is a risk assessment required?	N
Project Management	Is project management is required?	N
<b>Person originating this report:</b> Gavin Kirkup		
<b>Date: 17/05/2024</b>		

Ms Josie Flavell

Brixworth Parish Council

Brixworth Information Point  
Brixworth Library & Community Centre , Spratton Road  
Brixworth  
Northamptonshire  
NN6 9DS

15 April 2024

Policy Number: 100723637BDN/LCO01422

Dear Ms Flavell,

## LOCAL COUNCIL RENEWAL INVITE

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

<b>Policy Type:</b>	Local Councils
<b>Insurer:</b>	Aviva Insurance Ltd
<b>Renewal Date:</b>	<b>01 June 2024</b>
<b>Premium:</b>	£1,605.99
<b>Arrangement Fee:</b>	£45.00 non-refundable in the event of cancellation
<b>TOTAL PREMIUM</b>	<b>£1,650.99</b>

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

**IMPORTANT DOCUMENTS:** Please read the following documents carefully.

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

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

## Policy Documents

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

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

## Is This Policy Suitable for You?

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

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

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

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

### What is Underinsurance?

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

### Index Linking

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

### **Market Selection**

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

### **Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities**

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

Additional endorsements applied to your policy are listed below:

■

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

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

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

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

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

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

## Excesses

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

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

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

## **Important Changes to the Current Policy from Renewal**

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

## **Important Information**

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

This policy is renewable.

## **Duty of Fair Presentation**

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

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

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

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

## **Cancellation Rights**

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

## **Claims**

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

## Additional Benefits

### Local Council Awards Scheme (LCAS)

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

### Long Term Undertaking (LTU)

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

## Other Insurance Products

### Clear Cyber for Councils

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

The policy provides:

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

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

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

Please find further details enclosed.

## Your Parish Online Subscription

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

## What To Do Next

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

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

## Paying for Your Policy

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

## Premium Finance

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

Finance Provider	Close Brothers Premium Finance (CBPF)
Loan Amount	£1,650.99
Interest Amount (6.75%)	£131.25
10 Monthly Instalments of	£178.22
Total Payable	£1,782.24
APR	20.77%
Instalment Term	10 Months
Policy Term	12 Months

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

The policy term is 2 months longer than the instalment plan. Financing the premium at £1,782.24 means the overall cost will be more expensive than making a single payment of £1,650.99, the additional cost amounts to £131.25

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

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

Yours Sincerely

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



**The Insured:** Brixworth Parish Council  
**Policy No:** 100723637BDN/LCO01422



## Local Councils

### Statement of Fact

15/04/2024

**IMPORTANT** - This Statement of Fact provides a record of the information notified to us and facts assumed about you, your business and councillors and clerks. You must check all the information and material facts contained in the Statement of Fact and the Schedule and contact Clear Councils on 0330 013 0036 or by email to [councils@thecleargroup.com](mailto:councils@thecleargroup.com) immediately if any details are incorrect or incomplete.

You should keep this statement of fact for your records.

### Your Duty to make a Fair Presentation of Risk

You must make a fair presentation of risk. This means you must;

- disclose every material circumstance you know or ought to know or, failing that, provide enough information to enable Insurers to make further enquiries
- make disclosures in a reasonably clear and accessible manner
- ensure that representations as to a matter of fact are substantially correct
- ensure that representations as to a matter of belief are made in good faith

Material information is information that would influence an insurer in deciding whether a risk is acceptable and if so, the premium, terms and conditions to be applied. If you are in doubt whether a fact is material, you should disclose it, since failure to do so could invalidate your policy, reduce claims settlements or result in a claim not being paid.

Your duties before inception of cover	Your duties after inception of cover	Instructions regarding changes of cover
All material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked by us or by the insurer. If you become aware that material information that you have supplied prior to the placement of your insurance contract was incorrect you should tell us immediately.	Your duty to make a fair presentation of risk is re-imposed when there are changes or variations in cover and when the insurance contract is renewed or extended. In addition, changes that substantially increase the risk, or relate to compliance with a warranty or condition in the insurance contract must be notified at once.	Alterations to covers or increases in sums insured etc., will not be effective until insurers have accepted the change and you should not assume that they have done so until you have received confirmation to that effect from Clear Councils. To avoid delay, we therefore suggest that for urgent instructions, you contact us by telephone.

**Please contact Clear Councils immediately if you are in any doubt as to whether or not information might be material or if you have any concerns that we might not be aware of all material information.**

### Claims Experience

All claims, incidents or losses during the past three years in respect of any of the risks to be insured must have been reported to the scheme underwriters, Aviva Insurance Ltd.

### Declaration

To the best of your knowledge no Councillor or Clerk has;

- been subject to any County Court Judgements
- had any insurer decline, cancel or refuse to renew insurance
- been convicted/charged/cautioned in respect of any criminal offence
- ever been prosecuted for failure to comply with any Health and Safety or Welfare or Environmental Protection legislation
- been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership, liquidation or administration

### Your Property

All property insured including outbuildings will be maintained in a good state of repair.

Where Subsidence is covered all properties are free from any sign of damage caused by subsidence, ground heave or landslip, and have no history of such damage.

You do and will continue to maintain machinery and equipment in a good state of repair.

#### Fidelity Guarantee

You do and will continue to;

- delete employees' password access or make it invalid immediately when any employee leaves your employment
- make Clear Councils aware of any additional wording included in your last external audit report

#### Health and Safety

You comply with all appropriate Health and Safety legislation, and follow the guidelines and advice of the Health & Safety Executive.

Client Details

<b>Council Name</b>	Brixworth Parish Council
<b>Address Line 1</b>	Brixworth Information Point
<b>Address Line 2</b>	Brixworth Library & Community Centre , Spratton Road
<b>Town</b>	Brixworth
<b>County</b>	Northamptonshire
<b>Postcode</b>	NN6 9DS
<b>Please state to which Rural Community Council (England) or County Voluntary Council (Wales) you are affiliated or in which County area your Hall is situated</b>	Northamptonshire
<b>Population Size</b>	Up to 10,000
<b>If you do not have an PAYE Reference, please confirm that you are exempt from holding one</b>	I am Exempt
<b>Contact Title</b>	Ms
<b>Contact Forename</b>	Josie
<b>Contact Surname</b>	Flavell
<b>Contact Telephone</b>	07983 141786
<b>Contact Email Address</b>	parish.clerk@brixworthparishcouncil.gov.uk
<i>Verified e-mail address for all communications. Please let the Clear Councils Affinities team know immediately if this address needs to be changed. □</i>	
<b>Additional Email Address</b>	
<b>This is...</b>	an Aon Transfer
<b>Previous AON Policy Number</b>	4010587

Mandatory Covers

<b>Public Liability Limit of Indemnity</b>	£10,000,000
<b>Employers Liability Limit of Indemnity</b>	10000000
<b>Officials Indemnity Limit</b>	500000
<b>Libel and Slander Limit</b>	250000
<b>Legal Expenses Limit</b>	250000
<b>Money - Cash in Transit, on Premises in Business Hours, in Bank Night Safe</b>	£2,500
<b>Money - Cash in Safe</b>	2,500.00
<b>Fidelity Guarantee Limit</b>	£250,000

Additional Covers

<b>Do you require Additional Covers, as set out below?</b>	Yes
<b>Do you wish to increase the standard limit for any of the above options</b>	No

Optional Covers

**Do you require cover for Buildings**

Yes

Buildings Cover ( 1 )

<b>Address Line 1</b>	Equipment Store St. Davids Close
<b>Address Line 2</b>	Brixworth
<b>Town</b>	Northampton
<b>County</b>	
<b>Postcode</b>	NN6 9EA
<b>Flood</b>	Not Applicable
<b>Surface Water</b>	Not Applicable
<b>Please state the Sum Insured</b>	44,831
<b>Construction Type</b>	Standard Construction Buildings incl Listed Buildings & Pavilions
<b>Is Subsidence cover required</b>	No

Buildings Cover ( 2 )

<b>Address Line 1</b>	The Changing Rooms
<b>Address Line 2</b>	The Ashway
<b>Town</b>	Brixworth
<b>County</b>	Northampton
<b>Postcode</b>	NN6 9UZ
<b>Flood</b>	Not Applicable
<b>Surface Water</b>	Not Applicable
<b>Please state the Sum Insured</b>	215,780
<b>Construction Type</b>	Standard Construction Buildings incl Listed Buildings & Pavilions
<b>Is Subsidence cover required</b>	No

**Do you require cover for CCTV Equipment**

No

**Is cover for Sports Ground Surfaces and/or Concrete, Tarmac or Asphalt Surfaces required**

Yes

**Sum Insured required for Ground Surfaces**

41,800

<b>Is Business Interruption cover required?</b>	No
<b>Is cover for Personal Accident required</b>	No
<b>Is cover for Terrorism required</b>	No
<b>Do you require No Claims Bonus Protection &amp; Application of Excess Protection</b>	No
<b>Do you require Data Breach Response cover?</b>	No
<b>Have you attained an award under the Local Council Awards Scheme?</b>	No
<b>Do you wish to agree to a 3 year Long Term Undertaking (LTU) in return for a discount</b>	Yes
<b>LTU Start date</b>	01/06/2022
<b>LTU End date</b>	31/05/2025

#### General Questions

<b>(i) No Insurer has declined my/our proposal, cancelled or refused to renew my/our policy, required an increased premium, special terms or conditions for any of the insurance proposed for</b>	True
<b>(ii) Neither I/We, nor any other principal members of this organisation have been convicted of any criminal offence other than a motoring conviction</b>	True
<b>(iii) I am/We are not aware of any existing circumstances which have resulted or could result in a dispute which may give rise to any payment under this insurance and I/We understand that no such circumstances can be accepted as a foundation of a claim under this insurance</b>	True
<b>(iv) I/We declare that the proposer is registered in the United Kingdom, the Isle of Man or the Channel Islands</b>	True
<b>To the best of my/our knowledge no partners, principals or directors have; been subject to any county court judgments, had any Insurer decline or refuse to renew Insurance or impose any special terms for acceptance, been convicted/charged/cautioned in respect of any criminal offence, been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership or liquidation, been subject to a recovery action by Customs &amp; Excise or the Inland Revenue.</b>	True
<b>Business Description</b>	Parish Council
<b>Has the client elected to pay by instalments?</b>	No
<b>Has your organisation made, or had made against it, any claims in the last 3 years, whether insured or not?</b>	No

## Important Information

### Data Protection – Aviva Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the "Automated Decision Making" section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the "Credit Reference Agencies" section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: [contactus@aviva.com](mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com)

### Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

### Claims History

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.



- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

### **Fraud prevention and detection**

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contract details and more information about the complaints procedure please refer to your policy documents. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information

### **Regulatory Status**

Risks situated within the UK are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651. Authorised and regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. Registered UK Branch Address: St Helen's, 1 Undershaft, London EC3P 3DQ. UK branch deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No.827591) and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting [www.fca.org.uk](http://www.fca.org.uk)

### **Fraud prevention and detection**

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contract details and more information about the complaints procedure please refer to your policy documents. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information

### **Financial Services Compensation Scheme**

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk).

### **Choice of Law**

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

### **Financial Services Compensation Scheme**

Should you need to make a claim under this policy, please contact us on 0800 015 1468.

In all cases, please quote your policy number.

### **Copy document availability**

If you would like to receive copies of your policy documents in paper, please contact your insurance adviser. Copies will be provided free of charge.

### **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and

**The Insured:** Brixworth Parish Council  
**Policy No:** 100723637BDN/LCO01422



mobiles. For our joint protection telephone calls may be recorded and/or monitored.

INSURANCE PROPOSAL

FOR

**Brixworth Parish Council**

Prepared by

**Ms Briony Worth**

22nd May 2024

---

## 1. Introduction

We aim to bring you high quality insurance and excellent service at a good price.

- **High quality insurance**

Our policy has been designed for Councils such as yours. We have over 20 years of experience working with Town, Parish and Community Councils and are the largest insurer of public services in the UK.

We are proposing Public Liability cover of £12 million for you.

Zurich are pleased to announce that **Key Personnel cover** is available as a paid for option to all Town, Parish and Community Council policies. Key Personnel insurance is designed to protect councils 24 hours a day, 7 days a week, in the event that an accident or assault renders a member of your team unable to work to their normal capacity. Your council could claim weekly benefits of up to £500 to assist with replacing staff or volunteers specified by you.

- **Excellent service**

We pride ourselves on providing swift, friendly service. Highlights of this service include: a dedicated Account Manager; no admin fees when you make a change to your policy; and free access to legal and counselling helplines. Our customer service currently scores 4.7 out of 5 on the independent rating site Feefo.

Should you need to make a claim, it will be managed by our dedicated team of claims specialists. They will work with you to settle the claim quickly and minimise disruption in the meantime. They manage claims ranging from the simplest accidental damage to the most complex legal cases, so whatever may happen, you will have experts on your side.

- **A good price**

We are proposing premiums shown in the table below

LTA Term*	Price proposed (including all applicable taxes)
1 Year	£3,037.30
3 Year	£2,785.35

\* You may choose to enter a Long Term Agreement with us, this would reduce the price of your policy over the life of the agreement in return for your commitment to stay with us. See Section 4 for details.

You will judge whether this is a good price. We hope that we will save you money, and that you can invest this saving into your core activities.

In addition to these benefits, if you buy this policy you will have bought from a company that makes a significant contribution to society: The Zurich Community Trust, a registered charity that is funded by corporate and employee donations, has given support to over 600 UK and overseas charities through grants and volunteering programmes.

## 2. Next steps

It is important that **you carefully read the attached document your “Local Council Policy Schedule”** and check that the facts we have about you are correct and that we have included all the covers that you want.

Please call us if you have any questions or need to make changes.

Once you are happy with the Schedule, all your organisation needs to do to purchase your policy is send us an acceptance email.

---

### 3. The cost of this policy

The cost of this policy is **£3,037.30** (including taxes, based on a 1 year agreement).

This is made up of £2,711.87 for your policy, £325.43 Insurance Premium Tax (at the prevailing rate, which is levied on insurance policies) and £0.00 VAT.

This quotation is valid for 90 days from the quotation date shown on the front cover of this proposal.

### 4. Long Term Agreement

You may choose to set up a Long Term Agreement (LTA) with us. This means that you commit to keep your policy with us for the period of the LTA and in return you receive the discount detailed in the pricing table.

An LTA will also freeze the rates which we apply to your sums insured or indemnity levels in order to calculate your annual premium. So, if we raise rates during your LTA, the rise won't apply to your premium.

Please note, this doesn't mean that your premium will not rise over the period of the LTA. It would rise if:

- a) Your sums insured increase  
We will index-link your sums insured.
  
- b) Your levels of indemnity increase  
Again, this may be necessary to ensure that your policy is giving you the appropriate level of protection.
  
- c) Your claims history is poor  
If this did occur, you would have the option to exit the LTA.

The following lines of cover are not subject to LTA rate freezes: Engineering, Legal Expenses and Terrorism.

Do please contact us if you have any questions or would like to set up an LTA.

## 5. How we will support you

We will be available to support you throughout the year with activities such as:

- Insuring new projects and events which you may be considering
- Making changes to your policy
- De-mystifying the sometimes complicated language used in insurance documents

Our approach to fees:

- We do not charge administrative fees or for providing duplicate documents.
- We will make no charge if you request changes or amendments to your policy that would cost less than £50.

## 6. How to purchase this policy

If you would like to buy this policy, all you need to do is call or send us an email confirming that you wish to go ahead.

We will then email you electronic copies of your policy documents, along with an invoice. Payment is due before your cover starts, or immediately if your cover is already in place. Failure to do so could result in your insurance being cancelled.

## 7. Conclusion

This proposal and the attached 'Local Council Policy Schedule' should clearly describe your insurance requirements and how we plan to meet them. If they do not, or if you have any questions, please contact me on 01243 832116 or at [briony.worth@uk.zurich.com](mailto:briony.worth@uk.zurich.com)

We hope that a combination of our council expertise, the price offered, and the service we provide will convince you to place your insurance with us.

Zurich Municipal is a trading name of Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.



## Internal Audit Report

(to be read in conjunction with the Annual Internal Audit Report in the Annual Governance and Accountability Return)

Name of council:	Brixworth Parish Council		
Name of Internal Auditor:	Claire Tilley	Date of report:	26-4-2024
Year ending:	31 March 2024	Date audit carried out:	26-4-2024

### To the Chairman of the Council:

By referring to proper practices in the Governance and Accountability for Smaller Authorities in England (2020), plus the Joint Panel on Accountability and Governance -Practitioners Guide (2023) I have carried out an Internal Audit of the governance and financial activities of Bixworth Parish Council.

Initially, I examined the minutes and policies available on the website, which are up to date. I had several queries which the Proper Officer, Josie quickly responded to. Finally, I conducted a Zoom meeting with Josie and Gavin and thank them for their time and assistance. Brixworth is now an efficiently, professionally run council, the councillors are committed and the officers knowledgable. I particularly commend the way the reports and minutes are composed.

**I am pleased to inform you that I was satisfied that all relevant objectives have been satisfied and I am happy to sign off the Internal Report on the AGAR.**

For further clarification, I would like to make the following comments.

- I would like to draw note to the fact that the council have now moved from R&P to I&E, hence some items on the Accounting Statements have had to be restated on the previous financial year.
- Last year External Audit was qualified because the auditor stated that Box 4 (staff costs) was incorrect because a Locum Clerk salary was included in the staff costs. This is how it was coded in the Accounting Software, and in my opinion, should have been included – which is what the Parish Council did.
- I also note that they state *“We note that the smaller authority did not comply with Regulation 15 of the Accounts and Audit Regulations 2015 as it failed to make proper provision during the year 2023/24 for the exercise of public rights, since the notice regarding the period for the exercise of public rights was not published before the start of the period. As a result, the smaller authority must answer ‘No’ to Assertion 4 of the Annual Governance Statement for 2023/24 and ensure that it makes proper provision for the exercise of public rights during 2024/25”*

Last year's Internal Audit 22/23 would have looked at provision for 21-22, which was correctly done- hence I ticked Yes. This year I have looked at provision for 22/23,

which again was correctly made. I do not understand why the auditor was looking at provision for 23/24, which will not be made until June/July of this year. I believe the council should be able to tick Yes to Assertion 4.

Yours sincerely,

A handwritten signature in blue ink that reads "C. Tilley". The signature is written in a cursive style and is enclosed within a light blue rectangular box.

Ms Claire Tilley  
Internal Auditor to the Council  
07981609565  
claire@renaissancebusiness.co.uk

*Internal audit is the periodic independent review of a council's internal controls resulting in an assurance report designed to improve the effectiveness and efficiency of the activities and operating procedures under the council's control. Managing the council's internal controls should be a day-to-day function of the council through its staff and management and not left for internal audit. It would be incorrect to view internal audit as the detailed inspection of all records and transactions of a council in order to detect error or fraud. This report is based on the evidence made available to me and consequently the report is limited to those matters set out below.*

***The council is required to take appropriate action on all matters raised in reports from internal and external audit and to respond to matters brought to its attention by internal and external audit. Failure to take appropriate action may lead to a qualified audit opinion.***

The figures submitted in the Annual Governance and Accountability Return are:

	Year ending 31 March 2023	Year ending 31 March 2024
1. Balances brought forward	443,891 *	391,036
2. Annual precept	170,000	175,000
3. Total other receipts	32,232 *	58,566
4. Staff costs	82,704 *	119,535
5. Loan interest/capital repayments	0	0
6. Total other payments	172,384 *	229,529
7. Balances carried forward	391,036	275,538
8. Total cash and investments	388,630	275,273
9. Total fixed assets and long-term assets	339,372	373,517
10. Total borrowings	0	0

Items marked with an \* have been restated, due to change form R&P to I&E

The proper practices referred to in Accounts and Audit Regulations are set out in *Governance and Accountability for Smaller Authorities in England (2024)*. It is a guide to the accounting practices to be followed by local councils and it sets out the appropriate standard of financial reporting to be followed. A copy of the guide is available for free download from:

<https://www.northantscalc.com/practitioners-guide-2023>.

# Annual Internal Audit Report 2023/24

## Brixworth Parish Council

<https://www.brixworthparishcouncil.gov.uk/>

During the financial year ended 31 March 2024, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2023/24 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.			✓
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")			✓
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.	✓		
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations (during the 2023-24 AGAR period, were public rights in relation to the 2022-23 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set).	✓		
N. The authority has complied with the publication requirements for 2022/23 AGAR (see AGAR Page 1 Guidance Notes).	✓		
<b>O. (For local councils only)</b> Trust funds (including charitable) – The council met its responsibilities as a trustee.	Yes	No	Not applicable
	✓		

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

Date(s) internal audit undertaken

26/04/2024

Name of person who carried out the internal audit

Claire Tilley

Signature of person who carried out the internal audit



Date

28/04/2024

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

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

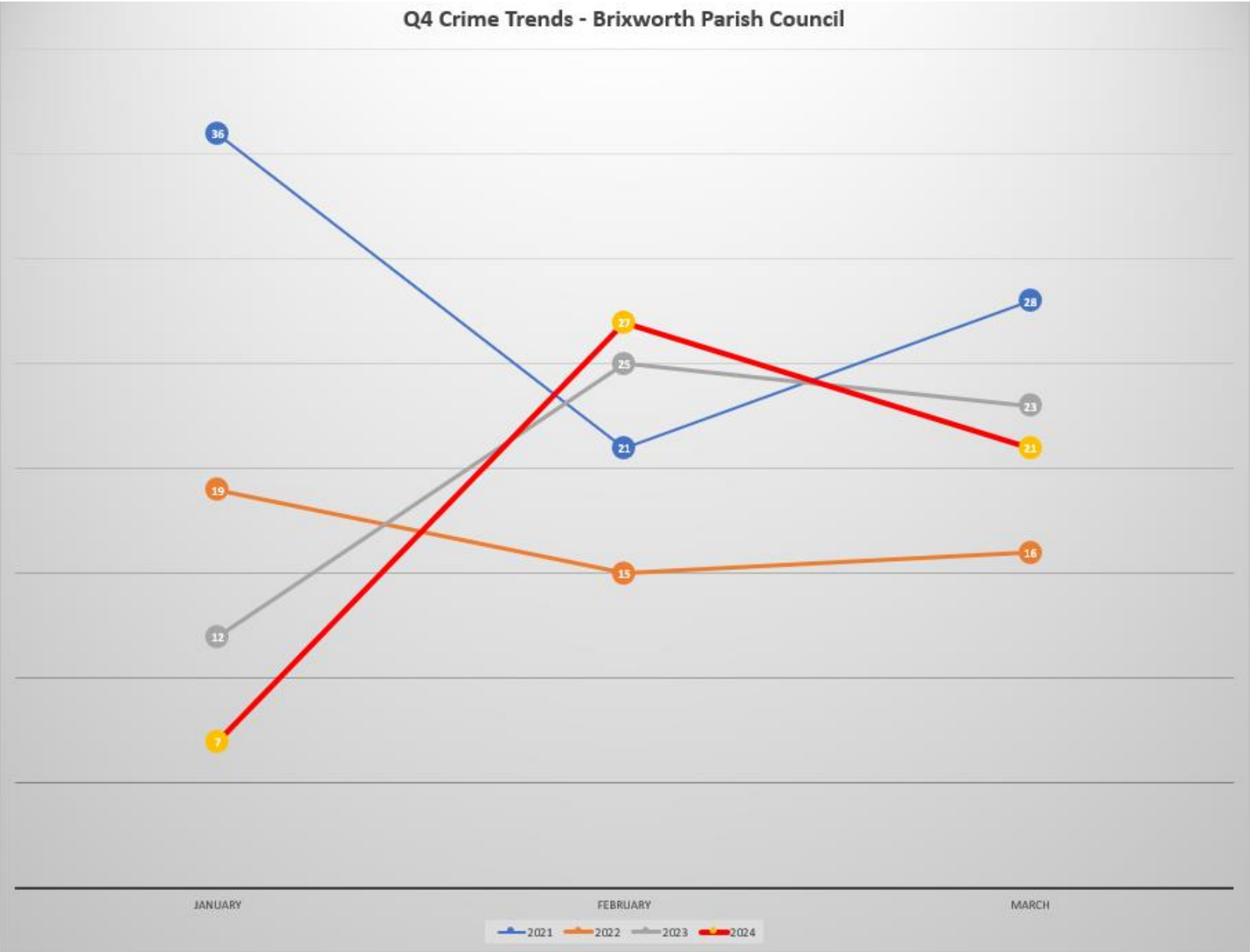


**Notes from BPC Surgery 4<sup>th</sup> May 2024 – Cllr Bird / Cllr Lunnon**

1. Windmill Glade has a single street light but it is surrounded by overgrown trees (possibly leylandii). As a result, the light from the lamp is hidden and the pathway is not at all well lit. The resident who reported it to us has reported it through FixMyStreet with no success. We explained that it's not a BPC responsibility, but we will ask the Clerk team to write to WNC/Highways to raise the issue again. (Admin has noted Fix My Street Ref Number 5510343 and contacted Highways to request an update).
2. On Monday 29<sup>th</sup> of April, the Spratton Rd park was a carpet of daisies. By Wednesday, they had all gone. Whilst the cutting may well have been outside the 'no mow May' (it being done on the 29<sup>th</sup> or 30<sup>th</sup>), the resident reported it was a real shame that they hadn't been left for the insects. Perhaps in later years the grass could be mowed around the edges of the park and the daisies left uncut.
3. On Pytchley Way, on the footpath on the other side of the chip shop, there is reportedly a missing drain cover which is a hazard to pedestrians. (Admin has reported to Anglian Water Ref: **25677267**)

**Q4 Crime Trends Report – Brixworth Parish Council**

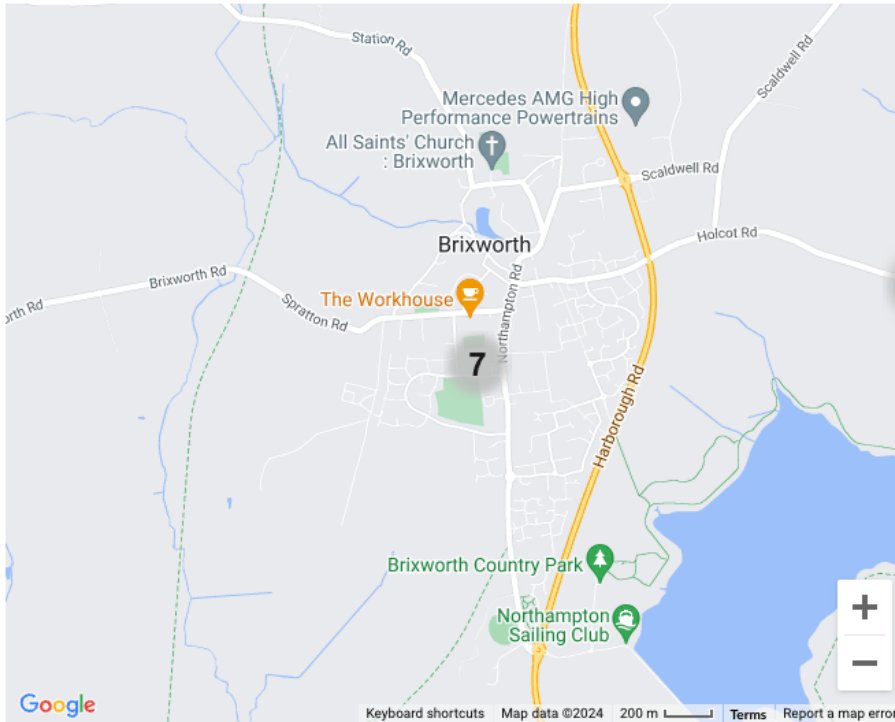
2021	2022	2023	2024
36	19	12	7
21	15	25	27
28	16	23	21





## Reported Crime for January 2024

[Daventry Rural | Police.uk \(www.police.uk\)](https://www.police.uk)



All Crimes (90) ▼

January 2024 ▼

7 crimes were reported here in January 2024

Anti-social behaviour	2
Criminal damage and arson	2
Burglary	1
All other crime	2

[View crime definitions](#)

[Download area crime data](#)

### Trend

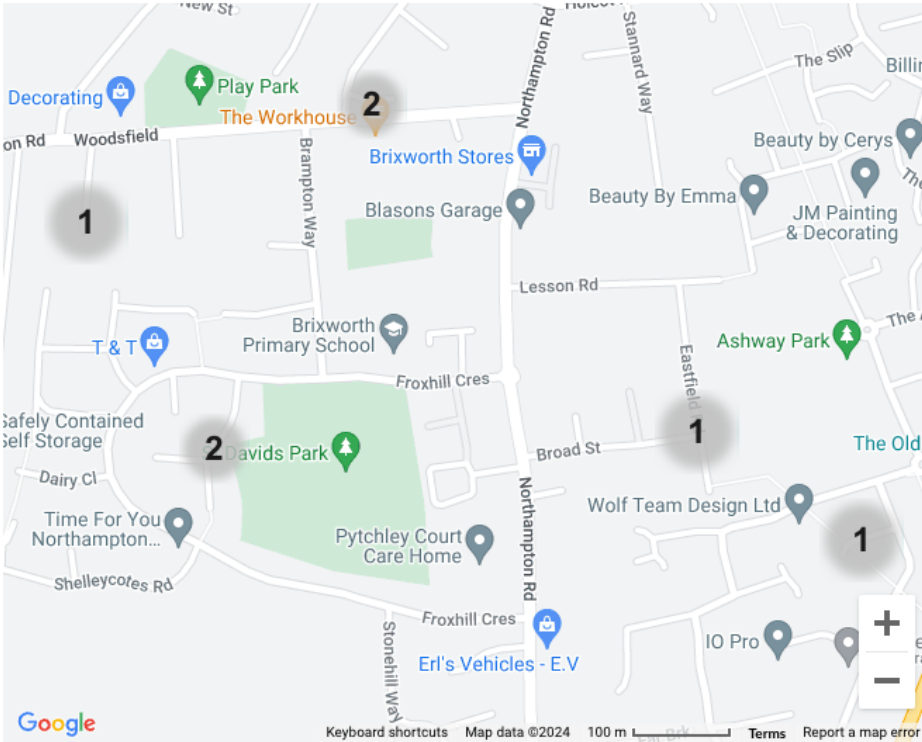
2022	2023	2024
19	13	7

*\*\*This is a broad category of types not covered in other categories. They range from weapon-related crimes to hate crimes and robbery.*

# Activity Hotspots

Click on a hotspot to see more details. Alternatively, [view as A-Z list](#).

Edit crime type and time period

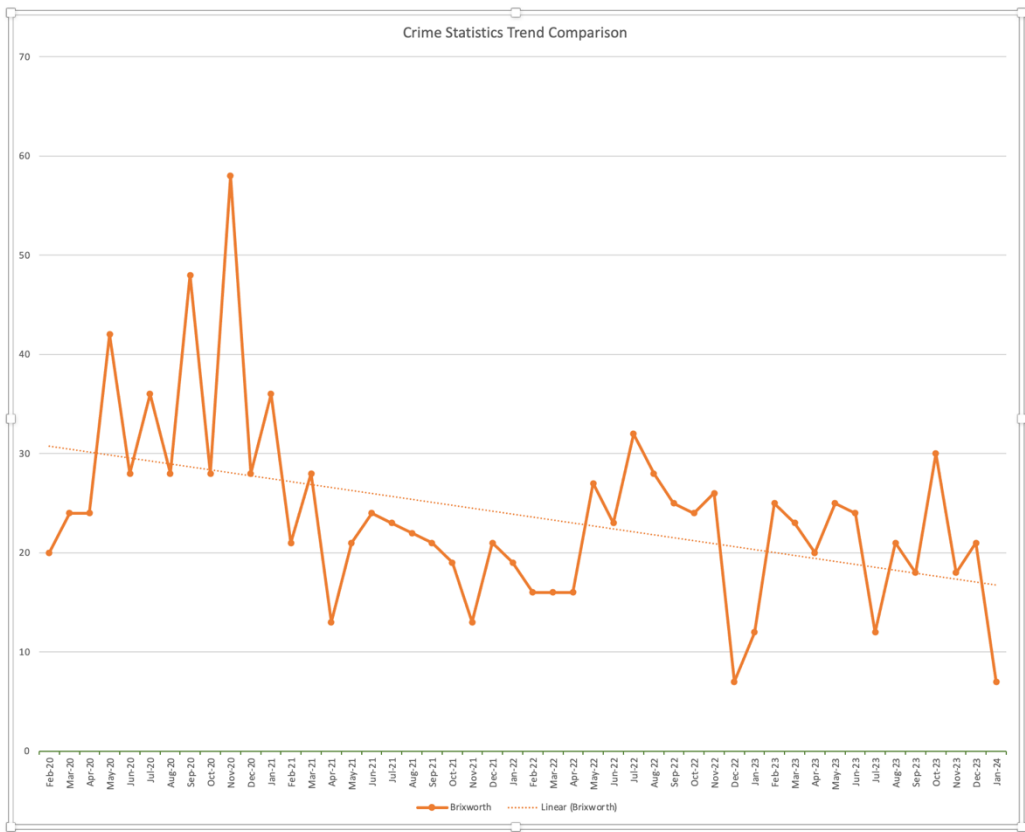


All Crimes (90) ▼

January 2024 ▼

[View crime definitions](#)

[Download area crime data](#)



Prepared by: Gavin Kirkup  
Administrative Assistant

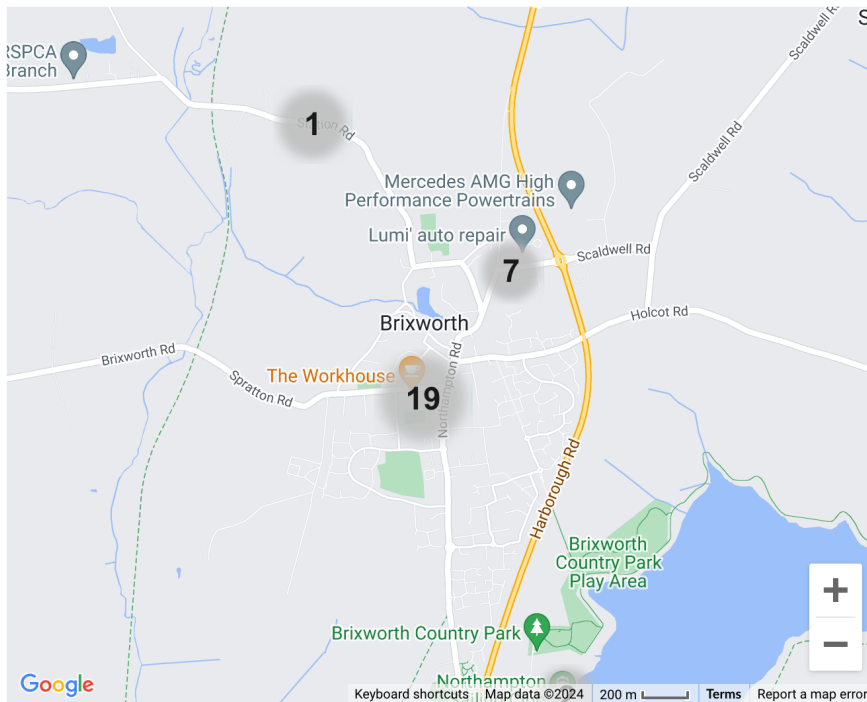




## Reported Crime for February 2024

[Daventry Rural | Police.uk \(www.police.uk\)](https://www.police.uk)

Click on a hotspot to see more details. Alternatively, [view as A-Z list](#).



Edit crime type and time period

All Crimes (113) ▼

February 2024 ▼

27 crimes were reported here in February 2024

Violence and sexual offences	9
Other theft	6
Criminal damage and arson	3
All other crime	9

[View crime definitions](#)

[Download area crime data](#)

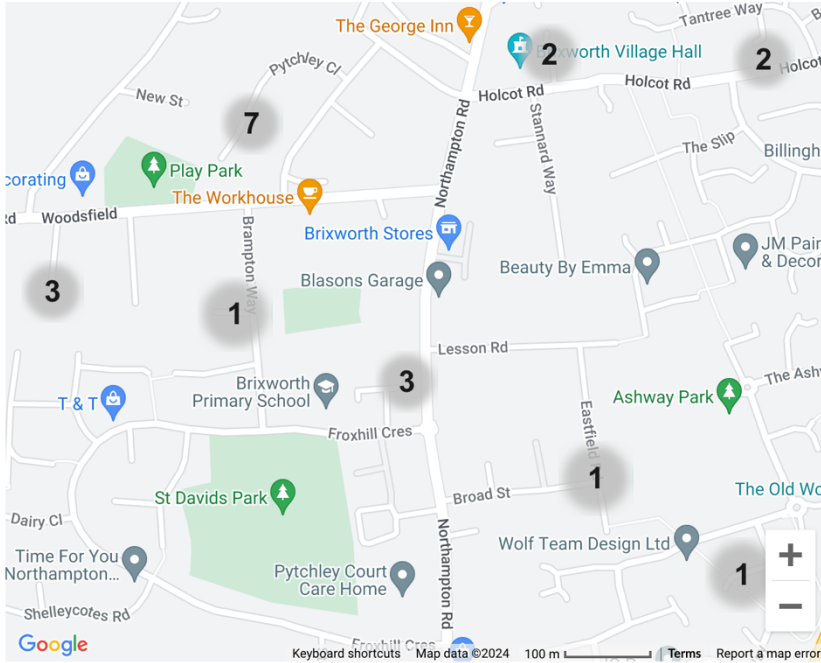
### Trend

2022	2023	2024
15	25	27

*\*\*This is a broad category of types not covered in other categories. They range from weapon-related crimes to hate crimes and robbery.*

# Activity Hotspots

Click on a hotspot to see more details. Alternatively, [view as A-Z list](#).



Edit crime type and time period

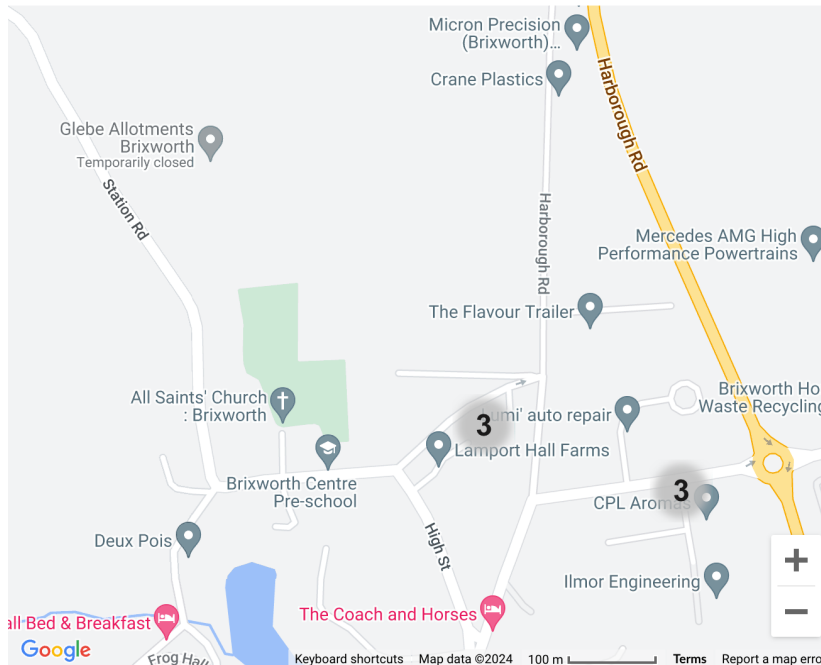
All Crimes (113)

February 2024

[View crime definitions](#)

[Download area crime data](#)

Click on a hotspot to see more details. Alternatively, [view as A-Z list](#).



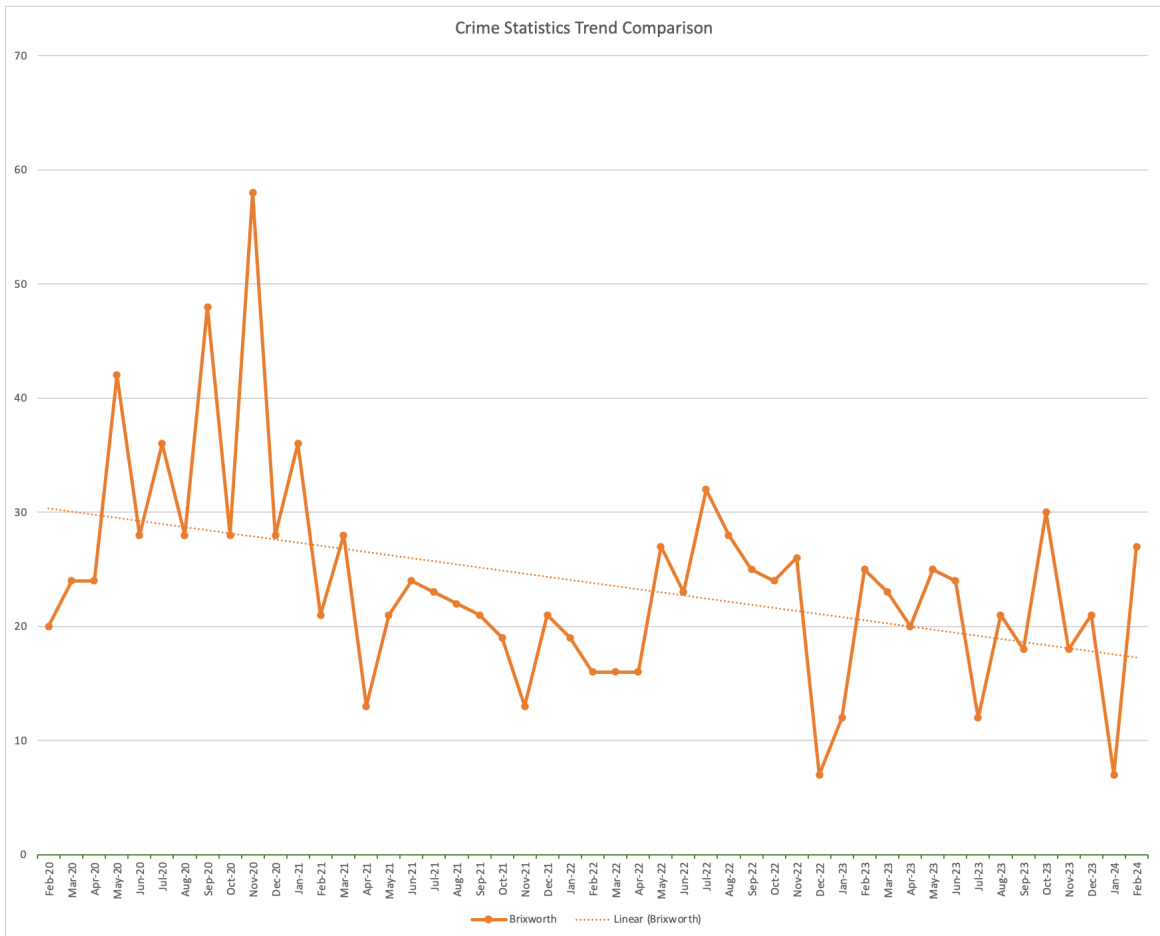
Edit crime type and time period

All Crimes (113)

February 2024

[View crime definitions](#)

[Download area crime data](#)

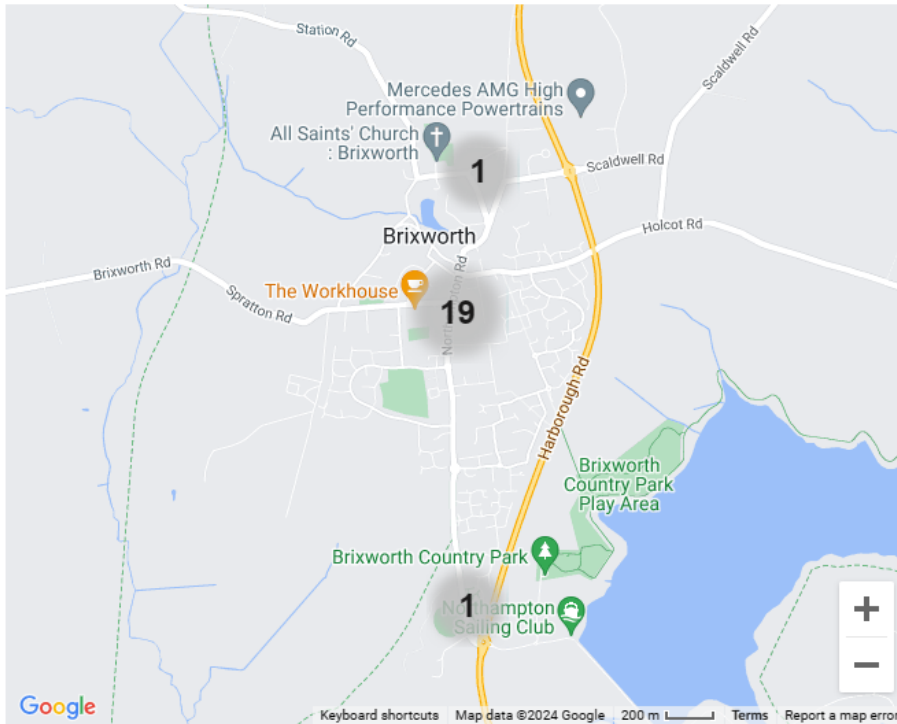


**Prepared by: Gavin Kirkup  
Administrative Assistant**



## Reported Crime for March 2024

[Daventry Rural | Police.uk \(www.police.uk\)](http://www.police.uk)



All Crimes (107) ▼

March 2024 ▼

20 crimes were reported here in March 2024

Violence and sexual offences	5
Anti-social behaviour	4
Criminal damage and arson	3
All other crime	8

[View crime definitions](#)

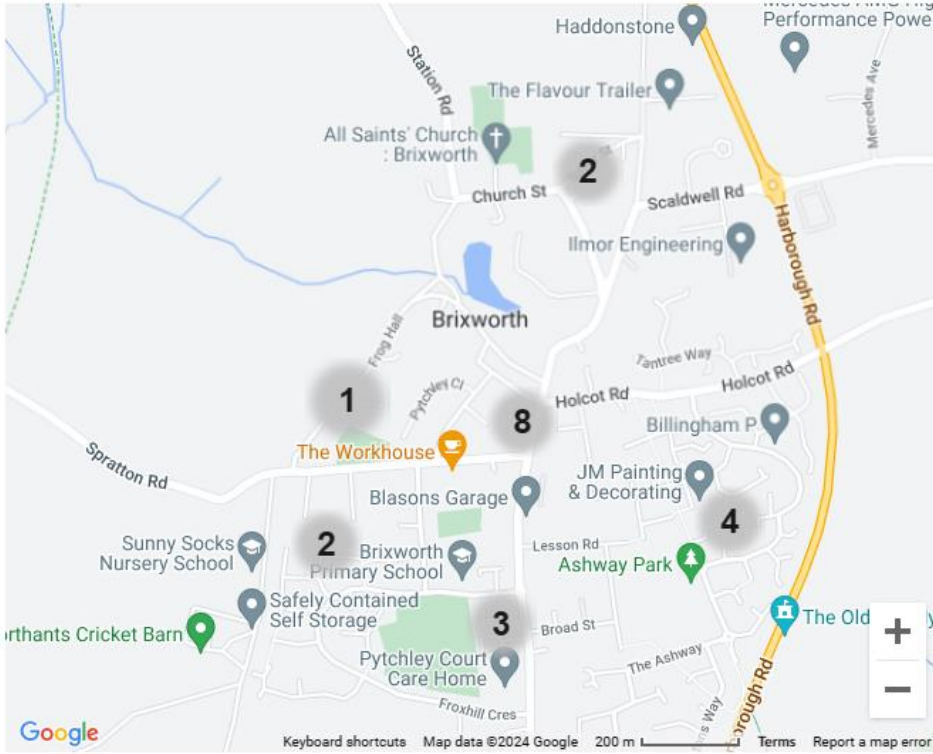
[Download area crime data](#)

### Trend

2022	2023	2024
16	23	21

*\*\*This is a broad category of types not covered in other categories. They range from weapon-related crimes to hate crimes and robbery.*

# Activity Hotspots

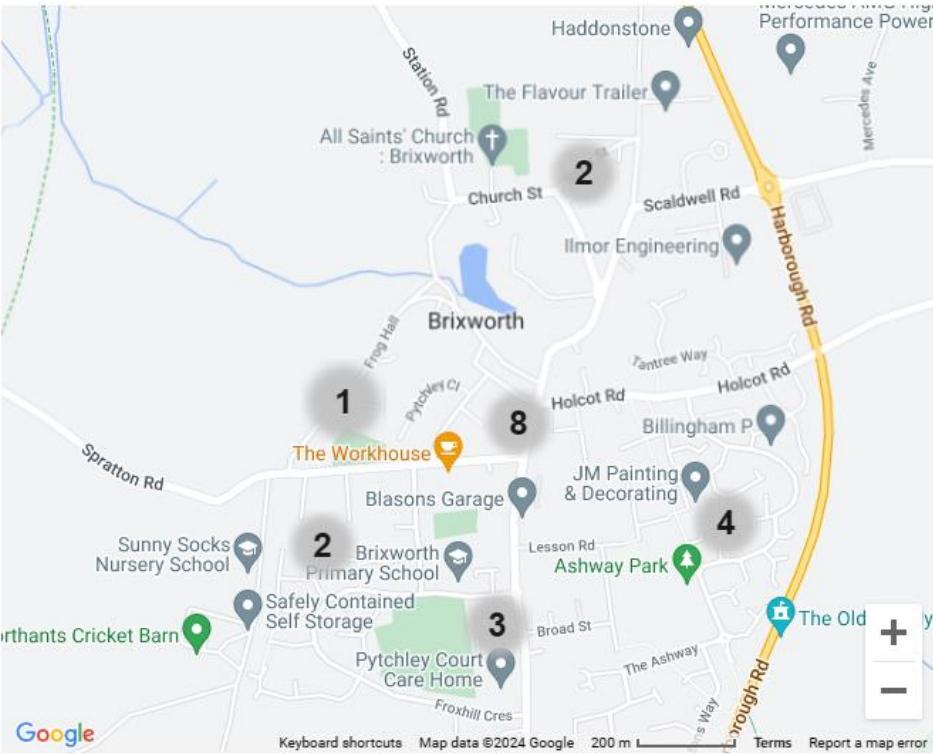


All Crimes (107) ▾

March 2024 ▾

[View crime definitions](#)

[Download area crime data](#)



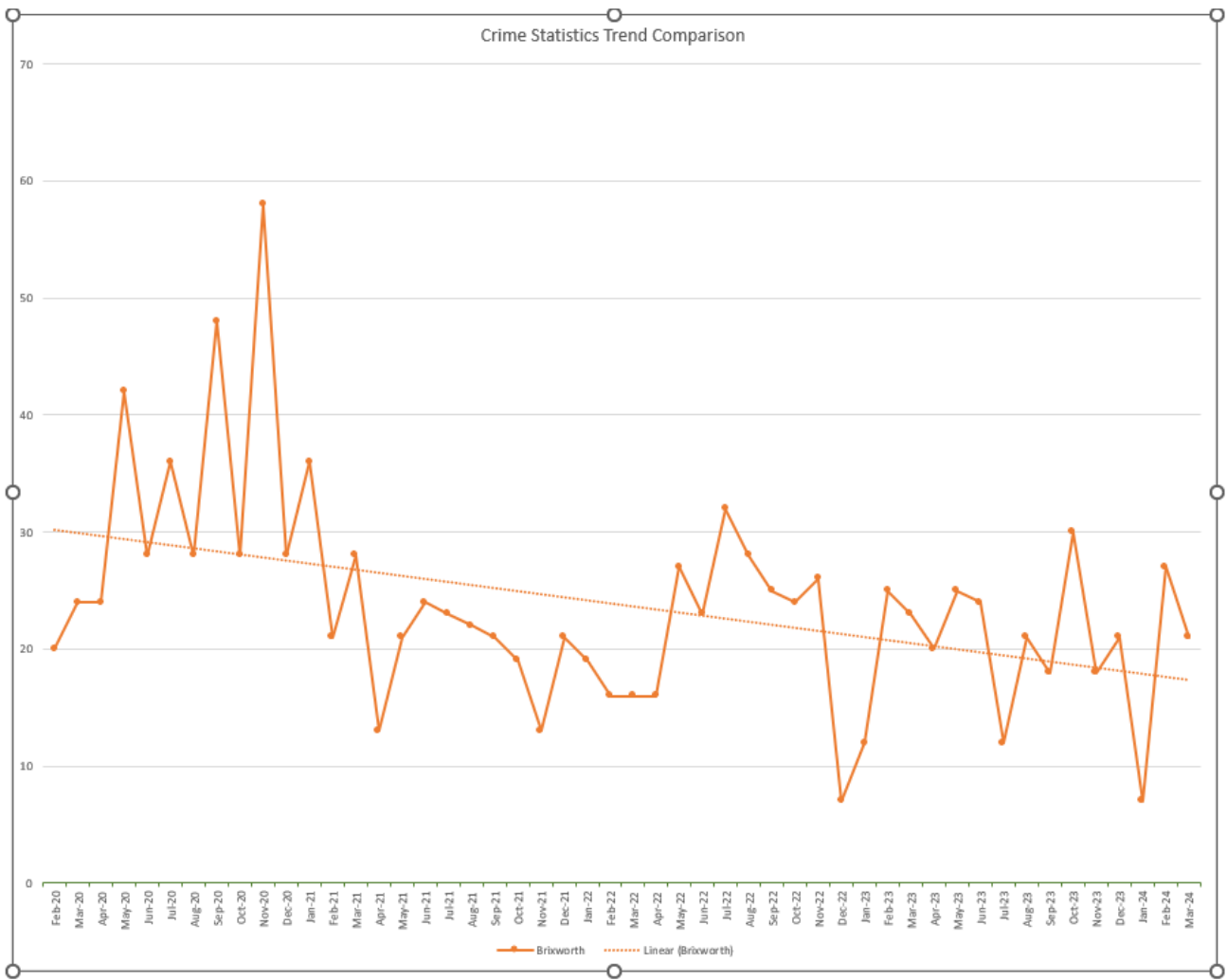
All Crimes (107) ▾

March 2024 ▾

[View crime definitions](#)

[Download area crime data](#)

### Crime Statistics Trend Comparison



Prepared by: Gavin Kirkup  
Administrative Assistant



## Brixworth Parish Council

### Parish Clerk's Report – May 2024

---

#### **St David's Planters/Spheres**

These have all been levelled and looking fantastic.

#### **Housing Needs Survey**

The first draft of the Housing Needs Survey has been received and reviewed by the Strategic Planning Working Group and will be forward to council for approval at its Annual Meeting.

#### **Hedgerow Maintenance/Plan**

The contractor has cut back the vegetation on the footpaths leading into the Ashway as they were severely overgrown. The will plan to make the first cut of the year to the boundary hedges in the Autumn and will agree a future plan of action with the Clerk and Cllr Ware in due course.

#### **Policy and Procedure Reviews**

The final phase of the annual review is taking place now with Council due to approve changes and re-adopt documents at the May Annual council meeting. This review will include the adoption of the brand new Model Financial Regulations.

#### **Community Infrastructure Levy**

Further CIL funds will be released to Brixworth Parish Council in the coming weeks at a total of £3,152.50, in relation to Grange Farm, Holcot Road.

#### **Northampton Road Allotments**

The Allotments Working Group held a meeting with the legal team to discuss the next steps. A progress report will be given under Confidential matters at the Annual Council Meeting.

#### **Land to the Rear of the Village Hall**

After liaising with the Co-op, they have confirmed that the contract with the developer still stands, and that the developer has an obligation to meet all areas of said contract. The Clerk has made contact with the developer to try and move things forward and is awaiting a reply.

#### **Youth Club/Provisions**

The Clerk and Chair met with a representative of the charity; Clubs for Young People based in Northampton. It was a fruitful meeting with many ideas discussed and a proposal of what they can offer and help set up in the Brixworth, which will be within the monthly meeting pack for review. In the meantime, please fee free to visit their website using the following link [CYPN - CYPN](#)

#### **Wellbeing Park**

Contact has been made with the Primary School and Moulton College to investigate whether pupils would like to be get involved in helping build raised beds, bird boxes, bat boxes etc for this project.

The old football wall has now been removed and green footways will be mown into the grass after No Mow May.

The resident's survey is near completion and will be issued in due course.

Grant Funding applications are still ongoing.

#### **Churchyard Green Audit**

The Clerk has commenced the green audit and taken over 150 photographs of wildflowers, flora, fauna, and insects. The completed document will be circulated in due course.

#### **External Audit**

The Internal Audit has taken place with a clean bill of health. All year-end accounts have been signed off and approved, with all documentation due to be submitted to the external auditor (PKF LittleJohn) after the Annual Council meeting.

#### **Village Planters**

A project is underway to update, repair, and plant all village planters under the council's remit.

## **Staffing Updates**

The Clerk has completed all staff appraisals with the exception of the Groundsman.

The Cleaner has been given a new action plan and is currently working well towards all goals set.

## **Buttercross/Market Cross Repairs**

The Clerk has commenced the application with Historic England to gain approval for the repair works to be undertaken, as well as the grant funding application with the same.

## **St David's Pitch Remedial Works**

Meetings have been held with two different contractors, one of which works closely with the Football Foundation, to ascertain which remedial works need to be completed. Meetings have been held with the sports clubs' representatives and various contractors to discuss all options and a decision will be made prior to the May meeting.

## **Northampton Road Potholes**

It has been noted that Highways have attended site and sprayed various potholes in this region with yellow paint. A further update is awaited.

## **Quality Council Application**

An application is ready to be submitted to NALC during the next available submission window.

## **Tree Survey**

Pursuant to the Health and Safety at Work Act 1999, responsibility to keep members of the public safe, effective, and appropriate greens maintenance management, and the need for a new tree survey due to the last one being conducted in late 2019, a new tree survey was urgently required. In accordance with Financial Regulations, the Chair and Clerk agreed a quote from a Arboriculturist to conduct a Tree Survey between meetings, to ensure this document is in place to allow for urgent works to be conducted this financial year and for all risks associated with the trees within council's remit to be managed appropriately and in a timely manner. The details of which will be ratified at the annual meeting and a copy of the new survey circulated in due course.

## **Conclusion**

The hard work and long hours have continued throughout May, due to audits and annual processes, however, things should look to calm from June onwards with these matters having been completed.

## **Future Tasks**

- Climate Projects including electrical charging points
- Green Audit - mapping of community assets including all green assets
- Wellbeing Park – Spratton Road (various)
- Living Roof bus stop no. 2
- Village Planters

## **Meetings/Training Attended**

- Larger Councils Forum Meeting (NCLC and WNC).
- Finance Verification
- Allotments Working Group Meetings
- Weekly meetings with the Chair, Cllr Jackie Bird
- Wellbeing Meeting – Cllr Ware and BCAG Representatives
- Staff Appraisals
- Green Audit - Churchyard
- Sports Clubs – pitch maintenance/repairs
- Annual Parish Meeting
- Beekeeper Meeting – All Saints Churchyard
- Clubs for Young People Meeting
- HR Course – first meeting with Tutor





**Brixworth Parish Council**

**Notes**

**Climate Action Group - Working Group**

Tuesday 7 May 2024

5pm - 6pm via Zoom

**Attending:**

Christine Ware (Chair) - CW  
Tony Nixon - TN  
Bob Cotter - BC  
Karin Cotter - KC  
Deidre Daish - DD  
Barbara Lunnon - BL  
Jonathan Harris - JH

**Apologies:**

Ken Nickel - KN  
Peter Duffy - PD  
Ilze Smith - IS

**To receive notes:**

Mike Pickles  
Ann Foley  
Lucy Murphy  
Janet Turner  
Andy Dinnage  
Mr & Mrs Parrott  
Ian Barrett  
Keith Dobell  
Emma Hall  
Sue Brooks  
Nick Davies  
Phillipa Williams  
Sam Raju  
Robin Jones  
Carol Sigley  
Jane Rew  
Louisa Nycz

Josie Flavell - Parish Clerk  
Gav Kirkup - Parish Admin Assistant

With many thanks to everyone for their interest in BCAG - this is designed to be a memory aid for the group rather than 'minutes' of the meeting.

**Parish Biodiversity Policy**

BCAG group to draft in preparation for council meeting in June.

**ACTIONS:**

**BC** to circulate work already done as part of Green Framework  
**TN** to identify key asset areas within the parish



**CW** to draft using framework issued by NCALC.

**ALL:** Extraordinary meeting of BCAG to be held to agree what will be submitted to council.

**CW** to issue a Doodle poll to find suitable date before 14 June 2024.

### **Brixworth Tree Walk 2024**

It is coming up to 3 years since we carried out the Brixworth Tree Walk (November 2021). WNC are due to publish their Tree Policy and it makes sense to update our tree walk actions this year.

**CW** to investigate and circulate to BCAG the WNC Tree Policy as soon as it is available.

**CW** to investigate possibility of including Russell Horsey in the 2024 Tree Walk. Russell has been involved with the development of the WNC Tree Policy and has advised the parish on the chip shop trees in the past.

**CW** to issue a Doodle Poll to investigate possible dates in August or September 2024 for the 2024 Tree Walk.

### **Community Allotments**

Ongoing action regarding the Northampton Road Allotments.

The Allotments Team have allocated a plot for the benefit of the parish (to support the community larder and in line with the concept of the community orchard).

**BC** to investigate best practice for running a community allotment plot.

### **Remembering Brian Webster**

Brian Webster, a long term resident of Brixworth and one of BCAG's supporters has passed away. Brian has been a great supporter of all things environmental for many decades. Brian wrote his Country Eye for the Brixworth Bulletin since 1996 only putting down his pen after the December edition last year. His knowledge and enthusiasm for nature and the environment shone through his writing.

He has been a great encouragement to this group, proving feedback, guidance and a great reading list for CW. He will be missed very much.

The group are considering an appropriate act of remembrance for Brian and will contact Brian's family for their view. - **CW** to contact.

### **AOB:**

#### **Rita the Refill Roadster**

We are delighted to say that Rita the Refill Roadster is now coming to Brixworth twice a month. Tommy will be bringing Rita to the forecourt outside the Community Centre on Spratton Road on the first and third Saturdays of each month between 10am and 12 noon.

Thanks go to Jackie Bird the PC Chair and Josie Flavell the Parish Clerk for their support in making this happen.

**All:** Please go along to say hello to Tommy and check out Rita's stock.

The next visit will be Saturday 18 May 10am - 12 noon.

#### **Spratton Road Wellbeing Park - Just Giving Page**

The Just Giving Page to raise funds to support the development of the Spratton Road Health and Wellbeing Park has been set up.

CW to liaise with Admin Assistant GK to explore publicising this.

CW to liaise with Parish Clerk to explore fund raising opportunities with local businesses.

**Date of Next **SCHEDULED BCAG: TUESDAY 2 July 5pm via Zoom.****

**Please note** there **will** be an **extraordinary** meeting called before this date to review the Biodiversity Policy - date dependant on results of Doodle Poll.

**Brixworth Parish Council****DRAFT Minutes of the Brixworth Planning Committee Meeting**Monday 20<sup>th</sup> May 2024 at 7.30pm

Community Centre &amp; Library, Spratton Road, Brixworth NN6 9DS

<b>In attendance:</b>	Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Barbara Lunnon, Councillor Gary Spratt & Councillor Christine Ware
<b>Absent:</b>	Councillor James Collyer, Councillor Ian Barratt
<b>Clerical Support:</b>	Gavin Kirkup
<b>Members of Public:</b>	0

**PART ONE – OPENING PROCEDURES**

<b>24/022</b>	<b>Welcome by Chairman</b> Councillor Mitchell welcomed everyone to the Planning Committee meeting and advised attendees of the evacuation procedures and that the meeting was being recorded.	-
<b>24/023</b>	<b>Apologies for absence and acceptance of apologies for absence</b> There were no apologies received to consider.	
<b>24/024</b>	<b>Declarations of Interest</b> a) There were no declarations of any disclosable pecuniary or other interests reported. b) There were no dispensations or written requests for dispensation of DPI to consider.	
<b>24/025</b>	<b>Agree and Sign the Minutes of Previous Meeting</b> All present <b>RESOLVED</b> to the Chairman, Cllr Mitchell, approving the Planning Committee Meeting Minutes of 29th April 2024 as a true and accurate record. Prop. Cllr. Mitchell. Sec Cllr. Peacock. Unanimous.	<b>Paper A</b>
<b>24/026</b>	<b>Public Open Forum Session</b> There were no members of the public present.	-

**PART TWO – FOR DECISION**

	Ref Number	Application Description	Location
<b>24/027</b>	<a href="#"><u>2024/2069/FULL</u></a>	Replacement roof to main dwelling.	Cedars Farm Silver Street Brixworth NN6 9BY
The Planning Committee <b>RESOLVED</b> to <b>SUPPORT</b> this application with comments. We would ask that the applicant should use their best endeavours to re-use as much of the existing material as practically possible. Where this is not possible, suitable replacement composite materials of a similar colour, texture and size to be sourced to complete the project.			

**Members of Brixworth Parish Council - Planning Committee**

Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt,  
Councillor James Collyer, Councillor Barbara Lunnon,  
Councillor Gary Spratt and Councillor Christine Ware.

Initialled:



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Prop. Cllr. Mitchell. Sec. Cllr. Lunnon. Unanimous.

	Ref Number	Application Description	Location
24/028	<a href="#">2024/2062/LDP</a>	Lawful development certificate (proposed) for single storey flat roofed extension	49 Shelleycotes Road Brixworth NN6 9NE

The Planning Committee **RESOLVED** to **COMMENT** on this LDP application. This application is within the responsibility of WNC to ascertain if the proposal complies with paragraph 191 and 192 of the Town and Planning act and issue a lawful development certificate as they see fit.

Prop. Cllr. Mitchell. Sec. Cllr Ware. Unanimous.

### PART THREE – FOR INFORMATION

24/029	<p><b>Any other business</b> – Housing needs survey. A meeting was held with Samantha Bosworth (WNC). The initial report findings appear to be double accountive. The ‘want’ and ‘need’ had been included in the same way and has therefore been requested to be reworked to represent the data more accurately against the need for more housing. Generally, the Strategic Planning Group was quite confused as to what the report was trying to detail. SB was receptive to the comments raised and second draft will be drawn up.</p> <p>The WNC Draft Local Plan has been circulated from the Strategic Planning Committee. Constructive comments have been arrived at and have been further circulated for consideration at the next Full Council meeting. Comments need to be in to WNC by the 2<sup>nd</sup> of June 2024. A reminder was given that individuals may also submit comments to WNC.</p>
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### PART FOUR – CLOSING PROCEDURES

24/0230	<p><b>Next Ordinary Meeting</b></p> <ol style="list-style-type: none"> <li>Next agenda - there were no items reported.</li> <li>All present NOTED the date of the next Planning Committee Meeting on Monday 10<sup>th</sup> June 2024.</li> </ol>
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In the absence of further business, the meeting was closed in full at 19:48pm.

**Signed as a true and accurate record:**

.....  
Cllr Tom Mitchell - Chairman  
Brixworth Parish Council

Date: 10<sup>th</sup> June 2024

**Minutes Prepared By:**

Gavin Kirkup  
Administrative Assistant  
Brixworth Parish Council

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Web: [www.brixworthparishcouncil.gov.uk](http://www.brixworthparishcouncil.gov.uk)

**Members of Brixworth Parish Council - Planning Committee**

Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt,  
Councillor James Collyer, Councillor Barbara Lunnon,  
Councillor Gary Spratt and Councillor Christine Ware.

**Initialed:**



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**Brixworth Parish Council**  
Report to: Council 22/05/2024

**Summary:** Allotments Match Funding Loan Application

**Attachments:** PWLB Loan Figures

**1.0 REPORT**

This report contains details in relation to applying for a loan from the Government to cover the cost of the 20% matching funding required, thus allowing council to apply to the Community Ownership Fund (COF), to secure funds for the purchase of the allotments land at Northampton Road.

Without the 20% match funding, the COF application will be unsuccessful.

**2.0 BACKGROUND**

As previously reported, the Government (The Department of Levelling Up, Housing and Communities) Community Ownership Fund requires 20% match funding. As time is of the essence, due to the final window for application to the fund now having opened, and the impending Notice to Vacate site deadline, a swift decision needs to be made as to how the 20% will be funded. Clearly, the amount of funds required to meet the 20%, cannot be generated any other way other than borrowing via a governmental loan.

**3.0 PROPOSAL**

- To apply to the Secretary of State for a Public Works Loan Board loan for the funds required to cover the 20% matching funding element of the COF application to a total sum of £38k – see loan repayment information detailed in Appendix A.
- To look at utilising General Reserves where needed should further funding be required. Current General Reserves stand at £81k.

**4.0 FINANCIAL INFORMATION**

- Please see appendix A of this report for the current loan repayment options and interest rates.
- Please note that if this option is approved, the first repayment will need to be borne out of General Reserves, of which there are sufficient funds.
- All subsequent payments will then be met by the precept from April 2025 onwards. The repayment amounts will also need to be budgeted annually for the duration of the loan repayment period.
- Currently, there is a GoFundMe page and any donations received will be ring-fenced to help finance the loan repayments and/or other fees, e.g. legal and professional fees associated with this project.

**5.0 CONCLUSION / RECOMMENDATION**

- a) The Clerk/RFO and Cllr Nixon recommend that council agrees to an application being submitted to the Secretary of State for a PWLB loan for the 20% match funding, due to the timescales involved, so funds are secured to allow for the COF application to be completed to gain a grant to purchase the allotment's land.
- b) The Clerk/RFO and Cllr Nixon recommends council to apply for a loan of £38k to cover the 20% required.
- c) Council is recommended to decide the repayment period from the details within Appendix A and to also agree the loan type i.e. annuity or EIP (equal instalments of principal).



d) Council is recommended to give the Clerk, Cllr Nixon, and Cllr Aisbett delegated powers of authority to complete all necessary documentation and to gain authorisation of such, between meetings, with all items to be ratified at the next available council meeting.

<b>Implications:</b>		
Council Objectives:	To apply for a Public Works Loan Board Loan to facilitate the COF application.	-
Resource Requirements:	Officer/Councillors	-
Do we have the resource available?	Yes	Y
Equalities & Human Rights	Are there equalities and /or human rights issues?	N
Equalities Impact Assessment	Is an impact assessment is required?	N
Crime and Disorder	Has crime and disorder have been considered?	N/A
Biodiversity	Are there any bio-diversity implications?	N/A
Financial	Are there financial implications at this stage?	Y
	Will there be financial implications?	Y
	Is there provision within the budget?	General Reserves
	Could there be additional expenditure?	Y
	Is there potential for income generation. A small amount annually from allotment holders' rental income.	Y
Legal	Do we have power, to act?	Y
	Levelling-Up and Regeneration Act 2023 Local Government Act 1908 s25	Y
Risk Management	Not applicable at this stage.	N
Risk Assessment	Not required at this stage.	N
Project Management	Project Managed by the Clerk and Working Group.	Y
<b>Person originating this report:</b> Parish Clerk – Josie Flavell		
<b>Date:</b> 22/05/2024		



# APPENDIX A

## PWLB FIXED RATE LOANS ESTIMATED REPAYMENT COSTS

Amount of Advance: 0

Period (years)	Annuity			EIP			
	Rate %	½ Yearly Cost (£)	Total Cost (£)	Rate %	Initial ½ Yearly Costs (£)	Reduces by each ½ year (£)	Total Cost (£)
1 year	-	0.00	0.00	-	0.00	0.00	0.00
Over 1 not over 1½	-	0.00	0.00	-	0.00	0.00	0.00
Over 1½ not over 2	5.70	0.00	0.00	5.70	0.00	0.00	0.00
Over 2 not over 2½	5.65	0.00	0.00	5.65	0.00	0.00	0.00
Over 2½ not over 3	5.60	0.00	0.00	5.60	0.00	0.00	0.00
Over 3 not over 3½	5.55	0.00	0.00	5.56	0.00	0.00	0.00
Over 3½ not over 4	5.50	0.00	0.00	5.51	0.00	0.00	0.00
Over 4 not over 4½	5.46	0.00	0.00	5.47	0.00	0.00	0.00
Over 4½ not over 5	5.41	0.00	0.00	5.43	0.00	0.00	0.00
Over 5 not over 5½	5.37	0.00	0.00	5.39	0.00	0.00	0.00
Over 5½ not over 6	5.34	0.00	0.00	5.35	0.00	0.00	0.00
Over 6 not over 6½	5.30	0.00	0.00	5.32	0.00	0.00	0.00
Over 6½ not over 7	5.27	0.00	0.00	5.28	0.00	0.00	0.00
Over 7 not over 7½	5.24	0.00	0.00	5.26	0.00	0.00	0.00
Over 7½ not over 8	5.21	0.00	0.00	5.23	0.00	0.00	0.00
Over 8 not over 8½	5.19	0.00	0.00	5.21	0.00	0.00	0.00
Over 8½ not over 9	5.17	0.00	0.00	5.19	0.00	0.00	0.00
Over 9 not over 9½	5.15	0.00	0.00	5.17	0.00	0.00	0.00
Over 9½ not over 10	5.14	0.00	0.00	5.15	0.00	0.00	0.00
Over 10 not over 10½	5.13	0.00	0.00	5.14	0.00	0.00	0.00
Over 10½ not over 11	5.12	0.00	0.00	5.13	0.00	0.00	0.00
Over 11 not over 11½	5.12	0.00	0.00	5.12	0.00	0.00	0.00
Over 11½ not over 12	5.11	0.00	0.00	5.12	0.00	0.00	0.00
Over 12 not over 12½	5.11	0.00	0.00	5.11	0.00	0.00	0.00
Over 12½ not over 13	5.12	0.00	0.00	5.11	0.00	0.00	0.00
Over 13 not over 13½	5.12	0.00	0.00	5.11	0.00	0.00	0.00
Over 13½ not over 14	5.13	0.00	0.00	5.12	0.00	0.00	0.00
Over 14 not over 14½	5.14	0.00	0.00	5.12	0.00	0.00	0.00
Over 14½ not over 15	5.15	0.00	0.00	5.13	0.00	0.00	0.00
Over 15 not over 15½	5.17	0.00	0.00	5.13	0.00	0.00	0.00
Over 15½ not over 16	5.18	0.00	0.00	5.14	0.00	0.00	0.00
Over 16 not over 16½	5.19	0.00	0.00	5.15	0.00	0.00	0.00
Over 16½ not over 17	5.21	0.00	0.00	5.16	0.00	0.00	0.00
Over 17 not over 17½	5.22	0.00	0.00	5.17	0.00	0.00	0.00
Over 17½ not over 18	5.24	0.00	0.00	5.18	0.00	0.00	0.00
Over 18 not over 18½	5.26	0.00	0.00	5.20	0.00	0.00	0.00
Over 18½ not over 19	5.28	0.00	0.00	5.21	0.00	0.00	0.00

Period  (years)	Annuity			EIP			
	Rate %	½ Yearly Cost (£)	Total Cost (£)	Rate %	Initial ½ Yearly Costs (£)	Reduces by each ½ year (£)	Total Cost (£)
Over 19 not over 19½	5.29	0.00	0.00	5.22	0.00	0.00	0.00
Over 19½ not over 20	5.31	0.00	0.00	5.24	0.00	0.00	0.00
Over 20 not over 20½	5.33	0.00	0.00	5.25	0.00	0.00	0.00
Over 20½ not over 21	5.35	0.00	0.00	5.26	0.00	0.00	0.00
Over 21 not over 21½	5.36	0.00	0.00	5.28	0.00	0.00	0.00
Over 21½ not over 22	5.38	0.00	0.00	5.29	0.00	0.00	0.00
Over 22 not over 22½	5.40	0.00	0.00	5.30	0.00	0.00	0.00
Over 22½ not over 23	5.42	0.00	0.00	5.32	0.00	0.00	0.00
Over 23 not over 23½	5.43	0.00	0.00	5.33	0.00	0.00	0.00
Over 23½ not over 24	5.45	0.00	0.00	5.34	0.00	0.00	0.00
Over 24 not over 24½	5.46	0.00	0.00	5.36	0.00	0.00	0.00
Over 24½ not over 25	5.48	0.00	0.00	5.37	0.00	0.00	0.00
Over 25 not over 25½	5.49	0.00	0.00	5.38	0.00	0.00	0.00
Over 25½ not over 26	5.51	0.00	0.00	5.40	0.00	0.00	0.00
Over 26 not over 26½	5.52	0.00	0.00	5.41	0.00	0.00	0.00
Over 26½ not over 27	5.53	0.00	0.00	5.42	0.00	0.00	0.00
Over 27 not over 27½	5.54	0.00	0.00	5.43	0.00	0.00	0.00
Over 27½ not over 28	5.55	0.00	0.00	5.44	0.00	0.00	0.00
Over 28 not over 28½	5.56	0.00	0.00	5.46	0.00	0.00	0.00
Over 28½ not over 29	5.57	0.00	0.00	5.47	0.00	0.00	0.00
Over 29 not over 29½	5.58	0.00	0.00	5.48	0.00	0.00	0.00
Over 29½ not over 30	5.59	0.00	0.00	5.49	0.00	0.00	0.00
Over 30 not over 30½	5.60	0.00	0.00	5.50	0.00	0.00	0.00
Over 30½ not over 31	5.61	0.00	0.00	5.51	0.00	0.00	0.00
Over 31 not over 31½	5.61	0.00	0.00	5.52	0.00	0.00	0.00
Over 31½ not over 32	5.62	0.00	0.00	5.53	0.00	0.00	0.00
Over 32 not over 32½	5.62	0.00	0.00	5.53	0.00	0.00	0.00
Over 32½ not over 33	5.63	0.00	0.00	5.54	0.00	0.00	0.00
Over 33 not over 33½	5.63	0.00	0.00	5.55	0.00	0.00	0.00
Over 33½ not over 34	5.64	0.00	0.00	5.56	0.00	0.00	0.00
Over 34 not over 34½	5.64	0.00	0.00	5.57	0.00	0.00	0.00
Over 34½ not over 35	5.64	0.00	0.00	5.57	0.00	0.00	0.00
Over 35 not over 35½	5.65	0.00	0.00	5.58	0.00	0.00	0.00
Over 35½ not over 36	5.65	0.00	0.00	5.58	0.00	0.00	0.00
Over 36 not over 36½	5.65	0.00	0.00	5.59	0.00	0.00	0.00
Over 36½ not over 37	5.65	0.00	0.00	5.60	0.00	0.00	0.00
Over 37 not over 37½	5.66	0.00	0.00	5.60	0.00	0.00	0.00
Over 37½ not over 38	5.66	0.00	0.00	5.61	0.00	0.00	0.00
Over 38 not over 38½	5.66	0.00	0.00	5.61	0.00	0.00	0.00
Over 38½ not over 39	5.66	0.00	0.00	5.61	0.00	0.00	0.00
Over 39 not over 39½	5.66	0.00	0.00	5.62	0.00	0.00	0.00
Over 39½ not over 40	5.66	0.00	0.00	5.62	0.00	0.00	0.00
Over 40 not over 40½	5.66	0.00	0.00	5.63	0.00	0.00	0.00
Over 40½ not over 41	5.66	0.00	0.00	5.63	0.00	0.00	0.00
Over 41 not over 41½	5.66	0.00	0.00	5.63	0.00	0.00	0.00



Period  (years)	Annuity			EIP			
	Rate %	½ Yearly Cost (£)	Total Cost (£)	Rate %	Initial ½ Yearly Costs (£)	Reduces by each ½ year (£)	Total Cost (£)
Over 41½ not over 42	5.66	0.00	0.00	5.64	0.00	0.00	0.00
Over 42 not over 42½	5.66	0.00	0.00	5.64	0.00	0.00	0.00
Over 42½ not over 43	5.66	0.00	0.00	5.64	0.00	0.00	0.00
Over 43 not over 43½	5.65	0.00	0.00	5.64	0.00	0.00	0.00
Over 43½ not over 44	5.65	0.00	0.00	5.65	0.00	0.00	0.00
Over 44 not over 44½	5.65	0.00	0.00	5.65	0.00	0.00	0.00
Over 44½ not over 45	5.65	0.00	0.00	5.65	0.00	0.00	0.00
Over 45 not over 45½	5.65	0.00	0.00	5.65	0.00	0.00	0.00
Over 45½ not over 46	5.65	0.00	0.00	5.65	0.00	0.00	0.00
Over 46 not over 46½	5.64	0.00	0.00	5.65	0.00	0.00	0.00
Over 46½ not over 47	5.64	0.00	0.00	5.65	0.00	0.00	0.00
Over 47 not over 47½	5.64	0.00	0.00	5.65	0.00	0.00	0.00
Over 47½ not over 48	5.64	0.00	0.00	5.66	0.00	0.00	0.00
Over 48 not over 48½	5.63	0.00	0.00	5.66	0.00	0.00	0.00
Over 48½ not over 49	5.63	0.00	0.00	5.66	0.00	0.00	0.00
Over 49 not over 49½	5.63	0.00	0.00	5.66	0.00	0.00	0.00
Over 49½ not over 50	5.62	0.00	0.00	5.66	0.00	0.00	0.00

**Note:** 1. If a borrower wishes to make a premature repayment of a loan, either in whole or in part, it should contact the Board giving full details beforehand. The Board will usually agree to accept this request but it should be noted that a premium will be payable when the interest rate on the loan to be repaid is higher than the current rate applying to the premature repayment of a loan repayable by the same method and over the same period as that remaining on the loan which it is proposed to repay. When the interest rate on the loan to be repaid is lower than the current rate applying to the premature repayment, a discount will be allowed.