

Sandy Town Council

To: Cllrs P N Aldis, P Blaine, S Doyle, A Gibson, J Hewitt, A M Hill, W Jackson, T Knagg, R Lock, C Osborne, M Pettitt, M Scott, P Sharman, S Sutton and N Thompson

You are hereby summoned to attend a meeting of Sandy Town Council to be held online on Monday 29 June 2020 at 7.00pm for the purpose of transacting the items of business below.



Chris Robson
Town Clerk
10 Cambridge Road
Sandy
SG19 1JE
01767 681491
23rd June 2020

Notes:

- (1) Due to the current Covid-19 Coronavirus situation, the Town Council will meet virtually via Zoom (<https://zoom.us/>) as permitted in The Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020 ("the 2020 Regulations").
- (2) Any Member of the public wishing to join the meeting is asked to contact the Clerk beforehand at **clerk@sandytowncouncil.gov.uk** to ascertain the Meeting ID and Password. Members of the public wishing to address the Council during the public participation part of the formal meeting must make the Chairman aware of their intention before the meeting starts.

A G E N D A

Before the start of the meeting a one minute silence will be held following the sad passing of Cllr. Mrs Fiona Chapman the former Chairman of Central Bedfordshire Council. Cllr. Chapman spent much of her life serving the local community, having previously held office as High Sheriff, and had been a Deputy Lieutenant of Bedfordshire since 2003.

1 Apologies for Absence

To receive any apologies for absence.

2 Declarations of interest and requests for dispensations

Under the Localism Act 2011 members of Council are not required to make oral declarations of interest at meetings but may not participate in discussion or voting on any items of business in which they have a Declarable Pecuniary Interest (DPI) and under Sandy Town Council's Standing Orders must leave the room for the duration of all discussion on such items. (All members' register of interests are available on the Sandy Town Council website or on application to the Clerk.)

Sandy Town Council

*This item is included on the agenda to enable members to declare new DPIs and also **those who wish to do so** may draw attention to their stated DPIs and also any non-declarable personal interests which they have declared under Sandy Town Council's adopted Code of Conduct and which may be relevant to items on the agenda.*

- i) Disclosable Pecuniary Interests*
- ii) Non Pecuniary Interests*
- iii) Dispensations*

3 Public Participation Session

To receive questions and representations from members of the public. Members must raise their hand to indicate they wish to speak and the Chairman will advise them when it is time to do so.

4 Minutes of previous Town Council meetings

To receive the Minutes of the meeting of Sandy Town Council held at 7.30pm on Monday 2 March 2020 and to approve them as a correct record of proceedings.

5 Minutes of committees and recommendations therein

To receive and note the minutes of the meetings of the following committees and sub-committees and (if applicable) to approve recommendations therein which do not arise elsewhere.

- i) Community, Services and Environment Committee held on 9 March 2020
- ii) Development Scrutiny Committee held on 9 March 2020
- iii) Policy, Finance and Resources Committee held on 23 March 2020

6 Reports from Central Bedfordshire Councillors

To receive verbal reports from Central Bedfordshire Councillors.

7 Annual Meeting of Council

Part 2 Regulation 4 of the above referred '2020 Regulations' permit the Council to hold any meeting at such an hour and on such days and to alter the frequency, move or cancel meetings as they may determine. Any appointments that would normally be made at an annual meeting of the council, i.e election of Mayor and Committee Chairmen, may be deferred and roles continue until the next annual meeting of the authority (May 2021) unless the council decides to elect an earlier meeting.

Sandy Town Council

To consider whether to hold the next Annual Town Council Meeting in May 2021, with the positions of Mayor, Deputy Mayor, committee membership, Chairmanship and representatives on outside bodies remaining unchanged, or to hold the meeting at an earlier time virtually or at a date when the Council can meet in person.

8 Planning Applications

To consider the following applications:

09.06.20	CB/20/01789/FULL 16 Osprey Close Sandy SG19 2TW	Proposed extension to the existing single garage forming part of a garage block
09.06.20	CB/20/01560/FULL 7 Cherrycroft Sandy SG19 1BD	Front ground extension with new pitched roof

9 2019-20 Annual Governance Statement (Section 1)

- i) To receive and note the internal auditors year-end report, together with the completed Annual Internal Audit Report 2019-20 of the Annual Governance & Accountability Return Part 3. Appendix I
- ii) To confirm and approve the statements on the Annual Governance Statement (Section 1) of the 2019-20 Annual Governance and Accountability Return Part 3. The Clerk, being Responsible Finance Officer, and the Chairman are to sign once approved by Council. Appendix II

10 2019-20 Accounting Statement (Section 2)

- i) To receive and approve the year-end accounts for 2019/20. Appendix III
- ii) To confirm and approve the Accounting Statement (Section 2) of the 2019-2020 Annual Governance & Accountability Return Part 3. The Clerk as Responsible Finance Officer has signed to certify that this Accounting Statement fairly represents the financial position of the Council. Once approved by council, the Chairman is to sign this section. Appendix IV

11 Financial Reports

- i) To consider a balance sheet and detailed financial report showing income and expenditure against the revenue budget for April 2020. Appendix V
- ii) To receive a budget overview report. Appendix VI

Sandy Town Council

iii) To approve a schedule of payments made since previous meeting. Appendix VII

iv) The Chair to approve bank reconciliations and statements.

12 Grant Application

To receive and consider a grant application from the Need Project. Appendix VIII

13 Outdoor Sports Section 106 Application

To consider supporting a request to section 106 funding for the purchase of some equipment required by the Sandy Cricket Club. Appendix IX

14 Lease Renewal

i) To receive and approve the signing of a renewed lease with the SSLA for the land on which the All-weather pitch is located. Appendix X

ii) To receive and approve the signing of a renewed lease with the Reserve Forces & Cadets Association For East Anglia for the Sandy Army Cadets HQ. Appendix XI

15 Outdoor Gym Equipment

To receive and consider a report and recommendation on a preferred contractor for the supply and installation of outdoor gym equipment. Appendix XII

16 Electric Car Charging Points

To approve the proposed location of electric charging points in the Council's car park. Appendix XIII

17 Consultations

To consider the LGA's consultation on a new model Code of Conduct. Appendix XIV

18 Reports from Councillors on Outside Bodies

To receive a verbal update from Cllr A. Gibson on the work of Sandy – In it Together (SAIT)

19 News Release

20 Chairman's Items

21 Date of Next Full Council Meeting: 17th August 2020



SANDY TOWN COUNCIL INTERNAL AUDIT REPORT YEAR ENDING 31/03/2020

The final internal audit was carried out on 1st May remotely at the internal auditor's premises.

Work Done

Bank Reconciliations

The year end bank reconciliations were reviewed and agreed to ensure that they had been prepared correctly. In addition, the reconciliation file was reviewed to ensure completeness as per the interim internal audit report. Cheque book & paying-in book cut off was confirmed to ensure that all transactions were entered in the correct accounting period.

Trade Debtors & Creditors

Trade debtor and creditor balances were reviewed for reasonableness and to ensure that there were no outstanding balances that require doubtful debt provisions.

Review of VAT returns

VAT returns for the year were reviewed and the closing balance was reconciled to the financial statements.

Accruals

Accruals were reviewed and compared to the previous year to ensure they are reasonable.

Accounting for Income & Expenditure

Sample testing of the Council's income and expenditure was carried out during the first internal audit visit. Results of this testing were satisfactory and no further testing of this area was considered necessary during this visit.

Review of Risk Assessment

The Council's risk assessment was reviewed to ensure that significant risks have been identified and that adequate arrangements and controls are in place to minimise these risks.

Fixed Asset Register

The fixed asset register was reviewed to ensure that it was complete, accurate and properly maintained.

Insurance

The insurance policies and schedules were reviewed to ensure that cover was sufficient.

Meeting Minutes

Minutes of the Council meetings were reviewed to ensure that expenditure was approved and monitored and that decisions regarding the Council's finances were documented.

Review of Accounts

A review of the accounts was required to ensure that they had been correctly prepared and to ensure agreement to the underlying accounting records.

Results

Bank Reconciliations

All year end bank reconciliations were reviewed and appeared to be correctly prepared.

The unrepresented payments were tested at the yearend date. The total population was tested (100%) although the majority of the balances were still outstanding. The bulk of the balance uncleaned was made up of the two cheques (£1,000 – Bedfordshire Fire & Rescue & £4,283.46 – Bedfordshire Rural Communities).

We can conclude that the amount recorded in the accounts for cash in hand does not reflect the value (£350.00) shown on the financial statements. A cash sheet is recorded on a monthly basis and reimbursed through the bank account. The nominal value on the accounts does not get amended to reflect the true value left over each month. Auditor has stated that this is not an issue, it's purely for presentation purposes and as a review perspective when completing the audit. Clerk has asked the accountant to update the software each month to reflect true value left over each month.

Trade Debtors & Creditors

There were no trade debtors outstanding at the yearend date. The trade creditor balance totalled £37,859.23 and were deemed to be accurate and complete from errors.

We can conclude that the amounts recorded in the accounts for debtors and creditors are reasonable and reflect the underlying books & records of the Council.

VAT

The closing VAT balance was checked to VAT returns and a VAT control completed. The Council receives repayment of VAT as there is only a small amount of taxable supplies made. The majority of the Council's supplies are zero rated. There was no VAT visit during the year.

We can conclude that the amount recorded in the accounts as VAT debtor is reasonable and reflects the underlying books & records of the Council.

Accruals

Accruals were reviewed and noted to be comparable with the prior year. Accruals reviewed for reasonableness and April invoices reviewed for completeness.

We can conclude that the amount recorded in the accounts for accruals is reasonable and reflects the underlying books & records of the Council.

Risk Assessment

The current risk assessment identifies the individual risks faced by the organisation, the threat levels of these risks and the controls that have been put in place. The risk assessment is produced by Chris Robson, the Town Clerk.

It was noted that the risk assessment was received, reviewed and adopted by the Town Council on 17th February 2020.

We can therefore conclude that the Council has assessed the significant risks to achieving its objectives and that adequate control procedures are in place to mitigate these risks.

Fixed Assets

The Council keeps a fixed asset register and this has been maintained on a regular basis during the year. All additions have been recorded in the year. As with most Councils, the register is maintained at cost price.

We can therefore conclude that the amount recorded in the accounts as fixed assets reflects the original cost of assets purchased.

Insurance

Two separate policies are held, one for the fleet (ERS) and one to cover buildings, contents, public liability, employers liability etc (Aviva). The Council considers the insurance adequate for their needs.

We conclude that the Council has assessed the insurance requirements and adequate controls are in place to ensure the cover is sufficient.

Meeting Minutes

The Council meets regularly & follows regular agenda items including Council finance. Council expenditure is approved on a monthly basis and accounts are reviewed and approved by the Council. The budget is also reviewed monthly. Meeting notes are numbered using a stamp system and initialled each month. We can conclude that a complete and accurate record of all the Council meetings is being prepared by the Council.



Review of Accounts & Budgetary Process

The accounts of the Council and the figures prepared for disclosure on the Annual Return were agreed to the underlying records. The accounts show a general reserve balance of £234,042, a reduction of £50,001 from 2019 (£284,043).

The accounts function has been outsourced to DCK Beavers and the year end accounts have been prepared by them. The Omega system generates the annual return and supporting workings, which were agreed to the financial statements that will be made available for viewing by the public.

The Council regularly reviews performance during the year and monitors this against the Council's budgets.

The budget for 2020/21 has been prepared and agreed by the Council. The precept applied for amounts to £597,768 (2019: £580,648). This is to cover increases in budget costs and ongoing projects.

Conclusion

In our opinion, books and records are being kept in order. Appropriate risk assessment procedures and internal controls are in place and these are being adhered to by the Council.

Haines Watts

R Hammond - Partner
Haines Watts
First Floor, Woburn Court
2 Railton Road
Woburn Road Industrial Estate
Kempston
Bedford
MK42 7PN

Date *17TH June 2020.*

Annual Internal Audit Report 2019/20

SANDY TOWN COUNCIL

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

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

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

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

Date(s) internal audit undertaken

Name of person who carried out the internal audit

15th May 2020

Haines Watts. External Auditor

Signature of person who carried out the internal audit

Haines Watts

Date

17/06/20.

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

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

AGENDA ITEM 9

Section 1 – Annual Governance Statement 2019/20

We acknowledge as the members of:

E SANDY TOWN COUNCIL

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

	Agreed		
	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
	✓		

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

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

DD/MM/YY

and recorded as minute reference:

MINUTE REFERENCE

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

Chairman

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

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

Authority web address

WWW.SANDYTOWNCOUNCIL.GOV.UK WEBSITE ADDRESS

Sandy Town Council

Unaudited Financial Statements

For the year ended 31 March 2020

Sandy Town Council

Table of Contents

31 March 2020

	Page
Table of Contents.....	2
Council Information.....	3
Statement of Accounting Policies.....	4
Income and Expenditure Account.....	6
Balance Sheet.....	7
Notes to the Accounts.....	8
1 Interest and Investment Income.....	8
2 Agency Work.....	8
3 General Power of Competence.....	8
4 S.137 Expenditure.....	8
5 Publicity.....	8
6 Tenancies.....	9
7 Pensions.....	9
8 Fixed Assets.....	9
9 Fixed Assets - Additions and Disposals.....	11
10 Debtors.....	11
11 Creditors and Accrued Expenses.....	11
12 Hire Purchase and Lease Obligations.....	11
13 Loans.....	12
14 Usable Capital Receipts Reserve.....	12
15 Earmarked Reserves.....	12
16 Capital Commitments.....	12
17 Contingent Liabilities.....	12

Sandy Town Council

Council Information

31 March 2020

(Information current at 22nd June 2020)

Chairperson

Cllr M. Scott

Councillors

Cllr M. Pettitt (Deputy Mayor)

Cllr P. N. Aldis

Cllr P. Blaine

Cllr S. Doyle

Cllr A Gibson

Cllr J. Hewitt

Cllr A. M. Hill

Cllr A. W. Jackson

Cllr T Knagg

Cllr R. Lock

Cllr C. Osborne MBE JP

Cllr P. Sharman

Cllr S Sutton

Cllr N. Thompson

Town Clerk

Chris Robson

Auditors

Mazars LLP

Salvus House

Aykley Heads

Durham

DH1 5TS

Internal Auditors

Haines Watts

Woburn Court

2 Railton Road

Kempston

Bedford

MK42 7PN

Sandy Town Council
Statement of Accounting Policies
31 March 2020

Auditors

The name and address of the External Auditors is provided for information only.

These Statements are not subject to audit and the External Auditors have no responsibility for them.

Accounting Convention

The accounts have been prepared in accordance with the Accounting Guidance Notes for Local Councils (the Guide) issued by The Chartered Institute of Public Finance and Accountancy (CIPFA) as applicable to a medium sized council.

These accounts have been prepared having regard to the fundamental accounting concepts of: Going Concern, Prudence, Accruals, Relevance, Consistency, Reliability, Comparability, Understandability and Materiality.

The accounts have been prepared under the historical cost convention.

Fixed Assets

All expenditure on the acquisition, creation or enhancement of fixed assets is reported in the notes to the accounts, provided that the fixed asset yields benefits to the authority and the services it provides for a period of more than one year. Fixed assets are valued on the basis recommended by CIPFA. The year end values are stated on the following basis:

land, operational properties and other operational assets are reported in notes to the accounts cost (where known) or at insurance values current when first reported as approximating to the lower of net replacement cost and net realisable value at that time (previous years at current insurance values)

all other assets are included at historical cost except that certain community assets are the subject of restrictive covenants as to their use and/or future disposal. Such assets are therefore considered to have no appreciable realisable value and are included at a nominal value only.

Revenue Grants

Revenue grants are credited to income when conditions attached thereto have been fulfilled and/or equivalent expenditure has been incurred. Grants received in respect of which the conditions have not been fulfilled, or expenditure incurred, are carried forward as deferred revenue grants.

Debtors and Creditors

The council reviews the level of its commercial debtors on a regular basis and provisions are made, as required, where the likelihood of amounts proving ultimately collectable is in doubt.

Value Added Tax

Income and Expenditure excludes any amounts related to VAT, as all VAT suffered/collected is recoverable from or payable to HM Revenue and Customs. Any amounts not so recoverable are treated as a separate expense.

External Loan Repayments

The council is not required by the Guide to incorporate external borrowings in its Balance Sheet. Details are shown at note 13.

Sandy Town Council
Statement of Accounting Policies
31 March 2020

Leases

The council is not required by the Guide to incorporate Hire Purchase and/or Finance Lease obligations in its Balance Sheet. Details are shown at note 12.

Reserves

The council maintains certain reserves to meet general and specific future expenditure. The purpose of the council's reserves is explained in notes 14 to 15.

Interest Income

All interest receipts are credited initially to general funds.

Pensions

The pension costs that are charged against precept in the council's accounts, in respect of its employees, are equal to the contributions paid to the funded pension scheme for those employees.

These contributions are determined by the fund's actuary on a triennial basis and are set to meet 100% of the liabilities of the pension fund, in accordance with relevant government regulations.

The next actuarial valuation is due at 31st March 2022 and any change in contribution rates as a result of that valuation will take effect from 1st April 2023.

Sandy Town Council
Income and Expenditure Account
31 March 2020

	Notes	2020 £	2019 £
INCOME			
Precept on Principal Authority		580,198	562,607
Capital Grants and Sale of Assets		62,656	90,433
Interest and Investment Income	1	2,654	3,260
Recreation Grounds and Open Spaces		5,883	5,074
Cemetery		28,172	27,672
Tourist Information		1,099	980
Car Park and Market		1,234	380
Establishment/General Administration		2,025	1,723
Civic and Democratic		310	1,026
Christmas Lights		1,151	1,236
Outside Services		-	737
		685,382	695,128
EXPENDITURE			
Establishment/General Administration		337,306	322,596
Election Expenses		3,708	-
S137 Expenditure	4	-	1,775
Capital Expenditure	9	343,947	220,558
Loan Interest and Capital Repayments		608	608
Operational Expenditure:			
Recreation Grounds and Open Spaces		57,937	54,677
Cemetery		12,957	9,847
Tourist Information		949	415
Public Toilets		3,689	3,430
Car Park and Market		17,726	11,683
Lighting and Street Furniture		19,381	21,988
Civic and Democratic Costs		2,490	5,670
Grants and Donations		5,177	2,216
Christmas Lights		16,665	19,811
CCTV Fees		14,293	14,293
Outside Services		32,541	34,960
		869,374	724,527
General Fund			
Balance at 01 April 2019		284,043	227,396
Add: Total Income		685,382	695,128
		969,425	922,524
Deduct: Total Expenditure		869,374	724,527
		100,051	197,997
Transfer from/(to) Capital Receipts Reserve	14	55,324	(2,320)
Transfer from Earmarked Reserves	15	78,667	88,366
General Reserve Balance at 31 March 2020		234,042	284,043

The notes on pages 8 to 12 form part of these unaudited statements.

Sandy Town Council

Balance Sheet

31 March 2020

	Notes	2020 £	2020 £	2019 £
Current Assets				
Debtors and prepayments	10	21,413		22,355
Cash at bank and in hand		<u>509,046</u>		<u>660,653</u>
		530,459		683,008
Current Liabilities				
Creditors and income in advance	11	<u>(58,163)</u>		<u>(26,720)</u>
Net Current Assets			472,296	656,288
Total Assets Less Current Liabilities			472,296	656,288
Total Assets Less Liabilities			<u>472,296</u>	<u>656,288</u>
Capital and Reserves				
Usable Capital Receipts Reserve	14		-	55,324
Earmarked Reserves	15		238,254	316,921
General Reserve			<u>234,042</u>	<u>284,043</u>
			<u>472,296</u>	<u>656,288</u>

Signed:

Cllr M. Scott
Chairperson

.....

Chris Robson
Responsible Financial Officer

Date:

.....

The notes on pages 8 to 12 form part of these unaudited statements.

Sandy Town Council

Notes to the Accounts

31 March 2020

1 Interest and Investment Income

	2020	2019
	£	£
Interest Income - General Funds	2,654	3,260
	<u>2,654</u>	<u>3,260</u>

2 Agency Work

During the year the Council undertook no agency work on behalf of other authorities.

During the year the Council commissioned no agency work to be performed by other authorities.

3 General Power of Competence

With effect from 13th May 2019 Sandy Town Council acquired the right to exercise the General Power of Competence extended to Town and Parish Councils under the Localism Act 2011 by S.I. 2012 No 965 (The Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012). Therefore, with effect from 13th May 2019 the council no longer exercises the powers conveyed by Section 137 of the Local Government Act 1972 (as amended).

4 S.137 Expenditure

Section 137 of the Local Government Act 1972 (as amended) enabled the council to spend up to the product of £8.12 (year ended 31 March 2019 - £7.86) per head on the electoral roll in any one year for the benefit of people in its area on activities or projects not specifically authorised by other powers.

	2020	2019
	£	£
The total amount of available for this purpose was	-	72,870
Expenditure was incurred for the following purposes:		
The Poppy Appeal	-	560
Keech Hospice Care	-	200
Link-a-Ride Transport	-	200
St Johns Hospice	-	100
Sandy Good Neighbours	-	390
Sandy Secondary School	-	25
Biggles FM	-	300
	<u>-</u>	<u>1,775</u>

It should be noted that grants to bodies such as the Citizens Advice Bureau are made under other specific legal powers and so are not included in the above figures.

5 Publicity

Section 5 of the Local Government Act 1986 requires the council to disclose expenditure on publicity. Details are shown under the following broad categories:

	2020	2019
	£	£
Recruitment Advertising	-	366
Annual Report & Newsletter	2,630	2,856
	<u>2,630</u>	<u>3,222</u>

Sandy Town Council

Notes to the Accounts

31 March 2020

6 Tenancies

During the year the following tenancies were held:

Council as landlord

Tenant	Property	Rent p.a. £	Repairing / Non-Repairing
Sandy Sports & Leisure Association	Land For Artificial Pitch – Sunderland Rd Rec	Peppercorn	N/A
Sandy Football Club	Pitch & Pavilion – Bedford Rd Rec. Ground	495	Repairing
Sandy Village Hall Mgmt C'ttee	Land for Sandy Village Hall	Peppercorn	N/A
Sandy Bowling Club	Bowling Green, Sunderland Road	437	N/A
Reserve Forces and Cadets Ass.	Land for Army Cadet HQ at Berwick Way	190	N/A
Sandy Cricket Club	Cricket Pitch, Sunderland Road	217	N/A
Biggleswade & Hitchin Angling	Angling Rights	652	N/A
Scout Hut	Scout Hut – Sunderland Rd Rec	Peppercorn	N/A

Council as tenant

Landlord	Property	Rent p.a. £	Repairing / Non-Repairing
Everton Estate	Recreation Land	-	Non-Repairing

7 Pensions

For the year of account the council's contributions equal 23.80% of employees' pensionable pay. These contributions will increase to 24.80%, in future years.

8 Fixed Assets

	2020 £ Value	2019 £ Value
At 31 March the following assets were held:		
<u>Freehold Land and Buildings</u>		
Council Offices	215,000	215,000
Car Park & Market Storage Passageway	325,000	325,000
Public Toilets	150,000	150,000
Bedford Rd Recreation Ground and Buildings	240,500	240,500
Sunderland Rd Recreation Ground and Buildings	742,000	742,000
Cemetery incl Chapel and Shed	176,000	176,000
Cemetery Extension (under development)	236,992	108,086
Cemetery Extension Land	19,000	19,000
Scout Hut and ATC HQ Land	4,500	4,500
The Riddy Nature Reserve	63,000	63,000
Stratford Road Depot & Assos Yard	206,577	56,745
	<u>2,378,569</u>	<u>2,099,831</u>

Sandy Town Council

Notes to the Accounts

31 March 2020

8 Fixed Assets (Cont'd)

	2020	2019
	£	£
	Value	Value
<u>Vehicles and Equipment</u>		
John Deere Tractor	18,250	18,250
Rotamec Triple Deck Mower	11,150	11,150
Protea 12 Blade Mower	2,845	2,845
Grounds Maintenance & Depot Equipment	42,424	42,424
Play Equipment	410,659	369,933
Furniture and Equipment	136,252	135,044
Display Cabinets	15,000	15,000
Market Stalls (10) Boards & Covers	3,500	3,500
Market Storage Container	1,600	1,600
Chamber Hearing Loop	1,474	1,474
Gazebos (25)	2,494	2,494
Toyota Van FD07 HGU	8,370	8,370
Toyota Van AK12 WLJ	15,000	15,000
Defibrillator and Cabinet	631	631
Goal Posts	4,605	4,605
Roberine Flail Mower	29,500	29,500
War Memorial Plaque	540	540
Bowls Club Irrigation Pump	1,594	1,594
Beeston Green Defibrillator	660	660
Scoreboard	3,809	-
Depot CCTV	1,466	-
	<hr/> <hr/>	<hr/> <hr/>
	711,823	664,614
<u>Infrastructure Assets</u>		
Street Lighting Columns	127,688	127,688
Noticeboards (11)	8,400	8,400
Car Park Barriers	11,500	11,500
Seats and Benches (84)	32,775	32,775
Bins and other street furniture	1,159	1,159
Anti Climb Fence Panels (50)	1,490	1,490
World War I Board	1,215	1,215
Railings	5,002	5,002
Bedford Road Fencing	2,481	2,481
Flagpole	677	677
	<hr/> <hr/>	<hr/> <hr/>
	192,387	192,387
<u>Community Assets</u>		
Beeston Green	1	1
War Memorial	1	1
Disused Railway Embankment	1	1
Rose Garden	1	1
The Limes play area	1	1
Fallowfield open space and play area	1	1
	<hr/> <hr/>	<hr/> <hr/>
	6	6
	<hr/> <hr/>	<hr/> <hr/>
	3,282,785	2,956,838

The basis of valuation of the above assets is set out in the Statement of Accounting Policies.

In certain instances current insurance values have been used as approximate current replacement cost.

Sandy Town Council

Notes to the Accounts

31 March 2020

9 Fixed Assets - Additions and Disposals

	2020	2019
	£	£
	Cost	Cost
During the year the following assets were purchased:		
Operational Land and Buildings	278,738	126,713
Vehicles and Equipment	65,209	90,687
Infrastructure Assets	-	3,158
Community Assets	-	-
	<u>343,947</u>	<u>220,558</u>

During the year the following assets were disposed of:

	Proceeds	Proceeds
Vehicles and Equipment	-	2,000
	<u>-</u>	<u>2,000</u>

No assets were disposed for proceed during the year.

10 Debtors

	2020	2019
	£	£
Trade Debtors	-	342
VAT Recoverable	19,369	12,598
Prepayments	2,044	2,030
Accrued Interest Income	-	521
Capital Grant Debtors	-	6,864
	<u>21,413</u>	<u>22,355</u>

11 Creditors and Accrued Expenses

	2020	2019
	£	£
Trade Creditors	37,859	22,659
Superannuation Payable	4,709	-
Payroll Taxes and Social Security	3,953	-
Accruals	11,642	4,061
	<u>58,163</u>	<u>26,720</u>

12 Hire Purchase and Lease Obligations

At 31 March the following hire purchase agreement(s) and lease(s) were in operation:

Hire/Lessor	Purpose	Annual Lease/Hire Payable	Year of Expiry
		£	
BNP Paribas	Photocopier (Ended)	2,993	2020
Pitney Bowes	Franking Machine	247	2022
Grenke Leasing	Photocopier (New)	3,062	2023

Sandy Town Council

Notes to the Accounts

31 March 2020

13 Loans

At the close of business on 31 March 2020 the following loans to the council were outstanding:

Lender	Loan Period	Amount £	Years Remaining
Public Works Loan Board	Repayable to 27 th August 2025	1,086	5.5
Public Works Loan Board	Repayable to 27 th February 2028	2,227	8

14 Usable Capital Receipts Reserve

	2020 £	2019 £
Balance at 01 April	55,324	53,004
Capital receipts (asset sales) during the year	-	2,320
<i>Less:</i>		
Capital used to fund expenditure	(55,324)	-
Balance at 31 March	-	55,324

The Usable Capital Receipts Reserve represents capital receipts available to finance capital expenditure in future years.

15 Earmarked Reserves

	Balance at 01/04/2019 £	Contribution to reserve £	Contribution from reserve £	Balance at 31/03/2020 £
Capital Projects Reserves	91,974	162,522	(112,902)	141,594
Asset Renewal Reserves	-	-	-	-
Other Earmarked Reserves	224,947	10,000	(138,287)	96,660
Total Earmarked Reserves	316,921	172,522	(251,189)	238,254

The Capital Projects Reserves are credited with amounts set aside from revenue to part finance specific projects which are part of the council's capital programme.

The Other Earmarked Reserves are credited with amounts set aside from revenue to fund specific known commitments of the council.

The Other Earmarked Reserves at 31 March 2020 are set out in detail at Appendix A.

16 Capital Commitments

The council had no other capital commitments at 31 March 2020 not otherwise provided for in these accounts.

17 Contingent Liabilities

The council is not aware of any contingent liabilities at the date of these accounts.

Section 2 – Accounting Statements 2019/20 for

ESANDY TOWN COUNCIL

	Year ending		Notes and guidance
	31 March 2019 £	31 March 2020 £	
1. Balances brought forward	685,687	656,288	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	562,607	580,198	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	132,521	105,184	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	250,656	263,932	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	608	608	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	473,263	604,834	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	656,288	472,296	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	660,653	509,046	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	2,956,838	3,282,785	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	3,674	3,313	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).
11. (For Local Councils Only) Disclosure note re Trust funds (including charitable)	Yes	No	The Council, as a body corporate, acts as sole trustee for and is responsible for managing Trust funds or assets. N.B. The figures in the accounting statements above do not include any Trust transactions.
	✓		

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

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

SIGNATURE REQUIRED

Date

DD/MM/YY

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

DD/MM/YY

as recorded in minute reference:

MINUTE REFERENCE

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

SIGNATURE REQUIRED

05/06/2020

Sandy Town Council Current Year

Page 1

14:44

Detailed Balance Sheet - Excluding Stock Movement

Month 2 Date 31/05/2020

<u>A/c</u>	<u>Description</u>	<u>Actual</u>	
	<u>Current Assets</u>		
105	VAT Control	2,437	
200	Current Bank A/c	229,112	
201	Clerks Imprest A/c	197	
205	Capital a/c Santander	218,034	
206	Barclays Active Saver	69,072	
208	Public Sector Deposit Fund	205,186	
210	Petty Cash	350	
	Total Current Assets		724,387
	<u>Current Liabilities</u>		
501	Creditors Control	5,320	
515	PAYE/NI Control AC	3,524	
516	Superannuation Due	4,517	
	Total Current Liabilities		13,361
	Net Current Assets		711,026
	Total Assets less Current Liabilities		711,026
	<u>Represented by :-</u>		
300	Current Year Fund	183,393	
310	General Reserve	234,043	
315	Rolling Capital Fund	192,893	
321	Cemetery Development Reserve	23,028	
322	EMR Fallowfield	51,632	
323	EMR Community Funds	7,000	
324	EMR Elections	15,000	
326	EMR SAIT	1,020	
331	S106 FField	2,706	
332	S106 B	311	
	Total Equity		711,026

Summary Income & Expenditure by Budget Heading 31/05/2020

Month No: 2

Cost Centre Report

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
401 Staff	Expenditure	20,749	42,393	304,625	262,232		262,232	13.9%
402 Administration-Office	Income	250	250	1,550	1,300			16.1%
	Expenditure	9,607	13,050	79,130	66,080		66,080	16.5%
	Movement to/(from) Gen Reserve	<u>(9,357)</u>	<u>(12,800)</u>					
403 Administration-Works	Expenditure	3,522	6,442	41,805	35,363		35,363	15.4%
405 Footway Lighting	Expenditure	666	682	15,750	15,068		15,068	4.3%
406 Cemetery & Churchyard	Income	2,557	3,018	25,000	21,982			12.1%
	Expenditure	2,215	2,215	11,000	8,785		8,785	20.1%
	Movement to/(from) Gen Reserve	<u>341</u>	<u>803</u>					
408 Town Centre (Including Market)	Income	0	0	428	428			0.0%
	Expenditure	6,315	6,315	18,418	12,103		12,103	34.3%
	Movement to/(from) Gen Reserve	<u>(6,315)</u>	<u>(6,315)</u>					
409 Public Toilets - Car Park	Expenditure	932	912	4,380	3,468		3,468	20.8%
500 Play Areas and Open Spaces	Income	0	0	1,100	1,100			0.0%
	Expenditure	0	(150)	1,800	1,950		1,950	(8.3%)
	Movement to/(from) Gen Reserve	<u>0</u>	<u>150</u>					
501 Sunderland Road Rec Ground	Income	0	0	1,239	1,239			0.0%
	Expenditure	234	1,421	29,987	28,566		28,566	4.7%
	Movement to/(from) Gen Reserve	<u>(234)</u>	<u>(1,421)</u>					
502 Nature Reserves	Income	0	0	2,650	2,650			0.0%
	Expenditure	0	0	13,900	13,900		13,900	0.0%
	Movement to/(from) Gen Reserve	<u>0</u>	<u>0</u>					
505 Grass Cutting	Expenditure	0	(7,580)	10,000	17,580		17,580	(75.8%)
506 Litter Bins, Seats & Shelters	Expenditure	0	0	1,000	1,000		1,000	0.0%
509 Christmas Lights	Income	0	0	500	500			0.0%
	Expenditure	0	0	16,650	16,650		16,650	0.0%
	Movement to/(from) Gen Reserve	<u>0</u>	<u>0</u>					
601 Precept and Interest	Income	75	297,571	596,768	299,197			49.9%
602 Democratic and Civic Costs	Income	0	1,300	0	(1,300)			0.0%
	Expenditure	247	1,747	17,490	15,743		15,743	10.0%
	Movement to/(from) Gen Reserve	<u>(247)</u>	<u>(447)</u>					
700 Capital and Projects	Income	0	3,017	19,903	16,886			15.2%
	Expenditure	0	3,017	83,203	80,186		80,186	3.6%
	Movement to/(from) Gen Reserve	<u>0</u>	<u>0</u>					

Summary Income & Expenditure by Budget Heading 31/05/2020

Month No: 2

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
Grand Totals:- Income	2,881	305,156	649,138	343,982			47.0%
Expenditure	44,487	70,463	649,138	578,675	0	578,675	10.9%
Net Income over Expenditure	<u>(41,605)</u>	<u>234,693</u>	<u>0</u>	<u>(234,693)</u>			
Movement to/(from) Gen Reserve	<u>(41,605)</u>	<u>234,693</u>					

Detailed Income & Expenditure by Budget Heading 31/05/2020

Month No: 2

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
401 Staff								
4001 Gross Salaries - Admin	9,323	18,646	121,000	102,354		102,354	15.4%	
4002 Gross Salaries - Works	6,559	13,541	109,500	95,959		95,959	12.4%	
4003 Employers NIC	1,241	2,482	19,250	16,768		16,768	12.9%	
4004 Employers Superannuation	3,617	7,234	53,000	45,766		45,766	13.6%	
4006 H&S Costs/Consultancy	0	0	600	600		600	0.0%	
4010 Miscellaneous Staff Costs	9	489	1,000	511		511	48.9%	
4030 Recruitment Advertising	0	0	275	275		275	0.0%	
Staff :- Indirect Expenditure	20,749	42,393	304,625	262,232	0	262,232	13.9%	0
Net Expenditure	(20,749)	(42,393)	(304,625)	(262,232)				
402 Administration-Office								
1003 Tourism Income	0	0	750	750			0.0%	
1201 Rent Received Etc	0	0	750	750			0.0%	
1202 Photocopying Income	0	0	50	50			0.0%	
1205 Miscellaneous Income	250	250	0	(250)			0.0%	
Administration-Office :- Income	250	250	1,550	1,300			16.1%	0
4008 Training	0	0	2,000	2,000		2,000	0.0%	
4009 Travel & Subsistence	0	0	200	200		200	0.0%	
4011 General Rates	3,369	3,369	6,770	3,402		3,402	49.8%	
4012 Water Rates	0	0	800	800		800	0.0%	
4014 Electricity	107	107	2,600	2,493		2,493	4.1%	
4015 Gas	53	(72)	1,300	1,372		1,372	(5.5%)	
4016 Cleaning Materials etc	162	162	1,250	1,088		1,088	13.0%	
4018 General Data Protection Regs	0	500	500	0		0	100.0%	
4020 Misc Establishment Costs	253	253	2,000	1,748		1,748	12.6%	
4021 Telephone & Fax	275	611	2,750	2,139		2,139	22.2%	
4022 Postage	0	0	1,200	1,200		1,200	0.0%	
4023 Printing & Stationery	45	45	1,500	1,455		1,455	3.0%	
4024 Subscriptions	95	2,340	3,150	810		810	74.3%	
4025 Insurance (excl vehicles)	1,589	3,178	19,500	16,322		16,322	16.3%	
4026 Photocopy Costs	403	742	4,160	3,419		3,419	17.8%	
4027 IT Costs incl Support	592	884	4,000	3,116		3,116	22.1%	
4028 Service Agreements (Other)	1,242	1,242	6,500	5,258		5,258	19.1%	
4035 Publications	9	9	100	91		91	8.8%	
4036 Property Maintenance/Security	550	1,440	4,000	2,560		2,560	36.0%	
4040 Equipment Purchases (Minor)	53	53	2,000	1,947		1,947	2.6%	
4050 Tourism Expenditure	0	0	400	400		400	0.0%	
4051 Bank Charges	42	85	550	465		465	15.5%	

Detailed Income & Expenditure by Budget Heading 31/05/2020

Month No: 2

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4056 Legal Expenses	0	0	2,500	2,500		2,500	0.0%	
4057 Audit Fees - External	0	(1,300)	1,300	2,600		2,600	(100.0%)	
4058 Audit Fees - Internal	0	(415)	900	1,315		1,315	(46.1%)	
4059 Accountancy Fees	751	(200)	7,000	7,200		7,200	(2.9%)	
4070 Refreshments	19	19	200	181		181	9.5%	
Administration-Office :- Indirect Expenditure	9,607	13,050	79,130	66,080	0	66,080	16.5%	0
Net Income over Expenditure	(9,357)	(12,800)	(77,580)	(64,780)				
<u>403 Administration-Works</u>								
4005 Protective Clothing	0	287	1,300	1,013		1,013	22.1%	
4008 Training	0	0	1,950	1,950		1,950	0.0%	
4011 General Rates	935	935	1,855	920		920	50.4%	
4012 Water Rates	15	15	250	235		235	5.8%	
4014 Electricity	168	975	1,200	225		225	81.3%	
4017 Refuse Disposal	0	370	5,000	4,630		4,630	7.4%	
4036 Property Maintenance/Security	127	127	2,000	1,873		1,873	6.3%	
4038 Consumables/Small Tools	89	89	2,500	2,411		2,411	3.6%	
4039 Planting/Trees/Horticulture	2,145	2,584	6,250	3,666		3,666	41.3%	
4040 Equipment Purchases (Minor)	0	0	2,000	2,000		2,000	0.0%	
4042 Equipment/Vehicle Maintenance	0	146	5,000	4,854		4,854	2.9%	
4043 Equipment/Vehicle Fuel	44	655	3,500	2,845		2,845	18.7%	
4044 Vehicle Tax & Insurance	0	260	3,000	2,740		2,740	8.7%	
4045 Arboriculture	0	0	6,000	6,000		6,000	0.0%	
Administration-Works :- Indirect Expenditure	3,522	6,442	41,805	35,363	0	35,363	15.4%	0
Net Expenditure	(3,522)	(6,442)	(41,805)	(35,363)				
<u>405 Footway Lighting</u>								
4014 Electricity	666	682	5,750	5,068		5,068	11.9%	
4042 Equipment/Vehicle Maintenance	0	0	10,000	10,000		10,000	0.0%	
Footway Lighting :- Indirect Expenditure	666	682	15,750	15,068	0	15,068	4.3%	0
Net Expenditure	(666)	(682)	(15,750)	(15,068)				
<u>406 Cemetery & Churchyard</u>								
1226 Burials/Memorials Income	2,557	3,018	25,000	21,982			12.1%	
Cemetery & Churchyard :- Income	2,557	3,018	25,000	21,982			12.1%	0
4011 General Rates	1,735	1,735	3,050	1,315		1,315	56.9%	
4012 Water Rates	0	0	200	200		200	0.0%	

Detailed Income & Expenditure by Budget Heading 31/05/2020

Month No: 2

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4036 Property Maintenance/Security	0	0	1,000	1,000		1,000	0.0%	
4037 Grounds Maintenance	0	0	900	900		900	0.0%	
4039 Planting/Trees/Horticulture	0	0	350	350		350	0.0%	
4101 Grave Digging Costs	480	480	5,500	5,020		5,020	8.7%	
Cemetery & Churchyard :- Indirect Expenditure	2,215	2,215	11,000	8,785	0	8,785	20.1%	0
Net Income over Expenditure	341	803	14,000	13,197				
408 Town Centre (Including Market)								
1238 Other Income Car Park	0	0	428	428			0.0%	
Town Centre (Including Market) :- Income	0	0	428	428			0.0%	0
4011 General Rates	6,315	6,315	12,410	6,095		6,095	50.9%	
4036 Property Maintenance/Security	0	0	1,500	1,500		1,500	0.0%	
4053 Loan Interest	0	0	223	223		223	0.0%	
4054 Loan Capital Repaid	0	0	285	285		285	0.0%	
4100 CCTV Fees	0	0	4,000	4,000		4,000	0.0%	
Town Centre (Including Market) :- Indirect Expenditure	6,315	6,315	18,418	12,103	0	12,103	34.3%	0
Net Income over Expenditure	(6,315)	(6,315)	(17,990)	(11,675)				
409 Public Toilets - Car Park								
4011 General Rates	923	923	1,880	957		957	49.1%	
4012 Water Rates	0	(20)	1,200	1,220		1,220	(1.7%)	
4014 Electricity	8	8	300	292		292	2.8%	
4036 Property Maintenance/Security	0	0	1,000	1,000		1,000	0.0%	
Public Toilets - Car Park :- Indirect Expenditure	932	912	4,380	3,468	0	3,468	20.8%	0
Net Expenditure	(932)	(912)	(4,380)	(3,468)				
500 Play Areas and Open Spaces								
1241 Sandy FC Rent	0	0	500	500			0.0%	
1251 Pitch Rental	0	0	600	600			0.0%	
Play Areas and Open Spaces :- Income	0	0	1,100	1,100			0.0%	0
4007 Health & Safety	0	0	400	400		400	0.0%	
4012 Water Rates	0	(30)	700	730		730	(4.3%)	
4014 Electricity	0	(120)	200	320		320	(60.0%)	
4036 Property Maintenance/Security	0	0	500	500		500	0.0%	
4037 Grounds Maintenance	0	0	2,500	2,500		2,500	0.0%	
4042 Equipment/Vehicle Maintenance	0	0	5,000	5,000		5,000	0.0%	
4972 Transfer from EMR Fallowfield	0	0	(7,500)	(7,500)		(7,500)	0.0%	
Play Areas and Open Spaces :- Indirect Expenditure	0	(150)	1,800	1,950	0	1,950	(8.3%)	0
Net Income over Expenditure	0	150	(700)	(850)				

Detailed Income & Expenditure by Budget Heading 31/05/2020

Month No: 2

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
501 Sunderland Road Rec Ground								
1201 Rent Received Etc	0	0	500	500			0.0%	
1253 Bowls Club Rental	0	0	447	447			0.0%	
1255 Cricket Club Rental	0	0	287	287			0.0%	
1256 Scouts ,ACF and SSLA	0	0	5	5			0.0%	
Sunderland Road Rec Ground :- Income	0	0	1,239	1,239			0.0%	0
4012 Water Rates	203	245	1,500	1,255		1,255	16.3%	
4014 Electricity	14	14	200	186		186	7.2%	
4036 Property Maintenance/Security	0	0	1,750	1,750		1,750	0.0%	
4046 Bowling Green - SBC	0	764	3,248	2,484		2,484	23.5%	
4047 Equipment Maintenance - SBC	17	17	2,639	2,622		2,622	0.6%	
4048 Cricket Square - SCC	0	365	2,606	2,241		2,241	14.0%	
4049 Equipment Maintenance - SCC	0	15	2,819	2,804		2,804	0.5%	
4060 Other Professional Fees	0	0	15,225	15,225		15,225	0.0%	
Sunderland Road Rec Ground :- Indirect Expenditure	234	1,421	29,987	28,566	0	28,566	4.7%	0
Net Income over Expenditure	(234)	(1,421)	(28,748)	(27,327)				
502 Nature Reserves								
1306 Countryside Stewardship Grant	0	0	2,000	2,000			0.0%	
1307 Angling Licence Rent	0	0	650	650			0.0%	
Nature Reserves :- Income	0	0	2,650	2,650			0.0%	0
4037 Grounds Maintenance	0	0	1,500	1,500		1,500	0.0%	
4060 Other Professional Fees	0	0	10,400	10,400		10,400	0.0%	
4703 Sandy Green Wheel	0	0	2,000	2,000		2,000	0.0%	
Nature Reserves :- Indirect Expenditure	0	0	13,900	13,900	0	13,900	0.0%	0
Net Income over Expenditure	0	0	(11,250)	(11,250)				
505 Grass Cutting								
4102 Grass Cutting	0	(7,580)	10,000	17,580		17,580	(75.8%)	
Grass Cutting :- Indirect Expenditure	0	(7,580)	10,000	17,580	0	17,580	(75.8%)	0
Net Expenditure	0	7,580	(10,000)	(17,580)				
506 Litter Bins, Seats & Shelters								
4042 Equipment/Vehicle Maintenance	0	0	1,000	1,000		1,000	0.0%	
Litter Bins, Seats & Shelters :- Indirect Expenditure	0	0	1,000	1,000	0	1,000	0.0%	0
Net Expenditure	0	0	(1,000)	(1,000)				

Detailed Income & Expenditure by Budget Heading 31/05/2020

Month No: 2

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
509 Christmas Lights								
1365 Christmas Lights	0	0	500	500			0.0%	
Christmas Lights :- Income	0	0	500	500			0.0%	0
4401 Christmas Illuminations	0	0	14,000	14,000		14,000	0.0%	
4402 Community Christmas Event	0	0	2,650	2,650		2,650	0.0%	
Christmas Lights :- Indirect Expenditure	0	0	16,650	16,650	0	16,650	0.0%	0
Net Income over Expenditure	0	0	(16,150)	(16,150)				
601 Precept and Interest								
1101 Precept	0	297,384	594,768	297,384			50.0%	
1320 Interest Received - All account	75	187	2,000	1,813			9.4%	
Precept and Interest :- Income	75	297,571	596,768	299,197			49.9%	0
Net Income	75	297,571	596,768	299,197				
602 Democratic and Civic Costs								
1245 Grants Received	0	1,200	0	(1,200)			0.0%	
1309 Misc Contributions	0	100	0	(100)			0.0%	
Democratic and Civic Costs :- Income	0	1,300	0	(1,300)				0
4020 Misc Establishment Costs	0	0	100	100		100	0.0%	
4033 Annual Report & Newsletter	0	0	3,000	3,000		3,000	0.0%	
4042 Equipment/Vehicle Maintenance	0	0	400	400		400	0.0%	
4200 Mayor's Allowance	50	50	2,200	2,150		2,150	2.3%	
4202 Members' Expenses (Conf etc)	0	0	500	500		500	0.0%	
4210 Election Costs	0	0	250	250		250	0.0%	
4701 Grants/Donations Paid	120	600	4,000	3,400		3,400	15.0%	
4702 Community Events Support	77	77	7,040	6,963		6,963	1.1%	
4921 Transfer to EMR	0	1,200	0	(1,200)		(1,200)	0.0%	
4971 Transfer from EMR	0	(180)	0	180		180	0.0%	
Democratic and Civic Costs :- Indirect Expenditure	247	1,747	17,490	15,743	0	15,743	10.0%	0
Net Income over Expenditure	(247)	(447)	(17,490)	(17,043)				
700 Capital and Projects								
1153 Loan Interest Rec'd - INTERNAL	0	0	7,903	7,903			0.0%	
1154 Loan Capital Rec'd - INTERNAL	0	0	12,000	12,000			0.0%	
1364 S106 Money Received	0	3,017	0	(3,017)			0.0%	
Capital and Projects :- Income	0	3,017	19,903	16,886			15.2%	0

Detailed Income & Expenditure by Budget Heading 31/05/2020

Month No: 2

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4153 Loan Interest - INTERNAL	0	0	7,903	7,903		7,903	0.0%	
4154 Loan Capital - INTERNAL	0	0	12,000	12,000		12,000	0.0%	
4915 Transfer to Rolling Capital Fd	0	0	51,300	51,300		51,300	0.0%	
4921 Transfer to EMR	0	3,017	0	(3,017)		(3,017)	0.0%	
4923 Internal Loan repaid to F'ild	0	0	12,000	12,000		12,000	0.0%	
Capital and Projects :- Indirect Expenditure	0	3,017	83,203	80,186	0	80,186	3.6%	0
Net Income over Expenditure	0	0	(63,300)	(63,300)				
Grand Totals:- Income	2,881	305,156	649,138	343,982			47.0%	
Expenditure	44,487	70,463	649,138	578,675	0	578,675	10.9%	
Net Income over Expenditure	(41,605)	234,693	0	(234,693)				
Movement to/(from) Gen Reserve	(41,605)	234,693						

Sandy Town Council
Report to 31 May 2020

General Notes

Attached are the summary income & expenditure report for month 1 to 30th April 2020.

This report shows a current year surplus of income over expenditure of £276,101 at year end.

The balance sheet shows that total funds available to the council are £752,433.

This is made up of the following -

Current Year Fund	£276,101	
General Reserve Brought Forward	£192,893	
Rolling Capital Fund	£141,593	
Fallowfield Reserve	£51,632	
Earmarked Community Funds	£7,000	
Earmarked Elections	£15,000	
Earmarked Mayors Donation to SAIT	£1,020	
SC106 Funds for Fallowfield Play Equip	£2,706	Invoice paid June 2020
SC106 Funds for Beeston signage	£311	Invoice paid June 2020
Cemetery Development Reserve	£23,028	
Total	£752,433	

The percentage of budget if analysed evenly over the year to date is 16.66% but Members are reminded that income & expenditure rarely follows this pattern over the year.

Balance Sheet Notes:

1) PAYE and Pension contributions outstanding refer to March salary. Payments made to HMRC and LGPS in first week of June 2020.

Analysis by Cost Centre

401 Staff

Expenditure is 13.9% of the annual budget.

4002 - Lower due to one member of groundstaff on unpaid leave.

4010 - Expenditure is high due to payroll support contract payment for 2020/21

Cost centre is underspent as 2020/21 pay increases have still not been agreed by NALC and the Government. Increase anticipated at future date.

402 Administration

Expenditure is 16.5% of the annual budget.

4011 - High due to payment of 50% of the annual general rates bill. Second half to be paid in September 2020.

4015 - Credit from Gazprom for April 2020.

4018 - Full expenditure due to payment annual Data Protection Officer contract for 2020/21.

4021 - High expenditure is high for start of year due to additional technical support needed in setting up homeworking phone system as a result of COVID-19 homeworking guidance. New contract to be negotiated for October 2020. Savings anticipated based on quotes received

4024 - Subscription expenditure always appears high at the start of the year as annual subscriptions are paid in advance for the remainder of the 2020/21 financial year.

4026 - High due to overcharge by previous photocopier supplier. £339 refunded received in June 2020. Reduces percentage to 9.7%.

Sandy Town Council
Report to 31 May 2020

Analysis by Cost Centre [Continued]

4027 - High due to total of £455 in additional support charges relating to set up and problem solving remote working for administration employees.

4028 - High due to one off annual payments including; website hosting (£199), Parish Online (£180) Omega accounts package and maintenance (£673)

4036 - High due to one off payment for annual alarm servicing and maintenance contract and Millenium Security keyholding.

4057 - Credit due to accrual of £1,300 for 2019/20 external audit fees no yet paid.

4058 - Credit due to accrual of £415 to cover final 2019/20 internal audit review and report.

4059 - Credit due to accruals of £425 and £525 for monthly visits and 2019/20 year end accounts. Invoices received after March 30th.

403 Works

Expenditure is 15.4% of the annual budget.

4005 - Purchase of some additional PPE required by new outdoor team member.

4011 - High due to payment of 50% of the annual general rates bill. Second half to be paid in September 2020.

4014 - Refers to charges up until 30 March 2020 (Underspend in 2019) Invoice not received unttil after March 30th. Meter readings submitted. Accounts asked for advice on amending to reflect actual 2020/21 charge

4039 - High due to payment to plantscape for summer planting baskets and planters. Remianing budget to cover autumn planting.

4043 - Purchase of red diesel and unleaded to cover use of tractor, ride on and strimmers during cutting season.

405 Footway Lighting

Expenditure is 4.3% of the annual budget.

No Concerns

406 Cemetery & Churchyard

Expenditure is 20.1% of the annual budget.

4011 - High due to payment of 50% of the annual general rates bill. Second half to be paid in September 2020.

408 Town Centre (Incl. Market)

Expenditure is 34.3% of the annual budget

4011 - High due to payment of 50% of the annual general rates bill. Second half to be paid in September 2020.

409 Public Toilets - Car Park

Expenditure is 20.8%

4011 - High due to payment of 50% of the annual general rates bill. Second half to be paid in September 2020.

4012 - Small credit carried over from 2019/20 refund.

Analysis by Cost Centre [Continued]

500 Play Areas and Open Spaces

Expenditure is -8.3% of the annual budget.

4012 - Small credit carried over from 2019/20 refund following meter reading.

4014 - Small credit carried over from 2019/20 refund following meter reading.

501 Sunderland Road Rec.

Expenditure is 4.7% of the annual budget.

4046 - High expenditure due to soil maintenance.

502 Nature Reserves

Expenditure is 0% of the annual budget.

505 Grass Cutting

Expenditure is -75.8% of annual budget.

4102 - Large credit due to accrual of £7,580 for confirmed amount due to CBC for grass cutting contact. Invoice not received by March 30th 2020, payment made in June 2020.

506 Litter Bins, Seats & Shelters

Expenditure is 0.0% of the annual budget.

509 Christmas Lights

Expenditure is 0% of the annual budget.

601 Precept and Interest

The first half of the precept £297,384 was received at the beginning of April 2020.

602 Democratic & Civic Costs

Expenditure is 10.0% of the annual budget.

1245 - £1,200 from Mayor's charity to be donated to SAIT. 4921 shows transfer to SAIT EMR.

1309 - Donation from Sandy Guild for the purchase of litter picks for Sandy Wombles and community events.

4701 - Grant payments of £300 to Autism Bedfordshire and £300 to be allocated to the SAIT EMR. £1,000 of budget is already committed to the Ivel Sprinter.

4921 - Transfer of Mayors £1,200 donation to SAIT to EMR (See balance sheet)

4971 - £180 transferred from grants to SAIT EMR representing withdrawals made at that point. Additional £120 to be transferred.

Date: 22 /06/20

Sandy Town Council 2020/21

Page 1

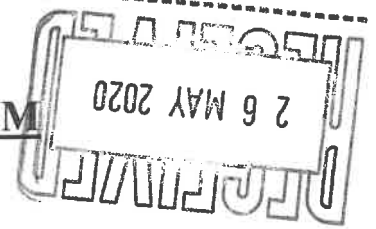
Current Bank A/c

List of Payments made between 01/05/2020 and 31/05/2020

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Transaction Detail</u>
5/1/2020	Premium Credit Ltd-Insurance	DD	1,588.81	Insurance Premium
5/1/2020	Buchanan, Clark & Wells	CNXL3196€	-567.60	Cancelled cheque for signs
5/4/2020	Clerk's Imprest A/c	TFR	476.03	Debit Card top up to £500
5/4/2020	HMRC PAYE/NI Due Apr	BACS	3,685.23	Tax and NI on Salary Payments
5/4/2020	Pension Due Apr	BACS	4,549.28	Pension Contributions
5/5/2020	Bank Charge payable	CHRG	34.35	Bank Charge Payable
5/6/2020	Anglian Water Business Ltd	31990	61.89	Public Toilet 1stQr Charge
5/6/2020	Autism Bedfordshire	31991	300.00	Grant Funding Awarded
5/6/2020	Ben Burgess & Co Ltd	31992	175.50	Work to Tractor
5/6/2020	Black Wolf Limited	31993	114.00	Locksmith work - Depot Doors
5/6/2020	Sandy Cricket Club	31994	18.00	Fuel Usage Payment
5/6/2020	FD O'Dell & Sons Ltd	31995	443.70	Waste Collection & Disposal
5/6/2020	Agrovista UK Ltd	31996	916.80	Bowls Club - Soil Maintenance
5/6/2020	Team Flitwick	31997	516.60	Red Diesel Supply
5/11/2020	Central Bedfordshire Council	Std Ord	3,368.50	10 Cambridge Road Rates
5/11/2020	Central Bedfordshire Council	Std Ord	1,735.34	Cemetery/Churchyard Rates
5/11/2020	Central Bedfordshire Council	Std Ord	923.30	Public Toilets Rates
5/11/2020	Central Bedfordshire Council	Std Ord	6,314.69	Car Park Rates
5/11/2020	Central Bedfordshire Council	Std Ord	935.25	Depot Rates
5/11/2020	UK Fuels Ltd	DD01	142.83	Motor Fuel
5/12/2020	Ampower UK Ltd	DD02	112.19	Cambridge Rd Apr' 20 Electricity
5/15/2020	Staff salaries May 2020	BACS	12,699.02	May 2020 Salaries
5/20/2020	Ampower UK Ltd	DD03	8.72	Car Park Toilets Apr' 20 Electricity
5/20/2020	Ampower UK Ltd	DD4	15.02	Banks Pavilion Apr' 20 Electricity
5/20/2020	Ampower UK Ltd	DD04	175.89	Depot Apr' 20 Electricity
5/22/2020	Chess Ltd	DD05	66.00	IT Support
5/22/2020	Gazprom Energy	DD06	55.80	10 Cambridge Road Gas 1 Qtr
5/26/2020	Chess Ltd	DD07	216.54	IT Monthly Service and Licences
5/27/2020	Clerks Imprest A/c	TFR	353.72	Debit Card Top Up
5/27/2020	Ampower UK Ltd	DD08	33.08	Beeston Street Lights Apr' 20
5/27/2020	Ampower UK Ltd	DD09	666.36	Sandy Street Lights Apr' 20
5/28/2020	Chess Ltd	DD10	67.68	IT Support
5/28/2020	Chess Ltd	DD11	330.12	Telephone support and charges

Total**40,532.64**

APPLICATION FOR GRANT AID FROM
SANDY TOWN COUNCIL



<u>Name of the Organisation/Group</u>	
The Need Project Central Bedfordshire	
Are you affiliated to a national organisation? If so, which one?	No
Local venue/meeting place	NA
Are you a registered charity? If so, give your charity number?	1157691
What are the aims and activities of the organisation?	The charity seeks to provide food and other items to those deemed to be in need by statutory agencies.
How many members do you have?	Volunteers 40 Leaders 1 Full time paid 1 Part-time assistant paid
Members:	Junior NA
	Senior NA
What is your annual subscription?	Junior £ NA
	Senior £ NA

Project Information	
What would the grant be used for?	<p>To support the work of running the organisation.</p> <p>We employ a Project Leader and a part-time assistant.</p> <p>We have a van which we are in the process of purchasing.</p> <p>The money will also assist us in renting our Centre for our work in Stotfold, which is the central hub for our work.</p> <p>We are also purchasing food for needy especially since the COVID-19 situation</p>
In what manner will the residents of Sandy benefit?	<p>We have one of our 'hubs' in Sandy Baptist Church which provides food on a regular basis to people in need in Sandy. We also support an organisation called Project 17 which is in Sandy.</p>
Approximately how many Sandy residents will benefit from this grant?	<p>Approximately 20 families each week are provided with food in Sandy. Project 17 in Sandy has capacity in excess of 17 young needy people and they are supported by our charity</p>
Estimated total cost of project	£75,000 PA for 2020/2021
Please state clearly how much you are applying for from Sandy Town Council.	£1,000
What amount is being met from your own funds?	Through various awarding bodies, donations from churches, individuals and fund-raising events.

What is the amount sought from other funding bodies? Please give details of other sources you have applied to or intend to apply to.		
Source	Amount	Confirmed/Pending/Unsuccessful
Biggleswade TC	£ 500	Pending
BCLF	£7,500	Received
B&M Stores	£3,000	Received (Since 31/3/20)
Sandy TC	£ 500	Received (7/19)
Old Possum Trust	£3,000	Received (Since 31/3/20)
Churches	£3,285	Received (Since 31/3/20)
Personal Donations	£3,715	Received (Since 31/3/20)
Other Councils and awarding bodies are being approached		

Financial Details	
Please specify how any income, particularly surplus, is spent.	To support the work of running the organisation. We employ a Project Leader and a part-time assistant. We have a van which we are in the process of purchasing. The money will also assist us in renting Centre for our work in Stotfold, which is the central hub for our work.
Please attach accounts (audited/independently examined) for the last two years and your budget forecast for the forthcoming/current year.	

Payment Details	
Account Title	The Need Project Central Bedfordshire
Account Number	33697452
Bank/Building Society Name and Address	Barclays Bank
Contact Details	
Please give details of the person with whom this application can be discussed and to whom any cheque should be sent:	Mr D H Deards
Position in organisation	Hon. Treasurer/Trustee
Address	18, Castles Close Stotfold Hitchin Herts SG5 4BZ
Telephone Number	07717407831
E-mail address	douglas.deards@talktalk.net

Declaration

Please sign this form to confirm that:

The information supplied is full and correct to the best of your knowledge; you have read, understood and complied with the conditions of funding; understand that Sandy Town Council reserve the right to reclaim the grant in the event of it being used for purposes other than specified, or the organisation ceasing to operate.

Signed:	<i>D.H. Deards</i>
Name:	MR. D.H. DEARDS
Position:	HON. TREASURER / TRUSTEE
Date:	7/5/2020

Please enclose with your application copies of:

- Accounts for the last two years
- Budget forecast for forthcoming/current year
- Other relevant literature including photograph if available

THE NEED PROJECT ANNUAL ACCOUNTS UP TO 31/03/2020

	INCOME
	£
Donations from Churches	11973.13
Grants from Trusts	37603.16
Donations from individuals	20254.60
Fund raising income	0.00
Misc. Donations	7781.55
Web donations	3746.67
HMRC Gift Aid recovery	1178.00
TOTAL INCOME	82537.11
	EXPENDITURE
	£
Payroll	41730.33
Employers Pension and NI	1546.69
Van	6876.84
Fuel	4322.74
Food	2130.70
Insurance	689.08
Stotfold Centre	15866.61
Miscellaneous items	2963.18
TOTAL EXPENDITURE	76126.17
CHANGE IN RESERVES	6410.94
BALANCE AT END OF YEAR	31164.09

THE NEED PROJECT ANNUAL ACCOUNTS UP TO 31/03/2019

	INCOME
	£
Donations from Churches	20153.77
Grants from Trusts	21201.00
Donations from individuals	9000.99
Fund raising income	0.00
Misc. Donations	9012.08
MyDonate	2180.22
HMRC Gift Aid recovery	2265.02
TOTAL INCOME	63813.08
	EXPENDITURE
	£
Payroll	29570.34
Van	4401.28
Fuel	4010.48
Food	225.20
Insurance	684.08
Stotfold Centre	12168.09
Miscellaneous items	1934.41
TOTAL EXPENDITURE	52993.88
CHANGE IN RESERVES	10819.20
BALANCE AT END OF YEAR	24753.15

The Need Project**Budget 2020/21****INCOME**

Church Donations	12000
Personal donations	22000
Ad Hoc don. Fund raising	7000
Web donations	10000
Awards	35000
Awards - Van	20000

Sub Total Income **106000**

COVID-19 Donations 20000

GRAND TOTAL INCOME **126000**

EXPENDITURE

Project Leader	30900
Assistant Project Leader	15600
Admin. Assistant	7500
Pension	1300
Van Costs	12000
Travel costs	4500
Overhead costs	3500
Capital (New Van)	20000
Insurance	700
Food and events	2000
High St. Store (Centre)	16000
Extra Storage	6000

Sub Total **120000**

COVID-19 Expenditure 20000

GRAND TOTAL **140000**

Additional funding needed **-14000**

With the extra demands on the charity at this time allowance is being budgeted for extra staff for funding analysis and temporary extra storage space for COVID-19 food

SANDY TOWN COUNCIL

DATE: 29th June 2020

AUTHOR: Town Clerk

SUBJECT: Section 106 Outdoor Sports Application

1. Summary

- 1.1 The Treasurer of the Sandy Cricket Club has approached the Council to ask whether any support can be given towards the purchase of a required item of equipment for maintaining the Cricket Square. Members are asked to consider if they would support an application for Section 106 grant funding for the purchase of the equipment.

2. Information

- 2.1 The Council has an annual revenue budget for the maintenance of existing Town Council owned equipment used by the cricket club for the maintenance of the Sandy Cricket Square. Historically this revenue budget is usually underspent, as was the case at the end of the 2019/20 financial year. It should be noted that revenue budget should not be used for the purchase of new equipment as a capital item.
- 2.2 The required equipment is a Pro Roller Mower – 21” (53CM), Honda Engine, Shaft Drive, Rear Roller at a quoted cost of **£910.56 + VAT**.

The Cricket Club have stated that while it has always been advised by The Grounds Management Association (formerly I.O.G.) that a quality rotary mower should be used on fine turf areas, especially after over-seeding, Sandy CC has never had this type of machine.

Rotary mowers have a greater height-of-cut range than cylinder mowers, which is particularly relevant during the out-of-season (October-March) months. Increasingly groundsmen use a rotary mower throughout the out-of-season period in order to reduce wear and tear of cylinder mowers, which reduces the annual serving costs of those cylinder mowers.

Sandy CC believe to have a rotary mower to use would, each year, save the costs of service and sharpening of one of the two cylinder mowers presently in use. This would likely mean the capital cost of purchase could be recouped in just a few years.

3. Funding

- 3.1 If Members wished to support the Cricket Club in the purchase of the specified item of equipment any funds would need to come from the Council's Capital rather than its revenue budget. Alternatively, funding could be applied

for from Section 106 outdoor sport as has been done on previous occasions. The Council would need to be in support of such an application.

- 3.2 The cricket club have also enquired whether the ongoing maintenance of the equipment could form part of the council's revenue budget for SCC equipment maintenance. This would be the case if the purchase of the equipment went through the Council, as it would then be a Council asset as opposed to a SCC asset. In such a case the section 106 funds would be paid directly to the Council.

Members are asked to consider the request and advise accordingly.

DATED

Lease

Relating to

**Sport and Leisure Facilities
Land to the west of Sunderland Road Sandy Bedford**

Between

Sandy Town Council

and

Sandy Sports and Leisure Association



Woodfines LLP
Silbury Court
352 Silbury Boulevard
Milton Keynes
MK9 2AF
(Ref: REM/028232-0013)

CONTENTS

CLAUSE

1. Interpretation	2
2. Grant	5
3. Ancillary rights	5
4. Rights excepted and reserved	6
5. Third Party Rights	8
6. Annual Rent and other payments	8
7. Insurance	9
8. VAT	9
9. Use, repairs and alterations	9
10. Compensation on vacating	11
11. Compliance with laws	11
12. Prohibition of dealings	11
13. Returning the Property to the Landlord	11
14. Indemnity	12
15. Landlord's covenant for quiet enjoyment	12
16. Re-entry and forfeiture	12
17. Entire agreement	13
18. Notices, consents and approvals	13
19. Rights of third parties	14
20. Limitation of trustees' liability	14
21. Governing law	14
22. Jurisdiction	14
23. Exclusion of sections 24 to 28 of the LTA 1954	14

This lease is dated

2020

HM Land Registry

Title number: BD191763

Administrative area: Bedford

Parties

- (1) **Sandy Town Council** at 10 Cambridge Road Sandy SG19 1JE (**Landlord**)
- (2) **Sandy Sport and Leisure Association** registered charity number 1058457 c/o Martin Pettitt at 42 Swansholme Gardens, Sandy, SG19 1HL (**Tenant**)

Agreed terms

1. Interpretation

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

1.1 Definitions:

Accessway: means the access along the public bridleway and is shown coloured blue on Plan 2.

Act of Insolvency:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- e) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant;
- f) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies);

g) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant.

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at the rate of £1.00 per annum which shall be exclusive of any VAT properly chargeable on it.

Contractual Term: a term of years beginning on, and including 26 May 2020 and ending on, and including 25 May 2045.

Default Interest Rate: 4% per annum above the Interest Rate.

Interest Rate: the base rate from time to time of Barclays Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as land and buildings on the west side of Sunderland Road, Sandy registered at HM Land Registry with title number BD183192

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: use as a floodlit synthetic sports area as at the date this lease is granted.

Plan 1: the plan attached to this lease marked "Plan 1".

Plan 2: the plan attached to this lease marked "Plan 2".

Property: all that piece of land and the pre-fabricated concrete garage thereon ("the Garage") on part of Sunderland Road Recreational Ground south of the public bridleway situated at Sandy shown edged red on Plan 1.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register of title number BD191763 .

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term A reference to the **end of the term** is to the end of the term however it ends.
- 1.7 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.9 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.13 A reference to **writing** and **written** excludes fax and email.
- 1.14 Unless the context requires, references to clauses are to the clauses of this lease Clause and paragraph headings shall not affect the interpretation of this lease.

- 1.15 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.16 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.17 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 1.18 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

3. Ancillary rights

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right to lay and maintain electricity mains or cables along and/or across the Accessway and Landlord's Neighbouring Property to the Property for the supply of electricity to the Property and the said floodlights making good any damage caused to the surface of the Accessway or the Landlord's Neighbouring Property to the Landlord's reasonable satisfaction;
 - (b) the right to pass and repass over and along the Accessway with or without vehicles, plant and machinery for all purposes permitted under this lease not obstructing and making good any damage caused to the Accessway occasioned by such use;
 - (c) the right to use a concrete or tarmacadam path connecting the car park cross hatched yellow on Plan 2;
 - (d) the right to erect up to eight floodlights to light the Premises in such positions on the Landlord's Neighbouring Property as shall be agreed between the Landlord and the Tenant such agreement not to be unreasonably withheld and thereafter to enter on to the Landlord's Neighbouring Property to inspect maintain and repair the said floodlights the persons exercising such rights making good any damage caused to the Landlord's Neighbouring Property to the reasonable satisfaction of the Landlord.

- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Property for the Permitted Use but not for any other purpose.
- 3.4 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.
- 3.5 Neither the grant of this lease nor anything in it confers any right over the Landlord's Neighbouring Property nor is to be taken to show that the Tenant may have any right over any part of the Landlord's Neighbouring Property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.6 Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

4. Rights excepted and reserved

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:
- (a) the right to use, for the benefit of the Landlord's Neighbouring Property, all roads, tracks, paths and other rights of way across the Property;
 - (b) the right to lay, repair, maintain, renew, inspect, replace or reroute any cables roads and other rights of way or fences on the Property for the benefit of the Landlord's Neighbouring Property;
 - (c) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee to enter the Property with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;

- (d) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (e) the right to fix to, and keep at, the Property any sale or re-letting board as the Landlord reasonably requires;
- (f) the right to enter the Property at the very least twice a year to inspect the condition of the Property and for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property;
- (g) the exclusive right to all treasure or archaeological artefacts discovered on the Property;
- (h) the right to extract water from any watercourse on or beneath the surface of the Property;
- (i) the right to all timber and trees and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons and all stones, sand, brick-earth, clay, gravel and turf on, in or under the Property, with the right of access to cut, fell, work, process and carry away the same, the person exercising such rights making good all damage thereby caused or paying proper compensation for such damage.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Third Party Rights

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Rights.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

6. Annual Rent and other payments

- 6.1 The Tenant shall pay the Annual Rent and any VAT on each anniversary of the Contractual Term, if demanded. .
- 6.2 The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage and other services and utilities to or from the Property. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 6.3 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the term in respect of the Property, its use and any works carried out there, except:
 - (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.4 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 6.5 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.
- 6.6 If any Annual Rent, if applicable or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both

before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

- 6.7 The Annual Rent if demanded and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Insurance

The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Property with an insurance company approved by the Landlord to provide cover for a reasonable sum as the Landlord may from time to time direct in writing. The Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

8. VAT

- 8.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 8.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

9. Use, repairs and alterations

- 9.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 9.2 The Tenant shall not:
- (a) use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;
 - (b) do anything to or on the Property that invalidates or may invalidate, in whole or in part, any insurance effected by the Landlord in respect of the Property or the Landlord's Neighbouring Property;
 - (c) permit any trespass on the Property;

- (d) obstruct any public road, footpath, right of way or the Accessway or any means of access to the Property;
- (e) use the Property for landfill or for the storage, treatment, incineration, recovery or disposal of waste;]
- (f) remove any topsoil, turf, stone or gravel from the Property;
- (g) without the Landlord's prior written approval, cut, lop, fell or remove any trees or hedges on the Property.

9.3 The Tenant shall keep the Property and, at the end of the term, leave the Property, clean, tidy and clear of rubbish and shall keep and leave clean and in good repair, order and condition, field drains, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards on the Property, but the Tenant is not obliged to put the Property in any better state of repair than it was at the date of this lease. The Tenant shall keep and maintain all sports facilities at the Property including the Garage together with the floodlights in good repair and condition and maintain a good and sufficient boundary fence throughout the Contractual Term.

9.4 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 9.4 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 9.4 shall be without prejudice to the Landlord's other rights, including those under clause 16.

9.5 The Tenant shall not:

- (a) damage or make any opening in the boundary structure of the Property; or
- (b) make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property. The Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal.

10. Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

11. Compliance with laws

11.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

11.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:

- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
- (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

11.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent, not to be unreasonably withheld.

12. Prohibition of dealings

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

13. Returning the Property to the Landlord

13.1 At the end of the term, the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and remove from the Property all chattels belonging to or used by the Tenant.

13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the

term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

14. Indemnity

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) the use of the Property in connection with the Permitted Use;
- (b) any breach of any tenant covenants in this lease; or
- (c) any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

15. Landlord's covenant for quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

16. Re-entry and forfeiture

16.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 28 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition or tenant covenant of this lease; or
- (c) an Act of Insolvency

16.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

17. Entire agreement

This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

18. Notices, consents and approvals

18.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.

18.2 If a notice complies with the criteria in clause 18.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

18.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

18.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

18.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

19. Rights of third parties

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

20. Limitation of trustees' liability

In this clause, the following definition applies:

Trustees: the persons named as Tenant in this lease and any person appointed as trustee of Sandy Sports and Leisure Association from time to time.

20.1 Any liability of the Trustees arising out of this lease or matters connected with it shall be limited to the value of the assets of Sandy Sports and Leisure Association in their possession from time to time and nothing in this Lease shall entitle the Landlord to pursue exercise or enforce any right or remedy in respect of any such breach against the personal estate property effects or assets of any of the Trustees or against any assets for the time being vested in the Trustees which are not assets of the Tenant..

20.2 Clause 20.1 will not apply to any liabilities resulting from any wilful or reckless breach of duty or trust by the Trustees.

21. Governing law

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

22. Jurisdiction

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

23. Exclusion of sections 24 to 28 of the LTA 1954

23.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14

days before this lease was entered into a certified copy of which notice is annexed to this lease;

- (b) the Tenant who was duly authorised by the Tenant to do so made a simple declaration dated [] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

23.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

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

Executed as a deed by affixing the common seal of **SANDY TOWN COUNCIL** in the presence of:

Signature of Authorised Officer : _____

Signature of Authorised Officer : _____

Signed as a deed on behalf of the
SANDY SPORTS AND LEISURE ASSOCIATION by
[name of the two trustees signing]

_____ and _____,

under an authority conferred pursuant
to section 333 of the Charities Act 2011

in the presence of:

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Two named trustees sign here: _____

Authorised signatories

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

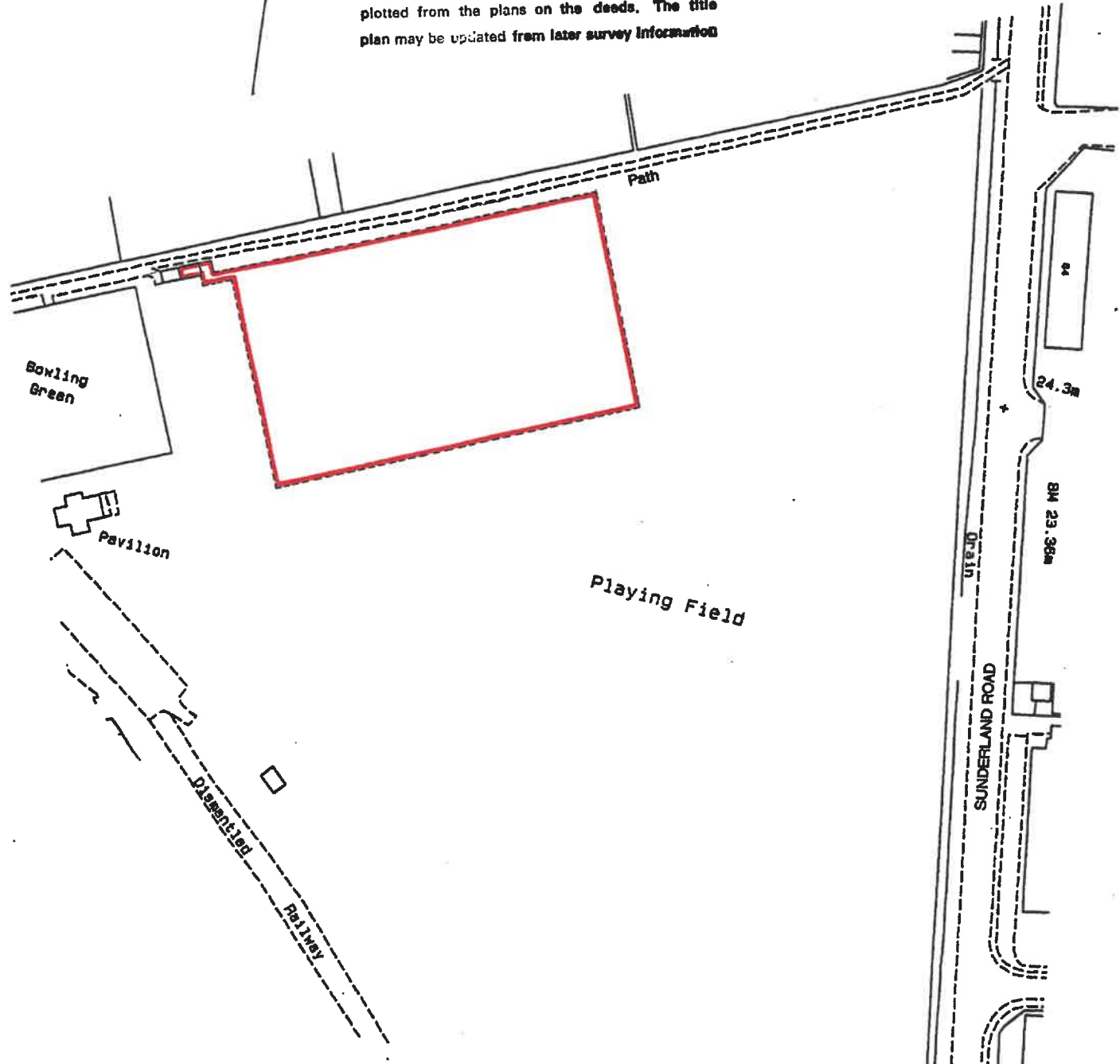
This official copy is issued on 09 June 2020 shows the state of this title plan on 09 June 2020 at 14:59:05. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Peterborough Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER
		BD 191763
ORDNANCE SURVEY PLAN REFERENCE	TL1750	Scale 1/1250 enlarged from 1/2500
COUNTY BEDFORDSHIRE	DISTRICT MID BEDFORDSHIRE	© Crown copyright



The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.



SANDY TOWN COUNCIL (1)
THE RESERVE FORCES & CADETS ASSOCIATION (2)
FOR EAST ANGLIA

LEASE

relating to
Cadet Centre, Alnwick Close, Sandy, Beds, SG19 1HA



LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

BD200623 [*title for the green land?*]

LR2.2 Other title numbers

Not applicable

LR3. Parties to this lease

Landlord

SANDY TOWN COUNCIL of 10 Cambridge Rd, Sandy
SG19 1JE

Tenant

**THE RESERVE FORCES & CADETS ASSOCIATION
FOR EAST ANGLIA** of 250 Springfield Road,
Chelmsford, Essex CM2 6BU

Other parties

Not applicable

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See definition of Demised Premises in clause 1

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

Not applicable

LR5.2 This lease is made under, or by reference to, provisions of:

Not applicable

LR6. Term for which the Property is leased

From and including 2020 to and including 2041

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>Not applicable</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>See the First Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>See the Second Schedule</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	<p>The Tenant applies to enter the following standard form of restriction:</p> <p>None</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

- 1.4 The rent in respect of each year of the said term is to be paid annually in advance on each anniversary of this lease without any deduction whatsoever except as authorised by any statutory enactment for the time being in force.
2. The Tenant hereby covenants with the Landlord as follows:-
 - 2.1 To pay or keep indemnified the Landlord against liability for all rates taxes assessments and outgoings whatsoever imposed or charged upon the Demised Premises.
 - 2.2 Not to use the Demised Premises for any purpose other than a training centre for Army and/or Air Cadets.
 - 2.3 At all times during the said term to keep the Demised Premises in a clean and tidy state and to keep all buildings thereon in good repair and condition.
 - 2.4 Not to hold or permit to be held any auction on the Demised Premises.
 - 2.5 Not to do or permit or suffer anything to be done in or upon the Demised Premises or any part thereof or any buildings erected or to be erected thereon which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owners or occupiers of any neighbouring land or premises.
 - 2.6 Not to make any alterations or additions to any premises or erect any new buildings thereon without the previous approval in writing of the Landlord (such consent not to be unreasonably withheld) to the alterations additions or new buildings proposed and to the plans and specifications thereof and to make all such alterations additions and buildings in conformity with such plans and specifications.
 - 2.7 Not to assign underlet or part with possession of the whole or any part of the Demised Premises PROVIDED THAT the Tenant shall be entitled to assign the whole of the Demised Premises to a like body or organisation succeeding the Tenant for the purposes of the provision of a Training Centre for Army and/or Air Cadets upon the assignee covenanting directly with the Landlord to observe and perform the covenants and conditions herein contained (including a covenant not to underlet or part with possession of the whole or any part of the Demised Premises or to further assign the whole of the premises except in like circumstances) and to pay the rent hereby reserved. PROVIDED FURTHER the Tenant may share occupation of the Demised Premises with local community organisations under a temporary hiring arrangement as long as no relationship of landlord and tenant is created by such arrangement.
 - 2.8 To permit the Landlord or its surveyors for the time being twice in every year at reasonable times after being asked permission to enter upon the Demised Premises for the purpose of inspecting the condition thereof.

- 2.9 At the expiration of the said term whenever this may be:-
- 2.9.1 if so required by the Tenant or if so required by the Landlord and at the Tenant's own expense to remove from the Demised Premises and retain for the Tenant's own use all buildings of a moveable nature and to make good the surface of the ground to the reasonable satisfaction of the Landlord;
- 2.9.2 peaceably to surrender and yield up to the Landlord the Demised Premises in accordance with the foregoing covenants.
- 2.10 Not to park any vehicles on or otherwise obstruct the driveway shown coloured blue on the plan annexed hereto (the "**Driveway**").
- 2.11 To pay to the Landlord a fair proportion according to user of the cost of cleaning, maintaining, repairing and renewing the Driveway.
3. The Landlord hereby covenants with the Tenant that the Tenant paying the said rent and performing the covenants on its part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the said term without interruption by the Landlord or any person claiming under it or in trust for it.
4. IT IS HEREBY AGREED AND DECLARED as follows:-
- 4.1 If the said rent or any part thereof is at any time in arrear for twenty one days after the same has become due (whether legally demanded or not) or there is any breach of the foregoing covenants on the part of the Tenant or it ceases to occupy the Demised Premises or has a receiver or liquidator appointed or enters into liquidation (whether compulsory or voluntary but except for the purposes of amalgamation or reconstruction), or being an individual becomes bankrupt then the Landlord may (without prejudice to any right in respect of any antecedent breach of covenant by the Tenant) enter upon the Demised Premises and this Lease shall then terminate forthwith.
- 4.2 If the Tenant shall be desirous of determining the said term at any time and of such desire shall give to the Landlord six calendar months' notice in writing expiring at any time then on the expiration of such notice as aforesaid the said term shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenants.

IN WITNESS WHEREOF this deed has been executed by the parties the date and year first above written.

THE FIRST SCHEDULE

(Rights Granted)

(the Right of Way and Service Rights)

1. A vehicular right of way at all times and for all purposes from the Demised Premises to the public highway (and vice versa) over the land shown coloured brown on the plan annexed hereto (the “**Accessway**”).
2. The right to the free and uninterrupted running of water soil gas electricity or telecommunications and other services through all the service installations serving the Demised Premises and located within the Accessway and the Driveway together with all necessary rights to inspect maintain repair or renew the same the Tenant doing as little damage as possible in the exercise of the said rights and making good any damage so caused.
3. A vehicular right of way at all times and for all purposes over the Driveway subject to paying a fair proportion according to user of the cost of cleaning maintaining repairing and renewing the Driveway.

THE SECOND SCHEDULE

(Exceptions and Reservations)

1. A perpetual right to use repair and renew any drains pipes wires or other easements now used by them in or over the Demised Premises.
2. To erect any buildings or work on any adjoining land held by them without restriction as to the nature height or otherwise to the extent thereof.
3. To use or deal with any such land without restriction and reserving unto the Landlord at any time hereafter or from time to time full right and liberty to execute works and erections upon his adjoining land and to use his adjoining and neighbouring land and buildings in such manner as they may think fit notwithstanding that the access of light and air to the Demised Premises may thereby be interfered with.

The Common Seal of)
SANDY TOWN COUNCIL)
was hereunto affixed in the presence of:)

.....
A Member

.....
A Member / Clerk

The Common Seal of)
THE TERRITORIAL AUXILIARY AND)
VOLUNTEER RESERVE ASSOCIATION OF)
EAST ANGLIA)
was hereunto affixed in the presence of:)

.....
A Member

.....
Secretary

SANDY TOWN COUNCIL**DATE:** 29th June 2020**AUTHOR:** Town Clerk / Administrator K. Barker**SUBJECT:** Outdoor Gym Equipment for Recreation Grounds**1. Summary**

- 1.1 Members of the Community Services and Environment Committee previously received and considered a report on the possibility of installing outdoor gym equipment in one or more of the parks in Sandy. The Committee supported the proposed purchase and installation and resolved to recommend that quotations for equipment be sourced.
- 1.2 Members proposed that equipment initially be installed at the Sunderland Road recreation ground, which forms a sports hub area. This would be with a view to install equipment in other locations in the future of deemed successful.

2. Quotations

- 2.1 Five companies provided quotations for outdoor gym equipment. Following a points-based assessment the quotes have been shortlisted to three companies as detailed in the attached report.

Company	Cost	Points	Comment
A	£14,000	60.51	Discounted. Design and activity value of the equipment scored similar to Companies B-D. However, no information on sites and location, benefits and explanation of equipment chosen or detailed specifics on equipment.
	£14,130	60.24	
B	£14,100	65.89	Shortlisted
	£14,795	64.55	
C	£13,501	68.81	Shortlisted
D	£14,746	67.28	Shortlisted
	£15,098	66.64	
E	£20,696	21.10	Discounted. Cost is in excess of budget and lack of detailed information, specifications or recommendations.

- 2.2 The table overleaf details the costs and specifics of the shortlisted quotations from Companies B, C and D.
- 2.3 Companies were asked to look at the Council's recreation grounds and put forward recommendations. Some companies have put forward more than one option for consideration.
- 2.4 Councillors previously expressed a preference for the Sunderland Road site. Although companies have suggested other sites the quotations put forward can be applied to the Council's preferred site and Members are asked to

select a company the Council can work with to finalise the a plan for the outdoor gym equipment, along with its supply and installation.







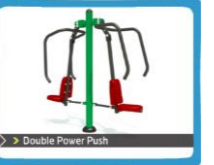

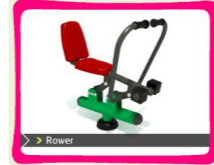

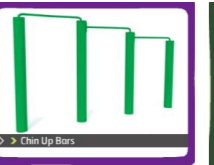
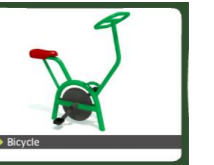

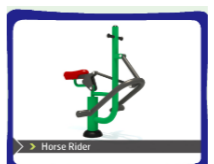








- 2.5 Although colours of equipment can be changed, this will incur a high cost and longer delivery time. Members are therefore asked to consider the colour of the equipment when approving a contractor.

3. Funding


- 3.1 The Council has applied for £5,000 in grant funding. A decision on awarding of the funding is still awaited.
- 3.2 There remains section 106 funding for outdoor sports to which the Council could apply for the remaining funding.

4. Recommendation

- 4.1 That the Council appoint Company C as the preferred contractor for the provision and installation of outdoor gym equipment.
- 4.2 Company C is the recommended company due to the detailed quotation document supplied, the equipment provided meeting the needs of the Council, the consideration and understanding given to both the location and types of equipment proposed and the community engagement the company will supply as part of the project.
- 4.3 That the Clerk work with the approved contractor to finalise a plan for the location and specific items of equipment which will be agreed by the Community, Service and Environment Committee.
- 4.4 That the Council apply to Section 106 for the funding to cover the costs of the equipment above and beyond what might be awarded from the above mentioned grant funding.

Company	Opt	Location/s	Equipment	Type	Pieces	Users	Other Elements	Cost (ex.VAT)	Examples of Equipment
B	1	Fallowfield	Double Squat Push Waist Twister Double Sit Up Bench Double Slalom Skier Combi Pull Down & Power Push Tai Chi Discs Children's Arm & Pedal Children's Sky Stepper Children's Double Slalom Skier Children's Double Health Walker	Lower/Strength Core/Mobility Core/Strength Core-Lower/Strength Core-Upper/Strength Upper/Mobility Full body/Cardio Full body/Cardio Core-Lower/Strength Lower/Cardio	10	19	Installation Provision of heras type safety fencing, security container and water bowser for duration of installation. Optional removal of spoil / waste material	£14,100.44	       
	2	Fallowfield	Double Power Push Double Squat Push Horse Rider Rower Arm and Pedal Chin Up Bars > Childrens Multi Gym - 2 Slalom Skiers - 2 Waist Twisters - 2 Health Walkers - Tai Chi Discs - Arm Pedals	Upper/Strength Lower/Strength Full body/Cardio Full body/Cardio Full body/Cardio Core-Upper/Strength - Core-Lower/Strength Core/Mobility Lower/Cardio Upper/Mobility Upper/Cardio	7	18	***Additional charges for optional services: > pre-installation survey £149.00 (per site) > independent post installation inspection £474.00 (per site)	£14,794.89	     
C	1	1 site TBC (Recommend Sunderland Road)	Cardio Combo Self Weighted Rower Chest Press/Lat Pull Down Hip Twister Double Cross-Country Skier DDA Arm and Pedal Children's Rider Children's Elliptical Cross Trainer	Lower/Cardio Full body/Cardio Core-Upper/Strength Lower/Cardio Full body/Cardio Full body/Cardio Full body/Cardio	8	15	Installation Working areas cordoned off *Require access to power, water and site washroom facilities Health and Safety Certificate 1 Annual Maintenance Inspection Post-Installation Public Training Day ** Grass matting available for extra £34+VAT per sq m	£13,501.00 £14,701 with grass matting	       

D

1	1 site TBC	Horse Rider Arm and Pedal Bicycle Double Slalom Skier Combi Pull Down & Power Push Double Health Walker Rower Sky Stepper Parallel Rails Double Squat Push Double Pull Up Double Sit Up Bench Leg Stretch	Full body/Cardio Full body/Cardio Core-Lower/Strength Core-Upper/Strength Lower/Cardio Full body/Cardio Full body/Cardio Core-Upper/Strength Lower/Strength Core-Upper/Strength Core/Strength Lower/Stretching	12	21	Small stainless-steel instruction / safety labels on equipment Information Sign 41no. 1x1.5m grass mats & topsoil/re-seed Installation Removal of spoil	£14,745.90		
		Fallowfield	Double Health Walker Double Slalom Skier Double Squat Push Double Sit Up Bench			Lower/Cardio Core-Lower/Strength Lower/Strength Core/Strength			
	Sunderland Road	Double Health Walker Double Slalom Skier Double Squat Push Double Sit Up Bench	Lower/Cardio Core-Lower/Strength Lower/Strength Core/Strength						
	2	Bedford Road OR The Limes	Double Health Walker Double Slalom Skier Double Squat Push Double Sit Up Bench	Lower/Cardio Core-Lower/Strength Lower/Strength Core/Strength	12	24	Small stainless-steel instruction / safety labels on equipment 39no. 1x1.5m grass mats & topsoil/re-seed Installation Removal of spoil		£15,097.65
		1 site TBC	Airwalker Skier Cross Rider Body Twist	Lower/Cardio Core-Lower/Strength Full body/Cardio Core/Mobility					

Local Government Association Model Member Code of Conduct

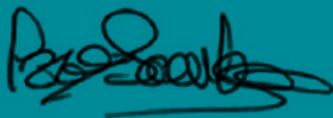
Introduction

The Local Government Association (LGA) is providing this Model Member Code of Conduct as part of its work on supporting the sector to continue to aspire to high standards of leadership and performance.

The role of councillor in all tiers of local government is a vital part of our country's system of democracy. In voting for a local councillor, the public is imbuing that person and position with their trust. As such, it is important that as councillors we can be held accountable and all adopt the behaviours and responsibilities associated with the role. The conduct of an individual councillor affects the reputation of all councillors. We want the role of councillor to be one that people aspire to and want to participate with. We want to continue to attract individuals from a range of backgrounds and circumstances who understand the responsibility they take on and are motivated to make a positive difference to their local communities.

All councils are required to have a local Member Code of Conduct. This Model Member Code of Conduct has been developed in consultation with the sector and is offered as a template for councils to adopt in whole and/or with local amendments. The LGA will undertake an annual review of the Code to ensure it continues to be fit-for-purpose, particularly with respect to advances in technology, social media and any relevant changes in legislation. The LGA can also offer support, training and mediation to councils and councillors on the application of the Code, whilst the National Association of Local Councils (NALC) and the county associations of local councils can offer advice and support to town and parish councils.

As a councillor we all represent local residents, work to develop better services and deliver local change. The public have high expectations of us and entrust us to represent everyone (in our ward/town/parish), taking decisions fairly, openly, transparently and with civility. Councillors should also be treated with civility by members of the public, other councillors and council employees. Members have both individual and collective responsibility to maintain these standards, support expected behaviour and challenge behaviour which falls below expectations. This Code, therefore, has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.



Councillor Izzi Seccombe OBE
Leader, LGA Conservative Group



Councillor Nick Forbes CBE
Leader, LGA Labour Group



Councillor Howard Sykes MBE
Leader, LGA Liberal Democrats Group



Councillor Marianne Overton MBE
Leader, LGA independent Group

Purpose

The purpose of this Code of Conduct is to assist councillors in modelling the behaviour that is expected of them, to provide a personal check and balance, and to set out the type of conduct against which appropriate action may be taken. It is also to protect yourself, the public, fellow councillors, council officers and the reputation of local government. It sets out the conduct expected of all members and a minimum set of obligations relating to conduct. The overarching aim is to create and maintain public confidence in the role of member and local government.

Application of the Code

The Code of Conduct applies to you when you are acting [or claiming or giving the impression that you are acting]¹ in [public or in]² your capacity as a member or representative of your council, although you are expected to uphold high standards of conduct and show leadership at all times. The Code applies to all forms of member communication and interaction, including written, verbal, non-verbal, electronic and via social media, [including where you could be deemed to be representing your council or if there are potential implications for the council's reputation.] Model conduct and expectations is for guidance only, whereas the specific obligations set out instances where action will be taken.

The seven principles of public life

Everyone in public office at all levels – ministers, civil servants, members, council officers – all who serve the public or deliver public services should uphold the seven principles of public life. This Code has been developed in line with these seven principles of public life, which are set out in appendix A.

Model member conduct

In accordance with the public trust placed in me, on all occasions I will:

- act with integrity and honesty
- act lawfully
- treat all persons with civility; and
- lead by example and act in a way that secures public confidence in the office of councillor

In undertaking my role, I will:

- impartially exercise my responsibilities in the interests of the local community
- not improperly seek to confer an advantage, or disadvantage, on any person
- avoid conflicts of interest
- exercise reasonable care and diligence; and
- ensure that public resources are used prudently and in the public interest

Specific obligations of general conduct

This section sets out the minimum requirements of member conduct. Guidance is included to help explain the reasons for the obligations and how they should be followed. These obligations must be observed in all situations where you act [or claim or give the impression that you are acting] as a councillor [or in public], including representing your council on official business and when using social media.

As a councillor I commit to:

Civility

- 1. Treating other councillors and members of the public with civility.**
- 2. Treating council employees, employees and representatives of partner organisations and those volunteering for the councils with civility and respecting the role that they play.**

Civility means politeness and courtesy in behaviour, speech, and in the written word. Debate and having different views are all part of a healthy democracy. As a councillor you can express, challenge, criticise and disagree with views, ideas, opinions and policies in a civil manner. You should not subject individuals, groups of people or organisations to unreasonable or excessive personal attack.

In your contact with the public you should treat them courteously. Rude and offensive behaviour lowers the public's expectations and confidence in its elected representatives.

In return you have a right to expect courtesy from the public. If members of the public are being abusive, threatening or intimidatory you are entitled to close down any conversation in person or online, refer them to the council, any social media provider or if necessary, the police. This also applies to members, where action could then be taken under the Member Code of Conduct.

Bullying and harassment

- 3. Not bullying or harassing any person.**

Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient. The bullying might be a regular pattern of behaviour or a one-off incident, happen face-to-face, on social media, in emails or phone calls, happen in the workplace or at work social events and not always be obvious or noticed by others.

The Equality Act 2010 defines harassment as 'unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual'. The relevant protected characteristics are age, disability, gender reassignment, race, religion or belief, sex, and sexual orientation.

Impartiality of officers of the council

- 4. Not compromising, or attempting to compromise, the impartiality of anyone who works for, or on behalf of, the council.**

Officers work for the council as a whole and must be politically neutral (unless they are political assistants). They should not be coerced or persuaded to act in a way that would undermine their neutrality. Although you can question officers in order to understand, for example, their reasons for proposing to act in a particular way, or the content of a report that they have written, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity.

Confidentiality and access to information

- 5. Not disclosing information given to me in confidence or disclosing information acquired by me which I believe is of a confidential nature, unless I have received the consent of a person authorised to give it or I am required by law to do so.**
- 6. Not preventing anyone getting information that they are entitled to by law.**

Local authorities must work openly and transparently, and their proceedings and

printed materials are open to the public except in certain circumstances. You should work on this basis but there will be times when it is required by law that discussions, documents and other information relating to or held by the council are treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

Disrepute

7. Not bringing my role or council into disrepute.

Behaviour that is considered dishonest and/or deceitful can bring your council into disrepute. As a member you have been entrusted to make decisions on behalf of your community and your actions and behaviour are subject to greater scrutiny than that of ordinary members of the public. You should be aware that your actions might have an adverse impact on other councillors and/or your council.

Your position

8. Not using, or attempting to use, my position improperly to the advantage or disadvantage of myself or anyone else.

Your position as a member of the council provides you with certain opportunities, responsibilities and privileges. However, you should not take advantage of these opportunities to further private interests.

Use of council resources and facilities

9. Not misusing council resources.

You may be provided with resources and facilities by the council to assist you in carrying out your duties as a councillor. Examples include office support, stationery and equipment such as phones, and computers and transport. These are given

to you to help you carry out your role as a councillor more effectively and not to benefit you personally.

Interests

10. Registering and declaring my interests.

You need to register your interests so that the public, council employees and fellow members know which of your interests might give rise to a conflict of interest. The register is a document that can be consulted when (or before) an issue arises, and so allows others to know what interests you have, and whether they might give rise to a possible conflict of interest. The register also protects you. You are responsible for deciding whether or not you should declare an interest in a meeting, but it can be helpful for you to know early on if others think that a potential conflict might arise.

It is also important that the public know about any interest that might have to be declared by you or other members, so that decision making is seen by the public as open and honest. This helps to ensure that public confidence in the integrity of local governance is maintained. Discuss the registering and declaration of interests with your Monitoring Officer/Town or Parish Clerk and more detail is set out in appendix B.

Gifts and hospitality

11. Not accepting significant gifts or hospitality from persons seeking to acquire, develop or do business with the council or from persons who may apply to the council for any permission, licence or other significant advantage.

12. Registering with the monitoring officer any gift or hospitality with an estimated value of at least £25 within 28 days of its receipt.

You should exercise caution in accepting any gifts or hospitality which are (or which you reasonably believe to be) offered to you

because you are a member. However, you do not need to register gifts and hospitality which are not related to your role as a member, such as Christmas gifts from your friends and family, or gifts which you do not accept. However, you may wish to notify your monitoring officer of any significant gifts you are offered but refuse which you think may have been offered to influence you.

Note – items in square brackets [x] refer to recommendations made by the Committee on Standards in Public Life and may be part of a future Government consultation. This includes possible future sanctions and appeals processes.

Breaches of the Code of Conduct

Most councillors conduct themselves appropriately and in accordance with these standards. Members have both individual and collective responsibility to maintain these standards, support expected behaviour and challenge behaviour which falls below expectations.

Section 27 of the Localism Act 2011 requires relevant authorities to promote and maintain high standards of conduct by members and co-opted members of the authority. Each local authority must publish a code of conduct, and it must cover the registration of pecuniary interests, the role of an 'independent person', and sanctions to be imposed on any councillors who breach the Code.

The 2011 Act also requires local authorities to have mechanisms in place to investigate allegations that a member has not complied with the Code of Conduct, and arrangements under which decisions on allegation may be made.

Failure to comply with the requirements to register or declare disclosable pecuniary interests is a criminal offence. Taking part in a meeting or voting, when prevented from doing so by a conflict caused by disclosable pecuniary interests, is also a criminal offence.

Political parties may have its own internal standards and resolution procedures in addition to the Member Code of Conduct that members should be aware of.

Example

LGA guidance and recommendations

Internal resolution procedure

Councils must have in place an internal resolution procedure to address conduct that is in breach of the Member Code of Conduct. The internal resolution process should make it clear how allegations of breaches of the Code of Conduct are to be handled, including the role of an Independent Person, the appeals process and can also include a local standards committee. The internal resolution procedure should be proportionate, allow for members to appeal allegations and decisions, and allow for an escalating scale of intervention. The procedure should be voted on by the council as a whole.

In the case of a non-criminal breach of the Code, the following escalating approach can be undertaken.

If the breach is confirmed and of a serious nature, action can be automatically escalated.

1. an informal discussion with the monitoring officer or appropriate senior officer
2. an informal opportunity to speak with the affected party/ies
3. a written apology
4. mediation
5. peer support
6. requirement to attend relevant training
7. where of a serious nature, a bar on chairing advisory or special committees for up to two months
8. where of a serious nature, a bar on attending committees for up to two months.

Where serious misconduct affects an employee, a member may be barred from contact with that individual; or if it relates to a specific responsibility of the council, barred from participating in decisions or information relating to that responsibility.

Endnotes

1. CSPL recommend that “Section 27(2) of the Localism Act 2011 should be amended to state that a local authority’s code of conduct applies to a member when they claim to act, or give the impression they are acting, in their capacity as a member or as a representative of the local authority”.
2. CSPL recommend that “councillors should be presumed to be acting in an official capacity in their public conduct, including statements on publicly accessible social media. Section 27(2) of the Localism Act 2011 should be amended to permit local authorities to presume so when deciding upon code of conduct breaches.”
3. Subject to footnotes 1 and 2 above
4. See CSPL website for further details www.gov.uk/government/news/the-principles-of-public-life-25-years
5. ACAS’s definition of bullying

Appendices

Code Appendix A

The principles are :

Selflessness

Holders of public office should act solely in terms of the public interest.

Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

Honesty

Holders of public office should be truthful.

Leadership

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

Code Appendix B

Registering interests

1. Within 28 days of this Code of Conduct being adopted by the council or your election or appointment to office (where that is later) you must register with the Monitoring Officer the interests which fall within the categories set out in Table 1 (Disclosable Pecuniary Interests) and Table 2 (Other Registerable Interests).
2. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest in Table 1 or 2, or of any change to a registered interest, notify the Monitoring Officer.

Declaring interests

3. Where a matter arises at a meeting which directly relates to an interest in Table 1, you must declare the interest, not participate in any discussion or vote on the matter and must not remain in the room unless granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.
4. Where a matter arises at a meeting which directly relates to an interest in Table 2, you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.

5. Where a matter arises at a meeting which directly relates to your financial interest or well-being (and is not a Disclosable Pecuniary Interest) or a financial interest or well-being of a relative or close associate, you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.
6. Where a matter arises at a meeting which affects –
 - a. your own financial interest or well-being;
 - b. a financial interest or well-being of a friend, relative, close associate; or
 - c. a body covered by table 1 below

you must disclose the interest.

7. Where the matter affects the financial interest or well-being to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.

Table 1: Disclosable Pecuniary Interests

Subject	Description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain. [Any unpaid directorship.]
Sponsorship	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred by him/her in carrying out his/her duties as a councillor, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992 .
Contracts	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the council — (a) under which goods or services are to be provided or works are to be executed; and
	(b) which has not been fully discharged.
Land and Property	Any beneficial interest in land which is within the area of the council. ‘Land’ excludes an easement, servitude, interest or right in or over land which does not give the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (alone or jointly with another) a right to occupy or to receive income.
Licences	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer.
Corporate tenancies	Any tenancy where (to the councillor’s knowledge)— (a) the landlord is the council; and (b) the tenant is a body that the councillor, or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.
Securities	Any beneficial interest in securities* of a body where— (a) that body (to the councillor’s knowledge) has a place of business or land in the area of the council; and (b) either— (i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the councillor, or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

*'director' includes a member of the committee of management of an industrial and provident society.

*'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

Table 2: Other Registerable Interests

Any Body of which you are a member or in a position of general control or management and to which you are appointed or nominated by the council;	
Any Body—	(a) exercising functions of a public nature;
	(b) directed to charitable purposes; or
	(c) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union)
of which you are a member or in a position of general control or management.	



Local Government Association

18 Smith Square
London SW1P 3HZ

Telephone 020 7664 3000

Fax 020 7664 3030

Email info@local.gov.uk

www.local.gov.uk

© Local Government Association, May 2020

For a copy in Braille, larger print or audio,
please contact us on 020 7664 3000.
We consider requests on an individual basis.

REF 11.197