

# **Brixworth Parish Council**

# Councillors are hereby summoned to attend the Parish Council meeting to be held on Tuesday 29th June 2021 starting at 7:15pm

Brixworth Community Centre and Library, Spratton Road, Brixworth

Public & Press are welcome to attend.

\*We will be operating social distancing at this meeting\*

# **AGENDA**

Supporting Papers

- 1. Welcome
- 2. Apologies for absence and acceptance of any apologies for absence
  - 2.1 Consider any received apologies.
- 3. Declarations of Interest
  - 3.1 Members' declarations of interests on agenda items only
- 4. Agree and sign the minutes of previous meeting:
  - 4.1 Parish Council Annual Meeting of 26th May 2021

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- 5. Public Open Forum Session
  - 5.1 This is an opportunity for parish residents and members of other Councils, once recognised by the Chairman, to make brief representations or ask questions of the Parish Council. Each will be allowed three (3) minutes to address the Parish Council via the Chairman. This open session is limited to 15 minutes.
  - 5.2 Although the Parish Council will endeavour to answer all questions put to it, persons asking questions should not expect immediate answers, but rather a formal written response in due course.
  - 5.3 Those who wish to comment on an agenda item are encouraged to do so at this time or they may ask the Chairman to be allowed to speak when the subject is raised.

# **PART ONE - FOR DECISION**

- 6. Finance
  - 6.1 Consider the payments for June 2021

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7.	Co-option of Parish Councillors 7.1 Consider the co-option of up to five Parish Councillors.	С
	7.1 Consider the co-option of up to live Parish Councillors. 7.2 Consider dispensation for the co-opted Councillors relating to Community Centre business	C
8.	<ul> <li>8.1 Consider the following appointments: <ul> <li>Vice Chair of the Planning Committee</li> <li>Two vacancies on the Media &amp; Communications Committee</li> <li>Vice Chair of the Media &amp; Communications Committee</li> <li>Two vacancies on the Finance Working Group</li> <li>Two vacancies on the Personnel Working Group</li> <li>One vacancy on the Community Centre Indoor Sports Working Group</li> <li>One vacancy on the Legal (Assets) Working Group</li> <li>One vacancy on the Strategic Planning Working Group</li> <li>One vacancy – Village Hall Representative</li> <li>One Vacancy – Highways &amp; Transport – including rights of ways and highway trees</li> <li>One vacancy – Armed Services Liaison</li> </ul> </li> </ul>	
9.	Queens Platinum Jubilee - 3rd to the 6th of June 2022.  9.1 Consider planting trees to mark the Queens Jubilee (Planting phase will be from October 2021 to April 2022)  9.2 Consider involvement in other celebration activities within the Parish	D
10.	Ground Floor Office, Community Centre & Library, Spratton Road.  10.1 Consider the options to operate a Parish Office/ Information Point from the Community Centre	E
11.	Brixworth Cricket Club Legal Agreement 11.1 Consider the legal agreement for a 25 year lease at St David's Recreation Ground	F
12.	Annual Review of Documents  12.1 Consider the adoption of the following key documents:  • Members Model Code of Conduct  • Standing Orders  • Financial Regulations	G
13.	Energy Contract – The Ashway  13.1 Consider an energy supplier to supply electricity to The Ashway Changing Rooms.	Н
14	Litter Bins 14.1 Consider using a standardised litter bin on Parish Council land.	ı
15.	Summer Play Sessions 15.1 Consider the provision of 'summer holiday open play sessions' within Brixworth at a cost of £363 per session. (Ten sessions) – (Councillor Compton)	J
16.	ROSPA Reports 16.1 Consider the annual playground inspection reports and confirm actions.	K
17.	Street Lighting 17.1 Consider replacing the lanterns of 8 street lights (Parish Council owned)	L

# 18. Parish Council Surgeries

18.1 Consider the reintroduction of Parish Council Surgeries from 4th September 2021

# **PART TWO - FOR INFORMATION**

19.	Finan	$\sim$
1.7	FILIALI	1.6

19.1 Receive the rolling budget 21/22	N
19.2 Receive the Bank Reconciliation Report	N
19.3 Receive the statement of the Parish Council's Reserves	C

## 20. Community Safety

20.1 Note the reported crime data for Brixworth for April 2021	Р
20.2 Note the data downloaded from the Parish Council's Speed Indicator Device. (SID)	Q

## 21. Planning

04.4 Describe the planning decisions for May 0004	
21.1 Receive the planning decisions for May 2021	R
21.1 Receive the minutes of the Planning Committee of 4th May 2021	S
21.3 Receive the minutes of the Planning Committee of 24th May 2021	

# 22. Parish Clerks Report

22.1 Receive the Parish Clerk's Report

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# 23. General Correspondence

23.1 Note the Correspondence listed at Appendix U

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# 24. Dates of Future Meetings

24.1 To note the dates of the next cycle of meetings.

- Media & Communications 14<sup>th</sup> July 2021
- Planning 26<sup>th</sup> July 2021
- Parish Council 29<sup>th</sup> July 2021

## **PART THREE - CONFIDENTIAL**

# 25. Exclusion of the press and public

25.1 Consider the exclusion of the press and public from the meeting as it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted. This is in accordance with the Public Bodies (Admission to meetings) Act 1960

# If necessary -

## Suspension of Standing Order 2 (x)

25.2 Paragraph 2 (x) of the Standing Orders states that a meeting should not exceed a period of 2.5 hours. If necessary consider suspending Standing Order 2 (x) to enable the meeting to extend beyond 9:45pm should this be needed

# The Press & Public will be requested to leave the meeting (subject to 26.1)

## 26. Legal Matters

26.1 Receive any legal updates and consider any actions to be taken.

<sup>\*</sup>Subject to change because of limited availability of COVID safe rooms

# 27. Staffing

27.1 Consider the existing staffing structure and agree any necessary changes.

# The Press & Public to be invited back into the meeting

# **PART FOUR - URGENT MATTERS**

# 28. Urgent matters for report only

Business must be urgent and must be notified to the Chairman before the meeting.

Mr Peter Rowbotham Clerk to the Council 17th June 2021 10 Shelland Close Market Harborough Leicestershire LE16 7XU Tel: 079 8314 1786

**Email:** parish.clerk@brixworthparishcouncil.gov.uk **Web Site:** www.brixworthparishcouncil.gov.uk







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## Members of the Parish Council

Councillor Sandra Moxon (Chairman) Councillor Jackie Bird (Vice Chairman)
Councillor Ian Barratt, Councillor Neal Brown, Councillor Elaine Coe, Councillor James Collyer,
Councillor Lynne Compton, Councillor Tom Mitchell, Councillor Kevin Parker,





# **Brixworth Parish Council**

# Minutes of the meeting held on Wednesday 26th May 2021

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

# In Attendance:

Councillors: Councillor Sandra Moxon, Councillor Jackie Bird, Councillor Neal Brown, Councillor Elaine

Coe, Councillor Lynne Compton, Councillor Tom Mitchell, and Councillor Kevin Parker.

**Apologies:** Councillor Ian Barratt and Councillor James Collyer

Absent:

Also Present: Peter Rowbotham (Clerk)

Councillor Jonathan Harris, West Northamptonshire Council

Members of the Public:

3

# 21/5447 Welcome

Councillor Moxon welcomed everyone to the meeting of the Parish Council. She advised attendees of the evacuation procedures and that the meeting was being recorded. Councillor Moxon recorded her thanks to the former Councillors who had recently served the Brixworth community but who had recently stood down.

# 21/5448 Apologies for Absence

Apologies for absence had been received from Councillor Barratt and Councillor Collyer. These were received by the meeting. Proposed by Councillor Brown and seconded by Councillor Parker. Unanimous.

# 21/5449 Declarations of Interest

None declared.

## 21/5450 Minutes of Previous Meeting (19th May 2021)

The minutes of the meeting held on 19th May 2021 were agreed as a true and accurate record. This was proposed by Councillor Brown and seconded by Councillor Parker.

# 21/5451 Public Open Forum

Councillor Harris (WNC) outlined changes to the new constitution which had incorporated a new planning scheme of delegation which would mean that a call-in was now only available to the elected members of the West Northamptonshire Council.

# 21/5452 Finance - Transactions including Payments for Approval - May 2021

The list of financial transactions and payments for May 2021 was approved by the Parish Council. All invoices for payment had been examined, verified, and certified by the Parish Clerk in accordance with the Financial Regulation 5.3. This was proposed by Councillor Brown and seconded by Councillor Compton. Unanimous.

			Net Amount	VAT	Total	Powers
			£	£	£	
	Direct Debit Payment	ts - Financial Reg 6.7				
01	Peninsula Business Systems	Support Services (29th April)	271.62	54.32	325.94	LGA 1972 s111
02	E. ON	Elec monthly - Ashway Changing Rooms (4th)	136.19	6.81	143.00	PHA 1875 s164
03	Lex Autolease	Lease Van (4th)	239.58	47.91	287.49	LGA 1972 s111
04	TalkTalk Business	Broadband (10th)	51.74	10.35	62.09	LGA 1972 s111
05	EE Limited	Mobile Phone (15th)	18.95	3.79	22.74	LGA 1972 s111
	Retrospective Payme	ents - Financial Reg 5.5. (Via BA	CS)			
06	Trade UK Screwfix	Groundsman's equipment	35.33	7.07	42.40	LGA 1972 s111
	Debit Card Payments	(Online purchase) - Financial F	Regs 6.10 & 6	.19		
07	Buyaplan.co.uk	Plan for planning application	37.99	7.60	45.59	PHA 1936 s87
80	Planning Portal	Planning application fees	140.33	4.67	145.00	PHA 1936 s87
	Payments Processed	this month but agreed last mor	nth - Financia	al Regulation	on 5.2 (via B	ACS)
	Nil		0.00	0.00	0.00	
	Payments for approv	al - Financial Regulation 5.2 (via	BACS)			
09	Staff	Net Salaries and Wages (5- week month)	4,297.19	0.00	4,297.19	LGA 1972 s112
10	HMRC	PAYE	1,193.87	0.00	1,193.87	LGA 1972 s112
11	LGSS	Pension Scheme	694.77	0.00	694.77	LGA 1972 s112
12	Peter Rowbotham	Employment Related Expenses	69.20	0.00	69.20	LG(FP)A 1963 s5
13	R&G	Grounds Maintenance Contract	1,827.00	365.40	2,192.40	PHA 1875 s165
14	AH Blason & Son	Fuel	108.08	21.61	129.69	LGA 1972 s111
15	Bakers Waste	Trade Waste at St David's	62.76	12.56	75.32	PHA 1875 s164
16	Tradepoint Screwfix	Paint for Tommy's - Community Centre Wall	4.99	1.00	5.99	LGA 1972 s137
17	Tradepoint B&Q	Support for fence - Ashway Rec	11.67	2.33	14.00	PHA 1875 s165
18	NCALC	Training Session	44.00	0.00	44.00	LGA 1972 s175
19	WG Law	Professional Fees	2,477.78	495.56	2,973.34	LGA 1972 s222

20	Wave	Water Bill - The Ashway Changing Rooms	55.83	0.00	55.83	LG(MP)A 1976 s19
21	Sage	Payroll System	195.00	39.00	234.00	LGA 1972 s111
22	Twenty10 Printers	Neighbourhood Plan - Reprint	384.00	76.80	460.80	TCPA 1990 s61f (1&2)
23	Lovells	Operational Materials	51.39	10.28	61.67	LGA 1972 s111
24	Living Wage Foundation	Accreditation	60.00	12.00	72.00	LGA 1972 s111
	Cheque Payments					
	Nil		0.00	0.00	0.00	
	Total Expenditure this	month to date	12,469.26	1,179.06	13,648.32	
	<b>D</b> 14					
	Receipts		T		· · · · ·	1.04.4070
25	Nat West	Interest (30th April)	1.54	0.00	1.54	LGA 1972 s111
26	West Northants Council	Grant for wildflowers	950.00	0.00	950.00	HA 1980 s96
27	West Northants Council	Precept Payment 1 of 2	83,230.00	0.00	83,230.00	LGA 1972 s111
ļ	Total Income this mor	nth	84,181.54	0.00	84,181.54	
					·	
	Bank Transfer - Capita	al to Revenue			T	T
28	Realign Account with budget		0.00	0.00	0.00	LGA 1972 s111
	Total transferred to re	venue this month	0.00	0.00	0.00	
	Bank Transfer - Rever	nue to Capital				
29	Realign Account with budget		0.00	0.00	0.00	LGA 1972 s111
	Total transferred to ca	apital this month	0.00	0.00	0.00	

## 21/5453 Finance - Internal Audit Report

The Parish Council had considered the findings contained within the Internal Auditors report. The issues raised within the report had initially been raised by the Parish Clerk in his discussions with the Auditor. It was agreed that these matters now be discussed in detail by the Finance Working Group and its subsequent recommendations be fed back to the Parish Council for consideration. This was proposed by Councillor Brown and seconded by Councillor Compton. Unanimous.

## 21/5454 Finance - Annual Governance Statement 2020 /2021

The Parish Council reviewed the Annual Governance Statement for 2020/2021. The form was subsequently completed and agreed by the Parish Council. The Chairman of the Parish Council signed the completed document. This was proposed by Councillor Coe and seconded by Councillor Compton. Unanimous.

# 21/5455 Finance - Accounting Statement 2020/ 2021

The Accounting Statement for 2020/ 2021 had been circulated. The Parish Council agreed to approve the Accounting Statement. The Chairman of the Parish Council signed the completed document This was proposed by Councillor Brown and seconded by Councillor Bird. Unanimous.

# 21/5456 Finance - Exercise of Public Rights

The Parish Council noted that the dates for the exercise of public rights had been set for 14th June 2021 to 23rd July 2021. (inclusive)

## 21/5457 Finance -Rolling Budget

The rolling budget for May 2021 had been circulated for information. The report was received by the Parish Council. There were no issues or concerns.

## 21/5458 Finance - Bank Reconciliation Report

The Bank Reconciliation report as of 30<sup>th</sup> April 2021 was noted by the Council. The Revenue (Current) account indicated a balance of £66,656.26. The Capital (Reserve) account indicated a balance of £187,143.33.

# 21/5459 Finance - Parish Council's Reserves

The Statement of Reserves was received by the Parish Council. There was £53,557.10 held within Restricted Funds and £171,793.37 within Earmarked Reserves. General Reserves was indicated at £91,489.22 (55% of the precept) The s106 money agreed and held by Daventry District Council for the St David's projects was £171,250. The s106 funding for indoor sport identified for the Community Centre and held by the Daventry District Council was £72,634.

## 21/5460 Community Safety - Crime Data

The Parish Council noted the latest available crime data which had been released for March 2021. There had been 28 reported crimes compared to 30 in 2019 and 24 in 2018.

# 21/5461 Community Safety - Speed Indicator Device (SID)

The data from the Speed Indicator Device (Harborough Road outbound) was noted by the Parish Council.

# 21/5462 Planning - Decisions for April 2021

The Parish Council noted the list of planning decisions issued by the Local Planning Authority during April 2021.

# 21/5463 Planning - Committee Minutes for 19th April 2021

The Parish Council received the minutes of the Planning Committee of 19th April 2021.

## 21/5464 Parish Clerks Report

The Parish Council received the report of the Parish Clerk.

# 21/5465 Correspondence

The recent correspondence was noted by the Parish Council.

Number	Subject	From
01	Adoption of Streets – The Ashway Estate	West Northants Council
02	Open Letter to Councillors	Chair NALC
03	Football pitch – swearing	Resident
04	Weedkiller	Resident

## 21/5466 Dates of Future Meetings

Note - These meeting dates may be subject to change because of Government advice and the availability of COVID secure premises.

- Planning 7<sup>th</sup> June 2021
- Media & Communications 9th June 2021
- Council 24<sup>th</sup> June 2021

# 21/5467 Exclusion of Press and Public

The Parish Council agreed to exclude the press and public from the meeting as it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted. This was in accordance with the Public Bodies (Admission to meetings) Act 1960. This was proposed by Councillor Moxon and seconded by Councillor Compton. Unanimous.

The meeting was in closed session from 8.10pm

# 21/5468 Legal Matters

The Parish Council received a further update regarding the County Court case. The Parish Council agreed that, subject to legal clarification, applications be made to the County Court as outlined in paragraphs 3 & 4 of the advice provided by WG Law. This was proposed by Councillor Brown and seconded by Councillor Mitchell. Unanimous.

The meeting was back in open session from 8:50pm

# 21/5469 Urgent Matters

None

The meeting finished at 8:50pm

Signed as a true and accurate record.

Councillor Sandra Moxon Chairman Brixworth Parish Council 24th June 2021 Peter Rowbotham Parish Clerk Brixworth Parish Council 10th June 2021

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# **Brixworth Parish Council - Financial Transactions**



	-	<u>June 2021</u>	Net Amount	VAT	Total	Powers
			£	£	£	
	Direct Debit Payments - Finan	cial Reg 6.7			•	•
01	Peninsula Business Systems	Support Services (1st June)	271.62	54.32	325.94	LGA 1972 s111
02	E.ON	Elec monthly - Ashway Changing Rooms (1st)	136.19	6.81	143.00	PHA 1875 s164
03	Lex Autolease	Lease Van (1st)	239.58	47.91	287.49	LGA 1972 s111
04	TalkTalk Business	Broadband (10th)	52.95	10.59	63.54	LGA 1972 s111
05	EE Limited	Mobile Phone (15th)	19.51	3.90	23.41	LGA 1972 s111
	Retrospective Payments - Fina	ancial Reg 5.5. (via BACS)			•	
06	Staff	Net Salaries and Wages (4 week month )	3,667.18	0.00	3,667.18	LGA 1972 s111
	Debit Card Payments (On line	purchase) - Financial Regs 6.10 & 6.19				
07	Amazon	Projector Cable	10.62	2.12	12.74	LGA 1972 s111
80	Fenland Play Equipment	Gate stop - playground	20.50	4.10	24.60	PHA 1875 s164
09	Amazon	Projector Cable	12.40	2.48	14.88	LGA 1972 s111
10	Zephyr	Replacement Union Flag	117.70	23.54	141.24	LGA 1972 s133
11	Royal Mail	Postage	0.85	0.00	0.85	LGA 1972 s111
12	02	Top up mobile phone	16.67	3.33	20.00	LGA 1972 s111
	Payments Processed this mor	nth but agreed last month - Financial Regulation	5.2 (via BACS	6)	•	
	Nil		0.00	0.00	0.00	
	Payments for approval - Finan	icial Regulation 5.2 (via BACS)			•	
13	HMRC	PAYE	1,190.47	0.00	1,190.47	LGA 1972 s112
14	LGSS	Pension Scheme	694.77	0.00	694.77	LGA 1972 s112
15	Peter Rowbotham	Employment Related Expenses	80.00	0.00	80.00	LG(FP)A 1963 s5
16	R&G	Grounds Maintenance Contract	516.00	103.20	619.20	PHA 1875 s165
17	AH Blason & Son	Fuel	77.17	15.43	92.60	LGA 1972 s111
18	Bakers Waste	Trade Waste at St David's	51.76	1.34	53.10	PHA 1875 s164
19	Tradepoint B&Q	Combination Lock - The Ashway Rec Gate	5.83	1.17	7.00	PHA 1875 s164
	Tradepoint Screwfix	Groundmans Materials	35.33	7.07	42.40	LGA 1972 s111
21	Parish Council Websites	Web Site Hosting	180.00	36.00	216.00	LGA 1972 s111
22	Brampton Valley Group	Annual Tree Maintenance	815.00	163.00	978.00	PHA 1875 s164
_	Brixworth Bulletin	Four Page Advertisement	350.00	0.00	350.00	LGA 1972 s142
24	Chubb	The Ashway Changing Rooms Emergency Lights	175.39	35.08	210.47	PHA 1875 s164
25	ESPO ESPO	Office Stationery	23.30	4.66	27.96	LGA 1972 s111
	EON	Footway Lighting - Maintenance	28.28	5.66	33.94	PCA 1957 s3
27	ROSPA	Play Equipment Inspections	274.00	54.80	328.80	PHA 1875 s164
	Cheque Payments	, , , ,	l I		I	I.
	Nil		0.00	0.00	0.00	
	Total Expenditure this month	to date	9,063.07	586.51	9,649.58	
	Receipts					
28	Nat West	Interest (28th May)	1.46	0.00	1.46	LGA 1972 s111
20 29	Amazon	Credit - returned cable	10.62	2.12	12.74	
	HMRC	VAT Repayment	5,926.56	0.00	5,926.56	LGA 1972 s111
JU	Total Income this month	I va i vehavillelir	5,926.56	2.12	5,920.36	VAT Act 1994 s33
			J,330.04	2.12	J,34U.10	
	Bank Transfer - Capital to Rev	renue				T
	Realign Account with budget		0.00	0.00	0.00	LGA 1972 s111
	Total transferred to revenue the		0.00	0.00	0.00	
	Bank Transfer - Revenue to Ca	apital		· ·		
31	Realign Account with budget		35,167.04	0.00	35,167.04	
	Total transferred to capital thi	s month	35,167.04	0.00	35,167.04	

All invoices for payment have been examined, verified and certified by the Parish Clerk (Financial Reg 5.3)

Signed	
Parish Clerk	
Signed	
Auth Signatory 1	
Signed	
Auth Signatory 2	
Date	

# Paper D – Report to the Brixworth Parish Council on 29th June 2021



# **Queens Platinum Jubilee**

To mark and celebrate Her Majesty The Queen's Platinum Jubilee next year every Town and Parish Council in Northamptonshire has been invited through The Queen's Green Canopy initiative to "Plant a Tree for the Jubilee" as part of a nationwide celebration.

The project will see all counties of the United Kingdom creating a network of individual or specimen trees, avenues, copses and woodlands in honour of The Queen's 70 years of service to the Nation. There is already great interest in this project across the county and whether Brixworth Parish Council plants a single specimen tree, a row of trees or an avenue, the Platinum Jubilee will offer an opportunity for people to unite in celebration of The Queen's lifetime of service and encourage people to come together with the common purpose of "greening" their local environments.

In terms of timings the first planting phase will be from October 2021 to April 2022 and the Platinum Jubilee Official National Celebration Weekend is on the 3rd to the 6th of June 2022.

All trees planted by the Parish Council will now include for the provision of extra strong tree supports and guards to reduce the risk of vandalism. The trees will be planted by R&G, the Parish Council's chosen Grounds Maintenance Contractor.

A resident has already contacted the Parish Council suggesting planting some trees around the edge of the St David's playing field opposite the T Junction to Brampton Way. This would be subject to a highways licence. There are also options at The Ashway and the St David's Recreation Grounds. Both are in the ownership of the Parish Council.

The Parish Council has a budget of £17,656.23 for community projects.

## Recommendation

The Parish Council is asked to whether it wishes to plant trees for the Queens Jubilee, and if so, recommend appropriate sites.

# Paper E – Report to the Brixworth Parish Council on 29th June 2021



# Ground Floor Office, Community Centre & Library, Spratton Road

The Community Centre has a ground floor office which is let via a licence from the Northants County Council – now West Northants Council. This is a ten-year agreement from 1<sup>st</sup> April 2012. The office can be used for the provision of community services and information only. There are no sales allowed from the Office.

It is currently managed in conjunction with the Community Centre by the volunteer Centre Manager. This matter was discussed at a recent Community Centre Trust meeting and the information provided by the Community Centre Manage is now attached to this report.

Following several months of closure because of COVID the Information Point is now open again staffed by volunteers on two mornings per week. (2 x 3 hours) The most popular requested item from the Information Point is the provision of bus timetables. It should be noted that there is a notable shift in recent years from reliance on leaflets and more on internet content and mobile phone apps. This web/app information is both current and easily printable, and also more environmentally friendly. Reliance on the web reduces the need to update leaflets and dispose of outdated material.

The Parish Council carries the cost of the telephone and broadband services. The Church carries the cost of the computer, printer, photocopier, training, CRB checks and insurance. The current IT equipment is outdated and is in urgent need of replacement.

With the existing Parish Clerk leaving there is an opportunity to maximise the use of the Office. The Office, on the condition that the licence is extended, could be used by the Parish Clerk and the Assistant to the Parish Clerk thereby removing the need for home working. This would enable a 5 day week service whilst reducing costs of home working allowances. Parish Council post would be delivered to the office and the landline number would become the Parish Council main contact number. The service could be topped up by volunteers if required (although demand, post COVID is unknown) with Saturday opening a possibility.

Using Parish Council staff would provide a more consistent level of customer service on a 5 day basis.

The more popular leaflets could be stored outside of the Office in the foyer to allow easy access for when the Office is closed but the Centre/Library was open.

## Recommendation

The Parish Council is asked to consider the following options –

- 1. Use the existing the Information Point as a workplace and registered office for the Parish Council in addition to office maintaining its Information Point role.
- 2. Use the existing the Information Point as a workplace and office for the Parish Council but supplemented by volunteers. (i.e. Saturdays)
- 3. Continue the service using volunteers and the existing home working arrangements for Parish Council continue.

# Brixworth Information Point – Report from the Community Centre Manager

I thought I would put a few thoughts on paper regarding the future for Brixworth Information Point (BIP).

Firstly, there will be a few new Parish Councillors who have very little idea of the history of BIP.

Brixworth Library and Community Centre was built as a gift to the people of Brixworth by the Robert Horne Foundation on land owned by the County Council. It opened in 1999 and it was always going to incorporate an Information Service Office run by Daventry District Council. Northamptonshire County Council took ownership of the building as the largest part was the library and they owned the land. Brixworth Parish Council agreed a lease for the community side of the building and agreed with Brixworth Christian Fellowship (now Brixworth Community Church) that they should run the coffee shop. BCF agreed to manage the building in conjunction with the Parish Council, and have done ever since.

DDC ran the office and employed 3 part-time staff opening 5 days a week at the start. They then cut staff back to 3 days a week opening. In December 2011 DDC informed NCC and myself that they intended to close the office as part of their cuts generally.

NCC were keen at first to use the office to generate income and a surveyor looked to negotiate a deal with a local estate agent to rent out the office. However, the day after DDC moved out, I moved in and redecorated the office from a dingy dark green to white walls. I also reminded NNC that the building was a gift to the village, as since then they have not pursued the idea. More recently, the Parish Council has signed an agreement with NCC to manage the office for community benefit. I was able to negotiate with DDC for them to leave all their furnishings, filing cabinets etc for community use.

As I explained to the Parish Council in early 2012, the vision for the office when DDC left was one of shared community use. The Parish Council should have use of the office for the Parish Clerk, the church would provide the bulk of the volunteers, and provide financial support. This has seen the church pay for the installation of the defibrillator, and for the computer and printer. The church also paid for the regular CRB Checks (now DBS Checks) on all volunteers. Church volunteers designed the Information Point logo. Most recently, the church paid for the freezer for the Brixworth Foodshare. The P.C. has paid for the telephone line.

A vital part of the vision has been the regular opening of the office to the public, often 6 days a week, including Saturday mornings when there has been no PC surgery. We have stocked a range of local tourist information and leaflets. Among the most popular items have been the local bus timetables, blue plaque trail guides and village maps. When volunteers have not been able to fully deal with enquiries, we have regularly brought in specialists from both Daventry and Kettering Citizens' Advice Bureaus. Regular debt counselling sessions have been organized.

The community has been fully involved. The IP has sold tickets for the Music Festival, been a point to view planning applications, is a base for the loan of the wheelchair (donated) has been a point to meet the Police Community Support Officer, and has provided answers to hundreds of

enquiries from residents about everything from bin collections to broken boilers. Recently a local student designed, made and donated the leaflet display unit outside the entrance. The Village Welcome Pack has been written and published by volunteers from the IP. Its printing costs have been covered by a grant from the National Lottery. The Pack has been revised 4 times and is due a further update.

Our volunteers have given hundreds pf hours of their time. A typical volunteer has spent 6 years of Thursday mornings in the IP and the afternoons volunteering in the Olive Branch.

The IP has been closed for 14 months due to the pandemic. During this time we have seen the disappearance of NCC and DDC and the creation of WNC. Our contact details need updating and many Brixworth organisations have changed. The public needs to be informed of our opening plans and the PC website details need updating.

How does the PC view the future of the Information Point?

Two of our volunteers have been so keen to re-start back that they have asked to work on Tuesday and Friday mornings, starting from 18<sup>th</sup> March. Judging from the response to my enquiry last meeting, it seems that the Parish Council has its own plans for the future. Perhaps we could open the office to the public each morning, with a combination of volunteers and paid PC employees, but leave the door closed in the afternoons for confidential work?

If the PC does not want volunteers involved, will it write and thank them that their services are not needed? I am content to continue in a co-ordinating role for the IP if required.

Mike Nice

# Talk to tollers



DATED: 2021

# **LEASE**

# **Relating To**

Part of St Davids playing fields, Froxhill Crescent, Brixworth, Northamptonshire

**Brixworth Parish Council** 

and

**Brixworth Cricket Club Limited** 

Reference: SCH/313908.001

Date: 13 May 2021

www.tollers.co.uk

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

NN48637 and NN39455

LR3. Parties to this lease

Landlord

BRIXWORTH PARISH COUNCIL of 10 Shelland Close, Market Harborough, Leicestershire, LE16

**Tenant** 

BRIXWORTH CRICKET CLUB LIMITED

incorporated and registered in England and Wales with company number 06498941 whose registered

office is at 8 Stone Hill Way, Brixworth,

Northamptonshire, NN6 9LW

Other parties

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 the definition of "Property" in Clause 1.1 of this

Lease.

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.

None

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

None

leased

LR6. Term for which the Property is The term specified in the definition of "Contractual Term" in Clause 1.1. of this lease.1

LR7. Premium

None

disposing of this lease

LR8. Prohibitions or restrictions on This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements set out in clause 3 of this Lease are granted by this Lease for the benefit of the Property.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements set out in clause 4 of this Lease are granted or reserved over the Property for the benefit of other property..

LR12. Estate rentcharge burdening None. the Property

LR13. Application for standard form None of restriction

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable.

# **CONTENTS**

CLAL	JSE	
1.	Interpretation	1
2.	Grant	4
3.	Ancillary rights	4
4.	Rights excepted and reserved	5
5.	Third Party Rights	6
6.	Annual Rent and other payments	6
7.	Rent review	7
8.	Additional rent	8
9.	Insurance	9
10.	VAT	
11.	Use, repairs and alterations	9
12.	Compensation on vacating	. 10
13.	Compliance with laws	. 10
14.	Prohibition of dealings	
15.	Returning the Property to the Landlord	
16.	Indemnity	
17.	Landlord's covenant for quiet enjoyment	. 12
18.	Re-entry and forfeiture	. 12
19.	Break Clause	. 12
20.	Registration of this Lease	. 13
21.	Entire agreement	. 13
22.	Notices, consents and approvals	. 13
23.	Rights of third parties	. 14
24.	Expert determination	. 14
25.	Governing law	. 15
26.	Jurisdiction	. 15
27.	Local Authority capacity and powers	. 15
28	Evaluation of sections 24 to 28 of the LTA 1054	15

This Lease is dated 2021

## **PARTIES**

(1) BRIXWORTH PARISH COUNCIL of 10 Shelland Close, Market Harborough, Leicestershire, LE16 7XU (the **Landlord**);

(2) BRIXWORTH CRICKET CLUB LIMITED incorporated and registered in England and Wales with company number 06498941 whose registered office is at 8 Stone Hill Way, Brixworth, Northamptonshire, NN6 9LW (the **Tenant**).

#### **AGREED TERMS**

# 1. Interpretation

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

## 1.1 Definitions:

**Annual Rent:** rent at the initial rate of £990.00 per annum exclusive of VAT and then as revised pursuant to this Lease and any additional rent payable pursuant to clause 8.

Base RPI Month: November 2020.

Base Rent: rent of £990.00 per annum.

Break Date: a date which is at least 12 months after service of the Break Notice.

Break Notice: written notice to terminate this lease specifying the Break Date.

**Contractual Term:** a term of years beginning on, and including, the date of this Lease and ending on, and including 2046.

**Conveyance:** a conveyance dated 20 September 1939 made between Martins Bank Limited (1), A Hamson & Son Limited (2) and the Parish Council of Brixworth (3).

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

**Interest Rate:** the base rate from time to time of Barclays Bank, 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 St David's Recreation

Ground, Froxhill Crescent, Brixworth, Northamptonshire as registered at HM Land Registry with title numbers NN48637 and NN39455 and comprised in the Conveyance.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: for playing cricket only.

**Property:** the freehold property at St Davids playing fields, Froxhill Crescent, Brixworth, Northamptonshire shown edged red on the plan attached to this Lease and being part of the land comprised in the Conveyance.

**Rent Payment Dates:** the 1<sup>st</sup> January and the 1<sup>st</sup> August in each year.

Review Date: 1 January 2022 and every anniversary of that date.

RPI: the Retail Prices Index or any official index replacing it.

**Service Media:** all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities, and all structures, machinery and equipment ancillary to those media.

**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 and charges registers of title numbers NN48637 and NN39455 and the matters referred to in the Conveyance.

**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.

- 1.7 A reference to the **end of the term** is to the end of the term however it ends.
- 1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.9 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 quidance made under them.
- 1.10 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.
- 1.11 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 reasonable endeavours to prevent that thing being done by another person.
- 1.12 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.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.14 A reference to writing and written excludes fax and email.
- 1.15 Unless the context requires, references to clauses are to the clauses of this Lease.
- 1.16 Clause headings shall not affect the interpretation of this Lease.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 Unless expressly provided otherwise, the obligations and liabilities of the parties under this Lease are joint and several.

1.20 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.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
  - (a) the Annual Rent and all VAT in respect of it;
  - (b) all interest payable under this Lease; and
  - (c) all other sums due under this Lease.

# 3. Ancillary rights

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
  - (a) the right to use any Service Media that belong to the Landlord and serve the Property; and
  - (b) the right to use the area for the time being forming the outfield for the Permitted Use when playing cricket on the Property; and
  - (c) the right to mow and otherwise maintain such outfield in connection with the use of the Property for the Permitted Use.
- 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 Except as mentioned in this clause 3, neither the grant of this Lease nor anything in it confers any right over the Landlord's Neighbouring Property nor any other 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 or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this Lease.

# 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 and to connect into Service Media on the Property which are in existence at the date of this Lease, or which are installed or constructed during the term, for the benefit of the Landlord's Neighbouring Property;
  - (b) the right to lay, repair, maintain, renew, inspect, replace or reroute any Service Media, on the Property for the benefit of the Landlord's Neighbouring Property;
  - (c) 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;
  - (d) the right to enter the Property 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.
- 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

- 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 in respect of it by two equal instalments in advance on or before the Rent Payment Dates.
- 6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.
- 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 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 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. Rent review

- 7.1 The Annual Rent shall be reviewed on each Review Date to equal the Annual Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this clause.
- 7.2 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 7.3 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 7.4 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Tenant shall continue to pay the Annual Rent at the rate payable immediately before that Review Date. On the date no later than five working days from and including the date that the revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been calculated by the Landlord and notified to the Tenant on or before that Review Date.
- 7.5 Time shall not be of the essence for the purposes of this clause.

- 7.6 Subject to clause 7.7, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
- 7.7 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:
  - (a) the Landlord or the Tenant reasonably believes that any change referred to in clause7.6 would fundamentally alter the calculation of the indexed rent in accordance with this clause 7, and has given notice to the other party of this belief; or
  - (b) it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 7.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI.

7.8 The Landlord and the Tenant shall each bear their own costs in connection with the rent review.

## 8. Additional rent

- 8.1 The parties acknowledge that the Annual Rent is based on the Tenant playing a maximum of 22 cricket matches on the Property in any calendar year.
- 8.2 If the Tenant plays more than 22 cricket matches on the Property in any calendar year, the Annual Rent for that calendar year shall be increased by an amount equal to:

# (A / 22) x B

where:

A = the Annual Rent otherwise payable in that calendar year (taking into account any rent review due pursuant to clause 7).

B = the number of cricket matches in excess of 22 played in that calendar year.

8.3 The additional rent calculated pursuant to clause 8.2 shall be payable on the date no later than five working days from and including the date that the last cricket match is played in that calendar year and in any event, no later than the next Rent Payment Date.

#### 9. Insurance

The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Tenant's use of the Property with a reputable insurance company to provide cover in respect of each and every claim of not less than £10 million.

## 10. VAT

- 10.1 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.
- 10.2 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.

# 11. Use, repairs and alterations

11.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

## 11.2 The Tenant shall not:

- (a) use the Property for the purposes of conducting a trade or business or in connection with any trade or business;
- (b) 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;
- (c) 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;
- (d) permit any trespass on the Property;
- (e) obstruct any public road, footpath, right of way or any means of access to the Property;
- (f) remove any topsoil, turf, stone or gravel from the Property; or

- (g) use the Property for playing cricket outside of the period from 1 April to 30 September (inclusive) in each year except with the prior written approval of the Landlord.
- 11.3 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 and free from obstruction all Service Media on the Property.
- 11.4 The Tenant shall use all reasonable endeavours to keep the Property free from weeds, mole-heaps and to maintain, cultivate, cut and keep it in accordance with good practice and in particular in accordance with the rules of any league or similar organisation to which the Tenant belongs and shall notify the Landlord immediately if the Tenant finds growing on the Property any injurious weeds specified in either the Weeds Act 1959 or the Ragwort Control Act 2003 and shall cooperate with the Landlord to enable the Landlord to remove the injurious weeds.

## 11.5 The Tenant shall not:

- (a) install or re-route any Service Media on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld; or
- (b) make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property; or
- (c) allow any action which may cause pollution to any river, water course or supply of water.

# 12. 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.

# 13. Compliance with laws

- 13.1 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 Service Media at or serving the Property and shall comply with all laws, requirements and recommendations of any suppliers of any services to the Property;
  - (c) any works carried out at the Property; and

- (d) all materials kept at or disposed of from the Property.
- 13.2 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 send the Landlord a copy of the relevant document; and
  - (b) not take any action in relation to the said notice, order, direction or other communication without the prior written consent of the Landlord.
- 13.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

# 14. 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.

# 15. Returning the Property to the Landlord

- 15.1 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.
- 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.

## 16. Indemnity

16.1 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.

# 17. 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.

# 18. Re-entry and forfeiture

- 18.1 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 21 days after becoming payable whether it has been formally demanded or not; or
  - (b) any breach of any condition or tenant covenant of this Lease.
- 18.2 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.

## 19. Break Clause

- 19.1 Either the Landlord or the Tenant may terminate this lease by serving a Break Notice on the other party.
- 19.2 Following service of a Break Notice this lease shall terminate on the Break Date.
- 19.3 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

# 20. Registration of this Lease

#### 20.1 The Tenant must:

- (a) apply to register this Lease at HM Land Registry promptly following the grant of this Lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this Lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.
- 20.2 The Tenant must make an application to HM Land Registry to close the registered title of this Lease promptly following the end of the term, and must:
  - (a) ensure that any requisitions raised by HM Land Registry in connection with its application to close the registered title are responded to promptly and properly; and
  - (b) keep the Landlord informed of the progress and completion of that application.

# 21. 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.

# 22. Notices, consents and approvals

- 22.1 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.
- 22.2 If a notice complies with the criteria in clause 22.1, 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.
- 22.3 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.
- 22.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.
- 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.

- 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.
- 22.7 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.

# 23. 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.

## 24. Expert determination

Any dispute arising out of or in connection with this lease shall be determined by an independent expert, who shall act as an expert and not an arbitrator. The parties shall agree on the appointment of the expert and the terms of the expert's appointment. In the absence of agreement, either party is entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the expert and agree the terms of the expert's

appointment. The parties are entitled to make written submissions to the expert. The expert's fees and any costs incurred by the expert shall be borne by the parties equally or in such other proportions as the expert shall direct.

# 25. 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 and Wales.

# 26. Jurisdiction

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

# 27. Local Authority capacity and powers

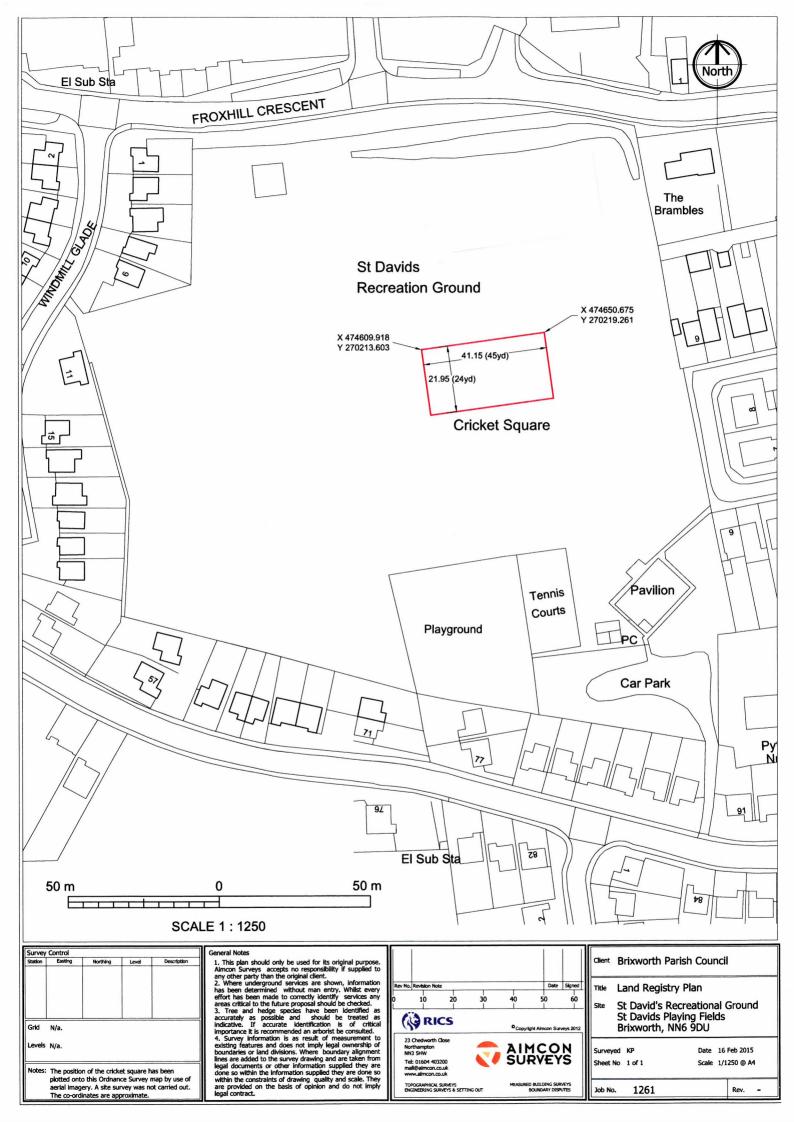
The Landlord enters into this lease solely in its capacity as a landowner in respect of the Property and not in any other capacity. Nothing in this lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

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

- 28.1 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, before this Lease was entered into;
  - (b) [ ] who was duly authorised by the Tenant to do so made a statutory 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.
- 28.2 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 BRIXWORTH PARISH COUNCIL in the presence of an Officer duly authorised for this purpose:	
Signature of council member	
Name	
Signature of council member / clerk	
Name	
Executed as a deed by BRIXWORTH CRICKET	
CLUB LIMITED acting by a duly authorised	
director in the presence of:	Signature
Signature of witness	
Name	
Address	





# <u>Paper G</u> 29<sup>th</sup> June 2021

# <u>Local Government Association</u> Model Councillor Code of Conduct 2020

#### Joint statement

The role of councillor across all tiers of local government is a vital part of our country's system of democracy. It is important that as councillors we can be held accountable and all adopt the behaviors and responsibilities associated with the role. Our conduct as an individual councillor affects the reputation of all councillors. We want the role of councillor to be one that people aspire to. We also want individuals from a range of backgrounds and circumstances to be putting themselves forward to become councillors.

As councillors, we represent local residents, work to develop better services and deliver local change. The public have high expectations of us and entrust us to represent our local area, taking decisions fairly, openly, and transparently. We have both an individual and collective responsibility to meet these expectations by maintaining high standards and demonstrating good conduct, and by challenging behaviour which falls below expectations.

Importantly, we should be able to undertake our role as a councillor without being intimidated, abused, bullied, or threatened by anyone, including the general public.

This Code has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.

#### Introduction

The Local Government Association (LGA) has developed this Model Councillor Code of Conduct, in association with key partners and after extensive consultation with the sector, as part of its work on supporting all tiers of local government to continue to aspire to high standards of leadership and performance. It is a template for councils to adopt in whole and/or with local amendments.

All councils are required to have a local Councillor Code of Conduct.

The LGA will undertake an annual review of this Code to ensure it continues to be fit- for-purpose, incorporating advances in technology, social media and changes in legislation. The LGA can also offer support, training and mediation to councils and councillors on the application of the Code and the National Association of Local Councils (NALC) and the county associations of local councils can offer advice and support to town and parish councils.

#### **Definitions**

For the purposes of this Code of Conduct, a "councillor" means a member or co-opted member of a local authority or a directly elected mayor. A "co-opted member" is defined in the Localism Act 2011 Section 27(4) as "a person who is not a member of the authority but who

- a) is a member of any committee or sub-committee of the authority, or;
- b) is a member of, and represents the authority on, any joint committee or joint subcommittee of the authority;

and who is entitled to vote on any question that falls to be decided at any meeting of that committee or sub-committee".

For the purposes of this Code of Conduct, "local authority" includes county councils, district councils, London borough councils, parish councils, town councils, fire and rescue authorities, police authorities, joint authorities, economic prosperity boards, combined authorities and National Park authorities.

# **Purpose of the Code of Conduct**

The purpose of this Code of Conduct is to assist you, as a councillor, in modelling the behaviour that is expected of you, to provide a personal check and balance, and to set out the type of conduct that could lead to action being taken against you. It is also to protect you, the public, fellow councillors, local authority officers and the reputation of local government. It sets out general principles of conduct expected of all councillors and your specific obligations in relation to standards of conduct. The LGA encourages the use of support, training and mediation prior to action being taken using the Code. The fundamental aim of the Code is to create and maintain public confidence in the role of councillor and local government.

# General principles of councillor conduct

Everyone in public office at all levels; all who serve the public or deliver public services, including ministers, civil servants, councillors and local authority officers; should uphold the Seven Principles of Public Life, also known as the Nolan Principles.

Building on these principles, the following general principles have been developed specifically for the role of councillor.

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

- I act with integrity and honesty
- I act lawfully
- · I treat all persons fairly and with respect; and
- I lead by example and act in a way that secures public confidence in the role of councillor.

# In undertaking my role:

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

# **Application of the Code of Conduct**

This Code of Conduct applies to you as soon as you sign your declaration of acceptance of the office of councillor or attend your first meeting as a co-opted member and continues to apply to you until you cease to be a councillor.

This Code of Conduct applies to you when you are acting in your capacity as a councillor which may include when:

- you misuse your position as a councillor
- Your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a councillor;

The Code applies to all forms of communication and interaction, including:

- at face-to-face meetings
- at online or telephone meetings
- in written communication
- in verbal communication
- in non-verbal communication
- in electronic and social media communication, posts, statements and comments.

You are also expected to uphold high standards of conduct and show leadership at all times when acting as a councillor.

Your Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from your Monitoring Officer on any matters that may relate to the Code of Conduct. Town and parish councillors are encouraged to seek advice from their Clerk, who may refer matters to the Monitoring

#### Standards of councillor conduct

This section sets out your obligations, which are the minimum standards of conduct required of you as a councillor. Should your conduct fall short of these standards, a complaint may be made against you, which may result in action being taken.

Guidance is included to help explain the reasons for the obligations and how they should be followed.

#### **General Conduct**

# 1. Respect

# As a councillor:

- 1.1 I treat other councillors and members of the public with respect.
- 1.2 I treat local authority employees, employees and representatives of partner organisations and those volunteering for the local authority with respect and respect the role they play.

Respect 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 robust but civil manner. You should not, however, subject individuals, groups of people or organisations to personal attack.

In your contact with the public, you should treat them politely and courteously. Rude and offensive behaviour lowers the public's expectations and confidence in councillors.

In return, you have a right to expect respectful behaviour from the public. If members of the public are being abusive, intimidatory or threatening you are entitled to stop any conversation or interaction in person or online and report them to the local authority, the relevant social media provider or the police. This also applies to fellow councillors, where action could then be taken under the Councillor Code of Conduct, and local authority employees, where concerns should be raised in line with the local authority's councillor-officer protocol.

# 2. Bullying, harassment and discrimination

#### As a councillor:

- 2.1 I do not bully any person.
- 2.2 I do not harass any person.
- 2.3 I promote equalities and do not discriminate unlawfully against any person.

The Advisory, Conciliation and Arbitration Service (ACAS) characterises bullying as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient. 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 may not always be obvious or noticed by others.

The Protection from Harassment Act 1997 defines harassment as conduct that causes alarm or distress or puts people in fear of violence and must involve such conduct on at least two occasions. It can include repeated attempts to impose unwanted communications and

contact upon a person in a manner that could be expected to cause distress or fear in any reasonable person.

Unlawful discrimination is where someone is treated unfairly because of a protected characteristic. Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. They are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

The Equality Act 2010 places specific duties on local authorities. Councillors have a central role to play in ensuring that equality issues are integral to the local authority's performance and strategic aims, and that there is a strong vision and public commitment to equality across public services.

# 3. Impartiality of officers of the council

#### As a councillor:

3.1 I do not compromise, or attempt to compromise, the impartiality of anyone who works for, or on behalf of, the local authority.

Officers work for the local authority 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. 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. However, 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.

# 4. Confidentiality and access to information

#### As a councillor:

- 4.1 I do not disclose information:
  - a. given to me in confidence by anyone
  - b. acquired by me which I believe, or ought reasonably to be aware, is of a confidential nature, unless
    - i. I have received the consent of a person authorised to give it;
    - ii. I am required by law to do so;
    - iii. the disclosure is made to a third party for the purpose of obtaining professional legal advice provided that the third party agrees not to disclose the information to any other person; or
    - iv. the disclosure is:
      - 1. reasonable and in the public interest; and
      - 2. made in good faith and in compliance with the reasonable requirements of the local authority; and
      - 3. I have consulted the Monitoring Officer prior to its release.
- 4.2 I do not improperly use knowledge gained solely as a result of my role as a councillor for the advancement of myself, my friends, my family members, my employer or my business interests.
- 4.3 I do not prevent anyone from 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 legally defined 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 local authority must be treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

# 5. Disrepute

#### As a councillor:

# 5.1 I do not bring my role or local authority into disrepute.

As a Councillor, you are trusted 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 you, other councillors and/or your local authority and may lower the public's confidence in your or your local authority's ability to discharge your/its functions. For example, behaviour that is considered dishonest and/or deceitful can bring your local authority into disrepute.

You are able to hold the local authority and fellow councillors to account and are able to constructively challenge and express concern about decisions and processes undertaken by the council whilst continuing to adhere to other aspects of this Code of Conduct.

# 6. Use of position

#### As a councillor:

6.1 I do not use, or attempt to use, my position improperly to the advantage or disadvantage of myself or anyone else.

Your position as a member of the local authority provides you with certain opportunities, responsibilities, and privileges, and you make choices all the time that will impact others. However, you should not take advantage of these opportunities to further your own or others' private interests or to disadvantage anyone unfairly.

## 7. Use of local authority resources and facilities

#### As a councillor:

- 7.1 I do not misuse council resources.
- 7.2 I will, when using the resources of the local authority or authorising their use by

# others:

- a. act in accordance with the local authority's requirements; and
- b. ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of the local authority or of the office to which I have been elected or appointed.

You may be provided with resources and facilities by the local authority to assist you in carrying out your duties as a councillor.

# Examples include:

- office support
- stationery
- equipment such as phones, and computers
- transport

access and use of local authority buildings and rooms.

These are given to you to help you carry out your role as a councillor more effectively and are not to be used for business or personal gain. They should be used in accordance with the purpose for which they have been provided and the local authority's own policies regarding their use.

# 8. Complying with the Code of Conduct

#### As a Councillor:

- 8.1 I undertake Code of Conduct training provided by my local authority.
- 8.2 I cooperate with any Code of Conduct investigation and/or determination.
- 8.3 I do not intimidate or attempt to intimidate any person who is likely to be involved with the administration of any investigation or proceedings.
- 8.4 I comply with any sanction imposed on me following a finding that I have breached the Code of Conduct.

It is extremely important for you as a councillor to demonstrate high standards, for you to have your actions open to scrutiny and for you not to undermine public trust in the local authority or its governance. If you do not understand or are concerned about the local authority's processes in handling a complaint you should raise this with your Monitoring Officer.

# Protecting your reputation and the reputation of the local authority

#### 9. Interests

#### As a councillor:

9.1 I register and disclose my interests.

Section 29 of the Localism Act 2011 requires the Monitoring Officer to establish and maintain a register of interests of members of the authority .

You need to register your interests so that the public, local authority employees and fellow councillors know which of your interests might give rise to a conflict of interest. The register is a public document that can be consulted when (or before) an issue arises. The register also protects you by allowing you to demonstrate openness and a willingness to be held accountable. You are personally responsible for deciding whether or not you should disclose 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 disclosed by you or other councillors when making or taking part in decisions, 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.

You should note that failure to register or disclose a disclosable pecuniary interest as set out in **Table 1**, is a criminal offence under the Localism Act 2011.

**Appendix B sets** out the detailed provisions on registering and disclosing interests. If in doubt, you should always seek advice from your Monitoring Officer.

# 10. Gifts and hospitality

#### As a councillor:

- 10.1 I do not accept gifts or hospitality, irrespective of estimated value, which could give rise to real or substantive personal gain or a reasonable suspicion of influence on my part to show favour from persons seeking to acquire, develop or do business with the local authority or from persons who may apply to the local authority for any permission, licence or other significant advantage.
- 10.2 I register with the Monitoring Officer any gift or hospitality with an estimated value of at least £50 within 28 days of its receipt.
- 10.3 I register with the Monitoring Officer any significant gift or hospitality that I have been offered but have refused to accept.

In order to protect your position and the reputation of the local authority, 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 councillor. The presumption should always be not to accept significant gifts or hospitality. However, there may be times when such a refusal may be difficult if it is seen as rudeness in which case you could accept it but must ensure it is publicly registered. However, you do not need to register gifts and hospitality which are not related to your role as a councillor, such as Christmas gifts from your friends and family. It is also important to note that it is appropriate to accept normal expenses and hospitality associated with your duties as a councillor. If you are unsure, do contact your Monitoring Officer for guidance.

# **Appendices**

# Appendix A - The Seven Principles of Public Life

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 disclose 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.

# Appendix B Registering interests

Within 28 days of becoming a member or your re-election or re-appointment to office you must register with the Monitoring Officer the interests which fall within the categories set out in **Table 1** (**Disclosable Pecuniary Interests**) which are as described in "The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012". You should also register details of your other personal interests which fall within the categories set out in **Table 2** (**Other Registerable Interests**).

"Disclosable Pecuniary Interest" means an interest of yourself, or of your partner if you are aware of your partner's interest, within the descriptions set out in Table 1 below.

"Partner" means a spouse or civil partner, or a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners.

- 1. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest, or of any change to a registered interest, notify the Monitoring Officer.
- 2. A 'sensitive interest' is as an interest which, if disclosed, could lead to the councillor, or a person connected with the councillor, being subject to violence or intimidation.
- 3. Where you have a 'sensitive interest' you must notify the Monitoring Officer with the reasons why you believe it is a sensitive interest. If the Monitoring Officer agrees they will withhold the interest from the public register.

# Non participation in case of disclosable pecuniary interest

- 4. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in **Table 1**, you must disclose the interest, not participate 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 disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.
- 5. [Where you have a disclosable pecuniary interest on a matter to be considered or is being considered by you as a Cabinet member in exercise of your executive function, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it ]

## **Disclosure of Other Registerable Interests**

6. Where a matter arises at a meeting which directly relates to the financial interest or wellbeing of one of your Other Registerable Interests (as set out in Table 2), you must disclose 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 disclose the nature of the interest.

# **Disclosure of Non-Registerable Interests**

- 7. Where a matter arises at a meeting which *directly relates* to your financial interest or well-being (and is not a Disclosable Pecuniary Interest set out in Table 1) or a financial interest or well-being of a relative or close associate, you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you 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 disclose the nature of the interest.
- 8. 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 relative or close associate; or
  - c. a financial interest or wellbeing of a body included under Other Registrable Interests as set out in **Table 2**

you must disclose the interest. In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied

- 9. Where a matter (referred to in paragraph 8 above) affects the financial interest or well-being:
  - a. to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and;
  - b. a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest

You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you 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 disclose the nature of the interest.

10. [Where you have an Other Registerable Interest or Non-Registerable Interest on a matter to be considered or is being considered by you as a Cabinet member in exercise of your executive function, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it]

# **Table 1: Disclosable Pecuniary Interests**

This table sets out the explanation of Disclosable Pecuniary Interests as set out in the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

Subject	Description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
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.
Licenses	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 have a beneficial interest exceeds one hundredth of the
total issued share capital of that class.

<sup>\* &#</sup>x27;director' includes a member of the committee of management of an industrial and provident society.

# **Table 2: Other Registrable Interests**

You must register as an Other Registerable Interest:

- a) any unpaid directorships
- b ) any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority
- c) any body
  - (i) exercising functions of a public nature
  - (ii) directed to charitable purposes or
  - (iii) 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

<sup>\* &#</sup>x27;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.

# Appendix C – the Committee on Standards in Public Life

The LGA has undertaken this review whilst the Government continues to consider the recommendations made by the Committee on Standards in Public Life in their report on <u>Local Government Ethical Standards</u>. If the Government chooses to implement any of the recommendations, this could require a change to this Code.

#### The recommendations cover:

- Recommendations for changes to the Localism Act 2011 to clarify in law when the Code of Conduct applies
- The introduction of sanctions
- An appeals process through the Local Government Ombudsman
- Changes to the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012
- Updates to the Local Government Transparency Code
- Changes to the role and responsibilities of the Independent Person
- That the criminal offences in the Localism Act 2011 relating to Disclosable Pecuniary Interests should be abolished

The Local Government Ethical Standards report also includes Best Practice recommendations. These are:

**Best practice 1**: Local authorities should include prohibitions on bullying and harassment in codes of conduct. These should include a definition of bullying and harassment, supplemented with a list of examples of the sort of behaviour covered by such a definition.

**Best practice 2**: Councils should include provisions in their code of conduct requiring councillors to comply with any formal standards investigation and prohibiting trivial or malicious allegations by councillors.

**Best practice 3**: Principal authorities should review their code of conduct each year and regularly seek, where possible, the views of the public, community organisations and neighbouring authorities.

**Best practice 4**: An authority's code should be readily accessible to both councillors and the public, in a prominent position on a council's website and available in council premises.

**Best practice 5**: Local authorities should update their gifts and hospitality register at least once per quarter, and publish it in an accessible format, such as CSV.

**Best practice 6**: Councils should publish a clear and straightforward public interest test against which allegations are filtered.

**Best practice 7**: Local authorities should have access to at least two Independent Persons.

**Best practice 8**: An Independent Person should be consulted as to whether to undertake a formal investigation on an allegation, and should be given the option to

review and comment on allegations which the responsible officer is minded to dismiss as being without merit, vexatious, or trivial.

**Best practice 9**: Where a local authority makes a decision on an allegation of misconduct following a formal investigation, a decision notice should be published as soon as possible on its website, including a brief statement of facts, the provisions of the code engaged by the allegations, the view of the Independent Person, the reasoning of the decision-maker, and any sanction applied.

**Best practice 10**: A local authority should have straightforward and accessible guidance on its website on how to make a complaint under the code of conduct, the process for handling complaints, and estimated timescales for investigations and outcomes.

**Best practice 11:** Formal standards complaints about the conduct of a parish councillor towards a clerk should be made by the chair or by the parish council, rather than the clerk in all but exceptional circumstances.

**Best practice 12**: Monitoring Officers' roles should include providing advice, support and management of investigations and adjudications on alleged breaches to parish councils within the remit of the principal authority. They should be provided with adequate training, corporate support and resources to undertake this work.

**Best practice 13**: A local authority should have procedures in place to address any conflicts of interest when undertaking a standards investigation. Possible steps should include asking the Monitoring Officer from a different authority to undertake the investigation.

**Best practice 14**: Councils should report on separate bodies they have set up or which they own as part of their annual governance statement and give a full picture of their relationship with those bodies. Separate bodies created by local authorities should abide by the Nolan principle of openness and publish their board agendas and minutes and annual reports in an accessible place.

**Best practice 15**: Senior officers should meet regularly with political group leaders or group whips to discuss standards issues.

The LGA has committed to reviewing the Code on an annual basis to ensure it is still fit for purpose.



# Brixworth Parish Council Standing Orders 2021

Model documents should be tailored to the Council's requirements so long as the amendments are approved formally by the Council and no statutory procedure is omitted



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

# Local decisions are identified by being highlighted in blue

# **INTRODUCTION**

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

#### **RULES OF DEBATE AT MEETINGS**

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

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

#### 1. DISORDERLY CONDUCT AT MEETINGS

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

## 2. MEETINGS GENERALLY

Full Council meetings
Committee meetings

Sub-committee meetings

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

business on the agenda.

- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed 15 minutes unless directed by the chairman of the meeting.
- g Subject to standing order 3(f), a member of the public shall not speak for more than 3 minutes.
- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chairman of the meeting may direct that a written or oral response be given.
- i [A person shall stand when requesting to speak and when speaking (except when a person has a disability or is likely to suffer discomfort)] OR [A person shall raise his/her hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort)]. The chairman of the meeting may at any time permit a person to be seated when speaking.
- j A person who speaks at a meeting shall direct his/her comments to the chairman of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chairman of the meeting shall direct the order of speaking.
- Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To "report" means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.
- M A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.
- n The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.
- Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chairman of the Council may in his/her absence be done by, to or before the Vice-Chairman of the Council (if there is one).
- p The Chairman of the Council, if present, shall preside at a meeting. If the Chairman is absent from a meeting, the Vice-Chairman of the Council (if

there is one) if present, shall preside. If both the Chairman and the Vice-Chairman are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.

q Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting rights present and voting.

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- The chairman of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise his/her casting vote whether or not he gave an original vote.
- See standing orders 5(h) and (i) for the different rules that apply in the election of the Chairman of the Council at the annual meeting of the Council.
- s Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his/her vote for or against that question. Such a request shall be made before moving on to the next item of business on the agenda.
  - t The minutes of a meeting shall include an accurate record of the following:
    - i. the time and place of the meeting;
    - ii. the names of councillors who are present and the names of councillors who are absent;
    - iii. interests that have been declared by councillors and non-councillors with voting rights;
    - iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
    - v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
    - vi. if there was a public participation session; and
    - vii. the resolutions made.
- u A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of
- conduct in a matter being considered at a meeting is subject to statutory
- limitations or restrictions under the code on his/her right to participate and vote on that matter.

- V No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present (Five) and in no case shall the quorum of a meeting be less than three.
  - See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.
- w If a meeting is or becomes inquorate no business shall be transacted and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.

x A meeting shall not exceed a period of 2.5 hours.

#### 3. **COMMITTEES AND SUB-COMMITTEES**

- a Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.
- b The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.
- c Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be noncouncillors.
- d The Council may appoint standing committees or other committees as may be necessary, and:
  - i. shall determine their terms of reference;
  - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
  - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
  - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;
  - v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer (3) days before the meeting that they are unable to attend;

- vi. shall, after it has appointed the members of a standing committee, appoint the chairman of the standing committee;
- vii. shall permit a committee other than a standing committee, to appoint its own chairman at the first meeting of the committee;
- viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;
- ix. shall determine if the public may participate at a meeting of a committee;
- x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
- xi. shall determine if the public may participate at a meeting of a subcommittee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

## 4. ORDINARY COUNCIL MEETINGS

- a In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.
- b In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.
- c If no other time is fixed, the annual meeting of the Council shall take place at 730pm.
- d In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.
- e The first business conducted at the annual meeting of the Council shall be the election of the Chairman and Vice-Chairman (if there is one) of the Council.
- The Chairman of the Council, unless he has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until his/her successor is elected at the next annual meeting of the Council.
- g The Vice-Chairman of the Council, if there is one, unless he/she resigns or becomes disqualified, shall hold office until immediately after the

election of the Chairman of the Council at the next annual meeting of the Council.

- In an election year, if the current Chairman of the Council has not been re-elected as a member of the Council, he/she shall preside at the annual meeting until a successor Chairman of the Council has been elected. The current Chairman of the Council shall not have an original vote in respect of the election of the new Chairman of the Council but shall give a casting vote in the case of an equality of votes.
- In an election year, if the current Chairman of the Council has been reelected as a member of the Council, he/she shall preside at the annual meeting until a new Chairman of the Council has been elected. He/she may exercise an original vote in respect of the election of the new Chairman of the Council and shall give a casting vote in the case of an equality of votes.
- j Following the election of the Chairman of the Council and Vice-Chairman (if there is one) of the Council at the annual meeting, the business shall include:
  - i. In an election year, delivery by the Chairman of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chairman of the Council of his/her acceptance of office form unless the Council resolves for this to be done at a later date;
  - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
  - iii. Receipt of the minutes of the last meeting of a committee;
  - iv. Consideration of the recommendations made by a committee;
  - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
  - vi. Review of the terms of reference for committees;
  - vii. Appointment of members to existing committees;
  - viii. Appointment of any new committees in accordance with standing order 4;
  - ix. Review and adoption of appropriate standing orders and financial regulations;
  - x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.
  - xi. Review of representation on or work with external bodies and arrangements for reporting back;

- xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future:
- xiii. Review of inventory of land and other assets including buildings and office equipment;
- xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks;
- xv. Review of the Council's and/or staff subscriptions to other bodies;
- xvi. Review of the Council's complaints procedure;
- xvii. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (see also standing orders 11, 20 and 21);
- xviii. Review of the Council's policy for dealing with the press/media;
- xix. Review of the Council's employment policies and procedures;
- xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
- xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

# 5. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES

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

the committee [or a sub-committee].

#### 6. PREVIOUS RESOLUTIONS

- a A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least 2 councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.

#### 7. VOTING ON APPOINTMENTS

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

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

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 5 clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least 3 clear days before the meeting.

- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

## 9. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
  - i. to correct an inaccuracy in the draft minutes of a meeting;
  - ii. to move to a vote;
  - iii. to defer consideration of a motion;
  - iv. to refer a motion to a particular committee or sub-committee;
  - v. to appoint a person to preside at a meeting;
  - vi. to change the order of business on the agenda;
  - vii. to proceed to the next business on the agenda;
  - viii. to require a written report;
  - ix. to appoint a committee or sub-committee and their members;
  - x. to extend the time limits for speaking;
  - xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;
  - xii. to not hear further from a councillor or a member of the public;
  - xiii. to exclude a councillor or member of the public for disorderly conduct;
  - xiv. to temporarily suspend the meeting;
  - xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);

xvi. to adjourn the meeting; or

xvii. to close the meeting.

#### 10. MANAGEMENT OF INFORMATION

See also standing order 20.

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

## 11. **DRAFT MINUTES**

Full Council meetings

Committee meetings

Sub-committee meetings

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- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chairman of the

meeting and stand as an accurate record of the meeting to which the minutes relate.

d If the chairman of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:

"The chairman of this meeting does not believe that the minutes of the meeting of the ( ) held on [date] in respect of ( ) were a correct record but his/her view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings."

- e If the Council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.
  - f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.
  - g Draft Minutes of all meetings of full council and its Committees be produced within 7 working days of that meeting and be watermarked "draft" and circulated immediately to all Councillors.
  - h All working groups set up by the Parish Council shall give a monthly report of their activities at the meeting of Full Council either orally or in writing and this be minuted

#### 12. CODE OF CONDUCT AND DISPENSATIONS

See also standing order 3(u).

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless he/she has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he/she has a disclosable pecuniary interest. He/she may return to the meeting after it has considered the matter in which he/she had the interest.
- c Unless he/she has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has another interest if so required by the Council's code of conduct.

  He/she may return to the meeting after it has considered the matter in which he had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.

- e A decision as to whether to grant a dispensation shall be made by a meeting of the Council, or committee or sub-committee for which the dispensation is required and that decision is final.
- f A dispensation request shall confirm:
  - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
  - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
  - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
  - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered at the beginning of the meeting of the Council, or committee or subcommittee for which the dispensation is required.
- h A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:
  - i. without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;
  - ii. granting the dispensation is in the interests of persons living in the Council's area; or
  - iii. it is otherwise appropriate to grant a dispensation.

# 13. CODE OF CONDUCT COMPLAINTS

- a Upon notification by the District or Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of Council of this fact, and the Chairman shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14(d).

- c The Council may:
  - provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
  - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d Upon notification by the District or Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.

## 14. **PROPER OFFICER**

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.
- b The Proper Officer shall:
  - i. at least three clear days before a meeting of the council, a committee or a sub-committee,
    - serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and
    - Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).

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

- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least 3 clear working days before the meeting confirming his/her withdrawal of it;
- iii. convene a meeting of the Council for the election of a new Chairman of the Council, occasioned by a casual vacancy in his/her office;
- iv. facilitate inspection of the minute book by local government electors;

- v. receive and retain copies of byelaws made by other local authorities;
- vi. hold acceptance of office forms from councillors;
- vii. hold a copy of every councillor's register of interests;
- viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
- ix. liaise, as appropriate, with the Council's Data Protection Officer;
- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
- xii. arrange for legal deeds to be executed; (see also standing order 23);
- xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiv. record every planning application notified to the Council and the Council's response to the local planning authority in a book for such purpose;
- xv. refer a planning application received by the Council to the next ordinary meeting of the Planning Committee.
- xvi. manage access to information about the Council via the publication scheme; and
- xvii. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect. (see also standing order 23).

## 15. **RESPONSIBLE FINANCIAL OFFICER**

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

#### 16. ACCOUNTS AND ACCOUNTING STATEMENTS

- a "Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
  - i. the Council's receipts and payments (or income and expenditure) for each quarter;
  - ii. the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
  - iii. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
  - each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
  - ii. to the Council the accounting statements for the year in the form of Section 1 of the annual governance and accountability return, as required by proper practices, for consideration and approval.
- e The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

#### 17. FINANCIAL CONTROLS AND PROCUREMENT

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

- addressed to the Proper Officer;
- v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
- vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- e. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f. A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £181,302 for a public service or supply contract or in excess of £4,551,413 for a public works contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.
- g. A public contract in connection with the supply of gas, heat, electricity, drinking water, transport services, or postal services to the public; or the provision of a port or airport; or the exploration for or extraction of gas, oil or solid fuel with an estimated value in excess of £363,424 for a supply, services or design contract; or in excess of £4,551,413 for a works contract; or £820,370 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in OJEU) shall comply with the relevant procurement procedures and other requirements in the Utilities Contracts Regulations 2016.

#### 18. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of Council is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chairman of the Parish Council , if <a href="he/she">he/she</a> is not available, the vice-chairman of [the Parish Council of absence occasioned by illness or other reason and that person shall report such absence to the Parish Council its next meeting.
- c The chairman of the Parish Council or in his/her absence, the vice-

chairman shall upon a resolution conduct a review of the performance and annual appraisal of the work of the Parish Clerk. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by Parish Council.

d Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff shall contact the chairman of the Parish Council or in his/her absence, the vice-chairman of Parish Council in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of Parish Council.

e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by the Parish Clerk and this relates to the chairman or vice-chairman of Parish Council then this shall be communicated to another member of Parish Council, which shall be reported back and progressed by resolution of the Parish Council.

f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.

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

#### 19. **RESPONSIBILITIES TO PROVIDE INFORMATION**

See also standing order 21.

- a In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.
- 20. **RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION** (Below is not an exclusive list).

See also standing order 11.

- a The Council shall appoint a Data Protection Officer.
- b The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his/her personal data.

- The Council shall have a written policy in place for responding to and managing a personal data breach.
- d The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.
- e The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.
- f The Council shall maintain a written record of its processing activities.

#### 21. RELATIONS WITH THE PRESS/MEDIA

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

#### 22. EXECUTION AND SEALING OF LEGAL DEEDS

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

a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.

Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.

# 23. COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY COUNCILLORS

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

#### 24. RESTRICTIONS ON COUNCILLOR ACTIVITIES

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

#### 25. STANDING ORDERS GENERALLY

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least 3 councillors to be given to the Proper Officer in accordance with standing order 9.
- The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chairman of a meeting as to the application of standing orders at the meeting shall be final.



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# **BRIXWORTH PARISH COUNCIL**

### **MODEL FINANCIAL REGULATIONS 2019 FOR ENGLAND**

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



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#### Local decisions are identified by being highlighted

#### 1. General

- 1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders<sup>1</sup> and any individual financial regulations relating to contracts.
- 1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.
- 1.3. The council's accounting control systems must include measures:
  - for the timely production of accounts;
  - that provide for the safe and efficient safeguarding of public money;
  - · to prevent and detect inaccuracy and fraud; and
  - identifying the duties of officers.
- 1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.
- 1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.
- 1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.
- 1.7. Members of council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.
- 1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. [The Clerk has been appointed as RFO for this council and these regulations will apply accordingly.]

<sup>&</sup>lt;sup>1</sup> Model Standing Orders for Councils (2018 Edition) is available from NALC (©NALC 2018)



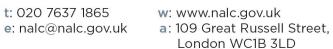




of Local Councils

- acts under the policy direction of the council;
- administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
- determines on behalf of the council its accounting records and accounting control systems;
- ensures the accounting control systems are observed;
- maintains the accounting records of the council up to date in accordance with proper practices;
- assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
- produces financial management information as required by the council.
- 1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.
- 1.11. The accounting records determined by the RFO shall in particular contain:
  - entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
  - a record of the assets and liabilities of the council: and
  - wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.
- 1.12. The accounting control systems determined by the RFO shall include:
  - procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
  - procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
  - identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
  - procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
  - measures to ensure that risk is properly managed.







- 1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:
  - setting the final budget or the precept (council tax requirement);
  - approving accounting statements;
  - approving an annual governance statement;
  - borrowing;
  - writing off bad debts;
  - declaring eligibility for the General Power of Competence; and
  - addressing recommendations in any report from the internal or external auditors, shall be a matter for the full council only.
- 1.14. In addition, the council must:
  - determine and keep under regular review the bank mandate for all council bank accounts:
  - approve any grant or a single commitment in excess of [£5,000]; and
  - in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.
- 1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

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

#### 2. Accounting and audit (internal and external)

- 2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.
- 2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman [or a cheque signatory] shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the council [Finance Committee].





- 2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.
- 2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.
- 2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices. No single Internal Auditor shall serve the Parish Council no more than four years.

#### 2.6. The internal auditor shall:

- be competent and independent of the financial operations of the council;
- report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
- to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships;
- has no involvement in the financial decision making, management or control of the council
- 2.7. Internal or external auditors may not under any circumstances:
  - perform any operational duties for the council;
  - · initiate or approve accounting transactions; or
  - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.



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

### 3. Annual estimates (budget) and forward planning

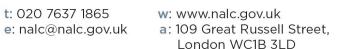
- 3.1. Each committee and Working Group shall review its three-year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of November each year including any proposals for revising the forecast.]
- 3.2. The RFO must each year, by no later than December, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the [relevant committee and the] council.
- 3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.
- 3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.
- 3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

#### 4. Budgetary control and authority to spend

- 4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:
  - the council for all items over £2,500;
  - a duly delegated committee of the council for items up to £2,500 or
  - the Clerk may incur expenditure for any items below £250 for the supply of day to day operational materials only.
  - the Clerk may incur expenditure on items between £250 and £1000 in liaison with the Chairman of the Council. The agreement to spend should be evidenced for audit purposes. Such spending should be reported to the next available Parish Council meeting.

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





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

- 4.2. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').
- 4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.
- 4.4. The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of Council. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.
- 4.5. In cases of extreme risk to the delivery of council services, the clerk may authorise revenue expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, (Including addressing any safeguarding issues) whether or not there is any budgetary provision for the expenditure, subject to a limit of £2500. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.
- 4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.
- 4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.
- 4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of [£100] or [15%] of the budget.
- 4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

#### 5. Banking arrangements and authorisation of payments

5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a

of Local Councils





committee. They shall be regularly reviewed for safety and efficiency. [The council shall seek credit references in respect of members or employees who act as signatories.]

- 5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to council [or finance committee]. The council / committee shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council [or finance committee]. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.
- 5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.
- 5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available council [or Finance Committee] meeting.
- 5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:
  - a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee];
  - b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee]; or
  - c) fund transfers within the councils banking arrangements up to the sum of [£10,000], provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee].
- 5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council [,or a duly authorised committee,] may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary





Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council [or Finance Committee].

- 5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.
- 5.8. In respect of grants the Parish Council shall approve expenditure in accordance with the Grants Policy approved by council. Any Revenue or Capital Grant shall, before payment, be subject to ratification by resolution of the council.
- 5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.
- 5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.
- 5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a Member.

#### 6. Instructions for the making of payments

- 6.1. The council will make safe and efficient arrangements for the making of its payments.
- 6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.
- 6.3. All payments shall be affected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council [or duly delegated committee].
- 6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by [one] two member[s] of council [and countersigned by the Clerk,] in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.
- 6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.





- 6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council [or Finance Committee] at the next convenient meeting.
- 6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.
- 6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.
- 6.9. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.
- 6.11. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be handed to and retained by the Chairman of Council in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.
- 6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.
- 6.13. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.





- 6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.
- 6.15. Where internet banking arrangements are made with any bank, the Clerk [RFO] shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.
- 6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.
- 6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by the Clerk [the RFO] and an authorised signatory. A programme of regular checks of standing data with suppliers will be followed.
- 6.18. Any Debit Card issued for use will be specifically restricted to the Clerk [and the RFO] and will also be restricted to a single on line transaction maximum value of £1000 unless authorised by council in writing before any order is placed.
- 6.19. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.
- 6.20. Any trade card account opened by the council will be specifically for use by the Groundsman. All expenditure on the trade card to have prior approval of the Parish Clerk [and RFO. The Card balance will be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.
- 6.21. The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk [or RFO] (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.

#### 7. Payment of salaries

7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The





payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.

- 7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.
- 7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the [council] [relevant committee].
- 7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:
  - a) by any councillor who can demonstrate a need to know;
  - b) by the internal auditor;
  - c) by the external auditor; or
  - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.
- 7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- 7.6. An effective system of personal performance management should be maintained for the senior officers.
- 7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.
- 7.8. Before employing interim staff, the council must consider a full business case.
- 7.9 The Parish Clerk has delegated authority to ensure the prompt payment of monthly salaries and wages. These payments are to be made to the timescale specified within the Contract of Employment and at the rates agreed annually by the Parish Council. All such payments to be made by BACS and reported to the Parish Council as soon as practical.





#### 8. Loans and investments

- 8.1. All borrowings shall be affected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.
- 8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State/Welsh Assembly Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.
- 8.3. The council will arrange with the council's banks and investment providers for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.
- 8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.
- 8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 8.6. All investments of money under the control of the council shall be in the name of the council.
- 8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 8.8. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

#### 9. Income

- 9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.
- 9.3. The council will review all fees and charges at least annually, following a report of the Clerk.



- 9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.
- 9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.
- 9.6. The origin of each receipt shall be entered on the paying-in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the council.
- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.
- 9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.
- 9.10. Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting (see also Regulation 16 below).]

#### 10. Orders for work, goods and services

- 10.1. An official order or letter/email shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.
- 10.2. Order books shall be controlled by the RFO.
- 10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in Regulation 11.1 below.
- 10.4. A member may not issue an official order or make any contract on behalf of the council.





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

#### 11. Contracts

- 11.1. Procedures as to contracts are laid down as follows:
  - a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
    - i. for the supply of gas, electricity, water, sewerage and telephone services;
    - ii. for specialist services such as are provided by legal professionals acting in disputes;
    - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
    - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
    - v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
    - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
  - b) Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations<sup>2</sup>.
  - c) The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)<sup>3</sup>.

<sup>&</sup>lt;sup>2</sup> The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts <sup>3</sup> Thresholds currently applicable are:



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- d) When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.
- e) Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.
- f) All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- g) Any invitation to tender issued under this regulation shall be subject to Standing Order 17, <sup>4</sup> and shall refer to the terms of the Bribery Act 2010.
- h) When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is above £1,000 and below £2500 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
- i) The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- j) Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

#### 12. Payments under contracts for building or other construction works]

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

a) For public supply and public service contracts 209,000 Euros (£181,302)

b) For public works contracts 5,225,000 Euros (£4,551,413)

<sup>&</sup>lt;sup>4</sup> Based on NALC's Model Standing Order 18d ©NALC 2018





- 12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.]
- 12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.]

#### 13. Stores and equipment

- 13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.
- 13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.]
- 13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.]
- 13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.

#### 14. Assets, properties and estates

- 14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.
- 14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed [£250].
- 14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning





permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

- 14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.
- 14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

#### 15. Insurance

- 15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers [in consultation with the Clerk].
- 15.2. The Clerk shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.]
- 15.3. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.
- 15.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.
- 15.5. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined [annually] by the council, or duly delegated committee.

#### 16. Community Centre

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

#### 17. Risk management

17.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk [with the RFO] shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and





consequential risk management arrangements shall be reviewed by the council at least annually.

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

#### 18. Suspension and revision of Financial Regulations

- 18.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.
- 18.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.

The Model Financial Regulations templates were produced by the National Association of Local Councils (NALC) in July 2019 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.



### **Utility Provider Comparison**

### **Electricity Supply – Changing Rooms at the Ashway Playing Fields**

E.on currently provide the electricity supply which is now out of contract. The annual usage is estimated to be 5,101 kWh and the current direct debit is £123 per month.

This was previously considered at the meeting on 25<sup>th</sup> February 2021 and it was agreed to accept the quote provided by Clear Utility Solutions (partners with Northants CALC) for a 3-year term which had been in the region of £73.68 per month. This has not progressed because of administrative complications relating to the requirement of financial references.

In the circumstances this is presented again for further consideration.

Supplier	Standing Charge (pence per day)	Pence per kWh	Estimated Monthly cost (£)
E.on (current supply)	48.00	24.01	116.40
E.on (1 year fixed contract)	30.00	14.19	71.88
E.on (2 year fixed contract)	30.00	14.69	74.09
E.on (3 year fixed contract)	30.00	16.53	82.23
SSE (3 year fixed contract)	30.57	15.29	75.21
E.on (quote by Love Energy Savings)	31.00	14.92	75.16
Smartest Energy (quoted by Love Energy Savings)		15.02	75.00

The biggest monthly saving could be achieved by entering into a 1 year contract with E.on. However, there is no certainty about what the renewal rates will be in 12 months time.

If the Council would prefer a longer term deal, Clear Utility Solutions would offer the best rate. Based on the current information, the contract would cost roughly £64.80 more over the 3 year term but this is based upon the Council being able to renew the 1 year E.on contract at the same rate every year.

The Council has the power to provide and equip buildings for the use of clubs having athletic, social, or educational objectives in accordance with s.19 of the Local Government Miscellaneous Provisions Act 1976.

#### Recommendation

- 1. The resolution on February 25th 2021 (Minute 21/53350) be rescinded
- 2. The Parish Council enters into a 1 year term contract with E.on for the supply of electricity at The Ashway Changing Rooms..

Paper I – Report to the Brixworth Parish Council on 29th June 2021



#### Litter Bins - Standardisation

The Parish Council maintains and empties the litter bins at its Recreation Grounds and Pocket Park. It owns 14 litter bins.

The Parish Council has previously raised the issue of sorting the waste by having separate litter bins. This is not required as the Councils Trade Waste supplier ensures that all waste is recycled. No waste collected from the Brixworth litter bins goes to land fill.

The litter bins vary in design and functionality and are in need of a planned replacement plan. The current supplier for Daventry district is Glasdon – who are also dominant throughout the public sector.

The quote for a Glasdon Futuro replacement bin is £356.05 plus fittings. It is suggested that the Parish Council litter bins are dark blue complete with the Parish Council logo.

The Conservation Officer suggests that the replacement bin at The Pound be black & gold as its more in keeping with the Conservation Area. (all of the bins are in recreation grounds)

The Parish Council has £3,000 within its reserved budget for replacement litter bins.

The Parish Council has the power to provide and maintain litter bins in accordance with the Litter Act 1983 ss5-6.

The Parish Council is asked to consider the proposal to standardise on Glasdon Litter Bins and commence a replacement programme.

#### 14 Litter Bins – Brixworth Parish Council



Paper J – Report to the Brixworth Parish Council on 29th June 2021



# **Summer Play Sessions**

Councillor Compton has requested that the Parish Council consider the provision of summer play sessions within Brixworth. This would be at a cost of £363 per session – with the suggestion that 10 sessions be held throughout the school summer holidays.

Councillor Compton will brief the Council further at the meeting.

The Parish Council has funding for events (£2,500) which could be topped up from General Reserves. It should be noted that the events funding may also be required for any Queens Jubilee celebrations.

The Parish Council would utilise its funding powers under s137 of the Local Government Act 1972.

#### Recommendation

The Parish Council considers the provision of Summer Play Sessions including any financial implications.





### **Brixworth Parish Council**

# Report to the Council Meeting of 30<sup>th</sup> June 2021 Annual ROSPA Inspections

Children's playgrounds should be inspected annually by an independent specialist to ensure the long term safety

of the site, equipment and ancillary items. This will also meet legal and insurance responsibilities as well as complying with the requirements of EN1176 (the European Playground Standard).

RoSPA inspections are acceptable for insurance purposes and professional indemnity insurance of £5,000,000 is carried.

All of the Parish Councils playground sites have been inspected.

The full reports are attached.

There is short term work which has financial implications and this can be met from existing budgets. Longer term, the play areas are in need of a refresh and the s106/ CIL funds are being enabled for this to happen.

The Parish Council has the power to provide and manage pleasure grounds in accordance with the Public Health Act 1875 s164.

#### Recommendation

The Parish Council is asked to note the report and it requests that the necessary actions are carried out as soon as practical.



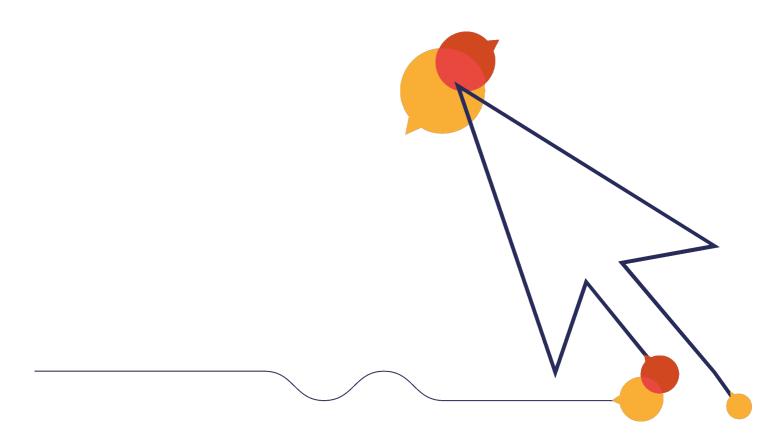
# **Safety Inspection Report**

**Annual Inspection** 

# **Ashway Playing Field**



14 June 2021





# **Safety Inspection Report**

# **Annual Inspection**

Site name: Ashway Playing Field

Date of inspection: **14 June 2021**Inspector: **David Owen** 

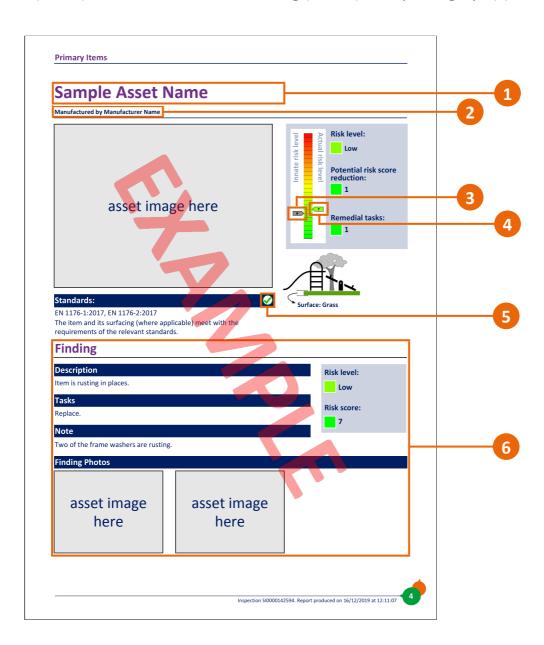




The assets on site are categorised as **Ancillary Items** or **Play Items**, and listed under those headings.

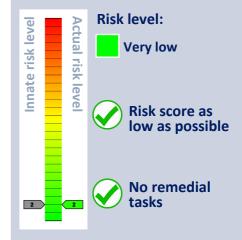
Each item is listed in the style shown in the image below, which contains labels to aid interpretation as follows:

- 1) The name of the asset
- 2) The manufacturer of the asset, if known,
- 3) The innate or default risk score of the asset, assuming it has no faults and complies with standards,
- 4) The actual risk score of the asset at the time of inspection, being the highest of the finding risks or the innate risk,
- 5) A statement about whether the item complies with the appropriate standards, including the names of those standards,
- 6) Details about findings, if any, including what is wrong (Description), what to do about it (Tasks), notes to aid understanding (Notes), and photograph(s) of the issue.



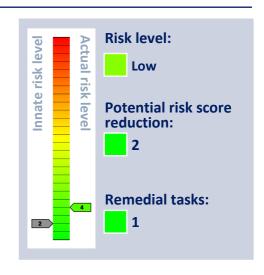
# **Litter Bins**





# Signage - Info





Risk level:

Low

**Risk score:** 

# **Maintenance Finding**

### Description

Missing item.

### Tasks

Replace.

### Note

A couple of signs are missing.

### **Finding Photos**



# **Seating**

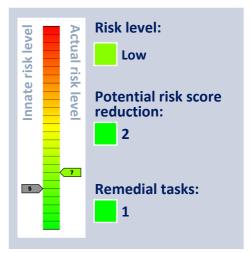




# Swing - Junior - 1 Bay 2 Seat

Manufactured by SMP (Playgrounds) Ltd







## Standards:

EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Swing seat rubber is deteriorating / degrading.

## **Tasks**

Replace.

## Note

Seats cut - replace.

## Risk level:



**Risk score:** 



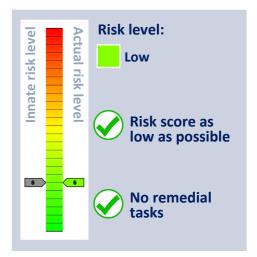




# **Swing - Free Rider - Nexus**

Manufactured by SMP (Playgrounds) Ltd







# Standards:

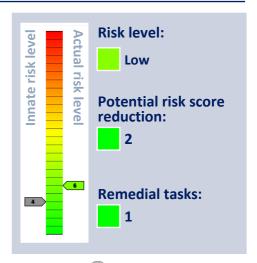
EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# Swing - Toddler - 1 Bay 2 Seat

**Manufactured by Wicksteed Leisure Ltd** 







## Standards:

EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

## Description

Item is cut.

## Tasks

Read the notes for further action.

## Note

Centre strap cut - monitor.

# Risk level:



Risk score:

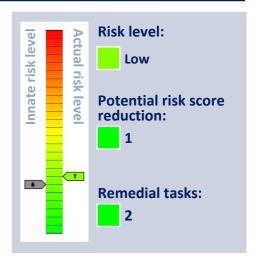




# **Multiplay - Nexus**

Manufactured by SMP (Playgrounds) Ltd







# Standards:

EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Item is cut.

## Tasks

Read the notes for further action.

## Note

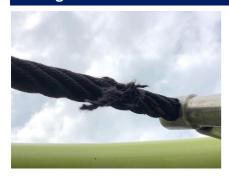
Net has some cuts - monitor.

## Risk level:



Risk score:







# **Maintenance Finding**

# Description

Monitor.

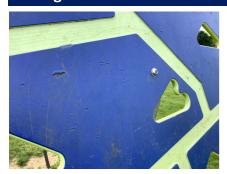
# **Tasks**

Monitor.

# Note

Monitor slight damage to ropes and climbing wall.

# **Finding Photos**



Risk level:

Low

**Risk score:** 

7

# **General Notes**

The risk scores are calculated by plotting the likelihood of harm against the severity of the injury sustained. The likelihood is given a score of 1 to 5, and the severity is given a score of 1 to 5. In doing this a matrix is produced which gives a numerical assessment of the risk on a score of 1 to 25, and a judgement is made as to which risks are low, which are medium and which are high. Risk scores may be adjusted in the light of experience and therefore may not be exactly as per the table. For example, a score of 7 may be noted.

Risks are calculated in this way:

- 1. An assessment of the likelihood of harm taking place is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Rare
  - b. 2 = Unlikely
  - c. 3 = Moderate
  - d. 4 = Likely
  - e. 5 = Certain
- 2. An assessment of the severity of the injury sustained is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Insignificant
  - b. 2 = Minor
  - c. 3 = Moderate
  - d. 4 = Major
  - e. 5 = Catastrophic
- 3. The two numbers are multiplied to give a risk score on a scale of 1 to 25.
- 4. Scores of 1 to 7 inclusive are considered to be low risk and are considered to be tolerable where this is the innate risk of the item,
- 5. Scores of 8 to 12 are considered to be medium risk and some control measures may be identified to reduce the risks to low, tolerable levels,
- 6. Score of 13 and above are considered to be high risk and urgent action is considered to be necessary to reduce the risks to tolerable levels.

# **General Notes**

It is important to note that where an outcome is catastrophic, but for which the likelihood is rare this will present a score of  $1 \times 5 = 5 = low risk$ . Similarly, a certain event for which the consequence is insignificant will present a score of  $5 \times 1 = 5 = low risk$ . It is important to consider likelihood and consequence, and not just one of the factors in isolation.

The multiplication of the factors into a risk matrix is given here in Table 1, with a judgement made as to risk scoring indicated by colour.

Green = LOW risk, Amber = MEDIUM risk, Red = HIGH risk.

Table 1 – Risk Score Matrix

	Severity						
		1	2	3	4	5	
L		Insignifi-	Minor	Moderate	Major	Catastro-	
i		cant				phic	
k	1 = Rare	1	2	3	4	5	
е		LOW	LOW	LOW	LOW	LOW	
1	2 = Unlikely	2	4	6	8	10	
i		LOW	LOW	LOW	MEDIUM	MEDIUM	
h	3 = Moderate	3	6	9	12	15	
0		LOW	LOW	MEDIUM	MEDIUM	HIGH	
0	4 = Likely	4	8	12	16	20	
d		LOW	MEDIUM	MEDIUM	HIGH	HIGH	
	5 = Certain	5	10	15	20	25	
		LOW	MEDIUM	HIGH	HIGH	HIGH	

## **Inspection Methodology**

The inspections are undertaken using the RPII's inspection methodology.

## **Compliance with Standards**

Inspections are undertaken with reference to the appropriate standards, which are listed next to each item. Compliance with these standards is not mandatory in law, but it is useful to know whether items comply or not. If we think a change is needed, then this is noted in our report. Non-compliance does not necessarily mean that a change is needed. Where a standard is undated the current version is applied, unless overlap periods are allowed by the standards committee at the time of update. The information provided herein is to assist the owner/operator to fulfil its responsibilities as detailed in the relevant standards. Other standards referenced within the listed standards do not form part of this inspection.

The listed standards are relevant to all installations of equipment which are publicly accessible, including public parks, pay to play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks and the like. All equipment used in publicly accessible areas should meet with the requirements of the relevant listed standard.

Additionally, EN 1176-7 provides guidance on installation, inspection, maintenance and operation to owners/operators of equipment and ancillary items.

Domestic equipment falls outside the scope of standards for publicly accessible spaces. Domestic play equipment has its own standard (BS EN 71 – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report, but compliance may be assessed to the applicable standard relating to publicly accessible equipment.

Compliance with standards is not always a clear-cut thing. Some interpretation can be needed, and our interpretation may differ from the interpretation of others. In some cases, we may decide not to note non-compliance in cases where we think it may mislead or be unhelpful so to do.

## What We Inspect

Annual and Post Installation inspections will take into consideration compliance with current standards and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area up to 3.0 metres around, or the fence line if closer.

Operational inspections only take into consideration defects related to wear and vandalism. Routine visual inspections (if undertaken) relate only to the most obvious defects such as broken or missing parts, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

The inspection is non-dismantling, non-destructive and does not include for any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under

manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

The inspector will access all standing surfaces as necessary on the equipment and assess all parts up to 2.5m above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment. Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document to ensure as far as is reasonably practicable the continued safe use of the items concerned. The owner/operator is responsible for the overall safety of the equipment and area. Inspectors who are trained to use ladders may use them where it is safe to do so, but if members of the public are present on-site ladders may not be used to access the equipment.

## What We Don't Inspect

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

Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of impact absorbing properties of any surfaces. The identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection or the inspection of any equipment (or part thereof) that is underground. Tightening any bolts, hinges or other fixing devices on any apparatus or equipment. Assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment. Assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming).

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

We have inspected without dismantling or destruction and so some aspects of the relevant standards may not be testable on site.

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

## **Exposure to Risk**

Exposure to acceptable levels of risk and challenge is essential to children's development and allows them to exercise their right to play. Therefore, it can be judged that levels of risk above low risk can be acceptable. The risk scores shown allow the operator to make a judgement after first considering the benefit of the activity to which the risk score relates.

## Ownership

There may be cases where we report issues that are not the site owner's responsibility. It is not necessarily possible for us to determine who owns what, and in any case we need to bring all risks to your attention if they can affect the safety of the site's users.

## **General Notes**

## **Contemporaneous Findings**

Our report shows the findings at the time of inspection. Subsequent events may affect the condition of the site. Suggested remedial actions are based upon our knowledge and experience. The owner/operator should seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

## Timber

Where timbers are set into the ground it is not always possible to determine levels of decay. The owner/operator should ensure it conducts appropriate inspections to identify decay before it becomes a problem.

We can undertake more in-depth testing of your playground timbers using a resistograph. Timber is known to decay from the inside out. This makes it very important that you ensure proper testing and inspection is undertaken of your playground timbers, especially where defects may be hidden inside the structures. Testing using a resistograph can help to identify defects before they become outwardly apparent, but can also confirm the condition of good timbers to prevent premature replacement with its associated costs.

The testing is undertaken using a specialist machine, which uses electronically controlled drill resistance measurement. The drill is fine enough that it does not cause permanent damage to reduce the lifespan of the equipment.

Please contact us for pricing and further information.

## **Planting and Trees**

Where planting or trees are mentioned in our report please be advised that we do not undertake any arboricultural, horticultural or toxicological assessment of suitability or condition. You must ensure you undertake suitable inspections from an appropriate expert.

## **How This Inspection Contributes to Your Annual Main Inspection**

The owner/operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facility. The inspection guidance is listed in Table 1, with an indication of which parts will be included in your RoSPA inspection [the items in the first column are the items which comprise an "Annual Main Inspection", the second column shows which elements form part of a RoSPA inspection, items with a cross are not included, some items may have limitations as shown in the notes to the Table 1). The standards also contain additional parts which the owner/operator should follow.

## Table 1

Inspection Recommendations of relevant standards These form the Annual Main Inspection	Included in RoSPA
6.1 and 6.2 c) Inspect and maintain in accordance with the manufacturer's instructions (see note 1)	Inspection?
6.2 a) Identify obvious hazards	<u>√</u>
6.2 b) Check for operation, stability and wear (see note 2)	<b>√</b> [2]
6.2 b) Check sealed for life parts	× (2)
6.2 b) Check for cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) and structural integrity (see note 2)	<b>√</b> [2]
6.2 c) Overall levels of safety of equipment	✓
6.2 c) Overall levels of safety of foundations (see note 2)	<b>√</b> [2]
6.2 c) Overall levels of safety of surface (see note 3)	<b>√</b> [3]
6.2 c) Compliance with the relevant parts of the standard (see note 4)	<b>√</b> [4]
6.2 c) Undertaking the responsibility of the operator's periodic, systematic assessment of the effectiveness of all their safety measures (BS EN 1176-7, 8.2.1)	×
6.2 c) Effects of weather	✓
6.2 c) Presence of rot or corrosion (see note 2)	<b>√</b> [2]
6.2 c) Assessment of repairs made/added or replaced components (see note 5)	<b>√</b> [5]
6.2 c) Excavation/dismantling/additional measures	×
6.3.1 Assessment of glass reinforced plastics (see note 6)	<b>√</b> [6]
6.3.2 Maintenance of one post equipment (see note 2)	<b>√</b> [2]
N.B. The clause numbers above are taken from BS EN 1176-7. The content is equally applicable to all other relevant standards.	
Notes [1] Playgrounds contain a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator's overall Annual Main Inspection as detailed in the relevant standards [2] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested for with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment [3] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on annual inspections [4] The inspection assesses compliance where this can be tested on site using manual methods without dismantling, destruction and without the use of tools or specialist equipment	
[5] The operator should use manufacturer's recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance [6] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.	

# **EN 1176 Notes – Summary of Requirements**

#### PROTECTION AGAINST INJURIES IN THE FREE SPACE

- \* No obstacles in the minimum space (other than structures to assist or safeguard the user)
- \* Traffic flows should not go through the minimum space

### PROTECTION AGAINST INJURIES IN THE FALLING SPACE

\* Free height of fall should not exceed 3m \* No obstacles in the falling space \* Platforms with fall heights of more than 1m between them require surfacing

### PROTECTION AGAINST INJURIES DUE TO OTHER TYPES OF MOVEMENT

\* No unexpected obstacles

## SURFACING SAFETY REQUIREMENTS

\* Surfacing should have no sharp edges or protrusions \* Loose fills should be 100mm more than the depth required to meet the HIC reading (usually 200mm) \* Hard surfaces should only be used outside where children fall \* Testable Impact absorbing surfaces if falls over 600mm are possible. Topsoil or turf may be used up to 1m

#### **DESIGN AND MANUFACTURE**

- \* The equipment must be suitable for the user and risks should be identifiable by the child \* Accessibility: adults must be able to gain access to help children \* Grip requirements: permitted diameter 16 45mm (i.e. overhead bars) \* Grasp requirements: maximum diameter 60mm (e.g. handrails on steps)
- \* Requirements for easily accessible equipment

#### **FINISHING**

- \* Timber species and synthetics should be splinter resistant \* No protrusions or sharp-edged components \* Bolts should not protrude by more than 8mm \* Corners, edges or projecting parts over 8mm should have a 3mm radius. \* No hard and sharp-edged parts (e.g. razor blade effect caused by sheet steel) \* No crushing or shearing points
- \* Connections should not come loose by themselves and should resist removal. \* Timber connections should not rely solely on screws or nails. \* Leaking lubricants should not stain or impair the safety of the equipment

#### **FIBRE ROPES**

- \* Conform to EN 701 or 919 or have a material and load certificate
- \* Ropes used by hands shall have a soft, non-slip covering

#### WIRE ROPES

\* Non-rotating and corrosion resistant with no splayed wires outside the ferrule \* Wire connector clip threads should protrude less than 8mm \* Turnbuckles should be enclosed, have a loop at each end and be secured

### **CHAINS**

- \* Maximum opening of individual links: 8.6mm in any one direction.
- \* Connecting links between chains must be less than 8.6mm or over 12mm

## **SWINGING SUSPENDED ROPES**

\* Not combined with swings in the same bay \* Less than 2m long: over 600mm from static parts; over 900mm from swinging parts \* 2m - 4m long: over 1000mm from anything \* Diameter: 25 - 45mm

### **CLIMBING ROPES**

- \* Anchored at both ends and movement less than 20% of rope length
- \* Single climbing rope diameter: 18 45mm (nets comply with Grip requirements)

## **ENTRAPMENTS**

\* Entrapment: a place from which children cannot extricate themselves unaided There are six probes: the Torso Probe, the Large Head Probe, The Small Head probe, the Wedge Probe and the two Finger Rods. There is a toggle test to reduce the dangers of clothing toggles being caught on slides, fireman's poles and roofs, and a ring gauge to test for rocker hand/foot rest protrusions.

### **BRIDGES**

\* The space between the flexible bridge and rigid sides should be not less than 230mm

## **ENTRAPMENT OF FEET AND LEGS**

- \* Inclined planes (not suspension bridges) less than  $38^{\circ}$  should have no gaps over 30 mm
- \* There are no requirements for suspension bridge gaps other than the main entrapment requirements

### FINGER ENTRAPMENTS

These occur in: 1. gaps where child's movement may cause a finger to become stuck; 2. open-ended tubes; 3. moving gaps

- \* Tube ends should be securely enclosed and removable only with tools
- \* Moving gaps should not close to less than 12mm

## **BARRIERS AND GUARD-RAILS**

\* Hand-rail: a rail to help the child balance \* Guard-rail: a rail to prevent children falling \* Barrier: a guard-rail with non-climbable in-fill HAND-RAILS

\* Where required they should be between 600 and 850mm above the standing surface

## **EQUIPMENT FOR UNDER 3'S**

\* Platforms over 600mm require a barrier with a minimum height of 700mm high + impact absorbing surfacing

## **EQUIPMENT FOR OVER 3'S**

\* Platforms up to 1000mm: No barriers or guard-rails required + impact absorbing surface over \* Platforms 1000-2000mm: 600 - 850mm high guard-rail + impact absorbing surfacing \* Platforms 2000-3000mm: 700mm high barrier + impact absorbing surfacing \* No bars, infills or steps which can be used as steps. Tops should discourage standing or sitting

### MEANS OF ACCESS

The main change in this area is that the probes should now be applied to accesses. All means of access should have no entrapments; be securely fixed; be level to  $\pm$  3°(ramps across width) and have a constant angle. It does not refer to agility equipment used as an access i.e. arched climbers, scramble nets. There are specific measurements for ladders, stairs and ramps.

# **EN 1176 Notes – Summary of Requirements**

#### **SWINGS**

The main changes relate to requirements for new types of swings, dimensions and surfacing areas.

#### **REQUIREMENTS**

\* No all rigid suspension members (i.e. solid bar top to bottom) \* Design should be principally for use by seated children (RoSPA interpretation) \* Two seats per bay maximum. Do not mix cradle and flats seats in same bay \* Some types of swings have slightly different requirements. Information should be obtained from the supplier \* Single points swing chains should not twist round each other \* Single point swings require a secondary bearing support mechanism

#### DIMENSIONS

\* Minimum ground clearance at rest: 350mm (400mm for single point swings and tyres) \* No maximum seat surface height but RoSPA recommends a max. height of 635mm for cradles and flat seats \* Distance between seat and frame: 20% of swing suspension + 200mm \* Distance between seats: 20% of the swing suspension + 300mm \* Pivot splay (separation distance) at crossbar: width between seat fixings plus 5% of swing suspension length

#### SITING

\* Swing sets for young children should be separated from those for older children and sited to avoid cross traffic

#### SURFACING REQUIREMENTS

Forward and Back

- \* Different areas for synthetic and loose-fill surfaces in a box or pit. Measurements each way are: 1. synthetic: 0.867 x length of suspension member + 1.75m 2. loose-fill: 0.867 x length of suspension member + 2.25m
- \* Seat width no greater than 500mm: 1.75m minimum (i.e. .875mm each way from seat centre)
- \* Areas for two seats in one bay may overlap providing the distance between seats is correct Single point swings
- \* Circular area with a radius equal to the Forward and Backward figure for other swings

#### SLIDES

### **SAFETY REQUIREMENTS**

\* Free-standing slides: the max. vertical height which a stairway can reach without a change of direction is 2.5m. \* Starting section at the top of each chute: length 350mm minimum, zero to 5° downwards at the centre line.

N.B. This can be the platform if the slide is attached to it \* If the starting section is over 400mm long, platform requirements apply \* From a platform, the gap to the slide is the same width as the slide \* Attachment slides over 1m free fall height should have starting section barriers 500mm min. high at one point \* Attachment slides over 1m FFH should have a guard-rail across the entrance at a ht. of between 700-900mm

Sliding sections

- \* Maximum angle: 60° at any one point and an average of 40° \*The width of open and straight slides over 1500mm long should be less than 700mm or greater than 950mm \* Spiral or curved slides should have a width less than 700mm
  RUIN -OUTS
- \* Run-outs of at least 300mm are required if the sliding section is under 1.5m long. \* Additional requirements are required for different types of slides \* Average angle of run-outs: DIN type 10° (BS type) 5° (both downwards) \* Height of run-out: Less than 1.5m sliding length: max. 200mm. Greater than 1.5m sliding length: max. 350mm \* Users should come to a stop on the run-out section (BS type only) \* Chutes should have a side height related to the fall height: 1.2m: 100mm minimum: 1.2m 2.5m: 150mm minimum: Over 2.5m: 500mm minimum
- \* Maximum side angle from slide bed: 30° \* Tops of sides should be rounded or radiused to at least 3mm \* Tunnel slides should be a minimum 750mm high and 750mm wide \* Tunnels should start on or at the end of the starting section and be continuous over the sliding section only

## SURFACING REQUIREMENTS

Normal distances except for the run-out which should be: \* DIN type: 1m each side and 2m beyond (or just 1.5m beyond for short slides) \* BS type: 1m each side and 1m beyond

### **CABLE RUNWAYS**

## **SAFETY REQUIREMENTS**

- \* Stop at end should progressively slow down the traveller \* Traveller should not be removable except with tools \* No access to internal mechanism \* Suspension mechanism: flexible, exclude risk of strangulation or be at least 2m above the ground in the middle \* Where children hang by the hands, the grip should not be enclosed (i.e. a loop)
- \* Climbing should be discouraged onto the grip \* Children should be able to get off the seat at any time (i.e. no loops or straps) \* Maximum loaded (69.5kg) speed is 7m per second \* If two cables are placed parallel the min. distance between them is 2m

## IMPACT AREAS

\* 2m either side of main cable

### **ROTATING ITEMS**

The main changes are in clearer separation into different types. A change in the clearance between the underside and the ground will affect older items. The change should provide greater safety. NOTE: Rotating items under 500mm diameter are excluded from these requirements

## SAFETY REQUIREMENTS

\* Maximum free height of fall: 1000mm (For overhead items: 1500 - 3000mm) \* Max. speed at periphery under reasonable use: 5m per s econd. As no method is given, this cannot be tested \* Hand grips should be between 16 - 45mm SPECIFIC REQUIREMENTS

There are specific requirements for different types of roundabout. The two most common ones are: Platform roundabouts:

# **EN 1176 Notes – Summary of Requirements**

- \* Platforms should be circular and enclosed \* All parts should revolve in the same direction \* No super-structure over the edge of the platform \* Mechanism should be enclosed \* Height between underside and ground 60 110mm for 300mm in \* Protective skirts should be of rigid material and have no burrs or other defects \* The bottom edge should be flared towards the inside or protected Giant revolving discs
- \* Clearance of underside at lowest point: 300mm \* Max. platform height: 1m \* Free space: 3m \* Upper surface should be continuous, smooth and with no handles or grips \* Underside should be continuous, smooth and without any radial variations (i.e. spokes) or indentations

### MINIMUM SPACE

\* Free space: Horizontal: 2m all round \* Vertical head clearance from platform: sitting 1.5m; standing 1.8m \* Small rotating items under 500mm diameter are excluded but RoSPA suggests as for rocking items

#### SURFACING REQUIREMENTS

\* There are no special extra requirements for surfacing areas \* Surfaces should be continuous underneath and level

#### **ROCKING ITEMS**

#### **DEFINITIONS**

- \* Rocking equipment which can be moved by the user and is supported from below
- \* Damping: any movement restricting device. (N.B. Springs are treated as self-damping)

### **SAFETY REQUIREMENTS**

- \* Throughout the range of movement gaps in all accessible joints should be under 12mm \* Progressive restraint at extremity of movement is required \* Foot rests should be provided where the ground clearance is less than 230mm \* Hand grips should be provided for each seat or standing position
- \* Foot rests and hand grips should be firmly fixed and non-rotating \* Hand grip diameter: 16 45mm (for toddler items: 30mm maximum) \* Right -angled corners on moving equipment should be 20mm radius min. (e.g. a bird's beak)

#### MINIMUM SPACE

\* 1000mm between items at maximum movement.

#### SURFACING REQUIREMENTS

There are no special extra requirements for surfacing areas

# INSTALLATION, INSPECTION, MAINTENANCE AND OPERATION SAFETY

- \* Appropriate safety systems must be established by the operator \* No access should be allowed to unsafe equipment or areas \* Records should be kept by the playground operator \* Effectiveness of safety measures should be assessed annually \* Signs should be provided giving owner details and emergency service contact points \* Entrances for emergency services should be freely accessible
- \* Information on accidents should be kept (RoSPA has a suitable form)
  \* Staff and users should be safe during maintenance operations

### INSPECTION

\* Manufacturers will recommend the inspection frequency although some sites may need a daily check Frequency

Routine visual inspections: identification of hazards from vandalism, use or weather conditions (RoSPA recommends a recorded daily or weekly inspection) Operational inspection: every 1 -3 months or as recommended. Checks operation, stability, wear etc. Annual main inspection: checks long-term levels of safety

- \* An inspection schedule should be prepared for each playground, listing components and methods
- \* Appropriate action should be taken if defects are noted

### **ROUTINE MAINTENANCE**

\* Basic routine maintenance details should be supplied by the manufacturer

### **CORRECTIVE MAINTENANCE**

\* This covers remedial work and repairs as required \* Alterations should only be carried out after consultation & agreement with the supplier or a competent person



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# **Safety Inspection Report**

**Annual Inspection** 

# **Spratton Road Recreation Ground**



14 June 2021





# **Safety Inspection Report**

# **Annual Inspection**

Site name: Spratton Road Recreation Ground

Date of inspection: **14 June 2021**Inspector: **David Owen** 

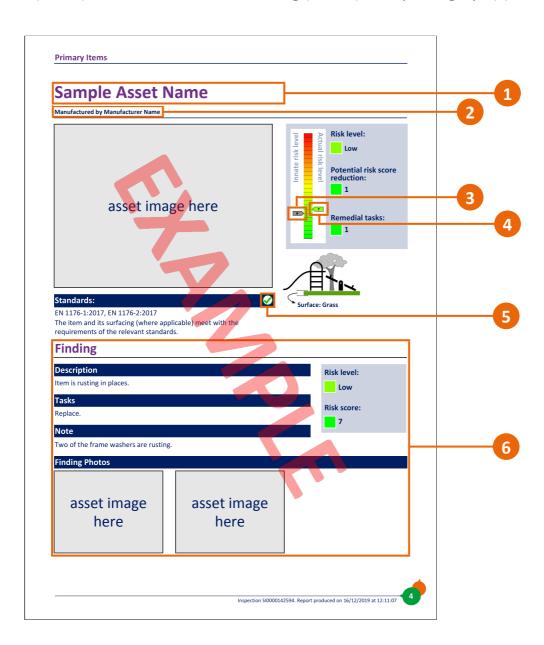




The assets on site are categorised as **Ancillary Items** or **Play Items**, and listed under those headings.

Each item is listed in the style shown in the image below, which contains labels to aid interpretation as follows:

- 1) The name of the asset
- 2) The manufacturer of the asset, if known,
- 3) The innate or default risk score of the asset, assuming it has no faults and complies with standards,
- 4) The actual risk score of the asset at the time of inspection, being the highest of the finding risks or the innate risk,
- 5) A statement about whether the item complies with the appropriate standards, including the names of those standards,
- 6) Details about findings, if any, including what is wrong (Description), what to do about it (Tasks), notes to aid understanding (Notes), and photograph(s) of the issue.



# **Litter Bins**





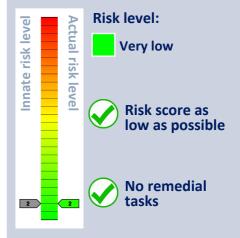
# **Fencing - Bow-Top**





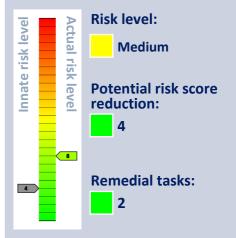
# Signage - Info





# **Gates**





# **Maintenance Finding**

# Description

Item has some parts missing.

# **Tasks**

Replace the missing parts.

## Note

Gate fully opens as the slam post stopper is missing - replace.

# **Finding Photos**





Risk level:







# **Maintenance Finding**

# Description

The supports are loose in the ground.

## **Tasks**

Re-set.

## Note

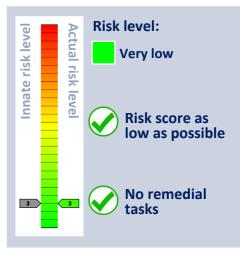
Hinge post loose in the ground.

# **Finding Photos**



# **Seating - Picnic Tables x 2**





Risk level:

Risk score:

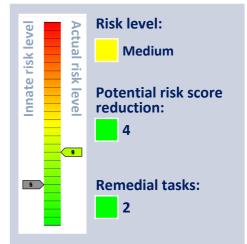
8

Medium

# Swing - Junior - 1 Bay 2 Seat

**Manufactured by Park Leisure Ltd** 







## Standards:

EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

There is wear to the surfacing due to foot drag.

## **Tasks**

Although the seats are set at an acceptable height it is recommended that these are raised by 100 mm to help prevent wear.

Risk level:

Low

**Risk score:** 

6



# **Maintenance Finding**

# Description

Swing shackles or associated components are seized.

# **Tasks**

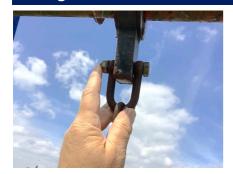
Free off and check for damage.

**Risk level:** 

Medium

**Risk score:** 

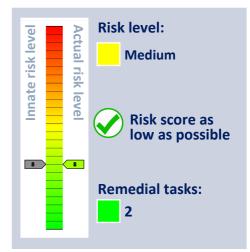
9



# **Games Wall**

Manufactured by (Unknown)







# Standards:

EN 15312:2007+A1:2010, None

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Cap missing.

## **Tasks**

Replace.

## Risk level:



Risk score:





# **Maintenance Finding**

# Description

There is significant corrosion on this item.

# **Tasks**

De-scale back to good metal and coat with lead free paint, using appropriate precautions. Repairs may be necessary where corrosion is severe.

# Risk level: Low Risk score: 5

## Note

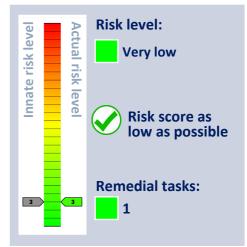
Panels rusting.



# **Ground Graphics - Hopscotch**

Manufactured by (Unknown)







## Standards:

EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

## Description

Item is worn.

## **Tasks**

Read the notes for further action.

## Note

Number colours wearing - monitor.

# Risk level:





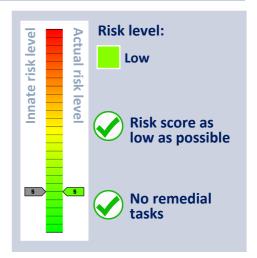




# **Multiplay - Toddler - WIth Slide**

## **Manufactured by Levercrest Ltd**







# Standards:

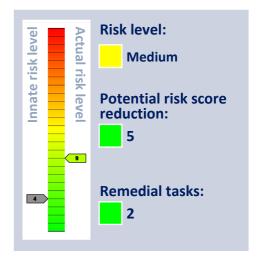
EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# Swing - Toddler - 1 Bay 2 Seat

## **Manufactured by Park Leisure Ltd**







# Standards:

EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Bird fouling present.

## **Tasks**

It is recommended that playground equipment be regularly checked for bird fouling - if found, the affected items should be cleaned with a disinfectant solution.

# Risk level: Medium Risk score:

## Note

Fit anti-bird device to the top bar.

# **Finding Photos**



# **Maintenance Finding**

# Description

Swing shackles or associated components are seized.

# **Tasks**

Free off and check for damage.

# Risk level:

Medium

**Risk score:** 

9



# **General Notes**

The risk scores are calculated by plotting the likelihood of harm against the severity of the injury sustained. The likelihood is given a score of 1 to 5, and the severity is given a score of 1 to 5. In doing this a matrix is produced which gives a numerical assessment of the risk on a score of 1 to 25, and a judgement is made as to which risks are low, which are medium and which are high. Risk scores may be adjusted in the light of experience and therefore may not be exactly as per the table. For example, a score of 7 may be noted.

Risks are calculated in this way:

- 1. An assessment of the likelihood of harm taking place is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Rare
  - b. 2 = Unlikely
  - c. 3 = Moderate
  - d. 4 = Likely
  - e. 5 = Certain
- 2. An assessment of the severity of the injury sustained is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Insignificant
  - b. 2 = Minor
  - c. 3 = Moderate
  - d. 4 = Major
  - e. 5 = Catastrophic
- 3. The two numbers are multiplied to give a risk score on a scale of 1 to 25.
- 4. Scores of 1 to 7 inclusive are considered to be low risk and are considered to be tolerable where this is the innate risk of the item,
- 5. Scores of 8 to 12 are considered to be medium risk and some control measures may be identified to reduce the risks to low, tolerable levels,
- 6. Score of 13 and above are considered to be high risk and urgent action is considered to be necessary to reduce the risks to tolerable levels.

# **General Notes**

It is important to note that where an outcome is catastrophic, but for which the likelihood is rare this will present a score of  $1 \times 5 = 5 = low risk$ . Similarly, a certain event for which the consequence is insignificant will present a score of  $5 \times 1 = 5 = low risk$ . It is important to consider likelihood and consequence, and not just one of the factors in isolation.

The multiplication of the factors into a risk matrix is given here in Table 1, with a judgement made as to risk scoring indicated by colour.

Green = LOW risk, Amber = MEDIUM risk, Red = HIGH risk.

Table 1 – Risk Score Matrix

	Severity						
		1	2	3	4	5	
L		Insignifi-	Minor	Moderate	Major	Catastro-	
i		cant				phic	
k	1 = Rare	1	2	3	4	5	
е		LOW	LOW	LOW	LOW	LOW	
1	2 = Unlikely	2	4	6	8	10	
i		LOW	LOW	LOW	MEDIUM	MEDIUM	
h	3 = Moderate	3	6	9	12	15	
0		LOW	LOW	MEDIUM	MEDIUM	HIGH	
0	4 = Likely	4	8	12	16	20	
d		LOW	MEDIUM	MEDIUM	HIGH	HIGH	
	5 = Certain	5	10	15	20	25	
		LOW	MEDIUM	HIGH	HIGH	HIGH	

## **Inspection Methodology**

The inspections are undertaken using the RPII's inspection methodology.

## **Compliance with Standards**

Inspections are undertaken with reference to the appropriate standards, which are listed next to each item. Compliance with these standards is not mandatory in law, but it is useful to know whether items comply or not. If we think a change is needed, then this is noted in our report. Non-compliance does not necessarily mean that a change is needed. Where a standard is undated the current version is applied, unless overlap periods are allowed by the standards committee at the time of update. The information provided herein is to assist the owner/operator to fulfil its responsibilities as detailed in the relevant standards. Other standards referenced within the listed standards do not form part of this inspection.

The listed standards are relevant to all installations of equipment which are publicly accessible, including public parks, pay to play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks and the like. All equipment used in publicly accessible areas should meet with the requirements of the relevant listed standard.

Additionally, EN 1176-7 provides guidance on installation, inspection, maintenance and operation to owners/operators of equipment and ancillary items.

Domestic equipment falls outside the scope of standards for publicly accessible spaces. Domestic play equipment has its own standard (BS EN 71 – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report, but compliance may be assessed to the applicable standard relating to publicly accessible equipment.

Compliance with standards is not always a clear-cut thing. Some interpretation can be needed, and our interpretation may differ from the interpretation of others. In some cases, we may decide not to note non-compliance in cases where we think it may mislead or be unhelpful so to do.

## What We Inspect

Annual and Post Installation inspections will take into consideration compliance with current standards and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area up to 3.0 metres around, or the fence line if closer.

Operational inspections only take into consideration defects related to wear and vandalism. Routine visual inspections (if undertaken) relate only to the most obvious defects such as broken or missing parts, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

The inspection is non-dismantling, non-destructive and does not include for any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under

manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

The inspector will access all standing surfaces as necessary on the equipment and assess all parts up to 2.5m above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment. Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document to ensure as far as is reasonably practicable the continued safe use of the items concerned. The owner/operator is responsible for the overall safety of the equipment and area. Inspectors who are trained to use ladders may use them where it is safe to do so, but if members of the public are present on-site ladders may not be used to access the equipment.

## What We Don't Inspect

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

Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of impact absorbing properties of any surfaces. The identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection or the inspection of any equipment (or part thereof) that is underground. Tightening any bolts, hinges or other fixing devices on any apparatus or equipment. Assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment. Assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming).

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

We have inspected without dismantling or destruction and so some aspects of the relevant standards may not be testable on site.

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

## **Exposure to Risk**

Exposure to acceptable levels of risk and challenge is essential to children's development and allows them to exercise their right to play. Therefore, it can be judged that levels of risk above low risk can be acceptable. The risk scores shown allow the operator to make a judgement after first considering the benefit of the activity to which the risk score relates.

## Ownership

There may be cases where we report issues that are not the site owner's responsibility. It is not necessarily possible for us to determine who owns what, and in any case we need to bring all risks to your attention if they can affect the safety of the site's users.

## **General Notes**

## **Contemporaneous Findings**

Our report shows the findings at the time of inspection. Subsequent events may affect the condition of the site. Suggested remedial actions are based upon our knowledge and experience. The owner/operator should seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

## Timber

Where timbers are set into the ground it is not always possible to determine levels of decay. The owner/operator should ensure it conducts appropriate inspections to identify decay before it becomes a problem.

We can undertake more in-depth testing of your playground timbers using a resistograph. Timber is known to decay from the inside out. This makes it very important that you ensure proper testing and inspection is undertaken of your playground timbers, especially where defects may be hidden inside the structures. Testing using a resistograph can help to identify defects before they become outwardly apparent, but can also confirm the condition of good timbers to prevent premature replacement with its associated costs.

The testing is undertaken using a specialist machine, which uses electronically controlled drill resistance measurement. The drill is fine enough that it does not cause permanent damage to reduce the lifespan of the equipment.

Please contact us for pricing and further information.

## **Planting and Trees**

Where planting or trees are mentioned in our report please be advised that we do not undertake any arboricultural, horticultural or toxicological assessment of suitability or condition. You must ensure you undertake suitable inspections from an appropriate expert.

## **How This Inspection Contributes to Your Annual Main Inspection**

The owner/operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facility. The inspection guidance is listed in Table 1, with an indication of which parts will be included in your RoSPA inspection [the items in the first column are the items which comprise an "Annual Main Inspection", the second column shows which elements form part of a RoSPA inspection, items with a cross are not included, some items may have limitations as shown in the notes to the Table 1). The standards also contain additional parts which the owner/operator should follow.

## Table 1

Inspection Recommendations of relevant standards These form the Annual Main Inspection	Included in RoSPA
6.1 and 6.2 c) Inspect and maintain in accordance with the manufacturer's instructions (see note 1)	Inspection?
6.2 a) Identify obvious hazards	<u>√</u>
6.2 b) Check for operation, stability and wear (see note 2)	<b>√</b> [2]
6.2 b) Check sealed for life parts	× (2)
6.2 b) Check for cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) and structural integrity (see note 2)	<b>√</b> [2]
6.2 c) Overall levels of safety of equipment	✓
6.2 c) Overall levels of safety of foundations (see note 2)	<b>√</b> [2]
6.2 c) Overall levels of safety of surface (see note 3)	<b>√</b> [3]
6.2 c) Compliance with the relevant parts of the standard (see note 4)	<b>√</b> [4]
6.2 c) Undertaking the responsibility of the operator's periodic, systematic assessment of the effectiveness of all their safety measures (BS EN 1176-7, 8.2.1)	×
6.2 c) Effects of weather	✓
6.2 c) Presence of rot or corrosion (see note 2)	<b>√</b> [2]
6.2 c) Assessment of repairs made/added or replaced components (see note 5)	<b>√</b> [5]
6.2 c) Excavation/dismantling/additional measures	×
6.3.1 Assessment of glass reinforced plastics (see note 6)	<b>√</b> [6]
6.3.2 Maintenance of one post equipment (see note 2)	<b>√</b> [2]
N.B. The clause numbers above are taken from BS EN 1176-7. The content is equally applicable to all other relevant standards.	
Notes [1] Playgrounds contain a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator's overall Annual Main Inspection as detailed in the relevant standards [2] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested for with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment [3] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on annual inspections [4] The inspection assesses compliance where this can be tested on site using manual methods without dismantling, destruction and without the use of tools or specialist equipment	
[5] The operator should use manufacturer's recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance [6] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.	

#### PROTECTION AGAINST INJURIES IN THE FREE SPACE

- \* No obstacles in the minimum space (other than structures to assist or safeguard the user)
- \* Traffic flows should not go through the minimum space

#### PROTECTION AGAINST INJURIES IN THE FALLING SPACE

\* Free height of fall should not exceed 3m \* No obstacles in the falling space \* Platforms with fall heights of more than 1m between them require surfacing

#### PROTECTION AGAINST INJURIES DUE TO OTHER TYPES OF MOVEMENT

\* No unexpected obstacles

#### SURFACING SAFETY REQUIREMENTS

\* Surfacing should have no sharp edges or protrusions \* Loose fills should be 100mm more than the depth required to meet the HIC reading (usually 200mm) \* Hard surfaces should only be used outside where children fall \* Testable Impact absorbing surfaces if falls over 600mm are possible. Topsoil or turf may be used up to 1m

#### **DESIGN AND MANUFACTURE**

- \* The equipment must be suitable for the user and risks should be identifiable by the child \* Accessibility: adults must be able to gain access to help children \* Grip requirements: permitted diameter 16 45mm (i.e. overhead bars) \* Grasp requirements: maximum diameter 60mm (e.g. handrails on steps)
- \* Requirements for easily accessible equipment

#### **FINISHING**

- \* Timber species and synthetics should be splinter resistant \* No protrusions or sharp-edged components \* Bolts should not protrude by more than 8mm \* Corners, edges or projecting parts over 8mm should have a 3mm radius. \* No hard and sharp-edged parts (e.g. razor blade effect caused by sheet steel) \* No crushing or shearing points
- \* Connections should not come loose by themselves and should resist removal. \* Timber connections should not rely solely on screws or nails. \* Leaking lubricants should not stain or impair the safety of the equipment

#### **FIBRE ROPES**

- \* Conform to EN 701 or 919 or have a material and load certificate
- \* Ropes used by hands shall have a soft, non-slip covering

#### WIRE ROPES

\* Non-rotating and corrosion resistant with no splayed wires outside the ferrule \* Wire connector clip threads should protrude less than 8mm \* Turnbuckles should be enclosed, have a loop at each end and be secured

#### **CHAINS**

- \* Maximum opening of individual links: 8.6mm in any one direction.
- \* Connecting links between chains must be less than 8.6mm or over 12mm

#### **SWINGING SUSPENDED ROPES**

\* Not combined with swings in the same bay \* Less than 2m long: over 600mm from static parts; over 900mm from swinging parts \* 2m - 4m long: over 1000mm from anything \* Diameter: 25 - 45mm

#### **CLIMBING ROPES**

- \* Anchored at both ends and movement less than 20% of rope length
- \* Single climbing rope diameter: 18 45mm (nets comply with Grip requirements)

#### **ENTRAPMENTS**

\* Entrapment: a place from which children cannot extricate themselves unaided There are six probes: the Torso Probe, the Large Head Probe, The Small Head probe, the Wedge Probe and the two Finger Rods. There is a toggle test to reduce the dangers of clothing toggles being caught on slides, fireman's poles and roofs, and a ring gauge to test for rocker hand/foot rest protrusions.

#### **BRIDGES**

\* The space between the flexible bridge and rigid sides should be not less than 230mm

#### **ENTRAPMENT OF FEET AND LEGS**

- \* Inclined planes (not suspension bridges) less than  $38^{\circ}$  should have no gaps over 30 mm
- \* There are no requirements for suspension bridge gaps other than the main entrapment requirements

#### FINGER ENTRAPMENTS

These occur in: 1. gaps where child's movement may cause a finger to become stuck; 2. open-ended tubes; 3. moving gaps

- \* Tube ends should be securely enclosed and removable only with tools
- \* Moving gaps should not close to less than 12mm

#### **BARRIERS AND GUARD-RAILS**

\* Hand-rail: a rail to help the child balance \* Guard-rail: a rail to prevent children falling \* Barrier: a guard-rail with non-climbable in-fill HAND-RAILS

\* Where required they should be between 600 and 850mm above the standing surface

#### **EQUIPMENT FOR UNDER 3'S**

\* Platforms over 600mm require a barrier with a minimum height of 700mm high + impact absorbing surfacing

## **EQUIPMENT FOR OVER 3'S**

\* Platforms up to 1000mm: No barriers or guard-rails required + impact absorbing surface over \* Platforms 1000-2000mm: 600 - 850mm high guard-rail + impact absorbing surfacing \* Platforms 2000-3000mm: 700mm high barrier + impact absorbing surfacing \* No bars, infills or steps which can be used as steps. Tops should discourage standing or sitting

#### MEANS OF ACCESS

The main change in this area is that the probes should now be applied to accesses. All means of access should have no entrapments; be securely fixed; be level to  $\pm$  3°(ramps across width) and have a constant angle. It does not refer to agility equipment used as an access i.e. arched climbers, scramble nets. There are specific measurements for ladders, stairs and ramps.

#### **SWINGS**

The main changes relate to requirements for new types of swings, dimensions and surfacing areas.

#### REQUIREMENTS

\* No all rigid suspension members (i.e. solid bar top to bottom) \* Design should be principally for use by seated children (RoSPA interpretation) \* Two seats per bay maximum. Do not mix cradle and flats seats in same bay \* Some types of swings have slightly different requirements. Information should be obtained from the supplier \* Single points swing chains should not twist round each other \* Single point swings require a secondary bearing support mechanism

#### DIMENSIONS

\* Minimum ground clearance at rest: 350mm (400mm for single point swings and tyres) \* No maximum seat surface height but RoSPA recommends a max. height of 635mm for cradles and flat seats \* Distance between seat and frame: 20% of swing suspension + 200mm \* Distance between seats: 20% of the swing suspension + 300mm \* Pivot splay (separation distance) at crossbar: width between seat fixings plus 5% of swing suspension length

#### SITING

\* Swing sets for young children should be separated from those for older children and sited to avoid cross traffic

#### SURFACING REQUIREMENTS

Forward and Back

- \* Different areas for synthetic and loose-fill surfaces in a box or pit. Measurements each way are: 1. synthetic: 0.867 x length of suspension member + 1.75m 2. loose-fill: 0.867 x length of suspension member + 2.25m
- \* Seat width no greater than 500mm: 1.75m minimum (i.e. .875mm each way from seat centre)
- \* Areas for two seats in one bay may overlap providing the distance between seats is correct Single point swings
- \* Circular area with a radius equal to the Forward and Backward figure for other swings

#### SLIDES

#### **SAFETY REQUIREMENTS**

\* Free-standing slides: the max. vertical height which a stairway can reach without a change of direction is 2.5m. \* Starting section at the top of each chute: length 350mm minimum, zero to 5° downwards at the centre line.

N.B. This can be the platform if the slide is attached to it \* If the starting section is over 400mm long, platform requirements apply \* From a platform, the gap to the slide is the same width as the slide \* Attachment slides over 1m free fall height should have starting section barriers 500mm min. high at one point \* Attachment slides over 1m FFH should have a guard-rail across the entrance at a ht. of between 700-900mm

Sliding sections

- \* Maximum angle: 60° at any one point and an average of 40° \*The width of open and straight slides over 1500mm long should be less than 700mm or greater than 950mm \* Spiral or curved slides should have a width less than 700mm
  RUIN -OUTS
- \* Run-outs of at least 300mm are required if the sliding section is under 1.5m long. \* Additional requirements are required for different types of slides \* Average angle of run-outs: DIN type 10° (BS type) 5° (both downwards) \* Height of run-out: Less than 1.5m sliding length: max. 200mm. Greater than 1.5m sliding length: max. 350mm \* Users should come to a stop on the run-out section (BS type only) \* Chutes should have a side height related to the fall height: 1.2m: 100mm minimum: 1.2m 2.5m: 150mm minimum: Over 2.5m: 500mm minimum
- \* Maximum side angle from slide bed: 30° \* Tops of sides should be rounded or radiused to at least 3mm \* Tunnel slides should be a minimum 750mm high and 750mm wide \* Tunnels should start on or at the end of the starting section and be continuous over the sliding section only

#### SURFACING REQUIREMENTS

Normal distances except for the run-out which should be: \* DIN type: 1m each side and 2m beyond (or just 1.5m beyond for short slides) \* BS type: 1m each side and 1m beyond

#### **CABLE RUNWAYS**

#### SAFETY REQUIREMENTS

- \* Stop at end should progressively slow down the traveller \* Traveller should not be removable except with tools \* No access to internal mechanism \* Suspension mechanism: flexible, exclude risk of strangulation or be at least 2m above the ground in the middle \* Where children hang by the hands, the grip should not be enclosed (i.e. a loop)
- \* Climbing should be discouraged onto the grip \* Children should be able to get off the seat at any time (i.e. no loops or straps) \* Maximum loaded (69.5kg) speed is 7m per second \* If two cables are placed parallel the min. distance between them is 2m

#### IMPACT AREAS

\* 2m either side of main cable

#### **ROTATING ITEMS**

The main changes are in clearer separation into different types. A change in the clearance between the underside and the ground will affect older items. The change should provide greater safety. NOTE: Rotating items under 500mm diameter are excluded from these requirements

#### SAFETY REQUIREMENTS

\* Maximum free height of fall: 1000mm (For overhead items: 1500 - 3000mm) \* Max. speed at periphery under reasonable use: 5m per s econd. As no method is given, this cannot be tested \* Hand grips should be between 16 - 45mm SPECIFIC REQUIREMENTS

There are specific requirements for different types of roundabout. The two most common ones are: Platform roundabouts:

- \* Platforms should be circular and enclosed \* All parts should revolve in the same direction \* No super-structure over the edge of the platform \* Mechanism should be enclosed \* Height between underside and ground 60 110mm for 300mm in \* Protective skirts should be of rigid material and have no burrs or other defects \* The bottom edge should be flared towards the inside or protected Giant revolving discs
- \* Clearance of underside at lowest point: 300mm \* Max. platform height: 1m \* Free space: 3m \* Upper surface should be continuous, smooth and with no handles or grips \* Underside should be continuous, smooth and without any radial variations (i.e. spokes) or indentations

#### MINIMUM SPACE

\* Free space: Horizontal: 2m all round \* Vertical head clearance from platform: sitting 1.5m; standing 1.8m \* Small rotating items under 500mm diameter are excluded but RoSPA suggests as for rocking items

#### SURFACING REQUIREMENTS

\* There are no special extra requirements for surfacing areas \* Surfaces should be continuous underneath and level

#### **ROCKING ITEMS**

#### **DEFINITIONS**

- \* Rocking equipment which can be moved by the user and is supported from below
- \* Damping: any movement restricting device. (N.B. Springs are treated as self-damping)

#### **SAFETY REQUIREMENTS**

- \* Throughout the range of movement gaps in all accessible joints should be under 12mm \* Progressive restraint at extremity of movement is required \* Foot rests should be provided where the ground clearance is less than 230mm \* Hand grips should be provided for each seat or standing position
- \* Foot rests and hand grips should be firmly fixed and non-rotating \* Hand grip diameter: 16 45mm (for toddler items: 30mm maximum) \* Right -angled corners on moving equipment should be 20mm radius min. (e.g. a bird's beak)

#### MINIMUM SPACE

\* 1000mm between items at maximum movement.

#### SURFACING REQUIREMENTS

There are no special extra requirements for surfacing areas

# INSTALLATION, INSPECTION, MAINTENANCE AND OPERATION SAFETY

- \* Appropriate safety systems must be established by the operator \* No access should be allowed to unsafe equipment or areas \* Records should be kept by the playground operator \* Effectiveness of safety measures should be assessed annually \* Signs should be provided giving owner details and emergency service contact points \* Entrances for emergency services should be freely accessible
- \* Information on accidents should be kept (RoSPA has a suitable form)
  \* Staff and users should be safe during maintenance operations

#### INSPECTION

\* Manufacturers will recommend the inspection frequency although some sites may need a daily check Frequency

Routine visual inspections: identification of hazards from vandalism, use or weather conditions (RoSPA recommends a recorded daily or weekly inspection) Operational inspection: every 1 -3 months or as recommended. Checks operation, stability, wear etc. Annual main inspection: checks long-term levels of safety

- \* An inspection schedule should be prepared for each playground, listing components and methods
- \* Appropriate action should be taken if defects are noted

#### **ROUTINE MAINTENANCE**

\* Basic routine maintenance details should be supplied by the manufacturer

#### **CORRECTIVE MAINTENANCE**

\* This covers remedial work and repairs as required \* Alterations should only be carried out after consultation & agreement with the supplier or a competent person



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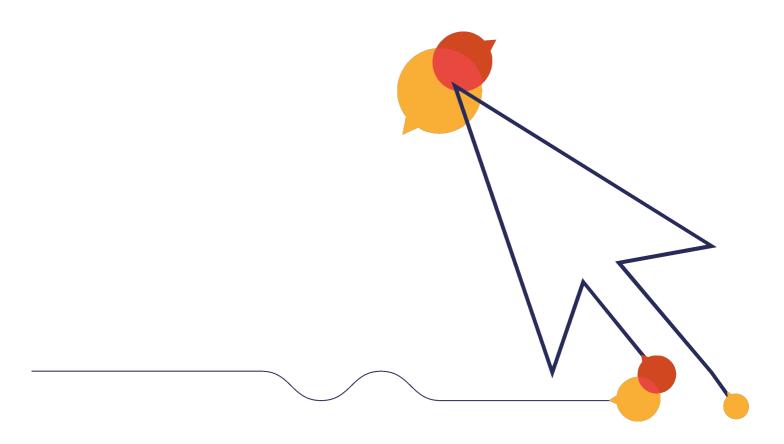
# **Safety Inspection Report**

**Annual Inspection** 

# St Davids Recreation Ground Main Area



14 June 2021





# **Safety Inspection Report**

# **Annual Inspection**

Site name: St Davids Recreation Ground Main Area

Date of inspection: **14 June 2021**Inspector: **David Owen** 

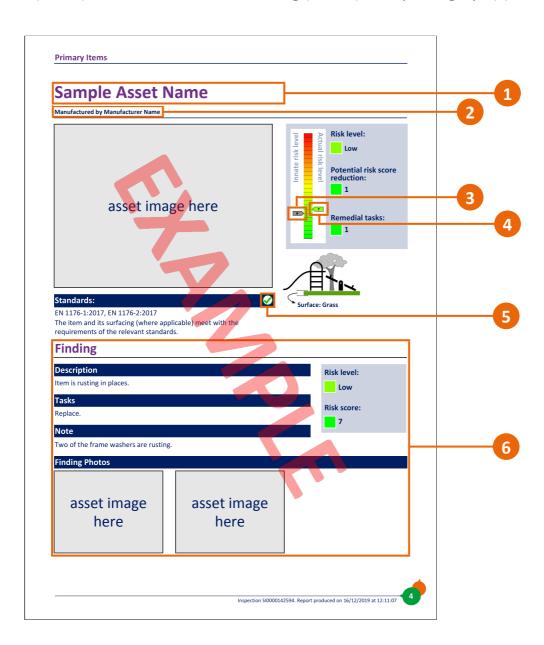




The assets on site are categorised as **Ancillary Items** or **Play Items**, and listed under those headings.

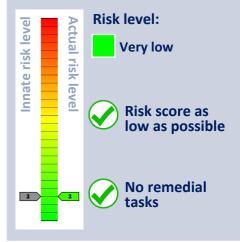
Each item is listed in the style shown in the image below, which contains labels to aid interpretation as follows:

- 1) The name of the asset
- 2) The manufacturer of the asset, if known,
- 3) The innate or default risk score of the asset, assuming it has no faults and complies with standards,
- 4) The actual risk score of the asset at the time of inspection, being the highest of the finding risks or the innate risk,
- 5) A statement about whether the item complies with the appropriate standards, including the names of those standards,
- 6) Details about findings, if any, including what is wrong (Description), what to do about it (Tasks), notes to aid understanding (Notes), and photograph(s) of the issue.



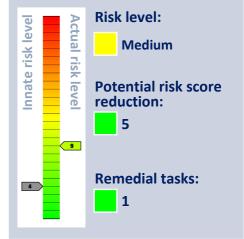
# Fencing - Bow-Top & Timber





# **Gates**





# **Maintenance Finding**

# Description

Item is damaged.

# Tasks

Repair.

# Note

Hinges damaged and loose. Gate stop damaged.

# **Risk level:**

Medium

**Risk score:** 

9









# Signage - Info





# **Fencing - Fleur-de-Lys**





# **Litter Bins**





# **Seating**

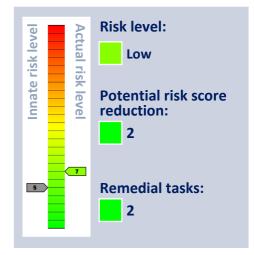




# **Multiplay - Junior - Slide Climber**

Manufactured by SMP (Playgrounds) Ltd







## Standards:

EN 1176-1:2017, EN 1176-3:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

## Description

Additional comments are noted below.

## **Tasks**

Read the notes for further action.

#### Note

Slide holds water due to run-out angle - reinstall.

# Risk level: Low Risk score:



# **Maintenance Finding**

# Description

Additional comments are noted below.

# **Tasks**

Read the notes for further action.

# Note

Bubble is holding water - contact the manufacturer for their comments.

# **Finding Photos**



Risk level:

Low

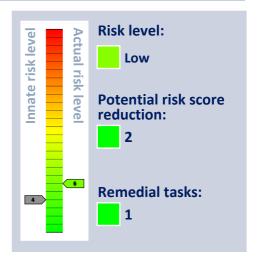
**Risk score:** 

6

# Swing - Toddler - 1 Bay 2 Seat

**Manufactured by Wicksteed Leisure Ltd** 







# Standards:

EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

The surface is cracking.

## **Tasks**

Repair.

## Note

Surface cracking.

# Risk level:



**Risk score:** 

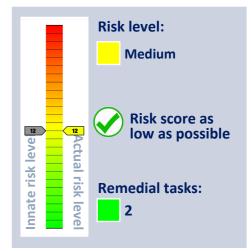




# **Parkour**

## **Manufactured by Lappset Group Ltd**







# Standards:

EN 16899:2016

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Fixtures loose or missing.

## **Tasks**

Tighten.

## Note

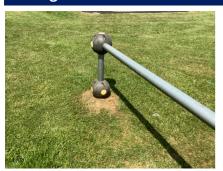
Posts and bars loose in the connecting balls - secure.

## Risk level:

Medium

Risk score:

10



# **Maintenance Finding**

# Description

Fixtures loose or missing.

# Tasks

Tighten.

# Note

All 3 round balls have slight movement and could be an unexpected movement when jumped upon - secure.

## Risk level:

Medium

**Risk score:** 

10

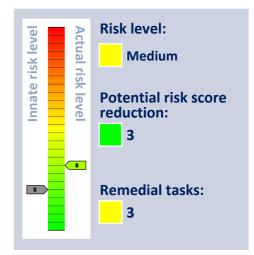




# **Rocker - Rocking Horse**

**Manufactured by Wicksteed Leisure Ltd** 







## Standards:

EN 1176-1:2017, EN 1176-6:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Projecting bolt thread.

# **Tasks**

Cut off and file down to remove sharp edges or use the correct length of bolt.

## Note

On the underside of the rocking horse foot board.

## Risk level:



**Risk score:** 





# **Maintenance Finding**

# Description

Delamination of wood.

## **Tasks**

Replace.

## Note

Foot boards delaminating and edges becoming sharp.

#### itote

# **Finding Photos**



# **Maintenance Finding**

# Description

Gaps have opened up between tiles causing trip hazard.

# **Tasks**

Re-glue and fill gaps and joints as necessary.

Risk level:

Risk level:

Low

**Risk score:** 

6

Low

**Risk score:** 

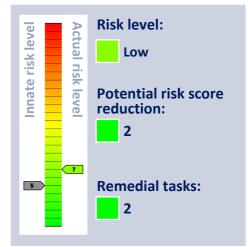
6



# Swing - Junior - 1 Bay 2 Seat

**Manufactured by Wicksteed Leisure Ltd** 







# Standards:

EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Surface needs repair.

## **Tasks**

Repair.

## Note

Both large joint opening up and area worn underneath the seat - repair.

## Risk level:



**Risk score:** 







# **Maintenance Finding**

# Description

Swing seat(s) wrapped around top bar.

# **Tasks**

Unwrap and check for damage.

# **Risk level:**



**Risk score:** 

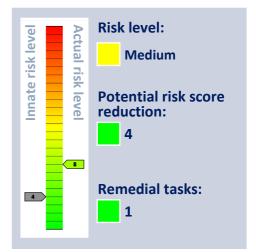




# **Rocker - Double**

#### **Manufactured by Wicksteed Leisure Ltd**







## Standards:

EN 1176-1:2017, EN 1176-6:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Gaps have opened up between tiles causing trip hazard.

# **Tasks**

Re-glue and fill gaps and joints as necessary.

# Risk level:

Medium

Risk score:

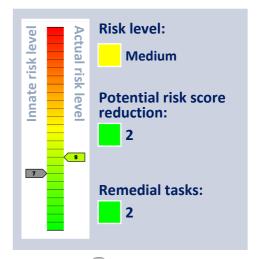
8



# **Multiplay - Junior**

#### **Manufactured by Wicksteed Leisure Ltd**







## Standards:

EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

RoSPA is concerned by accidents on some types of overhead ladders and rings. However, there is a strong development value in these items.

#### **Tasks**

The protective surface under all bars and rings must be kept in good condition.

## Risk level:



**Risk score:** 





# **Maintenance Finding**

# Description

Gaps between the tiles present hazards.

# **Tasks**

Eliminate the gaps.

**Risk level:** 

Medium

**Risk score:** 

9

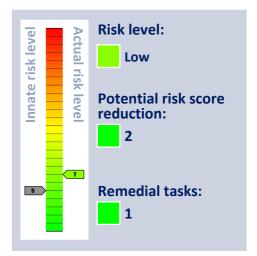




# Slide - Embankment

**Manufactured by Wicksteed Leisure Ltd** 







## Standards:

EN 1176-1:2017, EN 1176-3:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Ground erosion present.

## **Tasks**

Repair the worn areas.

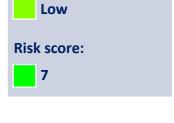
**Finding Photos** 

## Note

# Exposed concrete foundations around the platform.





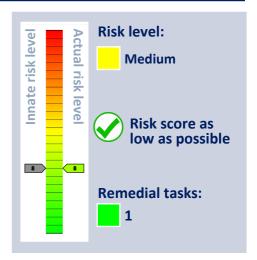


Risk level:

# **Combination Goal - With Lean-To - Arena**

Manufactured by SMP (Playgrounds) Ltd







## Standards:

EN 15312:2007+A1:2010

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# **Maintenance Finding**

# Description

Item is damaged.

## **Tasks**

Repair.

## Note

Net damaged - remove.

# Risk level:



**Risk score:** 





# **General Notes**

The risk scores are calculated by plotting the likelihood of harm against the severity of the injury sustained. The likelihood is given a score of 1 to 5, and the severity is given a score of 1 to 5. In doing this a matrix is produced which gives a numerical assessment of the risk on a score of 1 to 25, and a judgement is made as to which risks are low, which are medium and which are high. Risk scores may be adjusted in the light of experience and therefore may not be exactly as per the table. For example, a score of 7 may be noted.

Risks are calculated in this way:

- 1. An assessment of the likelihood of harm taking place is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Rare
  - b. 2 = Unlikely
  - c. 3 = Moderate
  - d. 4 = Likely
  - e. 5 = Certain
- 2. An assessment of the severity of the injury sustained is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Insignificant
  - b. 2 = Minor
  - c. 3 = Moderate
  - d. 4 = Major
  - e. 5 = Catastrophic
- 3. The two numbers are multiplied to give a risk score on a scale of 1 to 25.
- 4. Scores of 1 to 7 inclusive are considered to be low risk and are considered to be tolerable where this is the innate risk of the item,
- 5. Scores of 8 to 12 are considered to be medium risk and some control measures may be identified to reduce the risks to low, tolerable levels,
- 6. Score of 13 and above are considered to be high risk and urgent action is considered to be necessary to reduce the risks to tolerable levels.

# **General Notes**

It is important to note that where an outcome is catastrophic, but for which the likelihood is rare this will present a score of  $1 \times 5 = 5 = low risk$ . Similarly, a certain event for which the consequence is insignificant will present a score of  $5 \times 1 = 5 = low risk$ . It is important to consider likelihood and consequence, and not just one of the factors in isolation.

The multiplication of the factors into a risk matrix is given here in Table 1, with a judgement made as to risk scoring indicated by colour.

Green = LOW risk, Amber = MEDIUM risk, Red = HIGH risk.

Table 1 – Risk Score Matrix

	Severity						
		1	2	3	4	5	
L		Insignifi-	Minor	Moderate	Major	Catastro-	
i		cant				phic	
k	1 = Rare	1	2	3	4	5	
е		LOW	LOW	LOW	LOW	LOW	
1	2 = Unlikely	2	4	6	8	10	
i		LOW	LOW	LOW	MEDIUM	MEDIUM	
h	3 = Moderate	3	6	9	12	15	
0		LOW	LOW	MEDIUM	MEDIUM	HIGH	
0	4 = Likely	4	8	12	16	20	
d		LOW	MEDIUM	MEDIUM	HIGH	HIGH	
	5 = Certain	5	10	15	20	25	
		LOW	MEDIUM	HIGH	HIGH	HIGH	

### **Inspection Methodology**

The inspections are undertaken using the RPII's inspection methodology.

#### **Compliance with Standards**

Inspections are undertaken with reference to the appropriate standards, which are listed next to each item. Compliance with these standards is not mandatory in law, but it is useful to know whether items comply or not. If we think a change is needed, then this is noted in our report. Non-compliance does not necessarily mean that a change is needed. Where a standard is undated the current version is applied, unless overlap periods are allowed by the standards committee at the time of update. The information provided herein is to assist the owner/operator to fulfil its responsibilities as detailed in the relevant standards. Other standards referenced within the listed standards do not form part of this inspection.

The listed standards are relevant to all installations of equipment which are publicly accessible, including public parks, pay to play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks and the like. All equipment used in publicly accessible areas should meet with the requirements of the relevant listed standard.

Additionally, EN 1176-7 provides guidance on installation, inspection, maintenance and operation to owners/operators of equipment and ancillary items.

Domestic equipment falls outside the scope of standards for publicly accessible spaces. Domestic play equipment has its own standard (BS EN 71 – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report, but compliance may be assessed to the applicable standard relating to publicly accessible equipment.

Compliance with standards is not always a clear-cut thing. Some interpretation can be needed, and our interpretation may differ from the interpretation of others. In some cases, we may decide not to note non-compliance in cases where we think it may mislead or be unhelpful so to do.

#### What We Inspect

Annual and Post Installation inspections will take into consideration compliance with current standards and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area up to 3.0 metres around, or the fence line if closer.

Operational inspections only take into consideration defects related to wear and vandalism. Routine visual inspections (if undertaken) relate only to the most obvious defects such as broken or missing parts, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

The inspection is non-dismantling, non-destructive and does not include for any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under

manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

The inspector will access all standing surfaces as necessary on the equipment and assess all parts up to 2.5m above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment. Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document to ensure as far as is reasonably practicable the continued safe use of the items concerned. The owner/operator is responsible for the overall safety of the equipment and area. Inspectors who are trained to use ladders may use them where it is safe to do so, but if members of the public are present on-site ladders may not be used to access the equipment.

## What We Don't Inspect

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

Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of impact absorbing properties of any surfaces. The identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection or the inspection of any equipment (or part thereof) that is underground. Tightening any bolts, hinges or other fixing devices on any apparatus or equipment. Assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment. Assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming).

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

We have inspected without dismantling or destruction and so some aspects of the relevant standards may not be testable on site.

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

#### **Exposure to Risk**

Exposure to acceptable levels of risk and challenge is essential to children's development and allows them to exercise their right to play. Therefore, it can be judged that levels of risk above low risk can be acceptable. The risk scores shown allow the operator to make a judgement after first considering the benefit of the activity to which the risk score relates.

#### Ownership

There may be cases where we report issues that are not the site owner's responsibility. It is not necessarily possible for us to determine who owns what, and in any case we need to bring all risks to your attention if they can affect the safety of the site's users.

## **General Notes**

### **Contemporaneous Findings**

Our report shows the findings at the time of inspection. Subsequent events may affect the condition of the site. Suggested remedial actions are based upon our knowledge and experience. The owner/operator should seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

#### Timber

Where timbers are set into the ground it is not always possible to determine levels of decay. The owner/operator should ensure it conducts appropriate inspections to identify decay before it becomes a problem.

We can undertake more in-depth testing of your playground timbers using a resistograph. Timber is known to decay from the inside out. This makes it very important that you ensure proper testing and inspection is undertaken of your playground timbers, especially where defects may be hidden inside the structures. Testing using a resistograph can help to identify defects before they become outwardly apparent, but can also confirm the condition of good timbers to prevent premature replacement with its associated costs.

The testing is undertaken using a specialist machine, which uses electronically controlled drill resistance measurement. The drill is fine enough that it does not cause permanent damage to reduce the lifespan of the equipment.

Please contact us for pricing and further information.

## **Planting and Trees**

Where planting or trees are mentioned in our report please be advised that we do not undertake any arboricultural, horticultural or toxicological assessment of suitability or condition. You must ensure you undertake suitable inspections from an appropriate expert.

## **How This Inspection Contributes to Your Annual Main Inspection**

The owner/operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facility. The inspection guidance is listed in Table 1, with an indication of which parts will be included in your RoSPA inspection [the items in the first column are the items which comprise an "Annual Main Inspection", the second column shows which elements form part of a RoSPA inspection, items with a cross are not included, some items may have limitations as shown in the notes to the Table 1). The standards also contain additional parts which the owner/operator should follow.

#### Table 1

Inspection Recommendations of relevant standards These form the Annual Main Inspection	Included in RoSPA
6.1 and 6.2 c) Inspect and maintain in accordance with the manufacturer's instructions (see note 1)	Inspection?
6.2 a) Identify obvious hazards	<u>√</u>
6.2 b) Check for operation, stability and wear (see note 2)	<b>√</b> [2]
6.2 b) Check sealed for life parts	× (2)
6.2 b) Check for cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) and structural integrity (see note 2)	<b>√</b> [2]
6.2 c) Overall levels of safety of equipment	✓
6.2 c) Overall levels of safety of foundations (see note 2)	<b>√</b> [2]
6.2 c) Overall levels of safety of surface (see note 3)	<b>√</b> [3]
6.2 c) Compliance with the relevant parts of the standard (see note 4)	<b>√</b> [4]
6.2 c) Undertaking the responsibility of the operator's periodic, systematic assessment of the effectiveness of all their safety measures (BS EN 1176-7, 8.2.1)	×
6.2 c) Effects of weather	✓
6.2 c) Presence of rot or corrosion (see note 2)	<b>√</b> [2]
6.2 c) Assessment of repairs made/added or replaced components (see note 5)	<b>√</b> [5]
6.2 c) Excavation/dismantling/additional measures	×
6.3.1 Assessment of glass reinforced plastics (see note 6)	<b>√</b> [6]
6.3.2 Maintenance of one post equipment (see note 2)	<b>√</b> [2]
N.B. The clause numbers above are taken from BS EN 1176-7. The content is equally applicable to all other relevant standards.	
Notes [1] Playgrounds contain a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator's overall Annual Main Inspection as detailed in the relevant standards [2] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested for with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment [3] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on annual inspections [4] The inspection assesses compliance where this can be tested on site using manual methods without dismantling, destruction and without the use of tools or specialist equipment	
[5] The operator should use manufacturer's recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance [6] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.	

#### PROTECTION AGAINST INJURIES IN THE FREE SPACE

- \* No obstacles in the minimum space (other than structures to assist or safeguard the user)
- \* Traffic flows should not go through the minimum space

#### PROTECTION AGAINST INJURIES IN THE FALLING SPACE

\* Free height of fall should not exceed 3m \* No obstacles in the falling space \* Platforms with fall heights of more than 1m between them require surfacing

#### PROTECTION AGAINST INJURIES DUE TO OTHER TYPES OF MOVEMENT

\* No unexpected obstacles

#### SURFACING SAFETY REQUIREMENTS

\* Surfacing should have no sharp edges or protrusions \* Loose fills should be 100mm more than the depth required to meet the HIC reading (usually 200mm) \* Hard surfaces should only be used outside where children fall \* Testable Impact absorbing surfaces if falls over 600mm are possible. Topsoil or turf may be used up to 1m

#### **DESIGN AND MANUFACTURE**

- \* The equipment must be suitable for the user and risks should be identifiable by the child \* Accessibility: adults must be able to gain access to help children \* Grip requirements: permitted diameter 16 45mm (i.e. overhead bars) \* Grasp requirements: maximum diameter 60mm (e.g. handrails on steps)
- \* Requirements for easily accessible equipment

#### **FINISHING**

- \* Timber species and synthetics should be splinter resistant \* No protrusions or sharp-edged components \* Bolts should not protrude by more than 8mm \* Corners, edges or projecting parts over 8mm should have a 3mm radius. \* No hard and sharp-edged parts (e.g. razor blade effect caused by sheet steel) \* No crushing or shearing points
- \* Connections should not come loose by themselves and should resist removal. \* Timber connections should not rely solely on screws or nails. \* Leaking lubricants should not stain or impair the safety of the equipment

#### **FIBRE ROPES**

- \* Conform to EN 701 or 919 or have a material and load certificate
- \* Ropes used by hands shall have a soft, non-slip covering

#### WIRE ROPES

\* Non-rotating and corrosion resistant with no splayed wires outside the ferrule \* Wire connector clip threads should protrude less than 8mm \* Turnbuckles should be enclosed, have a loop at each end and be secured

#### **CHAINS**

- \* Maximum opening of individual links: 8.6mm in any one direction.
- \* Connecting links between chains must be less than 8.6mm or over 12mm

#### **SWINGING SUSPENDED ROPES**

\* Not combined with swings in the same bay \* Less than 2m long: over 600mm from static parts; over 900mm from swinging parts \* 2m - 4m long: over 1000mm from anything \* Diameter: 25 - 45mm

#### **CLIMBING ROPES**

- \* Anchored at both ends and movement less than 20% of rope length
- \* Single climbing rope diameter: 18 45mm (nets comply with Grip requirements)

#### **ENTRAPMENTS**

\* Entrapment: a place from which children cannot extricate themselves unaided There are six probes: the Torso Probe, the Large Head Probe, The Small Head probe, the Wedge Probe and the two Finger Rods. There is a toggle test to reduce the dangers of clothing toggles being caught on slides, fireman's poles and roofs, and a ring gauge to test for rocker hand/foot rest protrusions.

#### **BRIDGES**

\* The space between the flexible bridge and rigid sides should be not less than 230mm

#### **ENTRAPMENT OF FEET AND LEGS**

- \* Inclined planes (not suspension bridges) less than  $38^{\circ}$  should have no gaps over 30 mm
- \* There are no requirements for suspension bridge gaps other than the main entrapment requirements

#### FINGER ENTRAPMENTS

These occur in: 1. gaps where child's movement may cause a finger to become stuck; 2. open-ended tubes; 3. moving gaps

- \* Tube ends should be securely enclosed and removable only with tools
- \* Moving gaps should not close to less than 12mm

#### **BARRIERS AND GUARD-RAILS**

\* Hand-rail: a rail to help the child balance \* Guard-rail: a rail to prevent children falling \* Barrier: a guard-rail with non-climbable in-fill HAND-RAILS

\* Where required they should be between 600 and 850mm above the standing surface

#### EQUIPMENT FOR UNDER 3'S

\* Platforms over 600mm require a barrier with a minimum height of 700mm high + impact absorbing surfacing

#### **EQUIPMENT FOR OVER 3'S**

\* Platforms up to 1000mm: No barriers or guard-rails required + impact absorbing surface over \* Platforms 1000-2000mm: 600 - 850mm high guard-rail + impact absorbing surfacing \* Platforms 2000-3000mm: 700mm high barrier + impact absorbing surfacing \* No bars, infills or steps which can be used as steps. Tops should discourage standing or sitting

#### MEANS OF ACCESS

The main change in this area is that the probes should now be applied to accesses. All means of access should have no entrapments; be securely fixed; be level to  $\pm 3^{\circ}$  (ramps across width) and have a constant angle. It does not refer to agility equipment used as an access i.e. arched climbers, scramble nets. There are specific measurements for ladders, stairs and ramps.

#### **SWINGS**

The main changes relate to requirements for new types of swings, dimensions and surfacing areas.

#### REQUIREMENTS

\* No all rigid suspension members (i.e. solid bar top to bottom) \* Design should be principally for use by seated children (RoSPA interpretation) \* Two seats per bay maximum. Do not mix cradle and flats seats in same bay \* Some types of swings have slightly different requirements. Information should be obtained from the supplier \* Single points swing chains should not twist round each other \* Single point swings require a secondary bearing support mechanism

#### DIMENSIONS

\* Minimum ground clearance at rest: 350mm (400mm for single point swings and tyres) \* No maximum seat surface height but RoSPA recommends a max. height of 635mm for cradles and flat seats \* Distance between seat and frame: 20% of swing suspension + 200mm \* Distance between seats: 20% of the swing suspension + 300mm \* Pivot splay (separation distance) at crossbar: width between seat fixings plus 5% of swing suspension length

#### SITING

\* Swing sets for young children should be separated from those for older children and sited to avoid cross traffic

#### SURFACING REQUIREMENTS

Forward and Back

- \* Different areas for synthetic and loose-fill surfaces in a box or pit. Measurements each way are: 1. synthetic: 0.867 x length of suspension member + 1.75m 2. loose-fill: 0.867 x length of suspension member + 2.25m
- \* Seat width no greater than 500mm: 1.75m minimum (i.e. .875mm each way from seat centre)
- \* Areas for two seats in one bay may overlap providing the distance between seats is correct Single point swings
- \* Circular area with a radius equal to the Forward and Backward figure for other swings

#### SLIDES

#### **SAFETY REQUIREMENTS**

\* Free-standing slides: the max. vertical height which a stairway can reach without a change of direction is 2.5m. \* Starting section at the top of each chute: length 350mm minimum, zero to 5° downwards at the centre line.

N.B. This can be the platform if the slide is attached to it \* If the starting section is over 400mm long, platform requirements apply \* From a platform, the gap to the slide is the same width as the slide \* Attachment slides over 1m free fall height should have starting section barriers 500mm min. high at one point \* Attachment slides over 1m FFH should have a guard-rail across the entrance at a ht. of between 700-900mm

Sliding sections

- \* Maximum angle: 60° at any one point and an average of 40° \*The width of open and straight slides over 1500mm long should be less than 700mm or greater than 950mm \* Spiral or curved slides should have a width less than 700mm
  RUIN -OUTS
- \* Run-outs of at least 300mm are required if the sliding section is under 1.5m long. \* Additional requirements are required for different types of slides \* Average angle of run-outs: DIN type 10° (BS type) 5° (both downwards) \* Height of run-out: Less than 1.5m sliding length: max. 200mm. Greater than 1.5m sliding length: max. 350mm \* Users should come to a stop on the run-out section (BS type only) \* Chutes should have a side height related to the fall height: 1.2m: 100mm minimum: 1.2m 2.5m: 150mm minimum: Over 2.5m: 500mm minimum
- \* Maximum side angle from slide bed: 30° \* Tops of sides should be rounded or radiused to at least 3mm \* Tunnel slides should be a minimum 750mm high and 750mm wide \* Tunnels should start on or at the end of the starting section and be continuous over the sliding section only

#### SURFACING REQUIREMENTS

Normal distances except for the run-out which should be: \* DIN type: 1m each side and 2m beyond (or just 1.5m beyond for short slides) \* BS type: 1m each side and 1m beyond

#### **CABLE RUNWAYS**

#### SAFETY REQUIREMENTS

- \* Stop at end should progressively slow down the traveller \* Traveller should not be removable except with tools \* No access to internal mechanism \* Suspension mechanism: flexible, exclude risk of strangulation or be at least 2m above the ground in the middle \* Where children hang by the hands, the grip should not be enclosed (i.e. a loop)
- \* Climbing should be discouraged onto the grip \* Children should be able to get off the seat at any time (i.e. no loops or straps) \* Maximum loaded (69.5kg) speed is 7m per second \* If two cables are placed parallel the min. distance between them is 2m

#### IMPACT AREAS

\* 2m either side of main cable

#### **ROTATING ITEMS**

The main changes are in clearer separation into different types. A change in the clearance between the underside and the ground will affect older items. The change should provide greater safety. NOTE: Rotating items under 500mm diameter are excluded from these requirements

#### SAFETY REQUIREMENTS

\* Maximum free height of fall: 1000mm (For overhead items: 1500 - 3000mm) \* Max. speed at periphery under reasonable use: 5m per s econd. As no method is given, this cannot be tested \* Hand grips should be between 16 - 45mm SPECIFIC REQUIREMENTS

There are specific requirements for different types of roundabout. The two most common ones are: Platform roundabouts:

- \* Platforms should be circular and enclosed \* All parts should revolve in the same direction \* No super-structure over the edge of the platform \* Mechanism should be enclosed \* Height between underside and ground 60 110mm for 300mm in \* Protective skirts should be of rigid material and have no burrs or other defects \* The bottom edge should be flared towards the inside or protected Giant revolving discs
- \* Clearance of underside at lowest point: 300mm \* Max. platform height: 1m \* Free space: 3m \* Upper surface should be continuous, smooth and with no handles or grips \* Underside should be continuous, smooth and without any radial variations (i.e. spokes) or indentations

#### MINIMUM SPACE

\* Free space: Horizontal: 2m all round \* Vertical head clearance from platform: sitting 1.5m; standing 1.8m \* Small rotating items under 500mm diameter are excluded but RoSPA suggests as for rocking items

#### SURFACING REQUIREMENTS

\* There are no special extra requirements for surfacing areas \* Surfaces should be continuous underneath and level

#### **ROCKING ITEMS**

#### **DEFINITIONS**

- \* Rocking equipment which can be moved by the user and is supported from below
- \* Damping: any movement restricting device. (N.B. Springs are treated as self-damping)

#### **SAFETY REQUIREMENTS**

- \* Throughout the range of movement gaps in all accessible joints should be under 12mm \* Progressive restraint at extremity of movement is required \* Foot rests should be provided where the ground clearance is less than 230mm \* Hand grips should be provided for each seat or standing position
- \* Foot rests and hand grips should be firmly fixed and non-rotating \* Hand grip diameter: 16 45mm (for toddler items: 30mm maximum) \* Right -angled corners on moving equipment should be 20mm radius min. (e.g. a bird's beak)

#### MINIMUM SPACE

\* 1000mm between items at maximum movement.

#### SURFACING REQUIREMENTS

There are no special extra requirements for surfacing areas

# INSTALLATION, INSPECTION, MAINTENANCE AND OPERATION SAFETY

- \* Appropriate safety systems must be established by the operator \* No access should be allowed to unsafe equipment or areas \* Records should be kept by the playground operator \* Effectiveness of safety measures should be assessed annually \* Signs should be provided giving owner details and emergency service contact points \* Entrances for emergency services should be freely accessible
- \* Information on accidents should be kept (RoSPA has a suitable form)
  \* Staff and users should be safe during maintenance operations

#### INSPECTION

\* Manufacturers will recommend the inspection frequency although some sites may need a daily check Frequency

Routine visual inspections: identification of hazards from vandalism, use or weather conditions (RoSPA recommends a recorded daily or weekly inspection) Operational inspection: every 1 -3 months or as recommended. Checks operation, stability, wear etc. Annual main inspection: checks long-term levels of safety

- \* An inspection schedule should be prepared for each playground, listing components and methods
- \* Appropriate action should be taken if defects are noted

#### **ROUTINE MAINTENANCE**

\* Basic routine maintenance details should be supplied by the manufacturer

#### **CORRECTIVE MAINTENANCE**

\* This covers remedial work and repairs as required \* Alterations should only be carried out after consultation & agreement with the supplier or a competent person



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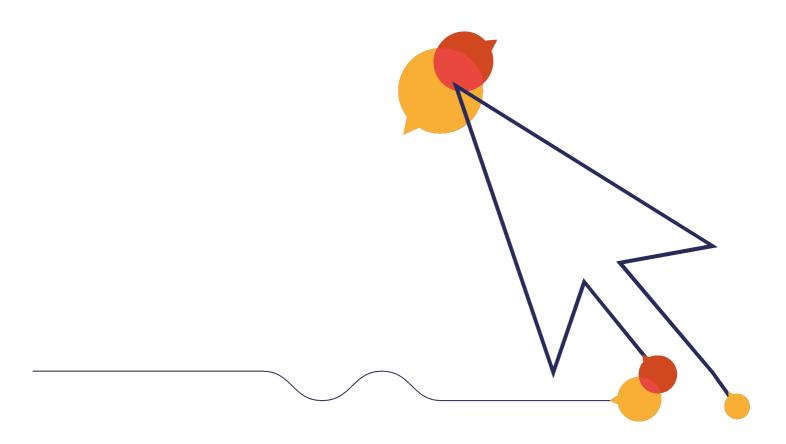
# **Safety Inspection Report**

**Annual Inspection** 

# St Davids Recreation Ground Tennis Court



14 June 2021





# **Safety Inspection Report**

# **Annual Inspection**

Site name: St Davids Recreation Ground Tennis Court

Date of inspection: **14 June 2021**Inspector: **David Owen** 

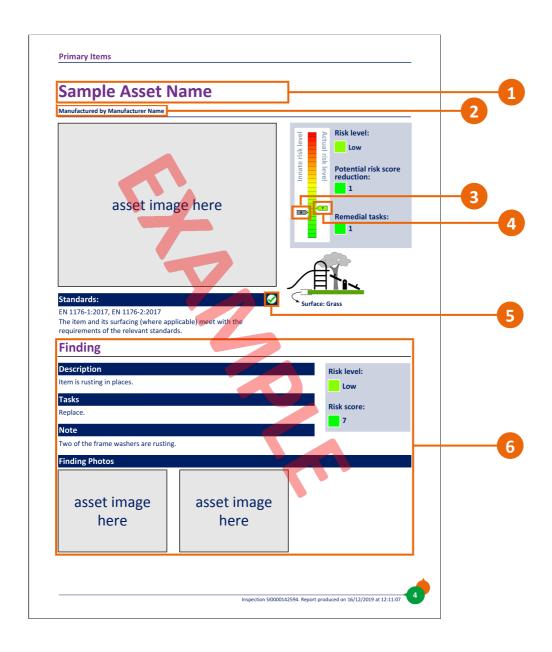




The assets on site are categorised as **Ancillary Items** or **Play Items**, and listed under those headings.

Each item is listed in the style shown in the image below, which contains labels to aid interpretation as follows:

- 1) The name of the asset
- 2) The manufacturer of the asset, if known,
- 3) The innate or default risk score of the asset, assuming it has no faults and complies with standards,
- 4) The actual risk score of the asset at the time of inspection, being the highest of the finding risks or the innate risk,
- 5) A statement about whether the item complies with the appropriate standards, including the names of those standards,
- 6) Details about findings, if any, including what is wrong (Description), what to do about it (Tasks), notes to aid understanding (Notes), and photograph(s) of the issue.



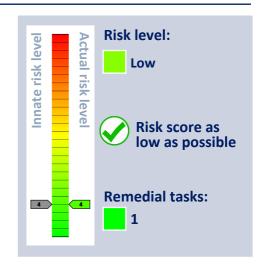
# **Fencing - Fleur-de-Lys**





# **Gate - Fleur-de-Lys**





# **Maintenance Finding**

# Description

Item was not inspected on this occasion.

# **Tasks**

Ensure a proper inspection is conducted at the appropriate time.

Risk level:

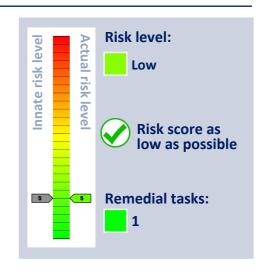
Very low

Risk score:



# **Gate - Chain Link**





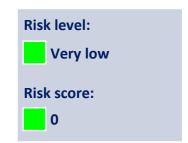
# **Maintenance Finding**

# Description

The gate is locked and a full inspection of its operation is not possible.

# **Tasks**

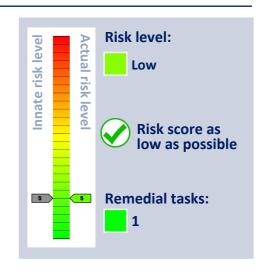
Ensure the operation of the gate is checked.





# **Fencing - Chain Link**





# **Maintenance Finding**

# Description

Item was not inspected on this occasion.

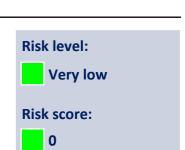
# **Tasks**

Ensure a proper inspection is conducted at the appropriate time.

# Note

Gate closed.

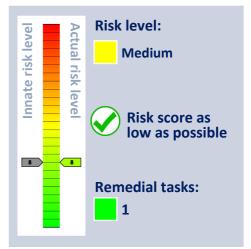




# **Tennis Court**

# Manufactured by (Unknown)







# Standards:

None

This item has not been assessed against any applicable standards, but the principles of other standards may have been applied to ensure suitable safety.

# **Maintenance Finding**

# Description

Item was not inspected on this occasion.

# **Tasks**

Ensure a proper inspection is conducted at the appropriate time.

# Note

Gate locked.

# Risk level: Very low Risk score: 0



# **General Notes**

The risk scores are calculated by plotting the likelihood of harm against the severity of the injury sustained. The likelihood is given a score of 1 to 5, and the severity is given a score of 1 to 5. In doing this a matrix is produced which gives a numerical assessment of the risk on a score of 1 to 25, and a judgement is made as to which risks are low, which are medium and which are high. Risk scores may be adjusted in the light of experience and therefore may not be exactly as per the table. For example, a score of 7 may be noted.

Risks are calculated in this way:

- 1. An assessment of the likelihood of harm taking place is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Rare
  - b. 2 = Unlikely
  - c. 3 = Moderate
  - d. 4 = Likely
  - e. 5 = Certain
- 2. An assessment of the severity of the injury sustained is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Insignificant
  - b. 2 = Minor
  - c. 3 = Moderate
  - d. 4 = Major
  - e. 5 = Catastrophic
- 3. The two numbers are multiplied to give a risk score on a scale of 1 to 25.
- 4. Scores of 1 to 7 inclusive are considered to be low risk and are considered to be tolerable where this is the innate risk of the item,
- 5. Scores of 8 to 12 are considered to be medium risk and some control measures may be identified to reduce the risks to low, tolerable levels,
- 6. Score of 13 and above are considered to be high risk and urgent action is considered to be necessary to reduce the risks to tolerable levels.

# **General Notes**

It is important to note that where an outcome is catastrophic, but for which the likelihood is rare this will present a score of  $1 \times 5 = 5 = low risk$ . Similarly, a certain event for which the consequence is insignificant will present a score of  $5 \times 1 = 5 = low risk$ . It is important to consider likelihood and consequence, and not just one of the factors in isolation.

The multiplication of the factors into a risk matrix is given here in Table 1, with a judgement made as to risk scoring indicated by colour.

Green = LOW risk, Amber = MEDIUM risk, Red = HIGH risk.

Table 1 – Risk Score Matrix

	Severity											
		1	2	3	4	5						
L		Insignifi-	Minor	Moderate	Major	Catastro-						
i		cant				phic						
k	1 = Rare	1	2	3	4	5						
е		LOW	LOW	LOW	LOW	LOW						
1	2 = Unlikely	2	4	6	8	10						
i		LOW	LOW	LOW	MEDIUM	MEDIUM						
h	3 = Moderate	3	6	9	12	15						
0		LOW	LOW	MEDIUM	MEDIUM	HIGH						
0	4 = Likely	4	8	12	16	20						
d		LOW	MEDIUM	MEDIUM	HIGH	HIGH						
	5 = Certain	5	10	15	20	25						
		LOW	MEDIUM	HIGH	HIGH	HIGH						

# **Inspection Methodology**

The inspections are undertaken using the RPII's inspection methodology.

# **Compliance with Standards**

Inspections are undertaken with reference to the appropriate standards, which are listed next to each item. Compliance with these standards is not mandatory in law, but it is useful to know whether items comply or not. If we think a change is needed, then this is noted in our report. Non-compliance does not necessarily mean that a change is needed. Where a standard is undated the current version is applied, unless overlap periods are allowed by the standards committee at the time of update. The information provided herein is to assist the owner/operator to fulfil its responsibilities as detailed in the relevant standards. Other standards referenced within the listed standards do not form part of this inspection.

The listed standards are relevant to all installations of equipment which are publicly accessible, including public parks, pay to play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks and the like. All equipment used in publicly accessible areas should meet with the requirements of the relevant listed standard.

Additionally, EN 1176-7 provides guidance on installation, inspection, maintenance and operation to owners/operators of equipment and ancillary items.

Domestic equipment falls outside the scope of standards for publicly accessible spaces. Domestic play equipment has its own standard (BS EN 71 – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report, but compliance may be assessed to the applicable standard relating to publicly accessible equipment.

Compliance with standards is not always a clear-cut thing. Some interpretation can be needed, and our interpretation may differ from the interpretation of others. In some cases, we may decide not to note non-compliance in cases where we think it may mislead or be unhelpful so to do.

# What We Inspect

Annual and Post Installation inspections will take into consideration compliance with current standards and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area up to 3.0 metres around, or the fence line if closer.

Operational inspections only take into consideration defects related to wear and vandalism. Routine visual inspections (if undertaken) relate only to the most obvious defects such as broken or missing parts, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

The inspection is non-dismantling, non-destructive and does not include for any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under

manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

The inspector will access all standing surfaces as necessary on the equipment and assess all parts up to 2.5m above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment. Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document to ensure as far as is reasonably practicable the continued safe use of the items concerned. The owner/operator is responsible for the overall safety of the equipment and area. Inspectors who are trained to use ladders may use them where it is safe to do so, but if members of the public are present on-site ladders may not be used to access the equipment.

# What We Don't Inspect

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

Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of impact absorbing properties of any surfaces. The identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection or the inspection of any equipment (or part thereof) that is underground. Tightening any bolts, hinges or other fixing devices on any apparatus or equipment. Assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment. Assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming).

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

We have inspected without dismantling or destruction and so some aspects of the relevant standards may not be testable on site.

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

### **Exposure to Risk**

Exposure to acceptable levels of risk and challenge is essential to children's development and allows them to exercise their right to play. Therefore, it can be judged that levels of risk above low risk can be acceptable. The risk scores shown allow the operator to make a judgement after first considering the benefit of the activity to which the risk score relates.

### Ownership

There may be cases where we report issues that are not the site owner's responsibility. It is not necessarily possible for us to determine who owns what, and in any case we need to bring all risks to your attention if they can affect the safety of the site's users.

# **General Notes**

# **Contemporaneous Findings**

Our report shows the findings at the time of inspection. Subsequent events may affect the condition of the site. Suggested remedial actions are based upon our knowledge and experience. The owner/operator should seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

### Timber

Where timbers are set into the ground it is not always possible to determine levels of decay. The owner/operator should ensure it conducts appropriate inspections to identify decay before it becomes a problem.

We can undertake more in-depth testing of your playground timbers using a resistograph. Timber is known to decay from the inside out. This makes it very important that you ensure proper testing and inspection is undertaken of your playground timbers, especially where defects may be hidden inside the structures. Testing using a resistograph can help to identify defects before they become outwardly apparent, but can also confirm the condition of good timbers to prevent premature replacement with its associated costs.

The testing is undertaken using a specialist machine, which uses electronically controlled drill resistance measurement. The drill is fine enough that it does not cause permanent damage to reduce the lifespan of the equipment.

Please contact us for pricing and further information.

# **Planting and Trees**

Where planting or trees are mentioned in our report please be advised that we do not undertake any arboricultural, horticultural or toxicological assessment of suitability or condition. You must ensure you undertake suitable inspections from an appropriate expert.

# **How This Inspection Contributes to Your Annual Main Inspection**

The owner/operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facility. The inspection guidance is listed in Table 1, with an indication of which parts will be included in your RoSPA inspection [the items in the first column are the items which comprise an "Annual Main Inspection", the second column shows which elements form part of a RoSPA inspection, items with a cross are not included, some items may have limitations as shown in the notes to the Table 1). The standards also contain additional parts which the owner/operator should follow.

### Table 1

Inspection Recommendations of relevant standards These form the Annual Main Inspection	Included in RoSPA
6.1 and 6.2 c) Inspect and maintain in accordance with the manufacturer's instructions (see note 1)	Inspection?
6.2 a) Identify obvious hazards	√ [±]
6.2 b) Check for operation, stability and wear (see note 2)	<b>√</b> [2]
6.2 b) Check sealed for life parts	× (2)
6.2 b) Check for cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) and structural integrity (see note 2)	<b>√</b> [2]
6.2 c) Overall levels of safety of equipment	✓
6.2 c) Overall levels of safety of foundations (see note 2)	<b>√</b> [2]
6.2 c) Overall levels of safety of surface (see note 3)	<b>√</b> [3]
6.2 c) Compliance with the relevant parts of the standard (see note 4)	<b>√</b> [4]
6.2 c) Undertaking the responsibility of the operator's periodic, systematic assessment of the effectiveness of all their safety measures (BS EN 1176-7, 8.2.1)	*
6.2 c) Effects of weather	✓
6.2 c) Presence of rot or corrosion (see note 2)	<b>√</b> [2]
6.2 c) Assessment of repairs made/added or replaced components (see note 5)	<b>√</b> [5]
6.2 c) Excavation/dismantling/additional measures	×
6.3.1 Assessment of glass reinforced plastics (see note 6)	<b>√</b> [6]
6.3.2 Maintenance of one post equipment (see note 2)	<b>√</b> [2]
N.B. The clause numbers above are taken from BS EN 1176-7. The content is equally applicable to all other relevant standards.	
Notes [1] Playgrounds contain a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator's overall Annual Main Inspection as detailed in the relevant standards [2] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested for with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment [3] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on annual inspections [4] The inspection assesses compliance where this can be tested on site using manual methods without	
dismantling, destruction and without the use of tools or specialist equipment [5] The operator should use manufacturer's recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance [6] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.	



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Paper L – Report to the Brixworth Parish Council on 29th June 2021



# **Street Lighting**

The Parish Council provides footway lighting in some parts of the village. This is carried out in accordance with the ACT.

The street lanterns are maintained by EON who had advised of the need to upgrade to meet current standards and also because of the lack of availability of replacement parts. (The low pressure sodium (SOX) lamps used by the Parish Council is being phased out) The replacement lanterns would be LED.

The Council has street lights in the following locations -

Number	Street	Location
1	Spratton Road	Between 55-65
2	St David's Road	O/S 28
3	St David's Road	O/S 25
4	St David's Road	O/S 22
5	Parkfield Road	O/S 23
6	Swedish Houses, off Frog Hall	O/S 2
7 L10CKC	All Saints Church	
8	All Saints Church, access from Church Street	Next to church gate
9	All Saints Church, access from Station Road	Next to church gate

The cost of the replacement of all of the lanterns is £2470. This also includes an overhead connection being updated and a new plastic service box installing. The Parish Council has a street lighting budget of £9,620.

# Recommendation

It is recommended that the EON be requested to progress this work as quoted at a cost of £2470.

2021-2022 BUDGET	2021 -2022 Budget £	April	Мау	June	July	August	September	October	November	December	January	February	March	Accrual	TotalSpent	% spent	Under/Over Spend
1.00 Staff Costs 1.01 Clerk's Salary																	
2.00 Subscriptions and Fees     2.01 NALC Subscription     2.02 NALC Planning Helpline     2.03 CPRE Subscription     2.04 ACRE Subscription     2.05 SLCC Subscription     2.06 ROSPA     2.07 Living Wage     2.08 SAGE Payroll Support     2.09 SAGE Instant Accounts Support     2.10 Scribe (New finance package)     2.11 Parish on-line mapping     2.12 Web site, hosting and emails     2.13 Peninsular (HR Consultants)     2.14 IT Support     2.15 Microsoft license     Sub Total	1,510 600 60 180 275 275 100 250 385 100 500 3,300 500 300 8,335	1554.21 36.00 88.00 271.62 45.00 225.60 2,220	60.00 195.00 271.62	274.00 180.00 271.62							_				1554.21 0.00 36.00 0.00 274.00 60.00 195.00 0.00 0.00 268.00 0.00 244.00 0.00 0.00 0.00 259.00 0.0	102.93% 0.00% 60.00% 0.00% 99.64% 60.00% 78.00% #DIV/0! 0.00% 53.60% 24.69% 9.00% 75.20%	44 (600) (24) (180) (275) (1) (40) (55) - (385) (100) (232) (2,485) (455) (74) (4,862)
3.00 Expenses & Allowances     3.01 Clerk's and Assistance allowances     3.02 Community Allowance     3.03 Clerk's Telephone     3.04 Chairman's Telephone     3.05 Parish Councillors Expenses     Sub Total	2,750 200 480 200 200 3,830	19.49 104	69.20 18.95	80.00 19.51	-	-	-	-	-	-	-	-	-	-	233.35 0.00 57.95 0.00 0.00 291	8.49% 0.00% 12.07% 0.00% 0.00% 7.61%	(2,517) (200) (422) (200) (200) (3,539)
4.00 Administration     4.01 Audit Costs - Internal     4.02 - External     4.03 Print Annual Report/Parish Newsletter     4.04 Insurance - Parish     4.05 - Vehicles     4.06 Stationery & Postage     4.07 Office Equipment     4.08 Training Budget     4.09 Legal Expenses (Assets)     4.10 Hall Hire     4.11 Broadband and Telephone Costs - Comm Centre     4.12 General Data Protection Regulations (GDPR)     4.13 LGR Costs     4.14     Sub Total	600 800 1,600 1,500 950 350 1,000 1,500 3,000 1,500 650	350.00 50.95	44.00 51.74	350.00 24.15 12.40 52.95	-								-		350.00 0.00 350.00 0.00 0.00 24.15 12.40 44.00 0.00 155.64 0.00 0.00 0.00 0.00	58.33% 0.00% 21.88% 0.00% 0.00% 0.00% 6.90% 1.24% 2.93% 0.00% 23.94% 0.00% #DIV/0! #DIV/0!	(250) (800) (1,250) (1,500) (950) (326) (988) (1,456) (3,000) (1,500) (494) (100)
5.00 Projects & Grants 5.01 Community Grants 5.02 Projects 5.03 Neighbourhood Plan 5.04 Calendar 5.05 Community Centre 5.06 Events 5.07 Brixworth Kitchen Sub Total	5,000 2,500 2,500 750 4,000 2,500 1,000 18,250	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00 0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	(5,000) (2,500) (2,500) (750) (4,000) (2,500) (1,000) (18,250)
6.00 Legal Costs 6.01 Barnister Fees 6.02 Solicitor Fees 6.03 Solicitor Disbursements' 6.04 Court Costs 6.05 Travel Expenses Sub Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00 0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	
7.00 Ear Marked Reserves  7.01 Election Costs  7.02 Street Lighting  7.03 Mower Replacement  7.04 Van Replacement  7.05 Small Mower Replacement  7.06 CIL Contribution  7.07 Strimmer replacement  7.08 St Davids Car Park  7.09 Ashway Car Park  7.10 Buildings/Bus shelters  7.11 Litter bins (moved from Highways & Environment)  7.12 Play Equipment  7.13 County Court Case  Sub Total	400 1,500 3,500 400 - - 1,500 1,500 2,000 1,500 3,000 - 15,300					-									0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%	(400) (1,500) (3,500) (400) - - (1,500) (1,500) (2,000) (1,500) (3,000) - (15,300)

# F

2021-	2022 BUDGET	2021 -2022 Budget £
8.00	Highways & Environment	
8.01	Footway Lighting	1,000
8.03	Signs	500
8.08	Footpaths/Highways	2,000
	Sub Total	3,500
9.00	Environment	_
9.01	Trees - Survey	500
9.02	Trees - General	500
9.03	- Ashway	500
9.04	- Pocket Park	500
9.04 9.05	- Pocket Park Hedge/Fencing New/Repair - St Davids	500 350
9.05	Hedge/Fencing New/Repair - St Davids	350
9.05 9.06	Hedge/Fencing New/Repair - St Davids - Ashway - Spratton Road Library Shrub Bed	350 820
9.05 9.06 9.07	Hedge/Fencing New/Repair - St Davids - Ashway - Spratton Road	350 820 300

21-2022 BUDGET	2021 -2022 Budget £	April	Мау	June	July	August	September	October	November	December	January	February	March	Accrual	TotalSpent	% spent	Under/Over Spend
.00 Highways & Environment	1																
3.01 Footway Lighting	1,000	174.11		28.28											202.39	20.24%	(798)
.03 Signs	500														0.00	0.00%	(500)
.08 Footpaths/Highways	2,000														0.00	0.00%	(2,000)
Sub Total	3,500	174	-	28	-	-	-	-	-	-	-	-	-	-	202	5.78%	(3,298)
•	<del></del>																
.00 Environment																	
.01 Trees - Survey	500														0.00	0.00%	(500)
.02 Trees - General	500			815.00											815.00	163.00%	315
.03 - Ashway	500														0.00	0.00%	(500)
.04 - Pocket Park	500														0.00	0.00%	(500)
.05 Hedge/Fencing New/Repair - St Davids	350														0.00	0.00%	(350)
.06 - Ashway	820														0.00	0.00%	(820)
.07 - Spratton Road	300														0.00	0.00%	(300)
.08 Library Shrub Bed	200	15.00													15.00	7.50%	(185)
.09 Flower boxes / Wild Flowers	1,000														0.00	0.00%	(1,000)
Sub Total	4,670	15		815	-		-		-	-	-	-	-	-	830	17.77%	(3,840)

2021-2022 BUDGET	2021 -2022 Budget £	April	Мау	June	July	August	September	October	November	December	January	February	March	Accrual	TotalSpent	% spent	Under/Over Spend
10.00 Maintenance 10.01 Village Enhancement /Maintenance 10.02 Sundry purchases	1,000 1,000	162.78	45.00 86.92	138.20 52.00											345.98 138.92	34.60% 13.89%	(654) (861)
10.03   Xmas lighting   10.04   Ground Maintenance   - Ashway   10.05   - St Davids   10.06   - Spratton Rd.	1,000 3,200 5,000	567.11 760.00	491.67 686.00	5.83											0.00 1064.61 1446.00 0.00	0.00% 33.27% 28.92% #DIV/0!	(1,000) (2,135) (3,554)
10.07         Plant Maintenance & Replacement           10.08         Tennis Court Maintenance           10.09         Mower, Van Running Costs           10.10         Van leases cost	1,000 2,500	239.58	239.58	239.58											0.00 0.00 0.00 718.74	#DIV/0! #DIV/0! 0.00% 28.75%	- (1,000) (1,781)
10.11         Fuel - Van and Mowers           10.12         Safety Surfaces Maint/Renewal           10.13         Millennium Garden Maintenance           10.14         Community Centre Maintenance	1,250 1,000 1,100 2,000	47.50	40.00 19.99	77.17											232.75 0.00 40.00 19.99	18.62% 0.00% 3.64% 1.00%	(1,017) (1,000) (1,060) (1,980)
10.15 Diffibulators 10.16 Pocket park maintenance Sub Total	300 1,000 21,350	1,777	1,717	513			-	•	-		-	-	-	-	0.00 0.00 <b>4,007</b>	0.00% 0.00% 18.77%	(300) (1,000) (17,343)
11.00         Recreation           11.01         Vandalism           11.02         Grass Cutting - St Davids           11.03         - Ashway	500 2,800 1,800	167.00 178.00	223.00 338.00	338.00 178.00											0.00 728.00 694.00	0.00% 26.00% 38.56%	(500) (2,072) (1,106)
11.04 Plant Hire & other equipment / Trade waste 11.05 Changing Rooms Running Costs 11.06 Changing Rooms Maintenance Sub Total	750 2,500 500 8,850	77.46 117.14 105.31 <b>645</b>	62.76 192.02 <b>816</b>	51.76 136.19 175.39 <b>879</b>	-	-	-	-	-	-	-	-	-	-	191.98 445.35 280.70 2,340	25.60% 17.81% 56.14% 26.44%	(558) (2,055) (219) (6,510)
12.00 Aspirations 12.01 12.02	-														0.00	0.00%	-
12.03 12.04 12.05 12.06	- - -														0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	
12.07 12.08 12.09 12.10	- - -														0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	
12.11 12.12 Sub Total	-	-	-	•	•	-	-	•	-	•	•	•	-	-	0.00 0.00 -	0.00% 0.00% 0.00%	-
13.00 Virements 13.01 13.02 13.03															0.00 0.00 0.00	0.00% 0.00% 0.00%	-
13.04 13.05 13.06 13.07															0.00 0.00 0.00 0.00	0.00% 0.00% 0.00% 0.00%	-
13.08 13.09 13.10 Sub Total	-	-	-	-			-		-		-	-	-		0.00 0.00 0.00	0.00% 0.00% 0.00%	-
Total Expenditure  14.00 Income	187,725	11,420	9,429	9,052	-	-	-	-	-	-	-	-	-	-	29,087	15.49%	(157,808)
14.01 Precept 14.02 Bank Interest 14.03 Sports Club - Cricket - Sands	166,460 50 1,100 1,440	1.69	83230.00 1.54	1.46											83230.00 4.69 0.00 0.00	50.00% 9.38% 0.00% 0.00%	(83,230) (45) (1,100) (1,440)
- Senior football - Junior football - Others - Others - Others - Others	1,800 1,630 - 4,000														0.00 0.00 0.00 0.00	0.00% 0.00% #DIV/0! 0.00%	(1,800) (1,630) - (4,000)
14.05 Pocket Park Grass Cutting 14.06 106 Income (The Ashway) 14.07 Miscellaneous 14.08 NCC Grasscutting - verges	250 9,645 1,350		959.00	10.62											0.00 0.00 969.62 0.00	0.00% 0.00% 0.00% 0.00%	(250) (9,645) 970 (1,350)
14.09 CIL Contribution 14.10 Contribution from General Reserves Total Income	187,725	2	84,191	12	-	-	-	-	-	-	-	-	-	-	0.00 0.00 84,204	0.00% 0.00% 44.86%	(103,521)
VAT INCOME  Balance	-	10,800		5,927											16,727		54,287

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2021-2022 BUDGET

2021 -2022 Budget £

April	Мау	June	July	August	September	October	November	December	January	February	March	Accrual	TotalSpent
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02-Feb-20

# SAN WORTH

# Bank Reconciliation - 28th May 2021



SUMMARY			
01-May-21 Revenue (Current) Account			66,656.26
01-May-21 Capital (Reserve) Account			187,143.33
	bank balance	£	253,799.59
RECEIPTS			
Precept Income from DDC		£	83,230.00
VAT rebate from HMRC			
NCC Grass Cutting			
Sports Income			
Grants		£	950.00
Interest from Capital (Reserve) Account		£	1.46
Community Centre Recharged items			
Community Centre Recharged cleaning			
Other -refund			
Other - bank reject			
Other Income			
Community Infrastructure Levy	_		
	Total cash in	£	84,181.46
EXPENDITURE			
Employment Expenses (Wages/ Salaries & On C	Costs only)	£	6,185.83
Value of all other transactions this month	_	£	7,278.64
	Total cash out	£	13,464.47

Total: £ 324,516.58

Prepared by the Parish Clerk & Responsible Financial Officer	

ACTUAL CASH IN BANK ACCOUNTS		
28-May-21 Revenue (Current) Account		102,204.75
28-May-21 Capital (Reserve) Account		222,311.83
	bank balance £	324,516.58

	UNPRESENTED CHEQUES			
٧	No unpresented cheques		£	-
		Total unpresented cheques	£	-

£ 324,516.58

Checked and Authorised	
*Bank Statement Seen	
*Bank Statement Seen	

<sup>\*</sup>Upon request - the Bank Statements can be viewed by any Parish Councillor



# **BRIXWORTH PARISH COUNCIL**



# **Statement of Reserves**

<del>-</del>	Balance as at 31 March 2021	2021/ 2022 Budget Allocation	Spend	Commitments	Balance
Restricted Funds		-			-
Pocket Park Maintenance	2,290.60	0.00	0.00	0.00	2,290.60
Crime Prevention Security	2,298.94	0.00	0.00	0.00	2,298.94
Ashway POS	1,734.00	0.00	0.00	0.00	1,734.00
Ashway/Ridings POS	23,712.30	0.00	0.00	0.00	23,712.30
Community Infrastructure Levy (St Davids)	23,521.26	0.00	0.00	0.00	23,521.26
s106 St Davids Play Park	0.00	0.00	0.00	0.00	0.00
s106 St Davids MUGA	0.00	0.00	0.00	0.00	0.00
s106 Community Centre Indoor Sports	0.00	0.00	0.00	0.00	0.00
	53,557.10	0.00	0.00	0.00	53,557.10
Earmarked Reserves					
Kubota Grass Mower	6,282.00	3,500.00	0.00	0.00	9,782.00
Van Branding & end of lease costs	872.00	400.00	0.00	0.00	1,272.00
Small Mower Replacement Fund	1,200.00	0.00	0.00	0.00	1,200.00
Strimmer Replacement Fund	600.00	0.00	0.00	0.00	600.00
Projects	15,334.55	2,500.00	178.32	0.00	17,656.23
Projects (St Davids)	45,000.00	0.00	0.00	0.00	45,000.00
Community Grants	8,620.01	5,000.00	0.00	0.00	13,620.01
Legal Costs - other	1,500.00	0.00	0.00	0.00	1,500.00
Legal Costs - County Court	8,038.22	0.00	2,477.78	0.00	5,560.44
Election Costs	4,145.00	400.00	0.00	0.00	4,545.00
Lighting on Parish Footpaths	8,120.00	1,500.00	0.00	0.00	9,620.00
Heritage Projects	343.50	0.00	0.00	0.00	343.50
St David's Car Park	6,000.00	1,500.00	0.00	0.00	7,500.00
Litter Bins	3,000.00	1,500.00	0.00	0.00	4,500.00
Play Equipment (St Davids)	9,000.00	3,000.00	0.00	0.00	12,000.00
Ashway Car Park	7,500.00	1,500.00	0.00	0.00	9,000.00
Strategic Planning	8,483.19	2,500.00	384.00	0.00	10,599.19
Calendar	224.00	0.00	0.00	0.00	224.00
Bus Shelter Replacement	5,980.00	2,000.00	0.00	0.00	7,980.00
Community Centre	2,791.00	4,000.00	0.00	0.00	6,791.00
Events	2,500.00	0.00	0.00	0.00	2,500.00
2.0.10	145,533.47	29,300.00	3,040.10	0.00	171,793.37
					0.000.010.00
	£ 199,090.57	£ 29,300.00	£ 3,040.10		£ 222,310.37

Section 106 (Held by WNC)				
Indoor Sports - Youth & Adult (Feb 2022) CC	72,634.00	0.00	0.00	72,634.00
Outdoor Sports - Youth (Feb 2022) St Davids	105,987.00	0.00	0.00	105,987.00
Parks and Gardens (Sept 2022) St Davids	65,263.00	0.00	0.00	65,263.00
	£ 243,884.00 £	- £	-	£ 243,884.00
Toucan Crossing (Sept 2027)	32,500	0.00	0.00	£ 32,500.00

# Monthly Summary

Identified as General Reserves	t	102 204 75	61% of precent
Add forecast Income	£	100,000.00	
Less forecast revenue commitments	£	100,000.00	
Less forecast capital commitments	£	-	
Less Earmarked & Restricted	£	222,310.37	
Total Cash in Bank	£	324,515.12	
Capital Account	£	222,310.37	
Revenue Account	£	102,204.75	

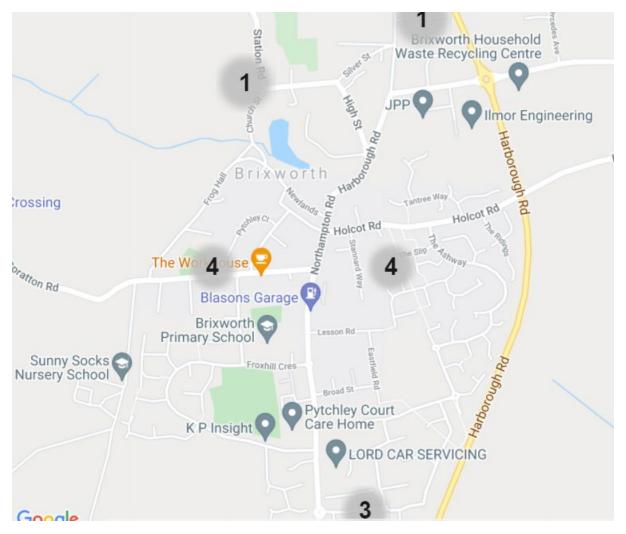
Section 106 held by WNC	£	243,884.00
Section 106 for use by NCC	£	32,500.00

Paper P for the Brixworth Parish Council of 29th June 2021



# **Reported Crime for April 2021**

https://www.police.uk/



# **Trend**

2019	2020	2021
23	24	13



# Paper Q– Paper for the Brixworth Parish Council of 29<sup>th</sup> June 2021 SID Number of Cars by time Northampton Road/ Froxhill Crescent Inbound June 2021

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Day Avg	Weekend Avg
0 - 1	25	21	18	12	26	57	50	20.4	53.5
1-2	9	8	8	6	8	23	28	7.8	25.5
2-3	6	2	6	7	7	23	14	5.6	18.5
3 - 4	5	2	1	4	6	10	12	3.6	11
4 - 5	12	11	6	9	7	13	7	9	10
5-6	60	59	66	51	57	32	14	58.6	23
6 - 7	118	121	144	119	100	40	28	120.4	34
7-8	364	351	413	382	374	138	96	376.8	117
8 - 9	671	665	650	574	518	332	178	615.6	255
9 - 10	473	513	521	481	523	585	325	502.2	455
10 - 11	323	465	474	453	524	660	500	447.8	580
11 - 12	382	538	512	509	554	714	582	499	648
12 - 13	395	548	559	607	594	717	654	540.6	685.5
13 - 14	348	510	548	542	596	639	634	508.8	636.5
14 - 15	456	666	639	626	699	607	474	617.2	540.5
15 - 16	513	695	666	686	783	569	393	668.6	481
16 - 17	566	825	831	861	834	631	430	783.4	530.5
17 - 18	553	813	852	874	840	533	415	786.4	474
18 - 19	353	609	673	684	639	490	354	591.6	422
19 - 20	267	419	500	521	551	408	272	451.6	340
20 - 21	219	326	409	379	301	269	237	326.8	253
21 - 22	152	232	248	254	206	219	120	218.4	169.5
22 - 23	76	122	139	130	213	131	83	136	107
23 - 24	27	54	49	66	97	105	44	58.6	74.5
Totals	6373	8575	8932	8837	9057	7945	5944		
% of Total	11.4%	15.4%	16%	15.9%	16.3%	14.3%	10.7%		



# Paper Q for the Brixworth Parish Council meeting of 29th June 2021 SID – Number of Speeding Cars Harborough Road Outbound June 2021

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Day Avg	Weekend Avg
0 - 1	12	9	13	7	14	27	20	11	23.5
1-2	4	4	3	1	3	18	17	3	17.5
2-3	3	0	1	1	1	12	11	1.2	11.5
3 - 4	3	2	1	2	2	5	9	2	7
4-5	6	4	1	2	3	7	5	3.2	6
5 - 6	22	19	25	19	25	15	11	22	13
6-7	59	44	62	52	45	16	16	52.4	16
7-8	107	101	126	118	115	63	31	113.4	47
8-9	183	175	185	141	152	118	62	167.2	90
9 - 10	129	113	134	164	132	144	99	134.4	121.5
10 - 11	63	99	131	106	153	152	164	110.4	158
11 - 12	73	115	138	129	115	146	150	114	148
12 - 13	100	156	178	170	160	203	196	152.8	199.5
13 - 14	114	147	180	144	145	198	213	146	205.5
14 - 15	89	158	163	178	175	201	158	152.6	179.5
15 - 16	101	168	138	167	208	165	150	156.4	157.5
16 - 17	125	204	190	205	209	173	130	186.6	151.5
17 - 18	167	220	209	246	226	154	139	213.6	146.5
18 - 19	107	171	219	186	209	171	155	178.4	163
19 - 20	103	152	160	159	199	130	108	154.6	119
20 - 21	74	127	151	147	138	113	98	127.4	105.5
21 - 22	70	95	94	103	94	90	56	91.2	73
22 - 23	38	54	72	51	88	39	36	60.6	37.5
23 - 24	10	33	27	38	55	46	19	32.6	32.5



# Paper R for the Council Meeting of 29th June 2021

# **Brixworth Parish Council**

# Planning Decisions - May 2021

Ref No.	Description	Location	BPC Comment	WNC Decision
WND/2021/0012	Works to a tree within a conservation area	14, Newlands, Brixworth, Northamptonshire, NN6 9DN	Support	Approval Trees in Cons Area
DA/2021/0284	Single storey rear extension.	58, Northampton Road, Brixworth, Northamptonshire, NN6 9DY	Support	Approval Householder App
DA/2021/0255	Conversion of existing garage to form habitable space. Replacement of flat garage roof to hipped roof.	14, Pytchley Way, Brixworth, Northamptonshire, NN6 9EF	Support	Approval Householder App
DA/2021/0167	Replacement of front door.	114, Northampton Road, Brixworth, Northamptonshire, NN6 9DY	Object	Refusal Householder
DA/2021/0145	Construction of garden gazebo	4, The Ridings, Brixworth, Northamptonshire, NN6 9EX	Support	Withdrawn
DA/2021/0117	First floor side and front extension and two storey and single storey rear extension.	11, Woodsfield, Brixworth, Northamptonshire, NN6 9DP	Support	Approval Householder App
DA/2020/1098	Formation of agricultural track; provision of hard surface to existing agricultural track.	Land Off Pitsford Road, Chapel Brampton (Pitsford Parish), Northamptonshire	Object	Approval Full



Ref No.	Description	Location	BPC Comment	WNC Decision
DA/2020/1084	ll ~	88A, Northampton Road, Brixworth, Northamptonshire, NN6 9DY	Support	Approval Full



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# **Brixworth Parish Council**

# Minutes of the meeting of the Planning Committee

Monday 4th May 2021

**Video Conferencing** 

Councillor Tom Mitchell, Councillor Ian Barratt, Councillor Lynne Compton, Councillor Kevin

Parker and Councillor Frances Peacock.

**In Attendance:** Peter Rowbotham (Parish Clerk)

**Apologies for** Councillor Bird and Councillor Stephen James

Absence:

Absent:

Councillor Elaine Coe, Councillor Stuart Coe, Councillor James Collyer, and Councillor

Sandra Moxon.

Members of

the Public 2

## 21/2064P Welcome

Councillor Mitchell welcomed everyone to the online Planning Committee and reminded attendees that the meeting was being recorded.

# 21/2065P Apologies for Absence

Apologies for absence had been received from Councillor Bird and Councillor James.

# 21/2066P Members' Declaration of Interests

Councillor Mitchell declared a pecuniary interest in application DA/2021/0167, replacement front door at 114 Northampton Road. He did not participate or vote when the matter had been considered.

# 21/2067P Minutes of the Meeting of 19th April 2021

The minutes of 19<sup>th</sup> April 2021 were agreed as a true and accurate record. This was proposed by Councillor Mitchell and seconded by Councillor Parker. Unanimous. The minutes would be signed by the Chairman as soon as practical.

# 21/2068P

# DA/2021/0255

Conversion of existing garage to form habitable space. Replacement of flat garage roof to hipped roof.

14, Pytchley Way, Brixworth, Northamptonshire, NN6 9EF

The Parish Council supported this proposal. This was proposed by Councillor Mitchell and seconded by Councillor Peacock. Unanimous.

## 21/2069P

DA/2020/1084 (Amended)

Construction of shed for storage and fence.

88A, Northampton Road, Brixworth, Northamptonshire, NN6 9DY

The Parish Council supported this application subject to the ridge height not exceeding 2.5 metres and the size and positioning of the shed being in accordance with the submitted drawings. This was proposed by Councillor Mitchell and seconded by Councillor Barratt. Unanimous.

## 21/2070P

DA/2021/0167

Replacement of front door

114, Northampton Road, Brixworth, Northamptonshire, NN6 9DY

The Parish Council objected to this proposal. No materials had been specified on the application form but the assumption was that this may be a UPVC replacement door. There were no issues with the style of the door. It was noted that the Conservation Area Appraisal had stated that historic doors were generally of timber, and those on older vernacular buildings were often of traditional plank construction. Some Victorian properties along Northampton Road had retained timber doors, often exhibiting glass elements in the upper section or above which generally serve to enhance their visual amenity. The Parish Council supported the continued use of traditional materials on Northampton Road. This was proposed by Councillor Peacock and seconded by Councillor Barratt.

Councillor Mitchell did not participate in this item. (DA/2021/0167)

## 21/2071P

### DA/2021/0292

<u>Variation of Condition 2 of planning permission DA/2020/0054 to include repositioning of rear entrance door; addition of flat roof between east/west ridges; new retaining wall to west elevation; minor changes to landscaping; re-location of cycle stands.</u>

The Red Lion, Harborough Road, Brixworth, Northamptonshire, NN6 9BU

The Parish Council supported this proposal. This was proposed by Councillor Mitchell and seconded by Councillor Peacock. Unanimous.

# 21/2072P

DA/2021/0284

Single storey rear extension.

58. Northampton Road, Brixworth, Northamptonshire, NN6 9DY

The Parish Council supported this proposal. This was proposed by Councillor Mitchell and seconded by Councillor Compton. Unanimous.

21/2073P WND/2021/0012 Works to a tree within a conservation area 14, Newlands, Brixworth, Northamptonshire, NN6 9DN

The Parish Council supported this proposal, subject to the agreement of the WNC Tree Officer. This was proposed by Councillor Mitchell and seconded by Councillor Barratt. Unanimous.

# 21/2074P Any Other Urgent Business

The Chairman had raised three local matters to raise awareness of possible issues.

# 20/2075P Date of Next Meetings

Monday 7th June 2021.

The meeting finished at 8.28pm

Signed as a true and accurate record

Councillor Tom Mitchell Chairman of the Planning Committee Brixworth Parish Council 24th May 2021 Peter Rowbotham Parish Clerk Brixworth Parish Council 17th May 2021

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# **Brixworth Parish Council**

# Minutes of the meeting of the Planning Committee Monday 24th May 2021

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

Councillor Tom Mitchell, Councillor Jackie Bird, Councillor Neal Brown, Councillor Elaine

Coe, Councillor Lynne Compton, Councillor Sandra Moxon and Councillor Kevin Parker.

**In Attendance:** Peter Rowbotham (Parish Clerk)

Apologies for

Councillor Ian Barratt

Absence:

**Absent:** Councillor James Collyer.

Members of

the Public 1

## 21/2076P Welcome

Councillor Mitchell welcomed everyone to the online Planning Committee and reminded attendees that the meeting was being recorded.

# 21/2077P Apologies for Absence

Apologies for absence had been received from Councillor Barrett. These apologies were accepted by the meeting.

# 21/2078P Members' Declaration of Interests

None

# 21/2079P Minutes of the Meeting of 4th May 2021

The minutes of 4<sup>th</sup> May 2021 were agreed as a true and accurate record. This was proposed by Councillor Mitchell and seconded by Councillor Parker. Unanimous. The minutes had been signed by the Chairman.

21/2080P

DA/2021/0255

WND/2021/0016

<u>Demolition of conservatory.</u> Construction of first floor and two storey side extension, single storey rear extension, single storey side extension and single storey front extension including new bay

### window.

# 14, Windmill Glade, Brixworth, Northamptonshire, NN6 9LP

The Parish Council supported this application. However, it was thought that the design would be enhanced by the use of a pitched roof to provide a gable elevation. This was proposed by Councillor Mitchell and seconded by Councillor Compton.

## 21/2081P

### WND/2021/0074

Fell tree within a conservation area.

All Saints' Church, Church Street, Brixworth, Northamptonshire

The Parish Council agreed that it should follow the specialist advice of the Tree Officer based at the West Northants Council. This was proposed by Councillor Mitchell and seconded by Councillor Moxon. Unanimous.

## 21/2082P

# WND/2021/0051

<u>Variation of Condition 3 of planning permission DA/2014/0910 (Conversion of office to form 5 dwellings).</u> Revised floor and elevations to Units 9, 10 & 11 only.

Victors Barn, Northampton Road, Brixworth, Northamptonshire

The Parish Council agreed to object to the proposal. This was a material variation, and the plans were a substantial departure from the plans considered in 2014. The development did not meet the specified planning conditions (3) and (6).

The appearance of the development had changed dramatically with changes to the footprint and mass of the building. It was requested that NWC visit the site to satisfy themselves that the development was being implemented in accordance with the approved drawings. This was proposed by Councillor Mitchell and seconded by Councillor Compton. Unanimous.

## 21/2083P

Work to trees subject of Tree Preservation Order DA 90. 1A, Froghall, Brixworth, Northamptonshire, NN6 9DH

The Parish Council agreed that it should follow the specialist advice of the Tree Officer based at the West Northants Council. This was proposed by Councillor Mitchell and seconded by Councillor Brown. Unanimous.

# 21/2084P Any Other Urgent Business

The Chairman raised the issue of advertisements within the Conservation Area and the need for prior permissions.

There was no knowledge of the progress of the Red Lion/ Coop application. The application for a loading bay on the highway was being processed. An application for a premises licence under the Licensing Act 2003 had also been submitted.

# 20/2085P Date of Next Meetings

Monday 7<sup>th</sup> June 2021 at 730pm.

The meeting finished at 8.18pm

Signed as a true and accurate record

Councillor Tom Mitchell Chairman of the Planning Committee Brixworth Parish Council 7th June 2021 Peter Rowbotham Parish Clerk Brixworth Parish Council 25th May 2021

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# Paper for the Brixworth Parish Council Meeting of 29th June 2021



# Report of the Parish Clerk

## June 2021

## 1. Overview

Homeworking has been continuing but I am finding a gradual return to working more in Brixworth both in meetings & on projects.

The Councils annual financial return has been submitted for external audit.

There have no applications for the post of Parish Clerk. The terms and conditions will need reviewing to attract candidates. There are also other similar local jobs on the market at present so recruitment could be an issue.

In the circumstances I am willing to stay on for a 'reasonable' period to allow for recruitment. Is important that there is a structured handover of systems, passwords etc – including access to the bank accounts.

A local surveyor has confirmed that there is no subsidence at the open space off Tantree Way.

# 2. Legal Updates

The legal work is all progressing – albeit slowly.

The Cricket Club lease is on this agenda.

The Village Hall Car Park lease is with the solicitors still – I understand that the Land Registry is in the process of registering the land. There are possibilities of the Coop working in partnership with the Parish Council to bring into use the land to the rear of the Red Lion site. Discussions are ongoing.

# 3. Assets

The goal posts are being removed from the Recreation Grounds.

The new trees at Spratton Road will have new stronger tree guards fitted to ensure that they are allowed to establish themselves.

The annual ROSPA inspection has taken place. There are no major issues.

I have met with the Grounds Maintenance contractor with a view to tidying up some areas of the Pocket Park and Spratton Road.

# 4. Service Requests

What	Where	Action
Ownership of land	Poppy Leys	Notified Resident not Parish Council

# 5. Meetings Attended this Month

- 5.1 Planning Committee
- 5.2 Parish Council
- 5.3 Coop Red Lion site
- 5.4 R&G Grounds Maintenance

# 6. Training & Development

None

# 7. Community Engagement

## Posts

Web Site	Annual Accounts	
Social Media	Meetings	
	Defibrillator sites and CPR	
	Business Grants	
	Queen's Birthday Honours	
	Bus Timetable	
	Police Survey	
	Councillor Co-options	

# 8. Tasks to be undertaken/ underway

# PRIORITY 1. Statutory

Agenda & Minutes

Accounts

Health & Safety Inspection

Risk Assessments

Risk Register

# **PRIORITY 2. Financial**

VAT return

New FMS System

Invoices

**Payments** 

Procurement – s106 projects

## **PRIORITY 3. Tasks with Deadlines**

Ball Stop fence – St David's.

Subsidence – Tantree Way

Wall collapsing - Millennium Gardens

Staff Appraisals

S106 projects

MUGA – use the new framework – chase funding.

Play Park – seek planning permission – chase funding.

Community Centre – use Contracts Finder

Village Hall Car Park – with Solicitor and awaiting reply.

Health and Safety Review – advice received from Peninsula – distribute.

Summer planting in the tubs

Tommy's up at the Library by 6<sup>th</sup> May

,Gov emails for Councillors

Cricket Club Lease - St David's - with solicitor

County Court case – conclusion

Review & Improve Christmas lights

Tree audit – remove highway and private trees off the BPC list.

Renew Central Sports Lease

County Court Case - ongoing matters

# PRIORITY 4. Tasks without deadline

Bus Shelters – repair and progress Mercedes sponsorship

Holcot Road Bollards - Village Green

Restore railway Benches

BT Box – adopt and re use

New LED heads on the footway lighting

New bigger noticeboard outside Library

Ferro Fields - Find out owners and encourage tidy up

Harborough Road – parking on verges

Renew utilities for Community Centre and The Ashway

Coop – work with the developer to get good outcomes for community

Litter Bins – replacement plan

Spratton Road - tidy up shrubs in the Rec

Local Council Awards Scheme

Booking system for pitches and community centre (Hallmaster?)

New signage in the Recs

Repair fence at Spratton Road

CCTV at St David's

Ashway – cut back shrubs near changing rooms (ASB issues)

Ashway – clear out changing rooms

S106 – Toucan Crossing. Encourage WNC scheme

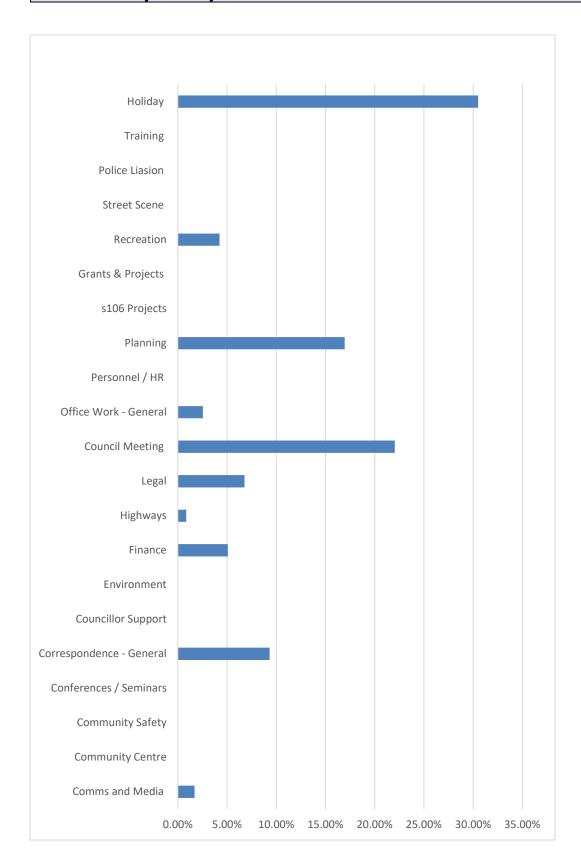
Clean up/ scan at the Meeting Room, Community Centre

Set up TV for training at the Community Centre Meeting Room

Emergency Plan – develop a new plan and appoint flood wardens Make Scribe Finance live – develop new budget monitoring sheet for Council

Update the Neighbourhood Plan Web Site

# 9. Breakdown of my time - May 2021



Paper U– Brixworth Parish Council meeting of 29th June 2021



# **General Correspondence**

Correspondence not already included within the agenda

Number	Subject	From
01	Press Release – Relief Road Funding	WNC
02	NALC Newsletter	NALC
03	Trees	Local Resident
04	NALC Newsletter	NALC
05	Press Release – Corporate Plan	WNC
06	NALC CEO Bulletin	NALC
07	NALC CEO Bulletin	NALC
08	NALC CEO Bulletin	NALC

From: Comms Media Admin

To: parish.clerk@brixworthparishcouncil.gov.uk

Subject: NEWS RELEASE: CABINET TO CONSIDER £20 MILLION FUNDING BID FOR NORTH-WEST RELIEF ROAD

**Date:** 04 June 2021 10:47:41



# MEDIA RELEASE

## 04 June 2021

## **For Immediate Release**

# CABINET TO CONSIDER £20 MILLION FUNDING BID FOR NORTH-WEST RELIEF ROAD

A bid for £20 million of Government funding for Northampton's North-West Relief Road will be considered by West Northamptonshire Council's Cabinet next week (Tuesday 8 June).

The proposal would see the Council submit a bid to the Levelling Up Fund, a £4.8 billion government programme to support investment in infrastructure, such as local transport projects.

The project will link the A428 Harlestone Road with the A5199 Welford Road in order to increase capacity and mitigate some impact of planned housing growth west and north of Northampton.

It also aims to ease congestion in the locality, and to discourage motorists from using some local residential roads as rat runs.

Design and build contractor Balfour Beatty has been appointed with works expected to be completed by autumn 2023.

The scheme was identified within the West Northamptonshire Joint Core Strategy as being required to support growth in this area, and planning permission was secured in September 2020.

Phase one of the scheme is the section from the A428 to a roundabout near Grange Farm, just south of the railway line, and will be constructed by the developers of Dallington Grange. The first section of phase one has already been built as part of the Harlestone Gate development.

West Northamptonshire Council is responsible for building phase two – the section of road across the railway line connecting the developer's road to the A5199 Welford Road. Several traffic calming measures, and junction improvements are also planned as part of the scheme.

The development of the new junction on the track bed of the Northampton to Market Harborough railway line will not prevent the reopening of the line in whatever form in the future. The junction will also provide crossing facilities for pedestrians, cyclists, mobility scooters and horse riders using Brampton Valley Way and accessing it from the adjacent car park on Brampton Lane.

Around £32.5 million had previously been secured against the scheme's revised £54.5 million budget. With a successful bid to the Levelling Up Fund and increased developer contributions the balance of the scheme would be met.

The funding secured for the project so far includes £7.93 million from the South East Midlands Local Enterprise Partnership (SEMLEP), and around £20 million in committed contributions from developers building the Dallington Grange, Buckton Fields West and Northampton West housing developments.

Cllr Phil Larratt, Portfolio Holder for Climate, Transport, Highways and Waste Services on West Northamptonshire Council, said: "This is a legacy project relative to the future growth of Northampton and will contribute to housing growth and economic expansion across to the wider West Northamptonshire area.

This road is only a part of the infrastructure required to facilitate development to the north of Northampton, with the Northern Orbital Road, a priority of West Northamptonshire Council, being the most important, especially for the settled community. However, it is important we put the necessary infrastructure we can in place to support this growth".

The Government's Levelling Up Fund has been set up to invest in infrastructure that improves everyday life across the UK.

## **ENDS**

:

# Attachments

 CABINET TO CONSIDER £20 MILLION FUNDING BID FOR N <u>CABINET TO CONSIDER £20</u> MILLION FUNDING BID FOR N

# Click to Unsubscribe



From: National Association of Local Councils
To:
Subject: NALC NEWSLETTER
Date: 09 June 2021 09:30:31



# **NALC** make Environment Bill demands

NALC has **pushed for changes to the government's Environment Bill** to unleash its 100,000 local councillors to help create sustainable communities.



# **NALC Management Board agenda**

Agenda papers for the Management Board meeting on 15 June 2021 are now available — **view agenda**.



# **Devolution consultation**

A new consultation on the CPRE policy review is available — **log in** and visit the devolution section of the consultation webpage.



# **Digital communications consultation**

A new consultation on the electronic communications infrastructure is available — **log in** and visit the digital communications section of the consultation webpage.



# New blog by the RSN

In **our latest blog**, the Rural Services Network (RSN) look at the Queen's Speech and what it means for rural communities.













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# 5<sup>th</sup> June

I would like to suggest the idea of planting some trees around the edge of the Froxhill playing field opposite the T Junction to Brampton Way, this would also fit in with the "Plant a Tree for the Queens Jubilee" The area in question had all the hedging ripped out about 15 years ago because of anti social behaviour which should not have been an excuse to remove the hedge area.

Planting the trees would not only be valuable to the environment it would create lovely shade for young and old when sitting on the grass bank area, the trees that run parallel to St David's and the trees that are already opposite the school just look so lovely at the moment and I believe the additional trees would enhance the road area as you approach from Brampton Way and also be a good beneficial project for the village that perhaps the Brixworth school children could get involved with.

From:

To:
Subject:
NALC NEWSLETTER
Date:

03 June 2021 09:30:35



# NALC sets up a new LGBT+ network

To coincide with Pride Month taking place throughout June, NALC is **setting up a new national network for LGBT+** local (parish and town) councillors.



# **NALC** meets with Luke Hall MP

NALC chair, Cllr Sue Baxter, met with the local government minister, Luke Hall MP on 19 May 2021 — **find out more about the meeting**.



# **Elected MPs to champion local councils**

Cherilyn Mackrory MP and Richard Holden MP have been re-elected as co-chairs of the APPG on local democracy — **find out more about the group**.



# LCR magazine out now!

Issue 2 of NALC's LCR magazine is out now! It's packed with lots of inspiring and helpful articles just for you — **find out more and how to subscribe**.



# New blog by CCLA

In **our latest blog**, CCLA discusses low-interest rates, what's behind them and what options there are for local councils.













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From: Annalee Bougourd

To: parish.clerk@brixworthparishcouncil.gov.uk

Subject: NEWS RELEASE: CABINET AGREES FIRST-EVER WEST NORTHANTS CORPORATE PLAN

**Date:** 11 June 2021 13:09:29



# MEDIA RELEASE

## 11 June 2021

## **For Immediate Release**

# CABINET AGREES FIRST-EVER WEST NORTHANTS CORPORATE PLAN

Cabinet members agreed the first-ever Corporate Plan for West Northamptonshire Council at a cabinet meeting this week (8<sup>th</sup> June).

The Corporate Plan sets out the council's strategic vision over the next four years, including its key priorities and ambitions so that all residents, businesses and partners are clear on the commitments the organisation is making to them and to the area.

It sets out six key priorities that will guide policy, service planning and budget setting going forward:

- Green and Clean
- Improved Life Chances
- Connected Communities
- Thriving Villages and Towns
- Economic Development
- Robust Resource Management.

Leader of West Northamptonshire Council Councillor Jonathan Nunn said: "This Corporate Plan sets out our collective vision for making West Northants a great place to live, work, visit and thrive.

"It outlines our commitment to work with our residents and all partner organisations, public, private and voluntary sectors, and to use our resources wisely to protect our environment, meet residents' needs for homes and jobs and ensure that everyone can live well and safely together.

"This is a living document that we will continue to review and adapt as new opportunities and challenges emerge for our council in the years ahead. The detailed plans for how the priorities will be delivered will be developed during the current year and as part of our budget setting process and will be subject to

stakeholder engagement and wider public consultation.

"We want our new council to reflect the times we live in. The future is bright and we're taking this opportunity to create a great new start for West Northants, its residents and its businesses."

The Corporate Plan is available via the West Northamptonshire Council website www.westnorthants.gov.uk/your-council/corporate-plan

Ends

# **ENDS**

For more information please email Annalee.bougourd@westnorthants.gov.uk;

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[#RL-11767:637590136875470166#]



From: National Association of Local Councils
To: parish.clerk@brixworthparishcouncil.gov.uk

Subject:CHIEF EXECUTIVE"S BULLETINDate:11 June 2021 16:34:21



# Chief executive's bulletin

#### **Environment Bill**

We are pushing for a number of changes to the Government's Environment Bill to help boost the work local (parish and town) councils are already doing to create a greener, more environmentally friendly and sustainable communities. In advance of the Bill's Second Reading in the House of Lords on 7 June, we briefed Peers on measures we are proposing including a strong voice in new local partnerships and strategies, new powers and funding, creating councils everywhere to take communityled action on climate change, and fast-food packaging. I was pleased to see a number of Peers pick up our issues, such as Baroness Greengross who said "much of the work in protecting our environment must be delivered at local community level", going on to call for support to councils "to improve things such as local recycling or tree-planting initiatives" and "establishing a community environment fund to support local authorities and parish councils". And Baroness Eaton stated, "local government is already prioritising environmental goals....well placed to take the lead on this agenda... and be given adequate resources". We are currently preparing amendments for Committee Stage which begins on 21 June. You can read the debate in full on **Hansard** or watch it again on Parliamentlive.tv.

# **NALC Management Board**

Our Management Board meets next week and the **agenda and supporting papers** are online, these include our quarterly review of the work NALC has done on behalf of local councils which I'd encourage you to read and would welcome feedback on its contents.

## Joint Panel on Accountability and Governance

The Joint Panel on Accountability and Governance met on 8 June, bringing together

colleagues from the Association of Drainage Authorities, *Chartered Institute of Public Finance and Accountancy*, Ministry of Housing, Communities and Local Government, National Audit Office, Smaller Authorities Audit Appointments Limited and Society of Local Council Clerks. The focus of the meeting was to consider this year's Practitioners' Guide and the annual governance return and begin the process of developing next year's documentation. But they were also keen to stress the importance of completing this year's return by the 30 June deadline!

#### In and about

This week our head of policy and communications, Justin Griggs, attended part of the meeting of the Federation of East Midlands Associations of Local Councils. Justin gave an update on our work and received feedback on a range of issues including the Toilet Tax campaign and NALC's partnerships and communications.

# **Birthday honours**

Nominations have opened for the Birthday 2022 honours round and the deadline for nominations of Wednesday 10 September is earlier than usual because the honours list will be announced on 2 June 2022 to coincide with the Platinum Jubilee.

Nominations can be made via the **online form** and the two letters of support should be sent to **honours@communities.gov.uk**. And tips on what to include in your nominations can be obtained by booking a place at an **honours workshop**.

## **Planning Awards**

Congratulations to Hertfordshire's Hunsdon Parish Council and Eastwick and Gilsdon Parish Council for winning the Award for plan-making and the Editor's Award at this year's Planning Awards which took place online this week. Their **neighbourhood plan**, supported by a whopping 98% of local people in the referendum, is designed to guide the building of 10,000 new homes in an area released from the green belt. And a huge well done too for Sutton Coldfield Town Council and their partners who were highly commended for their **Town Centre Masterplan**.

#### **NALC National Network: LGBT+ councillors**

Last chance to join the inaugural meeting of our new NALC National Network: LGBT+ councillors on 14 June from 12.00 noon to 13.15 – email us at **policycomms@nalc.gov.uk** if you want to attend.

## And finally...

It's been a busy time for civic leaders and councils in Cornwall as the G7 Summit hits St lves and the surrounding area. The mayor of Newquay Town Council, Cllr Lewis Gardner, has had a particularly hectic few days meeting world leaders off of their planes, including the President of the United States of America! You can listen to his fascinating account of this once in a lifetime experience on **BBC Sounds**.















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From: National Association of Local Councils
To: brixworthpc@gmail.com
Subject: CHIEF EXECUTIVE"S BULLETIN

**Date:** 18 June 2021 16:45:27



# Chief executive's bulletin

# **NALC Management Board**

NALC's Management Board of councillors which oversees our day-to-day work met on 15 June. They considered our future strategic direction in the light of the pandemic and will be reporting further to our National Assembly in July. At most meetings, they also look at areas of our performance and it was interesting to note this week how the sector is adapting to the digital and online world with nearly 1,700 attendees at our 22 remote events this year. Visitor numbers to our website are up and there is increasing use of **online resources** including 12,000 downloads of our Good Councillor Guides, 10,000 downloads of our Legal Topic Notes and 200,000 downloads of general publications about the sector, planning and think pieces. I'm sure this embracing of all things digital will continue and be at the heart of our strategic thinking for the future.

# New event on high streets and markets

I was pleased this week to announce that September's online event will be on the theme of high streets and markets. This event will look at the importance of high streets and town centres and their ever-changing landscape, how to revive them, consider what's next for the future, and provide expert insights and advice. Speakers include Ojay McDonald from the Association of Town and City Management and David Preston from the National Association of British Market Authorities. And do book early to avoid missing out as our events sell out fast.

## Remote meetings call for evidence

I want to thank everyone who responded to the government's call for evidence on remote meetings. Our submission, which is available in the member's area of the website, reiterated our call for local councils to be given the flexibility to hold remote meetings. We will continue to press the government for swift publication of the results

and their response.

## Coronavirus page update

The **dedicated Coronavirus webpage** has been updated further to the Prime Minister's announcement of a four-week delay to step four of the government's roadmap from 21 June until 19 July. For clarification, despite the delay in the lifting of restrictions, councils are still required to hold face-to-face meetings and the relevant regulations require the Annual Governance and Accountability Return (AGAR) to be approved by the end of June. There is no flexibility for that deadline to be extended.

## The first-ever meeting of LGBT+ councillors

This week we marked Pride Month by hosting the inaugural meeting of the new NALC National Network: LGBT+ councillors. Discussions covered the role and purpose of the network, Pride Month, and ways for the network to stay in touch with each other. You can read more in our **news story**.

# Women councillors and young councillors networks

Staying on the subject of our councillor networks, I'm pleased to announce the first meetings of the new NALC National Network: Women Councillors and NALC National Network: Young Councillors, will take place via Zoom on 5 July and 26 July respectively. If you would like to attend please email **policycomms@nalc.gov.uk**.

# **Debate on planning**

There was an interesting **debate** in **Parliament** this week on housing and new **development** and how the government's proposed changes will ensure the public is supportive of new developments. I was pleased to see Baroness Scott of Needham Market, vice-chair, All-Party Parliamentary Group on local democracy raise neighbourhood planning and press for plans to remain a material consideration in the new planning reforms. This is an issue we will also be pursuing in the new Planning Bill.

# And finally...

As #lonelinessweek2021 comes to an end, I'd like to draw your attention to this **website** which brings together **organisations**, resources and **inspirational stories** that are united in a shared aim - to get more people talking about loneliness. Now more than ever, loneliness is part of the public conversation and local councils are playing their part too in addressing it too which you can read more about in our **joint guide with the Local Government Association**.















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From: National Association of Local Councils
To: parish.clerk@brixworthparishcouncil.gov.uk

Subject: CHIEF EXECUTIVE"S BULLETIN 25 June 2021 15:18:10



# Chief executive's bulletin

#### **Future Communities 2021**

This week we **launched our first-ever one-day online conference, Future Communities 2021**, which will take place on 2 December 2021 and is being supported by BHIB Councils Insurance, Blachere Illumination, and CCLA. The event will focus on why local (parish and town) councils are pivotal to building back stronger and better and shaping thriving, resilient future communities. Speakers will include high-profile experts and leading figures from local and central government and national organisations. And the event will provide a unique opportunity to discuss and debate the key issues facing communities, network and share good practice, and connect with sector-specific suppliers at the innovative online exhibition. I'll keep you updated on our brilliant line-up of speakers and I look forward to seeing many of you there!

## Media coverage

I was pleased to see some media coverage this week on the lengths local councils are having to go to in holding physical meetings. The BBC ran stories on Middlewich Town Council who convened a meeting in a car park and Weymouth Town Council who made good use of their seaside location to meet on the beach. Our chairman, Cllr Sue Baxter, was also quoted and said "councils were being forced to find creative ways to meet in person" and "You simply wouldn't see MPs and peers forced to meet in a car park or a field". An important point which our head of policy and communications, Justin Griggs, amplified on social media. To help our ongoing lobbying on this issue do let us know what you are also having to do to hold physical meetings safely including any additional costs incurred – please email policycomms@nalc.gov.uk.

# **County Officers' Forum**

The latest meeting of the County Officers' Forum took place on 23 June, which Justin and I attended. Our current banking campaign is seeking to improve the services offered to local councils, so it was good to hear from Unity Trust Bank about their services and willingness to receive feedback on their systems and processes. Other issues covered included employment such as the job evaluation process, updates from their representatives on the civility project and Improvement and Development Board, Suffolk's member portal, establishing a finance reference group, county officer development, and church funding.

# Rural Vulnerability Day and zero net carbon report

I was at Rural England's Rural Vulnerability Day on 24 June which also saw the launch of their report **Opportunities and challenges for rural communities from zero net carbon legislation**. As NALC already recognises, urgent action at scale is required to address the growing climate emergency and our councils can play a key role. Rural communities, who are 17% of England's population, will need to play their full part if the zero net carbon ambitions for 2030 and 2050 are to be met. The report identifies several rural-specific challenges and opportunities and flags up the leadership role of local councils in supporting decarbonisation initiatives. One of its case studies showcases the support of Harbury Parish Council in Warwickshire for an e-car club. You can read more about how our councils are addressing the climate emergency on our **climate change webpage**.

#### **NALC Smaller Councils Committee**

NALC's Smaller Councils Committee met remotely on 22 June. Ahead of the minutes being made available on the website, here are some headlines:

- The establishment of the NALC National Network: young councillors and work on standards through the civility project were welcomed.
- The Committee encouraged all smaller councils to apply for the Local Council Award Scheme and provide a budget for councillors to attend training.
- Committee members provided feedback on their experiences of returning to physical meetings and as some councillors were still not able to attend meetings, they requested further guidance on leave of absence.
- The record numbers of entries to the Star Councils Awards were welcomed and the Committee and they were keen to know the breakdown geographically and by the size of the council.
- The Committee agreed to make several proposals to the Management Board including increasing the size of the Committee, its chairman having a place on the Management Board, responsibility for rural issues should return to the Committee from Policy Committee, and for longer meetings.

# On the blog: Thank You Day and Rural Housing Week

Two new great posts on the blog this week. The first is by the **Together Coalition on the upcoming Thank You Day on 4 July** to celebrate the spirit that got us through

the last year. And a second by **English Rural on securing a legacy for the future through affordable housing** and trailing the launch of the Parish Councillors Guide to Rural Affordable Housing during Rural Housing Week which takes place from 5 to 9 July.

# **Community buildings event**

Reopening and reimagining your community buildings was the theme of our sold-out event this week, which included presentations from Deborah Clarke from Action with Communities in Rural England, Andrew McKenzie from Dawlish Town Council, and Tim O'Shea from Scribe. They shared advice and tips on how to maximise the use of community buildings as restrictions are lifted and how to engage effectively with village hall committees. The recording of the event will be available on the NALC website from next week, and a reminder that recordings from several other events are also available!

# **NALC Policy Committee papers**

The agenda and supporting papers for next week's meeting of NALC's Policy Committee on 29 June are now available on the **website**.

# Centre for Social Justice research backs NALC prospectus

It was good to see new research on local communities from the think tank Centre for Social Justice, back NALC's **Prospectus for Ultralocalism**, and in particular measures aimed at creating more local councils. Their **Pillars of community: why communities matter and what matters to them** report says "Parish Council-level representation provides a vital, highly local level of democratic accountability and decision-making". It goes on support our prospectus and also recommend that "opportunities for engaging with local councils are actively promoted by them and made available more widely, for example through the wider use of working groups on local issues (as some people want to engage on single issues, e.g. the environment) and through youth councils. Finally, we recommend that parish councils seek to inform residents through newsletters and other such publications. This is especially important when many locally-run newspapers have been lost".

## And finally...

Huge congratulations to the vice-chairman of the Essex Association of Local Councils, Cllr John Gili-Ross, who has been **elected as the new chair of the Essex Police, Fire and Crime Panel**. I'm really keen to hear about other great examples of your work and involvement with agencies such as the police and fire service so we can share this more widely, please email **policycomms@nalc.gov.uk** – thank you!















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