



## Seaford Town Council

### To Members of the Seaford Town Council

A meeting of the **Seaford Town Council** will be held at **the Council Chamber, 37 Church Street Seaford**, on **Thursday, 16 August 2012 at 7.00 pm**, which you are summoned to attend.

S J Shippen  
Town Clerk  
10 August 2012.

### AGENDA

**1. Apologies for Absence.**

**2. Minutes.**

To approve the minutes of the meetings held on 14 June and 12 July 2012.

**3. Disclosure by Members of any discloseable pecuniary interests and interests other than pecuniary interests, as defined under the Localism Act 2011, in relation to matters on the agenda.**

**4. Public Participation.**

To deal with any questions, or brief representations, from members of the public in accordance with Standing Order 1 and Seaford Town Council Policy.

**5. Mayor's Appointments and Communications.**

To receive any communications, as the Mayor may desire, to put before the Council and to note the Mayor's past and future engagements, report 52/12 (pages 3 to 5).

**6. Police Report.**

To receive a verbal report from Police Sergeant Chris Wright on policing in Seaford.

**7. Code of Conduct**

To consider report 53/12 regarding the code of conduct for Councillors (pages 7 to 18).

**8. Financial Regulations**

To consider report 50/12 concerning the adoption of revised Financial Regulations (pages 19 to 40).

**9. Freedom of the Town**

To consider report 54/12 concerning Freedom of the Town presentations (pages 41 to 42).

**10. East Sussex Health Trust Consultation**

To consider report 55/12 concerning a consultation document on healthcare in East Sussex (pages 43 to 51).

**11. Application of Seal**

To consider report 51/12 concerning approval to apply the Council Seal to the new Scout Lease (pages 53 to 68).

**12. Fairtrade Resolution.**

To consider report 49/12 concerning a resolution to support Fairtrade in Seaford (page 70)

**13. Town Council Board**

To consider report 56/12 concerning a request to add the names of Town Clerks to the Council Board (pages 71 to 72)

**14. Standing Items on Council Agenda**

To consider report 57/12 concerning a request for two standing items to be included on Council agendas (pages 73 to 75)

**For further information about items appearing on this agenda, please contact Mrs. S. Shippen, Town Clerk, 37 Church Street, Seaford, East Sussex, BN25 1HG. Telephone 01323 894870, fax 01323 872976.**



## Seaford Town Council

Report 52/12

**Agenda Item No:** 5  
**Date:** 16 August 2012  
**Committee:** Council  
**Title:** Mayor's Engagements  
**By:** Paula Woolven, Mayor's Secretary  
**Wards Affected:** All Seaford Wards  
**Purpose of Report:** To report the Mayor's engagements.

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### Recommendations

#### You are recommended:

1. To note the report.
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1. **Information**

The Mayor, Deputy Mayor or Leader, has either attended, or is due to attend 53 functions as a representative of this Council at the time of the production of this report. A schedule of engagements not previously reported is attached as Appendix A.

2. **Financial Appraisal**

There are no financial implications in this report.

3. **Contact Officer**

The Contact Officer for this report is Paula Woolven, Mayor's Secretary.

Mayor's Secretary



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Town Clerk



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List of Mayors Previously Unreported Engagements  
Appendix A

<b>Mayor Wallraven 2012 - 2013</b>					
<b>Day</b>	<b>Date</b>	<b>Time</b>	<b>Organisation</b>	<b>Event</b>	<b>Venue</b>
Wednesday	13/06/2012	16:00	WAVES Family Support Service	AGM	Etherton Hall
Saturday	23/06/2012	19:20	Concentus Chorale	Concert	Wave Leisure Hall
Saturday	23/06/2012	13:00	Chyngton Primary School	Chyngton Fayre	Chyngton Primary School
Saturday	30/06/2012	14:00	Armed Forces Day	Armed Forces Day	Martello Fields
Sunday	01/07/2012	10:30	WAVES Family Support Service	Annual Service	Seaford Baptist Church
Tuesday	03/07/2012	14:30	East Blatchington Lectures	Lecture	St Peters Church Hall
Saturday	07/07/2012	13:00	Newhaven Lifeboat	Newhaven Fete	Huggets Green, Newhaven
Saturday	07/07/2012	15:30	Seaford School of Dance	Dance Recital	Meridian Centre, Peacehaven
Sunday	08/07/2012	13:00	Mayors Open Garden Trail	Open Gardens	Various - Seaford
Tuesday	10/07/2012	13:30	Chestnut Tree House . Hospice Shop	Open Shop Event	Chestnut Tree Shop, Broad Street
Friday	13/07/2012	17:30	Crouch Bowling Club of Seaford	Bowling Match	Crouch Bowling Club, The Crouch
Saturday	14/07/2012	17:30	Lord Lieutenants Office	Band Concert and Beat Retreat	Herstmonceux Castle
Sunday	15/07/2012	13:30	Pippa and Michael Logan	Charity Open Garden	31 Sutton Avenue, Seaford
Tuesday	17/07/2012	13:00	Lewes District Council	Olympic Torch Procession	Lewes
Tuesday	17/07/2012	18:45	Seaford Head Community College	Sports Awards	Arundel Road Site
Saturday	21/07/2012	14:00	Geoff Stonebanks	Garden Event	Paradise Park, Newhaven
Saturday	21/07/2012	11:45	Peacehaven and Telscombe Town Councils	Town Fayre	Piddinghoe Sports Park
Friday	06/07/2012	20:00	District Scouts	AGM	Chichester Road
Sunday	21/07/2012	16:00	Seaford Head Golf Club	Golf Tournament Presentation	Seaford Head Golf Club
Sunday	22/07/2012	14:00	Seaford Head Golf Club	Golf Tournament Presentation	Seaford Head Golf Club
Sunday	22/07/2012	10:00	Wave Leisure and STC	Family Fun Day	Downs Leisure Centre
Thursday	26/07/2012	13:00	Friends of the Brickfield	Wild Picnic	Brickfields
Saturday	28/07/2012	16:00	Seaford Head Golf Club	Golf Tournament Presentation	Seaford Head Golf Club
Sunday	29/07/2012	15:15	Seaford Head Golf Club	Golf Tournament Presentation	Seaford Head Golf Club
Wednesday	01/08/2012	15:00	Mr & Mrs Weight	70th Wedding Anniversary	Hawth Park Road
Friday	03/08/2012	19:30	High Sheriff - Mr & Mrs D Allam	Garden Supper	Barrack Cottage, Bishopstone
Saturday	04/08/2012	12:00	Bishopstone Fete	Fete	St Andrews Church
Saturday	04/08/2012	15:00	Seaford Horticultural Soc	Horticultural Show	Downs Leisure Centre
Saturday	04/08/2012	19:30	Seaford Musical Theatre	Showcase	The Barn Theatre
Sunday	12/08/2012	12:30	Newhaven Town Council	70th Anniversary of the Dieppe Raid	Newhaven Fort

List of Mayors Previously Unreported Engagements  
Appendix A

<b>Mayor Wallraven 2012 - 2013</b>					
<b>Day</b>	<b>Date</b>	<b>Time</b>	<b>Organisation</b>	<b>Event</b>	<b>Venue</b>
Sunday	19/08/2012	12:00	WAVE Leisure	Para Games Event	Downs Leisure Centre
Saturday	25/08/2012	10:15	Seaford Photographic Society	Exhibition	Arts@theCrypt
Saturday	08/09/2012	19:30	Mencap	Fundraising Quiz	Riverside Hall, Newhaven

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## Seaford Town Council

Report 53/12

<b>Agenda Item No:</b>	<b>7</b>
<b>Committee:</b>	<b>Council</b>
<b>Date:</b>	<b>16 August 2012</b>
<b>Title:</b>	<b>Code of Conduct</b>
<b>By:</b>	<b>Sam Shippen, Town Clerk</b>
<b>Wards Affected:</b>	<b>All Seaford wards</b>
<b>Purpose of Report:</b>	<b>To advise on templates available for adoption in respect of new code of conduct for Seaford Town Council</b>

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### Recommendations

**You are recommended:**

- 1. To consider the draft code of conduct attached as Appendix A for adoption.**
  - 2. To delegate responsibility for dealing with requests for dispensations to the Town Clerk.**
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### 1. Information

- 1.1** At the meeting held on 14 June 2012, the Town Clerk advised of the templates available for consideration which were supplied to councillors.
- 1.2** Minute C33.2 resolved that Members consider the template Code of Conduct documents available and feedback to the Town Clerk with a view to adopting a further Code of Conduct on 16 August 2012.
- 1.3** No feedback has been received from Members. In the absence of any such feedback, the Town Clerk has adopted the East Sussex joint code (which is the code adopted by Lewes District Council) as a draft template for consideration attached at Appendix A.
- 1.4** Council can choose to adopt a different template or indeed write a different code as previously advised.
- 1.5** Once adopted, arrangements for dealing with dispensations need to be considered. Requests for dispensations may be dealt with by Council, or delegated for consideration by a committee, sub-committee or an officer.

- 1.6 As Council and the majority of standing committees meet only six times per year, it is suggested for the purpose of expediency to enable requests to be dealt with as quickly as possible that delegation is given to the Town Clerk, as proper officer, to deal with Members requests for dispensations, in line with the Code of Conduct.
- 1.7 Following adoption of the new code of conduct, members will be required to complete a new declaration of interests form within 28 days.

**2. Financial Appraisal**

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

**3. Contact Officer**

The Contact Officer for this report is Sam Shippen, Town Clerk.

Town Clerk

A handwritten signature in black ink, appearing to read 'Sam Shippen', is written over a horizontal line.





## Seaford Town Council Code of Conduct for Members

As a member or co-opted member of Seaford Town Council I have a responsibility to represent the community and work constructively with our staff and partner organisations to secure better social, economic and environmental outcomes for all.

In accordance with the Localism Act provisions, when acting in this capacity I am committed to behaving in a manner that is consistent with the following principles to achieve best value for our residents and maintain public confidence in this authority.

### The Seven Principles of Public Life

#### *Selflessness*

1. Members should serve only the public interest and should never improperly confer an advantage or disadvantage on any person.

#### *Integrity*

2. Members should not place themselves in situations where integrity may be questioned, should not behave improperly and should on all occasions avoid the appearance of such behaviour. Members should show integrity by consistently treating other people with respect, regardless of their race, age, religion, gender, sexual orientation, disability or position, for example as an officer or employee of the authority.

#### *Objectivity*

3. Members should make decisions in accordance with the law and on merit, including when making appointments, awarding contracts, or recommending individuals for rewards or benefits.

#### *Accountability*

4. Members should be accountable to the public for their actions and the manner in which they carry out their responsibilities, and should co-operate fully and honestly with any scrutiny appropriate to their particular office.

#### *Openness*

5. Members should be as open as possible about their actions and those of their authority, and should be prepared to give reasons for those actions.

#### *Honesty*

6. Members should not place themselves in situations where their honesty may be questioned, should not behave dishonestly and should on all occasions avoid the appearance of such behaviour. Members should declare any private interests relating to their public duties and take steps to resolve any conflicts arising in a way that protects the public interest.

#### *Leadership*

7. Members should promote and support these principles by leadership, and by example, and should act in a way that secures or preserves public confidence. On their election or co-option to the Seaford Town Council, members are required to sign an undertaking to comply with the authority's Code of Conduct.

This Code of Conduct, adopted by the authority on 16 August 2012, is set out below. It is made under Chapter 7 of the Localism Act 2011 and includes, as standing orders made under Chapter 7 of that Act and Schedule 12 of the Local Government Act 1972, provisions which require members to leave meetings in appropriate circumstances, while matters in which they have an interest are being considered.

## **Part 1 – General provisions**

### **1. Introduction and interpretation**

(1) This Code applies to **you** as a member of the authority, when acting in that capacity.

(2) This Code is based upon seven principles fundamental to public service, which are set out above. You should have regard to these principles as they will help you to comply with the Code.

(3) If you need guidance on any matter under this Code you should seek it from the Town Clerk, Lewes District Council's monitoring officer or your own legal adviser – but it is entirely your responsibility to comply with the provisions of this Code.

(4) It is a criminal offence to fail to notify the Lewes District Council's monitoring officer of a disclosable pecuniary interest, to take part in discussions or votes at meetings, or to take a decision where you have disclosable pecuniary interest, without reasonable excuse. It is also an offence to knowingly or recklessly to provide false or misleading information to the authority's monitoring officer.

(5) Any written allegation received by the council that you have failed to comply with this Code will be dealt with by Lewes District Council under the arrangements which it has adopted for such purposes. If it is found that you have failed to comply with the Code, Lewes District Council has the right to have regard to this failure in deciding -

(a) whether to take action in relation to you and

(b) what action to take.

(6) In this Code—

“authority” means Seaford Town Council

“Code” means this Code of Conduct

“co-opted member” means a person who is not a member of the authority but who-

(a) is a member of any committee or sub-committee of the authority, or

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

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

"meeting" means any meeting of—

- (a) the Council;
- (b) any of the council's committees, sub-committees, or working groups;

"member" includes a co-opted member.

"register of members' interests" means the Lewes District Council's register of members' pecuniary and other interests established and maintained by the monitoring officer under section 29 of the Localism Act 2011.

## **2. Scope**

(1) Subject to sub-paragraphs (2) and (3), you must comply with this Code whenever you—

- (a) conduct the business of Seaford Town Council (which, in this Code, includes the business of the office to which you are elected or appointed); or
- (b) act, claim to act or give the impression you are acting as a representative of Seaford Town Council,

and references to your official capacity are construed accordingly.

(2) This Code does not have effect in relation to your conduct other than where it is in your official capacity.

(3) Where you act as a representative of Seaford Town Council—

- (a) on another relevant authority, you must, when acting for that other authority, comply with that other authority's code of conduct; or
- (b) on any other body, you must, when acting for that other body, comply with Seaford Town Council's code of conduct, except and insofar as it conflicts with any other lawful obligations to which that other body may be subject.

## **3. General obligations**

(1) You must treat others with respect.

(2) You must not—

(a) do anything which may cause Seaford Town Council to breach any of its the equality duties (in particular as set out in the Equality Act 2010);

(b) bully any person;

(c) intimidate or attempt to intimidate any person who is or is likely to be—

- (i) a complainant,
- (ii) a witness, or
- (iii) involved in the administration of any investigation or proceedings, in relation to an allegation that a member (including yourself) has failed to comply with his or her authority's code of conduct; or

(d) do anything which compromises or is likely to compromise the impartiality of those who work for, or on behalf of, Seaford Town Council.

**4. You must not—**

(a) disclose information given to you in confidence by anyone, or information acquired by you which you believe, or ought reasonably to be aware, is of a confidential nature, except where—

- (i) you have the consent of a person authorised to give it;
- (ii) you are required by law to do so;
- (iii) the disclosure is made to a third party for the purpose of obtaining professional advice provided that the third party agrees not to disclose the information to any other person; or
- (iv) the disclosure is—
  - (a) reasonable and in the public interest; and
  - (b) made in good faith and in compliance with the reasonable requirements of the authority;

(b) prevent another person from gaining access to information to which that person is entitled by law.

**5. You must not conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute.**

**6. You—**

(a) must not use or attempt to use your position as a member improperly to confer on or secure for yourself or any other person, an advantage or disadvantage;

(b) must, when using or authorising the use by others of the resources of your authority—

- (i) act in accordance with your authority's reasonable requirements;
- (ii) ensure that such resources are not used improperly for political purposes (including party political purposes); and

(c) must have regard to any applicable Local Authority Code of Publicity made under the Local Government Act 1986.

7. —(1) When reaching decisions on any matter you must have regard to any relevant advice provided to you by—

- (a) your authority's proper officer; or
- (b) your authority's responsible finance officer,

where that officer is acting pursuant to his or her statutory duties.

(2) You must give reasons for all decisions in accordance with any statutory requirements and any reasonable additional requirements imposed by your authority.

## **Part 2 – Interests**

### **8. Personal interests**

(1) The interests described in paragraphs 8(3) and 8(5) are your personal interests and the interests in paragraph 8(5) are your pecuniary interests which are disclosable pecuniary interests as defined by section 30 of the Localism Act 2011.

(2) If you fail to observe Parts 2 and 3 of the Code in relation to your personal interests—

(a) the Lewes District Council may deal with the matter as mentioned in paragraph 1(5) and

(b) if the failure relates to a disclosable pecuniary interest, you may also become subject to criminal proceedings as mentioned in paragraph 1(4).

(3) You have a personal interest in any business of your authority where either—

(a) it relates to or is likely to affect—

(i) any body of which you are a member or in a position of general control or management and to which you are appointed or nominated by your authority;

(ii) any body—

(a) exercising functions of a public nature;

(b) directed to charitable purposes; or

(c) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union),

of which you are a member or in a position of general control or management;

(iii) the interests of any person from whom you have received a gift or hospitality with an estimated value of at least £50; or

(b) a decision in relation to that business might reasonably be regarded as affecting your well-being or financial position or the well-being or financial position of a relevant person to a greater extent than the majority of (in the case of authorities with electoral divisions or wards) other council tax payers, ratepayers or inhabitants of the electoral division or ward, as the case may be, affected by the decision;

(4) In sub-paragraph (3)(b), a relevant person is—

(a) a member of your family or a close associate; or

(b) any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors;

(c) any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000; or

(d) any body of a type described in sub-paragraph (3)(a)(i) or (ii).

(5) Subject to sub-paragraphs (6), you have a disclosable pecuniary interest as defined by section 30 of the Localism Act 2011 in any business of your authority where (i) you or (ii) your partner (which means spouse or civil partner, a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners) within the following descriptions:

Interest	Description
Employment, office, trade, profession or vacation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	Any payment or provision of any other financial benefit (other than from the relevant authority) made or provided within the relevant period in respect of any expenses incurred by M in carrying out duties as a member, or towards the election expenses of M. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract which is made between the relevant person (or a body in which the relevant person has a beneficial interest) and the relevant authority— (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged.
Land	Any beneficial interest in land which is within the area of the relevant authority.
Licences	Any licence (alone or jointly with others) to occupy land

Corporate tenancies	in the area of the relevant authority for a month or longer.  Any tenancy where (to M's knowledge)— (a) the landlord is the relevant authority; and (b) the tenant is a body in which the relevant person has a beneficial interest.
Securities	Any beneficial interest in securities of a body where— (a) that body (to M's knowledge) has a place of business or land in the area of the relevant authority; and (b) either— (i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the relevant person has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

These descriptions on interests are subject to the following definitions;

'body in which the relevant person has a beneficial interest' means a firm in which the relevant person is a partner or a body corporate of which the relevant person is a director, or in the securities of which the relevant person has a beneficial interest;

'director' includes a member of the committee of management of an industrial and provident society;

'land' includes an easement, servitude, interest or right in or over land which does not carry with it a right for the relevant person (alone or jointly with another) to occupy the land or to receive income;

'M' means the person M referred to in section 30 of the Localism Act 2011;

'member' includes a co-opted member;

'relevant authority' means the authority of which M is a member;

'relevant period' means the period of 12 months ending with the day on which M gives a notification for the purposes of section 30(1) of the Localism Act 2011;

'relevant person' means M or any other person referred to in section 30(3)(b) of the Localism Act 2011;

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

(6) In sub-paragraph (5), any interest which your partner may have is only treated as your interest if you are aware that that your partner has the interest.

## **9. Disclosure of personal interests (See also Part 3)**

(1) Subject to sub-paragraphs (2) to (3), where you have a personal interest in any business of your authority and you attend a meeting of your authority at which any matter relating to the business is considered, you must disclose to that meeting the existence and nature of that interest at the commencement of that consideration, or when the interest becomes apparent.

(2) Sub-paragraph (1) only applies where you are aware or ought reasonably to be aware of the existence of the personal interest.

(3) Where you have a personal interest but, by virtue of paragraph 14, sensitive information relating to it is not registered in your authority's register of members' interests, you must indicate to the meeting that you have a personal interest and, if also applicable, that it is a disclosable pecuniary interest, but need not disclose the sensitive information to the meeting.

## **10. Prejudicial interest generally**

(1) Subject to sub-paragraph (2), where you have a personal interest in any business of your authority you also have a prejudicial interest in that business where either-

(a) the interest is a disclosable pecuniary interest as described in paragraph 8(5), or

(b) the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest.

(2) For the purposes of sub-paragraph (1)(b), you do not have a prejudicial interest in any business of the authority where that business—

(a) does not affect your financial position or the financial position of a person or body described in paragraph 8;

(b) does not relate to the determining of any approval, consent, licence, permission or registration in relation to you or any person or body described in paragraph 8; or

(c) relates to the functions of your authority in respect of—

(i) an allowance, payment or indemnity given to members;

(ii) any ceremonial honour given to members; and

(iii) setting council tax or a precept under the Local Government Finance Act 1992.

## **11. Effect of prejudicial interests on participation**

(1) Subject to sub-paragraph (2) and (3), where you have a prejudicial interest in any matter in relation to the business of your authority—



(a) you must not participate, or participate further, in any discussion of the matter at any meeting, or participate in any vote, or further vote, taken on the matter at the meeting and must withdraw from the room or chamber where the meeting considering the matter is being held—

- (i) in a case where sub-paragraph (2) applies, immediately after making representations, answering questions or giving evidence;
- (ii) in any other case, whenever it becomes apparent that the matter is being considered at that meeting;

unless you have obtained a dispensation from your authority;

(b) you must not seek improperly to influence a decision about that matter.

(2) Where you have a prejudicial interest in any business of your authority which is not a disclosable pecuniary interest as described in paragraph 8(5), you may attend a meeting but only for the purpose of making representations, answering questions or giving evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise.

(3) Where you have a prejudicial interest which is not a disclosable pecuniary interest as described in paragraph 8(5), arising solely from membership of any body described 8(3)(a)(i) or 8(3)(a)(ii)(a) then you do not have to withdraw from the room or chamber and may make representations to the committee but may not participate in the vote.

### **Part 3 – Registration of Interests**

#### **12. Registration of members' interests**

(1) Subject to paragraph 13, you must, within 28 days of—

(a) this Code being adopted by the authority; or

(b) your election or appointment to office (where that is later), register in the register of members' interests details of-

- (i) your personal interests where they fall within a category mentioned in paragraph 8(3)(a) and
- (ii) your personal interests which are also disclosable pecuniary interests where they fall within a category mentioned in paragraph 8(5)

by providing written notification to Lewes District Council's monitoring officer.

(2) Subject to paragraph 13, you must, within 28 days of becoming aware of any new personal interest falling within sub-paragraphs (1)(b)(i) or (1)(b)(ii) or any change to any personal interest registered under sub-paragraphs (1)(b)(i) or (1)(b)(ii), register details of that new personal interest or change by providing written notification to your authority's monitoring officer.

### **13. Sensitive information**

(1) Where you consider that the information relating to any of your personal interests is sensitive information, and Lewes District Council's monitoring officer agrees, the monitoring officer shall not include details of the interest on any copies of the register of members' interests which are made available for inspection or any published version of the register, but may include a statement that you have an interest, the details of which are withheld under this paragraph.

(2) You must, within 28 days of becoming aware of any change of circumstances which means that information excluded under paragraph (1) is no longer sensitive information, notify Lewes District Council's monitoring officer asking that the information be included in the register of members' interests.

(3) In this Code, "sensitive information" means information, the details of which, if disclosed, could lead to you or a person connected with you being subject to violence or intimidation.

### **14. Dispensations**

(1) The council, any sub-committee of the council established for the purpose, the proper officer may, on a written request made to the proper officer of the authority by a member, grant a dispensation relieving the member from either or both of the restrictions in paragraph 11(1)(a) (restrictions on participating in discussions and in voting), in cases described in the dispensation.

(2) A dispensation may be granted only if, after having had regard to all relevant circumstances, the council, any sub-committee of the council established for the purpose, the proper officer —

(a) considers that without the dispensation the number of persons prohibited by paragraph 11 from participating in any particular business would be so great a proportion of the body transacting the business as to impede the transaction of the business,

(b) considers that without the dispensation the representation of different political groups on the body transacting any particular business would be so upset as to alter the likely outcome of any vote relating to the business,

(c) considers that granting the dispensation is in the interests of persons living in the authority's area; or,

(d) considers that it is otherwise appropriate to grant a dispensation.

(2) A dispensation must specify the period for which it has effect, and the period specified may not exceed four years.

(3) Paragraph 11 does not apply in relation to anything done for the purpose of deciding whether to grant a dispensation under this paragraph.



## Seaford Town Council

### Report 50/12

**Agenda Item No:** 8  
**Committee:** Council  
**Date:** 16 August 2012  
**Title:** Financial Regulations  
**By:** Simon Cooper, Corporate Services Manager  
**Wards Affected:** All Seaford Wards  
**Purpose of Report:** To present revised Financial Regulations for consideration and adoption.

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#### Recommendations

1. To adopt the revised Financial Regulations attached as Appendix A
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#### 1. Information

- 1.1 At the meeting of the Town Council held on 10 May 2012, it was resolved to delegate the review of Financial Regulations to the Finance and General Purposes Committee, and for that Committee to report back to a future meeting of the Council. (Minute C 7.2)
- 1.2 The Finance and General Purposes Committee, at its meeting held on 14 June 2012, approved the revised Financial Regulations attached as Appendix A be presented to the Council for adoption. (Minute F&GP 8.2)

#### 2. Financial Appraisal

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

#### 3. Contact Officer

The Contact Officer for this report is Simon Cooper, Corporate Services Manager.

Corporate Services Manager

Town Clerk

**Seaford Town Council**

# **Financial Regulations**



**16 AUGUST 2012**

# Seaford Town Council

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2. FINANCIAL MANAGEMENT RESPONSIBILITIES p4
3. RISK MANAGEMENT AND INTERNAL CONTROL p6
4. ACCOUNTING SYSTEMS, RECORDS, POLICIES AND PROCEDURES p9
5. STATEMENT OF ACCOUNTS p9
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# Seaford Town Council

## FINANCIAL REGULATIONS

These Financial Regulations were adopted by the Council at its Meeting held on

### 1. INTRODUCTION/ STATUS OF FINANCIAL REGULATIONS

- 1.1 These financial regulations govern the conduct of financial management by the Council and may only be amended or varied by resolution of the Council.
- 1.2 The Financial Regulations provide the framework for the management of the Council's financial affairs. The Council has a responsibility in law for ensuring that its financial management arrangements are sound, that it has an effective system of internal financial control including the management of risk and the prevention and detection of fraud and that it has put in place arrangements for securing economy, efficiency and effectiveness in its use of resources.
- 1.3 The Regulations are designed to demonstrate how the Council will meet these responsibilities and they apply to every Member and Officer of the Council and to anyone acting on their behalf.
- 1.4 In these financial regulations, references to the Accounts and Audit Regulations shall mean the Regulations issued under the provisions of section 27 of the Audit Commission Act 1998 and then in force.
- 1.5 In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in Governance and Accountability in Local Councils in England and Wales – a Practitioners' Guide which is published jointly by the National Association of Local Councils (NALC) and Society of Local Council Clerks (SLCC) and updated from time to time.
- 1.6 The Regulations identify the financial responsibilities of the Council itself, all Members of the Council, the Town Clerk, the person designated to undertake the statutory Responsible Finance Officer duties (as the statutory Local Government Act 1972 Section 151 Officer), and all other officers.
- 1.7 The Responsible Financial Officer (RFO) is a statutory office and shall be appointed by the council. This duty may be allocated to a staff member who holds an alternative title as determined by the Council. Currently this is the Corporate Services Manager (CSM). The RFO, acting under the policy direction of the Council and/or its committees, shall be responsible for the proper administration of the Council's financial affairs. In accordance with proper practices, the RFO will determine on behalf of the Council, its accounting policies, records and control systems, and ensure that these are maintained and kept up to date in accordance with proper accounting practices.
- 1.8. The RFO is also responsible for maintaining a continuous review of the Financial Regulations and submitting any revisions to the Finance & General Purposes Committee for consideration and then Full Council for approval and reporting any breaches of the Regulations.

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- 1.9. All Members and officers have a general responsibility for taking reasonable action to provide for the security of assets under their control, and for ensuring that the use of resources is legal, properly authorised, provides value for money and achieves best value.
- 1.10 Supervisors are responsible for ensuring that all staff under their supervision are aware of the existence and content of the Council's Financial Regulations and that they comply with them.
- 1.11 The RFO is responsible for issuing advice, training and guidance to underpin the Financial Regulations.
- 1.12 The framework rules for the procurement of all works, goods, materials and services and tendering and contract procedures are set out in section 14 of these regulations.
- 1.13 Any known breach of or non-compliance with these regulations referred at 1.12 must be reported to the Town Clerk and the Council's Internal Auditor. The Internal Auditor, after consulting with the Town Clerk, will decide whether the breach or non-compliance represents a significant risk of harm to the Council's interests, and will report to the Finance & General Purposes Committee accordingly.
- 1.14 The RFO shall produce financial management information as required by the council.
- 1.15 At least once a year, the council shall conduct a review of the effectiveness of its system of internal control, which shall be in accordance with proper practices.

## **2. Financial Management Responsibilities**

- 2.1 Financial management responsibilities cover all of the financial accountabilities in relation to the running of the Council.

### *2.2 Full Council*

- 2.2.1 Full Council is responsible for adopting the Financial Regulations which provides the framework and guidelines within which the Council operates, and for monitoring and ensuring compliance with the Council's overall framework of financial accountability and control.

### *2.3 Committees*

- 2.3.1 Finance & General Purposes Committee is responsible for monitoring and ensuring compliance with the Financial Regulations, for proposing the budget framework to Full Council, and discharging functions in accordance with that framework. Any decision taken must take account of legal and financial liabilities and consider risk management issues that may arise from the decision.

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2.3.2 All Standing Committees are responsible for monitoring spend within their own allocated budget and requesting any significant variance be approved by F&GP Committee.

## 2.4 *Town Clerk*

2.4.1 The Town Clerk is responsible for the corporate and overall strategic management of the Council. The Town Clerk must report to and provide information to the Council and its various Committees, Sub-Committees and Working Groups. The Town Clerk is also responsible for establishing a framework for management direction, promoting and maintaining high standards of conduct, reporting any breaches of law, monitoring the performance of the Council and the system of records and publicity in relation to all Council decisions. The Town Clerk must ensure that the Council or its committees, is made aware of all new relevant legislation and regulations and must report the implications of any new proposals.

## 2.5 *Responsible Finance Officer*

2.5.1 The RFO is responsible for the proper administration of the Council's financial affairs which includes the following areas of responsibility:-

- Advising the Council, in conjunction with the Town Clerk, whether a decision is likely to be in accordance with the Financial Regulations;
- Setting and monitoring compliance with financial standards and key financial controls necessary to secure sound financial management;
- Advising on the corporate financial position;
- Providing financial information to Members and Officers including reporting of budgetary control during the year;
- Preparing the annual Revenue Budget and Capital Programme;
- Preparing the Medium Term Financial Plan;
- Preparing the Annual Statement of Accounts;
- Preparing the Annual Governance Statement;
- Preparing the Annual Statement of Internal Control;
- Treasury Management;
- Managing an effective payroll service;
- Managing an effective accounts payable and receivable function to ensure that all invoices are raised and paid promptly;
- Manage an effective income collection and banking system to ensure that all monies receivable by the Council are collected and banked promptly;
- Insurance arrangements;
- Banking arrangements;
- Manage an effective Internal Audit service;
- Financial advice and training
- Managing income generating services to ensure maximisation of income.



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2.5.2 Section 114 of the Local Government Finance Act 1988 requires that the RFO report to Council and the external auditor, if the Council or one of its officers:-

- Has made, or is about to make, a decision which involves incurring unlawful expenditure;
- Has taken, or is about to take, an unlawful action which has resulted in or would result in a loss to the Council;
- Is about to make an unlawful entry in the Council's accounts

The Council must ensure that the RFO is provided with sufficient staff and other resources to carry out these statutory duties.

## 2.6 *Budget Managers*

2.6.1 Budget Managers are responsible for ensuring that Members are advised of the financial implications of all proposals in relation to their service areas and that the financial implications have been agreed with the RFO. Budget Managers are also responsible for managing and controlling income and expenditure within their approved budgets and the staff, assets and other resources under their responsibility.

## 3. **Risk Management and Internal Control**

### 3.1 *Introduction*

3.1.1 It is essential that robust systems are developed and maintained for identifying and evaluating all significant operational and financial risks to the Council. This should include the proactive participation of all those involved with planning and delivering services.

### 3.2 *Risk Management*

3.2.1 The Finance & General Purposes Committee is responsible for approving the Council's Risk Management Strategy and considering an annual report on its effectiveness.

3.2.2 The RFO is responsible for overseeing the preparation of the Council's Risk Management Strategy, maintaining the Council's Risk Register and promoting the principles of effective risk management throughout the Council.

3.2.3 The RFO is responsible for ensuring that appropriate insurance cover arrangements are made to minimise the Council's risks and for advising Members on insurance matters.

### 3.3 *Internal Control*

3.3.1 Internal control refers to the systems of internal control developed by Members and officers to help ensure that the Council's strategic aims and objectives are achieved in a way that promotes the economical, efficient and effective use of resources and that the Council's assets and interests are safeguarded. These

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arrangements need to ensure compliance with all applicable statutes, regulations and statements of best practice.

- 3.3.2 It is a statutory requirement set out in the Accounts and Audit Regulations 2011 as amended, for the Council to carry out an annual review of the effectiveness of its system of internal control and include a Statement of Internal Control in the Statement of Accounts.
- 3.3.3 The RFO is responsible for advising on effective systems of internal control. It is the responsibility of managers to establish sound arrangements for planning, appraising, authorising and controlling their operations in order to achieve continuous improvement, economy, efficiency and effectiveness, and for achieving financial targets.
- 3.3.4 The review of internal control is significantly informed by the work of the Council's Internal Auditor, who is responsible for ensuring all of the major services, systems and processes of the Council are reviewed annually to ensure the internal financial controls are operating effectively. The work of the Internal Auditor is reported to the F & GP Committee.

## 3.4 *Internal and External Audit*

- 3.4.1 The Accounts and Audit Regulations 2011 as amended, require that all local authorities maintain an adequate and effective internal audit service. The internal audit service is responsible for ensuring that the Council's systems of internal control are operating effectively.
- 3.4.2 The RFO will be responsible for maintaining an adequate and effective system of internal audit of the Council's accounting, financial and other operations in accordance with the Accounts and Audit Regulations 2011 as amended. Any officer or member of the Council shall, if required, make available such documents of the Council which relate to their accounting and other records as deemed to be necessary for the purpose of the audit and shall supply the Internal Auditor with such information and explanation as considered necessary for that purpose.
- 3.4.3 The Internal Audit function will be independent of the operations of the Council and in order to demonstrate objectivity and independence, the Internal Auditor will be free from any conflicts of interest and will have no involvement in the financial decision making, management and control of the Council. The Internal Auditor shall be appointed annually by the Finance & General Purposes Committee and shall carry out the work required by the Council in accordance with proper practices.
- 3.4.4 The Internal Auditor will prepare an Annual Audit Plan setting out the planned programme of internal audit work for the year and will report progress as well as the conclusions and recommendations from every audit examination to the Finance & General Purposes Committee.
- 3.4.5 The Audit Commission is responsible for appointing external auditors to each

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local authority. The Audit Commission is responsible for auditing the Council's Annual Return, providing assurance on the Council's arrangements for securing economy, efficiency and effectiveness in the use of resources.

- 3.4.6 The RFO shall make arrangements for the opportunity for inspection of the accounts, books, and vouchers and for the display or publication of any notices and statements of account required by Audit Commission Act 1998 and the Accounts and Audit Regulations 2011 as amended.
- 3.4.7 The RFO shall, as soon as practicable, bring to the attention of all councillors any correspondence or report from the Internal or External Auditor, unless the correspondence is of a purely administrative matter. This would normally be by report to the Finance & General Purposes Committee.
- 3.4.8 The Council may also, from time to time, be subject to audit, inspection or investigation by external bodies such as HM Customs and Revenues who have statutory rights of access to records and information e.g. a VAT inspection.

## 3.5 *Preventing Fraud and Corruption*

- 3.5.1 The RFO is responsible for developing and maintaining the Council's Anti-Fraud and Corruption Strategy.
- 3.5.2 The work of internal audit provides assurance that the Council takes a proactive approach to the prevention of fraud and helps ensure the detection of any occurrences of fraud.

## 3.6 *Assets*

- 3.6.1 The Town Clerk with the assistance of other supervisory staff is responsible for ensuring that assets are properly maintained and securely held. The RFO is also responsible for ensuring that an Asset Management Plan is in place as the basis for driving the Council's long term maintenance plan for its assets.

## 3.7 *Staffing*

- 3.7.1 The Town Clerk is responsible for providing overall management of staff and is also responsible for ensuring that there is proper use of a job evaluation process for determining the remuneration of a job and for the development of staffing related policies and procedures.
- 3.7.2 The RFO is responsible for advising the Council of the budget necessary in any given year to cover estimated staffing levels, provision for cover and overtime etc, paying the salaries and wages and administering the personnel service.
- 3.7.3 Supervisors in consultation with the Town Clerk are responsible for controlling total staff numbers within their service area, the proper use of appointment, personnel and disciplinary procedures, and adjusting staffing levels in order to

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meet changing operational needs subject to budget provision.

## **4. Accounting Systems, Records, Policies and Procedures**

- 4.1 Sound systems and procedures are essential to an effective framework of accountability and control.
- 4.2 The RFO is responsible for the operation of the Council's accounting systems, incorporating the computerised financial management system (Omega from RBS), the development and maintenance of accounting procedures and the format of the accounts and other financial reports and supporting records.
- 4.3 The RFO is also responsible for determining the Council's accounting policies and ensuring they are applied consistently across the authority as required by the Accounts and Audit Regulations 2011 as amended.
- 4.4.1 Supervisors are responsible for the proper operation of financial processes in their own service areas. The Town Clerk must also ensure that computer and other systems are registered and comply with legislation such as the Data Protection Act and Freedom of Information Act.

## **5. Statement of Accounts**

- 5.1 The RFO is responsible for ensuring that the Annual Return is prepared in accordance with the Accounts and Audit Regulations 2011 as amended.
- 5.2 Full Council is responsible for approving the Annual Return in accordance with the statutory deadline which is currently 30<sup>th</sup> June.
- 5.3 The RFO is also responsible for liaising with and assisting the Audit Commission in the Annual Audit of the Accounts, and making arrangements for the public inspection of the Accounts and for the display or publication of the Accounts as required by the Audit Commission Act 1998 and the Accounts and Audit Regulations 2011 as amended.

## **6. Financial Planning and Budgeting**

### *6.1 Introduction*

- 6.1.1 Full Council is responsible for approving the Council's financial planning framework, including the setting of the annual Revenue and Capital Budgets.
- 6.1.2 Finance & General Purposes Committee may reallocate budget funds from one service to another.

### *6.2 Budget Framework / Timetable*

- 6.2.1 The RFO will be responsible for the development of the Budget Framework and Timetable each year, which will set out the proposed strategy and timescale for the setting of the annual Revenue and Capital Budget.

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6.2.2 The Budget Framework and Timetable will be approved each year by the Finance & General Purposes Committee.

## 6.3 *Budget Preparation*

6.3.1 In the autumn, each Committee shall formulate proposals for their own area of responsibility in respect of revenue and capital including the use of reserves and sources of funding for the following financial year.

6.3.2 Detailed estimates of all income and expenditure including the use of reserves and all sources of funding for the year shall be prepared each year by the RFO in the form of a budget to be considered by the committees. Within this all unavoidable inflationary budget growth and requests for additional budget resources will be fully evidenced, schedules of all fees and charges, and all efficiency savings will be clearly identified.

6.3.3 The Finance & General Purposes Committee will review the draft budgets and recommend them to Council not later than the end of January each year and the Council shall fix the Precept to be levied for the ensuing financial year in accordance with the reasonable request of the billing authority. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved budget.

6.3.4 The approved annual budgets shall form the basis of financial control for the ensuing year.

6.3.5 The Council shall consider the need for, and shall have regard to, a three year forecast of Revenue and Capital Income and Expenditure which may be prepared at the same time as the annual Budget.

## 6.4 *Adequacy of Reserves*

6.4.1 It is the responsibility of the RFO to report to Full Council on the adequacy of the reserves and other balances of the Council. An opinion will be included in the Annual Budget Report to the Council and its committees.

## 7. **Budgetary Monitoring and Control**

7.1 It is the responsibility of budget managers to control income and expenditure within their area and to monitor budgets. Budget managers must take any action necessary to avoid exceeding their overall budget allocation, and to notify the RFO of any budgetary problems as soon as possible.

7.2 It is the responsibility of the RFO to provide clear, timely and understandable financial information to budget managers on a regular basis and to provide financial advice and training as required, to allow them to carry out these responsibilities.

7.3 The RFO is also responsible for reporting budgetary control to Members and will report to each Finance & General Purposes Committee, including forecasts of expected outturn at the end of the the year.

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7.4 Expenditure on revenue items may be incurred up to the approved amounts included in each approved service budget. No expenditure should be incurred which cannot be met from the amount provided in the appropriate service revenue budget, except as detailed in 7.5 without the prior approval of the RFO. Any transfers between budgets must be made in line with the virement rules set out in Section 8 below.

7.5 The Town Clerk may incur expenditure on behalf of the Council which is of an emergency nature e.g. necessary to carry out any repair replacement or other work which is of such extreme urgency that it must be done at once, whether or not there is any budgetary provision for the expenditure, subject to a limit of £5,000, and thereafter in line with 8.13. The Town Clerk or RFO will report the action to the Finance & General Purposes Committee as soon as practicable thereafter.

## **8. Virement and Treatment of Year End Budget Balances**

### *8.1 Virement*

8.1.1 Virement relates to the transfer of unspent budget resources from one budget head to another, from one service budget to another, or from one committee to another. The Council's virement rules are set out below.

8.1.2 During the budget year and having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings within the same committee with the approval of the RFO and Town Clerk. All such actions shall be reported to the relevant committee as soon as practicable thereafter.

8.1.3 Where it is necessary due to the urgency of the matter to incur expenditure in excess of £5,000 that will exceed the amount provided in the revenue budget for that class of expenditure; such expenditure may be approved in writing by a minimum of three Members normally to be the Chairman and Vice-Chairman of the spending Committee and the Chairman of Finance & General Purposes Committee. This action must be notified to the next Committee Meeting.

8.1.4 Any virement between Committees must be approved by F&GP.

### *8.2 Treatment of Year End Budget Balances*

8.2.1 Unspent provisions in the revenue budget shall not normally be carried forward to a subsequent year.

8.2.2 Where a service under-spends on its approved budget (excluding capital charges), upon receipt of a carry forward request and the necessary justification from the budget manager, and agreement from the Town Clerk / RFO, the unspent resources may be carried forward into the following financial year to provide additional resources in that year. Such requests must be approved by Finance & General Purposes Committee and Council when

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approving the Annual Return. Any proposed carry forward of under-spending must be in respect of a proven commitment and must not create an ongoing financial liability beyond the following year.

8.2.3 Any unspent resources that have not been approved to be carried forward to the following year, will be transferred to the Council's General Fund Balance.

## 8.3 *Supplementary Budgets*

8.3.1 Where emergency or other unavoidable expenditure is incurred over and above the approved budget and the sum required cannot be met from virement or savings made elsewhere within the budgets, a request will be made to Finance & General Purposes Committee for a supplementary budget. The cost of the supplementary budget would be met from the Council's general fund or from Council earmarked balances and would need to be approved by Council.

## 9. **Banking Arrangements**

9.1 The Council's banking arrangements, including the Bank Mandate, shall be made by the RFO and approved by the Council. They will be reviewed periodically to ensure they meet the Council's requirements and provide value for money.

9.2 One current account is currently maintained at the Council's bank, and is used to account for all payments made by the Council such the payment of creditors and salaries and wages, and also the receipt of all income due to the Council including the receipt of the Precept.

9.3 The Council may also hold a higher interest bank account for short term surplus monies. Any longer term surplus resources and reserves will be invested.

9.4 Cheques drawn on the bank account must be signed by two of the authorised signatories on the Council's bank mandate. The Town Clerk may also be authorised on the bank mandate. Payments made by Direct Debit or BACS must also be authorised by two of the authorised signatories.

9.5 A schedule of all payments and receipts from/to the current account will be prepared by the RFO and reported to each meeting of the Finance & General Purposes Committee. The schedule will be noted by a resolution of that Committee.

9.6 To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil and other appropriate documents.

9.7 The Council does not have an authorised overdraft limit and the RFO will ensure that the bank accounts do not become overdrawn.

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## 10. Payment for Goods and Services

- 10.1 The duty of calculating, checking and recording sums payable by the Council, will be separated as completely as possible from the duty of ordering, certifying and authorising that expenditure.
- 10.2 With the exception of petty cash transactions, all payments shall be made by cheque, BAC's transfer or direct debit drawn on the Council's current bank account.
- 10.3 All requests for goods and services will be made using a purchase order, with the exception of the following payments:-
- Regular payments such as utilities costs, telephones etc;
  - Payments made by direct debit;
  - Services for which a formal contract is to be prepared;
  - Petty cash purchases.
- Purchase Order forms shall be controlled by the RFO, copies of purchase orders shall be retained
- 10.4 All officers are responsible for obtaining value for money at all times. An officer issuing an official order is to ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction.
- 10.5 Purchase orders and invoices for payment should be examined, verified and certified by the officer issuing the order. Before certifying an invoice the officer will satisfy themselves that the work, goods or services to which the invoice relates have been received, carried out, examined and approved.
- 10.6 Officers authorised to raise and certify purchase orders are to be approved periodically by the Finance & General Purposes Committee upon the advice of the Town Clerk. The following are currently approved: Town Clerk, Corporate Services Manager, Projects and Facilities Manager, Head Greenkeeper and the Golf Professional.
- 10.7 The Administration Assistant (Finance and Administration) shall examine invoices in relation to arithmetic accuracy and shall analyse them to the appropriate expenditure heading. The Clerk and RFO shall take all steps to settle all invoices submitted, and which are in order, within the settlement terms.
- 10.8 Only the Town Clerk and RFO can authorise invoices for payment.
- 10.9 The RFO may provide petty cash floats to officers for the purpose of one off expenses, urgent requirements and other minor general operational costs. Vouchers for payments made from petty cash floats shall be forwarded to the Administration Assistant (Finance and Administration) with a claim for reimbursement.
- 10.10 The general rules to be applied to petty cash are as follows:-



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- (a) The petty cash float limit of £500 is for the purpose of one off minor expenses, and other operational costs. Receipts must be retained for payments made from petty cash to substantiate the payment.
- (b) Income received must not be paid into the petty cash float but must be separately banked, as provided for elsewhere in these Regulations.
- (c) The Administration Assistant (Finance & Administration) will be responsible for, and keep records of all petty cash transactions. Payments to reimburse the petty cash float will be drawn against the Council's current bank account.

## **11. Payment of Salaries and Wages and Members Allowances**

- 11.1 As an employer, the Council will make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. All employee-related payments will be made in accordance with the current requirements of the above legislation, any other relevant legislation e.g. sickness, maternity and paternity pay statutory benefits, the National Joint Council for Local Government Services (NJC) National Agreement on Pay and Conditions of Service (the Green Book), the requirements of the East Sussex County Pension Fund and the terms and conditions set out in individual contracts of employment.
- 11.2 Timesheets will be required to be completed for any member of staff claiming overtime or working outside normal working hours. All timesheets shall be certified for accuracy and completeness by the Town Clerk or relevant manager.
- 11.3 Claims for car mileage, subsistence and other expenses e.g. train fares, parking charges etc, must be made on an official claim form, supported by receipts or other evidence and duly authorised by the appropriate manager. Payments will be made in accordance with approved rates, which are based on the rates recommended by the NJC.
- 11.4 Payments of Members' claims for participation allowance, subsistence and mileage expenses will be made in accordance with the Council's approved rates.
- 11.5 The payment of all salaries and wages and all employee related payments to staff shall be made by the RFO from the Council's current bank account in accordance with the payroll records, authorised by two Councillors, and will be reported to the Finance & General Purposes Committee.

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## 12. Income and External Funding

- 12.1 The systems and procedures for the collection and banking of all sums due to the Council is the responsibility and under the supervision of the RFO who is ultimately responsible for the collection of all amounts due to the Council.
- 12.2 Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the Council or its Committees, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the Council.
- 12.3 The Council or its Committees will review all fees and charges annually, following a report of the Clerk.
- 12.4 Outstanding debts will be reported to the Finance & General Purposes Committee as and when necessary. Any sums found to be irrecoverable and any bad debts shall be reported to and approved by the Finance & General Purposes Committee before being written off.
- 12.5 All cash and cheques received on behalf of the Council shall be receipted, recorded and banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the Council's bankers with such frequency as the RFO considers necessary which should be not more than seven calendar days following receipt.
- 12.6 The origin of each receipt shall be entered on the paying-in slip.
- 12.7 Personal cheques shall not be cashed out of money held on behalf of the Council.
- 12.8 The Council's insurance cover provides for cash held in safes and in the custody of Council staff e.g. when being prepared for banking. The RFO will review this insurance regularly and ensure that the level of cover is appropriate.
- 12.9 Where any significant sums of cash are received by the Council, the RFO shall take such steps, as are agreed by the Council, to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.
- 12.10 The RFO is also responsible for ensuring that all funding provided by external bodies e.g. Precept from the District Council, any external grants etc, is received promptly, checked for accuracy, properly recorded in the Council's Accounts, and only used for the purposes for which it was paid.

## 13. Treasury Management

### 13.1 *General*

- 13.1.1 Responsibility for the approval and monitoring of Treasury Management lies with the Finance & General Purposes Committee, while responsibility for implementing and administering treasury management decisions lies with the RFO. The Committee shall consider the need for an Investment Policy which, if

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drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Policy shall be reviewed at least annually

13.1.2 All Council monies are controlled by the RFO, as Section 151 Officer.

## 13.2 *Loans*

13.2.1 Responsibility for the approval of any new external borrowing and any rescheduling to existing borrowing lies with the Council and would be based on advice provided by the RFO.

13.2.2 Any new loans will be negotiated on behalf of the Council by the RFO or Town Clerk. All borrowings will be taken out in the name of the Council, after obtaining any necessary borrowing approval. The Council's approved method of borrowing will be Public Works Loan Board (PWLB) Loans and all borrowing will be made up of fixed interest rate loans, at times when interest rates are low, so as not to subject the Council to interest rate fluctuation risk.

13.2.3 The revenue costs to the Council of the current levels of outstanding borrowing will be closely monitored and reviewed by the RFO. Rescheduling or early repayment of debt will only be considered where it is financially advantageous for the Council to do so. A number of factors would need to be considered in terms of the savings achievable in interest payable and annual repayments, and the premiums / discounts that might be incurred / receivable from early repayment of debt.

13.2.4 Borrowing for capital projects will only be considered where absolutely necessary i.e. where no other funding is available.

13.2.5 Detailed records of loans are maintained and regularly reconciled to actual balances held.

## 13.3 *Investments*

13.3.1 Responsibility for the investment of surplus balances lies with the RFO, subject to the approval of the Finance & General Purposes Committee. Any changes to the Council's investments would be reported to the Finance & General Purposes Committee.

13.3.2 All investments of money under the control of the Council shall be in the name of the Council. The Council's approved method of investment will be short term treasury deposits with banks and building societies. The Council's priority will be the security of its investments whilst maximising the interest receivable.

13.2.4 All investment certificates and other documents relating thereto shall be retained by the RFO. Detailed records of investments are maintained and regularly reconciled to actual balances held.

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## 14. Capital Programme Works and Payments Under Contracts

14.1 The Council's rules for the award and management of contracts are laid down as follows:

(a) Every contract shall comply with these financial regulations, and no exceptions shall be made other than in an emergency provided that these regulations shall not apply to contracts which relate to items (i) to (vi) below:

- (i) for the supply of gas, electricity, water, sewerage and telephone services;
- (ii) for specialist services such as are provided by solicitors, accountants, insurance, surveyors and planning consultants;
- (iii) for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
- (iv) for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the Council;
- (v) for additional audit work of the external Auditor up to an estimated value of £250 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice-Chairman of Finance and General Purposes Committee).
- (vi) for goods or materials proposed to be purchased which are proprietary articles and/or are only sold at a fixed price.

(b) Where it is intended to enter into a contract exceeding £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk shall invite tenders from at least three reputable firms with the relevant qualifications and experience.

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

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

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

(g) If less than three tenders are received for contracts above £25,000 or if all the tenders are identical the Council or its Committees may make such

# Seaford Town Council

arrangements as it thinks fit for procuring the goods or materials or executing the works from the three tenders received.

- (h) Any invitation to tender issued under this regulation shall contain a statement to the effect of Standing Order 21.
- (i) When it is to enter into a contract less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £5,000 and above £2500 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10 (4) above shall apply.
- (j) The Council shall not be obliged to accept the lowest or any tender, quote or estimate.

14.2 No expenditure shall be incurred in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless:

(a) The appropriate Committee has received a capital programme report and agreed the capital expenditure;

(b) The Council is satisfied that the project is contained in the approved capital programme;

(c) The Council is satisfied that the necessary capital funds are available.

14.3 Payments on account of a Capital Programme contract shall be made within the time specified in the contract by the RFO upon receipt of authorised certificates from the consultants engaged to supervise the contract.

14.4 Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case when it is estimated that the total cost of work carried out under a contract, excluding fluctuation clauses, will exceed the contract sum by 5% or more a report shall be submitted to the appropriate committee.

14.5 Any variation to a contract or addition to or omission from a contract must be approved by the Town Clerk in writing, and in consultation with the Chairman and Vice Chairman of the spending committee and where appropriate the Chairman of Finance & General Purposes Committee, the appropriate committee being informed where the final cost is likely to exceed the financial provision.

## 15. Management of Consumable Stocks

15.1 The officer in charge of each service area shall be responsible for the care and custody of any consumable stocks utilised in the provision of that service.

15.2 An appropriate method of stock control should be maintained, where relevant, for all material consumable stocks held by the Council

# Seaford Town Council

- 15.3 Delivery Notes shall be retained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.
- 15.3 Stocks shall be kept at the minimum levels consistent with operational requirements.
- 15.4 The RFO shall be responsible for periodic checks of all material stocks and stores at least annually

## **16. Management of Plant, Vehicles, Machinery and Equipment**

- 16.1 The officer in charge of each service area shall be responsible for the care and custody of any plant, vehicles, machinery and equipment utilised in the provision of that service.
- 16.2 An asset register or inventory record must be kept for all plant, vehicles, equipment and machinery utilised in each service area.
- 16.3 The RFO is responsible for the maintenance and update of the Council's fixed asset register and also for the periodic checking of inventory records in respect of specific service areas.
- 16.4 The Town Clerk and RFO, supported by the relevant service managers, will be responsible for maintaining a planned replacement programme for all material plant, vehicles, machinery and equipment in line with the requirements of the Council, for which an earmarked reserve account should be considered.

## **17. Management of Land and Property**

- 17.1 The Town Clerk, supported by the relevant service managers will be responsible for ensuring that the Council's Asset Plan is maintained and updated. The Plan helps to ensure the strategic long-term management of the Council's land, buildings in order to optimise their utilisation in terms of service benefits and service return and identify maintenance and capital investment requirements.
- 17.2 The Town Clerk shall also make appropriate arrangements for the custody of title deeds of properties and land owned by the Council and ensure that a record is maintained recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with the Accounts and Audit Regulations 2003 as amended.
- 17.3 The RFO will ensure that all land and properties owned by the Council, are included on the Council's Asset Register and that they are valued for insurance purposes by a chartered surveyor every five years in accordance with the Accounts and Audit Regulations 2011 as amended.

# Seaford Town Council

17.4 No land or property shall be sold, leased or otherwise disposed of without the authority of the Council and all transactions involving land and property shall be reported to and subject to the agreement of the relevant Committee.

## 18. Insurance

18.1 The RFO is responsible for managing and arranging the Council's insurance cover and negotiating all claims with the Council's insurers in consultation with the Town Clerk.

18.2 The Town Clerk, in consultation with other officers, shall give prompt notification to the RFO of all new risks, and properties, equipment, plant, machinery or vehicles which require to be insured and of any alterations affecting existing insurances.

18.3 The RFO will keep a record of all insurances arranged by the Council, schedules of the property and risks covered and comprehensive records of all insurance claims. The Council's insurance arrangements will be reviewed at least annually and the RFO will meet periodically with the Council's insurers to discuss the Council's insurance arrangements.

18.4 The RFO must be promptly notified of any loss liability, physical damage or any other event likely to lead to an insurance claim. This is the responsibility of the appropriate service manager. Service managers must ensure that any insurance claims are evidenced as far as possible and may be required to assist or liaise with the Council's insurers in relation to any claims made.

18.5 All Members, officers and volunteers of the Council will be covered by personal accident insurance during official duties and fidelity guarantee insurance has been put in place to protect the Council against employee or Member fraud and corruption.

## 19. Risk Management

19.1 The council is responsible for putting in place arrangements for the management of risk. The RFO in consultation with the Town Clerk shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.

19.2 When considering any new activity, the RFO in consultation with the Town Clerk shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

## 20. Taxation

20.1 The RFO is responsible for advising Members and officers on all taxation issues affecting the Council, maintaining the Council's tax records, making all tax payments, receiving tax credits and submitting tax returns by their due date.

# Seaford Town Council

20.2 The main taxation issues relevant to the Council are employee related taxes such as PAYE, National Insurance Contributions and VAT which is payable / receivable from HM Customs and Revenues.

## 21. **Revision of Financial Regulations**

21.1 It shall be the duty of the RFO to review the Financial Regulations of the Council from time to time and to make recommendations to the Council or its committees of any amendments considered to be necessary. The Town Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these financial regulations.

Prepared by: **Samantha J Shippen FCIS, Principal ILCM, CMC**

Adopted by: Seaford Town Council on

Review date: April 2013





## Seaford Town Council

### Report 54/12

<b>Agenda Item No:</b>	<b>9</b>
<b>Committee:</b>	<b>Council</b>
<b>Date:</b>	<b>16 August 2012</b>
<b>Title:</b>	<b>Freedom of the Town Ceremony and Parade</b>
<b>By:</b>	<b>Sam Shippen, Town Clerk</b>
<b>Wards Affected:</b>	<b>All Seaford wards</b>
<b>Purpose of Report:</b>	<b>To advise on arrangements for Freedom of the Town ceremony and parade.</b>

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#### Recommendations

**You are recommended:**

- 1. To endorse the actions of the Town Clerk in making arrangements for the Freedom of the Town.**
- 

#### 1. Information

- 1.1 Following Council decision to award the first Freedom of the Town designations under the Town Council policy to Laurie Holland and Don Mabey, the Town Clerk was requested to make arrangements for a suitable ceremony.
- 1.2 The Town Clerk consulted with the Mayor, Leader and Deputy Leader of the Council and the Leader of the Minority Group in respect of the proposed arrangements.
- 1.3 Having investigated arrangements made at other towns and following a discussion with the recipients arrangements have been made for a ceremony and parade to take place on Sunday 30 September 2012 at 2.30pm.
- 1.4 A church service will be held at St Leonard's Church to which up to 150 guests will be invited by the Mayor and Town Clerk on behalf of the Council. Following the service, a parade will take place from Place Lane, Broad Street, High Street and finish at the Jubilee Garden. Guests will then attend an afternoon tea to be held in the Seaford Head Community College Lower School Hall.
- 1.5 The recipients of Freedom of the Town will be presented with a commemorative scroll and a Honorary Freeman Lapel Medallion.

1.6 A road closure order has been made in respect of the parade, a piper has also been booked. It is anticipated that the Town Crier will also be in attendance on the day.

1.7 It is proposed to commission a commemorative board to record the roll of Honorary Freemen of Seaford to be placed on the staircase at 37 Church Street.

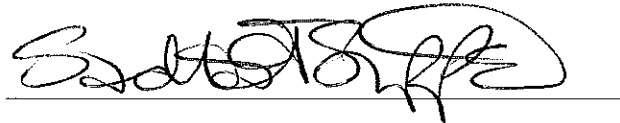
## 2. Financial Appraisal

All costs will be met from within the agreed Civic Expenses budget as planned.

## 3. Contact Officer

The Contact Officer for this report is Sam Shippen, Town Clerk.

Town Clerk

A handwritten signature in black ink, appearing to read 'S. Shippen', is written over a horizontal line.



## Seaford Town Council

Report 55/12

**Agenda Item No:** 10  
**Committee:** Council  
**Date:** 16 August 2012  
**Title:** East Sussex Health Trust Consultation  
**By:** Simon Cooper, Corporate Services Manager  
**Wards Affected:** All Seaford Wards  
**Purpose of Report:** To advise of a consultation document received concerning healthcare in East Sussex.

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### Recommendations

#### 1. To consider a response to the consultation.

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##### 1. Information

- 1.1 We have received a summary consultation document from East Sussex Health Trust concerning proposals to improve specialist stroke services, emergency and higher risk general surgery and emergency and higher risk orthopaedic services in East Sussex.
- 1.2 The summary sets out why they believe change is needed and propose options for the way these three services are provided in the future.
- 1.3 A response has been requested before the consultation closes on 28 September 2012.
- 1.4 The summary consultation document is attached at Appendix A. The document provides directions for obtaining further information should members wish to do so.

##### 2. Financial Appraisal

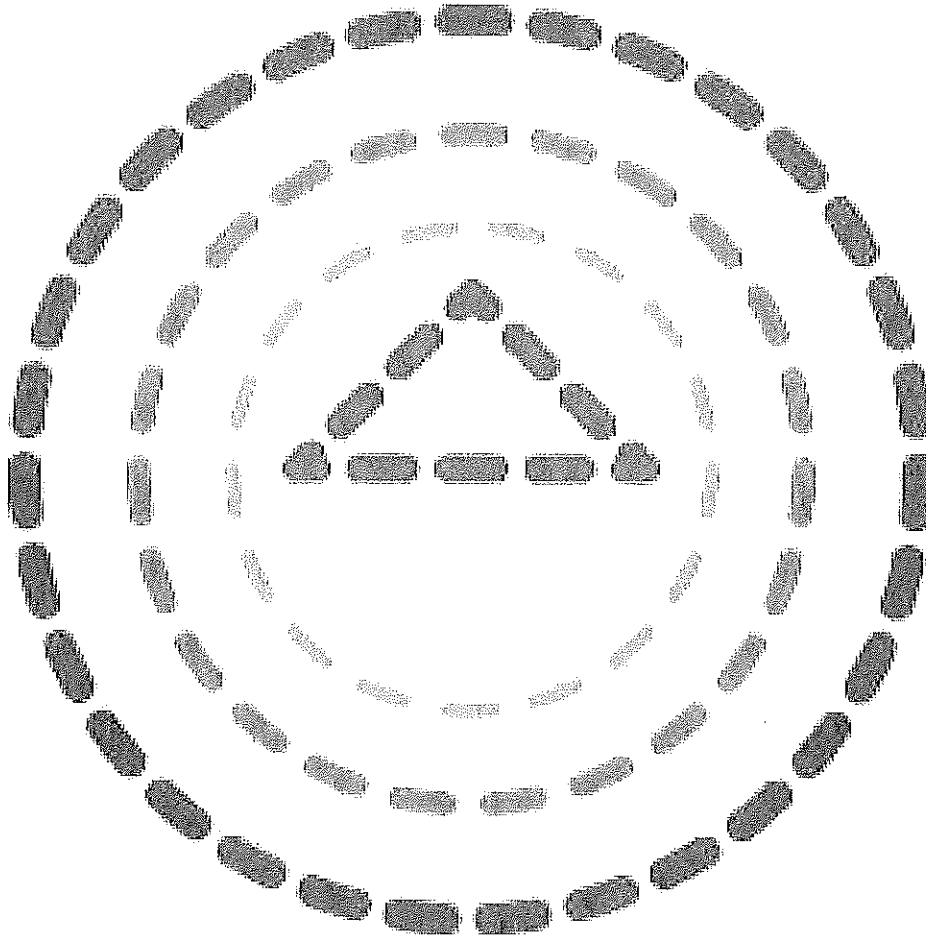
There are no financial implications as a result of this report.

##### 3. Contact Officer

The Contact Officer for this report is Simon Cooper, Corporate Services Manager.

Corporate Services Manager

Town Clerk



# Shaping our future

Summary consultation document

Improving healthcare in East Sussex

We want  
patients to  
achieve the  
best results,  
from the  
best treatments,  
in the best  
Specialised  
centres.



## Foreword

We are firmly committed to improving health services for people in East Sussex. Our priority is to provide the best care possible through a service that meets quality standards and gives patients the chance to recover faster and more fully. Staff at both Eastbourne District General Hospital and Conquest Hospital in Hastings work incredibly hard to provide high quality services to patients, but we know we can all do better.

We want the best for people in East Sussex. We want everyone to be able to access the right care at the right time and in an environment that is designed to meet their specific needs.

To help us achieve this we have worked with hospital colleagues, GPs, patient representatives and other organisations to identify where we could make improvements to ensure safe and sustainable services for the future.

We have also looked at what is working elsewhere in the country, and what national experts recommend. Improvements in the quality and safety of the vast majority of services at both hospitals in East Sussex can be made without significantly changing the way we provide them.

However, we believe specialist stroke services, emergency and higher risk general surgery and emergency and higher risk orthopaedic services are currently organised in a way that means we are unable to provide the best possible care.

We would like to stress that while these services only affect a relatively small number of our patients, we believe there is real scope for improving their care. Arriving at hospital to find your operation has been cancelled because there are no beds available, waiting too long to access expert diagnosis and treatment in an emergency, or not receiving the right level of support to enable recovery in good time is unacceptable.

This summary sets out why we believe change is needed and proposes options for the way these three services could be provided in the future and what those options would mean for patients and staff in East Sussex. This consultation is a real opportunity to reshape services in a way which we believe would significantly improve patients' experience and the quality of care they receive.

We would like to hear your views and encourage you to have your say on the future of stroke, general surgery and orthopaedic services in East Sussex. We know local people worry about the future of their local hospitals and want to make sure they are sustainable in the long term. That is exactly what we want too, and precisely why we have worked hard together as partners to develop these plans for improvement.

**Dr Andy Slater**  
Medical Director

**Dr Martin Writer**  
Eastbourne GP, Chair  
Medical Director

**Dr Roger Elias**

**Dr Greg Wilcox**  
Bexhill GP, Chair

## Our vision for services in East Sussex

The **quality of care** for many patients needs to improve. We have **spoken to many local people and patients** about what they want from the NHS in East Sussex. They have told us they would like to:

- See fewer delays and cancellations to operations
- Be able to see expert doctors and nurses as soon as possible if they need to
- Be able to go home safely from hospital as soon as possible.

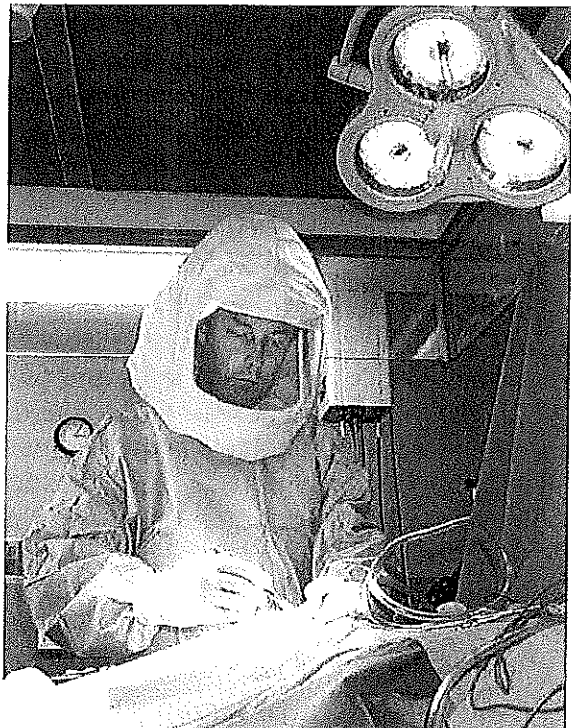
People who have complex health problems need to be seen by a specialist. Evidence shows that **concentrating expertise in specialist centres** with large teams of expert doctors and nurses leads to better quality care for patients. Staff at a larger unit will see a greater number of patients and this will improve their skills and experience. Being treated by dedicated, specialist teams saves lives and gives patients the best chance of a full recovery.

Whenever someone becomes ill – **no matter what day of the week** – patients deserve to have the same high standards of quality care. At the moment, that is not always the case, with many specialist staff only working Monday to Friday. This means patients coming in to hospital at the weekend often don't get the same quality care as those who come in to hospital in the week. Having specialist services located at one site instead of spread across two will mean that we can provide larger teams with specialist doctors, nurses and therapists available seven days a week.

The **East Sussex population has changed** over recent years. People are living longer and there are more people living with long-term conditions like coronary heart disease and diabetes. Almost one person in four in East Sussex is 65 or older and **we have the highest proportion of people aged 85 or over** in England.

Conditions such as strokes, osteoporosis and intestine problems requiring surgery are more common in older people and recovery often involves complications and takes much more time. This changing population means we need to change the way healthcare is provided.

We believe services can be improved and re-organised to better meet the needs of the population now as well as in the future.



## Improving stroke services

A stroke is a type of brain injury which causes brain cells to be damaged or die. It can be caused by a bleed in the brain or a blockage, such as a blood clot.

**Patients are 25% more likely to survive or recover from a stroke if they are treated in a specialist centre.** Time is critical for a stroke patient and those who are seen by an expert quickly at good quality specialist stroke units are much less likely to become seriously disabled or die from a stroke. At the moment, both Eastbourne District General Hospital and Conquest Hospital in Hastings treat stroke patients but neither is a specialist 'hyper acute' stroke unit. Stroke patients are spending too long in hospital and not recovering as well as they should be.

We want to concentrate specialist stroke services at either Eastbourne District General Hospital or Conquest Hospital. This would mean we could provide:

- A dedicated East Sussex stroke unit led by specialist doctors and supported by a 24 hour, 7 days a week team that can diagnose and treat strokes quickly.
- Faster access to brain scanning and other equipment available around the clock.
- Care from specialist therapists, nurses and counsellors available every day.
- Good quality rehabilitation for stroke patients with more beds available at the stroke rehabilitation unit at the Irvine Unit, in Bexhill.





## Improving general surgery and orthopaedic services

General surgeons operate on abdominal organs such as the intestines, stomach, small bowel, colon and gallbladder. Their work includes operations like taking out an appendix or repairing a hernia as well as some cancer surgery. Orthopaedic surgeons operate on bones, joints, ligaments, nerves and muscles. Their work includes operations like hip and knee replacements as well as repairing broken bones and spinal injuries.

Operations are either planned in advance or carried out in an emergency. The best quality care for patients is delivered by specialist surgeons working in dedicated units with specialist support staff, training and facilities. At the moment, both general surgery and orthopaedic services are spread over Eastbourne District General Hospital and Conquest Hospital and we are not able to provide the best quality care and experience for patients.

With small teams of surgeons at both sites, a surgeon is not always available in an emergency and patients in need of urgent care are waiting too long to be seen. Lack of specialist staff also means too many planned operations are being cancelled. We want to change this.

We believe re-organising orthopaedics and general surgery services would significantly improve the care we can provide. We have already started to make improvements, including:

- **Rapid assessment clinics** to help make sure you are not taken to hospital unless you really need to be.
- **More day surgery** so people don't have to stay overnight in hospital and can recover at home.
- **More one-stop clinics** so that patients see a specialist and have any tests they need during one visit rather than having to come back for more appointments.

So, we want to make important changes and we think all emergency and higher risk general and orthopaedic surgery should be provided at a specialist trauma unit at one main hospital site only. High risk surgery is when the surgeon thinks the patient's condition is serious and they could need more than one operation. This would mean we could provide:

- **Rapid early assessment** of each new patient by a senior specialist to make sure patients are given the right treatment for them as early as possible after they arrive at hospital.
- **More dedicated staff and beds** so that people are treated when planned and last minute cancellations don't happen.
- **More appropriate care for older patients** from staff specialising in elderly care.
- **More rehabilitation and support** so that people spend less time in hospital and return home as soon as possible.

## Improving other services in East Sussex

Accident and emergency services will continue to be provided at both hospitals. Emergency hospital care for medical conditions such as heart attacks and pneumonia will continue to be provided in both hospitals along with the services needed to support them such as intensive care, x-ray and scanning.

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### Location of specialist services

The two main hospitals in East Sussex are Eastbourne District General Hospital and Conquest Hospital in Hastings. There are also community hospitals in Crowborough, Lewes, Uckfield, Rye and Bexhill, and additional NHS services are provided in people's homes, GP surgeries, schools, and health centres. One of the aims of these plans is to make sure that both main hospitals carry on providing excellent services to local people when they need them. These will continue to be supported by the five community hospitals.

We have described why we believe some of our specialist services should be centralised to provide much better care from one main hospital site. We know it would be possible for these services to be provided from Eastbourne District General Hospital or Conquest Hospital, or for general surgery and orthopaedic surgery to be provided from one hospital site and stroke services from the other hospital site. We would like to know where you think these services should be provided.

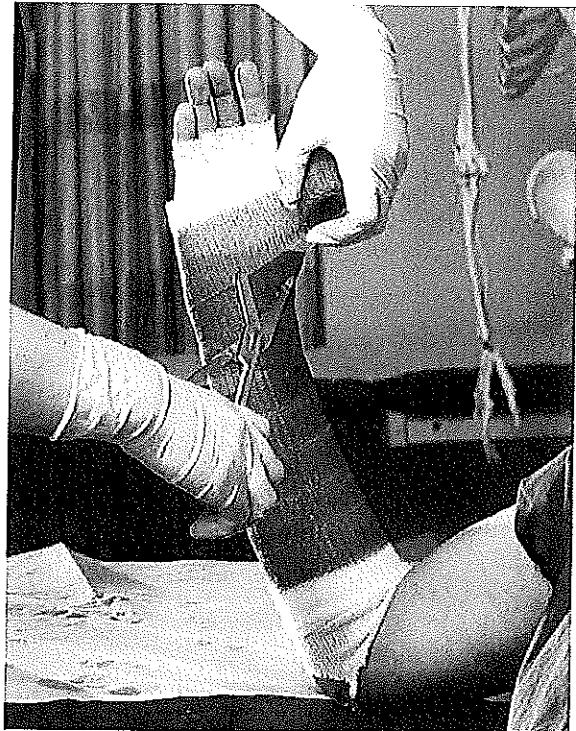
We know that for small numbers of patients, it may be further to travel depending on which hospital sites are chosen to deliver these services, but we believe the better quality care people can expect is worth it.

We are also making sure that most services will not change and for most illnesses, people will continue to go to their nearest hospital. More information about travel times is available in the consultation document.

You can view the document on our website at:

[www.esht.nhs.uk/shapingourfuture](http://www.esht.nhs.uk/shapingourfuture)

or request a copy by calling 01273 485300.



## What do you think?

This consultation is your chance to have a say on the future of specialist stroke, emergency and higher risk general surgery and orthopaedic surgery in East Sussex. If you have an interest in the future of these services, we would like you to respond. Everyone's view will be considered.

You'll find out more about the proposals and how to have your say by:

- Going to the website [www.esht.nhs.uk/shapingourfuture](http://www.esht.nhs.uk/shapingourfuture)
- Requesting a copy of the consultation document
  - Tel: 01273 485300 and ask to speak to the Shaping our future team
  - Email: [spctc.shapingourfuture@nhs.net](mailto:spctc.shapingourfuture@nhs.net)
- Attending a consultation event - details of these events will be on our website and will be publicised in the local newspapers.

Please give your response before the consultation closes on the 28<sup>th</sup> September 2012.

If you would like more information please contact 01273 485300 or email [spctc.shapingourfuture@nhs.net](mailto:spctc.shapingourfuture@nhs.net) for more information.

Information can be provided in Braille, easy read, large print or other languages on request.



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## Seaford Town Council

### Report 51/12

<b>Agenda Item No:</b>	<b>11</b>
<b>Committee:</b>	<b>Council</b>
<b>Date:</b>	<b>16 August 2012</b>
<b>Title:</b>	<b>Application of Seal to Scouts Lease</b>
<b>By:</b>	<b>Simon Cooper, Corporate Services Manager</b>
<b>Wards Affected:</b>	<b>All Seaford Wards</b>
<b>Purpose of Report:</b>	<b>To request that the Town Clerk be authorised to apply the Council seal to the new lease with the 6<sup>th</sup> Seaford Scouts.</b>

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#### Recommendations

You are recommended:

1. To authorise the Town Clerk to apply the Council seal to the new lease with the 6<sup>th</sup> Seaford Scouts for the Scout Hut situated at the Salts Recreation Ground, in accordance with Standing Order 14.
- 

#### 1. Information

- 1.1 The renewed lease with the 6<sup>th</sup> Seaford Scouts for the Scout Hut situated at the Salts Recreation Ground has now been drafted following negotiations between the Town Clerk, Corporate Services Manager and the Scouts. An engrossment can be produced ready for signing and sealing. The final draft of the lease is attached at appendix A.
- 1.2 To complete the execution of the engrossed lease will require the application of the Council seal.
- 1.3 Under Standing Order 14 the Town Clerk has authority to apply the Council seal to documents in the presence of two Councillors once authorised by a resolution of the Council.

#### 2. Financial Appraisal

There are no financial implications to this report

**3. Contact Officer**

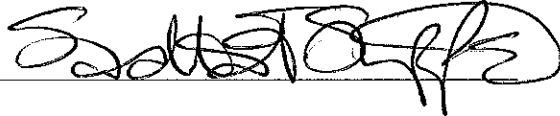
The Contact Officer for this report is Simon Cooper, Corporate Services Manager.

Corporate Services Manager



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Town Clerk



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Dated 2012

SEAFORD TOWN COUNCIL

To

THE TRUSTEES FOR THE TIME  
BEING OF THE  
6<sup>th</sup> SEAFORD SCOUT GROUP

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LEASE

Of

Land and buildings at The Salts  
Recreation Ground, Seaford

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Commencing:

Terms of years: 15

Expiring: 2027

Rent per annum: £420  
(subject to review)

Rent review: On the 31<sup>st</sup>  
March in each of  
the following  
years 2015,  
2018, 2021 and  
2024.

THIS LEASE made the        day of        August        2012        BETWEEN SEAFORD TOWN COUNCIL of 37 Church Street, Seaford (hereinafter called "the Council") of the first part and THE TRUSTEES FOR the time being of 6<sup>th</sup> Seaford Scout Group

WITNESSETH as follows:-

## 1. DEFINITIONS

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

- 1.1 the demised premises:                    the property described the First Schedule hereto
- 1.2 the term hereby granted:        15 years commencing on the date hereof
- 1.3 the permitted use:                    as a scout hut and ancillary uses thereto
- 1.4 the initial rent:                        £420 per annum
- 1.5 review date:                            the 31<sup>st</sup> March in 2015, 2018, 2021 and 2024
- 1.6 review notice:                        a notice from the Council calling for review of the rent
- 1.7 new rent:                                the rent payable from the review date

## 2. INTERPRETATION

In the interpretation of this Lease

- 2.1 "the Council" includes the person for the time being entitled to the reversion immediately expectant on the termination of the term hereby granted.
- 2.2 "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.
- 2.3 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.
- 2.4 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 Town Clerk for the time being.
- 2.5 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.



- 2.6 "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.
- 2.7 "base rate" means the published base rate from time to time of the bank but if no such rate shall be published two per centum above the rate paid by the bank from time to time on deposits of the minimum sum accepted at interest for repayment on seven days' notice.
- 2.8 "interest" is at the annual rate of four per centum above the base rate for the time being compounded with rests on each quarter day.
- 2.9 "the Rent" until the First review date means the initial Rent. Thereafter the "the Rent" means the sum ascertained in accordance with the provisions of Clause 4.
- 2.10 Any covenant to pay interest shall be a covenant to pay interest at the said rate both before and after judgment or arbitration award.
- 2.11 The clause paragraph and schedule headings to not form part of this document and are not to be taken into account in its construction or interpretation.

### 3. DEMISE

The Council hereby demises unto the Lessee with full title guarantee ALL THAT the demised premises TOGETHER WITH the landlord's fixtures and fitting in and upon the demised premises EXCEPTING AND RESERVING unto the Council its successors in title and its lessees licensees owners and occupiers for the time being of adjacent and neighbouring land (in common with the Lessee where appropriate).

#### *Rights for services etc*

- 3.1 The right to the free and uninterrupted passage and running of water soil electricity and other services as now or hereafter to be used and enjoyed from or to other buildings and land of the Council or its lessees licensees owners and occupiers as aforesaid through the mains pipes sewers drains channels and cables in over or under the demised premises along such routes and in such positions as at present exist or as the Lessee shall in the future agree (such agreement not to be unreasonably withheld) and in the event so as not to interfere with any approved constructions on the demised premises TOGETHER with the right to lay construct and maintain (or permit to be laid constructed and maintained) in over or under the demised premises such further mains pipers sewers drains channels and cables manholes stopcocks inspection chambers and similar apparatus as may be in the opinion of the Council necessary during the term hereby granted and also with the right for the Council and its agents and all other persons lawfully authorised with or without workmen and others at all reasonable times to enter upon the demised premises or any part thereof for the purpose of laying constructing inspecting maintaining repairing and renewing any main pipe sewer drain channel manhole stopcock cable inspection chamber or similar apparatus the Council or such other person as aforesaid making good all damage caused to the demised premises by reason of the carrying out of any such works.

*Rights to build on adjacent land etc*

- 3.2 The right at any time and from time to time hereafter to build upon and use any of its adjoining or neighbouring lands and rebuild or later any of the buildings now or hereafter to be erected thereon according to such plans (whether as to height extent or otherwise) and in such manner as they deem fit notwithstanding any interference thereby occasioned to the access of light and air to the demised premises or any buildings now or hereafter to be erected on the site thereof.

*Quasi rights and easements*

- 3.3 The right to support and shelter and all other easements and rights and quasi easements and quasi rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring land or buildings and

*Rights to erect scaffolding*

- 3.4 The right to erect and keep in position for such period or periods as may be necessary scaffolding (with working platforms) adjoining any of the external walls of the demised premises (with the right to make such fixings to the demised premises as may be necessary) for the purpose of repairing painting maintaining inspecting or rebuilding any parts of the building of which the demised premises form part of the Council or such persons authorised as aforesaid making good any damage thereby caused to the demised premises.

*Mines and minerals*

- 3.5 All mines and minerals (including sand and gravel) in under or upon the minerals demised premises

*Hadendum*

4. TO HOLD the same unto the Lessee for the term hereby granted (determinable nevertheless as hereinafter mentioned) subject to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the demised premises including any matters contained or referred to in the Third Schedule yielding and PAYING THEREFOR
- (a) the initial rent or such other rent as may be agreed or determined in accordance with Clause 4 hereof to be paid by four equal quarterly payments in advance on the usual quarter days in every year without any deduction whatsoever the first payment (apportioned if necessary) in respect of the period from the commencement date to the quarter day next after the date hereof to be paid on the execution hereof
- (b) The rent shall be reviewed in accordance with the following provisions.

**Definitions**

Annual Rent: rent at an initial rate of £420 per annum and then as revised pursuant to this lease and any interim rent determined under the 1954 Act.

Base RPI Month: August 2012

Base Rent: rent of £420 per annum

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

Rent Payments Dates: 1<sup>st</sup> April in each year with the first payment being a pro rata amount

Review Date: 31<sup>st</sup> March 2015 and every third anniversary of that date except 31<sup>st</sup> March 2027

#### 4.1 REVIEW OF THE ANNUAL RENT

4.1.1 The amount of Annual Rent shall be reviewed on Review Date to equal the Annual Rent payable immediately before the relevant Review Date or the indexed rent determined pursuant to this clause.

4.1.2 The indexed rent shall be determined at the relevant Review Date by multiplying the Base Rate by the index value of the RPI for the month before the month in which the Relevant Date falls, then dividing the product by the index value of the RPI for the Base RPI Month.

4.1.3 The Landlord shall calculate the indexed rent [as soon as reasonably practicable] and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.

4.1.4 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant at least five working days before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date.

4.1.5 The shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified that Review Date; and

4.1.6 Time shall not be of the essence for the purposes of this clause.

#### 5 LESSEE'S COVENANTS

The Lessee hereby covenants with the Council as follows:

*To pay rent*

##### 5.1

(a) To pay unto the Council during the term hereby granted and during any statutory extension thereof the Rent on the days and in manner aforesaid without any deductions whatsoever and without exercising any right of set off.

- (b) To pay interest on all or any part of any instalment of the Lease Rents hereby reserved from seven days after the same shall have become due until the date of payment.

*To pay rates etc*

- 5.2 To pay and discharge all existing and future rates taxes charges duties assessments and outgoings whatsoever whether parliamentary local or otherwise now or hereafter imposed or charged upon the demised premises or any part thereof or upon the owner or occupier thereof or payable by either in respect thereof to the appropriate authorities respectively responsible for collecting the same.

*To comply with Planning Acts*

5.3

- (a) At all times to comply with the requirements of the Planning Acts insofar as they affect the demised premises and to indemnify to the Council against all proceedings expenses claims and demands in respect of any contravention by the Lessee of any provision of the Planning Acts
- (b) To comply with any conditions attached to any temporary planning permission that the Lessee implements and which are intended to be complied with when the premises cease to be used in accordance with that planning permission even though the period for which the permission was granted extends beyond the date of termination of this Lease
- (c) Whenever required to permit the Council to enter upon the demised premises to comply with any requirement lawfully made of them under the Planning Acts by any competent authority notwithstanding that any action reasonably necessary for compliance interferes with the Lessees or the Units enjoyment of the demised premises
- (d) For the purposes of this sub clause the 'Planning Acts' shall mean the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservations Areas) Act 1990 any statutory amendment or re-enactment thereof or any Acts replaced thereby and any regulations or orders made respectively thereunder.

*To repair*

5.4

- (a) To put and keep the whole of the demised premises and all new buildings which may at any time during the term hereby granted be erected on and all additions made to the demised premises and the landlord's fixtures and fittings herein in good repair and in good decorative order AND to renew and replace with new fixtures and fittings of a like nature all landlord's fixtures and fittings belonging to the demised premises which may become or be beyond repair at any time during or at the expiration or sooner determination of the term hereby granted

- (b) To keep part of the land forming part of the demised premises as is from time to time undeveloped and the grass gardens and any tree 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 property 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 roads and other like things the use of which is common to the demised premises and other premises (including in the case of a road any expenses of bringing the same up to a suitable standard for adoption by the Local Highway Authority) 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*

- 5.5 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 under the provisions of Clause 5.19 then as often as the same shall happened diligently and with all convenient speed completely to repair reinstate 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 satisfaction of the Council's Surveyor the Lessee applying all money received under any insurance policy effected in accordance with this lease towards such repair reinstatement or rebuilding as the case may be proceeds and in accordance with a certificate or certificates to be issued by the Council's Surveyor as to the value of the works completed to his satisfaction as aforesaid any moneys (except rent insurance moneys) received by the Council from insurance of the demised premises in respect of such damage or destruction PROVIDED there shall be no obligation on the Council to make available to the Lessee at any time insurance moneys of an amount exceeding the total costs and expenditure actually incurred by the Lessee up to the same time in such repairing reinstating or rebuilding.

5.6 *To comply with statutory requirements*

- (a) To execute all works on or in respect of the demised premises now or from time to time throughout the term hereby granted lawfully required to be executed by any local or public authority (including works required

under the Offices Shops and Railway Premises Act 1963 the Public Health Acts or the Factories Acts or any enactment amending or replacing the same for the time being in force) whether the said works shall be required to be executed by the landlord or by the tenant and in all respects and at the Lessee's own expense to comply with and cause to be complied with the provisions of all statutes byelaws and regulations for the time being in force and the requirements of any competent Authority affecting or relating to the demised premises or the use thereof and at all times to indemnify and keep indemnified the Council against all claims demands expenses and liability in respect thereof

- (b) To take all necessary precautions to ensure that any effluent discharged into the drains and sewers of the demised premises will not be corrosive or in any way harmfully affect such sewers and drains
- (c) To ensure that adequate measures and taken to prevent the emission of smoke grit dust or fumes from the demised premises

*To repair on notice*

- 5.7 Within three calendar months from the receipt of written notice given by the Council or sooner if requisite to execute all repairs and works for which the Lessee is liable hereunder and required by such notice to be done and in the event of the repairs and works not being carried out within three months of such a notice the Council shall be permitted access to carry out such repairs and works at the expense of the Lessee, provided that in the event of the Lessee notifying the Council, in writing within 14 days of the Notice of Repair being served, that there is a dispute over the requirement to execute repairs or works, then unless agreement is reached between the parties a Surveyor shall be agreed upon or in default shall be appointed by the president for the time being of the Royal Institute of Chartered Surveyors to adjudicate. The Surveyors decision shall be final and binding upon the parties and the Surveyor shall adjudicate upon who shall be liable for the Surveyors cost. However this counter notice procedure and adjudication procedure shall not apply in respect of any works or repairs that the absence of work or repairs shall materially affect the structure or integrity of the demise premises and this decision shall be in the reasonable discretion of the Council acting upon professional advice.

*To permit Council to enter and view and take inventories*

- 5.8 To permit the Council by its Surveyor or other Agent twice or oftener in ever year during the term hereby granted at reasonable hours in the day time to enter the demised premises to view the state of repair and condition of the same and take inventories of the fixtures therein

*User of the Premises*

- 5.9 Not without the written consent of the Council under the hand of its Clerk to use or permit or suffer to be used the demised premises or any part thereof otherwise than solely and exclusively as and for the permitted use as out herein

*Not to permit nuisance*

- 5.10 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*

- 5.11 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

5.12 *Advertisements on windows and projecting advertisements*

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 be unsightly undesirable 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*

- 5.13 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

*Not to assign etc*

5.14

Not to assign demise underlet or otherwise part with possession of the whole or any part of the demised premises (here meaning a portion only and not the whole thereof) or to share occupation of the whole or any part thereof for all or any part of the term hereby granted save that an Assignment to other trustees for a unit of the Scout Association or the Girl Guides Association shall not be deemed to be a breach of this covenant and provided that the hiring out of the demised premises to occasional use by another organisation shall be deemed to be not a breach of this covenant provided that the consent is obtained in writing from the Council through the Town Clerk, such consent not to be unreasonably withheld or delayed

*To permit notice board for reletting*

5.15 To permit the Council or its Agent at any time within three calendar months before the expiration or sooner determination of the term hereby granted to enter upon the demised premises and to affix and retain without interference upon any suitable part thereof a notice board for reletting the same and to permit all persons by order in writing of the Council or its Agent to view the demised premises at reasonable hours in the daytime without interruption

5.16

*To prevent encroachment and new easements*

To take all necessary steps to prevent any encroachment upon the demised premises or acquisition of any new right to light passage drainage or other easement over upon or under the demised premises and to give notice to the Council of any threatened encroachment or attempt to acquire such easement

*To pay expenses of s:146 notice*

5.17

To pay all expenses (including solicitors' costs and surveyors' fees) incurred by the Council of and incidental to the preparation and service of

- (a) any notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court
- (b) all notices and schedules relating to wants or repair of the demised premises whether the same be served during or after the expiration or sooner determination of the term hereby granted

*Increased premiums and insurance reimbursement*

5.18

To pay to the Council by way of full reimbursement the costs incurred by the Council in arranging the insurance referred to in clause 6.2 and further to the extent that any insurance premium payable in respect of any adjoining or neighbouring property of the Council is increased by reason of the use to which the Lessee puts all or any part of the demised premises to pay to the Council on demand the amount of such increase

*To yield up*

5.19



- (a) If so required by the Council at their own expense to remove from the demised premises all building of movable nature and to make good the surface of the ground to the satisfaction of the Council
- (b) At the expiration or sooner determination of the term hereby granted quietly to yield up the demised premises and the fixtures and fittings and additions thereto (tenant's fixtures only excepted) in good repair

## 6 COUNCIL'S COVENANTS

The Council hereby covenants with the Lessee as follows:

### *Quiet enjoyment*

- 6.1 That the Lessee paying the Rent 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

### *To insure*

#### 6.2

- (a) At all times to keep the demised premises and all additions thereto of which the Lessee has notified the Council insured to the full cost of reinstatement under a policy complying with the terms of this Clause
- (b) To produce to the Lessee 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 the Clause if:
  - (i) it provides cover for the full reimbursement value of the demised premises 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 the 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
  - (ii) 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 the cost of preparation of the site including shoring up debris removal demolition site clearance and any that may be required by statute or incidental expenses and three years' loss of rent

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

## 7 THE PROVISOS

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

### *Power of re-entry*

- 7.1 If the Rent hereby reserved or any of them or any part thereof shall at any time be in arrear or unpaid for twenty one days after the same shall have become due (whether formally or legally demanded or not) or if any of the covenants conditions or agreements herein contained and on the Lessee's part shall not be performed and observed or if the Lessee being an individual shall become bankrupt or being a company shall enter into liquidation whether voluntary or compulsory (otherwise than for the purpose of reconstruction or amalgamation) of the Lessee shall enter into any composition with the Lessee's creditors or suffer any distress or execution to be levied on the Lessee's goods then and in such case it shall be lawful for the Council or any person duly authorised by it in that behalf to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine but without prejudice to any right of action or remedy of the Council in respect of any arrears of rent or any antecedent breach of any of the covenants by the Lessee hereinbefore contained.

### *Insurance*

- 7.2 In any case in which it is not possible within three years (unless it becomes apparent an earlier time that it is not practicable to commence rebuilding within that time period) of any building on the demised premises suffering any insured loss or damage to enter into a contract for the rebuilding or reinstating thereof the insurance moneys and all interest earned thereon shall be paid to the Council

### *VAT*

- 7.3 Any sums payable hereunder by the Lessee shall be deemed to be exclusive of value added tax and the amount of any such tax payable thereon (whether by the Lessee or by the Council) shall be paid by the Lessee to the Council

### *Arbitration*

- 7.4 Any dispute or question to be referred to arbitration hereunder shall be referred in accordance with the Arbitration Act 1996 to a single arbitrator nominated in default of agreement between the Council and the Lessee by the then President of the Royal Institution of Chartered Surveyors at the request of either of them

### *Landlord and Tenant Act 1954 provision for compensation*

- 7.5 Subject to the provisions of sub section (2) of Section 38 of the Landlord and Tenant Act 1954 neither the Lessee nor any assignee or underlessee of the

term hereby granted or of the demised premises or any part thereof shall be entitled on quitting the demised premises or any part thereof to any compensation under Section 37 of the same Act (as amended by the Law of Property Act 1969) or under any corresponding provision in any Act amending or replacing the same

#### *Notices*

- 7.6 Any demand of payment or notice requiring to be made upon or given to the Lessee shall be well and sufficiently made or given if sent by registered letter post or the recorded delivery service addressed to the Lessee at the Associations address or left for the Lessee at the demised premises and that any notice requiring to be given to the Council (not including its assigns) shall be well and sufficiently given if sent by the Lessee by registered post or the recorded delivery service addressed to the Council at its offices at 37 Church Street, Seaford, East Sussex or left for the Council at its office aforesaid and that any demand or notice sent by registered post or recorded delivery service in either case shall be assumed to have been delivered in the usual course of post

#### *Rights of the Council*

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

#### *Marginal notes*

- 7.8 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 here contained or implied or for the purpose of defining the rights or liabilities of the parties hereunder

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

#### FIRST SCHEDULE (The demised premises)

ALL THAT land and buildings situate at the Salts Recreation Ground Seaford as shown for identification purposes only coloured pink, coloured pink hatched black and green on Plan E11799 together with all necessary rights of access and egress on foot only over the Council's land coloured green on the plan and together also with the right to lay use and maintain in such positions as may previously be agreed in writing with the Council all wires cables waters and drainage pipes and conduits the Lessee causing as little damage as possible to the surface of the Council's adjacent and neighbouring land in the exercise of such rights and making good to the satisfaction of the Council all damage nonetheless caused.

THE COMMON SEAL OF )  
SEAFORD TOWN COUNCIL )  
was hereunto affixed in the presence of: )

SIGNED AND DELIVERED AS )  
A DEED by as Trustee of the )  
6<sup>th</sup> SEAFORD SCOUT GROUP )  
in the presence of: )

SIGNED AND DELIVERED AS )  
A DEED by as Trustee of the )  
6<sup>th</sup> SEAFORD SCOUT GROUP )  
in the presence of: )



## Seaford Town Council

Report 49/12

**Agenda Item No:** 12  
**Committee:** Council  
**Date:** 16 August 2012  
**Title:** Fair Trade Resolution  
**By:** Simon Cooper, Corporate Services Manager  
**Wards Affected:** All Seaford Wards  
**Purpose of Report:** To advise of a request to renew Seaford's status as a Fair Trade Town

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### Recommendations

1. To pass the resolution "To support Fair Trade in Seaford and to serve Fair Trade coffee and tea at meetings and in the Council offices".
- 

### 1. Information

- 1.1 Seaford was awarded recognition as a Fair Trade Town in 2008.
- 1.2 It is necessary for Fair Trade Towns to re-apply periodically.
- 1.3 In order to re-apply the Council is required to pass a resolution supporting Fair Trade in Seaford and to serve Fair Trade coffee and tea at its meetings and in its office.
- 1.4 Council Staff, who provide their own coffee and tea, are not included in this resolution.

### 2. Financial Appraisal

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

### 3. Contact Officer

The Contact Officer for this report is Simon Cooper, Corporate Services Manager.

Corporate Services Manager

Town Clerk

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## Seaford Town Council

**Report 56/12**

<b>Agenda Item No:</b>	<b>13</b>
<b>Committee:</b>	<b>Council</b>
<b>Date:</b>	<b>16 August 2012</b>
<b>Title:</b>	<b>Town Council Board Inscription</b>
<b>By:</b>	<b>Simon Cooper, Corporate Services Manager</b>
<b>Wards Affected:</b>	<b>All Seaford Wards</b>
<b>Purpose of Report:</b>	<b>To gain approval to add Town Council Clerks to the Council Board in the Council Chamber.</b>

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### Recommendations

**You are recommended:**

- 1. To agree that Town Council Clerks to Seaford Town Council be added to the right hand return on the Council Board in the Council Chamber.**
- 

### 1. Information

- 1.1** This report is being presented in response to a request received by e mail from a resident making a formal request to the Town Council that the names of Seaford Town Clerks are added to the Council Board, as a matter of historical record.
- 1.2** The Town Council Board in the Council Chamber is the former Seaford Urban District Council Board which was adapted in 1999 when Seaford Town Council was formed.
- 1.3** The main board has the Chairmen of SUDC on the right and Mayors of STC on the left. The left return has Town Council Leaders whilst the right return is blank.
- 1.4** As Leaders are listed on the left return for the Town Council, it would be consistent to list Town Clerks since the formation of the Town Council in 1999.
- 1.5** A similar proposal was considered by the Council in August 2011.

**2. Financial Appraisal**

If the work is carried out at the time Mayors details are added the additional cost is not expected to be significant.

**3. Contact Officer**

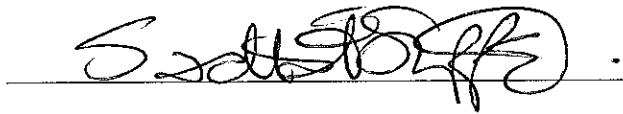
The Contact Officer for this report is Simon Cooper, Corporate Services Manager.

Corporate Services Manager



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Town Clerk



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## Seaford Town Council

Report 57/12

<b>Agenda Item No:</b>	<b>14</b>
<b>Committee:</b>	<b>Council</b>
<b>Date:</b>	<b>16 August 2012</b>
<b>Title:</b>	<b>Standing Items on Council Agenda</b>
<b>By:</b>	<b>Sam Shippen, Town Clerk</b>
<b>Wards Affected:</b>	<b>All Seaford Wards</b>
<b>Purpose of Report:</b>	<b>To advise of request received from Councillor Adeniji for two standing items to be included on Council Agendas</b>

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### Recommendations

**You are recommended:**

- 1. To agree that a task and finish Working Group be established to consider suitable methods for councillors to share information regarding representation on outside bodies and ward issues of interest to others, with the intention of reporting back to a future meeting of Council.**
  - 2. Subject to approval of 1, to appoint members to the Working Group.**
- 

### 1. Information

- 1.1** Following discussion of Standing Orders at the Council Meeting held on 14 June 2012, Councillor Adeniji was requested to discuss his proposals for changes with the Town Clerk
- 1.2** Discussions between Councillor Adeniji and the Town Clerk had not taken place when Councillor Adeniji requested an item be placed on this agenda for consideration under Standing Order 4.
- 1.3** The Town Clerk has subsequently requested such discussions. However Councillor Adeniji has requested that the matter be considered by Council.
- 1.4** It is requested that Council consider
  - a)** A standing item not exceeding 15 minutes be added to the Council agenda in order that individual members of the Council have an opportunity to present oral feedback to the full Council on previous meetings they have attended as official representatives on outside bodies. Individual members oral report shall not exceed 3 minutes. Members will be called on a first come first serve basis

- b) A standing item not exceeding 15 minutes be added to the Council agenda in order that individual members of the Council have an opportunity to present a “ward feedback”, or events happening in their wards. Ward feedbacks are purely informational and no resolution, vote or action plan will be taken by the Council as a result of the ward feedback. Individual members report must not exceed 3 minutes. Members will be called on a first come first serve basis.
- c) That should 1 and 2 be adopted , this be reviewed at the Annual Council Meeting on the 9<sup>th</sup> of May 2013 and the Council be presented with an opportunity on voting on whether to retain the above two items as standing items on its agenda.

Information from Councillor Adeniji in respect of this request is included at Appendix A of this report.

- 1.5 As outlined by the Town Clerk at the meeting held on 14 June 2012, Standing Orders and Council Policy regarding Representation on Outside Bodies already allow adequately for individual members to raise items for discussion and decision making upon any agenda.
- 1.6 Under the statutory provisions (law) which govern proceedings at local councils, three clear days’ notice is required to be given specifying the business to be transacted. It is possible that having such items as proposed on an agenda could lead to unlawful decision making and are not good practice in a similar way to “any other business”. Statutory provisions differ for local councils than those which apply to principal authorities such as district councils.
- 1.7 As proper officer to the Council, the Town Clerk appreciates the background to the proposal and therefore recommends that the proposal remain on the table pending formation of a task and finish Working Group being established to consider methods for councillors to share information regarding representation on outside bodies and ward issues of interest to others, with the intention of reporting back to a future meeting of Council.
- 1.8 If Council agrees to the formation of a working group, it is suggested that this be a group of three or four members with the Town Clerk.

## 2. Financial Appraisal

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

## 3. Contact Officer

The Contact Officer for this report is Sam Shippen, Town Clerk.

Town Clerk



**1 Information**

- 1.1. The full meeting of the Council is one of the few times that all 20 members of the Council are present. Therefore this motion seeks to propose ways in which Council meetings can be used not only to discuss the formal business of the Council but also to help enhance communication and feedback amongst members
- 1.2. The Council currently has a standing item on its agenda which allows the local police to share and communicate with Councillors, this motion seeks to build on this by introducing two ways by which Councillors can share and communicate and help members work as a team.
- 1.3. This proposal will also make Council meetings more informative for members of the public as they will be kept up to date with issues and happenings within the town, and be able to help get a better understanding of the different outside bodies supported by the Town Council.
- 1.4. The inclusion of a standing item not exceeding 15 minutes should be added to the Council agenda in order that individual members of the Council have an opportunity to present oral feedback to the full Council on previous meetings they have attended, as official representatives on outside bodies.
- 1.5. The inclusion of a standing item not exceeding 15 minutes should be added to the Council agenda in order that individual members of the Council have an opportunity to present a “ward feedback” or events happening in their wards.
- 1.6. Ward feedbacks are purely informational. No resolution, vote or action plan will be taken by the Council as a result of the ward feedback.