FILTON TOWN COUNCIL

ELM PARK | FILTON | SOUTH GLOUCESTERSHIRE | BS34 7PS
Town Clerk: Lesley Reuben
Web: www.filtontowncouncil.gov.uk E-mail:Lesley.reuben@filtontowncouncil.gov.uk
Tel/Fax: 01454 803 918

20th May 2024

Dear Member

You are hereby summoned to the **Annual Meeting of FILTON TOWN COUNCIL** to be held on **TUESDAY 28th May 2023 at 7.00p.m. (*or immediately following the Annual Assembly*) Studio 1, Active Nation (Filton) Elm Park, Filton, South Glos BS34 7PS.**

Yours sincerely

L.A. Reuben
Town Clerk.

AGENDA

1. Election of Chair and Declaration of Acceptance of Office
2. Election of Vice Chair and Declaration of Acceptance of Office
3. Apologies for Absence
4. Evacuation procedure
5. Declarations of interest
6. Submissions from the public max. 15mins) *members of the public are entitled to speak once and only in respect of business itemised on the agenda and shall not speak for more than 5 mins. as per Standing Orders (It is advised that questions are submitted to the Town Clerk 48hrs prior to the meeting)*
7. To approve the minutes of the Council meeting held 30th April 2024 (pages 1-2)
8. Matters of report arising from those minutes
9. To approve and adopt
   i) Standing Orders 2024 (Appendix 1)
   ii) Financial Regulations 2024 (Appendix 2)
10. To confirm eligibility of General Power of Competence
11. Confirmation of Insurance arrangements (pages 3-19)
12. To confirm internal audit arrangements (pages 20-27)
13. To confirm arrangements for services from Accounting Solutions Ltd
14. Review of Complaints procedure (page 28)
15. Debt Recovery Policy (pages 29-32)
16. Submissions from members: - No submissions
17. i)Appointment of Committee members and outside bodies: -
    Full Council now meet twice a month with the one being dedicated to Finance and General Purposes. This meeting can have a separate chair.

ii)Representatives on outside bodies.

16. Any other item the Chair decides is urgent
17. Reports from Committees, Working Groups, and the Town Clerk
    i) Finance Committee Minutes 14th May 2024 (pages 33-34)
    ii) Risk Assessments 2024 – circulated to members
    iii) a) Planning Schedule 21st May 2024 (pages 35-36)
        b) Planning Application PT23/01258/O Filton Central Garage update.
    iv) Annual Report 2024 – to be circulated prior to the meeting
18. Reports from other Organisations
19. Other Reports/Consultations
    i) Consultation Spreadsheet- No current consultations
    ii) Neighbourhood Plan
    iii) Local Nature Action Plan
    vi) Beat Team Report (page 37-39)

Minutes of the Full Council of **FILTON TOWN COUNCIL** held at 7:00p.m on **30th April 2024, Studio 1, Active Nation Filton, Elm Park, BS34 7PS**

PRESENT: Cllrs: T Mewies (Chair), B Mead (Vice Chair), E Adjevivi, A Bird, A Doyle, D Harris, A Kenyon, J Molloy,
ALSO, PRESENT: L Reuben (Town Clerk & RFO), C Westcott (TCSO)
APOLOGIES: Cllrs:, , A Monk, D.Baverstock, J Baverstock, Dan Boardman
NON-ATTENDANCE: N/A

0477. APOLOGIES FOR ABSENCE: Apologies noted.

0478. DECLARATIONS OF INTEREST: None

0479. EVACUATION PROCEDURES: Chair of Council gave evacuation procedures.

0480. CASUAL VACANCY: The candidate that had previously shown interest was invited but did not show. It was agreed to readvertise for a further 4 weeks.

0481. SUBMISSIONS FROM PUBLIC No Submissions

0482. MINUTES of the Full Council Meeting held 26th March 2024 with spelling amendment were approved as an accurate correct record.

0483. MATTERS ARISING FROM THE MINUTES:
The planting of trees is Millenium proposal to be added to June agenda.
It has been agreed with Active Nation that FTC have the authority to choose an official opening day. It was proposed and seconded to have during Filton Festival 2024 on June 23rd. Voted FOR NEM-COM

0484. TO CONFIRM THAT THE MINUTES OF THE MEETING HELD 31ST OCTOBER 2023 WERE APPROVED: Approved as accurate.

0485. FILTON BEAT TEAM: PC Gareth Pretlove went through his report that had been circulated. Concerns were raised regarding parking and driving issues at Blenheim Drive. He will arrange the PCSO's to attend and show a presence in the area. FTC invited the Beat Team to the annual Assembly.

0486. SOUTH GLOS REPORTS : Noted

0487. Submissions from Members
i) Notice of Motion: proposed and seconded "FTC to look into further to cover the cost of the reduction of 4 hours a week in library services at a cost of circa £12k per year for a term of at least 5 years". Voted FOR NEM-COM

Action – FTC Office

ii) Notice of Motion: proposed by Cllr. Baverstock "that Filton Town Council begins investigation and consultation into creating a shared harvest growing area at the bottom of Elm Park alongside Shellard Road Garages. DEFFERRED UNTIL NEXT FULL COUNCIL MEETING

iii) Notice of Motion: proposed and seconded "that FTC begin the process of looking at the legality and costs of removing the SORN vehicles parked on the hard standing of Jennings Park.

Currently the land which FTC is responsible for sufferers from Fly tipping and cars being dumped on the hard standing, of the 15 cars only two are taxed, the rest either sorn'd or untaxed, none of the 13 cars have MOTs and it has the appearance of a wrecker's yard. If we are to being the process of making Jennings Garden into a community asset the first step is to remove the waste, and the unsightly vehicles. The first step of which is to request their removal and investigate enforcement of removal. Voted FOR NEM-COM.

Action – FTC Office

iv) Planning Application – erection of metal garage to replace existing concrete kiosk at Elm Park. After a discussion it was decided not to withdraw the application but to allow the process and address it should it be refused.

0488. REPORTS FROM COMMITTEES, WORKING GROUPS, AND THE TOWN CLERK

i) Casual Vacancy for Council (2nd Vacancy) – Discussed in Item 4
ii) Leisure Centre Official Opening – Discussed in item 7
iv) Draft Finance Committee Minutes held 9th March 2024 noted
iii) Local Nature action working group (meeting to be held prior to this one) Participation and commitment needed as currently having zero attendance.
iv) Planning Committee held 16th March 2024 – Chair gave an update
v) Skate Park Survey. It was proposed and seconded for FTC to investigate getting the specification for the ideas for the Skate Park before asking for quotations and then have the information available on an open day possibly Filton Festival. VOTED FOR NEM-COM
vi) Filton Festival 2024 Update circulated and FTC to invite apex marquees to report to Council in Finance June 2024
vii) Annual Report 2024 All reports needed by 7th May 2024 to be included in this years report.
Vi) Ongoing Updates – Update was giving in the walk to school motion. LAR is currently in talks with the 3 local schools.
Filton Park Run- It was discussed and decided to advertise the run and gauge interest in the Park Run and volunteering to help facilitate it,

0489. Consultation spreadsheet – noted

There being no further business Chair closed the meeting at 8.46 pm

Mrs Lesley Reuben
Filton Town Council
c/o Filton Sports & Leisure Centre
Elm Park
Filton
Bristol
Avon
BS34 7PS

Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-2720434453
Insured	Filton Town Council
Business	Parish / Town Council
Period of Insurance	
From	01st May 2024
To	30th April 2025

and any other period for which cover has been agreed.

Renewal Premium	£ 10,506.13

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	128563075
Long term agreement active until	01st May 2027
Preparation Date	30th April 2024
Prepared by	Mr Jonathan Meiseles
Policy Form Reference	MLAACG08

Policy Cover Declaration:
You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

Statement of Fact

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect:

- Your organisation has not had any third-party inspections with a grading of Inadequate, Requires Urgent Improvement, Weak or Unsatisfactory
- You have in place a written safeguarding policy and accompanying procedures that clearly set out the actions to take in response to child and vulnerable adult abuse
- You carry out safer recruitment and selection processes that include the seeking of appropriate criminal records checks, alongside a renewal and update process
- All employees and volunteers engaged in regulated activity and/or activity that brings them into contact with children or vulnerable adults receive safeguarding awareness training including refresher training
- You have one or more designated practitioners for safeguarding to support other practitioners in the organisation to recognise and respond to concerns about Abuse
- You retain employment records, safeguarding checks, safeguarding policies and procedures and safeguarding records for at least the prevailing regulatory best practice period.

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect, and you become non-compliant with any of the above statements, you must tell us, as it may affect your ability to claim under this policy.

Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

ZURICH Municipal

Lines of Cover applying

Part A – Material Damage

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Sums Insured

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Filton Leisure Centre Complex,Offices, Garage & Store, Address, Elm Park, Filton, Bristol, BS34 7PS	£8,598,191.15	N/A	£0.00	£16,120.92	£15,120.00	£18,900.00	£0.00	£0.00	£0.00

For Premises: 1
Insured Perils applicable to Material Damage : 1-13, 15 & 16

Excesses Applicable to Premises 1
The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£250
Theft	£250
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250

Variable contents excess active:

Premises	Contents	Excess
Premises 1: Elm Park, Filton, Bristol, BS34 7PS	Stock & Other Unspecified Contents	£250
Premises 1: Elm Park, Filton,	Office, Computer and Sports Equipment	£250

Bristol, BS34 7PS		

Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

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Part B – Business Interruption

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	£30,000	24	N/A		£1,200,000	24

For Premises: 1
Insured Perils applicable to Business Interruption : 1-13, 15 & 16

Operative Endorsements:

None

Part C – All Risks

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Laptop	£1,370.27	£100
8 x Outdoor Gym Equipment	£31,302.76	£100
Plant & Machinery	£262,288.91	£100
Computer Media	£16,120.92	£100
Civic Regalia	£630.00	£100
13 x Tablets	£3,250.00	£100
3 x Laptops	£1,500.00	£100

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)

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Part D – Money

	Limit any one loss
1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other Money:	
(a) in transit in the custody of any **Member** or **Employee** or in transit by registered post (limit £250), or in a Bank Night Safe	£10,000
(b) in the private residence of any **Member** or **Employee**	£500
(c) in the **premises**	
(i) in the custody of or under the actual supervision of any **Member** or **Employee**	£10,000
(ii) in locked safes or strongrooms	£10,000
(iii) in locked receptacles other than safes or strongrooms	£500

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) of the policy wording

Operative Endorsements:

1.In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.

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Part E – Public Liability

Limit of Indemnity: £15,000,000

Excess: £100 each and every claim in respect of Section 2(d)(ii)

Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

Clean Up Costs

a) Testing for or monitoring of Pollution or Contamination

b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place

b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule

c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control

2. for **damage** connected with pre-existing contaminated property

3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action

4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control

5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident

7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns

8. in respect of costs for the reinstatement or reintroduction of flora or fauna

9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible

10. in respect of fines or penalties of any kind

11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

12. for **damage** which is covered by a more specific insurance policy

13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured.**

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Part G – Employers Liability

Limit of Indemnity: £10,000,000

Operative Endorsements:

None

Part H – Libel and Slander

Sum Insured	£250,000

Excess: 10% each and every claim or £1,000 whichever is the lower

Operative Endorsements

None

Part N – Fidelity Guarantee

Persons Guaranteed:	**Sum Guaranteed**
All **members** and **employees**	£1,000,000

Excess: £100 each and every loss

Operative Endorsements:

None

Part O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

Persons Insured:

Employees		
Capital Sum		£50,000.00
Weekly Sum		£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover	
Capital		1.00 times annual earnings
Weekly		1.00 times weekly earnings
Cover	Sections 2 and 3 - Accident and Assault Cover	
Volunteers		
Capital Sum		£50,000.00
Weekly Sum		£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover	
Directors/Councillors		
Capital Sum		£50,000.00
Weekly Sum		£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover	
Key Personnel		
Key Personnel	Lesley Reuben	
Capital Sum		£100,000.00
Weekly Sum		£500 for up to 10 weeks and £100 per week thereafter
Cover	Sections 2 and 3 - Accident and Assault Cover	

Operative Endorsements:

1) Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any

benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

2) Key Personnel endorsement
It is agreed that Section 2 and Section 3 will be extended to a 24hr basis for Key Personnel.
and
Section 4 - Exclusions is amended to read;
Section 4 - Exclusions
The **insurer** will not be liable to pay compensation in respect of death or disablement or provide indemnity for **damage** caused directly or indirectly by:
a) intoxication of, or the illegal use of drugs by any Person Insured, or through sexually transmitted disease
b) deliberate exposure to unnecessary danger (except in an attempt to save human life)
c) racing of any kind other than on foot
d) air travel other than as a passenger in a licensed passenger carrying aircraft
e) with effect from the 2004 renewal date the **insurer** will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.
f) motor cycling, winter sports other than skiing or snowboarding in the United Kingdom or on a dry ski slope or within a snow dome, skating or curling, aerial pursuits including but not limited to ballooning, bungee jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending, jet skiing or white water rafting, mountaineering or rock climbing using guides or ropes, hiking, trekking or mountaineering above 3,000 metres, caving, and diving using external breathing apparatus

Part P – Legal Expenses

Section:

3. Employment Disputes and Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	Operative
8. Statutory Licence Protection	Operative
Limit of Indemnity:	£200,000

Operative Endorsements

The following is also operative: Debt Recovery
Insured Incident
The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

a) the amount of the debt exceeds £250 (incl VAT)
b) the claim under this Part is made within 90 days of the money becoming due and payable
c) the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Exceptions
We will not provide indemnity in respect of or arising from or relating to:
a) any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
b) the recovery of money and interest due from another party where the other party intimates that a defence exists
c) any claim relating to:
i) any settlement payable under an insurance policy
ii) any lease, licence or tenancy of land or buildings
iii) any motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
d) any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.

ZURICH Municipal

General Notes

1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing Customers.team@uk.zurich.com. Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

3. Bonus and fee structure

Employees and businesses who carry out work for ZIC UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

Claims contact information

Although we'd all like to control the future, sometimes accidents are unavoidable. That's why we've made it as easy as possible to make a claim. More information can be found here. Ready to make a claim? Please use the contact details below to ensure you're connected to the right team:

Type of Claim	Claims team	Claims contact details
Buildings, contents including 'All Risks' items Business interruption Money Works in progress	Property Claims	**Online:** https://propertyclaims.zurich.co.uk/index.html **Tel:** 0800 028 0336 **Email:** farnboroughpropertyclaims@uk.zurich.com **Address:** Zurich Municipal Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Public liability Employers liability Personal assault under Money Personal accident Financial and administrative liability	Liability Claims	**Online:** https://liabilityclaims.zurich.co.uk/index.html **Tel:** 0800 783 0692 **Email:** fnlc@uk.zurich.com **Address:** Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB
Motor Claims	Motor Claims	**Online:** https://motorclaims.zurich.co.uk/index.html **Tel:** 0800 916 8872 **Email:** zmnewmotorclaims@uk.zurich.com **Address:** Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	**Tel:** 0117 934 2116

How to make a claim:

1. You can make a claim using the online portal, by email or phone using the contact details above.
2. A claim form may be sent for you to complete, or you may be asked to send details in writing.
3. If you have any questions, please call the relevant office for guidance.
4. For out of hours help/emergency property losses - please contact 0800 028 0336

DAS Head and Registered Office:
DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
Registered in England and Wales | Company Number 103274 Website: www.das.co.uk
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:
DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL
Registered in England and Wales | Company Number 5417859 Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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

Filton Town Council

Brief for the Provision of Internal Audit Services by South Gloucestershire Council Internal Audit Service

Introduction

Like all organisations providing services to the public, Filton Town Council is committed to maintaining high standards of stewardship of public funds. South Gloucestershire Council Internal Audit Services will work in partnership with the Town Council to provide independent assurance that arrangements are in place to ensure the Council's resources are being properly used to meet agreed objectives.

The South Gloucestershire Team – Our Commitment to You

Our commitment to you is to provide suitably qualified and experienced staff to undertake high quality audits, based on the Internal Audit Control Objectives as laid out in the Annual Governance and Accountability Return, and subject to our own internal quality assurance processes.

1. Appointment

1.1 The Town Council has appointed South Gloucestershire Internal Audit Services to provide its internal audit services. The current engagement commences on the 1st April 2022. The appointment will be reviewed annually but it is the Council's intention, subject to satisfactory performance, to run the contract for a period of **three years**. Three months' notice will be required from either party if it is not intended to continue with the agreement.

2. Scope

2.1 The internal audit service will consider the adequacy of systems and controls necessary to secure propriety, economy, efficiency and effectiveness in all areas. It will seek to confirm that the Town Council has taken the necessary steps to achieve these objectives.

3. **Standards and Approach**

3.1 The internal audit service's work shall be performed in accordance with the requirements of any external audit requirements and will comply with the standards set out in the Public Sector Internal Audit Standards (PSIAS).

3.2 The audit approach concentrates on ascertaining, documenting and evaluating internal control procedures and reporting on their adequacy. To achieve this, it is normal practice to discuss procedures with the appropriate staff, record details of the system, and carry out a range of tests in order to confirm that controls are operating in practice.

3.3 The Town Council's external auditors may seek to place reliance upon the work of the internal audit service. Liaison may be necessary for the external auditors to form this opinion and should not normally give rise to additional fees.

4. **Access**

4.1 The internal audit service will require access to:
the Chair of the Council;
the Clerk / Responsible Finance Officer (both if two separated roles);
the Council's premises, documents, records, information and assets;
its collaborative partners, specifically any organisations where the Council is a sole Trustee.

4.2 The internal audit service is authorised to obtain such information and explanations which the internal audit service considers necessary to fulfil its responsibilities.

5. **Reporting**

5.1 In order to fulfil its responsibilities to the Town Council, the internal audit service will carry out an annual visit during the year to review the areas as outlined in Appendix 1 and a brief visit at year end to confirm the final accounts.

5.2 At the conclusion of the annual visit, the findings and recommendations will be fully discussed with the Clerk / RFO. An audit report will be issued to the Council, within a month of the audit visit, incorporating all the matters arising and including an action plan for any recommendations.

5.3 The internal audit service will provide an annual assurance statement to the Town Council on the adequacy and effectiveness of the Council's system of internal control, and the extent to which the Council can rely on it. The wording of this statement will be in accordance with the model assurance statement provided by the external auditor (as detailed on the Annual Return).

6. Responsibilities

6.1 It is the responsibility of the Town Council to put in place proper arrangements to ensure the proper conduct of their financial affairs and to monitor the adequacy and effectiveness of those arrangements in practice. This includes the responsibility to implement internal audit recommendations.

6.2 The internal audit service contributes to internal control by examining, evaluating and reporting to the Council on its adequacy and effectiveness.

7. Irregularities, Including Fraud and Corruption

7.1 The Town Council has a responsibility to inform the internal audit service of any suspicions of financial irregularities.

8. Data Protection – including Data Sharing & Storage

8.1 See Contract Conditions Section 8 below.

9. Charging Arrangements

9.1 **The number of days for the audit will not usually exceed the equivalent of 3 or 4 days' work per year. If further work is required we would confirm additional charges with you prior to proceeding.**

9.2 **The daily rate charged will be reviewed annually and usually uplifted in line with APT&C pay awards. This includes all the services mentioned in the planning documentation. The rate is inclusive of expenses.**

9.3 Invoices will be rendered, as appropriate, at the end of each audit visit and settlement is expected within twenty-eight working days.

9.4 Any special unforeseen work over and above the approved audit plan, including investigation of irregularities and / or complaints which the internal audit service is asked to carry out, will be charged at the normal daily rate unless the work requires significant involvement of senior staff. In this case the rate will be agreed with the Town Council prior to the work being undertaken.

Filton Town Council

Contract Conditions for the Provision of Internal Audit Services by South Gloucestershire Council Internal Audit Service

1. **Definitions**

1.1 In these conditions:

- 'Auditor' means South Gloucestershire Internal Audit Services;
- 'Contract' means the contract between the Town Council and the auditor consisting of the terms of engagement, these conditions and any other documents specified in the terms of engagement;
- 'Services' shall mean the services set out in the attached Brief.

2. **The Internal Audit Service**

2.1 The auditor shall undertake the Services in a professional and businesslike manner and with reasonable skill, care and diligence and in accordance with the contract.

2.2 The auditor shall provide the Town Council with reports of his work at such intervals and in such form as detailed in the Brief or otherwise as the Town Council may from time to time reasonably require.

2.3 The Town Council reserves the right by notice to the auditor to modify its requirements in relation to the agreement, and any alteration to the contract fee or the completion date, arising by reason of such modification. This shall be agreed between the parties.

3. **Auditor's personnel**

3.1 The auditor shall make available for the purposes of the contract any individuals named in the Brief as key personnel.

4. **Fees and expenses**

4.1 The Town Council shall pay the auditor annual fees as specified.

4.2 Unless otherwise stated in the contract, payment will be made within 28 days of receipt and agreement of invoices. These are produced by South Gloucestershire Council in arrears, for work completed to the satisfaction of the Town Council.

5. **Audit**

5.1 The auditor shall keep and maintain, **at least for two years** after the contract has been completed, records to the satisfaction of the Town Council of the hours worked and costs incurred by the auditor or in connection with any employees of the auditor paid for by the Town Council on a time charge basis. The auditor shall on request afford the Town Council such access to those records as may be required by the Town Council in connection with the contract.

6. Copyright

6.1 All reports and other documents and materials and the copyright or similar protection therein arising out of the performance by the auditor of his duties hereunder are hereby assigned to and shall vest in the Town Council absolutely.

6.2 The provisions of this condition 6 shall apply during the continuance of this contract and after its termination howsoever arising.

7. Indemnities and insurance

7.1 The auditor shall indemnify and keep indemnified the Town Council, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against the Town Council which arises from any advice given or anything done or omitted to be done under this contract to the extent that such loss, damage or injury is caused by the negligence or other wrongful act of the auditor, his servants or agents.

7.2 The auditor shall effect, with an insurance company or companies acceptable to the Town Council, a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the auditor contained in this contract in the sum of £100,000, unless otherwise agreed by the Town Council in writing.

7.3 If requested a certificate evidencing the existence of such policies shall be provided by the auditor to the Town Council.

8. Confidentiality and Data Protection

8.1 The auditor shall treat this contract as private and confidential.

8.2 The auditor shall keep secret and not disclose and shall procure that his employees keep secret and do not disclose any information of a confidential nature obtained by him by reason of this contract except information which is in the public domain otherwise than by reason of a breach of this provision.

8.3 The auditor will comply with all applicable requirements of the General Data Protection Regulation (EU 2016/679) and the Data Protection Act 2018. The Town Council acknowledges and agrees that it does not intend to transfer any personal data to the auditor.

8.4 If, at any time, either party believes that it is necessary to transfer any personal data to the other party, both parties agree that prior to any such transfer they shall enter into a data sharing agreement to set out the parties' obligations in relation to any personal data which may be transferred between the parties.

8.5 The provisions of this condition 8 shall apply during the continuance of this contract and after its termination howsoever arising.

9. Assignment and subcontracting

9.1 The auditor shall not assign or sub-contract any portion of the contract without the prior written consent of the Town Council. Sub-contracting any part of the contract shall not relieve the auditor of any obligation or duty attributable to him under the contract or these conditions.

10. Notice

10.1 Any notice, given under or pursuant to the contract may be sent by hand or by post or by registered post or by the recorded delivery service, email, facsimile transmission or other means of telecommunication resulting in the receipt of a **written communication in a permanent form** and if so sent or transmitted to the address of the party shown on the purchase order, or to such other address as the party may by notice to the other have substituted therefore, shall be deemed effectively given on the day when in the ordinary course of the means of normal business hours.

11. Status of contract

11.1 Nothing in the contract shall have the effect of making the auditor an agent for the Town Council or impact on IR35 regulations.

12. Headings

12.1 The headings to conditions shall not affect their interpretation.

13. Governing law

13.1 These conditions shall be governed by and construed in accordance with English law and the auditor hereby irrevocably submits to the jurisdiction of the English courts.

Signed: Date:	South Gloucestershire Internal Audit Services
Signed: Date:	For and on behalf of Filton Town Council

APPENDIX 1

South Gloucestershire Internal Audit Services

Checklist of financial arrangements to be examined during the Internal Audit visit, together with details of documents that may be inspected

(Unless stated otherwise, attention will be focussed on the records for the last twelve months)

1 Accounting Records

1.1 A copy of accounts – Electronic
1.2 Bank statements – Electronic
1.3 Manual cash books – Where appropriate
1.4 Last 3 bank reconciliations
1.5 Investment Strategy – Where appropriate
1.6 Last 3 full Council minutes – Where not available online

2 Financial Regulations

2.1 Latest Standing Orders
2.2 Latest Financial Regulations
2.3 Details of any high value purchases
2.4 Cheque book declaration – Provided by Internal Audit for completion
2.5 Debit/Credit Card monthly and individual transaction limits

3 Council Assessed Risks

3.1 Details of current insurance provider and renewal date
3.2 Risk register
3.3 Risk assessments
3.4 Covid-19 risk assessments – Where appropriate
3.5 Risk assessments – Play areas, open spaces and sports pitches
3.6 Grants of loans

4 Budget Monitoring

4.1 Approved Budget
4.2 Precept submission form
4.3 Grant funding documentation – Where appropriate
4.4 Latest budget report
4.5 Reserves – Current value and earmarked reserves

5 Income

5.1 Income sources
5.2 Lettings income from previous 12 months – Hall hire / Lettings / Lease / Allotments / Cemetery
5.3 Current fee scale for lettings
5.4 Debt recovery – Policy, aged debtors report and write-offs
5.5 Income received on the same date each year

6 Petty Cash

6.1 Last 3 petty cash claims – Details of each transaction

7 Payroll

7.1 List of all Council employees and job title
7.2 Contract and letters for change in contract for all Council employees

8 Assets and Investments

8.1 A copy of the asset register

9 Exercise of Public Rights

9.1 A copy of the Notice of Public Rights and Publication form
9.2 Website screenshots at start and end of notice period or link to webpage history URL
9.3 Meeting minutes referencing dates and location of display

10 AGAR

10.1 Website screenshots at start and end of notice period or link to webpage history URL
10.2 Meeting minutes referencing dates and location of display

11 Trust Funds

11.1 Trust Deed – Where appropriate
11.2 Charities registration number – Where appropriate
11.3 Meeting minutes and accounts

FILTON TOWN COUNCIL
COMPLAINTS POLICY
(For adoption by full Council on 28th May 2024)

1. This Policy sets out procedures for dealing with any complaints that anyone may have about the Town Council's **administration and procedures**.
Councillors are covered by Code of Conduct adopted by the Council. Complaints against **policy decisions** made by the Council shall be referred back to Council [but note Council's Standing Orders which says that issues shall not be re-opened for six months].

2. If the complainant prefers not to put the complaint to the Town Clerk he or she should be advised to put it to the Chair of Council.

3. (a) On receipt of a written complaint the Chair/ or the Town Clerk(*except where the complainant is about his or her own actions),* shall try to settle the complaint directly with the complainant. This shall not be done without first notifying the person complained against and giving him or her an opportunity to comment. Efforts should be made to attempt to settle the complaint at this stage.. ***Within 5 working days; Acknowledge and inform course of action and provide an timescale for further action***

(b) Where the Town Clerk or the Chair receives a written complaint about the Town Clerks own actions, he or she shall refer the complaint to the Chair. The Town Clerk shall be notified and given an opportunity to comment. ***Within 5 working days; Acknowledge and inform course of action and provide an timescale for further action***

4. The Town Clerk or Chair shall report to the next meeting of the Council or by the Committee established for the purpose of hearing complaints, any written complaint disposed of by direct action with the complainant. ***Within 7 working days of consideration and decision by Clerk/Council; Provide update, decision and further action if required.***

5. The Town Clerk or Chair shall bring any written complaint that has not been settled to the next meeting of the Council. The Town Clerk shall notify the complainant of the date on which the complaint will be considered and the complainant shall be offered an opportunity to explain the complaint orally. (Unless such a matter may be related to Grievance, Disciplinary or Standard Board proceedings that are taking, or likely to take place when such a hearing may prejudice those hearings when the complaint will have to be heard under Exempt Business to exclude any member of the public or the press, or deferred on appropriate advice received). ***Within 7 working days of consideration and decision by Clerk/Council; Provide update, decision and further action if required.***

6. The Council shall consider whether the circumstances attending any complaint warrant the matter being discussed in the absence of the press and public but any decision on a complaint shall be announced at the Council meeting in public.

7. As soon as may be after the decision has been made it and the nature of any action to be taken shall be communicated in writing to the complainant.

8. A Council shall defer dealing with any written complaint only if it is of the opinion that issues of law or practice arise on which advice is necessary. The complaint shall be dealt with at the next meeting after the advice has been received.

9. Final Resolve / Conclusion; Inform when the matter is finally concluded and archived from our current records.

Date reviewed and adopted…………………………………..

FILTON TOWN COUNCIL

Debt Recovery Policy reviewed for approval at the Annual Meeting May 2024

OBJECTIVE:

1.1 The objective of the debt recovery policy is:

To ensure that money owed to the Council is collected as soon as possible using efficient, effective and fair debt recovery procedures.

1.2 The aims of the policy are to:

- take positive action to prevent arrears occurring, for example by maximising income and providing a range of payment methods;
- Take enforcement action against deliberate non-payers or those who delay payment.
- Ensure prompt billing and to remind people quickly if they do not pay; and
- Encourage early contact to avoid the build-up of debt.

SCOPE:

2.1 This policy covers the recovery of all money owed to the Council namely:

- Overpayment of employees
- Sundry Debts
- Allotment Rent
- Rental Income
- Service Debt

CONTEXT:

3.1 The Council has a duty to recover all sums due efficiently and effectively. This policy ensures that collection methods are fair to all debtors, especially those on low incomes.

3.2 The Council recognises that people and organisations do not pay their debts for a variety of reasons.

3.3 Some people, because of living in or on the margin of poverty, will have difficulty in paying. Some organisations may experience temporary hardship due to the local or national economic climate or cash flow problems. The Council will endeavour to help by providing choices for repayment and support on onward referral where appropriate.

3.4. Some people or organisations may deliberately set out to delay or not make payments and all methods of enforcement will be used to secure payment in these cases.

3.5 Some people or organisations may be able to pay but do not pay because of an oversight or personal difficulties which is not a deliberate decision to avoid or delay payment. The Council will seek to help such people develop a culture of payment by providing a number of ways in which payment can be made including, card payments over the telephone, and the establishment of direct debit or standing order payments.

3.6 Where payment difficulties arise, the need for debtors to get in touch is central to the Policy. Where a person or organisation makes contact their circumstances will be considered with a view to agreeing a reasonable payment arrangement, minimising recovery action and helping to alleviate hardship. Where contact is not made or repayment arrangements not followed, recovery action will continue.

DETERMINING LIABILITY:

4.1 The Council will provide clear and prompt information about bills and liabilities. The information provided will show:

- What the Invoice is for
- The amount due
- Who is liable for the payment
- How to make a payment
- A contact point for all enquiries.

4.2 Where appropriate a summary of outstanding liability will be provided for debts covering multiple years or invoices.

4.3 Management will ensure that, wherever possible, liability is confirmed through a contract, a signature or other evidence confirming the request for provision of a service and a contact name where it is an organisation that will be charged.

MAKING PAYMENTS:

5.1 The Council will provide a number of methods of payment, including methods that do not disadvantage debtors who do not have access to bank accounts.

5.2 Whatever payment method is used, the funds must reach the Council by the due date to ensure recovery action is not triggered.

5.3 Instalments or repayment arrangements must be adhered to unless prior consent is given for a variation.

5.4 Where possible, payment in advance of a service should be in place. This particularly applies where the sums involved are small and therefore uneconomical to collect.

DEBT COLLECTION:

6.1 Details of all reminders, whether verbal or in writing, should be maintained. Where a letter is issued, a copy must be retained on file.

6.2 Should a debt need to be taken beyond two reminder letters, formal written evidence may have to be produced.

6.3 It is therefore important that at least one, but preferably two, written reminders are sent.

Initial 'overdue payment' reminder

6.4 An initial reminder may be informal and can be made either in person, or by telephone.

6.5 In general, the Town Council Office or Leisure Centre Manager will notify the person/organisation.

6.6 The date of the initial reminder should be recorded.

First 'overdue payment' letter

6.7 A formal reminder letter should be issued 2 weeks after the informal reminder / the date of supply.

If action is to proceed further, it is necessary to prove that all reasonable attempts have been made to recover the debt, and that these attempts have been made in a timely manner, i.e. at the time that the debt first became overdue.

6.8 The date of the initial reminder should be recorded.

Second 'overdue payment' letter

6.9 A second reminder letter will be issued 2 weeks after the First Reminder Letter.

7.0 The date of the initial reminder should be recorded.

Failure to respond to reminders / settle a debt

7.1 If after 2 reminders, a response or payment is not received, a letter will be sent to the debtor advising them that the matter will be taken further to the small claims court. At the discretion of the Council the debtor may be advised that they will be required to pay in advance for all future supplies or the supply will no longer be available to them.

7.2 This decision and its basis will be recorded and reported to the Management Committee held once a week.

Negotiation of repayment terms

7.3 Debtors are expected to settle the amount owed by a single payment as soon as possible after receiving the first 'overdue payment' reminder.

However, if people are unable to pay;

The Council may reduce or cancel a debt in certain circumstances. A sensitive approach to debt recovery will be carried out, taking the following factors into account.

- **Hardship**: Where paying the debt would cause financial hardship.
- **Ill Health**: Where our recovery action might cause further ill health.
- **Time**: Where the debt is so large compared to the person's income that it would take an unreasonable length of time to pay it all off.
- **Cost:** Where the value of the debt is less than the cost of recovering it.
- **Multiple Debt** – Where someone owes more than one debt to the School. In this situation an attempt to agree one repayment plan to include all debts will be established.

7.4 If a debtor requests 'repayment terms' these may be negotiated at the discretion of the Council.

7.5 A record of all such agreements entered into will be retained.

7.6 In all cases, a letter will be issued to the debtor confirming the agreed terms for repayment.

7.7 The settlement period should be the shortest that is judged reasonable.

7.8 The Council will decide whether any debtor who has been granted extended settlement terms will not be offered any further use of the facilities and will, in future, be required to pay in advance.

7.9 This decision and its basis will be recorded and reported to the Finance Committee.

POLICY REVIEW:

8.1 This policy will be reviewed and approved annually.

Minutes of the Meeting of **FILTON TOWN COUNCIL FINANCE & GENERAL PURPOSES** held at 7:00p.m on **Tuesday 14th May 2024,** Studio 1, Active Nation, Filton, Elm Park, Bristol, BS34 7PS

PRESENT: Cllrs: B Mead (Chair), T Mewies (Vice Chair), A Bird, D Boardman, A Doyle, D Harris, A Kenyon, J Molloy
ALSO, PRESENT: Lesley Reuben (Town Clerk) Carla Westcott (TCSO)
APOLOGIES: Cllrs:-, A Monk, D Baverstock, J Baverstock
NON-ATTENDANCE: E Adejevi

0599. APOLOGIES FOR ABSENCE: Apologies noted.

0600. DECLARATIONS OF INTEREST: None

0601. EVACUATION PROCEDURE: Chair of Council gave evacuation procedures.

0602. MINUTES OF FULL COUNCIL (FINANCE AND GENERAL) MEETING HELD TUESDAY 9th April 2024. Approved as an accurate record.

0603. MATTERS ARISING FROM THE MINUTES- None.

0604. GRANT APPLICATIONS

i) Four Towns Transport: Proposed, seconded to award £5000
ii) Citizens Advice Bureau: Proposed, seconded to award £1890
iii) Brightwell: Proposed, seconded to award £500
iv) North Bristol Colour Guard: Proposed, seconded to award £520
v) St Peters Hospice: Proposed, seconded to award £1000
vi) Twinning's Association: Proposed, seconded to award £4000. It was proposed and seconded for The Twinning's Association to get back to Council with details of how many Filton residents are in the association and a break down of the amount requested. To then look at having its own budget line and yearly awarded amount. Voted 5 FOR 2 ABSTAIN. Motion carried.

0605. PUBLIC PARTICIPATION – Rectory Lane Group. M Greaves approached Council for assistance in the concerns for the Filton Central Garage planning application.
The following support was requested:

i) FTC to assist is funding legal advice surrounding implementing the convenant on the land of the development.
ii) FTC to contact UWE and ask that they submit their own objections.
iii) FTC to liaise with the developer to arrange for them to engage with residents regarding to redesign certain aspects of the development.

It was proposed and seconded to contact UWE and request that they submit their views before 6th June 2024 VOTED 7 FOR 1 ABSTAIN carried

It was proposed and seconded for FTC to contact the developer and arrange engagement with the concerned residents.7 FOR 1 ABSTAIN carried.

It was proposed and seconded to support the cost of the legal advice to a maximum of £1500 dependent on the legal advice the Town Clerk is to obtain. Voted FOR 3 AGAINST 2 ABSTAIN 3. carried

0606. INCOME & EXPENDITURE REPORTS MONTH 1 – Noted

0607. BALANCE SHEET MONTH 1 - Noted

0608. BANK RECONCILIATIONS BANK MONTH 1 – Noted

0609. REPORTS FROM COMMITTEES, WORKING GROUPS, AND THE TOWN CLERK:

i) Budget Sub Committee update – Meeting was not quorate. FTC office to circulate the dates all the working groups.

ii) Staffing Committee minutes – Recommendations accepted

iii) Official Leisure Centre Opening – The Clerk confirmed that Active Nation Filton will organise official opening 23rd June 2024 to co-inside with Filton Festival.

0610. PAYMENTS FOR INFORMATION – Noted

Chair closed the meeting at 21.03

SCHEDULE OF PLANNING APPLICATIONS 21.5.2024

FILTON REF	SOUTH GLOS. REF	APPLICATION	EXPIRY DATE	COMMENTS
F.5007	P24/01064/HH	682 Filton Avenue Filton South Gloucestershire BS34 7JY Erection of a single storey side extension to form additional living accommodation.	Fri 31 May 2024	**FTC Note this application but would like to advice that a pitched roof is more suitable and inn keeping with neighbouring properties.**
F.5008	P24/01142/CLE	106 Mackie Road Filton South Gloucestershire BS34 7NB Continued use as House in Multiple Occupation (HMO) (Use Class C4) for 6no. people.	Sat 01 Jun 2024	**FTC OBJECTION** **No proof of previous tenancies supplied**
F.5009	P24/01123/CLP	97 Northville Road Filton South Gloucestershire BS7 0RJ Garage Conversion	Sat 01 Jun 2024	**FTC OBJECTION** **Insufficient parking demonstrated.** **This application is very conflicting with the licencing laws of neighbouring properties 99 Northville Road and 2 Third Avenue. All of which are HMO developments**
F5010	P24/01139/CLP	22 Stanley Avenue Filton South Gloucestershire BS34 7NQ Erection of hip to gable extension to facilitate loft conversion.	Sat 01 Jun 2024	**FTC Note this application**
F.5011	P24/01172/CLP	6 Hollyleigh Avenue Filton South Gloucestershire BS34 7QU Installation of hip to gable loft conversion with 1no. rear dormer.	Wed 05 Jun 2024	**FTC Note this application**
F.5012	P24/00685/O	Land To The Rear Of 56 Gloucester Road North Filton South Gloucestershire BS34 7PH Demolition of garage and erection of 4no. flats (Class C3) (Outline) with all matters reserved.	4th June 2024	**FTC OBJECTION** **Not enough information included regarding the build to assess.**
F.5013	P24/00939/F	627 Filton Avenue Filton South Gloucestershire BS34 7LB Erection of a single storey rear extension (retrospective).	Thu 23 May 2024	**FTC Note this application but would like confirmation that the door on bedroom 2 is a fire door and the window is also able to open wide enough for an escape route.**
F.5014	P24/01217/CLP	47 Mackie Road Filton South Gloucestershire BS34 7LZ Installation of 1no. rear dormer, 3no. rooflights, and the use as dwellinghouse under Class C3b/C3c.	Sat 08 Jun 2024	**FTC Note this application**

SCHEDULE OF PLANNING APPLICATIONS 21.5.2024

F.5015	P24/00999/F	95 Conygre Road Filton South Gloucestershire BS34 7DG Erection of a front porch, two storey side extension and installation of 1no. rear dormer to facilitate change of use from 5 bedroom small House of Multiple Occupation (HMO) (Class C4) to 8 bedroom large House of Multiple Occupation (HMO) for a maximum of 8no. people (Sui Generis) (Retrospective). Resubmission of P23/03098/F.		**FTC OBJECTION** **The outbuilding in the design were not included in any planning application previously (P22/06020)HH)** **FTC would request that enforcement look in to this outbuilding and when/if it was approved?**

Avon and Somerset Police
NEIGHBOURHOOD POLICING

Insert Beat area Filton

COMMUNITY ENGAGEMENT FORUM REPORT Date

Anti-social behaviour –
The area that has seen the highest number of calls has been around Church view and Cotswold view flats. This has been linked to an ongoing neighbour dispute which the police and housing association are working on.
Reports over the month have been 1-2 calls to a variety location, but nothing linked to ongoing issues. Abbeywood which has been the previous area of focus has seen a reduction in calls. This will still be monitored to make sure there is no escalation in problems.
We have not had many issues reported in Elm Park and Millenium Green. The area is being monitored and patrolled to make sure we can respond to any increase in problems.
We have started to see reports regarding use of E Bikes around Filton Avenue and Gloucester Road. We would encourage the public to report incidents when the Bikes are being ridden in a reckless manner. This will provide us the best opportunity to identify the riders. The bikes normally have no index plate and riders have faces obscured, so it is very difficult to identify riders after the incident.

Community Engagement- PCSO'S are continuing patrols in and around the three primary schools. There is a plan to monitor the parking issues as well as speed concerns.
We have been working with local housing providers to conduct vulnerable person visits in the area.
The team have been involved in test purchase operation involving purchase of knives from local stores. This was a force wide operation, there will be a follow up conducted in relation to stores that failed to challenge the purchase.
A talk to us event was held on Friday 17th May at Filton leisure centre. We are looking to organise a set date for the next six months, so that the public are aware when we will be available.

Crime Statistics For the month of May to date, there has been 65 reported offences in the Filton area.
There have been 8 reported burglaries for the month. This is mixture of commercial and dwelling offences. There is no pattern to the offences.
Vehicle crime offences are at the same level as last month, which in compassion to previous months is slightly lower.
We have started to see a spike in theft of mopeds in the area.
Theft offences have reduced compared to the previous month. Shop theft still remains the bulk of the crime type, Unlike previous months offences have predominantly taken place at Shield retail park rather than Abbeywood retail park. Work is ongoing to identify suspects from CCTV.
The crime statistics are taken direct from our police recording system and are for the Filton area only. Other

Avon and Somerset Police
NEIGHBOURHOOD POLICING

Insert Beat area Filton

COMMUNITY ENGAGEMENT FORUM REPORT

Date

crime statistics websites show figures for the whole of South Gloucestershire area.

Crimes reported in (May 2024) in (CN213).

Arson and Criminal damage	6 Offences
Burglary	8 Offences
Drug Offences	2 Offences
Miscellaneous crimes against society	0 Offences
Possession of Weapons	1 Offence
Public order offences	3 Offences
Robbery	1 Offences
Sexual offences	1 Offences
Theft	14 Offences
Vehicle offences	4 Offences
Violence against the person	25 Offences

MODEL FINANCIAL REGULATIONS FOR LOCAL COUNCILS

This Model Financial Regulations template was produced by the National Association of Local Councils (NALC) in April 2024 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

Notes to assist in the use of this template:

1) This document is a model for councils of all sizes to use to develop their own financial regulations, suitable for the size of the council and the activities it undertakes.
2) Bold text indicates legal requirements, which a council cannot change or suspend.
3) For the rest, each council needs to adapt the model to suit its size and structure. For example, some councils have both a clerk and RFO, possibly with several more staff, while others have a single employee as clerk/RFO. Some councils have committees, some have a high level of delegation and some make all decisions at full council meetings. Many now use online payment methods, but others still rely on cheques.
4) Curly brackets indicate words, sentences or sections that can be removed if not applicable, or amended to fit the council's circumstances. An example of this is the phrase {or duly delegated committee}, which can be deleted if there are no committees.
5) Specific areas that may need adapting:
   a) In 1.5 – is the Clerk the RFO?
   b) In 3.3 and 3.4, the words "Governance and Accountability" do not apply in Wales
   c) In section 4, does the council have committees and how many years are forecast?
   d) In 5.6, does the council issue an open invitation to tender, or invite specific firms?
   e) In 5.9, are online prices acceptable evidence?
   f) In 5.13, 5.15 and 5.17, does the council have committees?
   g) In 5.16, will a councillor ever be instructed to place an order?
   h) In 5.20, is there a minimum level for official orders?
   i) Section 6 includes several alternatives to cover delegation to committees or to officers, approval of invoices individually or in batches, or for approval of regular contractual payments at the beginning of the year.
   j) Sections 7, 8 and 9 also includes several alternatives, including wording for where the clerk is a signatory. These are intended to allow a council's financial regulations to fit what they actually do, not to force any council to change what they do.
   k) Section 10 gives two alternatives, with or without petty cash.
   l) 13.6 has alternatives for VAT-registered and unregistered councils – only use one.
   m) 13.7 and 13.8 are removable if they don't apply to the council.

n) Much of Section 16 can be deleted if not applicable.

o) 17.3, is the Clerk the RFO or will the RFO consult the Clerk?

6) Square brackets indicate where the council needs to specify who, or how much, or what the timescale is. For example [£500] might need to be £100, or [October] might need to be November, or [the council] might need to say the Policy and Resources Committee.

   a) In 4.1 and 4.7, select the wording for England or Wales, based on your location.

   b) In Section 4, the council needs to determine the timescale for its budget setting.

7) It is challenging to try to offer guidance on setting financial limits. A council spending £1,000 a year is unlikely to delegate authority to spend £500 to its proper officer, but one spending £5 million a year might regard £5,000 as a reasonable limit. Each council needs to determine its own limits, that help, rather than hinder, its operations.

8) Key limits to set:

   a) In 5.6, at what limit will the council require a formal tender process to ensure fair competition, rather than just asking for quotes? If this is set too low, it may discourage suppliers. Many small councils might only use formal tenders once every few years.

   b) In 5.8, at what limit will the council require fixed-price quotes rather than estimates?

   c) In 5.9, at what level can smaller purchases be made without competition?

   d) In 5.15, at what level can purchases be made under delegated authority (having complied with the rules about obtaining prices)?

   e) In 5.18, how much can the clerk commit to spending in an emergency?

   f) In 6.9, can payment of invoices (for purchases that have already been authorised) be authorised by an officer under delegated authority as a general principle, or only to avoid problems?

   g) In Section 9, what are the limits for card payments?

   h) In 16.5, what value of assets can be bought or disposed of, without seeking council approval?

9) The contents list is a table that extracts section headings from the document. It can be updated by clicking on the contents list, whereupon a tab saying “update table” appears at the top of the list.

10) Once this model has been tailored to fit the council’s needs, the resulting Financial Regulations (with the insertion of the council’s name at the top) should be adopted at a meeting of the full council. The date of adoption should be inserted below the Contents. Any subsequent proposal for amendment should also be made to the full council.

11) The council should keep abreast of developments in legislation that affect the local council sector and should review and update its Financial Regulations annually.

12) Please ensure that the latest approved version is published on the council’s website.

FILTON TOWN COUNCIL FINANCIAL REGULATIONS

Contents

These Financial Regulations were adopted by the council at its meeting held on [enter date].

1. General

1.1. These Financial Regulations govern the financial management of the council and may only be amended or varied by resolution of the council. They are one of the council's governing documents and shall be observed in conjunction with the council's Standing Orders.

1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of councillor into disrepute.

1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.

1.4. In these Financial Regulations:

- 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
- "Approve" refers to an online action, allowing an electronic transaction to take place.
- "Authorise" refers to a decision by the council, or a committee or an officer, to allow something to happen.
- 'Proper practices' means those set out in *The Practitioners' Guide*
- *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
- 'Must' and **bold text** refer to a statutory obligation the council cannot change.
- 'Shall' refers to a non-statutory instruction by the council to its members and staff.

1.5. The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council. [The Clerk has been appointed as RFO and these regulations apply accordingly.] The RFO;

- acts under the policy direction of the council;
- administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
- determines on behalf of the council its accounting records and control systems;
- ensures the accounting control systems are observed;
- ensures the accounting records are kept up to date;
- seeks economy, efficiency and effectiveness in the use of council resources; and
- produces financial management information as required by the council.

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

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

1.7. In addition, the council shall:

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

2. Risk management and internal control

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

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

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

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

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

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

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

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

3. Accounts and audit

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

3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonably accuracy at any time. In particular, they must contain:**

- **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
- **a record of the assets and liabilities of the council;**

3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual {Governance and Accountability} Return.

3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual {Governance and Accountability} Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.

3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices**.

3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.

3.7. The internal auditor shall be appointed by [the council] and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.

3.8. The council shall ensure that the internal auditor:

- is competent and independent of the financial operations of the council;
- reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
- can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and

- has no involvement in the management or control of the council

3.9. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

3.10. For the avoidance of doubt, in relation to internal audit the terms ‘independent’ and ‘independence’ shall have the same meaning as described in The Practitioners Guide.

3.11. The RFO shall make arrangements for the exercise of electors’ rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

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

4. Budget and precept

4.1. **Before setting a precept, the council must calculate its [council tax (England)/budget (Wales)] requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**

4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by [the council] at least annually in [October] for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the [Chair of the Council or relevant committee]. {The RFO will inform committees of any salary implications before they consider their draft their budgets.}

4.3. No later than [month] each year, the RFO shall prepare a draft budget with detailed estimates of all [receipts and payments/income and expenditure] for the following financial year {along with a forecast for the following [three financial years]}, taking account of the lifespan of assets and cost implications of repair or replacement.

4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. {Unspent funds for partially completed projects may only be carried forward (by placing them in an earmarked reserve) with the formal approval of the full council.}

4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the council {finance committee} not later than the end of [November] each year.

4.6. The draft budget {with any committee proposals and [three-year]} forecast, including any recommendations for the use or accumulation of reserves, shall be considered by the {finance committee and a recommendation made to the} council.

4.7. Having considered the proposed budget and [three-year] forecast, the council shall determine its [council tax (England)/budget (Wales)] requirement by setting a budget. The council shall set a precept for this amount no later than [the end of January] for the ensuing financial year.

4.8. **Any member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must and must disclose at the start of the meeting that Section 106 applies to them.**

4.9. The RFO shall **issue the precept to the billing authority no later than the end of February** and supply each member with a copy of the agreed annual budget.

4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.

4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the council {or relevant committee}.

5. Procurement

5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.

5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.

5.3. Every contract shall comply with these the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.

5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Public Contracts Regulations 2015 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.**

5.5. Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 6.12) obtain prices as follows:

5.6. For contracts estimated to exceed [£60,000] including VAT, the Clerk shall {seek formal tenders from at least [three] suppliers agreed by [the council]} OR {advertise an open invitation for tenders in compliance with any relevant provisions of the Legislation}. Tenders shall be invited in accordance with Appendix 1.

5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation[1] regarding the advertising of contract opportunities and the publication of notices about the award of contracts.**

5.8. For contracts greater than [£3,000] excluding VAT the Clerk [or RFO] shall seek at least [3] fixed-price quotes;

5.9. where the value is between [£500] and [£3,000] excluding VAT, the Clerk [or RFO] shall try to obtain 3 estimates {which might include evidence of online prices, or recent prices from regular suppliers.}

5.10. For smaller purchases, [the clerk] shall seek to achieve value for money.

5.11. **Contracts must not be split into smaller lots to avoid compliance with these rules.**

5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:

i. specialist services, such as legal professionals acting in disputes;

ii. repairs to, or parts for, existing machinery or equipment;

iii. works, goods or services that constitute an extension of an existing contract;

iv. goods or services that are only available from one supplier or are sold at a fixed price.

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

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

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

- [the Clerk], under delegated authority, for any items below [£1000] excluding VAT.
- the Clerk, in consultation with the Chair of the Council {or Chair of the appropriate committee}, for any items below [£5,000] excluding VAT.
- {a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under [£5,000] excluding VAT}
- {in respect of grants, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council.}
- the council for all items over [£5,000];

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

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

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

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

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

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

5.20. An official order or letter shall be issued for all work, goods and services {above [£250] excluding VAT} unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.

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

6. Banking and payments

6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with [name bank]. The arrangements shall be reviewed [annually] for security and efficiency.

6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council’s bank.

6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by [the RFO]. {Where the certification of invoices is done as a batch, this shall include a statement by the RFO that all invoices listed have been ‘examined, verified and certified’ by the RFO}.

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

6.5. All payments shall be made by [online banking/cheque], in accordance with a resolution of the council {or duly delegated committee}{or a delegated decision by an officer}, unless [the council] resolves to use a different payment method.

6.6. {For each financial year [the RFO] may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council {or a duly delegated committee} may authorise in advance for the year}.

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

6.8. {A list of such payments shall be reported to the next appropriate meeting of the council or Finance Committee} for information only.

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

   i. {any payments of up to [£1000] excluding VAT, within an agreed budget}.

   ii. payments of up to [£5,000] excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.

   iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 {or to comply with contractual terms}, where the due date for payment is before the next scheduled meeting of [the council], where the [Clerk and RFO] certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council {or finance committee}.

   iv. Fund transfers within the councils banking arrangements up to the sum of [£100,000], provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee].

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

7. Electronic payments

7.1. Where internet banking arrangements are made with any bank, [the RFO] shall be appointed as the Service Administrator. The bank mandate agreed by the council shall identify [4] councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process. {The Clerk may be an authorised signatory, but no signatory should be involved in approving any payment to themselves.}

7.2. All authorised signatories shall have access to view the council's bank accounts online.

7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.

7.4. The Service Administrator shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices, shall be sent [by email] to [two] authorised signatories.

7.5. In the prolonged absence of the Service Administrator [an authorised signatory] shall set up any payments due before the return of the Service Administrator.

7.6. Two [councillors who are] authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.

7.7. Evidence shall be retained showing which members approved the payment online {and a printout of the transaction confirming that the payment has been made shall be appended to the invoice for audit purposes}.

7.8. A full list of all payments made in a month shall be provided to the next [council] meeting {and appended to the minutes}.

7.9. With the approval of [the council] in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are [signed/approved online] by [two authorised members]. The approval of the use of each variable direct debit shall be reviewed by [the council] at least every two years.

7.10. Payment may be made by BACS or CHAPS by resolution of [the council] provided that each payment is approved online by [two authorised bank signatories], evidence is retained and any payments are reported to [the council] at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.

7.11. If thought appropriate by the council, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed {or approved online} by [two members], evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by [the council] at least every two years.

7.12. Account details for suppliers may only be changed upon written notification by the supplier verified by [two of] the Clerk and [the RFO] [a member]. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every [two years].

7.13. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.

7.14. Remembered password facilities {other than secure password stores requiring separate identity verification} should not be used on any computer used for council banking.

8. Cheque payments

8.1. Cheques or orders for payment in accordance in accordance with a resolution or delegated decision shall be signed by [two members]{and countersigned by the Clerk}.

8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment.

8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.

8.4. {Cheques or orders for payment shall not normally be presented for signature other than at, or immediately before or after a council {or committee} meeting}. Any signatures obtained away from council meetings shall be reported to the council {or Finance Committee} at the next convenient meeting.

9. Payment cards

9.1. Any Debit Card issued for use will be specifically restricted to [the Clerk and the RFO] and will also be restricted to a single transaction maximum value of [£500] unless authorised by council or finance committee in writing before any order is placed.

9.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by [the council]. Transactions and purchases made will be reported to [the council] and authority for topping-up shall be at the discretion of [the council].

9.3. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk {and RFO} {specify other officers} and any balance shall be paid in full each month.

9.4. Personal credit or debit cards of members or staff shall not be used {under any circumstances.} OR {except for expenses of up to [£250] including VAT, incurred in accordance with council policy.}

10. Petty Cash

~~10.1.~~ {The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk [or RFO] (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.} ~~**OR** {The RFO shall maintain a petty cash [float/imprest account] of [£250] and may provide petty cash to officers for the purpose of defraying operational and other expenses.~~

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a) ~~Vouchers for payments made from petty cash shall be kept, along with receipts to substantiate every payment.~~

b) ~~Cash 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 any schedule of payments presented for approval.}~~

11. Payment of salaries and allowances

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

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

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

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

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

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

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

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

12. Loans and investments

12.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.

12.2. Any financial arrangement which does not require formal borrowing approval from the [Secretary of State/Welsh Assembly Government] (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.

12.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must written be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.

12.4. All investment of money under the control of the council shall be in the name of the council.

12.5. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

12.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

13. Income

13.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.

13.2. The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk. [The RFO] shall be responsible for the collection of all amounts due to the council.

13.3. Any sums found to be irrecoverable and any bad debts shall be reported to the council by [the RFO] and shall be written off in the year. The council's approval shall be shown in the accounting records.

13.4. All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.

13.5. Personal cheques shall not be cashed out of money held on behalf of the council.

~~13.6.~~ {The RFO shall ensure that VAT is correctly recorded in the council's accounting software software and that any VAT Return required is submitted form the software by the due date}. OR ~~{Any repayment claim under section 33 of the VAT Act 1994 shall be made {quarterly where the claim exceeds [£100] and} at least annually at the end of the financial year.}~~

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

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

14. Payments under contracts for building or other construction works

14.1. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.

14.2. Any variation of, addition to or omission from a contract must be authorised by [the Clerk] to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

15. Stores and equipment

15.1. {[The officer in charge of each section] shall be responsible for the care and custody of stores and equipment [in that section].}

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

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

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

16. Assets, properties and estates

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

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

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

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

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

17. Insurance

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

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

17.3. The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to [the council] at the next available meeting. The RFO shall negotiate all claims on the council's insurers {in consultation with the Clerk}.

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

18. [Charities]

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

19. Suspension and revision of Financial Regulations

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

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

19.3. The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

Appendix 1 - Tender process

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