



# Compton Parish Council

Wilkins Centre, Burrell Road, Compton, Newbury, RG20 6NP

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<https://comptonparishcouncil.gov.uk/>

To: All Members of Compton Parish Council

All Councillors are hereby summoned to attend the following meeting.

Please inform the Clerk if you are unable to attend.

## NOTICE OF MEETING

**MEETING:** Full Council

**DATE & TIME:** Monday 2<sup>nd</sup> September 2024 at 7.00pm

**PLACE:** Wilkins Centre, Burrell Road, Compton, Newbury, RG20 6NP

S. Marshman

Dr S. Marshman, PSLCC, Clerk to the Council

23<sup>rd</sup> August 2024

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## Agenda

1. To receive, and consider for acceptance, apologies for absence from Members of the Council
2. To receive any declarations of Disclosable Pecuniary Interests, Other Registerable Interests or Non-Registerable Interests and to consider any requests for dispensation from Members declaring a Disclosable Pecuniary Interest  
*Councillors should use the [flow-chart](#)/tables below to identify which type of interest they have and what action should be taken. Please declare what type of interest you have in the meeting.*
3. To receive:
  - 3.1 Questions or comments from members of the public regarding items on the agenda
  - 3.2 Representations from any member who has declared an Other Registerable Interest or a Non-Registerable Interest
4. To approve the [Minutes of the Full Council Meeting held on 1<sup>st</sup> July 2024](#)
5. To discuss any matters arising from the previous meeting
6. To receive a report from the District Councillor
7. To review the minutes and recommendations from the following committees:

| Committee | Date     | Minute Numbers                      | Recommendations to Full Council |
|-----------|----------|-------------------------------------|---------------------------------|
| Planning  | 18/07/24 | <a href="#">PLN24/001-PLN24/007</a> |                                 |
| Personnel | None     |                                     |                                 |

8. To receive an update and review recommendations from the following working parties:
  - 8.1 Burial Ground
  - 8.2 Village Enhancement
  - 8.3 Digital
  - 8.4 Street lighting
  - 8.5 Sports Pavilion
  - 8.6 Allotments
  
9. Planning Applications
  - 9.1 To consider the following new planning applications:
    - [24/01525/HOUSE Boundary House, Churn Road, Compton, RG20 6PP](#) - Installation of a 16kw Samsung EHS Gen7 R290 air source heat pump on the southern wall of my house. British gas will be completing the installation and advised that as the Samsung unit dimensions are 1.018m high x 1.27m Wide x 0.53m deep its volume is 0.685 cu.m and thus larger than the 0.6cu.m threshold for permitted development.
    - [24/01738/HOUSE 9 Newbury Lane, Compton, RG20 6PB](#) - Proposed two-storey side extension and single storey rear extension with associated alterations.
  - 9.2 To consider whether to request the District Councillor calls in any planning applications to the Western Area Planning Committee
  - 9.3 To consider whether to refer any planning applications for further response from the Council's planning consultants
  - 9.4 To receive a [report on recent planning decisions](#)
  
10. Finance:
  - 10.1 To consider approving the payments listed on the [Finance Report](#)
  - 10.2 To note the most recent [Bank Reconciliation](#) – *bank reconciliations for June and July are included*
  - 10.3 To receive any reports from the Internal Controller
  - 10.4 To note the [Quarterly Budget Report](#) (*if applicable*)
  
11. To consider the adoption of a revised [Allotment Tenancy Agreement and Welfare Agreements for poultry, ducks, sheep and horses](#)
  
12. To review the [external audit report for 2023/24](#)
  
13. To consider the adoption of new [Financial Regulations](#)
  
14. To adopt revisions to the [Training and Development Policy](#)
  
15. To consider the purchase of poppy wreaths and donate to the Royal British Legion
  
16. To receive an update on vandalism and anti-social behaviour (ASB) in the village
  
17. To receive reports on the following:
  - 17.1 Recreation Ground

- 17.2 Rights of Way
- 17.3 Village Hall
- 17.4 Downland Practice Patient Participation Group
- 17.5 Communications

18. To discuss matters for future consideration or information

Date and time of next scheduled meeting:

Full Council: Monday 7<sup>th</sup> October 2024 at 7 pm

## Supporting Documentation

### 3. To receive any declarations of Disclosable Pecuniary Interests, Other Registerable Interests or Non-Registerable Interests and to consider any requests for dispensation

Members are invited to declare Disclosable Pecuniary Interests, Other Registerable Interests and Non-Registerable Interests in items on the agenda as required by the Compton Parish Council [Code of Conduct](#) for Members, as adopted on 5<sup>th</sup> July 2021, Minute 21/22-087, and by the [Localism Act 2011 Chapter 7](#).

Please use the flow chart below to ascertain the type of interest you have and what action you are required to take.

DPI = Disclosable Pecuniary Interest

ORI = Other Registerable Interest

NRI = Non-Registerable Interest

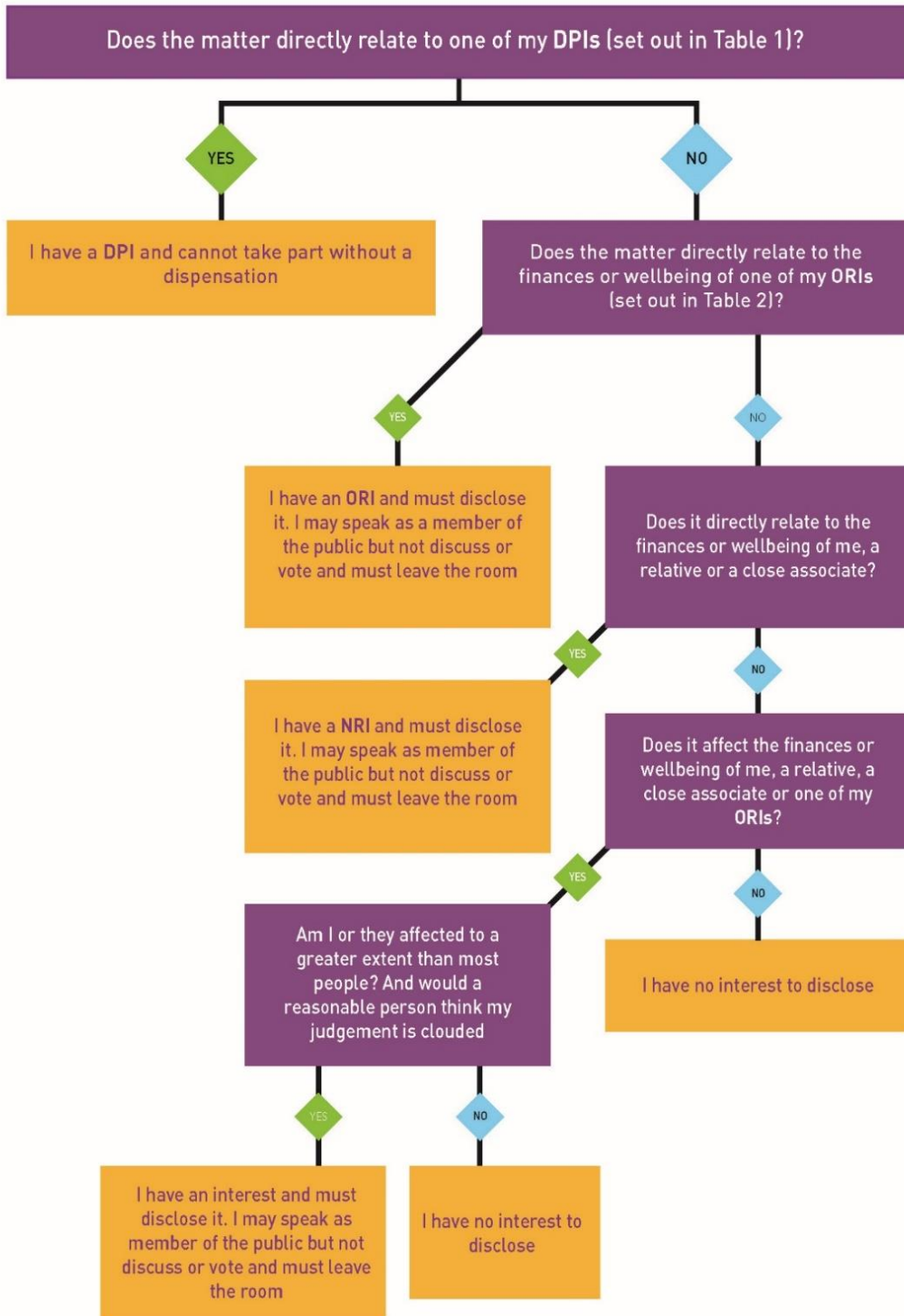


Table 1: Disclosable Pecuniary Interests

| Subject  | Description   |
|--|---|
| <b>Employment, office, trade, profession or vocation</b> | Any employment, office, trade, profession or vocation carried on for profit or gain.  |
| <b>Sponsorship</b>                                       | <p>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.</p> <p>This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.</p>  |
| <b>Contracts</b>   | <p>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 —</p> <p>(a) under which goods or services are to be provided or works are to be executed; and</p> <p>(b) which has not been fully discharged.</p> |
| <b>Land and property</b>                                 | <p>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.</p>  |
| <b>Licenses</b>  | Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer  |
| <b>Corporate tenancies</b>                               | <p>Any tenancy where (to the councillor’s knowledge)—</p> <p>(a) the landlord is the council; and</p> <p>(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.</p>  |
| <b>Securities</b>  | <p>Any beneficial interest in securities* of a body where—</p> <p>(a) that body (to the councillor’s knowledge) has a place of business or land in the area of the council; and</p> <p>(b) either—</p> <p>(i) the total nominal value of the</p>  |

|  |   |
|--|---|
|  | <p>securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(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.</p> |
|--|---|

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

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

## Table 2: Other Registerable Interest

You must register as an Other Registerable Interest:

1. any unpaid directorships
2. 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
3. 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

#### 9.4 To receive a report on recent planning decisions

The Planning Inspectorate has reported the following decision since the last Parish Council meeting:

- APP/W0340/D/23/3329562 - 23/00686/HOUSE 9 Newbury Lane, Compton, RG20 6PB - Proposed two-storey front and side extension and part two-storey part single storey rear extension. Appeal dismissed.

West Berkshire Council has reported the following decisions since the last Parish Council meeting:

- None



## 10. Finance:

### Finance Report

| Status at last bank reconciliation 31st July 2024 |                    |
|---|--------------------|
| Account   | Amount             |
| Unity Trust Current Account                       | £26,507.83         |
| Unity Trust Savings Account                       | £58,903.20         |
| Lloyds Multipay Corporate Card                    | -£12.36            |
| CCLA Public Sector Deposit Fund                   | £25,000.00         |
| <b>Total</b>                                      | <b>£110,398.67</b> |

| Income received 25th June - 20th August 2024 |                            |                |
|--|----------------------------|----------------|
| Account                                      | Income Detail              | Amount         |
| Savings                                      | Interest (Unity)           | £446.00        |
| Current                                      | Allotments rent            | £82.54         |
| Current                                      | Compilations advertising   | £93.00         |
| Current                                      | Compilations contribution  | £69.00         |
| Current                                      | Interest from CCLA account | £216.88        |
| <b>Total</b>                                 |                            | <b>£907.42</b> |

| Payments made on Lloyds Corporate Card to be approved |           |              |                           |                |
|---|-----------|--------------|---------------------------|----------------|
| Method  | Date      | Payee        | Payment Detail            | Amount         |
| CC  | 03-Jun-24 | Lloyds Bank  | Card fees                 | £3.00          |
| CC  | 02-Jul-24 | Lloyds Bank  | Card fees                 | £3.00          |
| CC  | 08-Jul-24 | Microsoft    | Microsoft software        | £12.36         |
| CC  | 02-Aug-24 | Lloyds Bank  | Card fees                 | £3.00          |
| CC  | 12-Aug-24 | Royal Mail   | Postage                   | £0.85          |
| CC  | 12-Aug-24 | Ebay         | Keyboard                  | £20.93         |
| CC  | 20-Aug-24 | Bowcom       | Line marking paint        | £119.32        |
| CC  | 20-Aug-24 | Samba Sports | Corner flags and net pegs | £69.92         |
| <b>Total</b>  |           |              |                           | <b>£232.38</b> |

| Payments from Unity Trust Current Account to be approved |           |                      |                                |           |
|--|-----------|----------------------|--------------------------------|-----------|
| Method   | Date      | Payee                | Payment Detail                 | Amount    |
| DD   | 26-Jun-24 | SSE Energy Solutions | Electricity at Sports Pavilion | £2,019.35 |
| DD   | 26-Jun-24 | SSE Energy Solutions | Lighting electricity March     | £62.45    |
| DD   | 30-Jun-24 | Unity Trust Bank     | Bank fees                      | £18.00    |
| DD   | 18-Jul-24 | Castle Water         | Water at Sports Pavilion       | £11.27    |
| DD   | 18-Jul-24 | Vodafone             | Phone July                     | £26.20    |
| DD   | 26-Jul-24 | SSE Energy Solutions | Lighting electricity June      | £629.79   |
| BACS   | 19-Aug-24 | Bibby Commercial     | Refuse disposal Jul            | £289.02   |

|              |           |                        |   |                   |
|--------------|-----------|------------------------|---|-------------------|
| BACS         | 19-Aug-24 | West Berkshire Council | Compilations Aug                            | £492.00           |
| BACS         | 19-Aug-24 | AD Clark               | Grounds maintenance Mar/Apr & pitch marking | £1,877.20         |
| BACS         | 19-Aug-24 | AD Clark               | Grounds maintenance May                     | £811.25           |
| BACS         | 19-Aug-24 | AD Clark               | Grounds maintenance Jun                     | £811.25           |
| BACS         | 19-Aug-24 | Staff Costs            | Staff costs/expenses Jul                    | £1,938.61         |
| DD           | 20-Aug-24 | Vodafone               | Phone Aug                                   | £26.20            |
| DD           | 26-Aug-24 | SSE Energy Solutions   | Lighting electricity Jul                    | £629.79           |
| BACS         | 02-Sep-24 | PKF Littlejohn         | External audit 23/24                        | £378.00           |
| BACS         | 02-Sep-24 | A resident             | Green bin for clearing Pang trash screen    | £50.00            |
| BACS         | 06-Sep-24 | Staff Costs            | Staff costs/expenses Aug                    | £1,926.91         |
| <b>Total</b> |           |                        |   | <b>£11,997.29</b> |

| Transfers    |           |               |            |               |
|--------------|-----------|---------------|------------|---------------|
| Method       | Date      | From Account  | To Account | Amount        |
| DD           | 16-Jul-24 | Unity Current | Lloyds     | £17.06        |
| DD           | 16-Aug-24 | Unity Current | Lloyds     | £15.36        |
| <b>Total</b> |           |               |            | <b>£32.42</b> |

## Bank Reconciliation

### Bank Reconciliation at 30/06/2024

|                                   |           |                   |
|-----------------------------------|-----------|-------------------|
| Cash in Hand 01/04/2024           |           | 88,826.26         |
| <b>ADD</b>                        |           |                   |
| Receipts 01/04/2024 - 30/06/2024  |           | 41,846.58         |
|                                   |           | 130,672.84        |
| <b>SUBTRACT</b>                   |           |                   |
| Payments 01/04/2024 - 30/06/2024  |           | 14,220.24         |
| <b>A Cash in Hand 30/06/2024</b>  |           | <b>116,452.60</b> |
| (per Cash Book)                   |           |                   |
| Cash in hand per Bank Statements  |           |                   |
| Petty Cash                        | 0.00      |                   |
| 1 Unity Current                   | 32,563.46 |                   |
| 2 Unity Savings                   | 58,903.20 |                   |
| 3 Lloyds Corporate Card           | -14.06    |                   |
| 4 CCLA Public Sector Deposit Fund | 25,000.00 |                   |
|                                   |           | <b>116,452.60</b> |
| Less unrepresented payments       |           |                   |
|                                   |           | 116,452.60        |
| Plus unrepresented receipts       |           |                   |
| <b>B Adjusted Bank Balance</b>    |           | <b>116,452.60</b> |

**A = B Checks out OK**

## Bank Reconciliation at 31/07/2024

|                                   |           |           |                   |
|-----------------------------------|-----------|-----------|-------------------|
| Cash in Hand 01/04/2024           |           | 88,826.26 |                   |
| <b>ADD</b>                        |           |           |                   |
| Receipts 01/04/2024 - 31/07/2024  |           | 42,144.32 |                   |
|                                   |           |           | 130,970.58        |
| <b>SUBTRACT</b>                   |           |           |                   |
| Payments 01/04/2024 - 31/07/2024  |           | 20,571.91 |                   |
| <b>A Cash in Hand 31/07/2024</b>  |           |           | <b>110,398.67</b> |
| (per Cash Book)                   |           |           |                   |
| Cash in hand per Bank Statements  |           |           |                   |
| Petty Cash                        | 0.00      |           |                   |
| 1 Unity Current                   | 26,507.83 |           |                   |
| 2 Unity Savings                   | 58,903.20 |           |                   |
| 3 Lloyds Corporate Card           | -12.36    |           |                   |
| 4 CCLA Public Sector Deposit Fund | 25,000.00 |           |                   |
|                                   |           |           | <b>110,398.67</b> |
| Less unrepresented payments       |           |           |                   |
|                                   |           |           | 110,398.67        |
| Plus unrepresented receipts       |           |           |                   |
| <b>B Adjusted Bank Balance</b>    |           |           | <b>110,398.67</b> |

**A = B Checks out OK**

## Quarterly Budget Report – to 30<sup>th</sup> June 2024

### Income

| Code | Title            | Receipts         |                  |                   | Payments |        |          | Net Position         |               |
|------|------------------|------------------|------------------|-------------------|----------|--------|----------|----------------------|---------------|
|      |                  | Budgeted         | Actual           | Variance          | Budgeted | Actual | Variance | +/- Under/over spend |               |
| 1    | Precept          | 66,544.00        | 33,272.00        | -33,272.00        |          |        |          | -                    | (-50%)        |
| 2    | Interest         | 1,400.00         | 563.82           | -836.18           |          |        |          | -836.18              | (-59%)        |
| 4    | Grants           |                  | 1,622.50         | 1,622.50          |          |        |          | 1,622.50             | (N/A)         |
| 5    | Other Income     |                  |                  |                   |          |        |          |                      | (N/A)         |
| 57   | CIL Receipts     |                  |                  |                   |          |        |          |                      | (N/A)         |
|      | <b>SUB TOTAL</b> | <b>67,944.00</b> | <b>35,458.32</b> | <b>-32,485.68</b> |          |        |          | <b>-32,485.68</b>    | <b>(-47%)</b> |

### Administration

| Code | Title                     | Receipts |        |          | Payments  |          |           | Net Position         |        |
|------|---------------------------|----------|--------|----------|-----------|----------|-----------|----------------------|--------|
|      |                           | Budgeted | Actual | Variance | Budgeted  | Actual   | Variance  | +/- Under/over spend |        |
| 6    | Staff Costs               |          |        |          | 23,000.00 | 5,489.73 | 17,510.27 | 17,510.27            | (76%)  |
| 7    | Staff Expenses            |          |        |          | 200.00    | 25.43    | 174.57    | 174.57               | (87%)  |
| 8    | Office                    |          |        |          | 1,056.00  | 264.00   | 792.00    | 792.00               | (75%)  |
| 9    | Office Supplies/Equipment |          |        |          | 150.00    | 1.70     | 148.30    | 148.30               | (98%)  |
| 10   | Phone                     |          |        |          | 290.00    | 65.49    | 224.51    | 224.51               | (77%)  |
| 11   | Website                   |          |        |          | 350.00    | 424.98   | -74.98    | -74.98               | (-21%) |
| 12   | Bank Charges              |          |        |          | 108.00    | 27.00    | 81.00     | 81.00                | (75%)  |
| 13   | Subscriptions             |          |        |          | 960.00    | 507.75   | 452.25    | 452.25               | (47%)  |
| 14   | Software                  |          |        |          | 1,200.00  | 592.50   | 607.50    | 607.50               | (50%)  |
| 15   | Insurance                 |          |        |          | 1,300.00  |          | 1,300.00  | 1,300.00             | (100%) |
| 16   | Election Fees             |          |        |          | 320.00    |          | 320.00    | 320.00               | (100%) |

|                  |                           |                  |                 |                  |                  |              |
|------------------|---------------------------|------------------|-----------------|------------------|------------------|--------------|
| 17               | Audit Fees                | 800.00           | 260.00          | 540.00           | 540.00           | (67%)        |
| 18               | Chairman's Allowance      | 60.00            |                 | 60.00            | 60.00            | (100%)       |
| 19               | Training - Employees      | 500.00           | 8.75            | 491.25           | 491.25           | (98%)        |
| 20               | Meeting Rental            | 450.00           |                 | 450.00           | 450.00           | (100%)       |
| 21               | Other Expenses            |                  |                 |                  |                  | (N/A)        |
| 48               | Professional & Legal Fees | 4,000.00         |                 | 4,000.00         | 4,000.00         | (100%)       |
| 64               | Training - Councillors    | 500.00           |                 | 500.00           | 500.00           | (100%)       |
| <b>SUB TOTAL</b> |                           | <b>35,244.00</b> | <b>7,667.33</b> | <b>27,576.67</b> | <b>27,576.67</b> | <b>(78%)</b> |

### Village Maintenance

| Code             | Title                      | Receipts |        |          | Payments         |               |                  | Net Position         |              |
|------------------|----------------------------|----------|--------|----------|------------------|---------------|------------------|----------------------|--------------|
|                  |                            | Budgeted | Actual | Variance | Budgeted         | Actual        | Variance         | +/- Under/over spend |              |
| 22               | Grounds Maintenance        |          |        |          | 6,500.00         | 6,500.00      | 6,500.00         | (100%)               |              |
| 23               | Recreation Ground          |          |        |          | 500.00           | 500.00        | 500.00           | (100%)               |              |
| 24               | Play Equipment Maintenance |          |        |          | 2,000.00         | 118.00        | 1,882.00         | 1,882.00             | (94%)        |
| 25               | Tree Maintenance           |          |        |          | 1,000.00         | 1,000.00      | 1,000.00         | (100%)               |              |
| 26               | Refuse Disposal            |          |        |          | 3,000.00         | 240.85        | 2,759.15         | 2,759.15             | (91%)        |
| 27               | Vandalism Repair           |          |        |          |                  |               |                  | (N/A)                |              |
| 28               | War Memorial Maintenance   |          |        |          | 150.00           | 150.00        | 150.00           | (100%)               |              |
| 63               | Memorial Garden            |          |        |          | 100.00           | 100.00        | 100.00           | (100%)               |              |
| <b>SUB TOTAL</b> |                            |          |        |          | <b>13,250.00</b> | <b>358.85</b> | <b>12,891.15</b> | <b>12,891.15</b>     | <b>(97%)</b> |

### Allotments

| Code | Title                         | Receipts |        |          | Payments |        |          | Net Position         |        |
|------|-------------------------------|----------|--------|----------|----------|--------|----------|----------------------|--------|
|      |                               | Budgeted | Actual | Variance | Budgeted | Actual | Variance | +/- Under/over spend |        |
| 29   | Allotment Rent - Newbury Lane | 500.00   | 358.75 | -141.25  |          |        |          | -141.25              | (-28%) |

|    |                              |               |               |                |               |               |               |               |              |
|----|------------------------------|---------------|---------------|----------------|---------------|---------------|---------------|---------------|--------------|
| 30 | Allotment Rent - School Road | 440.00        | 472.50        | 32.50          |               |               |               | 32.50         | (7%)         |
| 31 | Newbury Lane Water           |               |               |                | 250.00        | 177.16        | 72.84         | 72.84         | (29%)        |
| 32 | Newbury Lane Capital         |               |               |                |               |               |               |               | (N/A)        |
| 33 | Newbury Lane Other Expenses  |               |               |                |               |               |               |               | (N/A)        |
| 34 | School Road Water            |               |               |                | 250.00        |               | 250.00        | 250.00        | (100%)       |
| 35 | School Road Capital          |               |               |                |               |               |               |               | (N/A)        |
| 36 | School Road Other Expenses   |               |               |                |               |               |               |               | (N/A)        |
| 37 | Allotment Skips              |               |               |                |               |               |               |               | (N/A)        |
|    | <b>SUB TOTAL</b>             | <b>940.00</b> | <b>831.25</b> | <b>-108.75</b> | <b>500.00</b> | <b>177.16</b> | <b>322.84</b> | <b>214.09</b> | <b>(14%)</b> |

### Sports Pavilion

| Code | Title                                   | Receipts      |               |                | Payments        |               |                 | Net Position         |              |
|------|---|---------------|---------------|----------------|-----------------|---------------|-----------------|----------------------|--------------|
|      |   | Budgeted      | Actual        | Variance       | Budgeted        | Actual        | Variance        | +/- Under/over spend |              |
| 38   | Football Club - Income                  | 450.00        | 100.00        | -350.00        |                 |               |                 | -350.00              | (-77%)       |
| 39   | SP Building Maintenance                 |               |               |                | 1,500.00        |               | 1,500.00        | 1,500.00             | (100%)       |
| 40   | SP Running Costs                        |               |               |                | 1,500.00        | 29.43         | 1,470.57        | 1,470.57             | (98%)        |
| 41   | Pitch Marking / Maintenance             |               |               |                | 1,200.00        | 99.43         | 1,100.57        | 1,100.57             | (91%)        |
| 62   | Pavilion/Rec Hire Income (non-football) |               |               |                |                 |               |                 |                      | (N/A)        |
|      | <b>SUB TOTAL</b>                        | <b>450.00</b> | <b>100.00</b> | <b>-350.00</b> | <b>4,200.00</b> | <b>128.86</b> | <b>4,071.14</b> | <b>3,721.14</b>      | <b>(80%)</b> |

### Lighting

| Code | Title                        | Receipts |        |          | Payments |          |          | Net Position         |        |
|------|------------------------------|----------|--------|----------|----------|----------|----------|----------------------|--------|
|      |                              | Budgeted | Actual | Variance | Budgeted | Actual   | Variance | +/- Under/over spend |        |
| 42   | Electricity                  |          |        |          | 4,000.00 | 3,682.77 | 317.23   | 317.23               | (7%)   |
| 43   | Lighting Routine Maintenance |          |        |          |          |          |          |                      | (N/A)  |
| 44   | Lighting Repairs             |          |        |          | 3,000.00 |          | 3,000.00 | 3,000.00             | (100%) |

|    |                      |  |  |  |                  |                 |                  |                  |              |
|----|----------------------|--|--|--|------------------|-----------------|------------------|------------------|--------------|
| 45 | Lighting Replacement |  |  |  | 15,000.00        |                 | 15,000.00        | 15,000.00        | (100%)       |
|    | <b>SUB TOTAL</b>     |  |  |  | <b>22,000.00</b> | <b>3,682.77</b> | <b>18,317.23</b> | <b>18,317.23</b> | <b>(83%)</b> |

### Burial Ground

| Code | Title                  | Receipts |        |          | Payments        |                 |                 | Net Position         |              |
|------|------------------------|----------|--------|----------|-----------------|-----------------|-----------------|----------------------|--------------|
|      |                        | Budgeted | Actual | Variance | Budgeted        | Actual          | Variance        | +/- Under/over spend |              |
| 46   | Burial Ground - Income |          |        |          |                 |                 |                 |                      | (N/A)        |
| 47   | Burial Ground          |          |        |          | 4,000.00        | 1,215.00        | 2,785.00        | 2,785.00             | (69%)        |
|      | <b>SUB TOTAL</b>       |          |        |          | <b>4,000.00</b> | <b>1,215.00</b> | <b>2,785.00</b> | <b>2,785.00</b>      | <b>(69%)</b> |

### Compilations

| Code | Title                      | Receipts        |              |                  | Payments        |               |                 | Net Position         |             |
|------|----------------------------|-----------------|--------------|------------------|-----------------|---------------|-----------------|----------------------|-------------|
|      |                            | Budgeted        | Actual       | Variance         | Budgeted        | Actual        | Variance        | +/- Under/over spend |             |
| 49   | Compilations - Income      | 2,200.00        |              | -2,200.00        |                 |               |                 | -2,200.00            | (-100%)     |
| 50   | Compilations               |                 |              |                  | 2,700.00        | 492.00        | 2,208.00        | 2,208.00             | (81%)       |
| 65   | Compilations Contributions |                 | 69.00        | 69.00            |                 |               |                 | 69.00                | (N/A)       |
|      | <b>SUB TOTAL</b>           | <b>2,200.00</b> | <b>69.00</b> | <b>-2,131.00</b> | <b>2,700.00</b> | <b>492.00</b> | <b>2,208.00</b> | <b>77.00</b>         | <b>(1%)</b> |

### Grants

| Code | Title            | Receipts |        |          | Payments        |        |                 | Net Position         |               |
|------|------------------|----------|--------|----------|-----------------|--------|-----------------|----------------------|---------------|
|      |                  | Budgeted | Actual | Variance | Budgeted        | Actual | Variance        | +/- Under/over spend |               |
| 51   | Grants           |          |        |          | 1,000.00        |        | 1,000.00        | 1,000.00             | (100%)        |
|      | <b>SUB TOTAL</b> |          |        |          | <b>1,000.00</b> |        | <b>1,000.00</b> | <b>1,000.00</b>      | <b>(100%)</b> |



## Events

| Code             | Title                         | Receipts |        |          | Payments      |        |               | Net Position         |               |
|------------------|-------------------------------|----------|--------|----------|---------------|--------|---------------|----------------------|---------------|
|                  |                               | Budgeted | Actual | Variance | Budgeted      | Actual | Variance      | +/- Under/over spend |               |
| 54               | Christmas Events              |          |        |          | 150.00        |        | 150.00        | 150.00               | (100%)        |
| 55               | Christmas Day Lunch Room Hire |          |        |          | 40.00         |        | 40.00         | 40.00                | (100%)        |
| 59               | Other Events                  |          |        |          | 400.00        |        | 400.00        | 400.00               | (100%)        |
| 60               | Greening Campaign             |          |        |          | 50.00         |        | 50.00         | 50.00                | (100%)        |
| 61               | Coronation                    |          |        |          |               |        |               |                      | (N/A)         |
| <b>SUB TOTAL</b> |                               |          |        |          | <b>640.00</b> |        | <b>640.00</b> | <b>640.00</b>        | <b>(100%)</b> |

## Reserves

| Code             | Title           | Receipts |        |          | Payments        |        |                 | Net Position         |               |
|------------------|-----------------|----------|--------|----------|-----------------|--------|-----------------|----------------------|---------------|
|                  |                 | Budgeted | Actual | Variance | Budgeted        | Actual | Variance        | +/- Under/over spend |               |
| 56               | Reserves        |          |        |          | 3,000.00        |        | 3,000.00        | 3,000.00             | (100%)        |
| 58               | CIL Expenditure |          |        |          |                 |        |                 |                      | (N/A)         |
| <b>SUB TOTAL</b> |                 |          |        |          | <b>3,000.00</b> |        | <b>3,000.00</b> | <b>3,000.00</b>      | <b>(100%)</b> |

## Summary

|                    |                  |                  |                   |                  |                  |                  |                  |              |
|--------------------|------------------|------------------|-------------------|------------------|------------------|------------------|------------------|--------------|
| <b>NET TOTAL</b>   | <b>71,534.00</b> | <b>36,458.57</b> | <b>-35,075.43</b> | <b>86,534.00</b> | <b>13,721.97</b> | <b>72,812.03</b> | <b>37,736.60</b> | <b>(23%)</b> |
| <b>V.A.T.</b>      |                  | <b>5,388.01</b>  |                   |                  | <b>498.27</b>    |                  |                  |              |
| <b>GROSS TOTAL</b> |                  | <b>41,846.58</b> |                   |                  | <b>14,220.24</b> |                  |                  |              |

## 11. To consider the adoption of a revised Allotment Tenancy Agreement and Welfare Agreements for poultry, ducks, sheep and horses

### Allotment Tenancy Agreement

THIS AGREEMENT is made on .....

BETWEEN

(1)

of

("the Council") and

(2)

of

("the Tenant")

NOW IT IS AGREED as follows

#### *Interpretation*

- 1.1 Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2 Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3 The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

#### *Allotment*

- 2.1 The Council agrees to let and the Tenant agrees to take all that piece of land situated at School Road Allotments / Newbury Lane Allotments\* (\*delete as applicable) ("the Allotment Site") numbered \_\_\_\_\_ on the Council's allotment plan ("the Allotment Garden").

#### *Tenancy and Rent*

- 3.1 The Allotment Garden shall be held on a yearly tenancy from at an annual rent of £ which is payable to the Council by the Tenant on the of each year ("the Rent Day").
- 3.2 12 months' notice of any rent increase will be given by the Council to the Tenant in of the preceding year to take effect the following year.

- 3.3 Water supply shall be included in the rental charge.
- 3.4 Where additional amenities are provided on the Allotment Site these will be taken into account when setting the following year's rent.

### *Rates and Taxes*

- 4.1 The Council will pay all rates and taxes

### *Cultivation and Use*

- 5.1 The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.
- 5.2 The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)
- 5.3 The Tenant shall have at least  $\frac{1}{4}$  of the Allotment Garden under cultivation of crops after 3 months and at least  $\frac{3}{4}$  of the Allotment Garden under cultivation of crops after 12 months and thereafter.
- 5.4 The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, internal paths etc is 20%.

### *Prohibition on Under letting*

- 6.1 The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the site representative to be informed of the other person's name.)

### *Conduct*

- 7.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 7.2 The Tenant must comply with the conditions of use attached as Schedule 1.
- 7.3 The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.

- 7.4 The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 7.5 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 7.6 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission. All children must be accompanied by an adult and supervised at all times on the Allotment Site.
- 7.7 The Tenant must not remove produce, plants or property/equipment from any other plot without the express permission of the relevant plot holder.

### *Lease Terms*

- 8.1 The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

### *Termination of Tenancy*

- 9.1 The tenancy of the Allotment Garden shall terminate
  - 9.1.1 automatically on the Rent Day next after the death of the Tenant, or
  - 9.1.2 by the Council giving at least twelve months' notice to the Tenant in writing expiring on or before 6 April or on or after 29 September in any year, or
  - 9.1.3 by the Tenant giving at least 1 month's notice to the Council in writing on or before 6 April or on or after 29 September in any year, or
  - 9.1.4 by re-entry by the Council after 3 months' previous notice in writing to the Tenant on account of the Allotment Garden being required:
    - 9.1.3.1 for building, mining, or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
    - 9.1.3.2 for any purpose (not being the use of the Allotment Garden for agriculture) for which it was acquired by the Council, or has been appropriated under any statutory provision, or
  - 9.1.5 by re-entry if the rent is in arrears for not less than 40 days, or
  - 9.1.6 by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
  - 9.1.7 by re-entry if the Tenant becomes bankrupt or compounds with his creditors, or

- 9.1.8 by re-entry if, following the issuing of a 'Notice to Cultivate' the tenant has not started to bring the plot back into a condition whereby it satisfies clause 5.3 above within the timeframe specified in the Notice.
- 9.1.9 by the Council giving the Tenant at least one month's notice in writing if, not less than 3 months after the commencement of this Agreement, it appears to the Council that the Tenant is resident more than one mile out of the borough, district or parish.
- 9.2 In the event of the termination of the tenancy the Tenant shall return to the Council any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Council, the plot has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

### *Change of Address*

- 10.1 The Tenant must immediately inform the Council of any change of address.

### *Notices*

- 11.1 Any notice given under this agreement must be in writing by post or by email to the contact details in the header.
- 11.2 Any notice served on the Tenant should be delivered at or sent to his last known home address. Any address served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.
- 11.3 A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
- 11.4 A notice sent by fax or email is to be treated as served on the day on which it is sent or the next working day where the fax or email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

Executed by the Council by  
(Clerk, Councillor, or Allotment Manager)

In the presence of

Signed by the Tenant

In the presence of

## **SCHEDULE 1**

### *Conditions of Use*

#### Trees

- 1.1. The Tenant shall not without the written consent of the Council cut, prune or fell any trees, apart from carrying out the recognised pruning practices of fruit trees.
- 1.2. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Council.

#### Hedges and Paths

- 2.1 The Tenant shall keep every hedge that forms part of the boundary of his Allotment Garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment Garden.
- 2.2 The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.
- 2.3 The tenant must not obstruct or permit the obstruction of any of the paths on the Allotment Site.
- 2.4 All paths must be kept a minimum of 45 centimetres wide.

#### Security

- 3.1 The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.
- 3.2 The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.
- 3.3 The main access gate shall be closed and locked at all times. (For the protection of lone tenants and prevention of unauthorised visitors, the emergency services will be provided with keys). Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

#### Inspection

- 4.1 An officer of the Council if so directed may enter allotment gardens for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and any livestock and full access must be given by the Tenant to the officer at a mutually agreed, mutually convenient time.

#### Water/Hoses/Fires

- 5.1 The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
- 5.2 The Tenant shall observe and adhere to any water restrictions imposed from time to time by Thames Water.
- 5.3 The Tenant shall have consideration at all times for other tenants when extracting water from water points. No hoses are to be used at any time.
- 5.4 Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 18:00 and 22:00. All fires must be attended at all times and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

#### Dogs

- 6.1 The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash and remains on the Tenant's Allotment Garden only. Any faeces to be removed and disposed of off-site by the Tenant.
- 6.2 The Council reserves the right to revoke the permission for dogs to be brought onto the Allotment Site if any issues arise, such as but not limited to, failure to adhere to the leash requirement, failure to confine the dog to the Tenant's Allotment Garden, or failure to properly dispose of dog faeces. The Council's decision in such matters shall be final and binding.

#### Livestock

- 7.1 Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save rabbits, ducks (maximum of six ducks), or poultry (maximum of ten hens and one cockerel – which must have their wings clipped to prevent escape from the allotment plot) to the extent permitted by section 12 Allotments Act 1950. (Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.)
- 7.2 Livestock must be kept so that they are not prejudicial to health or a nuisance.
- 7.3 In addition to obtaining prior written consent as per clause 7.1, any Tenant intending to keep animals, including but not limited to rabbits, ducks, or poultry, on the Allotment Garden must also complete and adhere to the Council's Welfare Agreement for the specified animals. This Welfare Agreement outlines the standards of care, housing, and management to ensure the animals' well-being. Failure to comply with the Welfare Agreement may result in the revocation of permission to keep animals on the plot.

#### Buildings and Structures

- 8.1 The Tenant shall not without the written consent of the Council erect any building or pond on the Allotment Garden, provided that consent shall not be refused under this clause for the erection of any building reasonably necessary for the purpose of keeping rabbits or hens or be unreasonably withheld for the erection of a garden shed, greenhouse or polytunnel the maximum size and positioning of which shall be determined by the Council. The Tenant may also require permission from the relevant planning authority.
- 8.2 Only glass substitutes such as polycarbonate, perspex or other alternatives may be used in any permitted structures.
- 8.3 The Tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the Council.
- 8.4 Oil, fuel, lubricants, or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only.
- 8.5 The Council will not be held responsible for loss by accident, fire, theft or damage from Allotment Garden.

#### General

- 9.1 The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse, or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2 The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.3 All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 9.4 The Tenant shall not utilise carpets or underlay on the Allotment Garden.
- 9.5 The Tenant shall not store or consume alcohol on the Allotment Site or allow it to be stored or consumed by anyone acting with his authority or approval.
- 9.6 The Tenant shall not let off fireworks on the Allotment Site.

#### Chemicals, Pests, Diseases and Vermin

- 10.1 Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 10.2 When using any sprays or fertilisers the Tenant must
  - 10.2.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
  - 10.2.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and



10.2.3 comply at all times with current regulations on the use of such sprays and fertiliser.

10.3 The use and storage of chemicals must be in compliance with the all relevant legislation.

10.4 Any incidence of vermin (rats) on the Allotment Site must be reported to the Council.

#### Notices

11.1 The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times.

11.2 The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

#### Use of Vehicles

12.1 The Tenant must not park a trailer, caravan or motor vehicle on the Allotment site at any time.

## Allotments Poultry Welfare Agreement

The Council reserves the right to review this agreement as is reasonably required.

Any person keeping hens on Allotment land must be an Allotment Tenant and is bound by the Allotment conditions of tenancy, and all relevant laws, in force for the time being, in addition to the terms and conditions contained in this Agreement. The Allotment tenant accepts that all costs and expenses incurred for the keeping of any hens on any plot on any allotment land will be met by the allotment tenant.

The Council reserves the right not to allow or to withdraw its agreement for the keeping of hens on any plot on any Allotment land where it is reasonable to do so.

The most important consideration is the welfare of the hens themselves. In meeting the basic physiological and behavioural needs the following must be provided by the Tenant under the Animal Welfare Act 2006.

### **Compton Parish Council require you to provide:**

- **a suitable environment for the hens** – secure housing/shelter, at least 0.3 square metre per hen inside the henhouse and 1.8sq metre per hen for outside space. This is a minimum requirement and we would hope you would give as much space as possible to your flock. Shutting up at night is essential when the run is open, advisable but not essential to welfare when they are kept in a totally enclosed run. Protection from draughts in cold conditions and shade from direct sunlight is required.
- **a suitable diet and clean fresh water** – adequate fresh water and food to be provided daily. Each hen must be offered at least 150g of layers pellets (or similar) daily and a bucket of fresh clean water. In addition a variety of fresh fruit and vegetables daily. Grit/oyster shell must also be available to aid healthy digestion.
- **a clean henhouse and run** - bedding material to be changed regularly to absorb moisture and odour (either wood shavings or straw). The run area to be regularly cleared of excrement and food waste. The Allotment tenant will be responsible for the removal of all arisings and waste material. Feed is to be kept in a suitable rat proof container.
- **hens to exhibit natural behaviour** – provide perches, enrichment activities, dust bath etc.
- **socialisation with others** – minimum of 3 hens to be kept together.
- **protection for hens from pain, injury, suffering and disease** – we advise you to read the guidance notes: RSPCA Welfare of animals kept on allotments. A copy of this can be provided if required.

You must report to the Allotment Manager any infestations of rodent activity and ensure your best efforts to deter/prevent them.

An authorized representative of the Council has the right to inspect hens on Allotment land at any time. This includes a right of entry to the plot and any structures thereon. If the Council or the RSPCA has cause to investigate complaints of maltreatment, then the reasonable costs of vets or other official inspections will be passed to the Allotment tenant for payment.

In the case of urgency immediate rectification may be required. In the first instance the Allotment Manager will attempt to contact the tenant. If deemed necessary, the Allotment Manager will intervene in the interest of welfare as stated above.

Failure to comply with the Terms & Conditions of this agreement can lead to the tenancy of any Allotment plot being terminated.

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**COMPTON PARISH COUNCIL – Allotment Poultry Welfare Agreement**

**“I have read and agree to comply with the above Allotment Poultry Welfare Agreement”**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Allotment plot number: \_\_\_\_\_ Approx. number of hens: \_\_\_\_\_

Telephone Number / Emergency contact: \_\_\_\_\_

**The Council hereby accepts the above signatory as a tenant who has been granted permission to keep poultry upon the allotment plot as set out above.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk/Councillor/Allotment Manager

**References and advisable reading:**

Animal Welfare Act 2006 – [legislation.gov.uk](http://legislation.gov.uk)

RSPCA – Welfare of animals kept on allotments

## Allotments Waterfowl Welfare Agreement

The Council reserves the right to review this Agreement as is reasonably required.

**Ducks require a lot of water, and you must be able to provide your own water supply. Allotment water is not to be used.**

Any person keeping ducks on Allotment land must be an Allotment Tenant, will be bound by the Allotment conditions of tenancy, and all relevant laws in force at the time being, in addition to the terms and conditions contained in this Agreement. The Allotment Tenant accepts that all costs and expenses incurred for the keeping of any ducks on any plot on any allotment land will be met by the allotment tenant.

The Council reserves the right not to allow or to withdraw its agreement for the keeping of ducks on any plot on any allotment land where it is reasonable to do so.

The most important consideration is the welfare of the ducks themselves. In meeting the basic physiological and behavioural needs the following must be provided by the Tenant under the Animal Welfare Act 2006.

### **Compton Parish Council require you to provide:**

- **a suitable environment for the ducks** – secure housing/shelter, with at least 0.5 square metre per large duck (Indian Runner size) inside the duck house and external space of a minimum of 10 square metres for small ducks and double that for larger breeds. This is a minimum requirement, and we would hope that you would give as much space as possible to your flock. The outdoor area should be large enough to allow wet, muddy or barren areas to be sectioned off to recover and to minimise the risk of disease, while still allowing enough space for birds to roam on good pasture. Shutting up at night is essential where the run is open; advisable but not essential to welfare when they are kept in a totally enclosed run. Protection from draughts in cold conditions and shade from direct sunlight is required.
- **a suitable diet and clean fresh water** – adequate fresh water and food to be provided daily. Each duck must be offered at least 150g daily of layers pellets (or similar) and a bucket of fresh clean drinking water, (separate from their swimming water). In addition, a variety of fresh fruit and vegetables daily.
- **a clean house and run** - bedding material to be changed regularly to absorb moisture and odour (either wood shavings or straw). The run area to be regularly cleared of excrement and food waste. The allotment tenant will be responsible for the removal of all arisings and waste material from the allotment. Feed is to be kept in a suitable rodent proof container.
- **ducks to exhibit natural behaviour** – provide enrichment activities, to include an open water facility big enough for the duck to swim, preen and submerge their heads under water. Clean the open water facility at least once a week before refilling it with clean water.
- **socialisation with others** – minimum of 3 ducks and maximum of 6.
- **protection for ducks from pain, injury, suffering and disease** – we advise you to read the guidance notes: RSPCA Welfare of animals kept on allotments and Keeping Domestic Ducks - British Waterfowl Association. A copy of this can be provided if required.

You must report to the Allotment Manager any infestations of rodent activity and ensure your best efforts to deter/prevent them.

An authorised representative of the Council has the right to inspect waterfowl on Allotment land at any time. This includes a right of entry to the plot and any structures thereon. If the Council or the RSPCA has cause to investigate complaints of maltreatment, then the reasonable costs of vets or other official inspections will be passed to the Allotment Tenant for payment.

**In the case of urgency, immediate rectification may be required. In the first instance, the allotment manager will attempt to contact the tenant. If deemed necessary, the Allotment Manager will intervene in the interest of welfare as stated above.**

**Failure by a tenant to comply with the Terms & Conditions of this Agreement will lead to the withdrawal of permission to keep waterfowl on the Allotment.**

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**COMPTON PARISH COUNCIL – Allotments Waterfowl Welfare Agreement**

**“I have read and agree to comply with the above Allotments Waterfowl Welfare Agreement.”**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Allotment plot number: \_\_\_\_\_ Number of ducks (not to exceed 6): \_\_\_\_\_

Telephone Number / Emergency contact: \_\_\_\_\_

**The Council hereby accepts the above signatory as a Tenant who has been granted permission to keep poultry upon the Allotment plot as set out above.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk/Councillor/Allotment Manager

**References and advisable reading:**

Animal Welfare Act 2006 – [legislation.gov.uk](http://legislation.gov.uk)

RSPCA – Advice and Welfare

[www.waterfowl.org.uk](http://www.waterfowl.org.uk)

## Allotments Rabbit Welfare Agreement

The Council reserves the right to review this agreement as is reasonably required.

Any person keeping rabbits on Allotment land must be an Allotment Tenant and is bound by the Allotment conditions of tenancy, and all relevant laws, in force for the time being, in addition to the terms and conditions contained in this Agreement. The Allotment tenant accepts that all costs and expenses incurred for the keeping of any hens on any plot on any allotment land will be met by the allotment tenant.

The Council reserves the right not to allow or to withdraw its agreement for the keeping of rabbits on any plot on any Allotment land where it is reasonable to do so.

The most important consideration is the welfare of the rabbits themselves. In meeting the basic physiological and behavioural needs the following must be provided by the Tenant under the Animal Welfare Act 2006.

Compton Parish Council requires you to provide:

- **A suitable environment for the rabbits** – Secure housing/shelter, with at least 0.3 square meters per rabbit inside the hutch and a minimum of 2 square meters per rabbit for outside space. This is a minimum requirement, and we encourage you to provide as much space as possible for your rabbits. Protection from draughts in cold conditions and shade from direct sunlight is required.
- **A suitable diet and clean fresh water** – Adequate fresh water and food must be provided daily. Each rabbit should be given unlimited hay, a daily portion of fresh vegetables, and a small amount of pellets. Fresh, clean water must be available at all times.
- **A clean hutch and run** – Bedding material should be changed regularly to absorb moisture and odour (either hay, straw, or other suitable materials). The run area should be regularly cleared of excrement and food waste. The Allotment tenant will be responsible for the removal of all waste material. Feed should be kept in a suitable rat-proof container.
- **Opportunities for rabbits to exhibit natural behaviour** – Provide hiding places, enrichment activities, and materials for digging, chewing, and burrowing.
- **Socialization with others** – Rabbits are social animals and should be kept in compatible pairs or groups. Single rabbits should not be kept in isolation.
- **Protection from pain, injury, suffering, and disease** – We advise you to read the guidance notes: RSPCA Welfare of Animals Kept on Allotments. A copy of this can be provided if required.

You must report to the Allotment Manager any infestations of rodent activity and ensure your best efforts to deter/prevent them.

An authorised representative of the Council has the right to inspect rabbits on Allotment land at any time. This includes a right of entry to the plot and any structures thereon. If the Council or

the RSPCA has cause to investigate complaints of maltreatment, then the reasonable costs of vets or other official inspections will be passed to the Allotment tenant for payment.

In the case of urgency immediate rectification may be required. In the first instance the Allotment Manager will attempt to contact the tenant. If deemed necessary, the Allotment Manager will intervene in the interest of welfare as stated above.

Failure to comply with the Terms & Conditions of this agreement can lead to the tenancy of any Allotment plot being terminated.

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### **COMPTON PARISH COUNCIL – Allotments Rabbit Welfare Agreement**

**“I have read and agree to comply with the above Allotments Rabbit Welfare Agreement”**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Allotment plot number: \_\_\_\_\_ Approx. number of hens: \_\_\_\_\_

Telephone Number / Emergency contact: \_\_\_\_\_

The Council hereby accepts the above signatory as a tenant who has been granted permission to keep poultry upon the allotment plot as set out above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Clerk/Councillor/Allotment Manager

References and advisable reading:

Animal Welfare Act 2006 – [legislation.gov.uk](http://legislation.gov.uk)

RSPCA – Welfare of animals kept on allotments

# Grazing Land Sheep Welfare Agreement

The Council reserves the right to review this agreement as is reasonably required.

Any person keeping sheep on Council grazing land must be a registered tenant and is bound by the conditions of tenancy, and all relevant laws, in force for the time being, in addition to the terms and conditions contained in this Agreement. The tenant accepts that all costs and expenses incurred for the keeping of sheep on any plot of grazing land will be met by the tenant.

The Council reserves the right not to allow or to withdraw its agreement for the keeping of sheep on any plot of grazing land where it is reasonable to do so.

The most important consideration is the welfare of the sheep themselves. In meeting the basic physiological and behavioural needs, the following must be provided by the Tenant under the Animal Welfare Act 2006.

## **Compton Parish Council require you to provide:**

### **1. A suitable environment for the sheep**

- **Grazing Area:** Sheep must be provided with a secure and sufficient grazing area. The grazing area should offer at least 0.1 hectares per sheep to ensure adequate space for movement and foraging. The pasture must be well-maintained, free from toxic plants, and managed to prevent overgrazing.
- **Shelter:** Adequate shelter must be provided to protect sheep from extreme weather conditions. The shelter should offer protection from rain, wind, and direct sunlight, and be large enough to accommodate all sheep comfortably.
- **Fencing:** Secure fencing is required to prevent escape and to protect the sheep from predators. The fencing should be regularly inspected and maintained.

### **2. A suitable diet and clean fresh water**

- Sheep must have access to a balanced diet, including access to fresh pasture and supplementary feed if necessary, particularly during times when grazing is not sufficient.
- Clean, fresh water must be available at all times. Water troughs or containers should be checked regularly and kept clean to prevent contamination.

### **3. Health and cleanliness**

- The grazing area and any shelters must be kept clean. Manure should be regularly removed to reduce the risk of disease and parasites.
- The tenant is responsible for the disposal of waste materials and any necessary pest control measures.
- Regular health checks are required to monitor the wellbeing of the sheep. This includes vaccinations, parasite control, and any other necessary veterinary care.

### **4. Natural behaviour**

- Sheep should be kept in groups to allow for social interactions, as they are naturally gregarious animals. A minimum of two sheep must be kept together to prevent loneliness and distress.
- Provide enrichment activities to encourage natural behaviours, such as foraging and grazing.

### **5. Protection from pain, injury, suffering and disease**



- The tenant must ensure the sheep are protected from pain, injury, suffering, and disease. Immediate veterinary attention should be sought if any sheep show signs of illness or distress.
- The tenant is encouraged to familiarize themselves with the RSPCA guidelines on the welfare of sheep and adhere to best practices in animal husbandry.

**Inspection and Compliance:**

An authorised representative of the Council has the right to inspect sheep on grazing land at any time. This includes the right of entry to the plot and any structures thereon. If the Council or the RSPCA has cause to investigate complaints of maltreatment, the reasonable costs of vets or other official inspections will be passed to the tenant for payment.

**In the case of urgency, immediate rectification may be required. In the first instance, the Council will attempt to contact the tenant. If deemed necessary, the Council will intervene in the interest of welfare as stated above.**

**Failure to comply with the Terms & Conditions of this agreement can lead to the termination of the tenancy of the grazing land.**

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**COMPTON PARISH COUNCIL – Grazing Land Sheep Welfare Agreement**

**“I have read and agree to comply with the above Grazing Land Sheep Welfare Agreement.”**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grazing lane plot number: \_\_\_\_\_ Approx. number of sheep: \_\_\_\_\_

Telephone Number / Emergency contact: \_\_\_\_\_

**The Council hereby accepts the above signatory as a tenant who has been granted permission to keep sheep upon the allotment plot as set out above.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Clerk/Councillor/Allotment Manager

**References and advisable reading:**

- Animal Welfare Act 2006 – [legislation.gov.uk](http://legislation.gov.uk)
- RSPCA – Welfare of animals kept on allotments

# Grazing Land Horse Welfare Agreement

The Council reserves the right to review this agreement as is reasonably required.

Any person keeping horses on Council grazing land must be a registered tenant and is bound by the conditions of tenancy, and all relevant laws, in force for the time being, in addition to the terms and conditions contained in this Agreement. The tenant accepts that all costs and expenses incurred for the keeping of horses on any plot of grazing land will be met by the tenant.

The Council reserves the right not to allow or to withdraw its agreement for the keeping of horses on any plot of grazing land where it is reasonable to do so.

The most important consideration is the welfare of the horses themselves. In meeting the basic physiological and behavioural needs, the following must be provided by the Tenant under the Animal Welfare Act 2006.

## **Compton Parish Council requires you to provide:**

### **1. A suitable environment for the horses**

- **Grazing Area:** Horses must be provided with a secure and sufficient grazing area. The grazing area should offer at least 0.4 hectares per horse to ensure adequate space for grazing and exercise. The pasture must be well-maintained, free from harmful plants, and managed to prevent overgrazing.
- **Shelter:** Adequate shelter must be provided to protect horses from extreme weather conditions, including wind, rain, and intense sunlight. The shelter should be large enough to accommodate all horses comfortably and be constructed to ensure safety.
- **Fencing:** Secure fencing is required to prevent escape and ensure the safety of the horses. Fencing should be regularly inspected and maintained to prevent injuries and escapes.

### **2. Suitable diet and clean fresh water**

- Horses must have access to a balanced diet, including adequate forage (grass or hay) and supplementary feed if necessary. Nutritional requirements may vary depending on the age, breed, and workload of the horses.
- Clean, fresh water must be available at all times. Water troughs or containers should be checked regularly and kept clean to prevent contamination.

### **3. Health and cleanliness**

- The grazing area and any shelters must be kept clean. Manure should be regularly removed to maintain hygiene and reduce the risk of parasites and disease.
- The tenant is responsible for the disposal of waste materials and ensuring effective pest control measures are in place.
- Regular health checks are required to monitor the wellbeing of the horses. This includes vaccinations, dental care, hoof care, and any necessary veterinary treatment.

### **4. Natural behaviour**

- Horses should be kept in groups to allow for social interaction, as they are naturally social animals. It is advisable to keep at least two horses together to prevent loneliness and stress.
- Provide opportunities for natural behaviours such as grazing, roaming, and playing. Enrichment activities can help to prevent boredom and promote mental and physical wellbeing.

**5. Protection from pain, injury, suffering and disease**

- The tenant must ensure that the horses are protected from pain, injury, suffering, and disease. This includes providing proper veterinary care and adhering to recommended practices for equine welfare.
- The tenant should familiarise themselves with the RSPCA guidelines on the welfare of horses and adhere to best practices in horse care and management.

**Inspection and Compliance:**

An authorised representative of the Council has the right to inspect horses on grazing land at any time. This includes the right of entry to the plot and any structures thereon. If the Council or the RSPCA has cause to investigate complaints of maltreatment, the reasonable costs of vets or other official inspections will be passed to the tenant for payment.

**In the case of urgency, immediate rectification may be required. In the first instance, the Council will attempt to contact the tenant. If deemed necessary, the Council will intervene in the interest of welfare as stated above.**

**Failure to comply with the Terms & Conditions of this agreement can lead to the termination of the tenancy of the grazing land.**

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**COMPTON PARISH COUNCIL – Grazing Land Horses Welfare Agreement**

**“I have read and agree to comply with the above Grazing Land Horses Welfare Agreement.”**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grazing land plot number: \_\_\_\_\_ Approx. number of horses: \_\_\_\_\_

Telephone Number / Emergency contact: \_\_\_\_\_

**The Council hereby accepts the above signatory as a tenant who has been granted permission to keep horses upon the grazing land plot as set out above.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk/Councillor/Allotment Manager

**References and advisable reading:**

Animal Welfare Act 2006 – [legislation.gov.uk](http://legislation.gov.uk)  
RSPCA – Welfare of animals kept on allotments

## 13. To consider the adoption of new Financial Regulations

### Financial Regulations (2024)

|                |              |                  |          |
|----------------|--------------|------------------|----------|
| Version number | 1.0          | Minute reference |          |
| Adopted by     | Full Council | Review due       | AMPC May |
| Date adopted   |              |                  |          |

#### General

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

- seeks economy, efficiency and effectiveness in the use of council resources; and
- produces financial management information as required by the council.

1.6 **The council must not delegate any decision regarding:**

- **setting the final budget or the precept (council tax requirement);**
- **the outcome of a review of the effectiveness of its internal controls**
- **approving accounting statements;**
- **approving an annual governance statement;**
- **borrowing;**
- **declaring eligibility for the General Power of Competence; and**
- **addressing recommendations from the internal or external auditors**

1.7 In addition, the council shall:

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

## Risk management and internal control

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

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

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

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

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

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

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

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

## Accounts and audit

- 3.1 All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.
- 3.2 **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**
- **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
  - **a record of the assets and liabilities of the council.**
- 3.3 The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual Governance and Accountability Return.
- 3.4 The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual Governance and Accountability Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.
- 3.5 **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6 **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.
- 3.7 The internal auditor shall be appointed by the council and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.
- 3.8 The council shall ensure that the internal auditor:
- is competent and independent of the financial operations of the council;
  - reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;

- can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and
  - has no involvement in the management or control of the council
- 3.9 Internal or external auditors may not under any circumstances:
- perform any operational duties for the council;
  - initiate or approve accounting transactions;
  - provide financial, legal or other advice including in relation to any future transactions; or
  - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 3.10 For the avoidance of doubt, in relation to internal audit the terms ‘independent’ and ‘independence’ shall have the same meaning as described in The Practitioners Guide.
- 3.11 The RFO shall make arrangements for the exercise of electors’ rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.
- 3.12 The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

## Budget and precept

- 4.1 **Before setting a precept, the council must calculate its council tax requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**
- 4.2 Budgets for salaries and wages, including employer contributions shall be reviewed by the Personnel Committee at least annually in October for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the Chair of the Committee. The RFO will inform committees of any salary implications before they consider their draft budgets.
- 4.3 No later than December each year, the RFO shall prepare a draft budget with detailed estimates of all receipts and payments for the following financial year, taking account of the lifespan of assets and cost implications of repair or replacement.
- 4.4 Unspent budgets for completed projects shall not be carried forward to a subsequent year.
- 4.5 Each committee (if any) shall review its draft budget and submit any proposed amendments to the council not later than the end of November each year.

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

## Procurement

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



- 5.6 For contracts estimated to exceed £60,000 including VAT, the Clerk shall seek formal tenders from at least three suppliers agreed by the council. Tenders shall be invited in accordance with Appendix 1.
- 5.7 **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation<sup>1</sup> regarding the advertising of contract opportunities and the publication of notices about the award of contracts.**
- 5.8 For contracts greater than £3,000 excluding VAT the Clerk shall seek at least 3 fixed-price quotes;
- 5.9 where the value is between £500 and £3,000 excluding VAT, the Clerk shall try to obtain 3 estimates which might include evidence of online prices, or recent prices from regular suppliers.
- 5.10 For smaller purchases, the clerk shall seek to achieve value for money.
- 5.11 **Contracts must not be split into smaller lots to avoid compliance with these rules.**
- 5.12 The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:
- i. is not a valid reason.
  - ii. specialist services, such as legal professionals acting in disputes;
  - iii. repairs to, or parts for, existing machinery or equipment;
  - iv. works, goods or services that constitute an extension of an existing contract;
  - v. goods or services that are only available from one supplier or are sold at a fixed price.
- 5.13 When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council. Avoidance of competition - When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council. Avoidance of competition is not a valid reason.
- 5.14 The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- 5.15 Individual purchases within an agreed budget for that type of expenditure may be authorised by:
- the Clerk, under delegated authority, for any items below £500 excluding VAT.

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

- the Clerk, in consultation with the Chair of the Council or Chair of the appropriate committee, for any items below £2,000 excluding VAT.
- a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under £5,000 excluding VAT.
- the council for all items over £5,000.

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

- 5.16 No individual member, or informal group of members may issue an official order unless instructed to do so in advance by a resolution of the council or make any contract on behalf of the council.
- 5.17 No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council or a duly delegated committee acting within its Terms of Reference except in an emergency.
- 5.18 In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to £2,000 excluding VAT on repair, replacement or other work that in their judgment is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to the council as soon as practicable thereafter.
- 5.19 No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless the council is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.
- 5.20 An official order or letter shall be issued for all work, goods and services above £250 excluding VAT unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.
- 5.21 Any ordering system can be misused and access to them shall be controlled by the RFO.

## Banking and payments

- 6.1 The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with Unity Trust Bank. The arrangements shall be reviewed annually for security and efficiency.
- 6.2 The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque

signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.

- 6.3 All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by the RFO.
- 6.4 Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.
- 6.5 All payments shall be made by online banking, in accordance with a resolution of the council or duly delegated committee or a delegated decision by an officer, unless the council resolves to use a different payment method.
- 6.6 For each financial year the RFO may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council may authorise in advance for the year.
- 6.7 A list of such payments shall be reported to the next appropriate meeting of the council for information only.
- 6.8 The Clerk and RFO shall have delegated authority to authorise payments in the following circumstances:
  - i. any payments of up to £500 excluding VAT, within an agreed budget.
  - ii. payments of up to £2,000 excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.
  - iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 or to comply with contractual terms, where the due date for payment is before the next scheduled meeting of the council, where the Clerk certifies that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
  - iv. Fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
- 6.9 The RFO shall present a schedule of payments requiring authorisation, forming part of the agenda for the meeting, together with the relevant invoices, to the council. The council shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. The authorised schedule shall be initialled immediately below the

last item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.

### Electronic payments

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

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

## **Cheque payments**

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

## **Payment cards**

- 9.1 Any Debit Card issued for use will be specifically restricted to the Clerk and will also be restricted to a single transaction maximum value of £1,000 unless authorised by council or finance committee in writing before any order is placed.
- 9.2 A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.
- 9.3 Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk and any balance shall be paid in full each month.

- 9.4 Personal credit or debit cards of members or staff shall not be used except for expenses of up to £250 including VAT, incurred in accordance with council policy.

## Petty Cash

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

## Payment of salaries and allowances

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

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

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

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

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

- 11.6 Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook. Payroll reports will be reviewed by the Internal Controller to ensure that the correct payments have been made.

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

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

## Loans and investments

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

## Income

- 13.1 The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 13.2 The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk. The Clerk shall be responsible for the collection of all amounts due to the council.
- 13.3 Any sums found to be irrecoverable and any bad debts shall be reported to the council by the Clerk and shall be written off in the year. The council's approval shall be shown in the accounting records.
- 13.4 All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.
- 13.5 Personal cheques shall not be cashed out of money held on behalf of the council.
- 13.6 Any repayment claim under section 33 of the VAT Act 1994 shall be made quarterly where the claim exceeds £100 and at least annually at the end of the financial year.

- 13.7 Where significant sums of cash are regularly received by the council, the RFO shall ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control record such as ticket issues, and that appropriate care is taken for the security and safety of individuals banking such cash.

## Payments under contracts for building or other construction works

- 14.1 Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.
- 14.2 Any variation of, addition to or omission from a contract must be authorised by the Clerk to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

## Assets, properties and estates

- 15.1 The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the council.
- 15.2 The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.
- 15.3 The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.
- 15.4 No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a written report shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).
- 15.5 No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, except where the estimated value of any one item does not exceed £500. In each case a written report shall be provided to council with a full business case.

## Insurance



- 16.1 The RFO shall keep a record of all insurances effected by the council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the council's review of risk management.
- 16.2 The Clerk shall review all new risks, properties, or vehicles which require to be insured and any alterations affecting existing insurances and make the relevant updates with the council's insurers.
- 16.3 The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to the council at the next available meeting. The RFO shall negotiate all claims on the council's insurers.
- 16.4 All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.

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

- 17.1 The council shall review these Financial Regulations annually and following any change of Clerk or RFO. The Clerk shall monitor changes in legislation or proper practices and advise the council of any need to amend these Financial Regulations.
- 17.2 The council may, by resolution duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the council to act unlawfully.
- 17.3 The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

## Appendix 1 - Tender process

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order 18d and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

## 14. To adopt revisions to the Training and Development Policy

### Training and Development Policy

|                |                     |                  |          |
|----------------|---------------------|------------------|----------|
| Version number | 1.1                 | Minute reference |          |
| Adopted by     | Personnel Committee | Review due       | Annually |
| Date adopted   |                     |                  |          |

#### *Introduction*

Compton Parish Council is committed to the ongoing training and development of all Councillors and employees to ensure the Council can meet its aims and objectives. The Council will ensure that Councillors and employees will be provided with the means to develop and enhance their skills and abilities to deliver high-quality services, along with management skills to manage and plan those services and be kept informed of all new legislation. The Council values the time given by its members to their community and needs to maximise the rewards from that time by ensuring that its members understand and enjoy their role in the community.

Funds are allocated to a training and development budget each year to enable Councillors and employees to attend training and conferences relevant to their office. Prospective Councillors and applicants for the post of Clerk will be made aware of the content of this policy and the expectations placed upon them contained within it.

#### *Identification of Training and Development Needs*

Training and development needs may be identified due to:

- Legislative requirements;
- Changes in legislation;
- Changes in systems;
- New or revised qualifications become available;
- New working methods and practices;
- Complaints to the Council;
- A request from a member of staff;
- Devolved services/ delivery of new services.

#### *Councillors*

Annually, the Council will formally review the training needs of Councillors at a meeting of the Parish Council. Opportunities to attend courses will be investigated by the Clerk and brought to the attention of the Full Council. Free training is currently provided through BALC (delivered by HALC). Training is also available through the NALC e-learning platform at <https://nalc.nimble-elearning.com/> and is currently charged at £16 per training course.

~~The following training is provided by HALC on behalf of BALC, however similar training may be sought through other training providers:~~

The following training is required for new Councillors:

- The Knowledge and Core Skills for Councillors (HALC/BALC)
- Standards in Public Life (NALC)

All Councillors may benefit from also attending:

● ~~‘Core Skills’ Parts 1 and 2:~~

- Introduction to Local Planning for Local Councils (HALC/BALC)
- Local Council Finance for Councillors (HALC/BALC)
- Budgeting for Councillors (HALC/BALC)
- Making Effective Planning Representations (HALC/BALC)

Training on specific committee areas should be attended as required, for example:

- ~~‘Basic Planning for Local Councillors’ – all;~~
- ~~‘The Planning Framework’ – Planning Committee/all;~~
- ~~‘The Council as an Employer’ – Personnel Committee.~~
- Managing Employees in Local Councils (HALC/BALC) – Personnel Committee

Further training can be attended for specific roles such as:

- Chair~~man~~/Vice-Deputy Chair~~man~~: ‘Chairing Skills’;
- ~~Internal Controller: ‘Local Council Finance for Councillors’.~~

These suggestions are not exclusive, and Councillors should seek any training they believe is relevant to their roles within the Council.

#### *Clerk*

Annually, the Personnel Committee will review the training needs of the Clerk through the annual appraisal process. Informal discussions should take place throughout the year as the need arises.

Training needs for a new Clerk will be identified through the recruitment process, including application forms and interviews, formal and informal discussions, and annual Staff Appraisals. The Clerk is expected to keep up-to-date with developments in the sector and highlight to the Council any training required.

The Clerk is expected to undertake and complete CiLCA training within two years of starting employment if the qualification is not already held.

The Clerk is permitted to attend the SLCC Practitioners’ Conference each year.

### ***Financial Implications***

Each year as part of the annual budget setting process, the Council will include a training budget for employees and a separate training budget for Councillors. When calculating this each budget, any training needs identified as part of the annual appraisal process and Councillors training needs review will be taken into consideration.

All sponsored training must be appropriate to the needs of the Council and is subject to the availability of financial resources.

For approved courses, the Council will cover the course fee, examination fees, associated membership fees, and one payment to re-take a failed examination.

### ***Recouping Costs***

It is standard practice of the Council that where the Council is covering the costs of an employee’s training course or qualification (this being a course or qualification, rather than a one day course or workshop) a written agreement will be made that if the employee leaves the

Council's employ within a set period of time during or having completed the course, the employee will be expected to reimburse the Council as per the agreement.

### *Travel Expenses*

Employees or Councillors attending training may submit an expense claim to cover travel costs to and from the venue. Where practical and possible, if there is more than one attendee from the Council, car-pooling or shared travel arrangements should be made.

### *Study Leave*

Employees who are given approval to undertake external qualifications will be granted the following:

- Study time to attend day release courses;
- Time to sit examinations;
- Study time of one day per examination (to be discussed and agreed by their line manager in advance);
- Provision of study time must be agreed with the line manager prior to the course being undertaken.

### *Record Keeping and Evaluation*

~~All attendees are asked to provide feedback on the value and effectiveness of the training and development they undertake. This information will be used to assess and improve the training process.~~

~~Training undertaken should be evaluated for effectiveness. Upon completing an external training session/course/workshop, the employee or councillor should complete a Training and Development Evaluation Form and return this to the Clerk. Report forms will be reviewed by the Personnel Committee and will help assess whether or not the training is suitable for another individual at a future date and help to ensure any key points taken from the training are learned and/or acted on.~~

Each employee and Councillor has a Training Log which is held securely by the Clerk. This log will be updated with any training undertaken on receipt of the Training Report Form. A digital copy of any attendance or qualification certificates should also be given to the Clerk to be held with these records. These records will be kept in accordance with the Council's Document Retention policy.