



Seaford Town Council

To the Members of the Full Council

A Meeting of the of the **Full Council** will be held at **37 Church Street, Seaford** on **Thursday 10th November 2016** at **7.00pm** which you are summoned to attend.

James Corrigan
Town Clerk

3rd November 2016

AGENDA

1. **Apologies for Absence**
To consider apologies for absence.
2. **Disclosure of Interests**
To deal with any disclosure by Members of any discloseable pecuniary interests and interests other than pecuniary interests, as defined under the Seaford Town Council Code of Conduct and the Localism Act 2011, in relation to matters on the agenda.
3. **Public Participation**
To deal with any questions, or brief representations, from members of the public in accordance with Standing Order 3 and Seaford Town Council Policy.
4. **Minutes**
To note the following minutes, approving or not approving recommendations as required:
 - 4.1 Planning & Highways 13th October 2016 pages 3 to 5
 - 4.2 Council 20th October 2016 pages 6 to 11
5. **Appointments to Vacant Councillor Positions**
To consider report 79/16 regarding the appointments to vacant Councillor positions (pages 12 to 14).
6. **Memorials Policy**
To consider report 83/16 presenting a new Memorials Policy for adoption (pages 15 to 17).
7. **2017/2018 Meeting Timetable**
To consider report 79/16 presenting the draft meeting timetable for 2017/2018 for adoption (pages 18 to 19).
8. **Review of Personnel Policies**
To consider report 68/16 presenting the following draft policies for adoption (pages 20 to 21):
 - 9.1 Dignity at Work Policy Revision pages 22 to 25
 - 9.2 Disciplinary Procedure Revision pages 26 to 31
 - 9.3 Grievance Policy Revision pages 32 to 35
 - 9.4 Time Off In Lieu Policy Revision pages 36 to 37
 - 9.5 Training & Development Policy To be rescinded pages 38 to 42

- 9. Request to use Coat of Arms**
To consider report 80/16 presenting a request from Seaford Bridge Club to use the Council's Coat of Arms (page 43).
- 10. Seaford Rugby Club; Extension to Lease**
To consider report 82/16 regarding an extension to the lease for Seaford Rugby Club (pages 44 to 59).
- 11. Seaford Community Partnership; Update on Pier Project**
To consider report 81/16 regarding the Pier Project being run by Seaford Community Partnership (pages 60 to 68).

For further information about items appearing on this Agenda please contact:
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Circulation: All Councillors, Young Mayor, Deputy Young Mayor and all registered email recipients of agenda.



Seaford Town Council
Planning & Highways Committee

Minutes of the meeting of the **Planning & Highways Committee** held at the **Council Chamber, 37 Church Street, Seaford** on **Thursday 13th October 2016**.

Present:

Councillor L Wallraven (Chairman)
Councillor R Honeyman (Vice Chairman)
Councillors D Argent, P Boorman, D Burchett, A Latham, A Mclean, P Lower and L Worcester.
Geoff Johnson-Planning Officer- Seaford Town Council
3 members of the public.

P 47/10/16 Apologies for Absence and Declaration of Substitute Members

No Apologies for absence were received.

P 48/10/16 Disclosure of Interests

Cllr Latham declared a non-pecuniary interest in LW/16/0723 as a resident of Chyngton Way and did not speak or vote on the application.

Cllr Burchett declared a pecuniary interest in LW/16/0765 and left the room when the application was considered.

Cllr Boorman declared a non-pecuniary interest in LW/16/057 and 0658 and did not speak or vote on the application

P 49/10/16 Public Participation

There was no public participation.

P 50/10/16 Planning Applications

Planning Applications week ending 16th September 2016

Seaford **9 East Albany Road**
LW/16/0717 Planning Application – Erection of Wooden Shed to replace demolished garage for Mr N White.

It was **RESOLVED** to make **NO OBJECTION**

Seaford **Land Rear of 45 Chyngton Way**
LW/16/0723 Planning Application-Erection of detached chalet bungalow for Mrs C Elliott

It was **RESOLVED** to **OBJECT** on the grounds that the erection of the bungalow would constitute over development of the site, would be out of character with the surrounding area and that the access would be detrimental to the amenities of residents in Newick Close.

Seaford **94 Hawth Park Road**
LW/16/0765 Planning Application-Extended roof height loft conversion with rear dormer and 2 roof lights to front elevation for Mr R Oxbrow

It was **RESOLVED** to make **NO OBJECTION**

Councillor Burchett Left the room at 7.09pm and returned at 7.15pm

Seaford **17 Coxwell Close**
LW/16/0766 Planning Application-Loft conversion with 3 roof lights to rear elevation, single storey rear extension and side garage for Mr G Power-Hosking

It was **RESOLVED** to make **NO OBJECTION**

Planning Applications week ending 23rd September 2016

Seaford **15-17 High Street**
LW/16/0657 Planning and Listed Building Applications-Demolition to rear of
& listed building and erection of 3 new dwellings for Meldarosa
LW/16/0758 Properties

It was **PROPOSED** to make **NO OBJECTION** subject to Lewes District Council being fully satisfied that the removal of the warehouse building was justified. Concerns were expressed that the hours of construction should be restricted to protect the amenities of nearby residents and that the retail unit at 15-17 should be retained.

A **RECORDED VOTE** was requested:

Councillor D Argent	For
Councillor D Burchett	For
Councillor R Honeyman	For
Councillor A Latham	For
Councillor P Lower	Against
Councillor A Mclean	For
Councillor L Wallraven	Abstained
Councillor L Worcester	For

The **MOTION** was **CARRIED**

Seaford **Seaford Head School, Arundel Road**
LW/16/0749 Planning Application- Replace existing metal framed and timber framed windows and doors with uPVC windows and aluminium powder coated door sets for Mr D Greaves

It was **RESOLVED** to make **NO OBJECTION**

Seaford **Seaford Head Lower School, Steyne Road**
LW/16/0751 Planning Application-Replace existing metal framed and timber framed windows and doors with uPVC windows and aluminium powder coated door sets for Mr D Greaves

It was **RESOLVED** to make **NO OBJECTION**

Planning Applications week ending 30th September 2016

Seaford **5 Sandgate Close**
LW/16/0455 Planning Application - Erection of rear single storey extension for
Mr M Brookes

It was **RESOLVED** to make **NO OBJECTION**

Tree Work Applications

Seaford **33 Barn Close**
TW/16/0102/ 1 x Holm Oak (T3 of Order)-Reduce circumference by 30%
TPO

It was **RESOLVED** to make **NO OBJECTION**

Seaford **1 Monksdown Barn Silver Lane Bishopstone**
SDNP/16/04 2 x Sycamore-prune main trunks of recent young growth up to
817/TCA crown level and to previous pruning level overall

It was **RESOLVED** to make **NO OBJECTION**

Seaford **The Coach House Saxon Lane**
TW/16/0110/ 4 X G1- Sycamore Group in Front Garden
TPO

It was **RESOLVED** to make **NO OBJECTION**

Seaford **5 Ladycross Close**
TW/16/0112/ Fell one Poplar to ground level. Tree in poor condition. Central
TPO Stem snapped. Dominant stem leaning over neighbouring
gardens

It was **RESOLVED** to make **NO OBJECTION**

P51/10/16 **Update Report**

The committee considered report 69/16.

It was **RESOLVED** to **NOTE** the contents of report 69/16, informing the Committee of Lewes District Council decisions on previous planning applications.

The meeting closed at 7.55 pm

Councillor L Wallraven
Chairman



Seaford Town Council

MINUTES of a Meeting of the **Full Council** held at the Council Chambers, 37 Church Street, Seaford on **Thursday 20th October 2016** at **7.00pm**.

Present:

Councillor L Freeman (Mayor)

Councillors S Adeniji, D Argent, P Boorman, M Brown, D Burchett, B Burfield, R Hayder, R Honeyman, O Honeyman, A Latham, P Lower, A McLean, L Wallraven and L Worcester.

Jessica Batchelor, Young Mayor of Seaford

Tom Exley, Deputy Young Mayor of Seaford.

James Corrigan, Town Clerk – Seaford Town Council

Georgia Raeburn, PA to the Town Clerk – Seaford Town Council (minutes)

34 members of the public.

C43/09/16 Apologies for Absence

There were no apologies for absence.

C44/09/16 Disclosure of Interests

Under the Localism Act 2011 and Seaford Town Council Code of Conduct, the following declarations of interests were made: Councillor L Wallraven declared a pecuniary interest in item 13, being a resident of the charity's properties. Councillor A Latham declared a non-pecuniary interest in items 12 and 19; Councillor P Boorman a non-pecuniary interest in items 10 and 14; Councillor R Honeyman a non-pecuniary interest in item 11; and, Councillor Brown a non-pecuniary interest in items 12 and 19.

C45/09/16 Public Participation

Fiona House

Agenda item 19 - as a member of the Neighbourhood Plan Steering Group, reminded members and members of the public of the process with the consideration of sites for inclusion in the Neighbourhood Plan. All suitable sites will be individually assessed against criteria but it is not a definite that they will be suitable for development. The plan can also allocate sites as preserved green spaces. Anyone wishing to assist with the Neighbourhood Plan can find information on the website at www.seafordnp.uk

Town Clerk

Confirmed that this was correct and that all sites would have to be individually assessed by the Neighbourhood Plan Group.

Sylvia Dunn

Agenda item 10 – expressed her support for the longer term lease with Sussex Wildlife Trust.

Agenda item 11 – feels that there is a problem with campervans parking on the seafront and would agree with looking at options for a designated area for campervans to park.

Agenda item 12 – expressed her agreement that the sale of land is necessary to assist with capital projects, such as the much needed works on the Martello Toilets which is long overdue an improvement.

Sarah McStravick

Wished to thank the Mayor for attending the grand opening of the 'Listen Up' video that was filmed in Seaford and is now available on YouTube.

Agenda item 19 – wanted to pass on her and some West ward resident's concerns regarding the proposal to include the Village Green in the Neighbourhood Plan.

John Green

Agenda item 12 – expressed his concern about the four plots being in a concentrated area. When planning permission was granted for the Normansal Park Avenue development there was a condition that the land at plot 1 be granted to the Council as a public open space in accordance with the Local Plan and be kept a public highway by foot and with animals. Would urge the Council to keep this site for public use.

Chris Lowmass

Agenda item 10 – as Chair of the Seaford Head Local Nature Reserve Management Committee, expressed his support for the 25 year lease with Sussex Wildlife Trust. The Trust manages over 30 nature reserves and has the expertise and ability needed to properly manage this site.

Fred Bass

Agenda item 12 – does not feel that these plots of land are surplus as described, they are used amenity spaces. Worries that the sale of land should be a last resort for income generation, it is not a sustainable way to fund works. Has concerns given the poor response to the survey and would ask the Town Council to defer any decision until after the elections have taken place.

Keith Blackburn

Agenda item 12 – appreciates that the Town Council has difficult tasks to carry out, including the pressure to keep council tax down whilst finding more space for housing. Feels that improved facilities on the seafront would encourage residents and visitors to use the seafront and spend money in the town. The Community Partnership conducted a survey 4 years ago on the seafront; 95% of people said the toilets needed improving. Urged members to have the confidence to make the bold decisions that may be required.

Bob Gower

Agenda item 19 – feels that the Sunken Gardens are a little pearl in the town and hoped members would not consider including this site.

Michael Pearce

Agenda item 12 – plot 1 is a well-used area by dog walkers and local residents looking for some interaction with others.

Anita Spencer

Agenda item 12 – worries that the two plots of land at The Holt would be hazardous to build on due to being on bends; an accident recently took place.

Jane Polling

Agenda item 19 – questioned why the site at Normansal Park Avenue had not been included on the survey distributed earlier this year.

Town Clerk

Confirmed that this site was not being discussed to sell but would be considered as part of the Neighbourhood Plan process. The Neighbourhood Plan process is to look at the suitability of the land before putting it forward for public consultation.

Fiona House

Informed the meeting that on 30th November between 4.30-7.30pm the Neighbourhood Plan Focus Groups would be presenting the evidence and information found so far, talking through how the plan works and how everything fits together. This is taking place at the Clinton Centre.

C46/09/16 Minutes

It was **RESOLVED** to **ADOPT** the following minutes and **RESOLVED** to **APPROVE** the recommendations therein:

C46.1	Community Services	16 th June 2016
C46.2	Community Services	15 th September 2016
C46.3	Council	21 st June 2016
C46.4	Council (extraordinary)	13 th September 2016
C46.5	Finance & General Purposes	7 th July 2016
C46.6	Finance & General Purposes	6 th October 2016
C46.7	Golf	28 th June 2016
C46.8	Golf	6 th September 2016
C46.9	Planning & Highways	9 th June 2016
C46.10	Planning & Highways	30 th June 2016
C46.11	Planning & Highways	21 st July 2016
C46.12	Planning & Highways	11 th August 2016
C46.13	Planning & Highways (extraordinary)	18 th August 2016
C46.14	Planning & Highways	1 st September 2016
C46.15	Planning & Highways	22 nd September 2016

C47/09/16 Holding Extraordinary Council Meeting 10th November 2016

The Council considered and discussed report 57/16 regarding arranging an extraordinary Council meeting, partly to facilitate the appointment of members to current Council vacancies.

It was **RESOLVED** to **AGREE** to hold an extraordinary Council meeting on Thursday 10th November 2016 at 7pm.

C48/09/16 Mayor's Report

The Mayor gave a verbal update on her report 64/16 and some of the events she had attended since the last meeting.

It was **RESOLVED** to **NOTE** the content of the Mayor's Report.

C49/09/16 Young Mayor's Report

The Young Mayor gave a verbal update on the progress with her Defibrillator project (which has currently raised over £2,400.00), her work experience with the local MP Maria Caulfield, the progress of her mission to have a Bill taken to Parliament that it be a legal requirement to have defibrillators installed in certain types of new community buildings, her plan to do a sponsored skydive and the Young Mayor's stall at Christmas Magic.

Jessica thanked her Deputy, Tom Exley, for all of his support so far this year. Anyone wishing to donate to the defibrillator project can do so by contacting the Council.

C50/09/16 Clerk's Report

The Council considered and discussed report 74/16 presenting the Clerk's update report. Discussions included staffing costs, service charges at 37 Church Street, the Town Clerk's priorities going forwards, the cost of the Hurdis House litigation with a former tenant, progress on the entertainments area at Martello Tower, the option of looking to source talking bins, anti-social behaviour in the town and the recently withdrawn planning application for Chyngton Way.

It was **RESOLVED** to **NOTE** the contents of the Clerk's Report.

C51/09/16 Crouch Bowling Club Lease

The Council considered and discussed report 73/16 regarding the lease with The Crouch Bowling Club. Discussions included the Council ensuring due diligence was taken with leases and the Council being fully aware of the content of leases.

It was **RESOLVED** to **APPROVE** extending the lease with The Crouch Bowling Club for 30 years and for the Town Clerk to agree the terms of the lease with all Councillors electronically before finalising. If there is any disagreement by Councillors on the content of the lease then this will be brought back to Full Council.

C52/09/16 Seaford Head Nature Reserve Management Lease

The Council considered and discussed report 70/16 regarding the lease with Sussex Wildlife Trust.

It was **RESOLVED** to **AUTHORISE** the Town Clerk to enter into a 25 year lease with Sussex Wildlife Trust on the basis of the Terms of Reference contained in section 3 of the report.

C53/09/16 Esplanade Parking

The Council considered and discussed report 71/16 regarding the parking arrangements on The Esplanade.

It was **RESOLVED** to **NOTE** the report and that Councillors would send any comments on the parking arrangements to the Town Clerk.

C54/09/16 Proposed Sale of Surplus Land Following Public Consultation

The Council considered and discussed report 72/16 regarding the proposed sale of surplus land and construction of new seafront toilets.

The Town Clerk confirmed that rights of way would be retained, although possibly relocated on the site, and explained the outline planning application process. The Clerk elaborated on the condition of the seafront toilets and the idea to create a multi-purpose facility of toilets, shower cubicles, storage areas and two kiosks.

Members discussed the sites of land, the options with the toilets, the financial situation and if any alternative options were available.

- C54.1** It was **RESOLVED** to **AUTHORISE** the sale of surplus plots of land namely plots 2, 3 and 4 as detailed in the report;
- C54.2** It was **RESOLVED** to **REQUIRE** that outline planning permission is secured for all three prior to being offered for sale;
- C54.3** It was **RESOLVED** to **AGREE** that the plots are offered for sale by way of sealed tender via the most competitive local estate agent;

- C54.4** It was **RESOLVED** to **AGREE** that the potential sale of plot 1 is deferred until a time in the future when more consultation can take place;
- C54.5** It was **RESOLVED** to **AGREE** that officers facilitate an opportunity, as soon as possible, for third parties to express interest in the designing of the toilets and project manage the design stage and submissions;
- C54.6** It was **RESOLVED** to **AGREE** that officers present a detailed design of the proposed toilet facility to Full Council for approval.

A **RECORDED VOTE** was requested on this item, those in favour Councillors S Adeniji, D Argent, M Brown, B Burfield, L Freeman, R Hayder, R Honeyman, P Lower, A McLean, L Wallraven and L Worcester, those against Councillors P Boorman, D Burchett and A Latham, and one abstention from Councillor O Honeyman.

(The Council agreed to bring forward item 19 on the agenda)

C55/09/16 Call for Sites for the Neighbourhood Plan

The Council considered report 75/16 regarding a response to the Call for Sites for inclusion in the Neighbourhood Plan.

The Town Clerk explained that if a Working Group is formed, a scoring matrix could be drawn up for each of the sites. The sites would then be considered by the Neighbourhood Plan Steering Group before being opened up for public consultation.

- C55.1** It was **RESOLVED** to **ESTABLISH** a Working Group to work with the Town Clerk on any details of submissions and devise a scoring matrix for the following sites:
- a. The Field bordering Southdown Road and Chyngton Road
 - b. The Village Green off Princes Drive
 - c. The Field next to Normansal Park Avenue
 - d. The 6th hole on Seaford Head Golf Course alongside Chyngton Road (a replacement hole can be created elsewhere on the site)
 - e. The Sunken Gardens and surrounding land on the seafront

(Councillor L Wallraven exited the meeting for the following item on the agenda)

C56/09/16 Bishopstone United Charities

The Council considered report 49/16 presenting an update report from Bishopstone United Charities.

It was **RESOLVED** to **DEFER** the appointment of a second trustee until the extraordinary Council meeting on 10th November 2016.

(Councillor L Wallraven re-entered the meeting)

C57/09/16 Creation of Honorary Council Positions

The Council considered report 45/16 regarding the creation of Honorary Council positions.

- C56.1** It was **RESOLVED** to **AGREE** to the creation of the honorary positions of Honorary Town Historian and Honorary Flag Custodian;
- C56.2** It was **RESOLVED** to **APPOINT** Kevin Gordon as Honorary Town Historian.
- C56.2** It was **RESOLVED** to **APPOINT** David Argent as Honorary Flag Custodian.

C58/09/16 Christmas Shutdown

The Council considered report 47/16 regarding closing the Council offices over the Christmas period. It was **RESOLVED** to **APPROVE** the closure of the Council offices from 5pm on Thursday 22nd December 2016 to 2nd January 2017 inclusive.

C59/09/16 Adoption of Updated Public Participation Policy

The Council considered report 59/16 presenting a draft amended Public Participation Policy for adoption.

It was **RESOLVED** to **ADOPT** the updated Public Participation Policy as presented.

C60/09/16 Rescission of Adopted Seaford Mixed Waste Scheme Policy 2011

The Council considered report 60/16 regarding the rescission of the previously adopted Seaford Mixed Waste Policy Scheme 2011.

It was **RESOLVED** to **RESCIND** the defunct adopted Seaford Mixed Waste Scheme Policy 2011.

C61/09/16 Annual Return 2015-16 Update

The Council considered report 67/16 updating the Council on the status of the Annual Return for 2015-2016. It was **RESOLVED** to **NOTE** the contents of the report and to thank Lucy Clark and Elizabeth Harvey for all their hard work managing the Council's finances.

The meeting closed at 9.35pm.

Councillor Lindsay Freeman
Mayor of Seaford



Seaford Town Council

Report 48/16

Agenda Item No:	5
Committee:	Council
Date:	10 th November 2016
Title:	Appointments to Vacant Councillor Positions
By:	James Corrigan, Town Clerk
Purpose of Report:	To appoint Councillors to the positions vacant as a result of the recent councillor resignations.

Recommendations

You are recommended:

1. To appoint the role of Deputy Mayor of Seaford for the remainder of the 2016-2017 Municipal Year.
2. To appoint membership of those Committees with vacancies, including the appointment to various Chair and Vice-Chair positions, as set out respectively at 1.3 (a) to (g) and 1.8 (a) to (d) in the report.
3. To appoint Outside Body Representatives on those bodies with representative vacancies as set out at 1.9 (a) to (e) in the report.

1. Background

1.1 Further to the resignation of five Town Councillors various vacancies have now arisen within the Council for positions to be appointed.

Deputy Mayor of Seaford

1.2 Whilst not a legal requirement to have a Deputy Mayor, it is the tradition of Seaford Town Council to do so.

Councillors will be asked at the meeting to make nominations or self-nominate with seconder, if any, for the position of Deputy Mayor of Seaford for the remainder of the 2016-2017 Municipal Year. Any nominations will be voted on and the successful Councillor will take Office with immediate effect.

Committee Membership

1.3 Vacancies have now arisen on each of the Council's Committees, as follows:

- (a) Finance & General Purposes – 1
- (b) Community Services – 4
- (c) Planning & Highways – 1
- (d) Golf & The View – 2
- (e) Personnel – 1
- (f) Grievance/Disciplinary Sub-Committee – 1
- (g) Appeals – 1

- 1.4 Attached at Appendix A is the Committee Membership List as it currently stands.
- 1.5 Historically the four larger Committees have had ten committee positions and the Personnel and Appeals Committees and Grievance/Disciplinary Sub-Committee have had five.
- 1.6 For 2016/2017 the Personnel Committee was increased to six members and the Appeals Committee decreased to four members, simply due to member interest in joining those Committees.
- 1.7 A reminder that Councillors cannot be a member of the Appeals Committee if they are on Personnel or Grievance/Disciplinary; this may compromise their position to fairly consider any appeals received as an outcome of decisions by either of the two Committees.
- 1.8 In addition to the Committee membership, the following positions are also now vacant and needing appointing:
- (a) Chair of the Community Services Committee
 - (b) Vice-Chair of the Golf & The View Committee
 - (c) Vice-Chair of the Personnel Committee
 - (d) Vice-Chair of the Appeals Committee

Outside Body Representatives

- 1.9 There are now five Outside Bodies needing replacement representatives appointed, these are:
- (a) Mercread Youth Centre – 1
 - (b) Seaford Head Swimming Pool – 1
 - (c) The Base Management Committee - 1
 - (d) Youth Task Group – 2 (these are 2 of 4 positions)
 - (e) Bishopstone United Charities – 1
 - (f) Seaford Christmas Magic Committee – 1
- 1.10 The Christmas Magic Committee meet monthly from January and then more frequently in the run up to the event in December. It is a small Committee delivering Seaford's biggest annual event and therefore requires a representative that can dedicate considerable time to the organising and support of the event.

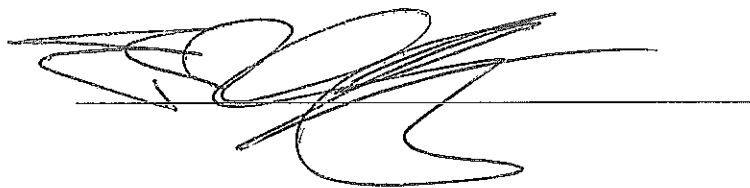
2. Financial Appraisal

There are no financial implications to the Council as a result of this report.

3. Contact Officer

The Contact Officer for this report is James Corrigan, Town Clerk.

Town Clerk



STC Committee Members 2016-2017

FINANCE & GENERAL PURPOSES
Sam Adeniji
Dave Argent
Phil Boorman
Mark Brown (Chair)
Barry Burfield
Rahnuma Hayder
Richard Honeyman
Alan Latham
Leslie Worcester (Vice-Chair)
VACANT

10 / 10

COMMUNITY SERVICES
Dave Argent
Phil Boorman (Vice-Chair)
Lindsay Freeman
Rahnuma Hayder
Olivia Honeyman
Mac McLean
VACANT
VACANT
VACANT
VACANT

6 / 10

Vacancy: Chair

PLANNING & HIGHWAYS
Dave Argent
Phil Boorman
David Burchett
Richard Honeyman (Vice-Chair)
Alan Latham
Penny Lower
Mac McLean
Linda Wallraven (Chair)
Leslie Worcester
VACANT

9 / 10

Vacancy: Vice-Chair

GOLF & THE VIEW
Sam Adeniji (Chair)
Mark Brown
Lindsay Freeman
Olivia Honeyman
Alan Latham
Penny Lower
Mac McLean
Leslie Worcester
VACANT
VACANT

8 / 10

PERSONNEL
Sam Adeniji (Chair)
Lindsay Freeman
Richard Honeyman
Alan Latham
Penny Lower
VACANT

5 / 6

Vacancy: Vice-Chair

GRIEVANCE/DISCIPLINARY
Dave Argent (Chair)
David Burchett
Lindsay Freeman (Vice-Chair)
Mac McLean
VACANT

4 / 5

APPEALS
Mark Brown (Chair)
Barry Burfield
Linda Wallraven
VACANT

3 / 4

Vacancy: Vice-Chair

Report 6/8/16
Appendix A

Updated 16 August 2016



Seaford Town Council

Report 83/16

Agenda Item No: 6
Committee: Council
Date: 10th November 2016
Title: Adoption of Memorials Policy
By: James Corrigan, Town Clerk
Purpose of Report: To present a new Memorials Policy for adoption.

Recommendations

You are recommended:

1. To adopt the Memorials Policy as presented.
-

1. Information

- 1.1 Officers have reviewed the Council's Memorials Policy that was adopted by the Council in November 2014 with a view to ensuring it better reflects current practice, the recently created Memorials Brochure and to generally simplify the policy, as the previous version was very heavy with detail.
- 1.2 Officers have written a new Memorials Policy, as attached at Appendix A to this report. The previous policy is available to view in the Councillor Information Packs or online at <http://www.seafordtowncouncil.gov.uk/Policies-amp3b-Procedures.aspx>
- 1.3 The Memorials Brochure referred to can be viewed on the Council's website at www.seafordtowncouncil.gov.uk/memorial-options.aspx

2. Financial Appraisal

There is no financial implication as a result of this report.

3. Contact Officer

The Contact Officer for this report is James Corrigan, Town Clerk.

Town Clerk



Seaford Town Council

Memorial & Sponsor Policy

1. Introduction

Seaford Town Council will permit, in principle and subject to the conditions of this policy, the placing of memorials in parks and open spaces owned by the Council. The Council fully recognises that these public facilities provide a valuable amenity function, improving well-being and visitor enjoyment.

This policy ensures that the management and regulation of its parks and open spaces is for the mutual benefit of all and sympathetically recognises the contrasting needs of a variety of users.

2. General

- a) All applications for memorials (and to scatter ashes) in parks and open spaces must be made on the Councils application form to ensure the request can be recorded
- b) Memorials will be prioritised for persons who have, at some time in their life, been resident or active in the town.
- c) Memorials will be permitted only at locations in accordance with the Councils memorials and sponsors brochure at that time.
- d) It remains the responsibility of the applicant to notify the Council in writing of any change of address or contact details. If required for whatever reason the Council will only make contact with the sponsor via the last address supplied by the him/her.
- e) The Council does not permit the interment of ashes within the town's parks, but may permit the scattering of ashes in certain circumstances.
- f) The Council has the absolute right to limit, in both location and number, the types of memorial in any one area.
- g) The Council will maintain an asset register and associated plans where required of all memorials placed within the parks and open spaces.
- h) The appropriate payment must be received before the installation of the memorial and the payment must meet the full and final cost of the memorial, its installation and any relevant maintenance charge, that is quoted at the time of application.
- i) Payment for a memorial and plaque of any description shall be treated as a donation and the ownership of the asset shall be vested in the Town Council who shall be deemed the legal owners.
- j) The Council will manage the installation of all memorials and plaques, the cost of which shall be incorporated in the donation.
- k) Once installed, a memorial shall receive normal routine maintenance; normal maintenance may only be guaranteed to take place up to a maximum of 15 years but often extends well beyond this.
- l) The Council reserves the right to remove any memorial that has been damaged and/or, in the view of the Council, is beyond economic repair.
- m) The Council will notify the applicant in the event of removal of the memorial item.
- n) The Council also reserves the right to relocate any memorial to enable the implementation of medium to large scale projects, landscape redesigns or reconfiguration of services. The Council will endeavour to consult with the original donor to ensure alternative options are made available; relocation in such circumstances may only be guaranteed within the first 15 years of the life of the memorial.
- o) The Council accepts no liability for damage to any memorial from vandals, third parties or routine maintenance, except where grounds maintenance staff are proved negligent.

- p) Any ceremony or gathering to celebrate the planting of a tree or the fixing of a bench must be arranged and agreed with the Council in advance.

3. Memorial Trees and Plaques

- a) Plant species shall be from the list maintained by the Council which in principle shall be native species only.
- b) The Council can arrange for the maintenance of the tree and associated stakes/protection for the first three years. If using their contractor a fee shall apply for the 'service'. Should the tree die within this period the Council shall undertake to replace the tree.
- c) After three years, once the service has been delivered, the tree shall be incorporated in the Council's routine inspections and maintained as required; at this time the Council accepts no responsibility for defects, disease or if the tree dies.

4. Memorial benches and picnic benches

- a) Benches or picnic benches shall be of the type approved by Seaford Town Council. The Council will maintain a register of approved benches.

5. Ashes

- a) There are currently no designated locations for the scattering of ashes. Permission to scatter ashes within a Council open space shall be sought and agreed in advance with the Clerk to the Council and shall only be approved where a 'designated' location can be identified.
- b) The placing of flowers or wreaths to mark the occasion shall be permitted for a maximum of seven days and must be removed by the donor.

6. Projects

There are limited opportunities for memorial benches and trees, accordingly the Town Councils memorial brochure will include alternative opportunities for sponsorship. Examples of alternative memorial that may be offered are listed but not limited to those below;

- a) New landscaping projects that include seating
- b) Picnic spaces or Social / 'Meeting' places
- c) Recreational equipment or activity areas such as outdoor table tennis, outdoor chess or exercise areas
- d) Play areas, specifically items of play equipment
- e) Water features, small land marks or way markers
- f) Seafront telescope
- g) Shelters for seating or screens

Adopted: November 2016

Review: November 2019



Seaford Town Council

Report 79/16

Agenda Item No: 7
Committee: Council
Date: 10th November 2016
Title: 2017/2018 Meeting Timetable
By: James Corrigan, Town Clerk
Purpose of Report: To present the draft Meeting Timetable for the 2017/2018 Municipal Year for adoption.

Recommendations

You are recommended:

1. To adopt the draft 2017/2018 Meeting Timetable as presented.
-

1. Information

Attached at Appendix A is a proposed timetable for the meetings of the Council and its Committees during the 2017/2018 Municipal Year.

The timetable has been carefully developed to enable necessary meetings to take place within a cycle reflective of Town Council meetings. Also consideration has been given to holiday periods to try and avoid these where possible. The only exception being Planning & Highways Committee meetings where they must be held every three weeks due to consultation deadlines on planning applications.

If members have any comments on the timetable please send these to the Town Clerk ahead of the meeting where possible so they can be factored in to the timetable in advance.

2. Financial Appraisal

There are no financial implications as a result of this report.

3. Contact Officer

The Contact Officer for this report is James Corrigan, Town Clerk

Town Clerk



Committee Timetable 2017-2018:
Summary of Public Meetings

DRAFT

Committee	Time/ Venue	2017												2018																
		May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May																
Community Services	7pm - Church Street			6 Thurs			Budget 30 Thurs								8 Thurs											3 Thurs				
Planning & Highways	7pm - Church Street		1* Thurs	13 Thurs	3* Thurs	14 Thurs	15 Thurs	16 Thurs	7 Thurs	11 Thurs	1 Thurs	15 Thurs	5* Thurs														17 Thurs			
Finance & General Purposes	7pm - Church Street		29 Thurs						Budget 14 Thurs																					
Council	7pm - Church Street	Annual Mtg	Annual Return																		Budget	25 Thurs						Annual Mtg	10** Thurs	
Golf & The View	7pm - The View at Seaford Head			6 Tues					Budget 5 Tues																					
		Town Forum																										Town Forum	22 Tues	

Report 79/16
Appendix A

Note: Each Committee allows public questions and delivery of petitions for the first 20 minutes of that meeting. Public should try to arrive before the start time of the meeting to ensure they can gain entry. The Town Forum is a public meeting, not a Council meeting, but must be facilitated by STC - venue to be confirmed.

* Council Annual Meeting on 18 May 2017 to be followed immediately by an Ordinary Council Meeting.
 ** Council Annual Meeting on 10 May 2018 forms part of 2018/19 Municipal Year and will be followed immediately by an Ordinary Council Meeting.
 *** Council Meeting to approve the Annual Return; to be followed immediately by Planning & Highways Committee Meeting^a takes place during school holidays



Seaford Town Council

Report 68/16

Agenda Item No:	8
Committee:	Council
Date:	10th November 2016
Title:	Review of Personnel Policies
By:	James Corrigan, Town Clerk
Purpose of Report:	To review the Council's Personnel Policies to make them more fit for purpose and in line with current good practice and legislation.

Recommendations

You are recommended:

1. To adopt the amended Dignity at Work, Disciplinary, Grievance, and Time off in Lieu Policies.
 2. To agree to the rescission of the Training & Development Policy.
-

1. Information

1.1 Following the policy review timetable a review has recently taken place of some key personnel policies. As a result of this a number of changes are recommended to make the policies more fit for purpose.

1.2 The policies have been analysed taking in to account issues that may have been noted since they were last reviewed, current practice, current Legislation and good practice.

1.3 All changes are highlighted on the draft policies. Any sections to be removed are depicted with a strikethrough the words and additions are underlined. Most changes are self-explanatory.

1.4 The Council's Training & Development Policy was adopted in 2009 and has not been reviewed since this date. Having undertaken a review, it was felt to be a very detailed and somewhat restrictive document.

The Council evidences its commitment to staff and member development, through its annual appraisal policy and scheme, and the annual training budget.

Specific training needs are identified or required in offers or contracts of employment, the annual appraisal process or as discussed/requested by members with Council Officers.

1.5 Council Officers are currently drafting a revised Staff Handbook, which will be presented to the Personnel Committee in December, and this includes a statement on the Council's continued commitment to the training and development of its staff and members. This will not be an adopted policy document in itself but it will refer staff to the Council's policies where adopted.

1.6 Officers did not feel it necessary to have a specific policy to set out how training and development is carried out in the Council and would recommend rescinding this policy.

1.7 Officers will be drafting Maternity, Paternity and Adoption, Parental Leave, and Equal Opportunities Policies to be presented to the Council for adoption in due course.

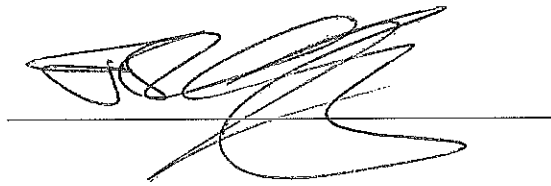
2. Financial Appraisal

There are no financial implications as a result of this report.

3. Contact Officer

The Contact Officer for this report is James Corrigan, Town Clerk

Town Clerk

A handwritten signature in black ink, appearing to read 'James Corrigan', is written over a horizontal line. The signature is stylized and cursive.



Seaford Town Council

Dignity at Work Policy

Note: This policy should be used in conjunction with the Council's Disciplinary and Grievance procedures.

1. PURPOSE AND SCOPE

1.1 Statement

In support of ~~our~~ the Council's value to respect others, Seaford Town Council will not tolerate bullying or harassment by, or of, any of ~~their~~ its employees, officials, members, contractors, visitors to the Council or members of the public from the community which ~~we~~ it serves.

The Council is committed to the elimination of any form of intimidation in the workplace. This policy reflects the spirit in which the Council intends to undertake all of its business and outlines the specific procedures available to all employees in order to protect them from bullying and harassment. It should be read in conjunction with the Council's policies on Grievance and Disciplinary handling as well as the Code of Conduct for Councillors.

The council will issue this policy to all employees as part of their induction and to all Councillors as part of their Welcome Pack. The council may also wish to share this policy with contractors, visitors and members of the public.

1.2 Definitions

Bullying may be characterised as a pattern of offensive, intimidating, malicious, insulting or humiliating behaviour; an abuse of this use of power or authority which tends to undermine an individual or a group of individuals, gradually eroding their confidence and capability, which may cause them to suffer stress.

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. This policy covers, but is not limited to, harassment on the grounds of sex, marital status, sexual orientation, race, colour, nationality, ethnic origin, religion, belief, disability or age.

These definitions are derived from the ACAS guidance on the topic. Both bullying and harassment are behaviours which are unwanted by the recipient. Bullying and harassment in the workplace can lead to poor morale, low productivity and poor performance, sickness absence, lack of respect for others, turnover, damage to the Council's reputation and ultimately, Employment Tribunal or other court cases and payment of unlimited compensation.

1.3 ~~Examples of u~~Unacceptable behaviour

Examples of unacceptable behaviour are as follows; (this list is not exhaustive) Spreading malicious rumours, insulting someone, ridiculing or demeaning someone, exclusion or victimisation, unfair treatment, overbearing supervision or other misuse of position or power, unwelcome sexual advances, making threats about job security, deliberately undermining a competent worker by overloading work and/or constant criticism, preventing an individual's promotion or training opportunities.

Bullying and harassment may occur face-to-face, in meetings, through written communication, including e-mail and social media, by telephone or through automatic supervision methods. It may occur on or off work premises, during work hours or non-work time.

1.4 Penalties

Bullying and harassment are considered examples of serious misconduct which will be dealt with through the Disciplinary Procedure at Gross Misconduct level and may result in summary dismissal from the Council for

employees or through referral to the Standards for England, as a contravention of the Member's Code of Conduct, which may result in penalties against the member concerned.

In extreme cases harassment can constitute a criminal offence and the eCouncil should take appropriate legal advice, sometimes available from the eCouncil's insurer, if such a matter arises.

1.5 The Legal position

~~The Councils have~~ has a duty of care towards all ~~their workers~~its employees and liability under common law arising out of the Employment Rights Act 1996 and the Health and Safety at Work Act 1974.

~~Under the following laws bullying or harassment may be considered unlawful discrimination; Sex Discrimination Act 1975, Race Relations Act 1976, Disability Discrimination Act 1995, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion or Belief) Regulations 2003, Employment Equality (Sex Discrimination) 2005, Employment Equality (Age) Regulations 2006.~~

Discrimination, bullying or harassment on the grounds of age, disability, gender reassignment, marriage and civil partnership, race, religion or belief, sex or sexual orientation, are all consider unlawful under the Equality Act 2010.

In addition, the Criminal Justice and Public Order Act 1994 and Protection from Harassment Act 1997 created a criminal offence of harassment with a fine and/or prison sentence as a penalty and a right to damages for the victim. In addition, a harasser may be personally liable to pay damages if a victim complains to an Employment Tribunal for ~~sexual, racial, disability or age~~unlawful discrimination.

2. PROCESS FOR DEALING WITH COMPLAINTS OF BULLYING AND HARASSMENT

2.1 Informal approach

Anyone; employee, contractor, member or visitor, who feels he or she is being bullied or harassed should try to resolve the problem informally, in the first instance. It may be sufficient to explain to the person(s) involved in the unwanted behaviour that their conduct is unacceptable, offensive or causing discomfort.

2.2 Formal approach

2.2.1 Employees

Where the employee feels unable to resolve the matter informally any complaint about harassment or bullying can be raised confidentially and informally, initially with the Clerk or if the matter involves the Clerk, with the ~~Mayor~~Chair of the Personnel Committee.

It may be appropriate for the complaint to be put in writing after the initial discussion ~~as this will enable the formal Grievance Procedure to be invoked,~~ which would then be dealt with in accordance with the Council's Grievance Policy.

2.2.2 Others

Any other party to the eCouncil, other than an employee, who feels he or she is being bullied or harassed should ~~raise their complaint with the Mayor, where possible, or the Monitoring Officer if an informal notification to a Councillor has been unsuccessful at eliminating the problem or where a Councillor is directly involved in the bullying or harassment. Once the matter is reported to the Monitoring Officer at Lewes District Council Seaford Town Councils formal role ceases.~~ The complaint should then be investigated and a hearing held to discuss the facts and recommend the way forward. A member of the public who feels s/he has been bullied or harassed by any Councillors or officers of a council should use the council's official ~~Complaints Procedure~~refer to the Council's Complaints Procedure if an informal approach cannot be taken to resolve matters.

If a complaint is regarding the conduct of a Councillor, this should be raised with the Monitoring Officer at Lewes District Council, as included in the Complaints Procedure. Once the matter is reported to the Monitoring Officer, the Town Council's formal role ceases.

~~2.3 Grievance – Employees only – A meeting to discuss the complaint with the complainant will normally be arranged within five working days of a written complaint being received and will be held under the provisions of the council's Grievance Procedure.~~

~~This meeting will be to discuss the issues raised and a way forward for the member(s) of staff involved. Employees have a right to be accompanied by a work colleague or a trade union representative at this meeting. A full investigation of the complaint will be held by the Clerk or an officer as appointed by the Mayor or committee who is handling the process. It may be appropriate for an external investigator to be involved in order to maintain objectivity and impartiality. The Hearing Panel will publish its recommendations following deliberation of the facts. An action plan should be made available to the complainant to demonstrate how the problem is to be resolved. It may be decided that mediation is required and the council should contact SALC/NALC, an employer's body or ACAS to this effect or the council may offer counselling. The employee will have a right of appeal as established by the Employment Act 2008. At all times the confidentiality of the grievance will be of paramount~~

~~importance in order to maintain trust in the process hence details of the full grievance will not be shared with the full council without prior approval by the complainant. The council will commit not to victimise the complainant for raising the complaint once the appropriate grievance/disciplinary process has been concluded.~~

~~2.4 Disciplinary Action – Following a Grievance Hearing or investigation into allegations of bullying or harassment a full report will be made to all parties and this may result in disciplinary action being taken against the perpetrator of the alleged action/behaviour.~~

~~For Members who the council reasonably believe have been bullying or harassing another person(s) whilst undertaking council activities the action taken must be reasonable and in some cases counselling or training in appropriate skill areas e.g. inter-personal communication, assertiveness, chairmanship etc., may be more appropriate than a penalty. The range of disciplinary sanctions available to the council, where a member has been involved in bullying/harassment include; admonishment and an undertaking not to repeat the process, removal of opportunities to further harass/bully, banning from committees of the council and representation on any outside bodies, a referral to the Local Standards Committee (or equivalent) by the council and/or the aggrieved victim. There may also be a referral to the Police under the Protection from Harassment Act 1997, in the most extreme cases. This list is not exhaustive.~~

2.3 Possible Outcomes

In cases where allegations are made regarding an employee of the Council, this may result in the Council's Disciplinary Procedure being invoked.

The Monitoring Officer at Lewes District Council will deal entirely with any complaints involving the conduct of Councillors and will advise of and implement any sanctions where required.

In extreme cases, the Council may be required to refer details of any harassment to the Police under the Protection from Harassment Act 1997.

2.4 False or malicious allegations

Intentionally false or malicious allegations of harassment or bullying which damage the reputation of a fellow employee/member or other party to the Council, will not be tolerated and will may be dealt with as serious misconduct under the Disciplinary Procedure and/or a referral to the Local Standards Committee Monitoring Officer.

3. RESPONSIBILITIES

All parties to the eCouncil have a responsibility to ensure that their conduct towards others does not harass or bully or in any way demean the dignity of others. If unacceptable behaviour is observed then each individual can challenge the perpetrator and ask them to stop.

~~The council undertakes to share its policy with all members and workers and request that each party signs to demonstrate acceptance of its terms. All new employees will be provided with a copy of this policy.~~

~~A review of the policy shall be undertaken each year (or as appropriate) and necessary amendments will be undertaken by the Clerk and reported to the full council for approval.~~

The Council will undertake to ensure that its members and workers are trained in the processes required by this policy as deemed appropriate.

Adopted : November 2016

Review : November 2019



Seaford Town Council Disciplinary Procedure

1. PURPOSE AND SCOPE

This procedure is designed to help and encourage all Seaford Town Council (the Council) employees to achieve and maintain high standards of conduct whilst at work or representing the Council. The aim is to ensure consistent and fair treatment for all. This procedure is prepared in accordance with the dismissal and dispute resolution procedures as set out in the Employment Act 2008 and the ACAS Code of Practice APR 2009 March 2015.

2. PRINCIPLES

- a) No disciplinary action will be taken against an employee until the case has been fully investigated
- b) At every formal stage in the procedure the employee will be advised of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made.
- c) At all formal stages the employee will have the right to be accompanied by a trade union representative or work colleague during the disciplinary interview.
- d) No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty of dismissal without notice or payment in lieu of notice may be applied.
- e) An employee will have the right to appeal against any disciplinary penalty imposed.
- f) The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.

3. THE PROCEDURE FOR MISCONDUCT and GROSS MISCONDUCT

3.1 MISCONDUCT

3.1.1 The following list provides examples of misconduct which will normally give rise to formal disciplinary action:

- Unauthorised absence from work
- Persistent short-term and/or frequent absences from work without a medical reason
- Lateness for work or poor time keeping
- Inappropriate standard of dress
- Minor breaches of Health and Safety or other rules or procedures
- Failure to perform your his/her job to the standard expected or in line with your job description/objectives
- Time wasting
- Disruptive behaviour
- Misuse of the Council's facilities (e.g. telephones, computers, email or the internet)
- Refusal to carry out reasonable requests or instructions from a line manager
- Smoking in unauthorised areas
- Failure to follow an agreed Council Policy or Procedure

This list is not exhaustive and offences of a similar nature will ~~will~~ may result in disciplinary action being instigated. Persistent or frequent absence on medical grounds and long term sickness absence will be addressed using a procedure ~~for~~ to determine Incapacity.

3.1.2 The following list provides examples of offences which are normally regarded as **gross misconduct**:

- Theft, fraud, deliberate falsification of records, or other acts of dishonesty
- Fighting, assault on another person
- Deliberate damage to property of the Council, its workers or members
- Gross incompetence in the conduct of work
- Gross negligence which results in the Council, its employees or third parties being put at risk.
- Being under the influence of illegal drugs or excessive alcohol
- Bullying including but not limited to Acts of incitement towards or actual acts of discrimination, harassment or victimisation including on the grounds of sex, race, colour, ethnic origin, disability, sexual orientation, age, religion or belief
- Serious acts of insubordination
- Serious breach of duty to keep information of the Council, its service providers and its clients confidential
- Unauthorised entry to computer records
- Serious breach of the Council's Security, Health & Safety, Confidentiality or Email and Internet
- Any action, whether committed on or off the premises, that is likely to or does bring the Council into disrepute
- Serious negligence which causes or might cause significant loss, damage or injury
- Accepting bribes or incentive payments from suppliers
- Unauthorised use of Council funds or credit
- Abuse of Council debit cards or supplier accounts
- Working with an external agency to provide information which would be detrimental to and cause commercial risk to the Council.

This list is not exhaustive and other offences of a similar gravity will may result in disciplinary action being instigated at gross misconduct level which carries a potential penalty of dismissal. ~~Gross misconduct is generally any conduct which places extreme pressure on the mutual trust which exists in an employment relationship.~~

3.2 INFORMAL ACTION

Minor misconduct will usually be dealt with informally, usually in a confidential one-to-one meeting between the employee and line manager. In the case of the Clerk being the individual against whom there is a complaint or allegation, the matter should be handled discreetly by the ~~Leader & Deputy Leader~~ Chairman of the Council (i.e. Mayor) and Chairman of the Personnel Committee and involve an informal meeting initially. However, where the matter is more serious or informal action has not brought about the necessary improvement, the following procedure will be used.

3.3 FORMAL ACTION

3.3.1 The level of warning you an employee may receive for misconduct/gross misconduct will depend on how serious the Council considers the alleged actions to be and ~~your~~ the employee's previous conduct in all the circumstances. In the event of alleged gross misconduct, the formal process may commence at Stage 34 (see 3.4 below).

3.3.2 Disciplinary Letters

If there is a concern about an employee's conduct or behaviour then a letter will be given to the employee advising him/her of the allegation(s) and reasons why this is unacceptable. The letter should invite the employee to attend a meeting at which the alleged misconduct will be discussed and will inform the employee of their right to be accompanied to the meeting. The letter will specify at which stage the disciplinary procedure is being invoked (see three4 stages below) and if invoked at Stage 34 for gross misconduct, the letter will warn that a potential outcome could be dismissal.

The time, date and venue of the meeting will also be advised. Any documents to be produced at the meeting will also be provided.

3.3.3 Disciplinary Meetings

The time and location of a disciplinary meeting should be agreed with the employee and it should be held in a private location with no interruptions. This will normally be without undue delay but allowing the employee time to prepare their his/her case e.g.; where practical, within 5 days of the letter being sent, ~~where practically possible.~~ At the meeting the manager (or in the case of the Clerk being disciplined, the Chairman of the ~~hearing panel~~ Disciplinary Sub-Committee, as the Hearing Panel) will state the complaint against the employee and go through the evidence which has been gathered. The employee will also be allowed to ask questions, present evidence and call witnesses if providing advance notice has been given that he/she/they will do so.

If the employee is unable to attend the meeting due to unforeseeable reasons out of their control (e.g. illness) then the Council will reasonably rearrange the meeting. However, if the employee fails to attend the meeting without good reason the meeting can be held in the employee's absence.

3.4 OUTCOMES AND PENALTIES

Stage 1 - ~~Oral Warning~~ First Stage Written Warning

In the instance of a first complaint that conduct does not meet acceptable standards, the employee will normally be given a ~~formal ORAL WARNING~~ First Stage Written Warning. He or she will be advised of;

- of the reason for the warning,
- that it is the first stage of the disciplinary procedure,
- of the improvement that is required and the timescales for achieving this improvement,
- together with of a review date and any support available (where applicable) and
- that action under Stage 2 will be considered if there is no satisfactory improvement, and
- of his or her right of appeal.

~~A brief note of the oral warning will be kept but it will be spent after 6 months, subject to satisfactory conduct.~~

Stage 2 — Final Written Warning

~~If the offence is a serious one, or if further to previous formal disciplinary action, a WRITTEN WARNING will be given to the employee by the Line Manager. This will give details of the complaint, the improvement required and the timescale. It will warn that action under Stage 3 will be considered if there is no satisfactory improvement and will advise of the right of appeal. A copy of this written warning will be kept on file but it will be disregarded for disciplinary purposes after 12 months subject to satisfactory conduct.~~

If there is a failure to improve and conduct or performance is still unsatisfactory, or the misconduct is sufficiently serious, a Final Written Warning will be given to the employee. This will give details of the complaint, will warn that dismissal may result if there is no satisfactory improvement over a specific given timescale and will advise of the right of appeal.

Stage 3 — ~~Final Written Warning~~

~~If there is still a failure to improve and conduct or performance is still unsatisfactory, or the misconduct is sufficiently serious, a FINAL WRITTEN WARNING will normally be given to the employee. This will give details of the complaint, will warn that dismissal will result if there is no satisfactory improvement and will advise of the right of appeal. A copy of this final written warning will be kept by the Line Manager (or in the case of the Clerk being disciplined by the Chair of the Hearing Panel) but it will be spent after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct.~~

Stage 34 – Dismissal or other sanctions

If conduct is still unsatisfactory and the employee still fails to reach the prescribed standards, or where the Council reasonably believes gross misconduct has occurred, ~~DISMISSAL~~ dismissal may result. ~~Only the appropriately convened hearing panel can take the decision to dismiss an employee.~~ The employee will be given a written statement of allegations against him/her, invited to a meeting and then be notified in writing of the reasons for the decision taken at the hearing. Penalties at this stage may include dismissal with notice or summary dismissal (i.e. without any notice), Final Written Warning with/without demotion, loss of pay or loss of seniority. If dismissal is the outcome, the employee will be advised of the date on which employment will terminate. In all cases the employee has a right of ~~to~~ appeal.

Very exceptionally, if an offence of gross misconduct is extremely serious an employee can be dismissed immediately without a meeting following the Modified Statutory Disciplinary and Dismissal Procedure. In this situation a letter would be sent to the employee setting out reasons for dismissal the alleged misconduct which led to the dismissal, written particulars of the Council's basis for thinking at the time of the dismissal that the employee was guilty of the alleged misconduct and written confirmation of his/her right of an appeal against the dismissal, would be sent to the employee offering the opportunity for an appeal hearing.

3.4.1 Time Limit for Warnings

Disciplinary warnings will remain in force for a specified period of time; this time period will be advised to the employee in writing when being advised of the warning. First Stage Written Warnings will normally be valid for a period of six months and Final Written Warnings normally for a period of twelve months.

Assuming there are no further instances of misconduct or poor performance during this period the warning will no longer be 'live' and will thus be disregarded for future disciplinary purposes, except in agreed special circumstances. In a circumstance where misconduct is so serious that it cannot be realistically ignored for future disciplinary purposes, then this will be set out very clearly in writing with the warning itself.

If there are occasions where an employee's conduct is satisfactory throughout the period the warning is in force only to worsen very soon after and a pattern emerges that there is evidence of abuse, the employee's disciplinary record will then be borne in mind in deciding how long a warning should last.

3.5 SUSPENSION

If ~~you~~ an employee ~~are~~ is accused of an act of gross misconduct, ~~you~~ he/she may be suspended from work on full pay while the Council investigates the alleged offence. Only the appropriately convened committee or Council Officer with delegated powers has the power to suspend. This enables a swift and thorough investigation to occur. Whilst suspended pending disciplinary investigation, regular contact with a nominated person at the Council will be maintained although access to premises, equipment or systems may be denied. The ~~investigator~~ individual/s who compiles evidence for the disciplinary hearing must play no part in the subsequent decision-making to ensure impartiality. The Council will need to consider the implications of such arrangements on its hearing and appeal panel plans early on in the disciplinary process.

3.6 APPEALS

The Appeals stage of the disciplinary process is part of the Code of Practice to which an employee has a right. It can be exercised after any of the stages of disciplinary action for misconduct/poor performance or gross misconduct.

An employee who wishes to appeal against a disciplinary decision should inform the ~~Mayor (or Chairman of the relevant committee)~~ Chairman of the Appeals Committee within five working days, in writing and giving reasons for the appeal. An appeal may be raised if:

- the employee thinks the finding or penalty is unfair
- new evidence has come to light
- the employee thinks that the procedure was not applied properly.

Where possible the appeal will be heard by a separate panel of elected members who have not been involved in the original disciplinary hearing, who will view the evidence with impartiality. The employee will have the right to be accompanied by a colleague or accredited Trade Union official or lay member at the appeal hearing. The outcome of the appeal and reasons for it will be advised to the employee as soon as possible after the meeting and be confirmed in writing.

At the appeal hearing any disciplinary penalty imposed will be reviewed but it cannot be increased. The decision taken at the appeal hearing will be final.

3.7 THE RIGHT TO BE ACCOMPANIED

At each formal stage of disciplinary interview an employee has the right to be accompanied and can make a reasonable request for such a person to accompany them. An employee can ask any other employee or a trade union representative or an appropriately accredited official employed by a trade union to accompany them, to give support and help them prepare for the disciplinary interview. This right is enshrined in the 1999 Employment Relations Act. As this is an internal process there is no provision to have any external person accompany or represent an employee e.g. partner, parent, solicitor etc. The companion can address the hearing, put and sum up the employee's case, respond on behalf of the ~~worker-employee~~ to any views expressed at the meeting and confer with the employee. The companion cannot however answer questions on the employee's behalf or address the hearing if the employee does not wish him/her to, or prevent the employee explaining their ~~his/her~~ case.

3.8 HEARING PANELS

~~The SLCC advise that councils establish hearing panels to hear disciplinary and grievance hearings on an annual basis so that if a dispute does arise in the workplace the elected members involved are already trained and briefed on their duties as a hearing or appeal panel member. In situations where individual members are implicated in the dispute or have undertaken an investigatory role then they will need to be substituted as panel members.~~

The Council establishes a Disciplinary/Grievance Sub-Committee and Appeals Committee at each Annual Meeting. The members of these Committees will be given the opportunity to receive training on dealing with such matters as disciplinary proceedings, grievance procedures and considering appeals.

Where practical, if an individual has undertaken an investigatory role then he/she will be substituted as panel members at any disciplinary or appeal hearings.

Where disciplinary action is taken against the Town Clerk or for some reason the Clerk is unable to have involvement, the Council should look to appoint an external expert to assist throughout the process.

3.9 NOTE-TAKING

It is highly recommended that a note-taker be provided to every meeting/hearing which arises as a result of a disciplinary process, as Employment Tribunals are particularly keen to view contemporaneous notes of events which have led to an employment dispute. If both parties agree, the meeting can be audio recorded. The Councils will need to give this requirement careful consideration in order to respect employee confidentiality.²

3.10 GRIEVANCES RAISED DURING DISCIPLINARIES

~~In some circumstances when a disciplinary process has commenced an employee chooses to exercise his/her right to raise an internal grievance about the employment relationship with the Council or individual Members. The SLCC recommends, in line with ACAS advice, that disciplinary matters are placed on hold until grievances have been aired and actions towards a resolution have been progressed. In exceptional circumstances it is pragmatic to deal with the two disputes concurrently but SLCC would advise caution and specialist advice should be sought if this arises. Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.~~

3.11 CRIMINAL CHARGES OR CONVICTIONS

If an employee is charged with or convicted of a criminal offence not involving the Council, this does not automatically give rise to a disciplinary situation. Consideration needs to be given to how a charge or conviction may affect an employee's ability to undertake his or her job duties and their relationships with the employer, colleagues, subordinates or customers.

4. GETTING IT WRONG

Failure to follow the ACAS Code of Practice (available at www.acas.org.uk) can lead to an Employment Tribunal awarding an uplift of an award against the council of up to 25%. Tribunals dealing with unfair dismissal claims are particularly interested in whether the employer followed a procedure and whether the employer acted fairly and reasonably. One way in which to avoid such a penalty is to have an agreed procedure, communicate that procedure to staff employees and Members, revisit and review the procedure regularly and have some training for those who are expected to operate the procedure.

~~Prepared by Sam Shippen, Town Clerk based on a model produced by Bethan Osborne, National HR Advisor
SLCC~~

Adopted by Council: November 2016
Review Date: November 2019



Seaford Town Council

Grievance Policy

1. PURPOSE AND SCOPE

It is the policy of the Seaford Town Council to give employees the opportunity to air and seek redress for any individual employment grievance which they may have. Grievances may be any concerns, problems or complaints employees wish to raise with the council. This document describes the procedure which aims to facilitate a speedy, fair and consistent solution to an individual employee's employment grievance. This procedure is produced in line with the ACAS Code of Practice on Disciplinary and Grievance Procedures 2016, as set out in the Employment Act 2008.

2. PRINCIPLES

- a) At every stage in the procedure the employee will be given the opportunity to state his or her case before any decision is made.
- b) Grievances will be dealt with promptly and consistently.
- c) At all formal stages the employee will have the right to be accompanied by a work colleague or trade union representative during the Grievance Hearing.
- d) An employee will have the right to appeal against any outcome of a Grievance Hearing.
- e) At no time will an employee be penalised or victimised for having raised a Grievance against the council.

3. PROCEDURE

3.1 Informal Approach

Wherever possible, any grievance should be raised informally with the employee's line manager, or if this is inappropriate with the next level of management.

~~In the case of the Town Clerk raising a grievance this should be directed to the Mayor unless the complaint is about the Mayor in which case the Leader of the Council should handle the Clerk's concerns. in the first instance raised with the Chair of the Personnel Committee, unless the complaint is about the Chair of the Personnel Committee in which case the Mayor should handle the Clerk's concerns.~~

~~The recipient of the grievance from the Clerk share the grievance with the relevant established to handle employment matters and the issues should be treated with discretion and confidentiality at all times. will meet with the employee to discuss the nature of the grievance and establish if an informal approach can be taken, usually by meeting with all involved parties and discussing the concerns.~~

~~Discretion and confidentiality will be upheld at all times throughout this process. If required, the Chair of the Personnel Committee or Mayor, whoever is dealing with a grievance from the Clerk, may wish to seek external professional support during this process.~~

3.2 ~~Written Statement~~ Formal Approach

If the employee does not consider it appropriate to raise the grievance informally, or if requested by the person the employee spoke to informally, then the employee should submit a formal grievance in writing to their line manager, or if this is inappropriate to the next level of management.

If relating to the Town Clerk the grievance should be addressed to the Chair of the Grievance Sub-Committee. Likewise, if the Clerk is making the grievance this should be given to the Chair of the Grievance Sub-Committee.

Upon receipt of a formal written grievance, the Chair of the Grievance Sub-Committee will need to take steps to arrange a meeting of the Grievance Sub-Committee. The Clerk or PA to the Town Clerk can carry out the administration arranging the meeting. The Chair of the Sub-Committee should look to seek external professional support at this meeting.

3.3 Meeting or Hearing

Generally, within a reasonable period of time e.g. five working days of receipt of a written complaint, the line manager or Chair of the Grievance Sub-Committee ~~appropriately convened committee or hearing panel~~ will arrange a meeting with the employee.

The Hearing Manager will endeavour to make the meeting arrangements mutually convenient and will arrange a confidential location, free from interruptions.

The Hearing Manager will investigate the substance of the complaint and hear submissions from the employee concerned together with such other submissions or evidence as s/he shall consider appropriate and take such steps as s/he shall consider necessary to resolve the issue raised. It may be necessary to adjourn the meeting in order for an investigation to take place. Careful consideration of the evidence and the necessary steps required to resolve the problems will be given to the grievance.

The employee may call witnesses by prior arrangement with the panel. There is no right for a Member or employee implicated in an employee's grievance to cross examine the aggrieved during a grievance hearing but the panel may wish to make its own investigations through interviewing these individuals and/or other witnesses separately.

The Panel may ask the employee what he or she would like to happen as a result of raising the grievance and bear this in mind when preparing the response.

It is not practical to expect the entire Grievance Sub-Committee to carry out an investigation in to a grievance. The Sub-Committee would therefore hold a properly convened meeting to initially discuss the grievance with employee. The Chair of the Grievance Sub-Committee should take the lead on investigating a grievance further, if deemed necessary by the Sub-Committee having heard the initial grievance, and report findings back to the Sub-Committee at a further properly convened meeting. The Sub-Committee will then discuss the investigation and findings and agree on a response to the grievance.

At any point in the above stages, external support should be sought where felt necessary to ensure a fair and just process is followed.

3.4 Response

The Hearing Manager will advise the decision to the employee in writing and, where appropriate, include an action plan to assist in the resolution of the problem. Councils which handle internal disputes effectively generally consider the options and costs in a timely fashion, then agree and publicise the workable solutions, monitor, review and learn from the experience. There may be some value in exploring Mediation as a way in which to resolve differences between two parties. ~~The SLCC can advise on approaches and bodies which may be able to assist (nb external organisations may levy a fee for such services)~~

3.5 Appeal

If the employee is dissatisfied with the decision ~~of the line manager on his/her complaint~~ outcome of their grievance, s/he may appeal against the decision to the Appeals Committee Mayor ~~or if the grievance involves the~~

Mayor to the Leader of the Council by written notice within five working days of the decision. An appeal may be raised if:

- The employee thinks the finding, or action plan, is unfair;
- New evidence has come to light;
- The employee thinks that the procedure was not applied properly.

On receipt of the appeal the eCouncil's Appeals Committee Panel shall arrange to meet and consult with the employee, the line manager or Members concerned and any other persons, as s/he the Committee shall consider appropriate without unreasonable delay. This will be a properly convened meeting of the Committee.

The Appeal Hearing Chair shall consider the issues and shall then take all such steps, as s/he may consider necessary to resolve those issues. ~~Where the council's Mayor has chaired the initial grievance meeting the Deputy Mayor or Chair of another committee will hear the appeal as a hearing manager the decision of The Appeal Committee Hearing decision will be final.~~

The eCouncil will need to ensure that the Members involved in the hearings are able to act impartially and reasonably at all times. The outcome of the appeal should be conveyed to the employee in writing in a timely manner.

3.6 ~~Bullying or Harassment~~ Misconduct

If a grievance is deemed to concern the misconduct of another employee, the Council's Disciplinary Procedure will need to be referred to and separate investigations in to the alleged misconduct carried out.

Where the grievance concerns the misconduct/breach of the Code of Conduct of a Member, the employee will be advised that if they wish they can lodge a formal complaint with the Monitoring Officer at Lewes District Council, who will lead an investigation in any allegations made. ~~If a grievance concerns alleged bullying or harassment the matter should be reported promptly to the employee's Line Manager, or another manager/Member if more appropriate, with an indication of the required action. The complaint will then be investigated and any action taken and any resolution achieved will be reported back. If the solution is not satisfactory to the complainant, the matter will be discussed further and, if appropriate, an alternative solution agreed. The decision at this stage will generally conclude the enquiry. If a further appeal or review is available, the employee will be notified. As a result of an investigation into a claim of harassment disciplinary action may be instigated against any alleged perpetrators of the action or in the case of alleged perpetrators being elected Members a Code of Conduct complaint lodged by the council through the Standards process/Ombudsman in Wales, refer to the Dignity at Work/Bullying and Harassment Policy for further details~~

3.7 Right to be Accompanied

At any formal stage of the procedure an employee may be accompanied by a fellow employee of their choice or their trade union representative or official of a trade union (appropriately accredited) but as this is an internal procedure they will not be entitled to be accompanied by any external supporter e.g. partner, parent, solicitor etc. This right to be accompanied is enshrined in the Employment Relations Act 1999. To exercise this right the employee should make a reasonable request. The companion will be allowed to address the hearing, put and sum up the employee's case, respond to views expressed at the hearing and to confer with the employee during the hearing (sometimes in an adjournment) but is not allowed to answer questions on the employee's behalf, address the hearing if the employee does not wish it or prevent the employer from explaining their case.

3.8 Hearing Panels

~~The SLCC advise that councils establish hearing panels to hear disciplinary and grievance hearings on an annual basis so that if a dispute does arise in the workplace the elected members involved are already trained and briefed on their duties as a hearing or appeal panel member. In situations where individual members are implicated in the dispute or have undertaken an investigatory role then they will need to be substituted as panel members.~~

3.9 Confidentiality

So far as is reasonably practicable, the eCouncil will keep any grievance or complaint of harassment confidential between the manager, Member or Committee investigating the grievance or complaint, the employee and the person about whom the grievance or complaint is made. If it is necessary to investigate the matter with any other employee or person, the employee will be so advised.

3.10 Record Keeping

In all cases, written records of the nature of the grievance raised, the employer's response, action taken (with reasons), details of any appeal and subsequent developments will be retained and kept in accordance with the Data Protection Act 1998.

3.11 Grievances raised during Disciplinary Proceedings

In some circumstances when a disciplinary process has commenced an employee chooses to exercise his/her right to raise an internal grievance about the employment relationship with the eCouncil or individual Members. Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related, it may be appropriate to deal with both issues concurrently.~~The SLCC recommends, in line with ACAS advice, that disciplinary matters are placed on hold until grievances have been aired and actions towards a resolution have been progressed. In exceptional circumstances it is pragmatic to deal with the two disputes concurrently but SLCC would advise caution and specialist advice should be sought if this arises.~~

4. GETTING IT WRONG

~~Following the repeal of the 2004 Dispute Resolution regulations employees no longer HAVE to raise a grievance before going to an employment tribunal. However, establishing a mechanism for differences and disputes to be resolved internally can often allow the employment relationship to continue. Failure to follow the ACAS Code of Practice (available at www.acas.org.uk) when dealing with grievances can lead to an Employment Tribunal awarding an uplift of an award against the council of up to 25%. Tribunals dealing with constructive dismissal and discrimination claims are particularly interested in whether the employer followed a procedure when dealing with an internal dispute and whether the employer acted fairly and reasonably. One way in which to avoid such a penalty is to have an agreed procedure, communicate that procedure to staff and Members, revisit and review the procedure regularly and have some training for those who are expected to operate the procedure.~~

Adopted: November 2016

Review: November 2019



Seaford Town Council

Time Off In Lieu Policy

Purpose:

The Council recognises that it may be necessary for employees to undertake work outside of their normal working hours. Any agreement by employees to work additional hours is either contractual or a on a voluntary basis.

The purpose of this policy is to ensure that managers and employees are aware of and understand the Council's time off in lieu (TOIL) arrangements so that they are applied consistently.

Scope:

This policy applies to all employees of the Council with the exception of casuals who work on an ad hoc basis and those whose terms and conditions of employment do not accommodate reimbursement for additional hours worked.

Definition:

TOIL is defined as Time Taken Off In Lieu or time taken off work by employees in recompense for additional hours worked outside of their normal working hours.

TOIL Rates:

TOIL will be accrued at the following rates for time worked in addition to normal working hours:

- ▲ Monday to Sunday – Time

Accruing TOIL:

TOIL accrued will be included on the monthly timesheet for each employee, as will TOIL taken. Each timesheet is signed and authorised by the employee's manager. The core hours of any working day shall be 9.30am to 5pm when office cover is required. Individual team managers must agree any TOIL in advance taken within these core hours to ensure the business needs of ~~STC~~ the Council are met. The core hours at The View and Seaford Head Golf Course shall be as and when set by the relevant managers if as necessary for business needs.

The Council realises that it is unlikely that the Clerk will be able to seek approval in advance for TOIL accrued and therefore places trust in the Clerk to ensure that where additional hours are worked and TOIL accrued, it is done so in a way that meets the business needs of ~~STC~~ the Council as well as the work life balance of the Town Clerk.

The Clerk's monthly timesheet should show all TOIL accrued or taken, being signed and noted by the Mayor.

When attending Council events or events where the employee is invited as a Council employee, it will be down to the employee's manager or Clerk to assess whether TOIL shall be accrued. For example, helping with road closures will accrue TOIL, simply being in attendance at an event will not necessarily unless it can be evidenced that work has been undertaken. In exceptional circumstances for commercial reasons and where commercially viable paid overtime can be authorised by the Town Clerk.

Excessive levels of TOIL should not be accumulated (i.e. more than one standard working week). However, in exceptional circumstances managers have discretion to agree to more. This is however only advised if it is felt that employee will be able to take the TOIL within three months (see Using TOIL section).

Any suspected abuse of TOIL may be treated as a disciplinary matter.

Using TOIL:

TOIL can only be taken if agreed, in advance, with the employee's manager. Any requests will be considered in line with staffing levels and operational requirements. The Clerk will be responsible for allocating the use of his/her own TOIL at times when it is deemed suitable.

TOIL should be taken as soon as possible after accrual. One example of good practice is for an employee to come in later than ~~your~~-his/her normal starting time the day after attending an evening meeting to redeem any TOIL accrued.

In exceptional circumstances where due to service delivery needs TOIL cannot be accommodated within the 12 month period, the employee can request payment for the hours owed providing the employee is on SCP 28 or less. This request should be made in writing by employees to their managers.

Working Time Regulations:

The Council has a duty to protect the health and safety of its employees by ensuring that they do not work excessive hours and that, where necessary for them to work additional hours, they are appropriately recompensed.

When agreeing the accrual of TOIL, the manager must ensure that the employee's working hours adhere to the requirements of the Working Time Regulations. If the employee's weekly working hours will exceed the 48 hours maximum, the manager must ensure that the employee completes an opt out form. The opt out form can be obtained from the Support Services Manager and must be retained in the employee's personnel file.

Adopted: November 2016

Review: November 2019



SEAFORD TOWN COUNCIL



Training & Development Policy

1. Introduction

Seaford Town Council (STC) recognises the importance of training and continued Professional Development (CPD) for both Members and Officers. STC encourages all Members and Officers to take full advantage of the training on offer through the various agencies and that individual records will be retained. An amount is included within the estimates/budgets, and current training events will be included on the Finance & General Purposes Committee (F&GP) agenda.

2. Types of Training

Training needs can be met in a number of ways: -

a) Conferences

There are a number of conferences which are of benefit to Members and Officers. In particular both members and officers may attend the National Association of Local Councils (NALC) Annual Conference whilst the Clerk attends the Society of Local Council Clerks (SLCC) Conferences.

b) Seminars

i) Free training seminars/events are provided via the County Training Partnership (CTP) and the Sussex Association of Local Councils (SALC). In addition events particularly on planning matters have in the past been hosted by LDC.

c) Other Training

There are a number of other training sessions arranged each year. Many of these incur a charge/fee.

d) CILCA

The Certificate in Local Council Administration is a requirement for Quality Status and the present Clerk has this qualification.

Policy 1

i) **STC will consider nominating up to two persons to attend the NALC Annual Conference. This will normally be one Member and the Clerk. (In those instances where the Clerk's expenses are directly paid by NALC – then the second place may be filled by a second Member).**

ii) **STC will nominate the Clerk to attend SLCC Conferences. (SLCC Annual Conference, SLCC Larger Local Council Conference).**

Policy 2

STC will encourage all Members/Officers to take full advantage of these training events.

Policy 3

STC will encourage all Members/Officers to attend training events which Council feel to be relevant subject to sufficient funding.

Policy 4

STC recognizes the need for their Clerk to have the CILCA and it will be a requirement for all future Clerks to have this qualification or be actively working toward it within a set timetable.

3. Training Needs

a) Members

Training for Members is an on-going process. It begins with Induction Training following elections and continues throughout each term of office.

The following lists identified need: -

a) Induction Training –

Recommended for all Councillors via

- In-house
- CTP – How to be a good Councillor

b) Specific Training

Recommended for all Councillors

- Code of Conduct
- Planning
- Various as identified

Provided by "experts" in the field i.e. District, County Councils.

c) Other

Recommended for Mayor/Deputy Mayor of Council and Chairs/Vice Chairs of committees and sub-committees : -

- Chairmanship Skills
- H&S – Playground, Cemeteries etc

b) Officers

Needs are identified in a number of ways i.e. Appraisals, discussion etc. STC recognize the need to ensure Officers are up to date with legislation, information etc and training is provided by

- SLCC
- County/District Council

Policy 5

STC recognizes the need for continual training and continuing professional development and will ensure by making the necessary resources available that Members and Officers receive the necessary training to enable them to carry out their roles efficiently and effectively. This will be achieved by: -

- a) The Clerk attending the SLCC Conferences each year**
- b) The Clerk and one Member will attending the NALC Conferences each year**
- c) All new members will receive in-house induction training after being elected/co-opted**
- d) All newly-elected first-time Members will be encouraged to attend the appropriate training courses**
- e) All Officers/Members are encouraged to identify specific training needs and STC will look to ensure proper training for these as and when necessary.**

4. Resources

Policy 6

Seaford Town Council will set an annual training budget and requests for training will not normally exceed the agreed budget. The Council has to recognize that resources are finite and all requests for training include a cost for traveling and need to be approved by the F&GP Committee

5. Impact of Training

The direct impact of training is not always visible immediately – however the long-term goal is always to ensure both Members and Officers are both informed and equipped to carry out their role.

Policy 7

All Members/Officers attending training will ensure they complete their individual log-book/development record and provide a brief report back for members within one month of attending any course/conference.

Seaford Town Council

Training Report Form

Subject of Training

Date

Venue

Training Aim	
Brief Details	
Recommendation (if any to STC)	

Signed

Date



Seaford Town Council

Report 80/16

Agenda Item No:	9
Committee:	Council
Date:	10th November 2016
Title:	Request to use Coat of Arms
By:	James Corrigan, Town Clerk
Purpose of Report:	To present details of a request by Seaford Bridge Club to use the Council's Coat of Arms.

Recommendations

You are recommended:

- 1. To consider a response to the request by Seaford Bridge Club.**

1. Information

A request has been received by Seaford Bridge Club to use the Town Council's Coat of Arms, as below:

'We, the Seaford Bridge Club, are currently working on the design of a website for our Club and would like to include the Seaford Town Council Coat-of-Arms in the banner on our Homepage for two very basic reasons – it uniquely identifies our Club with the town and it is a very attractive and colourful design.

Our Club has been in existence for over 50 years, and meets twice a week in Seaford; we currently have 93 members, some of whom travel in on a regular basis from Eastbourne, East Dean, Peacehaven and Newhaven.

Would the Town Council kindly consider our request to use its Coat-of-Arms on our website, and advise us of your decision as soon as possible. Thank you.'

Legally the Council must give approval for any use of its Coat of Arms, as is the case with Seaford Silver Band who wear the Arms on their jackets. Members are therefore now asked to consider the above request and whether the Council grants its approval.

2. Financial Appraisal

There are no financial implications as a result of this report.

3. Contact Officer

The Contact Officer for this report is James Corrigan, Town Clerk

Town Clerk



Seaford Town Council

Report 82/16

Agenda Item No:	10
Committee:	Council
Date:	10th November 2016
Title:	Rugby Club Lease Extension Proposal
By:	Craig Williams, Projects & Facilities Manager
Purpose of Report:	To consider a request from Seaford Rugby Club to extend its lease for a period of 30 years.

Recommendations

You are recommended:

- 1. To consider approving extending the lease with Seaford Rugby Club for 30 years;**
 - 2. To delegate to Officers the power to agree terms of the lease with all Councillors electronically before finalising. If there is any disagreement by Councillors on the content of the lease then this will be brought back to Full Council.**
-

1. Information

- 1.1** Recently Seaford Rugby Club has gained funds to pursue a significant refurbishment and extension to the club house and landscaping to the grounds immediately surrounding the building.
- 1.2** To pursue this further Seaford Rugby Club has enquired whether they can extend the lease period for 30 years to ensure the investment is ratified.
- 1.3** Planning permission has already been granted to extend the building to include a new set of changing rooms, terrace, revamped kitchen and serving area. The work would secure a long-lasting effect on Seaford Rugby Club and its membership now and in the future for seniors, juniors and ladies.
- 1.4** Seaford Rugby Club are an expanding club with this year a ladies team taking part for the first time in their history, the club encourages new members with regular open days and are keen to extend the facilities to all in the local community who might be interested.
- 1.5** For the 2015/2016 Financial Year, the rent from the Club was £75 per annum as they are on a fully inclusive lease with interior and exterior responsibilities. This will be reviewed as part of the agreement with annual rises as per RPI, there is also an additional income of around £5,400 in pitch fees per annum. Pitch fees are received for scheduled matches, training and ad hoc events held/hosted by the Club.
- 1.6** The Rugby Club originally took on a lease of 25 years to 31st August 2022. This was extended for a further 10 years to 31st August 2032 with a supplemental lease in 2014. Both leases are included at Appendix A to the report.
- 1.7** The proposal is to offer a new 30 year lease that would likely take effect from 1st April 2017 and run to 31st March 2047.

1.8 Members will note that the recommendation has been worded carefully to reflect the wishes of the Council with regards to the approval of leases going forwards.

2. Financial Appraisal

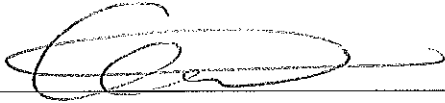
There will be a small legal cost to finalising the lease, anticipated to be no more than £500.

As mentioned at 1.5, the rent will be reviewed which will result in additional income per annum. Exact figures are not yet finalised but will be circulated to all Councillors with the terms of the lease before finalising.


3. Contact Officer

The Contact Officer for this report is Craig Williams, Projects & Facilities Manager.

Projects & Facilities Manager



Town Clerk



Dated 8th October 1998

LEWES DISTRICT COUNCIL

to

MR M G LOVESAY and others
(the trustees of
Seaford Rugby Football Club)

COUNTERPART

LEASE

of

Salts Hall
Salts Recreation Ground
Seaford

Commencing:	1 st September 1997
Term of years:	25
Expiring:	1 st September 2022
Rent per annum: (subject to review)	£50
Rent review every:	3 years
Deed Packet:	277

Open Market Rack Rent

DP 277A

THIS LEASE made the *eight* day of *October 1997/1998*
BETWEEN LEWES DISTRICT COUNCIL of Lewes House High Street
Lewes East Sussex BN7 2LX (hereinafter called "the Council") of the one part
and MICHAEL GORDON LOVESAY of 27 Homefield Road Seaford East Sussex
DAVID CLEATON of 12 Hindover Road Seaford East Sussex and PETER JOY of
21 Fitzgerald Avenue Seaford the trustees of Seaford Rugby Club (hereinafter called
"the Lessee") of the other part
WITNESSETH as follows:

Definitions

1. In this Lease the following terms have the meanings set against them:

- (1) the demised premises: the property described in the Schedule hereto
- (2) the term hereby granted: 25 years commencing on 1 September 1997
- (3) the permitted use: As a club house for the Seaford Rugby Football Club and any use reasonably ancillary thereto
- (4) the Initial Rent: £50 per annum
- (5) Rent Day: the first day of September in every year

Interpretation

2. In the interpretation of this Lease

- (1) "the Council" includes the person for the time being entitled to the reversion immediately expectant on the termination of the term hereby granted
- (2) "the Lessee" includes the assigns and successors in title of the Lessee and the person in whom for the time being the demised premises are vested for the term hereby granted
- (3) whenever the demised premises are vested in more than one person for the term hereby granted every covenant on the part of the Lessee herein contained shall be deemed to be made jointly and severally by those persons
- (4) where there is a reference to a notice consent permission or licence to be given or granted by the Council such notice consent permission or licence shall properly be given if given under the hand of their Chief Officer Solicitor Clerk Secretary or Surveyor for the time being
- (5) a reference to a statute shall refer to the statute as amended at the date of this Lease and shall include any subsequent statutory amendment or re-enactment thereof
- (6) "the bank" means Barclays Bank PLC or the bank which is the successor to the business of that bank or if any such bank ceases to trade in circumstances that no one bank succeeds to that business such member of the Committee of London Clearing Bankers as the Council nominates

Habendum

TO HOLD the same unto the Lessee for the term hereby granted (determinable nevertheless as hereinafter mentioned) PAYING THEREFOR for the first year of the term hereby granted the Initial Rent and for each subsequent year thereof the Adjusted Rent defined in Clause 4 hereof to be paid by equal annual payments in advance on the first day of September in every year without any deduction whatsoever the first payment in respect of the period from the commencement date to the next ensuing Rent Day after the date hereof to be paid on the execution hereof

*Determination
of rent for
residue of term
Rack Rental*

4. In this Clause:-

(1) "the Adjusted Rent" means the Initial Rent multiplied by the Variable Factor

"Adjustment Date" means the first day of August in every year

"the Index" means the Index of Retail Prices published by the Department of Employment or by any other Department Ministry or other body upon which the duties in connection with the Index devolves

"Index Date" means the base date of the Index

"New Index Date" has the meaning given in Sub-Clause (2) of this Clause

"the Variable Factor" means:-

(i) if the Index Date remains 13th January 1987 the fraction of which the denominator is 157.5 and the numerator is the Index Figure last published before the Adjustment Date.

(ii) if the Index date does not remain 13th January 1987 the composite fraction calculated under Sub-Clause (2) of this Clause

(2) If the Index Date does not remain 13th January 1987:-

(a) "New Index Date" means the Index Date last fixed

(b) "the Variable Factor" shall be calculated by ascertaining what the Variable Factor would have been had the New Index Date been an Adjustment Date and at the next Adjustment Date multiplying that factor by a second fraction of which the denominator is 100 and the numerator is the Index Figure last published before that Adjustment Date

(3) In no circumstances shall the rent payable hereunder be less than the rent payable for the immediately preceding year of the term hereby granted

LESSEE'S

COVENANTS 5. The Lessee hereby covenants with the Council as follows:

To pay rent

(1) (a) To pay unto the Council during the term hereby granted and during any statutory extension thereof the Initial Rent and the Adjusted Rent defined in Clause 4 hereof on the days and in manner aforesaid without any deductions whatsoever and without exercising any right of set-off

(b) To keep such part of the land forming part of the demised premises as is from time to time undeveloped and the grass gardens and any trees shrubs and hedges (if any) in proper and neat order and condition and free of any noxious weeds and any ditches streams culverts and watercourses properly cleaned and cleared and the banks thereof in proper repair and condition and in particular not to deposit or permit or suffer to be deposited any waste spoil or refuse whatsoever

(c) To pay a fair proportion (to be agreed so long as the reversion immediately expectant upon the term hereby granted remains vested in the Council between the Council's Surveyor on the one hand or in respect of any other person in whom the immediate reversion becomes vested between such surveyor as that person may appoint for the purpose and the Lessee on the other hand) of the expenses payable in respect of repairing renewing cleansing and lighting all party walls fences sewers drains water pipes gas pipes electricity cables and other like things the use of which is common to the demised premises and other premises and in default of agreement as aforesaid such fair proportion to be determined by a single surveyor acting as an independent expert and not as an arbitrator and to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final and his fee shall be equally shared or borne by the parties hereto

*Repair of fire
damage etc*

(5) Subject to the provisions of Clause 7(2) hereof in the event of the demised premises or any part thereof or the landlord's fixtures and fittings therein being damaged or destroyed by fire or other risk insured against then and as often as the same shall happen diligently and with all convenient speed completely to repair reinstatè or rebuild as the case may be the demised premises and the landlord's fixtures and fittings in or upon the same in a good and substantial manner and so as to render the same fit for use to the reasonable satisfaction of the Council's Surveyor

To paint

(6) In every third year of the term hereby granted and also during the last year thereof (howsoever determined) to paint in a proper and workmanlike manner the outside wood iron and other parts heretofore or usually painted of the demised premises and all additions thereto with three coats of good quality paint suitable for external use and for the surface and material to which it is to be applied and the colour or colours of which shall first have been approved in writing by the Council's Surveyor And once in every five years of the term hereby granted and also in the last year thereof (howsoever determined) to paint in a proper and workmanlike manner all the inside wood iron and other parts heretofore or usually painted of the demised premises and all additions thereto with two coats of good quality paint suitable for the surface and material to which it is to be applied And on the occasion of every such external painting to varnish or colour the external parts usually or previously so dealt with and on the occasion of every internal painting to varnish wash stop whiten and colour all such parts as have previously been or are usually so dealt with and to repaper with suitable paper of good quality the parts previously or usually papered

(c) the Lessee shall on no fewer than four occasions in each year (calculated from the first day of September) on being given at least two months notice by the Council permit without charge free use of the changing facilities in the hall (part of the demised premises) to those persons participating in authorised sporting activities on the rugby pitch adjacent to the demised premises

Not to sell or supply intoxicants or to hold auctions

(12) Not to hold or permit or suffer to be held any sale by auction on the demised premises or any part thereof nor to use the premises for residential purposes nor except with the prior written consent of the Council to use or suffer to be used the demised premises or any part thereof for the sale or purchase of second-hand goods

Not to permit nuisance

(13) Not to do or commit or permit or suffer to be done or committed upon the demised premises or any part thereof any act or thing which shall or may be or become a nuisance annoyance or disturbance to the Council or to the owners lessees or occupiers for the time being of any adjoining or neighbouring property or to the neighbourhood

Not to make alterations

(14) Not without the prior written consent of the Council to erect or permit or suffer to be erected any other building structure pipe wire or post on the demised premises or make or permit or suffer to be made any alteration or addition whatsoever in or to the demised premises (or any buildings or additions which may be erected thereon with such consent as aforesaid) either externally or internally nor to cut maim or injure or suffer to be cut maimed or injured any of the roofs walls timbers wires pipes drains appurtenances fixtures or fittings thereof

Against advertisements on windows and projecting advertisements

(15) (a) Not to carry out or permit the painting or writing of any notice or advertisement whatsoever whether permanent or temporary on the glass of the windows or doors of the demised premises or (except with the previous written consent of the Council) the affixing or display of any bill notice doorplate sign or advertisement which projects over any street or land over which the public has access

As to advertisements

(b) Without prejudice to the provisions of sub-clause (15)(a) not to exhibit put up or permit upon any part of the exterior of the demised premises without the previous consent in writing of the Council any bill notice doorplate sign or advertisement other than such as relate solely to the permitted use PROVIDED AND IT IS HEREBY DECLARED THAT if any bill notice doorplate sign or advertisement displayed in or upon any part of the exterior of the demised premises or in or upon any part of the exterior of any building thereon or in or upon any part of the interior of the demised premises which is visible from outside the demised premises shall in the opinion of the Council's Surveyor be unsightly undesirable or objectionable then the same shall be removed by the Lessee within twenty four hours after the receipt by the Lessee of notice requiring the Lessee so to do

Not to prejudice insurance

(16) Not at any time to do or suffer to be done anything which may render any increased or extra premium payable for the insurance of the demised premises against loss or damage by fire or other risk insured against or which may make void or voidable any policy for such insurance

part of the demised premises any steam gas or electric or other boiler engine machine or mechanical contrivance

(25) Not at any time to obstruct or suffer or permit to be obstructed any estate roads on the estate of which the demised premises form part by the parking of vehicles thereon and to do all things in the Lessee's power to prevent such parking by the Lessee's invitees customers and servants

To insure

(26) (a) At all times to keep the demised premises and all additions thereto insured to the full cost of reinstatement under a policy complying with the terms of this Clause

(b) To produce to the Council on demand (but not more often than once in every year unless any building on the demised premises is destroyed or damaged in circumstances that might give rise to an insurance claim) the insurance policy effected pursuant to this Clause and the receipt for the last premium paid thereon or (at the option of the Lessee) evidence from the insurers of the full terms of the policy and that the same is still in force and to produce to the Council as soon as received any endorsement varying the terms of the insurance policy or a copy thereof or sufficient evidence of the contents thereof

(c) An insurance policy complies with the terms of this Clause if:

(i) it is effected in the joint names of the Council and the Lessee and in the names of such other persons interested in the demised premises as either the Council or the Lessee shall from time to time reasonably require

(ii) it provides cover against loss or damage by any of the following risks (in this Clause called "insured risks") to the extent that such cover is for the time being available for buildings of the type of the demised premises: fire lightning and explosion Together with such other risks against which the Council shall from time to time reasonably deem it prudent to insure

(iii) it insures an appropriate percentage of the rebuilding cost for professional fees incurred in rebuilding or reinstating any building destroyed or damaged by an insured risk and three years' loss of rent

(iv) it is effected with Zurich Insurance Company or some insurance office of repute

COUNCIL'S

COVENANTS 6.

*Quiet
enjoyment*

(1) The Council hereby covenants with the Lessee that The Lessee paying the rent or rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed may peaceably and quietly hold and enjoy the demised premises during the term hereby granted without any lawful interruption by the Council or any person rightfully claiming under or in trust for the Council

Lessee by registered post or the recorded delivery service addressed to the Council at its offices in Lewes House 32 High Street Lewes East Sussex or left for the Council at its office aforesaid and that any demand or notice sent by registered post or the recorded delivery service in either case shall be assumed to have been delivered in the usual course of post

Rights of Council (7) This Lease is executed by the Council as freeholder of the demised premises and nothing herein contained shall be deemed to affect the powers authorities and rights of the Council as a local authority or as owners of any other property

Marginal notes (8) The marginal notes to this Lease are inserted for convenience of reference only and shall not be taken into account for the purpose of construing the meaning or effect of anything herein contained or implied or for the purpose of defining the rights or liabilities of the parties hereunder

8. (1) It is hereby expressly agreed that so long as the demised premises shall be held by the Lessee in trust for the said Seaford Rugby football Club the Lessee shall be liable under the lessees covenants herein only to the extent of the assets vested in them or any other person in trust for and for the benefit of the said Seaford Rugby Football Club

(2) In the event of the rugby pitch or pitches which are adjacent to the demised premises not being available for hire to the Seaford Rugby Football Club then the Lessee shall have the right to determine this Lease and upon the Lessee giving notice in writing to the Council of such determination this Lease shall thereupon be determined and the obligations of the parties shall absolutely determine without prejudice to any antecedent rights and liabilities hereunder

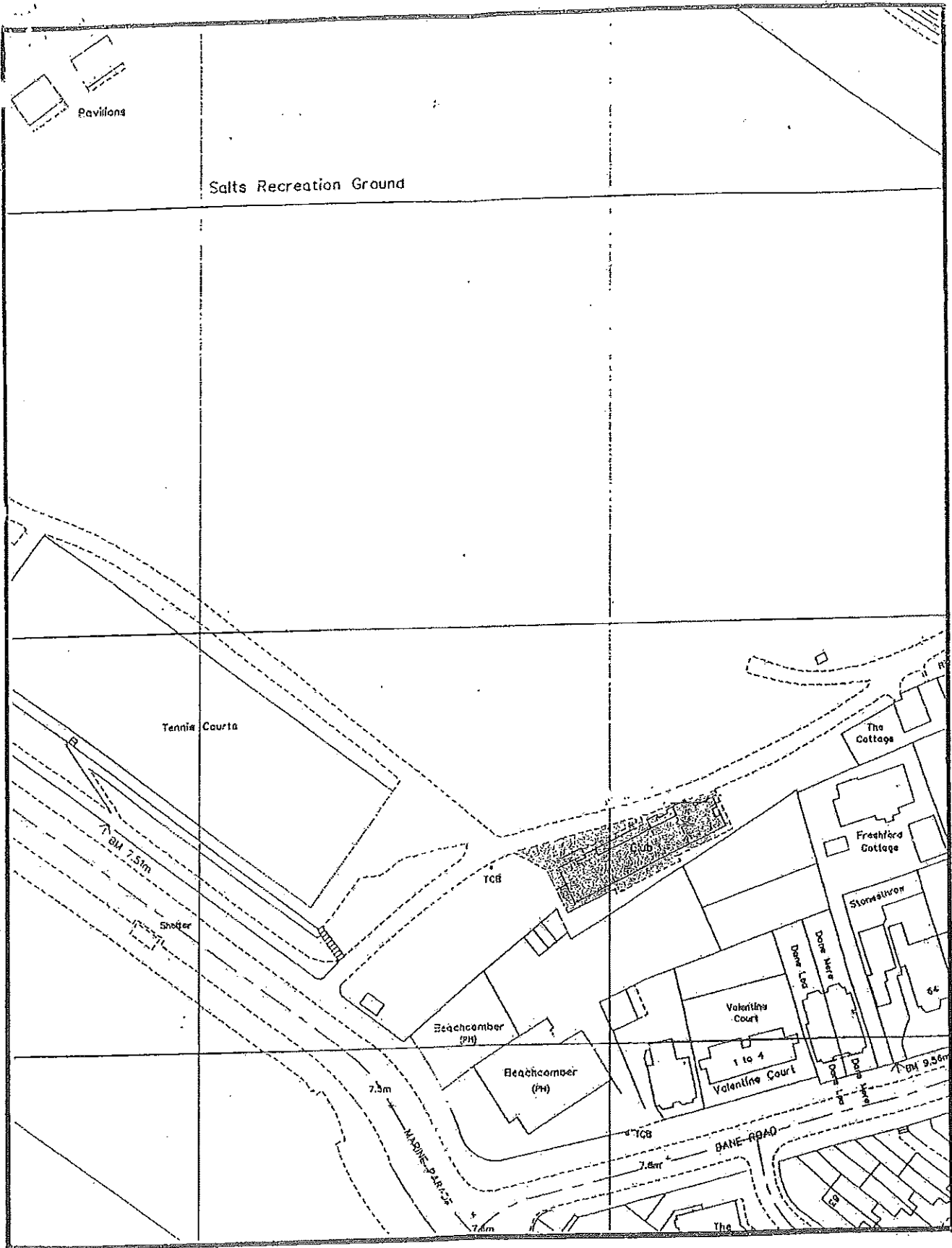
9. The Lessee with full title guarantee hereby surrenders and assigns to the Council the existing lease of part of the demised premises dated 11th October 1995 and made between the Council of the first part and the Lessees of the other part

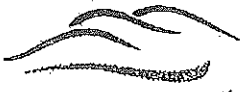

10. It is hereby certified that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the parties hereto have executed this Lease as a deed the day and year first before written

SCHEDULE
(The demised premises)

ALL THAT the Clubroom and premises at the Salts Recreation Ground Seaford as the same is for the purpose of identification only coloured pink on plan number EVS89/94 annexed hereto



 Lewes District Council Estates & Valuation Services	SEAFORD RUGBY FOOTBALL CLUB, THE CLUBROOM, THE SALTS RECREATION GROUND, SEAFORD.			
	O.S. MAP REF: TV 4799SE	DEED PACKET NO: 277	SCALE: 1:1250	
			REV: A	53

... the Ordnance Survey map with the sanction of the Controller of

Supplemental lease

DATED _____ 201[]

(1)SEAFORD TOWN COUNCIL

(2)SEAFORD RUGBY FOOTBALL CLUB LIMITED

SUPPLEMENTAL LEASE

of property known as

SALTS HALL SALTS RECREATION GROUND SEAFORD

THIS LEASE is made on

2014

BETWEEN:

(1) Seaford Town Council Hurdis House of 37 Church Street Seaford East Sussex BN25 1HG (the "Landlord")

(2) Seaford Rugby Football Club Limited (Company registration number 060707269) whose registered office is at 6 Alexandra Close Seaford East Sussex BN25 2XA (the "Tenant")

1. DEFINITIONS

In this lease, unless the context otherwise requires, the following terms and expressions have the following meanings:

Contractual Term	a term of 10 years running from and including the 1st day of September 2022
EPC	an energy performance certificate and recommendation report, as defined in The Energy Performance of Buildings (England and Wales) Regulations 2012;
First Lease	a lease dated 8 th October 1998 and made between (1) Lewes District Council and Michael Gordon Lovesay and others the Trustees of Seaford Rugby Club a copy of which is attached to this lease;
Incorporated Terms	all of the terms, covenants, provisos and conditions contained in the First Lease, as modified by Schedule 1 of this Lease, but excluding: (a) the term demised by the First Lease; (b) any terms of the First Lease that are deleted by the terms of Schedule 1 of this lease;
Property	the property demised by the First Lease and known as The Clubroom and premises at the Salts recreation Ground Seaford and which is shown for the purpose of identification only on the Plan attached to the First Lease (including all additions and improvements made to it)
Rent	Fifty pounds per annum (£50.00) per annum;
Term	the Contractual Term, together with any extension, holding-over or continuation of it;
Title Matters	any covenants, easements, rights or other matters affecting the Property, including any contained in or referred to in the First Lease;
VAT	Value Added Tax as defined in the Value Added Tax Act

	1994, or other substituted tax of a similar nature;
the 1954 Act	the Landlord and Tenant Act 1954;
the 1995 Act	the Landlord and Tenant (Covenants) Act 1995;
the 2002 Act	the Land Registration Act 2002;

1. INTERPRETATION

In this lease:

- 1.1 covenants and obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally;
- 1.2 references to the Landlord includes the person or persons from time to time entitled to the reversion immediately expectant upon the determination of the Term, and references to the Tenant includes its successors in title and assigns in whom this lease is for the time being vested;
- 1.3 references to this lease include any licence, variation, addition, qualification or supplemental document relating to it made between the Landlord and the Tenant (whether or not any person who is a Guarantor is a party to it), and references to the First Lease include any licence, variation, addition, qualification or supplemental document relating to that lease (apart from this lease) and made between the parties to it (whether or not any person who was a guarantor to that lease was a party to it);
- 1.4 words denoting one gender include the other genders, and words denoting persons include firms and corporations and vice versa, and any reference to a company includes a limited liability partnership or other body corporate;
- 1.5 words importing the singular number include the plural and vice versa;
- 1.6 any obligation of the Tenant not to do, or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by another;
- 1.7 except for any reference to the Town and Country Planning (Use Classes) Order 1987 (which is taken to mean that Order as it is enacted at the date of this lease), a reference to a statute or a statutory instrument includes any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and a reference to a statute includes statutory instruments and regulations made pursuant to it;
- 1.8 references to the determination of the Term include the ending of the tenancy created by this lease whether before, on, or after the expiry of the contractual term of it;
- 1.9 the clause, paragraph and schedule headings are not to be taken into account in the construction and interpretation of this lease.

2. DEMISE AND RENTS

The Landlord demises the Property to the Tenant for the Contractual Term, together with [insofar as the Landlord is able to grant them] the rights granted by

the First Lease, but except and reserving the rights excepted and reserved by the First Lease, and subject to all rights, easements, quasi-easements, restrictive covenants and liabilities affecting the Property, including (but not limited to) the Title Matters, the Tenant paying to the Landlord as rent throughout the Term (and proportionately for any part of a year):

- 2.1 the Rent by annual instalments on the first day of September in every year
- 2.2 all other sums specified for payment by the tenant to the landlord under the First Lease in the manner and at the times therein specified.

3. **TERMS OF THIS LEASE**

- 3.1 This grant is made upon the terms of this lease and includes the Incorporated Terms as if they were set out in full in, and related to the property demised by, this lease.
- 3.2 For the purposes of this lease only, the terms of the First Lease are modified as set out in Schedule 1, and this lease is therefore to be read and construed accordingly.

4. **LANDLORD AND TENANT COVENANTS**

- 4.1 The Tenant covenants with the Landlord to comply with the following provisions throughout the Term:
 - 4.1.1 to pay to the Landlord the Rent, without any deduction or set-off, at the times and in the manner stated and (if required by the Landlord at any time) to make any or all of such payments by bankers' standing order or direct debit;
 - 4.1.2 to pay all VAT which is chargeable upon every VAT supply made by the Landlord to the Tenant under this lease;
 - 4.1.3 to perform all of the covenants and conditions on its part contained in, referred to or incorporated into this lease.
- 4.2 The Landlord covenants with the Tenant, for so long as the reversion immediately expectant upon the determination of this lease is vested in it, to perform all of the covenants and conditions on its part contained in, referred to or incorporated into this lease.

5. **GENERAL PROVISOS**

5.1 **Notices**

- 5.1.1 All applications, notifications, consents, approvals and notices under this lease must be in writing.
- 5.1.2 Unless the receiving party acknowledges receipt, a notice is valid only if it is given by hand, sent by special or recorded delivery, or sent by fax (provided in the case of sending by fax, the fax is properly addressed and transmitted, as evidenced by a fax delivery report) and served:
 - (a) at its registered office where the receiving party (whether Landlord, Tenant or Guarantor) is a company incorporated in the United Kingdom; or

- (b) where the receiving party is the Tenant, at the Property; or
- (c) where the receiving party is the Landlord or the Guarantor, at that party's address shown in this lease, or at an address specified in a notice given by that party to the other parties.

5.1.3 Unless it is returned through the postal service undelivered, a notice sent by special delivery or recorded delivery is to be treated as served on the third working day after posting, whenever (and whether or not) it is received.

5.1.4 A notice sent by fax is to be treated as served on the day on which it is sent unless the fax is sent after 4.00pm, or sent on a day that is not a working day, in which case service is on the next working day.

5.1.5 For the purposes of this clause a working day is any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a statutory bank holiday.

5.2 Disputes as to rights

Any dispute between the Tenant and any owner or occupier of adjoining or adjacent land of the Landlord, which relates to any easement or right in favour of, or affecting, the Property, or to party or other walls separating the Property from any other property, or to any other matter arising out of this lease, must (where the Landlord is not a party) be referred to the Landlord and will be determined by the Landlord.

5.3 No implied easements

Except for such rights expressly granted to the Tenant in this lease, this lease does not operate to create or convey in favour of the Tenant any rights, privileges or easements over the Building or any other property, and to that extent any rights implied by section 62 of the Law of Property Act 1925 are excluded.

5.4 Third party rights

Save as expressly provided none of the provisions of this lease are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this lease.

5.5 Compensation

Any statutory right of the Tenant to claim compensation from the Landlord whether on vacating the Property or otherwise, is excluded to the extent that the law allows.

5.6 Jurisdiction

This lease is governed by and interpreted in accordance with the laws of England and (except where there is a valid submission to arbitration under English law in accordance with this lease) the parties submit to the non-exclusive jurisdiction of the courts of England.

EXECUTED as a deed and delivered on the date shown at the beginning of it.

SCHEDULE 1

Modifications to the First Lease

1 Registration of lease

1.1.1 If this lease should be registered at HM Land Registry under the 2002 Act the Tenant covenants with the Landlord:

- (a) to use its best endeavours to procure that the Tenant is registered at HM Land Registry as proprietor of this lease as soon as reasonably possible; and
- (b) to use its best endeavours to procure that all rights granted or reserved by this lease are properly noted against the affected titles; and
- (c) to deliver to the Landlord within ten days of registration official copies of the registered title evidencing that the Tenant is the registered proprietor of this lease.

3.1.2 The Landlord is not liable in respect of any loss arising out of a failure by the Tenant to register this lease or any of the rights granted in this lease at HM Land Registry.

2 Energy performance

3.2.1 The Tenant covenants with the Landlord, at its own cost, and at the reasonable request of the Landlord, to comply with any recommendations contained in an EPC relating to the Property.

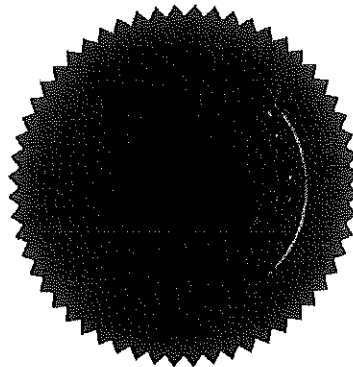
3.2.2 The Tenant covenants with the Landlord not to obtain an EPC for the Property, or any part of it, unless required by a statutory or regulatory requirement, and only then with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

EXECUTED as a DEED by)
 Seaford Town Council by)
 S.J. SHIPPEN, TOWN CLERK)

EXECUTED as a DEED by)
 [SEAFORD RUGBY)
 FOOTBALL CLUB LIMITED)
 acting by [a director and its)
 secretary][two directors]:)

Name of Director:

Signature:





Seaford Town Council

Report 81/16

Agenda Item No:	11
Committee:	Council
Date:	10th November 2016
Title:	Request by Seaford Community Partnership for Seaford Town Council to manage and maintain new artist designed seating at "The Pier".
By:	Craig Williams, Projects & Facilities Manager
Purpose of Report:	To present an update report from Seaford Community Partnership on the "Pier Project" and seek approval for the Council to take ownership of the seats and fence panels on the Pier.

Recommendations

You are recommended:

- 1. To approve the Council taking ownership and future maintenance responsibility for the seats and fence panels on the Splash Point Sea Defence Groin (the Pier) for a period of 10 years.**
- 2. Also that the opportunity to sponsor the new seating, to provide it a no cost to local taxpayers, is included in the Town Council's memorial brochure.**

1. Information

- 1.1** Attached at Appendix A is a report written by the Chairman of the Seaford Community Partnership giving an update on the Partnership's Pier Project and seeking approval from the Council that the new seats and fence panels as part of the Pier Project be included in the Council's Memorials Brochure as an option for sponsorship.
- 1.2** The proposal is that the Council agree to take ownership of the seat units and the future maintenance responsibilities for a period of 10 years. At the end of the 10 year period, the Council would maintain the right to either remove or replace the seating units and fence panels.
- 1.3** As mentioned in the report, the Partnership have the funds to install the first of six seat units.
- 1.4** The Partnership would work in conjunction with the Council to get sponsorship towards the seat units, the 'stream' and the fence panels. This sponsorship will then go towards the installation of a second seat unit and so on until all six units have been installed.

1.5 The Town Council would be responsible, with the assistance of the Partnership, for the installation of the further five units. No modules would be installed however until adequate funds have been raised through sponsorship.

2. Financial Appraisal

2.1 The budgeted figure for the units would be £7,500 per unit including a 10 year maintenance period; this is based on an installation cost of £5,500 and £2,000 maintenance costs over the 10 year period (£200 per annum).

2.2 The entire cost would be covered by memorial sponsorship resulting in a net zero cost to Seaford Town Council.

3. Contact Officer

The Contact Officer for this report is Craig Williams, Projects & Facilities Manager.

Projects & Facilities Manager

A handwritten signature in black ink, appearing to be 'C Williams', written over a horizontal line.

Town Clerk

A handwritten signature in black ink, appearing to be 'J B', written over a horizontal line.

Report to Full Council meeting on 10th November 2016

Recommendation: that the seats and fence panels on the Splash Point Sea Defences Groin ("the Pier") be included in the Council's list of seats that may be sponsored.

Background

1. Until relatively recently, there has been a long list of people waiting to sponsor seats overlooking the sea, consequently there has been no marketing of this facility. This list has now been much reduced by installing seats at South Hill Barn, The View at Seaford Head and replacing old benches at Seaford Head Nature Reserve. In addition, agreement has recently been reached with sponsors to fund seats attached to the promenade wall facing the Martello Tower. This is the first phase in the creation of an informal Public Entertainment Area.

2. The arrangements for sponsorship are simple; the sponsor pays an amount to cover the cost of supplying, erecting and maintaining the seats; and the Council arranges the purchase, installation and subsequent maintenance of the seats.

Widening the choice of sponsoring opportunities

3. The Seaford Community Partnership has, after extensive public consultation (involving questionnaires and a weekend exhibition), been working with partners developing various proposals to enhance the seafront without changing the relatively unspoilt nature of Seaford Bay. Appendix A gives details of how the project has developed.

4. The most popular proposal (98%), at the weekend exhibition held in the Crypt, was for the Splash Point Sea Defences Groin to be smartened up so it looks more like a Pier. This involves:

- better access (by steps and a ramp for the disabled and families with prams);
- replacement of the old steel fences;
- improved safety (by installing wire mesh panels to reduce the risk of falling off the pier).

Thanks to excellent co-operation, the Environment Agency have already funded and put these improvements in place.

5. In addition, this paper covers plans to install seats and to enhance the wooden and steel fences.

6. The Seaford Community Partnership has worked closely with East Sussex County Council developing a procurement process to identify a designer/supplier/installer of seats to go on the pier along with appropriate decorations for the mesh on the metal fences and for the wooden fence on the

Eastern side of the pier. The result of this long process is that a local partnership of Gabby Toft and Christian Funnel has been selected.

7. In essence, their design is for a stream to meander down the centre of the pier and within the stream there will be seven large Mackerel seats (about 3 meters long) and many small sprats and whiting swimming down the stream in shoals towards the sea. The fishes and stream will be made of zinc dipped galvanised steel with oak bench slats and backrests. The metal panels will be decorated with garlands of fish and the wooden fence will have "bubbles" made from holes drilled so that children can peep through them to see the view.

8. Each mackerel and associated portion of the stream will be a module that can be separately constructed and installed. A scale model of each module and an artist's impression of the meandering stream and decorated fences, will be displayed at the meeting. Gabby Toft and Christian Funnel will be available to answer questions at the meeting.

Funding

9. The Partnership has obtained funds from various sources and has currently about £6,000 available for the pier project. Each module will cost about £6,000 for manufacture, construction and installation. The Partnership will be able to fund the first module and sponsorship will be sought for subsequent modules and panels.

10. Details of sponsorship are being drawn up but there will be opportunities to sponsor a whole mackerel, or small sprats and whiting on the stream and seats and fish on the garlands on the metal panels.

Marketing

11. A marketing strategy is being devised by volunteers with the relevant skills and experience.

An associated beach garden

12. An associated beach garden has been designed to be constructed on the current shingle area close to the pier between the promenade and the sleepers bordering the grassed area going up Seaford Head. This will be for later implementation and will incorporate gabions filled with shingle and seats broadly similar to the beach garden built at Birling Gap by Christian Funnel and Gabby Toft. Pictures will be available at the meeting.

Other permissions required

13. The Partnership were advised informally some time ago by Lewes District Council that Planning permission would not be required but written confirmation is being sought. There has been much informal contact with the Environment Agency who own the groin (except for the outlet pipe at the bottom of the groin which is owned by Southern Water). Formal permission is now being sought.

Conclusions

14. The Partnership will continue to assist with the procurement and marketing of the seats and panels. The Council is invited to agree that seats and panels on the Pier may be sponsored as part of the Council's seats sponsoring scheme.

Keith Blackburn
Chair of Seaford Community Partnership
November 2016

Appendix A

Background to the Pier Project

Obtaining the public's views

1. The Seaford Community Partnership exists to make Seaford a better place to live, work and relax. In 2009 a project team, the Seafront Theme Group was set up to consider the possibility of enhancing the seafront and beach. A questionnaire was devised in 2010 to establish: why people visited the seafront; what they liked and disliked; and what sort of enhancements they thought necessary. Based on the results of the questionnaire a paper was put in 2010 to STC's Community Services Committee and the following Vision for the Seafront and Beach was agreed:

"The beach and seafront should be such that they:

- Enhance and complement the natural beauty of the Bay and Seaford Head;
- Encourage the quiet enjoyment of healthy activities such as bathing, walking, cycling, fishing and sitting;
- Safeguard the sea defences role of the beach."

See Appendix B for more details.

2. An early project of the Seaford Tree Wardens was the planting of a tamarisk hedge to screen the pumping station at Splash Point
3. One of the ideas covered by the questionnaire was the development of a beach garden in the Sunken Garden and on the adjacent weed ridden shingle areas on the seafront close to Hardwick House. A professional garden designer was employed and volunteers constructed and planted the garden (which was funded by STC's Tree Planting budget). The garden has been maintained largely by volunteers since then.
4. Brighton University Architecture Department was approached for assistance and they agreed that their second and third year students would complete assessed projects on Seaford Beach and Seafront. Their work was exhibited in a weekend exhibition at the Crypt Gallery. Three of the four Primary Schools and Seaford Head Secondary School exhibited pictures and models of their ideas. Some of the Theme Group's ideas were also shown. A large data collection exercise was conducted during the exhibition to establish what the public liked and disliked.
5. Two very popular ideas at the exhibition were: to make the Splash Point Sea Defences Groin more like a pier (supported by 98% of those completing a questionnaire at the exhibition); and the creation of a Public Performance Area outside the Martello Tower (88% supported). The

Council's Community Services Committee agreed to progress this project and seats are about to be installed as the first phase of the project.

Regenerating Seaford.

6. In 2013, Impact Seaford was set up with Officers and Councillors from the three tiers of Councils (Town, District and County), local residents businesses, Chamber of Commerce and the Seaford Community Partnership. The pier project is part of Impact Seaford's work programme. LDC's Regeneration Strategy makes clear that sensitive enhancement of the seafront, within the beautiful Seaford Bay, is a key element in regeneration of Seaford.

Progress to date on the Pier Project

7. Enhancements of the Splash Point Sea Defences Groin has four elements;
 - (a) Giving access to the pier by steps and ramp;
 - (b) Replacing the dilapidated metal fence, and improving safety;
[Note (a) and (b) have been funded and completed by the Environment Agency in the summer of 2016]
 - (c) Provision of bespoke artistic seating;
 - (d) Themed decoration of the wooden and metal fences;
 - (e) Creating a beach garden close to the pier (but not on the beach itself) *[This aspect to be implemented at a later stage.]*
8. Working closely with ESCC's Cultural Strategy Office, a three Stage procurement exercise was developed to seek proposals from artists and landscape architects for designs that would:
 - (a) Encourage people to visit the pier to enjoy the views and healthy fresh air;
 - (b) Be different from the run of the mill "park benches";
 - (c) Provide a talking point;
 - (d) Reflect the wonderful natural environment.
9. A local partnership of Artist, Christian Funnel, and Garden Designer, Gabby Toft, has been selected to make and install their designs. They have extensive knowledge and experience of creating metal and wood sculptures and gardens in locations with harsh salt laden winds. For example, they created the garden at Birling Gap. Christian Funnel also created the statue and seats in the Peace Garden adjacent to the Crouch.

Working with the Environment Agency

10. The Partnership has worked very closely with the Environment Agency (who own the groin which is part of the Town's flood defences) as the project has been developed. Southern water own the outlet pipe within the groin. Formal agreement to the project is now being sought.

1.1 The Seafront Theme Group has the following vision for the beach and seafront.

1.2. The beach and seafront should be such that they:

- Enhance and complement the natural beauty of the Bay and Seaford Head;
- Encourage the quiet enjoyment of healthy activities such as bathing, walking, cycling, fishing and sitting;
- Safeguard the sea defences role of the beach.

1.3 The beach should:

- Be equally accessible and safe for the able bodied and the disabled;
- Ideally be sheltered as much as possible.

1.4 The seafront should have:

- Well-designed facilities, walls, fences, paths, relaxation areas, gardens and open spaces;
- Well maintained and clean facilities (shelters and toilets) and open spaces;
- Good quality, simple refreshments available with smart tables and seats (and ideally have some shelter from the weather);
- Plants, trees, bushes, plants and grassed areas that are suitable for the harsh weather conditions.