

16<sup>th</sup> March 2021

## AGENDA

Dear Councillor

You are summoned to the:

**Meeting of Warminster Town Council**  
**on Monday 22<sup>nd</sup> March 2021 at 7pm**  
**to be held online**

### Membership:

<b>Cllr Brett (East)</b>	<b>Cllr Keeble (Broadway)</b>
<b>Cllr Davis (East)</b>	<b>Cllr Nicklin (West)</b>
<b>Cllr Doyle (East)</b>	<b>Cllr Pitcher (Broadway)</b>
<b>Cllr Fraser (West)</b>	<b>Cllr Ridout (West)</b>
<b>Cllr Fryer (Broadway)</b>	<b>Cllr Robbins (East)</b>
<b>Cllr Jeffries (Copheap)</b> <b>Vice Chairman of the Council and</b> <b>Deputy Mayor</b>	<b>Chairman of the Council and Mayor</b> <b>Cllr Spender (Broadway)</b>
<b>Cllr Macfarlane (West)</b>	

Normally, the council would meet in person and provide an opportunity for members of the public to attend. However, during the current emergency this is not possible, and the Government have put in place Regulations that allow 'virtual' council and committee meetings to be convened and held to conduct local authority business.

The council has adopted appropriate procedures to ensure the smooth administration of such virtual meetings.

If you wish to address members in public participation via a written submission please contact [admin@warminster-tc.gov.uk](mailto:admin@warminster-tc.gov.uk) at least a day prior to the meeting to enable this to be facilitated. If you wish to view the meeting please see the link on the Warminster Town Council website [www.warminster-tc.gov.uk](http://www.warminster-tc.gov.uk) in the meetings diary.

Yours sincerely



**Fiona Fox BA (Hons) MCIPD FSLCC**  
**Town Clerk and Responsible Financial Officer**

1. **Apologies for Absence**

**To receive and accept** apologies, including reason for absence, from those unable to attend.

2. **Declarations of Interest**

**To receive** any declarations of interest under Warminster Town Council's Code of Conduct issued in accordance with the Localism Act 2011.

3. **Minutes**

**3.1** To approve (and sign later), as a correct record, the minutes of the Full Council meeting held on Monday 18<sup>th</sup> January 2021; and the extraordinary Full Council Meeting held on Monday 22<sup>nd</sup> February 2021 copies of these minutes have been circulated and Standing Order 12.1 provides that they may therefore be taken as read.

**3.2** To note any matters arising from the minutes of the Full Council meeting held on Monday 18<sup>th</sup> January 2021 and the extraordinary Full Council Meeting held on Monday 22<sup>nd</sup> February 2021.

4. **Chairman's Announcements**

**4.1** Announcements.

**4.2** Mayoral Engagements

5. **Correspondence Circulated**

Members to note the list of all correspondence circulated since the last meeting. **(See attached).**

6. **Questions**

**To receive** questions from members of the council submitted in advance to the Clerk.

7. **To Authorise the Sealing of Documents and Agreements**

**7.1** S106 Side Agreement – Fairview House, Gipsy Lane, Warminster, relating to indoor recreation facilities in Warminster, Wiltshire. This agreement is between Wiltshire Council and Warminster Town Council IKEN:130185. The contribution amount is £9,659 and must be purposed to upgrade the existing boat house, and/or replace the existing kiosk for use as a base from which to offer tennis coaching, hire of tennis rackets and booking tennis courts at the Lake Pleasure Grounds. **(See attached).**

**Members to resolve that the S106 Side Agreement can be duly executed as a deed and to authorise, Cllrs Fraser and Nicklin to sign.**

**7.2** Defibrillator Memorandum of Understanding (MOU). In March 2017, WTC entered into a four-year MOU with the South Western Ambulance Service (SWAS) NHS Foundation for the supply, servicing and user training of the defibrillator installed outside the Civic Centre. This device is well placed within the town and has been used over the past four years, including by officers at the Civic Centre when it was required as a precautionary measure. The MOU is now due for renewal at a cost of £1800+VAT. The service, expertise and training provided by the SWAS has been excellent. **(See attached).**

**Recommendation:** That WTC enters into another four-year MOU for the defibrillator at cost of £1.800+VAT.

**Members to resolve accordingly and to authorise**

***Standing Orders will be suspended  
to allow for public participation.***

**8. Public Participation**

**To enable** members of the public to address the Council with a written submission, an allowance of three minutes per person regarding any item on the agenda and **to receive** any petitions and deputations. The Mayor will read any statements submitted.

***Standing Orders will be reinstated  
following public participation.***

**9. Reports from Unitary Authority Members and the Police**

**To note any reports** provided which are relevant to the Full Council.

**10. Reports from External Representatives**

**To receive** brief reports from any member who has attended an external meeting as a Council representative.

**11. Proceedings of Committee**

**To receive** minutes with recommendations from committees, already circulated, and to consider any questions arising from them.

**11.1 Finance and Audit Committee** meeting held on 4<sup>th</sup> January 2021; questions to Cllr Robbins, Chairman of the committee.

**11.2 Planning Advisory Committee** meeting held on 11<sup>th</sup> January 2021, and 15<sup>th</sup> February 2021 respectively, questions to Cllr Nicklin, Chairman of the committee.

**11.3 Parks and Recreation Committee** meeting held on 23<sup>rd</sup> November 2020; questions to Cllr Brett, Chairman of committee.

**11.4 Town Development Committee** meeting held on 7<sup>th</sup> December 2020; questions to Cllr Macfarlane, Chairman of committee.

**11.5 HR Committee** meeting held on 21st December 2020; questions to Cllr Robbins, Chairman of committee.

**12. Referrals from Finance and Audit Committee**

The following recommendations have been referred from the Finance and Audit Committee for members approval:

**12.1 *FA/20/079 refers: Community Hub Building***

*Members had received a background report covering this item. Cllr Nicklin informed councillors that the lease for the hub, which was built in 1992 by the West Urban District Council and was now owned by Wiltshire Council, came to the Warminster and Villages Development Trust (WVDT), in 2005. Since then, the building had been used as an information centre and shared with Cornerstones. However, it had now become less active, and the directors of the WVDT were looking to release the 25 year lease and were interested in joining with WTC in registering the building as a community asset, via the Community Asset Transfer (CAT) process and request a transfer of the freehold to the town council. A member added that the building was well built, but noted that it*

required updating, including improved access. Cllr Nicklin confirmed that if the CAT did not happen the WVDT would continue with the lease, however, its life may be limited.

**Members resolved to recommend to Full Council, that WTC approach Wiltshire Council with a view to taking over the Community Hub Building and to merge our business.**

**Members are requested to resolve on the recommendation from Finance and Audit that WTC approach Wiltshire Council with a view to taking over the Community Hub Building and to merge our business.**

**12.2 FA/20/080 refers: Police Station**

*A background report had been received by members with their agenda. The police station on Station Road, was currently for sale, an offer had been received 'subject to contract'. It was noted that if WTC were to register the police station under the CAT process, it would give the council time to consider the finances in relation to a purchase. Members noted their disappointment that despite meetings with the police over the past four years regarding the regeneration programme, at which the future of the police station was discussed, the council had not been given a timely opportunity to respond to the sale. In addition, a member noted that WTC had followed the correct committee procedures, and in doing so, had been thwarted. Members added that Town Development, the referring committee, had been concerned over the cost of such a purchase and that if WTC were serious purchasers, how would this be funded. It was explained that if a property is registered under CAT, it cannot be sold, by law, for six months, thus giving interest community groups time to ascertain the value of the site and then to explore the financial implications. Registering a CAT would be the first step.*

**Members resolved to recommend to Full Council that WTC approach Wiltshire Council with a CAT request.**

**Members are requested to resolve on the recommendation from Finance and Audit that WTC approach Wiltshire Council with a CAT request.**

**13. Strategic Plan 2021 - 2026**

The vision and strategic plan have already been adopted by the council: **FC/20/108** and **FC/20/070** respectively. The vision was unanimously resolved as follows:

*"Warminster Town Council - community and council in partnership, building a vibrant and flourishing town, proud of its heritage, delivering quality services today while preparing for the challenges of tomorrow. Actively embracing a brighter, greener future for all in Warminster".*

Work has now taken place on a strap line and members are requested to consider and resolve on one of the following. Where there are two options shown, these are interchangeable, depending on where they are used:

***Warminster Town Council delivering a brighter, greener future for all / Delivering a brighter, greener future for Warminster***

***Warminster Town Council - quality services today, brighter greener town tomorrow / Quality services today, brighter greener Warminster tomorrow***

***Warminster Town Council proudly delivering for a vibrant town / Proudly delivering for a vibrant Warminster***

This then completes the council's strategic plan 2021 – 2026, and officers will begin work on the tactical delivery plans for the same period.

**Members to resolve on their choice of strap line and the Strategic Plan document 2021 – 2026 is then complete.**

**14. Committee Structure and Calendar of meetings for the Municipal Year 2021–22**

**14.1** The Environmental Services Committee was established last year to oversee service devolution from Wiltshire Council. Delays in this process has resulted in the committee not meeting for most of the council year. In addition, it has become apparent that budget overlap, and the committee having an interest in areas already under the remit of the Parks and Recreation Committee has resulted in confusion and double workload. For example, the purchase of the new grounds maintenance equipment.

**Recommendation:** that with effect from the new municipal year, The Environmental Services Committee is disbanded, and its areas of responsibility are transferred to The Parks and Recreation Committee.

**Members are requested to resolve accordingly.**

**14.2** Committee names should describe the work that they do and their areas of responsibility. The Parks and Recreation Committee now oversees more than the park and recreation areas, it includes, for example, the public conveniences and areas of open space other than that used for recreation.

**Recommendation:** that with effect from the new municipal year, The Parks and Recreation Committee is re-named The Parks and Estates Committee.

**Members are requested to resolve accordingly.**

**14.3** **Members are requested to approve the meetings calendar for municipal year 2021 – 2022. (See attached).**

*Should members not approve 13.1 – 13.2, or part thereof, the calendar will be amended accordingly.*

**15. Terms of Reference, Standing Orders and Financial Regulations**

The chairman has asked for members to confirm if they have any changes or recommendations for the Terms of Reference and Delegation of Powers to Committee, or to the Standing Orders and Financial Regulations, that will be put to the 17 May 2021 Annual Meeting of the Council, prior to the reprinting of the documents. **(See attached).**

Members are reminded that some Standing Orders are compulsory as they are laid down in Acts of Parliament. These are printed in bold type in the document. The items below would not be entered in bold and Standing Order 1:18:9 *to suspend particular*

*standing order(s) excepting those which reflect mandatory statutory or legal requirements, would apply.*

**The following amendments to Standing Orders are for members approval: wording provided by the Wiltshire Association of Local Councils (WALC) with reference to the National Association of Local Councils (NALC) legal topic notes:**

**Non-committee members attendance at meetings**

A member of the Council who is not appointed to a committee may attend a committee meeting as a member of the public. He would have no right to participate in the meeting unless a member of the public also has the same right.

Sometimes councillors wish to attend meetings of committees (or sub-committees) to which they have not been appointed. This is a perfectly legitimate practice as councillors have the same rights to attend committee meetings as members of the public. However, where councillors attend meetings of committees (or sub-committees) to which they have not been appointed, they will not enjoy all the rights they enjoy as councillors.

**Councillors rights to inspect documents**

Whilst councillors have a common law right to be provided with or to inspect documents which are reasonably necessary for them to see in order to carry out their duties as councillors, it may be necessary for them to demonstrate the “need to know”.

Legal Topic Note 1, paragraph 26 refers to the “need to know”. Councillors do not have a “need to know” all aspects of council business and cannot claim an automatic right to see all council documentation. If a councillor is not a member of a particular committee, s/he has to demonstrate why sight of any documents or receipt of the information in question (which is otherwise not available to the public) is necessary to enable him/her to perform his/her duties as a councillor. This is based in case law.

*Reference: National Association of Local Councils (NALC) Legal Topic Notes 1, paragraph 25, and 5, paragraph 80, respectively.*

**Members to resolve accordingly.**

**16. Annual Risk Assessments 2020-2021**

Throughout the year the council produces regular risk assessments using the Local Council Risk System (LCRS), which are presented to members of the HR Committee under its Terms of Reference. To comply with the WTC annual governance statement, the council must receive an annual risk assessment summary report, which demonstrates that it has carried out an assessment of the risks facing the council and that, where necessary, it took appropriate steps to manage these via an action plan.

A summary of all risks has been made and an action plan is attached for members to adopt. **(See attached).**

**Recommendation: Members to receive the annual risk report and to resolve to adopt the action plan.**

**17. Dorset & Wiltshire Fire and Rescue Authority (DWFRA):**



### **Consultation of draft Community Safety Plan 2021-24**

As a stakeholder WTC has received details of the DWFRA consultation which runs until 9.00am on the 13 May 2021. The link to the consultation is:

<https://www.dwfire.org.uk/about-us/who-we-are/draft-community-safety-plan-2021-24-consultation/>

**Members are requested to view the consultation and resolve how they wish the council to respond.**

### **18. Communications**

**The members to decide** on items requiring a press release and **to nominate** a speaker for any item on the agenda if required.

**Confidential session pursuant to Section 1 (2) of the Public Bodies Admission to Meetings) Act 1960; the Council, by resolution, may exclude the public from a meeting (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings.**

### **19. Civic Award 2020**

Owing to delays caused by Covid, this item has been referred from a previous full council meeting.

The Civic Award is traditionally a surprise for the recipient; therefore, members consider the nominees under closed session.

Minutes from this meeting will be available to all members of the public either from our website [www.warminster.uk.com](http://www.warminster.uk.com) or by contacting us at Warminster Civic Centre.

**The next scheduled meeting of Warminster Town Council is the Annual Meeting of the Council and Mayor Making: 17<sup>th</sup> May 2021**

### CORRESPONDENCE LIST

Date	Name	Item/Response	Action Taken
13.01.21	Wiltshire Council	Wiltshire Council: Support for the community during the pandemic	Email
14.01.21	Neighbourhood Alert	Witness Appeal Following Criminal Damage 14/01/2021	Email
14.01.21	Wiltshire Council	Urgent Deverill Road (part), Sutton Veny 14/01/21	Email
14.01.21	GWR	GWR Customer and Stakeholder report for 2019/20	Email
14.01.21	Wiltshire Council	Briefing Note 21-01 Future Chippenham programme Public Consultation	Email
18.01.21	Wiltshire Council	Latest news and events from Warminster Our Community Matters for 01/15/2021	Email
18.01.21	Wiltshire Council	Voluntary and community partner update - links and contact details	Email
18.01.21	Neighbourhood Alert	1st - 17th January 2021	Email
20.01.21	Wiltshire Council	Temporary Closure of: A362 (Part), Corsley (01/03/21 - 06/03/21)	Email
22.01.21	Warminster Town Council	Reminder on how to contact Netitude with IT issues	Email
25.01.21	Wiltshire Council	Latest news and events from Warminster Our Community Matters for 01/22/2021	Email
26.01.21	Wiltshire Council	Wiltshire Council on track to reduce carbon footprint by 80% this year	Email
26.01.21	GWR	Upcoming rail improvement works	Email
26.01.21	Neighbourhood Alert	Design A Croods 2 Inspired Treehouse and Win It For Your Local Community 26/01/2021	Email
27.01.21	Highways England	Highways England: A36 resurfacing at Cley Hill	Email
27.01.21	Wiltshire Council	Wiltshire Council reopens Discretionary Payments grant applications to help support businesses in the county	Email
27.01.21	Neighbourhood Alert	Rise in reports of coronavirus vaccine phishing email scam	Email
28.01.21	Neighbourhood Alert	78 Million Pounds Stolen Nationally In Clone Firm Investment Scams 29/01/2021	Email



### CORRESPONDENCE LIST

31.01.21	Neighbourhood Alert	Man Sentenced Following Sex Offences 29/01/2021	Email
01.02.21	Wiltshire Council	Warminster Area Community newsletter	Email
01.02.21	Neighbourhood Alert	Local Crimes – 25th - 31st January 2021 - 01/02/2021	Email
01.02.21	Neighbourhood Alert	Witness Appeal Following Dog Attack on Sheep 01/02/2021	Email
02.02.21	Wiltshire Council	TTRN Five Ash Lane Crockerton and Sutton Veny 04/03/21	Email
02.02.21	Neighbourhood Alert	Our News Newsletter - Feb Edition 02/02/2021	Email
03.02.21	Wiltshire Council	Temporary Closure of: Portway (Part), Warminster (Ref: TTRO 7031)	Email
05.02.21	Wiltshire Council	Updated - TTRN Five Ash Lane Crockerton and Sutton Veny 09/02/21	Email
08.02.21	Wiltshire Council	Wiltshire Council advises against organised litter picks during lockdown restrictions	Email
08.02.21	Wiltshire Council	Temporary Closure of: Hillbourne Close (Part) Warminster (24/03/21 - 26/03/21)	Email
08.02.21	Wiltshire Council	Latest news and events from Warminster Our Community Matters for 02/05/2021	Email
08.02.21	St Giles Church	St Giles Church, Imber - Newsletter No 137 - Open Days News	Email
08.02.21	Neighbourhood Alert	Local Crimes Update - 1st To 7th January 2021 08/02/2021	Email
08.02.21	Wiltshire Council	Agenda for Western Area Planning Committee, Wednesday 17 February 2021, 3.00 pm	Email
09.02.21	Wiltshire Council	Temporary Closure of: B3414 (Part), Warminster (15/02/21 - 24/02/21)	Email
09.02.21	Engineering, Design and Project Management	Wiltshire Resurfacing Works - SO0745 Boreham Road, Warminster	Email
09.02.21	Neighbourhood Alert	Local children encouraged to challenge online safety - and enter competition	Email
10.02.21	Dorset & Wiltshire Fire and Rescue Service	Democratic Services Support Dorset & Wiltshire Fire and Rescue Service	Email
11.02.21	Neighbourhood Alert	Do You Know Who Can See Your Data on the Alert System? 10/02/2021	Email

## CORRESPONDENCE LIST

11.02.21	Wessex Water	Wessex Water Survey works- Beech/Myrtle Avenue, Warminster	Email
11.02.21	Neighbourhood Alert	Friends and Family Urged To Report Domestic Abuse Concerns 11/02/2021	Email
11.02.21	Neighbourhood Alert	Do not let your heart rule your head and beware of romance fraud in lockdown	Email
12.02.21	Neighbourhood Alert	Bitcoin-Related Scam Emails 12/02/2021	Email
12.02.21	Wiltshire Council	Latest news and events from Warminster Our Community Matters for 02/12/2021	Email
15.02.21	Neighbourhood Alert	Local crimes update - 8 - 14 February 2021 Warminster	Email
16.02.21	Wiltshire Council	Traffic Surveys in Wiltshire	Email
16.02.21	Neighbourhood Alert	Anpr - Have Your Say 16/02/2021	Email
18.02.21	Wiltshire Council	Briefing Note 21-03 - Update on targeted COVID-19 community testing for asymptomatic people	Email
19.02.21	Wiltshire Council	Latest news and events from Warminster Our Community Matters for 02/19/2021	Email
22.02.21	Wiltshire Council	Temporary Closure of: B3414 (Part), Warminster	Email
22.02.21	Wiltshire Council	Temporary Closure of: Footpath 5, Warminster (05/04/21 for 06months)	Email
22.02.21	Neighbourhood Alert	Local crimes update 15th to 21 February 2021 - Warminster	Email
24.02.21	Neighbourhood Alert	Dorset and Wiltshire Fire and Rescue Authority Consultation of Draft Community Safety Plan 2021	Email
25.02.21	Neighbourhood Alert	Dorset and Wiltshire Fire and Rescue Authority Consultation of Draft Community Safety Plan 2021 24 25/02/2021	Email
28.02.21	Wiltshire Council	Latest news and events from Warminster Our Community Matters for 02/26/2021	Email
01.03.21	Neighbourhood Alert	Local crimes update 22 To 28 February 2021 01/03/2021	Email
01.03.21	Wiltshire Council	Deverill Road, Warminster - Carriageway works	Email
02.03.21	Neighbourhood Alert	Our News Newsletter - March Edition	Email

## CORRESPONDENCE LIST

[illegible]

# Wiltshire Council



**SECTION 106 SIDE AGREEMENT RELATING TO**  
**INDOOR RECREATION FACILITIES IN WARMINSTER, WILTSHIRE**

between

**WILTSHIRE COUNCIL**

and

**WARMINSTER TOWN COUNCIL**

**IKEN: 130185**

THIS DEED is dated

2021

## **PARTIES**

- (1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN (**Wiltshire Council**)
- (2) **WARMINSTER TOWN COUNCIL** of Warminster Civic Centre, Sambourne Road, Warminster, Wiltshire. BA12 8LB (**Warminster Town Council**)

## **BACKGROUND**

- (A) Wiltshire Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area in which the Land is situated.
- (B) Wiltshire Council has received the Section 106 Contribution from the Payer.
- (C) The parties seek to enter into this agreement to allow Warminster Town Council to complete the Works.
- (D) In consideration of Warminster Town Council using the Contribution and indemnifying Wiltshire Council in respect of any liabilities relating to the Contribution contained within the Section 106 Agreement, Wiltshire Council will transfer the Contribution to Warminster Town Council.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Authorised Representative:** means the persons respectively designated as such by the parties, the first such persons being set out in Schedule 4 to this Agreement

**Contribution:** means sum of £9,659 (Nine Thousand Six Hundred and Fifty Nine Pounds);

**Data Protection Legislation:** means the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR"), the Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy, and all applicable laws and regulations relating to processing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case, to the extent in force, and as such are updated, amended or replaced from time to time, including any successor legislation to the GDPR or the Data Protection Act 1998.

**Data Controller, Data Processor, and Personal Data** take the meaning given in the Data Protection Legislation.

**Indoor Recreation Facilities Contribution:** means the sum received by the Council on 26 August 2015 in accordance with Paragraph 1 of Schedule 1 of the Section 106 Agreement.

**Interest:** means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time;

**Land:** means the land at Fairview House, Gipsy Lane, Warminster, Wiltshire shown edged red on Plan 1;

**Losses:** means all claims, liabilities, reasonable costs and reasonable expenses (including reasonable legal expenses).

**Payer:** Those who have made payments of the Contribution to Wiltshire Council under the Section 106 Agreements;

**Plan 1:** means the plan defined as the Plan in the Section 106 Agreement;

**Plan 2:** means the plan attached at **Schedule 1** to this Agreement;

**Prohibited Act:** means:

1.1.1 offering, giving or agreeing to give to any servant of Wiltshire Council any gift or consideration of any kind as an inducement or reward for:

(a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other contract with Wiltshire Council; or

(b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with Wiltshire Council;

1.1.2 entering into this agreement or any other contract with Wiltshire Council where a commission has been paid or has been agreed to be paid by Warminster Town Council or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Wiltshire Council;

1.1.3 committing any offence:

(a) under the Bribery Act;

(b) under legislation creating offences in respect of fraudulent acts; or

(c) at common law in respect of fraudulent acts in relation to this agreement or any other contract with Wiltshire Council; or

defrauding or attempting to defraud or conspiring to defraud Wiltshire Council

**Purpose:** means improving and/or upgrading the sports hall at Warminster Sports Centre and/or to upgrade the existing boat house and/or replace the existing kiosk at Warminster Park for use as a base from which to offer tennis coaching, hire of tennis rackets and booking tennis courts.

**Public Open Space Area:** means the public open space area known as Warminster Lakeside Pleasure Grounds, Weymouth Street, Warminster. BA12 9NS as shown edged red on Plan 2, and as referred to in the Section 106 Agreement as Warminster Park.

**Section 106 Agreement:** means an agreement dated 15 May 2015 and made between (1) Wiltshire Council and (2) Selwood Housing Association Society Limited a copy of which is attached at **Schedule 2**.

**Section 106 Restrictions:** means all those conditions contained in the Section 106 Agreement which apply to Wiltshire Council regarding the use of the Public Open Space Area and the Section 106 Contribution.

**Warminster Sports Centre:** means Warminster Sports Centre at Woodcock Road, Warminster. BA12 9DQ, and as referred to in the Section 106 Agreement as the Warminster Sports Centre.

**Working Days:** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or any statutory Bank Holiday.

**Works:** means the works to deliver the Purpose;

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written includes faxes but not e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
- 1.10 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of precedence:
  - 1.10.1 the clauses of the agreement;
  - 1.10.2 the schedules to this agreement.

## **2. WILTSHIRE COUNCIL OBLIGATIONS**

- 2.1 Wiltshire Council shall transfer the Contribution to Warminster Town Council within 28 Working Days of receipt of an invoice in accordance with clause 2.2.1.



### **WARMINSTER TOWN COUNCIL OBLIGATIONS**

#### **2.2 Warminster Town Council shall:**

- 2.2.1 raise an invoice for the Contribution on completion of this agreement;
- 2.2.2 use the Contribution only for the Purpose and to the reasonable satisfaction of Wiltshire Council;
- 2.2.3 complete the Works to the reasonable satisfaction of Wiltshire Council;
- 2.2.4 maintain the Works to the reasonable satisfaction of Wiltshire Council;
- 2.2.5 permit in perpetuity public access to the Public Open Space and/or any land that has benefited from the use of the Contribution;
- 2.2.6 place the Contribution in an interest-bearing account from which it and any interest accrued thereon can be identified annually;
- 2.2.7 in the event that the any of the Contribution or any Interest accrued thereon is not expended or committed by 25 July 2025 it shall be repaid to Wiltshire Council on written demand.
- 2.2.8 within 10 Working Days of any reasonable written request by Wiltshire Council to provide information on the amount of the Contribution held, the interest accrued, the amount expended and the purposes on which it has been expended.

#### **3. WARRANTIES**

- 3.1 Each party represents and warrants to the other that following its own investigations, it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this agreement and that it has not committed a Prohibited Act.
- 3.2 Save as expressly provided in this agreement or any of the documents referred to in it, no representations, warranties or conditions are given or assumed by Wiltshire Council in respect of any information which is provided to Warminster Town Council by Wiltshire Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3.3 Nothing in this clause shall limit or exclude the liability of Wiltshire Council or Warminster Town Council for fraud or fraudulent misrepresentation.

#### **4. INDEMNITIES**

- 4.1 Warminster Town Council shall indemnify and keep indemnified Wiltshire Council against all Losses incurred by Wiltshire Council to the extent that such Losses arise as a result of:
  - 4.1.1 Warminster Town Council's breach of this agreement;
  - 4.1.2 any fraudulent or negligent act or any Prohibited Act committed by Warminster Town Council, its agents or contractors; and/or
  - 4.1.3 any breach of the Section 106 Restrictions.

**5. DISPUTE RESOLUTION**

- 5.1 In the event of any complaint or dispute arising between the parties in relation to this agreement, the matter should first be referred for resolution to the Authorised Representative of each party (or their nominated representatives).
- 5.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to each Authorised Representative in accordance with clause 5.1, either party may refer the matter to a Director of Wiltshire Council and the Chairman and Mayor of Warminster Town Council with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by Wiltshire Council and Warminster Town Council.
- 5.3 In the absence of agreement under clause 5.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

**6. DATA PROTECTION**

**THIS CLAUSE SHOULD BE READ IN CONJUNCTION WITH SCHEDULE 3 PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

- 6.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 6.2 The Parties shall comply with their obligations set out in Schedule 3.
- 6.3 Each Party shall ensure that it does nothing knowingly or negligently which places the other Party in breach of Data Protection Legislation.
- 6.4 The provisions of this clause shall apply during the term of this Agreement and indefinitely after its expiry.

**7. GENERAL**

- 7.1 This agreement and the other documents referred to in it contain the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 7.2 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 7.3 Nothing in this agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between the parties or as authorising one party to act as agent for the other. No party will have authority to

make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

**8. VARIATION**

- 8.1 No variation of this agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this agreement.

**9. CUMULATION OF REMEDIES**

- 9.1 Subject to the specific limitations set out in this agreement, no remedy conferred by any provision of this agreement is intended to be exclusive of any other remedy except as expressly provided for in this agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given there under or existing at law or in equity by statute or otherwise.

**10. SEVERANCE**

- 10.1 If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this agreement.

**11. THIRD PARTY RIGHTS**

- 11.1 Except as expressly provided in this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 11.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

**12. NOTICES**

- 12.1 Notices shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this agreement. Notices may be sent by first-class mail or facsimile transmission provided that facsimile transmissions are confirmed within twenty-four (24) hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered seventy-two (72) hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.

**13. COUNTERPARTS**

- 13.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 13.2 No counterpart shall be effective until each party has executed at least one counterpart.

**14. GOVERNING LAW AND JURISDICTION**

- 14.1 This agreement will be governed by and interpreted in accordance with the law of England and Wales.
- 14.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

EXECUTED as a DEED  
By affixing of the COMMON SEAL of  
WILTSHIRE COUNCIL

in the presence of:

.....  
Authorised Officer

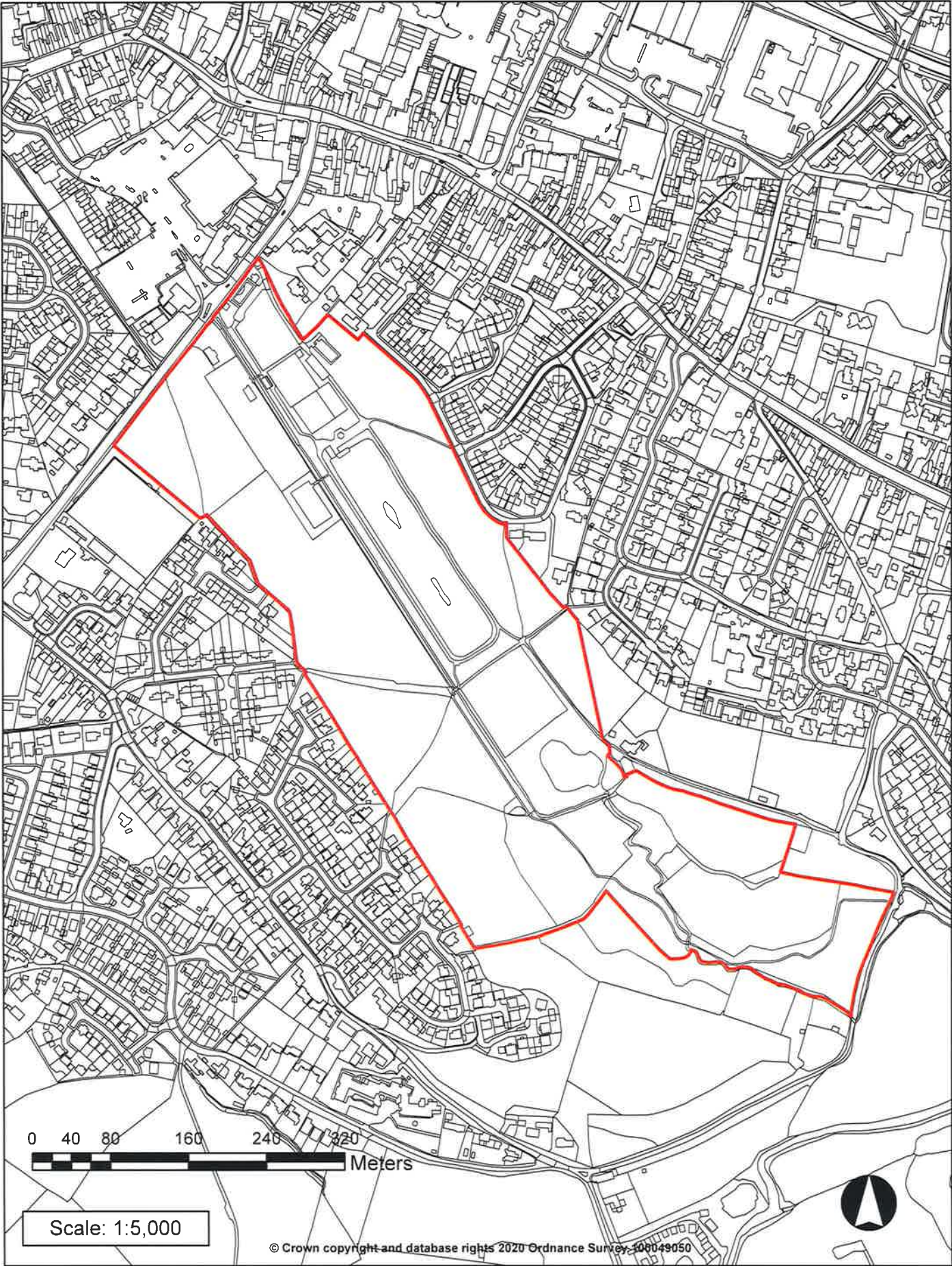
EXECUTED as a DEED  
by WARMINSTER TOWN COUNCIL  
acting by and under the signatures of:

Cllr Sue Fraser .....

Cllr Tony Nicklin .....

## **Schedule 1 – Plan 2**





**Schedule 2 – Section 106 Agreement**



**DATED**

15 MAY 2015

between

**WILTSHIRE COUNCIL**

and

**SELWOOD HOUSING SOCIETY LIMITED**

**Deed under Section 106 of the Town and Country Planning Act 1990  
and all other enabling powers**

**relating to  
FAIRVIEW HOUSE, GIPSY LANE, WARMINSTER**

**Head of Legal Services  
Wiltshire Council  
County Hall  
Bythesea Road  
Trowbridge  
Wiltshire BA14 8JN  
Ref: WCS/106474**

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### **ANNEX**

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THIS DEED is dated *the 15th day of May* 2015

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN (**Council**).
- (2) **SELWOOD HOUSING SOCIETY LIMITED** incorporated and registered in England and Wales with company number 4168336 whose registered office is at Bryer Ash Business Park, Bradford Road, Trowbridge, BA14 8RT (**Owner**)

#### **BACKGROUND**

- (A) The Owner is a Registered Provider and is the freehold owner of the Land registered at the Land Registry under title numbers WT117572 and WT123663 shown for the purposes of identification only edged red on the Plan
- (B) The Council is the local planning authority for the purposes of the Act, the local housing authority for the area in which the Land is situated
- (C) The Owner has submitted the Planning Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed without which the Planning Permission would not be granted
- (D) The Council is minded to grant Planning Permission for the Development subject to conditions and the prior completion of this Deed to ensure in the interests of the proper planning of the area.

NOW THIS DEED WITNESSES AS FOLLOWS:

#### **1. Definitions**

The definitions and rules of interpretation in this clause apply in this deed:

<b>"Act"</b>	the Town and Country Planning Act 1990
<b>"Affordable Housing"</b>	means Affordable Rented Housing provided by a local authority or a Registered Provider to eligible households whose needs are not met by the market, eligibility being determined with regard to local incomes and local house prices and should

	include provision to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative Affordable Housing provision
<b>"Affordable Housing Unit(s)"</b>	means the Residential Unit(s) to be provided as Affordable Housing being plots 9, 10, 11 and 12 as shown on the Plan
<b>"Affordable Rented Housing"</b>	means rented housing let by the Owner to a Qualifying Person which is subject to rent controls that require a rent of no more than 80% of local Open Market Rent (including service charges, where applicable) at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or other such amount as prescribed by the HCA
<b>"Allocations Policy"</b>	means the Council's policy for allocating Affordable Housing Units for all tenures in the administrative area of Wiltshire (as amended from time to time)
<b>"Chargee"</b>	means any mortgagee or chargee (including a security trustee) of the Owner or any party who has provided loan facilities to the Owner or any administrator or fixed charge receiver including any receiver appointed under the Law of Property Act 1925 administrative receiver or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security of the whole or any part of the Affordable Housing Unit(s)
<b>"Chargee's Duty"</b>	means the tasks and duties set out in paragraph 3 of Schedule 1
<b>"Commencement of Development"</b>	means the carrying out in accordance with the Planning Permission on the Land of any material operation as defined in section 56(4) of the Act other than: operations consisting of site clearance; demolition work;

	<p>archaeological investigations;</p> <p>investigations for the purposes of assessing ground conditions;</p> <p>remedial work in respect of any contamination or other adverse ground conditions;</p> <p>diversion and laying of services;</p> <p>erection of any temporary means of enclosure; and</p> <p>the temporary display of site notices or advertisements;</p> <p>and "Commence" shall be construed accordingly</p>
<b>"Contributions"</b>	means the Public Open Space Contribution and the Indoor Recreation Facilities Contribution
<b>"Development"</b>	means the development permitted by the Planning Permission
<b>"Director"</b>	means the Director of Development or his appointed representative for the time being of the Council
<b>"HCA"</b>	means the Homes and Communities Agency established by Section 1 of the Housing and Regeneration Act 2008 or such other body replacing it in function
<b>"Index"</b>	means the All Items Index of Retail Prices issued by the Office for National Statistics and in the event that such indices shall have changed the Council shall select a reasonable alternative index
<b>"Index Linked"</b>	<p>Increased in accordance with the following formula:</p> <p>Amount payable = the Contribution x (A/B) where:</p> <p>A = the figure for the Index that applied immediately preceding the date of actual payment</p> <p>B = the figure for the Index that applied when the Index was last published prior to the date of this Deed</p>
<b>"Indoor Recreation Facilities Contribution"</b>	means the sum of nine thousand six hundred and fifty nine pounds (£9,659.00) towards the cost of improving and/or upgrading the sports hall at

	Warminster sports centre and/or to upgrade the existing boat house and/or replace the existing kiosk at Warminster park for use as a base from which to offer tennis coaching, hire of tennis rackets and booking of the tennis courts in connection with such facilities on land certified by the Director as being directly relevant to Development.
<b>"Interest"</b>	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
<b>"Land"</b>	means the land at Fairview House, Gipsy Lane, Warminster shown edged red on the Plan
<b>"Market Housing Units"</b>	means the Residential Units constructed and identified as part of the Development as general housing for sale or rent on the open market and which are not Affordable Housing Units
<b>"Nomination Rights"</b>	the right of the Council to nominate tenants of the Affordable Housing Units as set out in Schedule 3
<b>"Occupation"</b>	in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include daytime occupation by workmen involved in the said construction or the storage of plant and materials and "Occupy" and "Occupied" shall be construed accordingly.
<b>"Open Market Rent"</b>	means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 4 of the Royal Institution of Chartered Surveyors' Red Book 2014 or any subsequent document which amends or replaces it
<b>"Plan"</b>	means the plan or drawing attached to this Deed and referenced 3732/001 revision K which plan is for the purposes of identification only
<b>"Planning Application"</b>	means the planning application for full planning permission for the demolition of Fairview House and construction of 6 new houses and 6 new flats with associated infrastructure, gardens, external store

	and sheds submitted to the Council for the Development and allocated reference number 14/05980/FUL
<b>“Planning Permission”</b>	means the planning permission for the Development that may be granted pursuant to the Planning Application
<b>“Protected Person”</b>	means any person who: <ul style="list-style-type: none"> <li>a) has exercised the right to acquire pursuant to the Housing Act 1996 or the Housing and Regeneration Act 2008 or any similar statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or</li> <li>b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit</li> </ul>
<b>“Public Open Space Contribution”</b>	means the sum of sixteen thousand, seven hundred pounds (£16,700.00) towards offsite open space and play provision at Warminster park and/or upgrade to the skate park in connection with such facilities on land certified by the Director as being directly relevant to Development.
<b>“Qualifying Person”</b>	means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open housing market from time to time as the financial resources of his household are too low to facilitate the purchase or rent of a house in the area at Open Market Rents or who is considered by the Council to be a person whom it is proper to be allocated accommodation in an Affordable Housing Unit
<b>“Registered Provider”</b>	means a Registered Provider as defined by Section 80 of the Housing and Regeneration Act 2008 from the Council’s list of preferred development partners or as otherwise agreed in writing by the Council



	such approval not to be unreasonably withheld or delayed
<b>“Regulator”</b>	means the HCA acting through the regulation committee established by it pursuant to Chapter 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions
<b>“Residential Unit(s)”</b>	means all residential units forming part of the Development comprising the Market Housing Units and Affordable Housing Units
<b>“Standards”</b>	means at least the minimum standards specified in the Design and Quality Standards published by the HCA or other such design and quality standards publication issued by the HCA which amends or replaces that standard and is current at the date of this Deed
<b>“Tenancy Standards”</b>	means the tenancy standard published by the Regulator in April 2012 as amended and updated from time to time
<b>“Working Day(s)”</b>	means days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year’s Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

## 2. Construction of this Deed

- 2.1. Words importing the masculine include the feminine and neuter gender and vice versa.
- 2.2. Words importing the singular include the plural and vice versa.
- 2.3. Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner.

- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually.
- 2.5. Insofar as different parts of or interests in the Land are owned by different persons each person covenants with the Council and with one another to co-operate insofar as they are able to ensure that the covenants herein on behalf of the Owner are fulfilled as expeditiously as possible.
- 2.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed.
- 2.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed.
- 2.8. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it.
- 2.9. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council.
- 2.10. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done.

### **3. Statutory provisions**

- 3.1. This Deed is made pursuant to the following:

Section 106 of the Act

Section 111 of the Local Government Act 1972

Section 1 of the Localism Act 2011

and all other enabling powers

and has been entered into by the Council pursuant to those powers.

- 3.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority.

#### **4. Commencement**

- 4.1. Save for clauses 4.2, 7.6(a), 7.7 and paragraph 1.1 of Schedule 1, the provisions of this Deed take effect on Commencement of Development
- 4.2. The Owner shall give prior notification to the Council of the Commencement of Development and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice.
- 4.3. If the Owner has not provided the information referred to in clause 4.2 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner.

#### **5. The Owner's Covenants**

The Owner will observe and perform the obligations on behalf of the Owner set out in this Deed.

#### **6. The Council's Covenants**

The Council covenants with the Owner as set out in Schedule 2.

#### **7. General**

The parties agree that:

- 7.1. Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.

- 7.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council).
- 7.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.4. Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.5. If before Commencement of Development the Planning Permission:
- a) expires within the meaning of Sections 91 92 or 93 of the Act; or
  - b) is revoked, quashed or modified without the consent of the Developer;
- this Deed shall cease to have effect.
- 7.6. The Owner shall pay to the Council:
- a) its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed;
  - b) any legal or other professional costs incurred by the Council in monitoring and/or enforcing the performance of the Owner's/Developer's obligations under this Deed.
- 7.7. This Deed shall be registerable as a local land charge by the Council.
- 7.8. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with any other planning permission granted (whether or not on appeal) after the date of this Deed.

7.9. Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations.

7.10. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

**8. Notices**

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference 106474.

**9. Waiver**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

**10. Change in Ownership**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land transferred by reference to a plan provided that this clause shall not apply to the sale or letting of Residential Unit(s).

**11. Indexation**

The Contributions shall be Index Linked.

**12. Interest**

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually.

**13. VAT**

13.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof;

13.2. If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

**14. Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## **Schedule 1 Covenants to the Council**

- 1 Subject to the provisions of paragraphs 2, 3 and 4 of this Schedule, the Owner covenants with the Council:

### **Contribution**

- 1.1 to pay the Contributions prior to the Commencement of Development and not to Commence Development until the Contributions shall have been paid to and such payment acknowledged in writing by the Council;

### **Affordable Housing**

#### **General**

- 1.2 to provide the Affordable Housing Units;

#### **Design of Affordable Housing Units**

- 1.3 to construct the Affordable Housing Units to the Standards unless otherwise agreed in writing with the Council;

#### **Allocations Policy/Nomination Rights**

- 1.4 to comply with the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units unless otherwise agreed in writing with the Council;

#### **Design of Affordable Housing Units**

- 1.5 to ensure that the Affordable Housing Units are materially indistinguishable (in terms of outlook design and appearance) from the Market Housing Units of similar size (other than to accommodate any differences required as a result of paragraph 1.3 of this Schedule) and shall ensure that the Affordable Housing Units are integrated with the Market Housing Units;



### **Use of Affordable Housing Units**

- 1.6 to ensure that the Affordable Housing Units are let by way of tenancy agreements which meets the requirements of the Regulator in accordance with the Tenancy Standard or such other tenancy agreement as shall be agreed in writing with the Council;
- 1.7 subject to the provisions of this Schedule not to cause allow or permit the Affordable Housing Units from the date of Practical Completion to be used other than for Affordable Housing;

### **Qualifying Persons**

- 1.8 To ensure unless otherwise agreed in writing with the Council that the Affordable Housing Units are let to a person(s) who satisfy the following conditions:
  - (a) is a Qualifying Person whom it is proper for the Owner to house in accordance with its rules; and
  - (b) has a local connection as set out in the Allocations Policy.

### **Mortgagee Provisions**

2

- 2.1 The Owner covenants with the Council as follows:
  - (a) to take reasonable and prudent steps to avert the repossession of the Affordable Housing Units by any Chargee under a power of sale; and
  - (b) to inform the Council immediately in the event of receiving notification from such Chargee of any breach of any obligations under its security relating to the Affordable Housing Units.
- 2.2 Subject to and without prejudice to the powers and requirements of the HCA under the Housing and Regeneration Act 2008, the disposal of any interest in the Affordable Housing Unit(s) by or on behalf of the Chargee shall not be prevented and the provisions of this Schedule shall not be binding or enforceable against the Chargee or its successors in title or persons deriving title through or under such Chargee PROVIDED THAT the Chargee shall have first followed the procedure set out in paragraph 3 below.

3 The procedure referred to in paragraph 2.2 shall be as follows:

- 3.1 the Chargee shall give not less than twenty two (22) Working Days' notice to the Council that it intends to dispose of the Affordable Housing Unit(s);
- 3.2 the Council shall then have twenty two (22) Working Days from the date of service of the notice referred to in paragraph 3.1 within which to respond indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way so as to safeguard the affordable housing character of the Affordable Housing Unit(s);
- 3.3 if within twenty two (22) Working Days from the date of service of the notice referred to in paragraph 3.1 the Council does not serve its response to the notice then the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free of restrictions in this Schedule which provisions shall determine absolutely with the result that the provisions of this Schedule shall not be binding upon the Chargee nor any successors in title thereto nor any person deriving title under it;
- 3.4 if within twenty two (22) Working Days of the date of service of the notice referred to in paragraph 3.1 the Council serves its response indicating that arrangements can be made in accordance with paragraph 3.2 then the Chargee shall co-operate with such arrangements and use reasonable endeavours to secure such transfer Provided That the Chargee shall be under no obligation to sell the Affordable Housing Unit(s) for a consideration less than the amount due and outstanding to the Chargee under the terms of the relevant security documentation (including all accrued principal monies, interest, costs and expenses) and Provided That the Council shall in formulating or promoting any arrangements referred to in paragraphs 3.2 and 3.4 give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge, mortgage or loan and all other duties of the Chargee to secure a proper price when making such disposal;
- 3.5 If the Council or any other person cannot within forty four (44) Working Days of the date of service of its response under paragraph 3.4 secure completion of such transfer then the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) or any of them free from the provisions of paragraphs 1 and 2.1 of this Schedule which provisions shall determine absolutely with the result that the said

provisions shall not be binding upon the Chargee nor any successors in title thereto nor any person deriving title under it;

- 3.6 If the Chargee does not wish to dispose of the Affordable Housing Units at any time after the giving of notice under paragraph 3.1 it shall within seven (7) days give written notice to the Council of its intention to discontinue;
- 3.7 If the Council does not wish to continue with the exercise of its powers under paragraph 3.4 after the giving of its response under paragraph 3.2 it shall within seven (7) days give to the Chargee written notice of its intention to discontinue and the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) or any of them free from the provisions of paragraphs 1 and 2.1 of this Schedule which provisions shall determine absolutely with the result that the said provisions shall not be binding upon the Chargee any successors in title thereto or person deriving title under it.

#### **Exclusion**

- 4 The provisions of paragraphs 1 and 2.1 of this Schedule and the provisions of Schedule 3 of this Agreement shall:
  - 4.1 not apply to a Protected Person or any mortgagee or chargee of a Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees;
  - 4.2 Cease to apply to any Residential Units where a Registered Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable;
  - 4.3 Cease to apply to any Residential Units where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or pursuant to a voluntary grant scheme under Section 21 of the Housing Act 1996 or any amendment or replacement thereof;
  - 4.4 Not bind any purchaser, tenant or occupier of completed Residential Units nor any successor in title to such person;

- 4.5 Not bind any mortgagee or chargee of any purchaser, tenant or occupier referred to in paragraphs 4.1 to 4.4 above nor any administrator, administrative receiver or fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation by such mortgagee or chargee or any person deriving title through such persons.

## **Schedule 2      Covenants by the Council**

The Council covenants with the Owner:

1. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid
2. To pay to the paying party such amount of the Contribution made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the Owner to do so

### **Schedule 3      Nomination Rights**

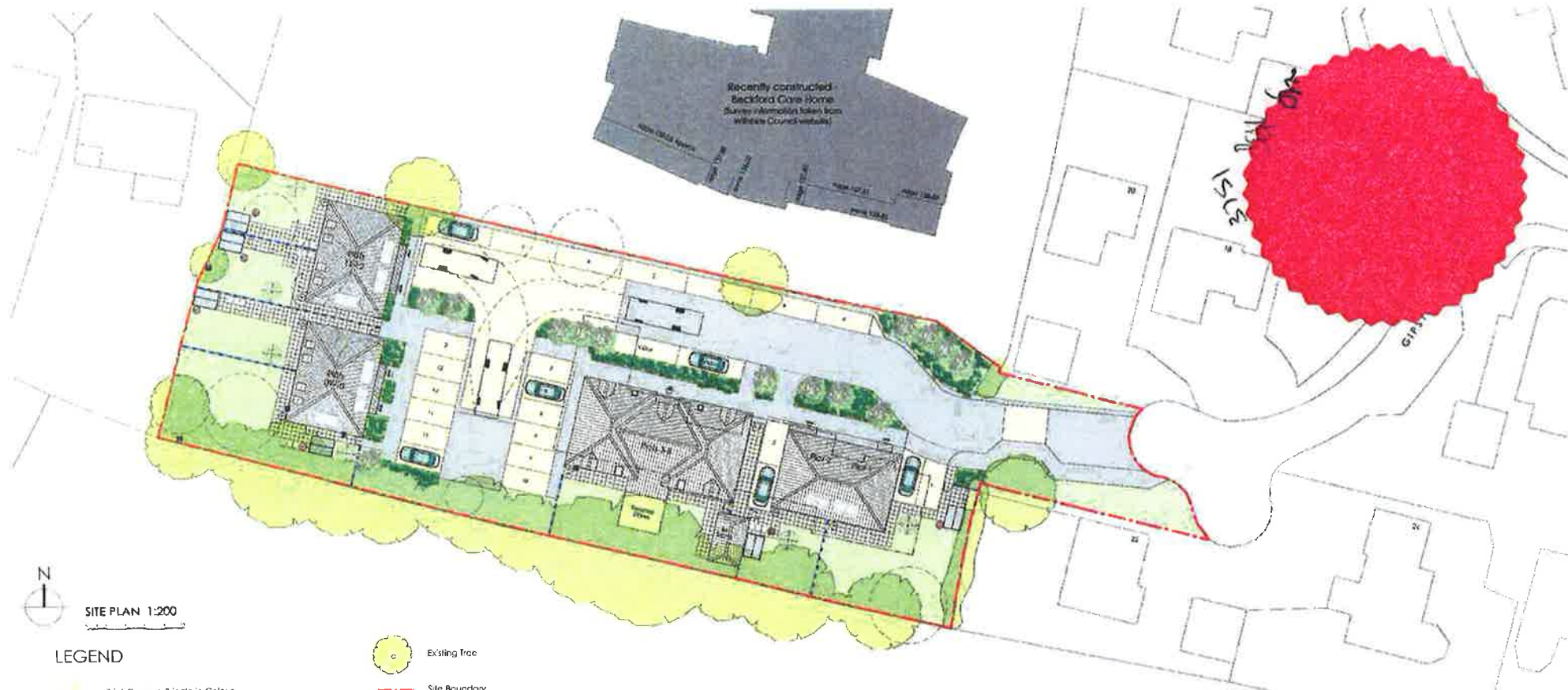
1. Pursuant to paragraph 1.4 of Schedule 1, as between the Owner and the Council the following provisions shall govern the nominations/allocations of Occupation of the Affordable Housing Units in line with the Allocations Policy and the nominations procedures for each type of tenure;
2. The Owner shall notify the Council in writing from time to time of any Affordable Dwelling that shall be vacant and available for Occupation;
3. The Owner will liaise with the Council as necessary with regard to local housing need generally and the list of Qualifying Persons;
4. The Council and the Owner shall have the following nomination rights in respect of the Affordable Units:

#### Nominations

The initial allocation of each dwelling:	the Council 100%
Thereafter:	the Council 75%
	the Owner 25%

5. The provisions of this Schedule are personal to the Owner and the Council and for the avoidance of doubt are not binding upon any Chargee nor upon the owner-occupiers or tenants of the Residential Unit(s)

## **Annex A. The Plan**



SITE PLAN 1:200

### LEGEND

- Brick Pavement, Brindle in Colour
- Tarmacadam Surfacing
- Standard Pavement, Brindle in Colour (600x600mm)
- Grassed Area
- Shrub Planting
- Gravel, light in colour
- Bat Boxes (Schwaglor and Lostock types as noted on drawing) to mitigate for Common and Soprano Pipit, Noddy, Sooty Tern, Noddy and Vintager birds. To be attached to adjacent trees or built in / attached to wall at varying heights between 3 and 6m.
- Tree Removed
- Proposed Tree
- Existing Tree



Existing Tree

Site Boundary

### BOUNDARY TREATMENTS

- 2.1m high vertical close boarded fence site boundary
- 1.8m high vertical close boarded fence

### CODE COMPONENTS

- Rotary dryer
- 1200mm level landing
- 1500mm turning circle
- Bin storage provision as WAS 1 Table Cat 5.1. Bins are to be weatherproof and on level hardstanding
- Composter
- Water Butt
- Shed, 1.8x2.4m - To incorporate cycle storage provision of 2 cycles with shelving hoop set into concrete base

SCHEDULE OF ACCOMMODATION			
Page	Quantity	Unit	Notes
B1	3	bedroom	31 points
B2	3	bedroom	31 points
C1	3	bedroom	31 points
C2	3	bedroom	31 points
C3	3	bedroom	31 points
C4	3	bedroom	31 points
C5	3	bedroom	31 points
C6	3	bedroom	31 points
C7	3	bedroom	31 points
C8	3	bedroom	31 points
C9	3	bedroom	31 points
C10	3	bedroom	31 points
C11	3	bedroom	31 points
C12	3	bedroom	31 points
C13	3	bedroom	31 points
C14	3	bedroom	31 points
C15	3	bedroom	31 points
C16	3	bedroom	31 points
C17	3	bedroom	31 points
C18	3	bedroom	31 points
C19	3	bedroom	31 points
C20	3	bedroom	31 points
C21	3	bedroom	31 points
C22	3	bedroom	31 points
C23	3	bedroom	31 points
C24	3	bedroom	31 points
C25	3	bedroom	31 points
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C27	3	bedroom	31 points
C28	3	bedroom	31 points
C29	3	bedroom	31 points
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C31	3	bedroom	31 points
C32	3	bedroom	31 points
C33	3	bedroom	31 points
C34	3	bedroom	31 points
C35	3	bedroom	31 points
C36	3	bedroom	31 points
C37	3	bedroom	31 points
C38	3	bedroom	31 points
C39	3	bedroom	31 points
C40	3	bedroom	31 points
C41	3	bedroom	31 points
C42	3	bedroom	31 points
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C78	3	bedroom	31 points
C79	3	bedroom	31 points
C80	3	bedroom	31 points
C81	3	bedroom	31 points
C82	3	bedroom	31 points
C83	3	bedroom	31 points
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C97	3	bedroom	31 points
C98	3	bedroom	31 points
C99	3	bedroom	31 points
C100	3	bedroom	31 points

LOCATION PLAN 1:1250



3732/001  
 24 July 2014  
 SCALE VARIES

Proposed Site and Location Plan

Fairview House  
 Clippy Lane, Warrimuir





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

The common seal of **WILTSHIRE COUNCIL** was affixed to this document in the presence of:

*Sarah S Chen*  
**Principal Solicitor**

Authorised signatory



81413

Executed as a Deed by affixing the common seal of **SELWOOD HOUSING SOCIETY LIMITED** in the presence of:

*S.P. Ely*  
*S.P. Ely*

~~Director~~  
Authorised Signatory  
~~Authorised signatory~~  
~~Director/Secretary~~



3751

81413

81413

### **Schedule 3 – Processing Personal Data and Data Subjects**

- 1.1 As at the Commencement Date, Wiltshire Council has determined that the performance of this Agreement does not require disclosure of Personal Data.
- 1.2 Neither Party shall disclose any Personal Data to the other Party in connection with this Agreement.
- 1.3 The Parties acknowledge that each of them retains the role of Data Controller only for their respective organisation in connection with this Agreement.
- 1.4 In the event that Wiltshire Council determines that disclosure of Personal Data is required for the proper performance of this Agreement, before either Party makes any such disclosure:
  - 1.4.1 the Parties shall co-operate in good faith to review relevant requirements;
  - 1.4.2 should Wiltshire Council determine that changes to the terms of this Schedule 3 are necessary to ensure compliance with Data Protection Legislation (the “**Required Changes**”), Wiltshire Council will provide at least one month’s written notice to Warminster Town Council of the Required Changes (such notice to be given in accordance with clause 12). Warminster Town Council will upon receipt of such notice confirm that it will accept these changes. For the avoidance of doubt, the variation procedure set out at clause 8 shall not apply to the Required Changes; and
  - 1.4.3 Warminster Town Council shall enter into such further agreements relating to compliance with Data Protection Legislation as Wiltshire Council may reasonably require.

## **Schedule 4 – Authorised Representatives**

### **1.1 AUTHORISED REPRESENTATIVES**

**(a) Wiltshire Council's Authorised Representative:**

Head of Service Community Development, Wiltshire Council, County Hall, Bythesea Road, Trowbridge. BA14 8JN

**(b) Warminster Town Council Authorised Representative:**

Town Clerk, Warminster Town Council, Warminster Civic Centre, Sambourne Road, Warminster. BA12 8LB



# Memorandum of Understanding

Community Public Access  
Defibrillator Support Package

Warminster Town Council

&

South Western Ambulance Service NHS  
Foundation Trust

## **1. Background**

- 1.1. This Memorandum of Understanding (MOU) is designed to define the responsibilities of the two parties, South Western Ambulance Service NHS Foundation Trust (SWASFT) and Warminster Town Council, in the provision of an Automated External Defibrillator and emergency life support, to persons suffering a cardiac arrest or other life threatening conditions, until the arrival of the statutory ambulance response.
- 1.2. This is in line with SWASFT's initiative to place defibrillators within the community.

## **2. South Western Ambulance Service NHS Foundation Trust Responsibilities**

- 2.1 An Automatic External Defibrillator will be issued for use by the community which will remain the property of SWASFT.
- 2.2 The Trust will provide any servicing of equipment, replacement of defibrillator electrodes, battery and other disposables provided, whether through use or expiry.
- 2.3 The Trust will provide suitable storage equipment for the defibrillators in the form of a bracket or cabinet.
- 2.4 The Trust's Community Responder Department will provide an initial defibrillator awareness course and subsequent annual awareness courses, as required for the community, so long as both parties adhere to all aspects of this MOU.
- 2.5 The nominated Assistant Community Responder Officer will provide support on any welfare issues that may arise through the incidents.

## **3. Warminster Town Council Responsibilities**

- 3.1. Warminster Town Council will ensure a suitable, highly visible position for the defibrillator and that it is protected from the weather.
- 3.2. Warminster Town Council is responsible for the installation/uninstallation of any storage and the costs associated.
- 3.3. Warminster Town Council will appoint a member of the community who will carry out daily visual checks of the defibrillator to ensure the "rescue ready" indicator is green.
- 3.4. Warminster Town Council will submit a monthly online check on the Defibrillator page on SWASFT's website using its dedicated call sign.
- 3.5. In the event of the indicator being red, the guardian will contact one of the Trust's nominated Assistant Community Responder Officers as soon as practicable.



- 3.6. In the event of the defibrillator being unavailable for any reason, i.e. stolen, damaged, faulty or mislaid, Warminster Town Council will immediately contact one of the Assistant Community Responder Officers; this defibrillator remains SWASFT property and a replacement will be issued as soon as possible.
- 3.7. Following the use of a defibrillator, the nominated person will contact one of SWASFT's Assistant Community Responder Officers as soon as practical to gain replenishment of consumables and ensure welfare requirements are met.

#### **4. Applicable to both parties**

##### **4.1. Statutory Obligations and other requirements**

- 4.1.1 Both parties shall comply with and, where possible, assist each other with its Statutory Obligations and Governance procedures that relate directly to its provision of services. Either party shall immediately notify the other of any incident or proceedings arising from a breach of its responsibilities that may affect their ability to fulfil their obligations under this MOU.

##### **4.2. Term**

- 4.2.1 The period covered by this agreement is from the date when the equipment is delivered and shall continue for four years, or until either party terminates the MOU by written notification to the other party.
- 4.2.2 Termination of this agreement will be in writing by either party, with a minimum of one month's notice.
- 4.2.3 The nominated Assistant Community Responder Officer to contact Warminster Town Council a year before the package end date to discuss a renewal agreement.
- 4.2.4 If the agreement is not renewed, all equipment will be returned to SWASFT.



## 5. Defibrillator Location

<b>Address:</b>	Warminster Civic Centre Sambourne Road Warminster
<b>Postcode:</b>	BA12 8LB
<b>OS Map Reference:</b>	ST 87222 45068
<b>Specific Location Details:</b> (e.g. In porch of main entrance)	Located in unlocked yellow cabinet on the front wall next to main entrance
<b>Call Sign:</b>	WC0251
<b>Access Availability:</b> (e.g. 24/7)	24/7 Access



## **6 Participants**

### **6.1 South Western Ambulance Service NHS Foundation Trust**

Contact: Julia Doel

Job Title: Assistant Community Responder Officer

Address: Trust Headquarters  
Abbey Court  
Eagle Way  
Exeter  
EX2 7HY

Mobile: 07824 475519

Email: [julia.doel@swast.nhs.uk](mailto:julia.doel@swast.nhs.uk)

### **6.2 Warminster Town Council Guardian**

Contact: Admin Officer

Address:

Telephone: 01985 214847

Email: [civiccentre@warminster-tc.gov.uk](mailto:civiccentre@warminster-tc.gov.uk)





**7. Agreement – Part 1**

Date of Agreement:

Agreed Cost: £ 1800.00 (ex VAT) annual payments £450.00 (ex VAT)

Length of Term: 4 YEARS

Confirmation of agreement by both parties of the Community Public Access Support Package as managed by South Western Ambulance Service NHS Foundation Trust.

On behalf of **South Western Ambulance NHS Foundation Trust**

Signed: ..... Date: .....

Print Name: ..... Position: .....

On behalf of **Warminster Town Council**

Signed: ..... Date: .....

Print Name: ..... Position: .....



**8. Agreement – Part 2**

New/Renewal Package Commencement Date (Date of equipment delivery/renewal)	
Package End Date:	
Call Sign	WC0251
Defibrillator Model	
Defibrillator S/N	
Defibrillator Barcode	
Defibrillator Pad (in defib)	LOT: Expiry:
Defibrillator Pad (spare)	LOT: Expiry:
Battery LOT	
Battery Barcode	
Battery Install Date	
Storage Type	
Cabinet Colour/Type (if applicable)	
Cabinet Serial Number (if applicable)	

Warminster Town Council to acknowledge receipt of equipment and commencement of agreement:

Signed: ..... Print Name: ..... Date: .....

# Warminster Town Council Meetings, 2021/2022

2021														2022				
	May	June	July	August	September	October	November	December	January	February	March	April	May					
<b>Mon</b>							1											
Tues		1					2			1								
Wed		2			1		3	1		2								
Thurs		3	1		2		4	2		3								
Fri		4	2		3	1	5	3		4		1						
Sat	1	5	3		4	2	6	4	1	5		2						
Sun	2	6	4	1	5	3	7	5	2	6		3						
<b>Mon</b>	3	<del>X</del>	<b>HR</b>	<b>F&amp;A</b>	2	<b>F&amp;A</b>	<b>HR</b>	<b>F&amp;A</b>	3	<del>X</del>	<b>HR</b>	<b>F&amp;A</b>	<b>Town Meet</b>	2	<del>X</del>			
Tues	4	<b>F&amp;A*</b>	8	6	3	7	5	9	7	4	<b>F&amp;A</b>	8	5	3	<b>F&amp;A*</b>			
Wed	5	9	7	4	8	6	10	8	5	9	9	6	4					
Thurs	6	<b>Elections</b>	10	8	5	9	7	11	9	6	10	7	5					
Fri	7	11	9	6	10	8	12	10	7	11	11	8	6					
Sat	8	12	10	7	11	9	13	11	8	12	12	9	7					
Sun	9	13	11	8	12	10	14	12	9	13	13	10	8					
<b>Mon</b>	10	<b>PAC</b>	14	<b>P&amp;E</b>	9	<b>P&amp;E</b>	15	<b>P&amp;E</b>	13	<b>PAC</b>	10	<b>P&amp;E</b>	14	<b>P&amp;E</b>	11	<b>PAC</b>	9	<b>PAC</b>
Tues	11	15	<b>CCTV</b>	13	10	14	<b>CCTV</b>	16	14	<b>CCTV</b>	11	15	15	<b>CCTV</b>	12	10		
Wed	12	16	14	11	15	13	17	15	12	16	16	13	11					
Thurs	13	17	15	12	16	14	18	16	13	17	17	14	12					
Fri	14	18	16	13	17	15	19	17	14	18	18	15	<del>X</del>	13				
Sat	15	19	17	14	18	16	20	18	15	19	19	16	<del>X</del>	14				
Sun	16	20	18	15	19	17	21	19	16	20	20	17	<del>X</del>	15				
<b>Mon</b>	17	<b>Ann Mtg</b>	<b>PAC</b>	<b>PAC</b>	<b>PAC</b>	<b>PAC</b>	<b>PAC</b>	<b>PAC</b>	17	<b>PAC</b>	<b>PAC</b>	<b>PAC</b>	<b>PAC</b>	18	<del>X</del>	<b>Ann Mtg</b>		
Tues	18	22	20	17	21	19	23	21	18	22	22	19	17					
Wed	19	23	21	18	22	20	24	22	19	23	23	20	18					
Thurs	20	24	22	19	23	21	25	23	20	24	24	21	19					
Fri	21	25	23	20	24	22	26	24	21	25	25	22	20					
Sat	22	26	24	21	25	23	27	25	22	26	26	23	21					
Sun	23	27	25	22	26	24	28	26	23	27	27	24	22					
<b>Mon</b>	24	<b>P&amp;E</b>	<b>Town Dev</b>	<b>Full Council</b>	23	<b>Full Council</b>	<b>Town Dev</b>	<b>Full Council</b>	27	<del>X</del>	<b>Full Council</b>	<b>Town Dev</b>	<b>Full Council</b>	<b>Town Dev</b>	23	<b>P&amp;R</b>		
Tues	25	29	27	24	28	26	30	28	25	<del>X</del>	29	26	24					
Wed	26	30	28	25	29	27		29	26		30	27	25					
Thurs	27		29	26	30	28		30	27		31	28	26					
Fri	28		30	27	31	29		31	28			29	27					
Sat	29		31	28		30			29			30	28					
Sun	30			29		31			30				29					
<b>Mon</b>	31	<del>X</del>		30	<del>X</del>				31				30			<del>X</del>		
Tues				31									31					



**STANDING ORDERS**

**AND**

**FINANCIAL REGULATIONS**

**2020**

**Adopted by Full Council 18.05.2020**  
**Financial Regulations Updated 18.05.2020**



## STANDING ORDERS

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# STANDING ORDERS

## **PREFACE**

Some of the Standing Orders are compulsory as they are laid down in Acts of Parliament. These are printed in **bold type**. These Standing Orders cannot be altered.

## **DEFINITIONS**

Any reference to “Council” or “the Council” means Warminster Town Council. Any reference to Clerk, RFO or Proper Officer means the Town Clerk.

The Chairman of a Town Council is entitled to use the title “Town Mayor”. The title confers no additional powers on the Chairman and, in particular, has no implications for his conduct in meetings.

In the following pages the word “Chairman” includes “Town Mayor” and the word “Vice Chairman” includes “Deputy Town Mayor”. In addition, where appropriate, use of the word “he” is to include the meaning “she”.

## **1. RULES OF DEBATE AT MEETINGS**

- 1.1 Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chairman of the meeting.
- 1.2 A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- 1.3 A motion on the agenda that is not moved by its proposer may be treated by the chairman of the meeting as withdrawn.
- 1.4 If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- 1.5 An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- 1.6 If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- 1.7 An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chairman of the meeting, is expressed in writing to the chairman.
- 1.8 A councillor may move an amendment to his own motion if agreed by the meeting. If

a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.

- 1.9 If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chairman of the meeting.
- 1.10 Subject to standing order 1.11, only one amendment shall be moved and debated at a time, the order of which shall be directed by the chairman of the meeting.
- 1.11 One or more amendments may be discussed together if the chairman of the meeting considers this expedient, but each amendment shall be voted upon separately.
- 1.12 A councillor may not move more than one amendment to an original or substantive motion.
- 1.13 The mover of an amendment has no right of reply at the end of debate on it.
- 1.14 Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.
- 1.15 Unless permitted by the chairman of the meeting, a councillor may speak once in the debate on a motion except:
  - 1.15.1 to speak on an amendment moved by another councillor;
  - 1.15.2 to move or speak on another amendment if the motion has been amended since he last spoke;
  - 1.15.3 to make a point of order;
  - 1.15.4 to give a personal explanation; or
  - 1.15.5 to exercise a right of reply.
- 1.16 During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which he considers has been breached or specify the other irregularity in the proceedings of the meeting he is concerned about.
- 1.17 A point of order shall be decided by the chairman of the meeting and his decision shall be final.
- 1.18 When a motion is under debate, no other motion shall be moved except:
  - 1.18.1 to amend the motion;
  - 1.18.2 to proceed to the next business;
  - 1.18.3 to adjourn the debate;
  - 1.18.4 to put the motion to a vote;
  - 1.18.5 to ask a person to be no longer heard or to leave the meeting;
  - 1.18.6 to refer a motion to a committee or sub-committee for consideration;



- 1.18.7 to exclude the public and press;
  - 1.18.8 to adjourn the meeting; or
  - 1.18.9 to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
- 1.19 Before an original or substantive motion is put to the vote, the chairman of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived his right of reply.
- 1.20 Excluding motions moved under standing order 1.18, the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed three minutes without the consent of the chairman of the meeting.

## **2. DISORDERLY CONDUCT AT MEETINGS**

- 2.1 No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chairman of the meeting shall request such person(s) to moderate or improve their conduct.
- 2.2 If person(s) disregard the request of the chairman of the meeting to moderate or improve their conduct, any councillor or the chairman of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- 2.3 If a resolution made under standing order 2.2 is ignored, the chairman of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

## **3. MEETINGS GENERALLY**

- Full Council meetings ●
- Committee meetings ●
- Sub-committee meetings ●

●	3.1	<b>Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.</b>
●	3.2	<b>The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.</b>
●	3.3	<b>The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice.</b>
● ●	3.4	<b>Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all</b>

	<b>of a meeting shall be by a resolution which shall give reasons for the public's exclusion.</b>
3.5	Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda. A member of the public shall not speak for more than three minutes. Except at the Chairman's discretion, no more than 3 members of the public may speak on any agenda item at any one meeting.
3.6	In accordance with standing order 3.5, a question shall not require a response at the meeting nor start a debate on the question. The chairman of the meeting may direct that a written or oral response be given.
3.7	A person shall raise his hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort). The chairman of the meeting may at any time permit a person to be seated when speaking.
3.8	A person who speaks at a meeting shall direct his comments to the chairman of the meeting.
3.9	Only one person is permitted to speak at a time. If more than one person wants to speak, the chairman of the meeting shall direct the order of speaking.
3.10	Whenever the Chairman rises during a debate all other members shall be seated and silent.
● 3.11 ●	<b>Subject to standing order 3.13, a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To "report" means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.</b>
● 3.12 ●	<b>A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.</b>
● 3.13 ●	<b>The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.</b>
● 3.14	<b>Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chairman of the Council may in his absence be done by, to or before the Vice-Chairman of the Council.</b>
● 3.15	<b>The Chairman of the Council, if present, shall preside at a meeting. If the Chairman is absent from a meeting, the Vice-Chairman of the Council if present, shall preside. If both the Chairman and the Vice-Chairman are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.</b>
● 3.16 ●	<b>Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting rights</b>

●	<b>present and voting.</b>
● ● ●	<p><b>3.17 The chairman of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise his casting vote whether or not he gave an original vote.</b></p> <p><i>See standing orders 5.8 and 5.9 for the different rules that apply in the election of the Chairman of the Council at the annual meeting of the Council.</i></p>
●	<p><b>3.18 Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his vote for or against that question.</b> Such a request shall be made before moving on to the next item of business on the agenda.</p>
	<p><b>3.19</b> The minutes of a meeting shall include an accurate record of the following:</p> <p>3.19.1 the time and place of the meeting;</p> <p>3.19.2 the names of councillors who are present and the names of councillors who are absent;</p> <p>3.19.3 interests that have been declared by councillors and non-councillors with voting rights;</p> <p>3.19.4 the grant of dispensations (if any) to councillors and non-councillors with voting rights;</p> <p>3.19.5 whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;</p> <p>3.19.6 if there was a public participation session; and</p> <p>3.19.7 the resolutions made.</p>
● ● ●	<p><b>3.20 A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on his right to participate and vote on that matter.</b></p>
●	<p><b>3.21 No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.</b></p> <p><i>See standing order 4.4.5 for the quorum of a committee or sub-committee meeting.</i></p>
● ● ●	<p><b>3.22 If a meeting is or becomes inquorate no business shall be transacted</b> and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.</p>
	<p><b>3.23</b> A meeting shall not exceed a period of two hours.</p>

## **4. COMMITTEES AND SUB-COMMITTEES**

- 4.1 **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- 4.2 **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**
- 4.3 **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- 4.4 The Council may appoint standing committees or other committees as may be necessary, and:
  - 4.4.1 shall determine the terms of reference of a standing committee and permit standing committees to determine the terms of reference of their sub-committees and working groups;
  - 4.4.2 shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
  - 4.4.3 shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
  - 4.4.4 shall permit a committee to appoint its own chairman at the first meeting of the committee;
  - 4.4.5 shall determine the place, notice requirements and quorum for a meeting of a committee and a direct reporting sub-committee which, in both cases, shall be a minimum of three members or one-third;
  - 4.4.6 shall permit the committee or sub-committee to determine if the public may participate at a meeting;
  - 4.4.7 shall permit the committee or sub-committee to determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
  - 4.4.8 may dissolve a committee and shall permit a committee to dissolve a sub-committee and working group.

## **5. ORDINARY COUNCIL MEETINGS**

- 5.1 **In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- 5.2 **In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- 5.3 **If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**

- 5.4 **In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- 5.5 **The first business conducted at the annual meeting of the Council shall be the election of the Chairman and Vice-Chairman of the Council.**
- 5.6 **The Chairman of the Council, unless he has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until his successor is elected at the next annual meeting of the Council.**
- 5.7 **The Vice-Chairman of the Council, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chairman of the Council at the next annual meeting of the Council.**
- 5.8 **In an election year, if the current Chairman of the Council has not been re-elected as a member of the Council, he shall preside at the annual meeting until a successor Chairman of the Council has been elected. The current Chairman of the Council shall not have an original vote in respect of the election of the new Chairman of the Council but shall give a casting vote in the case of an equality of votes.**
- 5.9 **In an election year, if the current Chairman of the Council has been re-elected as a member of the Council, he shall preside at the annual meeting until a new Chairman of the Council has been elected. He may exercise an original vote in respect of the election of the new Chairman of the Council and shall give a casting vote in the case of an equality of votes.**
- 5.10 Following the election of the Chairman of the Council and Vice-Chairman of the Council at the annual meeting, the business shall include:
- 5.10.1 **In an election year, delivery by the Chairman of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chairman of the Council of his acceptance of office form unless the Council resolves for this to be done at a later date;**
- 5.10.2 Confirmation of the accuracy of the minutes of the last meeting of the Council;
- 5.10.3 Receipt of the minutes of the last meeting of a committee;
- 5.10.4 Consideration of the recommendations made by a committee;
- 5.10.5 Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
- 5.10.6 Review of the terms of reference for committees;
- 5.10.7 Appointment of members to existing committees;
- 5.10.8 Appointment of any new committees in accordance with standing order 4;
- 5.10.9 Review and adoption of appropriate standing orders and financial regulations;
- 5.10.10 Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.

- 5.10.11 Review of representation on or work with external bodies and arrangements for reporting back;
- 5.10.12 In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;
- 5.10.13 Review of inventory of land and other assets including buildings and office equipment;
- 5.10.14 Confirmation of arrangements for insurance cover in respect of all insurable risks;
- 5.10.15 Review of the Council's and/or staff subscriptions to other bodies;
- 5.10.16 Review of the Council's complaints procedure;
- 5.10.17 Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (*see also standing orders 11, 20 and 21*);
- 5.10.18 Review of the Council's policy for dealing with the press/media;
- 5.10.19 Review of the Council's employment policies and procedures;
- 5.10.20 Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
- 5.10.21 Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

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

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

## **7. PREVIOUS RESOLUTIONS**

- 7.1 A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least two councillors to be given to the

Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.

- 7.2 When a motion moved pursuant to standing order 7.1 has been disposed of, no similar motion may be moved for a further six months.

## **8. VOTING ON APPOINTMENTS**

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

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

- 9.1 A motion shall relate to the responsibilities of the meeting for which it is tabled and, in any event, shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- 9.2 No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least ten clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- 9.3 The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9.2, correct obvious grammatical or typographical errors in the wording of the motion.
- 9.4 If the Proper Officer considers the wording of a motion received in accordance with standing order 9.2 is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least ten clear days before the meeting.
- 9.5 If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- 9.6 The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- 9.7 Motions received shall be recorded and numbered in the order that they are received.
- 9.8 Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

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

- 10.1 The following motions may be moved at a meeting without written notice to the Proper Officer:
- 10.1.1 to correct an inaccuracy in the draft minutes of a meeting;
  - 10.1.2 to move to a vote;
  - 10.1.3 to defer consideration of a motion;
  - 10.1.4 to refer a motion to a particular committee or sub-committee;
  - 10.1.5 to appoint a person to preside at a meeting;
  - 10.1.6 to change the order of business on the agenda;
  - 10.1.7 to proceed to the next business on the agenda;
  - 10.1.8 to require a written report;
  - 10.1.9 to appoint a committee or sub-committee and their members;
  - 10.1.10 to extend the time limits for speaking;
  - 10.1.11 to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;
  - 10.1.12 to not hear further from a councillor or a member of the public;
  - 10.1.13 to exclude a councillor or member of the public for disorderly conduct;
  - 10.1.14 to temporarily suspend the meeting;
  - 10.1.15 to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);
  - 10.1.16 to adjourn the meeting; or
  - 10.1.17 to close the meeting.

## **11. MANAGEMENT OF INFORMATION**

*See also standing order 20.*

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



## **12. DRAFT MINUTES**

- 12.1 If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- 12.2 There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10.1.1.
- 12.3 The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chairman of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- 12.4 If the chairman of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:
- “The chairman of this meeting does not believe that the minutes of the meeting of the ( ) held on [date] in respect of ( ) were a correct record but his view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings.”
- 12.5 Subject to the publication of draft minutes in accordance with standing order 12.5 and standing order 20.1 and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

## **13. CODE OF CONDUCT AND DISPENSATIONS**

*See also standing order 3.21.*

- 13.1 All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- 13.2 Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has a disclosable pecuniary interest. He may return to the meeting after it has considered the matter in which he had the interest.
- 13.3 Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has another interest if so required by the Council's code of conduct. He may return to the meeting after it has considered the matter in which he had the interest.
- 13.4 **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- 13.5 A decision as to whether to grant a dispensation shall be made by the Proper Officer and that decision is final.
- 13.6 A dispensation request shall confirm:
- 13.6.1 the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
- 13.6.2 whether the dispensation is required to participate at a meeting in a

discussion only or a discussion and a vote;

13.6.3 the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and

13.6.4 an explanation as to why the dispensation is sought.

13.7 Subject to standing orders 13.4 and 13.6, a dispensation request shall be considered by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required.

13.8 A dispensation may be granted in accordance with standing order 13.5 if having regard to all relevant circumstances any of the following apply:

13.8.1 without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;

13.8.2 granting the dispensation is in the interests of persons living in the Council's area; or

13.8.3 it is otherwise appropriate to grant a dispensation.

## **14. CODE OF CONDUCT COMPLAINTS**

14.1 Upon notification by the Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.

14.2 Where the notification in standing order 14.1 relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of the HR Committee of this fact, and the Chairman shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14.4.

14.3 The Council may:

14.3.1 Upon notification by the Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.

14.3.2 Where the notification in standing order 14.1 relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of Council of this fact, and the Chairman shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14.4.

**14.4 Upon notification by the Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.**

## **15. PROPER OFFICER**

15.1 The Proper Officer shall be the Clerk or other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.

15.2 The Proper Officer shall:

15.2.1 at least three clear days before a meeting of the council, a committee or a sub-committee:

- serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and
- provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).

*See standing order 3.2 for the meaning of clear days for a meeting of a full council and standing order 3.3 for the meaning of clear days for a meeting of a committee;*

15.2.2 subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least one day before the meeting confirming his withdrawal of it;

15.2.3 **convene a meeting of the Council for the election of a new Chairman of the Council, occasioned by a casual vacancy in his office;**

15.2.4 **facilitate inspection of the minute book by local government electors;**

15.2.5 **receive and retain copies of byelaws made by other local authorities;**

15.2.6 hold acceptance of office forms from councillors;

15.2.7 hold a copy of every councillor's register of interests;

15.2.8 assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;

15.2.9 receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;

15.2.10 assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);

15.2.11 arrange for legal deeds to be executed  
(*see also standing order 23*);

15.2.12 arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;

15.2.13 record every planning application notified to the Council and the Council's response to the local planning authority in a book for such purpose;

- 15.2.14 refer a planning application received by the Council to the Chairman or in his absence the Vice-Chairman of the Planning Advisory Committee within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Planning Advisory Committee;
- 15.2.15 manage access to information about the Council via the publication scheme; and
- 15.2.16 retain custody of the seal of the Council which shall not be used without a resolution to that effect  
(see also standing order 23).
- 15.2.17 To delegate the power to the Town Clerk in discussion with the Chairs/Vice Chairs of a Main Committee and Sub Committee, to make recommendations to Wiltshire Council as part of their Parish Consultation Process before going to committee, if the submission date is programmed before the next committee meeting. The exercise of this power should be consistent with established practice and policy, where defined, and shall be reported to the next Full Committee, or Full Council meeting whichever is appropriate'.

## **16. RESPONSIBLE FINANCIAL OFFICER**

- 16.1 The Responsible Financial Officer shall be the Clerk or other staff member(s) nominated by the Council to undertake the work of the Responsible Financial Officer when the Clerk is absent.

## **17. ACCOUNTS AND ACCOUNTING STATEMENTS**

- 17.1 "Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".
- 17.2 All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- 17.3 The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
  - 17.3.1 the Council's receipts and payments (or income and expenditure) for each quarter;
  - 17.3.2 the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
  - 17.3.3 the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- 17.4 As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
  - 17.4.1 each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and

- 17.4.2 to the Council the accounting statements for the year in the form of Section 2 of the Annual Governance and Accountability Return, as required by proper practices, for consideration and approval.
- 17.5 The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least seven days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

## **18. FINANCIAL CONTROLS AND PROCUREMENT**

- 18.1 The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
- 18.1.1 the keeping of accounting records and systems of internal controls;
  - 18.1.2 the assessment and management of financial risks faced by the Council;
  - 18.1.3 the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
  - 18.1.4 the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
  - 18.1.5 whether contracts with an estimated value below **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- 18.2 Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- 18.3 **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 18.6 is subject to Regulations 109–114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity unless it proposes to use an existing list of approved suppliers (framework agreement)**
- 18.4 Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
- 18.4.1 a specification for the goods, materials, services or the execution of works shall be drawn up;
  - 18.4.2 an invitation to tender shall be drawn up to confirm: (i) the Council's specification; (ii) the time, date and address for the submission of tenders; (iii) the date of the Council's written response to the tender; and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;

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

## **19. HANDLING STAFF MATTERS**

- 19.1 A matter personal to a member of staff that is being considered by a meeting of the HR Committee is subject to standing order 11.
- 19.2 Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chairman of the HR Committee or, if he is not available, the vice-chairman of the HR Committee of absence occasioned by illness or other reason and that person shall report such absence to the HR Committee at its next meeting.
- 19.3 The chairman of the HR Committee or, in his absence, the vice-chairman shall upon a resolution conduct a review of the performance and annual appraisal of the work of Clerk. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by the HR Committee.
- 19.4 Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff (or other members of staff) shall contact the Chairman of the HR Committee or, in his absence, the Vice-Chairman of the HR Committee in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the HR Committee.

- 19.5 Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by the Clerk relates to the chairman or vice-chairman of the HR Committee, this shall be communicated to another member of the HR Committee, which shall be reported back and progressed by resolution of the HR Committee.
- 19.6 Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.
- 19.7 In accordance with standing order 11.1, persons with line management responsibilities shall have access to staff records referred to in standing order 19.6.

## **20. RESPONSIBILITIES TO PROVIDE INFORMATION**

*See also standing order 21.*

- 20.1 In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.
- 20.2 The Council shall publish information in accordance with the requirements of the Local Government (Transparency Requirements) (England) Regulations 2015.

## **21. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION**

(Below is not an exclusive list.)

*See also standing order 11.*

- 21.1 The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his personal data.
- 21.2 The Council shall have a written policy in place for responding to and managing a personal data breach.
- 21.3 The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.
- 21.4 The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.
- 21.5 The Council shall maintain a written record of its processing activities.

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

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

## **23. EXECUTION AND SEALING OF LEGAL DEEDS**

*See also standing orders 15.2.12 and 5.2.17.*

- 23.1 A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- 23.2 **Subject to standing order 23.1, the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.**

## **24. COMMUNICATING WITH UNITARY COUNCILLORS**

- 24.1 An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the councillor(s) of the Unitary Council who's division covers any area of the Council.
- 24.2 Unless the Council determines otherwise, a copy of each letter sent to the Unitary Council shall be sent to the councillor(s) who's division covers any area of the Council.

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

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

## **26. STANDING ORDERS GENERALLY**

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



councillor as soon as possible.

- 26.4 The decision of the chairman of a meeting as to the application of standing orders at the meeting shall be final.

## **27 REMOTE MEETINGS**

During periods when the government allows parish councils to meet remotely the following standing orders shall also apply.

- 27.1 Determination as to whether a meeting should be held remotely can be made by the Clerk or Assistant Clerk in consultation with the Chairman of the Council.
- 27.2 Remote meetings can be held via a video link system or by telephone so long as every member can hear and be heard by all other members and be heard by the public.
- 27.3 Voting will be carried out by means of typing on features such as meeting chat. Those unable to use chat will be asked to state their vote. The chairman or clerk may read back the votes of the council so that everyone is sure their vote has been recorded correctly.
- 27.4 Members and the public can access documents on the town council website. In addition, members will be sent electronic copies of agendas and minutes and members of the public will be sent electronic copies on request.
- 27.5 Members of the public will be encouraged to indicate their intention to attend a remote meeting in advance to assist in their ability to access the meeting. The public are requested to send the council copies of any questions, comments or statements they intend to raise under public participation.
- 27.6 Members who must leave a meeting owing to a pecuniary interest for which they do not have a dispensation, and members who have an interest and do not wish to be part of the meeting, may leave the meeting and will be contacted by an officer when they can return to the meeting.
- 27.7 As far as is practical, existing standing orders will be followed. Any other issues relating to the conduct of remote meetings will be covered in a separate protocol.

# FINANCIAL REGULATIONS

## 1. **GENERAL**

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

- assists the Council to secure economy, efficiency and effectiveness in the use of its resources; and
  - produces financial management information as required by the Council.
- 1.10 The accounting records determined by the RFO shall be sufficient to show and explain the Council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the Council from time to time comply with the Accounts and Audit (England) Regulations.
- 1.11 The accounting records determined by the RFO shall in particular contain:
- entries from day to day of all sums of money received and expended by the Council and the matters to which the income and expenditure or receipts and payments account relate;
  - a record of the assets and liabilities of the Council; and
  - wherever relevant, a record of the Council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.
- 1.12 The accounting control systems determined by the RFO shall include:
- procedures to ensure that the financial transactions of the Council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
  - procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
  - identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
  - procedures to ensure that uncollectable amounts, including any bad debts, are not submitted to the Council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
  - measures to ensure that risk is properly managed.
- 1.13 The Council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:
- setting the final budget or the precept (council tax requirement);
  - approving accounting statements;
  - approving an annual governance statement;
  - borrowing;
  - writing off bad debts;
  - declaring eligibility for the General Power of Competence; and
  - addressing recommendations in any report from the internal or external auditors,
- shall be a matter for the Full Council only.
- 1.14 In addition, the Council must:
- determine and keep under regular review the bank mandate for all Council bank accounts;

- 1.15 In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

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

## **2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)**

- 2.1 All accounting procedures and financial records of the Council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.
- 2.2 On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the Council's Finance and Audit Committee.
- 2.3 The RFO shall complete the annual statement of accounts, annual report, and any related documents of the Council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the Council within the timescales set by the Accounts and Audit Regulations.
- 2.4 The Council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the Council shall make available such documents and records as appear to the Council to be necessary for the purpose of the audit and shall, as directed by the Council, supply the RFO, internal auditor, or external auditor with such information and explanation as the Council considers necessary for that purpose.
- 2.5 The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the Council in accordance with proper practices.
- 2.6 The internal auditor shall:
- be competent and independent of the financial operations of the Council;
  - report to Council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
  - to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
  - have no involvement in the financial decision making, management or control of the Council.
- 2.7 Internal or external auditors may not under any circumstances:
- perform any operational duties for the Council;

- initiate or approve accounting transactions; or
  - direct the activities of any Council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8 For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 2.9 The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.
- 2.10 The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

### **3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING**

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

### **4. BUDGETARY CONTROL AND AUTHORITY TO SPEND**

- 4.1 Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:
- the Council for all items over £20,000;
  - a duly delegated committee of the Council for items over £7,500; or
  - The Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items between £2,000 - £7,500
  - The Clerk or officer authorised by the Clerk, for any items below £2,000.

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

The Chairman of Finance and Audit should be informed of any spending decision between £7,500 and £20,000.

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

- 4.2 No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the Council, or duly delegated committee. During the budget year and with the approval of Council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').
- 4.3 Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.
- 4.4 The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of Council or relevant committee. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.
- 4.5 In cases of extreme risk to the delivery of Council services, the Clerk may authorise revenue expenditure on behalf of the Council which in the Clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £5000. The Clerk shall report such action to the chairman as soon as possible and to the Council as soon as practicable thereafter.
- 4.6 No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the Council or duly delegated committee is satisfied that the necessary funds are available. Any requisite borrowing by Council must be approved.
- 4.7 All capital works shall be administered in accordance with the Council's standing orders and financial regulations relating to contracts.
- 4.8 The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose, 'material' shall be in excess of (15%) of the budget, minimum of £500, based on the budget for that period, (and allowing for prepayments or accruals).
- 4.9 Changes in earmarked reserves shall be approved by Council as part of the budgetary control process.

## **5. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS**

- 5.1 The Council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the Council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.

- 5.2 The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to the Finance and Audit Committee. The Committee shall review the schedule for compliance and having satisfied itself shall authorise payment by a resolution of the Finance and Audit Committee. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.
- 5.3 All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the Council.
- 5.4 The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available Finance and Audit Committee meeting.
- 5.5 The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:
- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of Council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of the Finance and Audit Committee;
  - b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of the Finance and Audit Committee; or
  - c) Fund transfers within the Council's banking arrangements up to the sum of £50,000 provided that a list of such payments shall be submitted to the next appropriate meeting of the Finance and Audit Committee.
- 5.6 For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which the Finance and Audit Committee may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of the Finance and Audit Committee.
- 5.7 A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised – thus controlling the risk of duplicated payments being authorised and/or made.
- 5.8 In respect of grants a duly authorised committee shall approve expenditure within any limits set by Council and in accordance with any policy statement approved by Council. Any Revenue or Capital Grant in excess of £20,000 shall, before payment, be subject to ratification by resolution of the Council.

- 5.9 Members are subject to the Code of Conduct that has been adopted by the Council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.
- 5.10 The Council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.
- 5.11 Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a member.

## **6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS**

- 6.1 The Council will make safe and efficient arrangements for the making of its payments.
- 6.2 Following authorisation under Financial Regulation 5 above, the Council, a duly delegated committee or, if so delegated, the RFO shall give instruction that a payment shall be made.
- 6.3 All payments shall be effected by cheque or other instructions to the Council's bankers, or otherwise, in accordance with a resolution of Council or duly delegated committee.
- 6.4 Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to Council or committee shall be signed by two members of Council in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.
- 6.5 To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.
- 6.6 If thought appropriate by the Finance and Audit Committee, payment for utility supplies (energy, telephone and water) and any national non-domestic rates may be made by variable direct debit provided that the instructions are signed by two members. The approval of the use of a variable direct debit shall be renewed by resolution of the Council at least every two years.
- 6.7 If thought appropriate by the Finance and Audit Committee, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members, are retained and any payments are reported to the Finance and Audit Committee as made. The approval of the use of a banker's standing order shall be renewed by resolution of the Council at least every two years.
- 6.8 If thought appropriate by the Finance and Audit Committee, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to the Finance and Audit Committee as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the Council at least every two years.



- 6.9 If thought appropriate by the Finance and Audit Committee, payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.
- 6.10 Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the Council's records on that computer, in an emergency the Chairman of the Council is authorised to access passwords via Netitude. This shall be reported to all members immediately and formally to the next available meeting of the Council
- 6.11 No employee or councillor shall disclose any PIN or password, relevant to the working of the Council or its bank accounts, to any person not authorised in writing by the Council or a duly delegated committee.
- 6.12 Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.
- 6.13 The Council, and any members using computers for the Council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.
- 6.14 Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The bank mandate approved by the Council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.
- 6.15 Access to any internet banking accounts will be directly to the access page (which may be saved under 'favourites'), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for Council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.
- 6.16 Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by the RFO and a member. A programme of regular checks of standing data with suppliers will be followed.
- 6.17 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 £500 unless authorised by Council or Finance and Audit Committee in writing before any order is placed.
- 6.18 A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Finance and Audit Committee. Transactions and purchases made will be reported to the Finance and Audit Committee and authority for topping-up shall be at the discretion of the Finance and Audit Committee.
- 6.19 Any corporate credit card or trade card account opened by the Council will be specifically restricted to use by the RFO and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.
- 6.20 The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.

- a) The RFO shall maintain a petty cash float of £250 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.
- b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.
- c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to the council under 5.2 above.

6.21 No payments are to be made to any individual unless a Unique Tax Reference number is supplied

## **7. PAYMENT OF SALARIES**

- 7.1 As an employer, the Council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by Council, or duly delegated committee.
- 7.2 Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available HR Committee meeting, as set out in these regulations above.
- 7.3 No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the HR Committee.
- 7.4 Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:
  - a) by any councillor who can demonstrate a need to know;
  - b) by the internal auditor;
  - c) by the external auditor; or
  - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.
- 7.5 The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- 7.6 An effective system of personal performance management should be maintained for the senior officers.
- 7.7 Any termination payments shall be supported by a clear business case and reported to the Council. Termination payments shall only be authorised by Council.
- 7.8 Before employing interim staff, the HR Committee must consider a full business case.

## **8. LOANS AND INVESTMENTS**

- 8.1 All borrowings shall be effected in the name of the Council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan, shall only be approved by Full Council.
- 8.2 Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as hire purchase or leasing of tangible assets) shall be subject to approval by the Full Council. In each case a report in writing shall be provided to Council in respect of value for money for the proposed transaction.
- 8.3 All loans and investments shall be negotiated in the name of the Council and shall be for a set period in accordance with Council policy.
- 8.4 The Council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the Council at least annually.
- 8.5 All investments of money under the control of the Council shall be in the name of the Council.
- 8.6 All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 8.7 Payments in respect of short-term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

## **9. INCOME**

- 9.1 The collection of all sums due to the Council shall be the responsibility of and under the supervision of the Clerk.
- 9.2 Particulars of all charges to be made for work done, services rendered, or goods supplied shall be agreed annually by the Council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the Council.
- 9.3 The Finance and Audit Committee will review all fees and charges at least annually, following a report of the Clerk.
- 9.4 Any sums found to be irrecoverable and any bad debts shall be written off in the year. Sums over £500 shall be reported to the Council
- 9.5 All sums received on behalf of the Council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the Council's bankers with such frequency as the RFO considers necessary.
- 9.6 The origin of each receipt shall be entered on the paying-in slip.
- 9.7 Personal cheques shall not be cashed out of money held on behalf of the Council.
- 9.8 The RFO shall promptly complete any VAT return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.

- 9.9 Where any significant sums of cash are regularly received by the Council, the RFO shall take such steps as are agreed by the Council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.
- 9.10 Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the Council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any Council meeting (see also Regulation 16 below).

## **10. ORDERS FOR WORK, GOODS AND SERVICES**

- 10.1 An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.
- 10.2 Order books shall be controlled by the RFO.
- 10.3 All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any *de minimis* provisions in Regulation 11.1 below.
- 10.4 A member may not issue an official order or make any contract on behalf of the Council.
- 10.5 The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

## **11. CONTRACTS**

- 11.1 Procedures as to contracts are laid down as follows:
- (a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
    - (i) for the supply of gas, electricity, water, sewerage and telephone services;
    - (ii) for specialist services such as are provided by legal professionals acting in disputes;
    - (iii) for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
    - (iv) for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the Council;
    - (v) for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of the council). and

(vi) for goods or materials proposed to be purchased which are proprietary articles and /or are only sold at a fixed price.

(b) Where the Council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ('the Regulations') which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations.<sup>1</sup>

(c) The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time).<sup>2</sup>

(d) When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the Council.

(e) Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.

(f) All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of Council.

(g) Any invitation to tender issued under this regulation shall be subject to Standing Order 18.4<sup>3</sup> and shall refer to the terms of the Bribery Act 2010.

(h) When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk shall obtain three quotations (priced descriptions of the proposed supply); where the value is below £10,000 and above £4000 the Clerk shall strive to obtain three estimates. Otherwise, Regulation 10.3 above shall apply.

(i) The Council shall not be obliged to accept the lowest or any tender, quote or estimate.

(j) Should it occur that the Council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the Council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision making process was being undertaken.

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<sup>1</sup> The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts.

<sup>2</sup> Thresholds currently applicable are:

- a. For public supply and public service contracts 209,000 Euros (£164,176)
- b. For public works contracts 5,225,000 Euros (£4,104,394)

<sup>3</sup> Based on NALC's Model Standing Order 18d ©NALC 2018

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## **12. PAYMENTS UNDER CONTRACTS FOR BUILDING OR OTHER CONSTRUCTION WORKS (PUBLIC WORKS CONTRACTS)**

- 12.1 Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).
- 12.2 Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the Council.
- 12.3 Any variation to a contract or addition to or omission from a contract must be approved by the Council and Clerk to the contractor in writing, the Council being informed where the final cost is likely to exceed the financial provision.

## **13. STORES AND EQUIPMENT**

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

## **14. ASSETS, PROPERTIES AND ESTATES**

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

- 14.4 No real property (interests in land) shall be purchased or acquired without the authority of the Full Council. In each case a report in writing shall be provided to Council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.5 Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the Full Council. In each case a report in writing shall be provided to Council with a full business case.
- 14.6 The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

## **15. INSURANCE**

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

## **16. CHARITIES**

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

## **17. RISK MANAGEMENT**

- 17.1 The Council is responsible for putting in place arrangements for the management of risk. The Clerk shall prepare, for approval by the Council, risk management policy statements in respect of all activities of the Council. Risk policy statements and consequential risk management arrangements shall be reviewed by the Council at least annually.
- 17.2 When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the Council.

## **18. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS**

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





# Elected Members Code of Conduct

## 1. Conduct

- 1.1 You are a member or co-opted member of Warminster Town Council and hence you shall have regard to the following principles – **selflessness, integrity, objectivity, accountability, openness, honesty and leadership.**
- 1.2 You must promote and support high standards of conduct when serving in your public post, in particular as characterized by the following requirements, by leadership and example.
- 1.3 Accordingly, when acting in your capacity as a member or co-opted member:
  - (a) You must act solely in the public interest and should never improperly confer an advantage or disadvantage on any person or act to gain financial or other material benefits for yourself, your family, a friend or close associate.
  - (b) You must not place yourself under a financial or other obligation to outside individuals or organisations that might seek to influence you in the performance of your official duties.
  - (c) When carrying out your public duties you must make all choices, such as making public appointments, awarding contracts or recommending individuals for rewards or benefits, on merit.
  - (d) You are accountable for your decisions to the public and you must co-operate fully with whatever scrutiny is appropriate to your office.
  - (e) You must be as open as possible about your decisions and actions and the decisions and actions of your authority and should be prepared to give reasons for those decisions and actions.
  - (f) You must declare any private interests, both pecuniary and non-pecuniary, that relate to your public duties, and must take steps to resolve any conflicts arising in a way that protects the public interest, including registering and declaring interests in a manner conforming with the procedures set out below
  - (g) You must, when using or authorising the use by others of the resources of your authority, ensure that such resources are not used improperly for political purposes (including party political purposes) and you must have regard to any applicable Local Authority Code of Publicity made under the Local Government Act 1986.

## 2. Registering and Declaring Pecuniary and Non-Pecuniary Interests

- 2.1 You must, within 28 days of taking office as a member or co-opted member, notify your authority's monitoring officer of any disclosable pecuniary interest as defined by regulations made by the Secretary of State, where the pecuniary interest is yours, your spouse's or civil partner's, or is the pecuniary interest of somebody with whom you are living as a husband or wife, or as if you were civil partners.
- 2.2 If an interest has not been entered onto the authority's register you must disclose the interest to any meeting of the authority at which you are present, where you have a

disclosable interest in any matter being considered and where the matter is not a sensitive interest.

- 2.3 Following any disclosure of an interest which is not on the authority's register or the subject of pending notification, you must notify the monitoring officer of the interest within 28 days beginning with the date of disclosure.
- 2.4 Unless dispensation has been granted, you may not participate in any discussion of, vote on, or discharge any function related to any matter in which you have a pecuniary interest as defined by regulations made by the Secretary of State. Additionally, you must observe the restrictions your authority places on your involvement in matters where you have a pecuniary or non-pecuniary interest as defined by your authority.

Adopted 18<sup>th</sup> May 2020



# **Terms of Reference and Delegation of Powers to Committees**

**2020–2021**

**Adopted by Full Council 18.05.20**



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*Note:* Amendments to these Terms of Reference and Delegation of Powers to Committees may be made from time to time by resolutions of Full Council.

## **Terms of Reference**

### **Full Council**

The following matters shall be reserved for decision by Full Council, but the appropriate committee(s) may make recommendation for the council's consideration:

1. The Precept.
2. Borrowing money.
3. Making, amending or revoking Standing Orders, Financial Regulations, Duties and Powers of Proper Officer provisions.
4. Making, amending or revoking by-laws.
5. Making of Orders under Statutory Powers.
6. Matters of principle or policy.
7. Addressing recommendations in any report from the Internal and External Auditors.
8. Nomination or appointment of representatives of the town council on any authority, organisation or body that requests one (except approved conferences or meetings).
9. Nomination of members of all standing committees.
10. New powers or duties.
11. Prosecution or defence in a Court of Law.
12. Nomination or appointment of representatives of the town council to any enquiry on matters affecting the town.
13. To receive and adopt the Annual Accounts.
14. To receive and sign off the Annual External Audit and Return.
15. To receive reports and recommendations referred to Full Council from the various committees.
16. To set up direct reporting working groups as necessary.
17. To receive reports and recommendations and consider recommendations from all direct reporting working groups set up by Full Council or indirect groups where considered appropriate by the Town Clerk or Committee Chairs due to timetable restrictions.
18. To authorise the sealing of various documents with the Common Seal.
19. To confirm the appointment of the Town Mayor/Deputy Mayor.
20. To confirm the schedule of meetings of Full Council and the standing committees for the ensuing year.
21. To receive petitions and deputations from members of the public or any organisations.
22. Any other matters not delegated to a standing committee or referred to Full Council by standing committees.

## **Terms of Reference**

### **HR Committee**

*The HR Committee is responsible for: all staffing matters for the Council; and includes all training and development matters, including elected Members; all Health & Safety issues and the relevant required risk assessment; and to deal with any complaints made against the town council in accordance with the council's complaints procedure.*

#### **1. Membership**

Mayor and Deputy Mayor, and the Chairmen of Finance and Audit, Planning Advisory, Parks and Recreation, Environmental Services and Town Development Committees.

#### **2. Delegated Business**

The Committee has been delegated authority to deal with the following matters to conclusion:

- 2.1 To advertise staff appointments and arrange interviews, interview for staff appointments and make decisions on appointments through to conclusion.
- 2.2 To carry out the Town Clerk's staff appraisal and agree objectives.
- 2.3 To agree and arrange staff salaries within the agreed budget.
- 2.4 To agree and arrange training requirements for staff and Councillors within the agreed budget.
- 2.5 To consider, and bring to a final conclusion, any matters of grievance or discipline as outlined by the policies contained in the Staff Handbook applicable to all members of staff employed by the Town Council.
- 2.6 Following discussions with the Town Clerk, and staff concerned, to receive and resolve any issues relating to staffing levels and regrading, pay levels and staffing structures.
- 2.7 To receive and note annual and other appraisals and be the point of contact for any appeal.
- 2.8 To deal with any complaints made against the Town Council in accordance with the Council's Complaints Procedure.
- 2.9 To deal with any staff complaint concerning the Town Clerk.
- 2.10 To deal with any staff matters referred by the Town Clerk.
- 2.11 To ensure that the Council complies with Health and Safety issues including the annual risk assessment procedure.

## **HR Committee continued**

- 2.12 Any other personnel matters delegated by the Town Council.
- 2.13 To form sub-committees or “task and finish” working groups as required. To determine the terms of reference, schedule of meetings and whether the meetings are open or closed to the public.

### **3. Referred Business**

- 3.1 To review staff requirements and job descriptions received from other committees, revise as necessary.
- 3.2 To consider the implications of the services to be devolved from Wiltshire Council and their impact on HR matters.

## **Terms of Reference**

### **Finance and Audit Committee**

*The Finance and Audit Committee oversees the Town Council's budgets to ensure all expenditure is authorised where necessary and income is collected. The Committee may undertake an audit and scrutiny of any spending decision by any committee or officer. The Committee manages the following assets of the town that the Council owns or manages: Dewey House; Warminster Civic Centre; the Tynning allotments, and any other asset not managed by another Committee*

#### **1. Membership**

Seven elected Members.

#### **2. Delegated Business**

The Committee has delegated authority to deal with the following matters to conclusion:

##### **2.1 All financial matters**

2.1.1 Monthly Management Accounts.

2.1.2 To receive reports of paid invoices for goods and services.

2.1.3 Draft budget for submission to Full Council for decision.

2.2 To form sub-committees or “task and finish” working groups as required. To determine the terms of reference, schedule of meetings and whether the meetings are open or closed to the public.

2.3 Specific matters referred by Full Council.

2.4 Allocation of grants within the agreed criteria and budget of the Town Council.

2.5 Agree and manage maintenance contracts and budgets for all services and assets which fall under the remit of the committee.

2.6 To act as a Tender Committee as and when necessary and to report the outcome of any tendering procedure to Full Council.

2.7 Administration, maintenance and use of all buildings and public spaces which fall under the remit of the committee.

2.8 Receive petitions and deputations from members of the public or any organisation relevant to the work of the committee.



## **Finance and Audit Committee continued**

### **3. Referred Business**

The Committee may consider and report to Full Council or committees on the following matters:

- 3.1 To report on the Finance and Audit Committee's allocation of grants within the agreed criteria and budget of the Town Council.
- 3.2 To provide council with a budget and precept recommendation annually in January, to be prepared no later than November of the preceding year.
- 3.3 Monitor income and expenditure within the budget estimates approved by Full Council and make necessary recommendations.
- 3.4 Review the Town Council's Financial Regulations as necessary.
- 3.5 All implications of any services devolved from Wiltshire Council, and the impact on the ability of the town council to properly budget and execute its financial responsibilities.
- 3.6 Any other matters referred to the Finance and Audit Committee by Full Council that are not within their terms of reference.

## **Terms of Reference**

### **Planning Advisory Committee**

*The Planning Advisory Committee meets to consider all planning applications in the town. Comments are sent to the Wiltshire Council as part of their consultation procedure. The aim is to use Planning Law, the National Planning Policy Framework, Wiltshire Council's Core Strategy, Policy and Periodic Planning Guidance notes to preserve and enhance the town's character, whilst encouraging its commercial and social vitality. It will also consider the policies, aspirations and recommendations of the Neighbourhood Plan Review Working Group.*

#### **1. Membership**

Seven elected Members.

Co-opted: The Chairman of the Neighbourhood Plan Review Working Group.

#### **2. Delegated Business**

The Committee has delegated authority to deal with the following matters to conclusion:

- 2.1 At meetings to consider all planning applications sent for consultation by Wiltshire Council.
- 2.2 To comment on behalf of the Town Council on planning applications having due regard to the Town Council's policies and that of the Neighbourhood Plan.
- 2.3 To deal with requests for street naming.
- 2.4 To produce and publish any information for the public about planning matters, except plans which hold copyright.
- 2.5 To delegate the power to the Town Clerk in discussion with the Chairman or Vice Chairman, to make recommendations to Wiltshire Council on minor revisions to applications for which there is insufficient time to call a planning committee or sub-committee meeting. The exercise of this power should be consistent with established practice and policy of the committee, where defined, and shall be reported to the next Planning Committee meeting.
- 2.6 To form sub-committees or "task and finish" working groups as required. To determine: the terms of reference, schedule of meetings and whether the meetings are open or closed to the public.
- 2.7 Equipment within the area of its responsibilities and not under the control of any other committee.
- 2.8 Receive petitions and depositions from the general public or any organisation relevant to the work of the committee.

## **Planning Advisory Committee continued**

- 2.9 To receive reports and recommendations from the Neighbourhood Plan Review Working group, or any other group set up by other Committees.

### **3. Referred Business**

To consider and make recommendations to Full Council on the following matters:

- 3.1 Any other matters referred to the Committee by Full Council.

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## **Terms of Reference**

### **Town Development Committee**

*The Town Development Committee co-ordinates all transport, highways and environmental issues in the town. These include CCTV, lighting, spatial planning, road maintenance, new highway projects and speed limits, rural footpaths, and town settlement boundary issues, byways and all other rights of way and flooding. The Town Development Committee shall consider how to promote the town as a place to live, work and enjoy. This shall include consideration of events, publicity and marketing and the promotion of the town as a destination for visitors.*

#### **1. Membership**

1.1 Seven elected Members.

1.2 Three Advisers one of whom will be the Chair of the Neighbourhood Plan Review Working Group.

#### **2. Delegated Business**

The Committee has been delegated to deal with the following matters to conclusion:

2.1 To consider and comment on any highways and transport matters and oversee related projects.

2.2 To make referrals to the Community Area Transport Group where necessary following 2.1 above.

2.3 Footpaths, bridleways and rights of way.

2.4 Equipment within the area of its responsibilities and not under the control of any other committee.

2.5 To request funds from the Capital Fund cost centre as agreed by the committee, to be reported to the Finance and Audit Committee if over £7500 and under £20,000.

2.6 To form sub-committees or “task and finish” working groups as required. To determine the terms of reference, schedule of meetings and whether the meeting is open to the public or closed.

2.7 To receive monitoring reports from the Spatial Planning Review Working Group. To monitor and report on all Warminster based Spatial Planning Issues including Town Settlement Boundary Issues being considered or proposed by Wiltshire Council. The committee will also manage any spatial planning and town settlement boundary proposals by Wiltshire Council. To allow such reports to go direct to the Planning Advisory Committee after consultation with the Committee Chair and/or Town Clerk, if timetable constraints do not allow placing on the next

meeting agenda.

### **Town Development Committee continued**

- 2.8 To delegate the power to the Town Clerk in discussion with the Chairman or Vice Chairman, to make recommendations or minor revisions to matters for which there is insufficient time to call a Town Development committee meeting. The exercise of this power should be consistent with established practice and policy of the committee, where defined, and shall be reported to the next committee meeting.
- 2.9 The committee will agree an annual calendar of town council events and consider requests from outside organisations to use the Lake Pleasure Grounds for their own events. This will include dates and budget cost.
- 2.10 A councillor will be nominated lead member for all major events organised by the town council.
- 2.11 The Mayor and members of the Town Development Committee will be invited to attend the debrief reports into town council events in order to ascertain the performance and suitability of the event for future support. All hours worked by staff including the time-off-in-lieu which is taken shall be included in the report.

### **3. Referred Business**

To consider and make recommendations to the Town Council on the following matters:

- 3.1 Budget estimates, to be prepared no later than September each year.
- 3.2 Any other matters referred to the Committee by the Town Council.

## **Terms of Reference**

### **Parks and Recreation Committee**

*The Park and Recreation Committee manages the park and recreation related assets owned or maintained by the town council. These include the Lake Pleasure Grounds, the Pavilion Café, the Boat House, Play Areas, Closed Church Yards, the War Memorial, the Obelisk and Yeates Meadow, Boreham Cemetery and Ashley Place amenity space. The committee manages projects which directly affect these assets and services and requests to use said services or assets.*

#### **1. Membership**

- 1.1 Seven elected Members
- 1.2 Up to 3 Co-opted non-members.

#### **2. Delegated Business**

The Committee has delegated authority to deal with the following matters to conclusion:

- 2.1 To form sub-committees or “task and finish” working groups as required. To determine the terms of reference, schedule of meetings and whether the meetings are open or closed to the public.
- 2.3 Agree and manage maintenance contracts and budgets for all assets and services which fall under the remit of the committee. Capital Projects over £20,000 to be referred to Full Council.
- 2.4 Administration, maintenance and use of all assets and services which fall under the remit of the committee.
- 2.5 Manage projects on all assets and services which fall under the remit of the committee.
- 2.6 Receive petitions and deputations from members of the public or any organisation relevant to the work of the committee.

#### **3. Referred Business**

To consider and make recommendations to Full Council on the following matters:

- 3.1 Any other matters referred to the Committee by Full Council
- 3.2 Budget estimates, to be prepared no later than September each year.

## **Terms of Reference**

### **Environmental Services Committee**

*The Environmental Services Committee manages services and assets related to services within the town these include the council's; road sweeper, depot and other facilities linked to the road sweeper. The committee will be responsible for any such similar services that are delegated or devolved from Wiltshire Council including, Grass cutting, Hedges, Shrubs, Shelter belts, Trees, Amenity footpaths, Leaf clearance, Balancing ponds, Fencing, Litter picking, Litter bins, anti-Fly tipping measures, Graffiti removal, Hazardous waste disposal, Markets and road kill.*

#### **1. Membership**

- 1.1 Seven elected Members
- 1.2 Co-opted non-members as appropriate

#### **2. Delegated Business**

The Committee has delegated authority to deal with the following matters to conclusion:

- 2.1 To form sub-committees or “task and finish” working groups as required. To determine the terms of reference, schedule of meetings and whether the meetings are open or closed to the public.
- 2.2 Any matters referred to the Environmental Services Committee by Full Council that are not within their terms of reference.
- 2.3 Agree and manage maintenance contracts and budgets for all Environmental Services and Assets which fall under the remit of the committee.
- 2.4 Administration, maintenance and use of all devolved buildings and public spaces which fall under the remit of the committee.
- 2.5 Manage projects on all assets and services which fall under the remit of the committee.
- 2.6 Receive petitions and deputations from members of the public or any organisation relevant to the work of the committee.

#### **3. Referred Business**

To consider and make recommendations to Full Council on the following matters:

- 3.1 Any other matters referred to the Committee by Full Council
- 3.2 Budget estimates, to be prepared no later than September each year.

## **Terms of Reference**

### **Sub-Committees and Working Groups**

*Sub-Committees and Working Groups can be set up by Full Council, Finance and Audit, HR, Town Development, Parks and Recreation, Environmental Services and the Planning Advisory Committee. The appointing committee shall resolve on whether the sub-committee or working group holds open or closed meetings.*

#### **1. Membership**

Members can be appointed and so can non-elected members of the public or any other representative from a properly constituted body. Sub-committees and working groups can consist entirely of non-elected or co-opted members if members agree.

#### **2. Delegated Business**

The Working Group is an informal group which has delegated authority to discuss and debate items as specified in their terms of reference as minuted by the parent committee or sub-committee.

- 2.1 No Working Group shall have powers to make decisions on policy or budget commitment. Recommendations shall be put before the relevant parent committee or sub-committee for ratification.

To delegate the power to the Town Clerk in discussion with the leader of the working group, to make recommendations or minor revisions to matters for which there is insufficient time to call a Working Group meeting. The exercise of this power should be consistent with established practice and policy of the working group, where defined, and shall be reported to the next working group meeting

- 2.2 If requested by the Working Group a calling note can be put together by the Clerk's office in conjunction with the leader of the working group.
- 2.3 Minutes of the sub-committee or working groups will be made available to all members and the general public on request. They will be prepared by the Clerk's office unless other arrangements have been made.
- 2.4 Meetings of sub-committees and working groups will not necessary be open to the public but all minutes will be available once adopted by the parent committee.
- 2.5 The general ToRs can be expanded for any working group if required to enable the completion of a project. Any additional ToRs will be adopted by the parent committee.



## **Terms of Reference**

### **Co-option Policy**

1. All committees of Warminster Town Council, with the exception of the Finance and Audit Committee, can co-opt members who are not elected Councillors to assist with the work of their committee.
2. The co-option of an individual is not to be confused with the filling of a casual vacancy on Full Council, which would only arise if an elected member should resign, die or be disqualified.
3. Co-option will not be politically led nor be a vehicle to enlist those parties not represented on Warminster Town Council.
4. Co-opted members appointed to a Committee of the Council will have the authority of the organisation they are representing and this should be advised in writing to the Clerk of the Council if requested.
5. Co-opted members will be known as Advisers to the Committee.
6. Advisers can be appointed by a Committee in the event that additional expertise is required to make decisions or add knowledge that would be of benefit to the committee concerned.
7. Advisers will have no voting rights. There are exceptions to this rule, and non members would have a vote in four cases. These four are: the management of land owned or occupied by the council; harbour functions if the council is a harbour authority; any function under section 144 of the Local Government Act 1972 relating to the promotion of tourism; any function under section 145 of the Local Government Act 1972 relating to the management of a festival.

‘Management’ does not include the determination of the total amount of money which may be expended in any financial year by the council in respect of the land or festival.

8. All members of a Committee will vote for an individual adviser to be appointed by way of a resolution in a public meeting, with the exception of the HR Committee who will appoint in private.



## LCRS 6. Overall Summary

### Warminster Town Council Assessment for year 2020 To 2021

Area	Duty	No of risks	Number scored	Avg Score	No of uncontrolled Risks (>3)	Your action plan rank
Allotments	Powers to provide allotments Duty to provide allotment gardens if demand unsatisfied	20	20	1.2	0	
Bar Services						
Cemeteries/Churchyards	Power to provide	10	10	1.0	0	
Code of Conduct	Duty to adopt a code of conduct	1	1	1.0	0	
Community Centres	Power to provide and equip buildings for use of clubs having athletic, social or educational objectives	17	9	1.2	0	
Computing	Power to facilitate discharge of any function	3	3	2.0	0	
Council Meetings		7	4	1.0	0	
Council Property and Document	Duty to disclose documents and to adopt publication scheme	4	4	1.0	0	
Crime Prevention - CCTV	Powers to spend money on various crime prevention measures	10	7	1.1	0	
Data Protection	Duty of Notification and Duty to Disclose (subject access)	1	1	4.0	1	
Drainage	Power to deal with ponds and ditches	7	6	1.0	0	
Employment of Staff	Duty to Appoint	8	8	2.0	0	
Financial Management	Duty to ensure responsibility for financial affairs	11	9	1.3	0	
Investments	Power to participate in schemes of collective investment	4	4	1.3	0	
Litter	Power to provide receptacles; Duty to empty & cleanse those provided	6	5	1.0	0	
Local functions	N/a - Local group to cover any risks not listed in other groups	2	2	1.5	0	
Newsletters	Power to provide from 'free resource'	7	6	1.0	0	
Open spaces	Power to acquire land and maintain	11	9	1.0	0	
Play Areas	Power to provide	4	4	1.0	0	
Provision of Office Accommod	Power to provide	6	6	1.3	0	
Provision of Website/Internet A	Power to provide from 'free resource'	2	2	1.0	0	



## LCRS 6. Overall Summary

### Warminster Town Council Assessment for year 2020 To 2021

Area	Duty	No of risks	Number scored	Avg Score	No of uncontrolled Risks (>3)	Your action plan rank
Public Conveniences	Power to provide	12	10	1.1	0	
Shelters & Seats	Power to provide	3	3	1.0	0	
Skatepark	Power to provide	6	5	1.0	0	
Street/Footway Lighting	Power to provide	8	4	1.0	0	
War Memorials	Power to maintain, repair, protect and adapt war memorials	3	1	1.0	0	
Water Supply	Power to utilise well, spring or stream and to provide facilities for obtaining water therefrom	2	2	1.0	0	
Web Sites		19	0		0	
Overall totals/ scores		212	155	1.2	1	

Completed by: T. DOMMETT

Date: 12/3/2021.

Position: ASSISTANT TOWN CLERK

#### How to complete:

1. Review each area and the number of uncontrolled risks.
2. Decide which area is at most risk and should be actioned firstly mark this as number One.
3. Repeat on all areas until all uncontrolled areas are allocated.



## Warminster Town Council Assessment for year 2020 To 2021

### LCRS 7a. Area Action Plan

Action completed

Ref	Risk	Hazard	Control	Likelihood Impact	Score	Action to be taken	Action by person/position	Action by date	Action completed
<b>Data Protection</b>									
37	Administration/ Legal	Breach of Confidentiality	CCTV Supervisor is responsible for processing and security of CCTV data. Registration of CCTV operations under the Data Protection Act has been made. CCTV registered with ICO by the Town Clerk. All personal information on staff kept in locked cabinet. Data Protection Policy in place.	Medium Medium	4	ALL CCTV STAFF AND VOLUNTEERS TO BE REMINDED OF THE IMPORTANCE OF STRICTLY FOLLOWING THE CCTV MANUAL AND PROTOCOLS AT ALL TIMES.	MIKE HERBERT	19/3/2021	<input checked="" type="checkbox"/>

No of issues listed: 1

Assessor:

T. DOMMETT.

Review date:

31/3/2021.

General comments:

How to complete:

1. Action to be taken - brief description of proposed action that will be taken to control this risk, including any Insurance or Health and Safety issues.
2. Action by person - the name or names of the persons taking the relevant actions.
3. Action by date - the proposed date that this action should be completed by.
4. Action completed - that the proposed action has been taken (ticked) (not recorded on LCRS).
5. Assessor - the person reviewing the action plan (not recorded on LCRS).
6. Review date - the date the assessor did the review (not recorded on LCRS).
7. General comments - Assessor general comments, if relevant