



Seaford Town Council

Seaford Town Council Full Council Agenda – 26 June 2025

To the Members of the Full Council

Councillors S Adeniji, S Ali, L Boorman, C Bristow, R Buchanan, S Dubas, F Hoareau, O Honeyman, R Honeyman, J Lord, S Markwell, O Matthews, J Meek, G Rutland, L Stirton, R Stirton, I Taylor, L Wallraven and M Wearmouth

A meeting of the **Full Council** will be held in the Council Chambers, 37 Church Street, Seaford, BN25 1HG on **Thursday, 26 June 2025** at **7.00pm**, which you are summoned to attend.

Steve Quayle,

Town Clerk

18 June 2025

PLEASE NOTE:

- **PUBLIC ARRIVAL TIME IS BETWEEN 6.45PM – 6.55PM, AFTER WHICH THE FRONT DOOR WILL BE LOCKED AND PUBLIC WILL NOT BE ABLE TO GAIN ACCESS TO THE MEETING**
- The meeting will be recorded and uploaded to the Town Council's YouTube channel shortly after the meeting.
- See the end of the agenda for further details of public access and participation.
- Ahead of the meeting, the Mayor will invite those in attendance to join her in a one minute reflection.

AGENDA

1. Apologies for Absence

To consider apologies for absence.

2. Disclosure of Interests

To deal with any disclosure by Members of any disclosable pecuniary interests and interests other than pecuniary interests, as defined under the Seaford Town Council Code of Conduct and the Localism Act 2011, in relation to matters on the agenda.

3. Public Participation

To deal with any questions, or brief representations, from members of the public physically in the meeting room, in accordance with relevant legislation and Seaford Town Council Policy.

4. Petitions

In accordance with the Town Council Petitions Policy, this is a standard agenda item to facilitate any public petitions being presented to, and noted by, Full Council. Please note, that this would not prompt a discussion on the petition at this meeting.

5. Minutes

To note the following minutes, approving or not approving recommendations as required:

5.1	Full Council	27 March 2025	<u>27.03.25 Full Council Draft minutes</u>
		10 April 2025	<u>10.04.25 Extraordinary Full Council Draft Minutes</u>
		07 May 2025	<u>07.05.25 Annual General Meeting Draft Minutes</u>
5.2	Golf & The View	15 April 2025	<u>15.04.25 Golf & The View Draft Minutes</u>
5.3	Personnel	21 March 2024	<u>21.03.24 Personnel Draft Minutes</u>
		20 March 2025	<u>20.03.25 Personnel Draft Minutes</u>
		29 May 2025	<u>29.05.25 Personnel Draft Minutes</u>
5.4	Planning & Highways	13 March 2025	<u>13.03.25 Planning & Highways Minutes</u>
		03 April 2025	<u>03.04.25 Planning & Highways Minutes</u>
		24 April 2025	<u>24.04.25 Planning & Highways Minutes</u>
		20 May 2025	<u>20.05.25 Planning & Highways Minutes</u>
		12 June 2025	<u>12.06.25 Planning & Highways Minutes</u>

6. [Mayor's Update Report](#)

To consider report 36/25 presenting the Mayor's update report and details of engagements (pages 8 to 11).

7. Town Council Working Group Reports

A standard agenda item to accommodate reports from active Town Council Working Groups.

8. Outside Body Representative Reports

A standard agenda item to enable Town Councillors appointed as representatives of outside bodies of the Town Council to give brief verbal updates on relevant business / activities of the outside body, for noting only.

9. District & County Councillor Update Report

To give an opportunity for an update from councillors at a District or County level on business and activities that effect Seaford and the local area.

10. Town Clerk's Update Report

To consider report 37/25 updating on key Town Council work and work priorities for the Town Clerk (pages 12 to 21).

11. Complaints, Freedom of Information Requests and Appeals Update Report – June 2025

To consider report 35/25 updating on complaints, Freedom of Information requests and appeals (pages 22 to 24).

12. 2024 - 2025 Fixed Asset Register Review

To consider report 41/25 presenting the Town Council's Fixed Asset Register for adoption (pages 25 to 31).

13. Annual Internal Audit Report Year Ended 31 March 2025

To consider report 31/25 updating on the final Internal Audit report from Mulberry & Co Ltd for 2024 – 2025 and formalise the appointment of Parish and Town Audit Services for the 2025 – 2026 financial year (pages 32 to 49).

14. Annual Governance Statement 2024 - 2025

To consider report 32/25 enabling Full Council to discuss and approve the Annual Governance Statement (pages 50 to 58).

15. Annual Governance and Accountability Return – Accounting Statements (Section 2) for the year ended 31 March 2025

To consider report 33/25 presenting the Final Accounts and Annual Governance and Accountability Return (Section 2) for the year ended 31 March 2025 for approval and adoption (pages 59 to 93).

16. Update on Lease Reviews for 2025 – 2026 Municipal Year

To consider report 43/25 providing an overview of the leases currently under review during 2025-2026 Financial Year (pages 94 to 97).

17. South Hill Farm – Farm Business Tenancy

To consider report 42/25 seeking agreement to grant a new business tenancy for South Hill Farm (pages 98 to 149).

18. Final Approval of Granting a New Lease – The Base

To consider report 44/25 seeking approval of the granting of a new lease for The Base, as recommended by the Golf, Open Spaces & Climate Action Committee (pages 150 to 214).

19. Devolution Priority Programme - Update

To consider report 39/25 updating on the developments within the devolution agenda and how it relates to Lewes District Council assets (pages 215 to 219).

20. Introduction of Strategic Plan Refresh

To consider report 49/25 introducing the Town Clerk's desire to refresh the Town Council's Strategic Plan 2023 - 2027 by devising a simpler, SMART strategy document to guide the remainder of the administration presenting (pages 220 to 223)

21. Adoption of The Revised Standing Orders

To consider report 45/25 presenting the annual review of the Town Council's Standing Orders policy document as recommended by the Finance & General Purposes Committee (pages 224 to 260).

22. Committee Membership Requests

To consider report 34/25 seeking approval to appoint members to committees with vacancies and delegate power to the Town Clerk and chairs of the relevant committees to fill remaining vacancies in this municipal year (pages 261 to 263).

23. Cycle Rack in The Crouch

To consider report 48/25 seeking approval to acquire a new cycle rack through Lewes District Council's Cycle Parking Rack Grants Scheme, to be located in The Crouch (pages 264 to 266).

24. Exclusion of the Press & Public

The Chair will move that in accordance with the Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded from the meeting during the discussion on the next two items of business for the reasons as set out below.

The resolutions of these items will be recorded publicly in the minutes of this meeting.

The Proper Officer considers that discussion of the following items is likely to disclose exempt information as defined in the Local Government Act 1972 and Data Protection legislation and may therefore need to take place in private session. The exempt information reasons are shown alongside each item below.

Furthermore, in relation to paragraph 10 of Schedule 12A, it is considered that the public interest in maintaining exemption outweighs the public interest in disclosing the information.

25. External Auditor Objections 1 EXEMPT

To consider exempt report 40/25 requesting that Full Council agree to the Town Council's formal response by resolution to the objections submitted to the External Auditor in relation to the 2023 – 2024 financial year end accounts (exempt pages).

Reason for exemption: to consider commercially sensitive arrangements relating to the financial and business affairs of the Town Council's assets.

Explanation of Reason: under the Freedom of Information Act 2000 s43(1), disclosure of this report would likely prejudice the commercial interests or activities of any party.

26. Grounds Maintenance Contract EXEMPT

To consider exempt report 38/25 enabling the Town Council to consider options related to the future Grounds Maintenance Contract for the town's open spaces (exempt pages).

Reason for exemption: to consider commercially sensitive arrangements relating to the contractual arrangements of the Town Council assets.

Explanation of Reason: under the Freedom of Information Act 2000 s43(1), disclosure of this report would likely prejudice the commercial interests or activities of any party.

For further information about items on this Agenda please contact:

Steve Quayle, Town Clerk, 37 Church Street, Seaford, East Sussex, BN25 1HG

Email: meetings@seafordtowncouncil.gov.uk

Telephone: 01323 894 870

Circulation:

All Town Councillors and registered email recipients.

Public Access:

Members of the public looking to access this meeting will be able to do so by:

1. Attending the meeting in person.

Due to health and safety restrictions, the number of public in attendance will be limited. The Town Council therefore asks that you contact

meetings@seafordtowncouncil.gov.uk or 01323 894 870 to register your interest in attending at least 24 hours before the meeting.

Spaces will be assigned on a first come, first served basis.

Please note that if you don't register and just attempt to turn up at the meeting, this could result in you not being able to attend if there is no space.

OR

2. Watching the recording of the meeting on the [Town Council's YouTube channel](#) , which will be uploaded after the meeting has taken place.

Public Access to the Venue:

If you are attending the meeting in person, please arrive between 6.45 – 6.55pm where you will be shown into the meeting for a 7.00pm start.

Please note that the front door of the building will be locked at 6.55pm and remain locked during the meeting for security reasons. As such, if you arrive after this time, you will not be able to access the meeting.

When members of the public are looking to leave, they must be escorted out of the building by a Town Council officer. There is also a signposted back door which can be exited through if required.

Entrance through the rear fire escape of the building will not be allowed

Public Participation:

Members of the public looking to participate in the public participation section of the meeting must do so in person, by making a verbal statement during the public participation section of the meeting.

Below are some key points for public participation in the meeting:

1. Your statement should be relevant to the activities of the Town Council.
2. You will only be able to speak at a certain point of the meeting; the Chair of the meeting will indicate when this is.
3. You do not have to state your name if you don't want to.
4. If you are unsure of when best to speak, either query this with an officer/councillor ahead of the meeting or raise your hand during the public participation item of the meeting and ask the Chair – they will always be happy to advise.
5. When the Chair has indicated that it is the part of the meeting that allows public participation, raise your hand and the Chair will invite you to speak in order.
6. Statements by members of the public are limited to four minutes and you don't automatically have the right to reply. The Chair may have to cut you short if you overrun on time or try to speak out of turn – this is just to ensure the meeting stays on track.
7. Where required, the Town Council will try to provide a response to your statement but if it is unable to do so at the meeting, may respond in writing following the meeting.
8. Members of the public should not speak at other points of the meeting.
9. A summarised version of your statement, but no personal details, will be recorded in the minutes of the meeting.

Public Comments

Members of the public looking to submit comments on any item of business on the agenda can do so in writing ahead of the meeting and this will be circulated to all councillors.

Comments can be submitted by email to meetings@seafordtowncouncil.gov.uk or by post to the Town Council offices.



Seaford Town Council

Report No:	35/25
Agenda Item No:	6
Committee:	Full Council
Date:	26 June 2025
Title:	Mayor's Report June 2025
By:	Isabelle Mouland, Community Engagement & Democratic Services Manager
Purpose of Report:	To present the Mayor's update report and details of engagements

Actions

Full Council is advised:

1. To consider the update provided by the Mayor.
2. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To note the content of the report.

1. Information

- 1.1** The Mayor's update report can be found at Appendix A.
- 1.2** Details of mayoral engagements attended since 8 May, at the time of writing, can be found below:

EVENT	DATE	ORGANISATION
VE Day 80th Anniversary – Seaford War Memorial and at Splash Point	08.05.25	Seaford Town Council
Seaford Seniors Spring Social	15.05.25	Seaford Rotary
Poppy Appeal Volunteers awards presentation	20.05.25	Poppy Appeal Organisers for Seaford

EVENT	DATE	ORGANISATION
Newhaven & Seaford Sea Cadets - Royal Navy Parade	02.06.25	Newhaven & Seaford Sea Cadet Corps
Reception for the new Mayors and Chairs of the County	04.06.25	HM Lord-Lieutenant of East Sussex
Seaford Rotary Young Musician of the Year	07.06.25	Seaford Rotary
Reception for nominees for the King's Award for Voluntary Service 2025	09.06.25	HM Lord-Lieutenant of East Sussex
Service of Thanksgiving for the Servicemen and Women of the Caribbean	11.06.25	Ther West India Committee

1.3 Future engagements (up to 26 June) that the Mayor will be attending can be found below:

EVENT	DATE	ORGANISATION
Concentus Sings Summer	14.06.25	Concentus Choir
Sussex Day	16.06.25	Seaford Town Council
Sussex Day Business and Community Networking Luncheon	16.06.25	Lord Brett McLean
Seahaven FM Interview about Mayoral year plans	17.06.25	Seahaven FM
U3a Summer Function	20.06.25	Seaford U3a
Chyngton Summer Fair	21.06.25	Chyngton School
Sustainability Seaford Fair	21.06.25	Sharing Skills CIC
Afternoon Reception for Civic representatives, Military, the NHS and Emergency Services	24.06.25	The Bishop of Chichester

2. Financial Appraisal

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

3. Contact Officer

3.1 The Contact Officer for this report is Isabelle Mouland, Community Engagement & Democratic Services Manager.

Report 36/25 Appendix A

Mayor's Report to June 2025 Town Council

They say that a week is a long time in politics but the first month of being Mayor of Seaford has certainly passed with remarkable speed. I am grateful to my colleagues for their continuing support for me.

Late April/early May is an uncertain time for officers working with the Mayor as invitations flow in but they are unable to confirm anything until the vote has been approved. Plans then take off at pace and are unlikely to settle down until the summer holidays.

Within 24 hours of being elected, I had had the honour of laying the memorial wreath for VE Day and taking part in the lighting of the Beacon. It was a moving and evocative introduction to the civic role. Many thanks to Seaford Bonfire Society and Peter White, our indomitable Town Crier.

I am in the process of improving my knowledge of key organisations and individuals within the community who work so hard to represent others, raise money or raise awareness about important issues.

Representing Seaford in the wider community, meeting with other civic dignitaries and networking are all facets of the role that I will be encountering in the coming weeks.

I do not have a chosen theme this year because I could not choose between the many topics dear to my heart: families with children, music, the environment, gardening and mental health to name but a few. But I hope that my chosen charity Family Support Work will 'tick some of the boxes'. For more information visit www.familysupportwork.org/

Councillor Maggie Wearmouth, Mayor of Seaford 2025 to 2026



Seaford Town Council

Report No:	37/25
Agenda Item No:	10
Committee:	Full Council
Date:	26 June 2025
Title:	Town Clerk's Update Report – June 2025
By:	Steve Quayle, Town Clerk
Purpose of Report:	To update Full Council on key Town Council work and work priorities for the Town Council

Actions
Full Council is advised:
1. To consider and discuss the updates presented within the report.
2. To move to a vote on the motions below.

Recommendations
Full Council is recommended:
1. To note the contents of the report.
2. To agree to defer the Full Council 'in principle' approval of the Chyngton Brooks scheme, pending confirmation from the National Trust of the re-routing of the path around the discovered 'WW1 camp'.

1. Introduction

- 1.1** It has been a very busy and industrious first quarter of the new committee structure since the start of the new municipal year. Councillors will recall the new structure cuts the year into four 'quarters' and within each 'quarter' there will be one sitting of each standing committee followed by a Full Council meeting. Councillors will also recall that the first 'quarter' of each municipal year is necessarily a squeezed timeframe as it cannot start until

after the Annual Meeting (Mayor-making) in early May, and must conclude before the end of June (for the submission of the year end accounts). As such, officers have been working at pace continuously throughout the last two months in order to prepare agendas and papers for a succession of meetings on a weekly basis including all the background work to bring these items forward. I would like to give credit to the officer team for a fabulous joint effort to make this happen. The pace of this process has meant that papers for agendas have not been able to be produced and circulated to councillors as early as officers would like, and we will give consideration to the best way to overcome this issue for the first 'quarter' of 2026 - 2027.

- 1.2** This is my first Full Council meeting since being appointed as permanent Town Clerk in April, and I would like to thank councillors again for the opportunity to step up as the Chief Executive Officer for the Town Council. As I stated at the time of my appointment, *“having acted as the Interim Town Clerk for the last six months I am well aware of the wealth of opportunities and multiple challenges facing the Town Council as we move forwards, and I look forward to continuing my work towards the continuous improvement of Seaford. I have a first-rate team of officers to support me, all of whom come into work every day to do their best to improve the lives and environment of the people of Seaford”*
- 1.3** It is with great sadness that this will be the last scheduled Full Council meeting facilitated by Georgia Raeburn, Governance & Policy Manager, who is leaving the Town Council for pastures new in July, having steadfastly supported the Town Council for the last 11 years. She will be sorely missed by officers and councillors alike and I would like to invite councillors to join me in thanking her sincerely for her service and dedication over the years.
- 1.4** Recruitment continues apace, with the Deputy Town Clerk and Head of Place vacancies currently being advertised. Given the senior status of these positions, the recruitment process will culminate in a recruitment day which will be attended by officers and councillors in mid-July.
- 1.5** In addition, officers have worked at pace to commence the recruitment to fill the gap left by the Governance & Policy Manager, and at the time of writing

the vacancy adverts are due to be published imminently, subject to approval by the Personnel Committee on 24 June.

- 1.6** The newly appointed HR & Organisational Development Manager started in her role on 4 June.
- 1.7** Since the last Full Council meeting, the final newly appointed concessionaire has signed their license and commenced trading at the Salts Café, with positive feedback received.
- 1.8** The Town Council has continued to monitor and analyse the fast-moving devolution agenda taking place across the county, and there is a paper elsewhere in this agenda regarding the assets of Lewes District Council in relation to devolution.
- 1.9** The County Council's plans for the closure of the Exceat Bridge for 22 weeks have now been shelved, which is warmly welcomed by the Town Council. Instead, the plan now is to replace the existing bridge with a two-lane solution, which should only need road closures to be in place for a total of 19 days.
- 1.10** Works have commenced between officers and partners for the placement of the two memorials approved by Full Council via the exceptions process.
- 1.11** Liaison has continued with Seaford Community Partnership and the South Downs National Park Authority towards moving forwards with the Cliff Gardens project.
- 1.12** The new permanent Bönningstedt Wall has been rebuilt and the temporary concrete blocks have been removed.
- 1.13** The former Community Services Project Log, which had become quite unwieldy, has now been split between the two new committees of Assets & Facilities and Golf, Open Spaces & Climate Change, and each entry on the log has been 'red, amber, green' (RAG) rated with an update on progress – feedback received from both committees was positive about this development.
- 1.14** The Street Market town-wide consultation continues and once concluded the results will be analysed and recommendations created ready for the Assets & Facilities Committee to make a decision in mid-July.
- 1.15** Outstanding lease and tenancy issues across a number of the Town Council's assets and land have continued to be progressed, including The

Base lease and the South Hill Farm Business Tenancy – both of which appear in papers elsewhere on this agenda.

- 1.16** Officers have made contact with and initiated discussions with the South East Coast Path National Trail Officer from East Sussex County Council to explore options for funding and support to address the deterioration of the paths leading from Splash Point and up Seaford Head. These discussions are currently at an early stage and any progress will be reported moving forwards.
- 1.17** A significant number of assets and facilities projects and reactive maintenance have continued throughout the spring and early summer.
- 1.18** A significant area of concern and irritation for a number of residents as we have moved through the spring and into the summer has been the Martello Toilets. The three cited areas of concern are a lack of sufficient provision leading to long queues, a lack of regular cleaning leading to toilets being in an unacceptable state, and vandalism and damage within toilet cubicles leading to fixtures and fittings being damaged. Officers are currently exploring options to hire a set of standalone urinals in a block for the main summer peak period to try to take the pressure off the seven toilet cubicles. In addition, officers have been working with the contract cleaners and have increased the cleaning frequency to three times a day throughout the summer months. Finally, officers have been researching the acquisition of very heavy duty fixtures and fittings to try and limit vandalism/damage inside the cubicles. Officers have spent a large amount of time trying to remediate these issues and continue to do so on a daily basis.
- 1.19** At the time of writing, officers have just received confirmation from the District Council that planning permission is not required to relocate the compostable toilets to South Hill Barn. To that end, work will now take place to source a contractor who is able to relocate and recommission the toilets at the site within a reasonable timeframe.
- 1.20** As ever, there is a vast array of other workstreams ongoing, far too many to mention here, but officers continue to work hard to attend to all matters in a professional and timely manner.

2. Meeting Updates

- 2.1 Turning now to the various meetings involving councillors that have taken place since the last Full Council on 25 March:
- 2.2 **The Town Forum** was held on 1 May and feedback received was very positive, particularly regarding the special feature for the 25th anniversary with former mayors in attendance, facilitated and hosted by the 2024 - 2025 Mayor, Cllr Sally Markwell. (This is not a Town Council meeting per se, but is facilitated and led by officers and councillors)
- 2.3 **The Annual Meeting of the Town Council** was held on 7 May, and during this statutory meeting the new Mayor (Cllr Maggie Wearmouth) was elected alongside the new Deputy Mayor (Cllr Lindsay Stirton). In addition, vacancies for chairs, vice chairs and memberships of all committees were filled, and outside body representatives were appointed too.
- 2.4 **Assets & Facilities Committee** held its inaugural meeting on 22 May. The Committee considered papers regarding the year end financial position of the former Community Services Committee, and welcomed the new look Assets & Facilities Project Log which RAG rates the progress of each project. The Committee also received an update on the ongoing town-wide consultation regarding the Street Market and considered an update report on Hurdis House, together with proposed next steps.
- 2.5 **Personnel Committee** met on 29 May and considered a report deferring the implementation of a new Whistleblowing Policy until later in the year to provide the newly appointed HR & OD Manager the opportunity to bring her skills to bear on the proposed new policy. The Committee also considered an exempt report providing a General HR Update.
- 2.6 **Golf, Open Spaces & Climate Action (GOSCA) Committee** held its inaugural meeting on 5 June, which commenced with a session regarding the Chyngton Brooks proposal (with standing orders suspended to enable the National Trust officer to take part). GOSCA Committee formally approved to recommend the proposal to Full Council, in principle, however subsequent to the Committee meeting the National Trust have advised they need to re-route the proposed footpath on Town Council land as they have discovered it crosses a 'World War 1 camp'. As such, Full Council is recommended to defer 'in principle' approval on this matter until such times

as the new route is proposed. In addition to this matter, GOSCA considered reports including a Golf Course update, the new look GOSCA Project Log which RAG rates the progress of each project, a paper providing the year end financial position of the former Golf & The View Committee, and the year end financial position of the former Community Services Committee. The Committee also recommended the approval by Full Council of a new lease for the Base (which appears elsewhere on this agenda). Finally, the Committee established a Working Group to devise a draft Climate Action Plan and review the Climate Emergency Policy, with the intention of reporting back to the next GOSCA meeting.

2.7 Finance & General Purposes Committee met on 11 June and considered various reports on the year-end financial position of the Committee, the Receipts, Payments and Bank Reconciliations position, a Finance & General Purposes update report, a report covering the Discretionary Grants process, a report on the 2025 Concessions Tender Programme, an update on the Town Council's Policies, and an annual review of the Standing Orders. In addition, the Committee considered an exempt report regarding Receipts Due for Payment.

2.8 Planning & Highways Committee have met regularly throughout this period to consider a wide variety of planning and highways applications, in addition to a consultation report on the East Sussex Draft Freight & Rail Strategies. At the start of the new municipal year in May, the Committee moved to a four weekly meeting frequency (as opposed to three-weekly) and this appears to be working well in practice.

3. Key Performance Indicators (KPIs)

3.1 Please find below information on formal resolutions passed since the start of the municipal year 2025 - 2026. Please note the motions listed below are those where actions after the meeting were required by the Town Council:

3.2

DATE	MOTION	UPDATE
May 2025	Election of Mayor, Deputy Mayor, Committee Chairs and Vice Chairs, Appointments of memberships of	Changes enacted

	Committees	
May 2025	Changes to Outside Body Arrangements and Appointment of Councillor Representatives	Changes enacted
June 2025	GOSCA recommended Full Council approve in principle the Chyngton Brooks scheme	Deferred due to a re-route needed on Town Council land
June 2025	Delegated power afforded to Golf Course Manager, Responsible Financial Officer and Chair of GOSCA to make purchases of replacement machinery using capital income from machinery sales	Ongoing
June 2025	GOSCA recommended Full Council approve the new lease for the Base	Appears elsewhere on this agenda for consideration by Full Council
June 2025	Establish a working group of GOSCA members to draft the Climate Action Plan and review the Climate Emergency Policy	Working Group formed at GOSCA and its work is ongoing
June 2025	F&GP recommended that Full Council adopts the Standing Orders policy	Appears elsewhere on the agenda for consideration by Full Council
June 2025	RFO to move underspend from Grants Pool budget into an earmarked reserve	Actioned

3.3 Other actions discussed within Committee meetings are captured by officers, but do not appear above as they are not formal resolutions.

4. Strategic Plan

4.1 There is a separate item elsewhere on this agenda proposing a review and refresh of the Town Council's Strategic Plan. However, at this time the

existing Plan remains, and below is an update on Section 5: Projects List that forms part of the existing Strategic Plan 2023 - 2027:

No.	Project	Update
1	Move the 17 th green and the 18 th tees on Seaford Head Golf Course	The Golf Course Manager is fully engaged with partners and stakeholders to progress this complex project, and work is ongoing.
2	Deliver the 80 th anniversary of D-Day and a refreshed Armed Forces Day celebrations	The D-Day 80 th anniversary was completed within the 2024 - 2025 municipal year. The Town Council have resolved to offer a scaled back Armed Forces Day celebration in 2025.
3	Offer sponsorship opportunities to local businesses: maintain and renew current arrangements and develop further opportunities	Existing sponsorship arrangements exist with the decorative boat and water refill stations There is no progress on developing further opportunities for sponsorship to report
4	Carry out Bönningstedt Wall remedial works	The Bönningstedt Wall was rebuilt in May 2025
5	Consider adopting Fields in Trust status for large green or recreation spaces owned by the Town Council	Since the appointment of the new Assets & Contracts Manager in April, background work on this workstream has progressed. Work continues via liaison with partners and stakeholders regarding the proposal and the implications of this to enable considered recommendations to be made to Full Council during this municipal year.
6	Implement additional signage on seafront to help bring visitors to the town's shops and	No progress on this project to report

No.	Project	Update
	facilities	
7	Grounds Maintenance carry out formal review of arrangements for the town's open spaces and implement results	An exempt paper appears elsewhere on this agenda regarding the Grounds Maintenance Contract for the Town Council's open spaces
8	Carry out Martello Tower maintenance	The Senior Projects & Facilities Officer continues to work closely with the Seaford Museum and Heritage Society to undertake the maintenance and repair works required at the Martello Tower
9	Refurbishment of Martello Toilets and creation of new Changing Places facilities	These projects were completed in 2024 - 2025
10	Take appropriate action in relation to camper vans and motor homes	Officers continue to work hard to find ways to overcome the problems caused by campers parking along Seaford seafront. This work involves various external parties including the East Sussex County Council (ESCC) Parking Manager and ESCC Councillor Carolyn Lambert.
11	Consider renaming the Martello Fields	No progress on this project to report
12	Identify and implement ways to minimise carbon usage and emissions by the Town Council	The former Climate Change Sub Committee and the newly formed GOSCA Committee continue to work on the climate action agenda. Most recently GOSCA has established a working group to devise a draft Climate Action Plan and review the Climate Emergency Policy
13	Look into the Town	No progress on this project to report.

No.	Project	Update
	Council providing spaces for street art	
14	Update CCTV for the town	The Operations & Facilities Team are currently in the process of obtaining quotes to overhaul the CCTV coverage for the town
15	Deliver the annual Christmas Magic Event	The 2024 event was a great success and the Operations & Facilities Team are heavily involved in the preparation for another successful event in November 2025, working closely alongside partner organisations.

5. Conclusion

- 5.1 I am hopeful this report provides councillors and residents with an overview of key Town Council activities, demonstrating a snapshot of the varied mix of operational and strategic work that is currently being undertaken.

6. Financial Appraisal

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

7. Contact Officer

- 7.1 The Contact Officer for this report is Steve Quayle, Town Clerk.



Seaford Town Council

Report No:	35/25
Agenda Item No:	11
Committee:	Full Council
Date:	26 June 2025
Title:	Complaints, Freedom of Information Requests and Appeals Update Report – June 2025
By:	Isabelle Mouland, Community Engagement & Democratic Services Manager
Purpose of Report:	To update Full Council on complaints, Freedom of Information requests and appeals

Actions

Full Council is advised:

1. To consider the updates presented within the report.
2. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To note the contents of the report.

1. Introduction

- 1.1** This report provides Full Council with updates on complaints, Freedom of Information (FOI) requests and appeals.
- 1.2** This information was previously reported within the Town Clerk's Update Report but for this municipal year has been separated out and now forms its own separate report. Full Council is recommended to note the report.

2. Complaints

- 2.1** No new formal complaints have been received by the Town Council since the last ordinary Full Council meeting in March 2025.
- 2.4** Please note any complaints relating directly to an employee are handled confidentially in accordance with the Town Council's Complaints Policy and are not included in this update.

3. Freedom of Information Requests

- 3.1** The table below sets out updates regarding FOI requests since the last Full Council meeting in March 2025:

DATE	FOI REQUEST	UPDATE
April 2024	The View Lease	In Progress
March 2025	Local Businesses	Response Sent
March 2025	South Hill Barn Concessions Tender	Response Sent
March 2025	Martello Café	Response Sent
March 2025	High and Over	Response Sent
March 2025	South Hill Barn Concession	Response Sent
April 2025	STC Job Roles Enquiry	In Progress
May 2025	Crouch Gardens - Seaford Town Football Club and Crouch Bowling Club booking invoices year 1/4/24 to 31/3/25	Response Sent
May 2025	Martello Toilets Cleaning	Response Sent
May 2025	Stopping up order	In Progress

- 3.2** Where FOI requests are received, officers review these for patterns and identify any steps to be taken as a result of this ie. publishing information that has not previously been published, issuing communications to better explain the Town Council stance on a matter or actions being undertaken, or reviewing the ease of locating information on the Town Council's website, to provide examples.

4. Appeals

- 4.1** No new appeals have been received by the Town Council since the last Full Council meeting in March 2025.

5. Financial Appraisal

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

6. Contact Officer

6.1 The Contact Officer for this report is Isabelle Mouland, Community Engagement & Democratic Services Manager.

Report No:	41/25
Agenda Item No:	12
Committee:	Full Council
Date:	26 June 2025
Title:	2024 - 2025 Fixed Asset Register Review
By:	Lucy Clark, Responsible Financial Officer (RFO)
Purpose of Report:	To present the Town Council's Fixed Asset Register for adoption

Actions
Full Council is advised:
<ol style="list-style-type: none"> 1. To consider the updates presented within the report. 2. To move to a vote on the motions below.

Recommendations
Full Council is recommended:
<ol style="list-style-type: none"> 1. To adopt the Fixed Asset Register as at 31 March 2025, as presented with report 41/25.

1. Introduction

- 1.1 The Town Council's Standing Orders require that each year the Town Council reviews its inventory of land and other fixed assets, including buildings and office equipment.
- 1.2 This inventory is entitled the Fixed Asset Register and is included at **Appendix A**.
- 1.3 The purpose of the annual review is:
 1. To enable the Town Council to complete Box 9 of the Annual Return (AR) with an up-to-date Fixed Asset figure as at 31 March 2025.

2. To enable the Town Council to answer 'yes' to Assertion 1 – Financial management and preparation of accounts on the Annual Governance Statement (AGS). The AR and AGS both form part of the Annual Governance and Accountability Return (AGAR), which is the prescribed form of annual accounts for Town Councils, and is presented to Full Council in June of each year.
 3. To ensure transparency in the public domain about the assets owned and managed by the Town Council, with some key data presented alongside (asset value, insurance status, general condition etc).
 4. To ensure a dedicated annual point in time for Full Council to have the opportunity to raise any questions relating to the assets within its ownership.
- 1.4** Councillors are therefore asked to review this report and the Fixed Asset Register at **Appendix A**. This is in preparation for any discussion / questions at the meeting, at which it is recommended that Full Council adopts the 2024 – 2025 Fixed Asset Register as presented.

2. Background

- 2.1** A Fixed Asset Register has four main purposes, it:
- Forms a basis for completion of Box 9 of the Annual Return
 - Forms a basis for decisions on risk and insurance issues
 - Provides information on the age and potential lifespan of certain items, and
 - Provides assurance of the continued existence of the Town Council's property.
- 2.2** The register is adopted by the Town Council after the end of the municipal year (May to May) it relates to, but is a working document throughout the following municipal year, during which officers will update and amend details, as necessary.
- 2.3** In order to ensure transparency and reasonableness, the following items are included in the Town Council's asset register whether purchased, gifted or otherwise acquired, together with their holding location:
- Land and buildings held freehold or on long term lease in the name of the Town Council
 - Community Assets

- Vehicles, Plant & Machinery
- Assets considered to be portable, attractive or of community significance
- Other assets estimated or known to have a minimum purchase or resale value of £100
- Long term investments, shares and loans made by the Town Council
- Assets held on trust

2.4 Local councils must maintain an asset register to ensure fixed assets are appropriately safeguarded. Assets must be valued by one of the following means based on available information:

- The purchase price (net of VAT, if VAT has been reclaimed)
- The purchase price (gross of VAT, if VAT has not been reclaimed or the status of the purchase is unclear)
- The insurance valuation (where it is not possible to trace the purchase price of the asset)
- The nominal value of £1 (relating to assets gifted to the Town Council and Community Land)

2.5 Once recorded on the asset register, the value of the assets must not change from year to year until disposal. Concepts of depreciation and impairment adjustments are not appropriate for local councils (as per the guidance within the ‘Governance and Accountability for Smaller Authorities in England’ publication issued by the Smaller Authorities Proper Practices Panel).

3. 2024 – 2025 Fixed Asset Register

3.1 Attached at **Appendix A** is the 2024 - 2025 Fixed Asset Register for adoption.

3.2 As set out above, the Asset Cost/Value is either based on proxy costs or the known purchase costs.

3.3 Community land is given a nominal value of £1 (as per the Governance and Accountability for Smaller Authorities in England).

3.4 The Asset Register shows the following movement during the year:

Additions:

- Seafront – Martello Cafe & Toilets
- Seafront – Martello Changing Places

- Seaford Head Golf Club Machinery & Equipment
- Seafront – Concrete Blocks

Disposals:

- Seafront – Martello Toilets
- Seaford Head Golf Club Machinery & Equipment
- Seafront – Concrete Blocks

Seafront – Martello Cafe & Toilets / Martello Toilets

The existing Martello Toilets building was extensively refurbished during 2024 - 2025 to create a new combined facility housing both a café and public toilets. The original *Martello Toilets* asset has been removed from the asset register and replaced with a new asset entry for the *Martello Café & Toilets* to reflect the upgraded and repurposed building

Seafront – Martello Changing Places

Following the demolition of the Martello Kiosk in 2023 - 2024, the new Changing Places facility was built on the same site and added to the asset register.

Seaford Head Golf Club Machinery & Equipment:

A new Workman GTX Lithium utility vehicle, along with various other items of machinery and equipment, were purchased during 2024 - 2025 and added to the Golf Course's asset inventory.

Seafront - Concrete Blocks

Temporary blocks were installed in front of the original Bönningstedt Wall to provide interim protection. These were subsequently removed and disposed of once the rebuild of the wall commenced.

- 3.5** The Asset Register shows that the figure for 2023 - 2024 has been 'Restated'. This is to include the Greenkeepers contents that had not been included previously on the Asset Register.

4. Financial Appraisal

- 4.1** There are no direct financial implications as a result of this report.

5. Contact Officer

- 5.1** The Contact Officer for this report is Lucy Clark, Responsible Financial Officer.

Fixed Asset Register
2024 - 2025

Description of Asset		Date Purchased	Location	Asset Cost/Value 31/03/2024	Additions	Disposals	Asset Cost/Value at 31/03/2025	Notes
Cost Ctr	Land & Buildings							
101	Seaford Head Golf Club Depot (Equipment Shed)		Seaford Head Estate	£ 84,460.00			£ 84,460.00	Construction costs used as value costs
101	Seaford Head Golf Club Greenskeepers Office		Seaford Head Estate	£ 54,887.00			£ 54,887.00	The original Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012 & previous all risk.
101/103	Seaford Head Golf Club House & Pro Shop		Seaford Head Estate	£ 1,682,887.76			£ 1,682,887.76	The original Asset Cost/Value is based on Construction costs
101	Seaford Head Golf Club Equipment Shed (Chemical & Fertiliser store)		Seaford Head Estate	£ 35,000.00			£ 35,000.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
101	Seaford Head Golf Club Shipping Container within Depot Area	Dec-20	Seaford Head Estate	£ 2,940.00			£ 2,940.00	Asset Cost/Value is based on actual cost
101	Seaford Head Golf Club - Second Hand Shipping Container within Depot Area	Nov-23	Seaford Head Estate	£ 2,230.00			£ 2,230.00	Asset Cost/Value is based on actual cost
105	Salts Recreation Ground - Toilets		The Salts, Richmond Road	£ 135,960.00			£ 135,960.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
105	Salts Recreation Ground - Café		The Salts, Richmond Road	£ 214,240.00			£ 214,240.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
105	Salts Recreation Ground - Base		The Salts, Richmond Road	£ 88,168.00			£ 88,168.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
105	Salts Recreation Ground - Changing Area		The Salts, Richmond Road	£ 134,930.00			£ 134,930.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
105	Salts Recreation Ground - Cricket Pavilion		The Salts, Richmond Road	£ 187,460.00			£ 187,460.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
105	Salts Recreation Ground - Scout Hut		The Salts, Richmond Road	£ 320,330.00			£ 320,330.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
105	Salts Recreation Ground - Lifeguard Hut		The Salts, Richmond Road	£ 95,790.00			£ 95,790.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
105	Salts Recreation Ground - Rugby Clubhouse		The Salts, Richmond Road	£ 699,000.00			£ 699,000.00	Previously insured by Rugby Club but changed to STC insurance 2018. Asset Cost/Value is a proxy cost based on the amount that the Rugby Club used to insure it.
106	Crouch Gardens - Bowls Club		Crouch Gardens	£ 95,790.00			£ 95,790.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
106	Crouch Gardens - Football Pavilion & Changing Room		Crouch Gardens	£ 456,290.00			£ 456,290.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
106	Crouch Gardens - Log Cabin		Crouch Gardens	£ 4,671.64			£ 4,671.64	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
106	Crouch Garden - Garden Shed		Crouch Gardens	£ 1,247.06			£ 1,247.06	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
106	Crouch Garden - Football Store		Crouch Gardens	£ 9,004.07			£ 9,004.07	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
106	Crouch Garden - Groundsman Store		Crouch Gardens	£ 9,004.07			£ 9,004.07	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
113	The Crypt		23 Church Street	£ 489,557.00			£ 489,557.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
115	Martello Tower (Grade II Listed and a Scheduled Monument)		The Esplanade	£ 2,245,400.00			£ 2,245,400.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
116	South Hill Barn		Seaford Head Estate	£ 773,530.00			£ 773,530.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
117	Seafront - Martello Toilets		The Esplanade	£ 184,370.00		£ 184,370.00	£ -	Removed due to refurbishment and reconfiguration of the toilets incorporating a new café.
117	Seafront - Martello Cafe & Toilets	2024	Promenade (Martello Tower)	£ -	£ 407,678.00		£ 407,678.00	The Asset Cost/Value is a proxy cost based on the construction costs
117	Seafront - Martello Changing Places	2024	Promenade (Martello Tower)	£ -	£ 69,000.00		£ 69,000.00	The Asset Cost/Value is a proxy cost based on the construction costs
117	Seafront - West View Kiosk		Promenade (opp. West View)	£ 21,630.00			£ 21,630.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
117	Seafront - Shelters		Various	£ 34,241.00			£ 34,241.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
117	Seafront - Martello Beach Huts x 10 @ £8,583.33 each	2005	The Esplanade	£ 85,833.34			£ 85,833.34	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
117	Seafront - Seasonal West View Beach Huts, Concession Huts & Toilet Huts		Seafront	£ 21,274.61			£ 21,274.61	Asset Cost/Value is based on actual construction costs
117	Seafront - Compostable Toilets x 2	Nov-23	Seafront	£ 20,580.00			£ 20,580.00	Asset Cost/Value is based on actual purchase costs
117	Seafront - Telescope	Oct-22	Seafront	£ 4,325.00			£ 4,325.00	Asset Cost/Value is based on actual purchase costs
119	Old Town Hall and South Street Toilets		South Street	£ 266,770.00			£ 266,770.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
206	Hurdis House		10 Broad Street	£ 850,780.00			£ 850,780.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
	Vehicles & Equipment							
101	Seaford Head Golf Club Machinery & Equipment		Seaford Head Estate	£ 231,256.82	£ 21,215.00	£ 34,995.00	£ 217,476.82	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012 plus cost of additions of known purchase costs
101	Seaford Head Golf Club - Greenkeepers Contents - restated 24/25		Seaford Head Estate	£ 5,995.00			£ 5,995.00	Asset Cost/Value is based on actual costs
101	Seaford Head Golf Club Borehole & Irrigation System		Seaford Head Estate	£ 46,847.00			£ 46,847.00	Asset Cost/Value is based on actual costs
101	Seaford Head Golf Club Pump and Pumphouse	Mar-21	Seaford Head Estate	£ 46,696.00			£ 46,696.00	Asset Cost/Value is based on actual costs
101	Seaford Head Golf Depot CCTV		Seaford Head Estate	£ 2,751.72			£ 2,751.72	Asset Cost/Value is based on actual costs
101	Seaford Head Golf Club, Defibrillator	Mar-17	Seaford Head Golf Course (Outside The View entrance)	£ 1,132.00			£ 1,132.00	Asset Cost/Value is based on actual costs
103	The View & Pro-Shop, Seaford Head Golf Club - Contents		Seaford Head Golf Course	£ 184,384.00			£ 184,384.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2015
105	Salts Recreation Ground - Children's Play & Gym		The Salts, Richmond Road	£ 156,357.76			£ 156,357.76	Asset Cost/Value based on actual costs (Old equipment removed and replaced with new during 2015 - 2016).
105	Salts Recreation Ground - Skate Park		The Salts, Richmond Road	£ 215,746.19			£ 215,746.19	Asset Cost/Value is based on actual costs
105	Salts CCTV (Cricket & Skate Park)		The Salts, Richmond Road	£ 8,615.48			£ 8,615.48	Asset Cost/Value is based on actual costs - additional CCTV at Salts 2022 - 2023
105	Salts Skate Park Floodlights		The Salts, Richmond Road	£ 20,689.00			£ 20,689.00	Asset Cost/Value is based on actual costs
105	Salts Cricket Pavilion CCTV		The Salts, Richmond Road	£ 2,709.50			£ 2,709.50	Asset Cost/Value is based on actual costs
105	Salts Café CCTV		The Salts, Richmond Road	£ 2,618.75			£ 2,618.75	Asset Cost/Value is based on actual costs
105	Salts Table Tennis Tables		The Salts, Richmond Road	£ 3,800.00			£ 3,800.00	Asset Cost/Value is based on actual costs
105	Salts Water Refill Station	Mar-22	The Salts, Richmond Road	£ 1,829.50			£ 1,829.50	Asset Cost/Value is based on actual costs
105	Salts Tennis Courts	Mar-22	The Salts, Richmond Road	£ 144,207.43			£ 144,207.43	Asset Cost/Value is based on actual costs - Valuation 3 costs added in 2022 - 2023 (Chiltern) & retention (Chiltern & Sufacelux)
105	Salts Access Gate (Tennis Court)	Mar-22	The Salts, Richmond Road	£ 6,050.00			£ 6,050.00	Asset Cost/Value is based on actual costs
105	Salts Tennis Court Floodlights	Mar-22	The Salts, Richmond Road	£ 26,983.00			£ 26,983.00	Asset Cost/Value is based on actual costs
106	Crouch Gardens - Children's Play Area		Crouch Gardens	£ 31,944.00			£ 31,944.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
107	Martello Field - Lockable Notice Board		Martello Field	£ 1,860.00			£ 1,860.00	Asset Cost/Value is based on actual costs
108	Centenary Clock		Outside Camerons, Broad Street	£ 3,380.00			£ 3,380.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
108	Place Lane - Water Refill Station	Nov-17	Place Lane	£ 1,881.56			£ 1,881.56	Asset Cost/Value is based on actual costs
117	Seafront - Telescope		West View	£ 7,000.00			£ 7,000.00	The Asset Cost/Value is a proxy cost based on an estimated cost in 2017 - 2018
117	Seafront - The Shoal Community Bench		Splash Point	£ 51,811.00			£ 51,811.00	Asset Cost/Value is based on actual costs
117	Seafront - Disabled Beach Access	Nov-17	Esplanade	£ 5,442.50			£ 5,442.50	Asset Cost/Value is based on the amount STC paid, although actual value was approx £28K.
117	Seafront - Bike Stations & Racks	Nov-17	Esplanade	£ 2,253.00			£ 2,253.00	Asset Cost/Value is based on actual costs
117	Seafront - Water Refill Stations	Nov-17	Esplanade	£ 5,869.50			£ 5,869.50	Asset Cost/Value is based on actual costs
117	Seafront - Defibrillator	Mar-17	Martello Toilet Building	£ 1,285.00			£ 1,285.00	Asset Cost/Value is based on actual costs
117	Seafront - Concrete Blocks	Jan-24	Bonningstedt Parade	£ -	£ 17,993.75	£ 17,993.75	£ -	
134	CCTV Cameras	Mar-24	Various	£ 25,204.00			£ 25,204.00	Actual Costs of Replacement Cameras
135	Christmas Lights		37 Church Street (Garage)	£ 13,526.00			£ 13,526.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
205	Defibrillator	Jan-23	37 Church Street (Outside Wall)	£ 1,140.00			£ 1,140.00	Asset Cost/Value is based on actual costs
205	Office 37 Church Street Contents (Including IT Equipment)		37 Church Street	£ 52,259.00			£ 52,259.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012

Description of Asset		Date Purchased	Location	Asset Cost/Value 31/03/2024	Additions	Disposals	Asset Cost/Value at 31/03/2025	Notes
205	Church Street - Lockable Notice Board		37 Church Street	£ 1,190.00			£ 1,190.00	Actual Costs used for Proxy Cost
210	Civic Regalia		37 Church Street	£ 51,500.00			£ 51,500.00	The Asset Cost/Value is a proxy cost based on the Insurance Value as at 31/03/2012
210	Jubilee Beacon Brazier	May-22	Splash Point	£ 1.00			£ 1.00	Nominal value as a gifted asset. Gifted assets are recorded at a nominal cost.
	Community Assets							
107	Martello Field		Martello Field	£ 1.00			£ 1.00	Nominal value
108	Defibrillator - Bishopstone		Bishopstone Road	£ 1.00			£ 1.00	31/03/2012 Estimate (Proxy Cost)
108	Notice Boards		Various	£ 1,220.00			£ 1,220.00	31/03/2012 Estimate (Proxy Cost)
108	Seaford Library Bench		Sutton Park Road	£ 1.00			£ 1.00	Donated - Nominal Amount
108	Street Planters		Various	£ 2,000.00			£ 2,000.00	31/03/2012 Estimate (Proxy Cost)
108	Street Furniture		Various	£ 14,000.00			£ 14,000.00	31/03/2012 Estimate (Proxy Cost)
108	Seating - Other		Various	£ 21,000.00			£ 21,000.00	31/03/2012 Estimate - new additions during 2015/16
108	Street Lighting		Various	£ 21,000.00			£ 21,000.00	31/03/2012 Estimate (Proxy Cost)
108	War Memorial		Sutton Park Road	£ 20,000.00			£ 20,000.00	31/03/2012 Estimate (Proxy Cost)
108	Avondale / Blatchington 1 (see Pond)		Avondale Road	£ 1.00			£ 1.00	Nominal value
108	Avondale / Blatchington 2		Avondale Road	£ 1.00			£ 1.00	Nominal value
108	Bishopstone Road - parcel of land		Bishopstone Road	£ 1.00			£ 1.00	Nominal value
108	Blatchington Pond		Blatchington Pond	£ 1.00			£ 1.00	Nominal value
108	Broad Street		Broad Street (rear of Boots)	£ 1.00			£ 1.00	Nominal value
108	Lexden Road - North Way/Firle Road		Lexden Road - North Way/Firle Road	£ 1.00			£ 1.00	Nominal value
108	Normansal - green space		Normansal	£ 1.00			£ 1.00	Nominal value
108	Pelham Road - Flower Beds		Pelham Road	£ 1.00			£ 1.00	Nominal value
108	The Ridings		The Ridings	£ 1.00			£ 1.00	Nominal value
108	Sandore Road		Sandore Road	£ 1.00			£ 1.00	Nominal value
108	Sutton Drove - Grass Verge		Sutton Drove	£ 1.00			£ 1.00	Nominal value
108	Chyngton Way - Central Island		Chyngton Way	£ 1.00			£ 1.00	Nominal value
108	The Covers		The Covers	£ 1.00			£ 1.00	Nominal value
108	Firle Close - Central Island		Firle Close	£ 1.00			£ 1.00	Nominal value
108	Gildredge Road - Grass Verge		Gildredge Road	£ 1.00			£ 1.00	Nominal value
108	Hardwick House - Sunken Gardens		Sutton	£ 1.00			£ 1.00	Nominal value
108	High & Over		High & Over	£ 1.00			£ 1.00	Nominal value
108	The Holt		The Holt	£ 1.00			£ 1.00	Nominal value
108	Village Green		Village Green - Princess Drive	£ 1.00			£ 1.00	Nominal value
108	Sutton Drove Allotments		Sutton Drove	£ 1.00			£ 1.00	Nominal value
108	Steyne Road Junction South Street		Steyne Road Junction South Street	£ 1.00			£ 1.00	Nominal value
116	Southdown Road wasteland		Southdown Road	£ 1.00			£ 1.00	Nominal value
116	Seaford Head Estate including Golf course		Seaford Head Estate/Golf course	£ 1.00			£ 1.00	Nominal value
117	Seating - Seafront		Seafront	£ 30,000.00			£ 30,000.00	31/03/2012 Estimate (Proxy Cost)
117	Seafront - various plots of land owned along seafront, beach & promenade		Seafront	£ 1.00			£ 1.00	Nominal value
301	Bus Shelters		Various	£ 8,000.00			£ 8,000.00	31/03/2012 Estimate (Proxy Cost)
-	Assets considered to be portable, attractive or of community significance.							
	None in addition to any listed above that may also fit this description							
-	Other Assets (min. purchase or resale value of £100)							
	None in addition to any listed above that may also fit this description							
-	Long term investments, shares and loans made by STC							
	None							
-	Assets held on trust							
	None							
	INTANGIBLE FIXED ASSETS			£ -			£ -	
	TOTAL ASSETS & INVESTMENTS		RESTATED	£ 10,796,043.26			£ 11,074,571.26	



Seaford Town Council

Report No:	31/25
Agenda Item No:	13
Committee:	Full Council
Date:	26 June 2025
Title:	Internal Audit Report Year Ended 31 March 2025, and Appointment of the Internal Auditor for 2025 – 2026
By:	Lucy Clark, Responsible Financial Officer (RFO)
Purpose of Report:	To receive the Final Internal Audit report from Mulberry & Co Ltd for 2024 – 2025 and formalise the appointment of Parish and Town Audit Services for the 2025 – 2026 financial year

Actions

Full Council is advised:

1. To consider the updates presented within the report.
2. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To receive and note the Annual Internal Auditor report, Appendix A.
2. To note the Final Report of the Internal Auditor, Appendix B.
3. To approve that the RFO sign the engagement letter appointing Parish and Town Audit Services as the Town Council's Internal Auditor for the 2025 – 2026 financial year.

1. Information – Internal Audit Report Year Ended 31 March 2025

- 1.1** Mulberry & Co Ltd were the appointed Internal Auditor for the financial year 2024 - 2025. The Final Audit for the year was carried out at the Town Council offices on 30 May 2025.
- 1.2** The Internal Auditor is required to complete the Annual Internal Audit report section of the Annual Governance & Accountability Return (AGAR). This is attached as **Appendix A**.
- 1.3** Mulberry & Co's Final Audit report is attached in **Appendix B** (please note that this report also makes reference to the interim audit).
- 1.4** The report noted the actions agreed by the Town Council following the interim audit held in October 2024.
- 1.5** The report made reference to the general reserve balance at year end, which is at the higher end of the recommended range and, as such, the auditor recommended that the Town Council keeps this under review.
- 1.6** In summary, the report stated that the internal systems and procedures at the Town Council are well established and followed, and that the year-end accounts have been correctly prepared on the income and expenditure basis. There are no recommendations for any changes, and it is the Internal Auditor's opinion that the AGAR is ready to be signed off by Full Council and the External Auditor.

2. Information – Internal Auditor Appointment 2025 - 2026

- 2.1** Following Full Council approval in March 2025, Parish and Town Audit Services (PATAS) have been appointed as the Town Council's new auditors for 2025 – 2026, with the interim audit likely to take place in September 2025 and their final audit likely to take place in May 2026.
- 2.2** The Town Council is required to formally approve the engagement letter appointing Parish and Town Audit Services as the Town Council's Internal Auditor for the 2025 – 2026 financial year. As such, Full Council is asked to pass a motion to this effect, in relation to the engagement letter included at **Appendix C**.

3. Financial Appraisal

- 3.1** Based on the former auditor's fee of £70 per visit plus travel expenses, the total cost for both the interim and final audit amounts to £327.50 + VAT. This is within the allocated budget of £591 for 2024 - 2025.

4. Contact Officer

4.1 The Contact Officer for this report is Lucy Clark, Responsible Financial Officer.

Annual Internal Audit Report 2024/25

SEAFORD TOWN COUNCIL

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During the financial year ended 31 March 2025, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2024/25 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	✓		
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2023/24, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2023/24 AGAR tick "not covered")			✓
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.	✓		
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations (during the 2024-25 AGAR period, were public rights in relation to the 2023-24 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set).	✓		
N. The authority has complied with the publication requirements for 2023/24 AGAR (see AGAR Page 1 Guidance Notes).	✓		
O. (For local councils only)	Yes	No	Not applicable
Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

15/10/2024 30/05/2025 DD/MM/YYYY

Name of person who carried out the internal audit

Michelle Webber MICHELLE WEBBER IAS Ltd

Signature of person who carried out the internal audit

SIGNATURE REQUIRED M. Webber

Date

30/05/2025

***If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).**

****Note:** If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned, or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).



MULBERRY
LOCAL AUTHORITY SERVICES LTD

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Mrs L Clark
Seaford Town Council
37 Church Street
Seaford
East Sussex
BN25 1HG

30 May 2025

Dear Lucy

Re: Seaford Town Council
Internal Audit for Financial Year Ended 31 March 2025 – Final Audit report

Executive summary

Following completion of our final internal audit on 30 May 2025 we enclose our report for your kind attention and presentation to the council. The audit was conducted in accordance with current practices and guidelines and testing was risk based. Whilst we have not tested all transactions, our samples have where appropriate covered the entire year to date.

Our report is presented in the same order as the assertions on the internal auditor report within the published Annual Governance and Accountability Return (AGAR). The start of each section details the nature of the assertion to be verified. Testing requirements follow those detailed in the audit plan previously sent to the council, a copy of which is available on request. The report concludes with an opinion as to whether each assertion has been met or not at this point in the year. **Recommendations for action are shown in bold text and are summarised in the table at the end of the report.**

Some assertions, as noted in this report, were tested at the interim internal audit completed during the financial year and the council should review all internal audit reports for the year before completing the Annual Governance Statement.

Our sample testing did not uncover any errors or misstatements that require reporting to the external auditor at this time, nor did we identify any significant weaknesses in the internal controls such that public money would be put at risk.

It is clear the council takes governance, policies and procedures seriously and I am pleased to report that overall, the systems and procedures you have in place are fit for purpose and whilst my report may contain recommendations to change these are not indicative of any significant failings, but rather are pointers to improving upon an already well-ordered system.

It is therefore our opinion that the systems and internal procedures at Seaford Town Council are well established and followed.

Regulation

The Accounts and Audit Regulations 2015 require smaller authorities, each financial year, to conduct a review of the effectiveness of the system of internal control and prepare an annual governance statement in accordance with proper practices in relation to accounts. In addition to this, a smaller authority is required by Regulation 5(1) of the Accounts and Audit Regulations 2015 to “undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes, taking into account public sector internal auditing standards or guidance.”

Internal auditing is an independent, objective assurance activity designed to improve an organisation’s operations. It helps an organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes. The purpose of internal audit is to review and report to the authority on whether its systems of financial and other internal controls over its activities and operating procedures are effective.

Internal audit’s function is to test and report to the authority on whether its specific system of internal control is adequate and working satisfactorily. The internal audit reports should therefore be made available to all Members to support and inform them when they considering the authority’s approval of the annual governance statement.

Independence and competence

Your audit was conducted by Michelle Webber of Mulberry Local Authority Services Ltd, who has over 27 years’ experience in the financial sector with the last 13 years specialising in local government.

Your auditor is independent from the management of the financial controls and procedures of the council and has no conflicts of interest with the audit client, nor do they provide any management or financial assistance to the client.

Engagement Letter and inherent risk assessment

An engagement letter was previously issued to the council covering the 2024/25 internal audit assignment, which includes the scope and plan of works and fee structure. Copies of this document are available on request from anna@mulberrylas.co.uk

In summary, our work will address each of the internal control objectives as stated on the Annual Internal Audit Report of the AGAR.

It is our opinion that the inherent risk of error or misstatement is low, and the controls of the council can be relied upon and as such substantive testing of individual transactions is not required. Testing to be carried out will be “walk through testing” on sample data to encompass the period of the council year under review.

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Interim internal audit recommendations

Audit Point	Interim Audit Findings	Council comments
FINANCE REGULATIONS, GOVERNANCE AND PAYMENTS	I would recommend that the emergency spend in FR 4.2 be increased to £10,000.	Council reviewed and agreed to increase.
RISK MANAGEMENT AND INSURANCE	I would recommend the council keeps the fidelity guarantee level under review.	Noted.
INCOME	On discussion with the RFO, it would be recommended that the bad debt write off limit to increase to £5,000.	Council reviewed and agreed to increase.
ASSETS AND INVESTMENTS	I would recommend that when the council reviews this policy, and it looks to increase the fund level in 7.4.	This was reviewed and not relevant.

A. BOOKS OF ACCOUNT

Internal audit requirement

Appropriate accounting records have been properly kept throughout the financial year.

Audit findings

Testing conducted at the interim internal audit.

B. FINANCE REGULATIONS, GOVERNANCE AND PAYMENTS

Internal audit requirement

This authority complied with its Finance Regulations, payments were supported by invoices, all expenditure was approved, and VAT was appropriately accounted for.

Audit findings

Testing conducted at the interim internal audit.

C. RISK MANAGEMENT AND INSURANCE

Internal audit requirement

This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.

Audit findings

Testing conducted at the interim internal audit.

We discussed assertion 8 on the Annual Governance Statement and whether this had any impact on the council.

“We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.”

The RFO confirmed that they were not aware of any event having a financial impact that was not included in the accounting statements.

D. BUDGET, PRECEPT AND RESERVES

Internal audit requirement

The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.

Audit findings

Testing conducted at the interim internal audit.

The year-end budget report shows income reported as 108.7% of budget and expenditure at 108%, suggesting that the budget has been accurately set and carefully monitored throughout the year. There is evidence within the minutes of meetings that councillors regularly receive budget reports for review, providing them with sufficient financial information to make informed decisions.

At the end of the financial year, the council held circa £762,191 in earmarked reserves, spread across a range of clearly identifiable projects, including amounts received from Community Infrastructure Levy (CIL) which are identified separately. I checked the purpose of these earmarked reserves with the RFO and am satisfied they are all for legitimate future planned projects of the council.

The Joint Panel on Accountability and Governance (JPAG) Practitioner’s guide provides updated guidance on the appropriate level of general reserves that councils should retain as below:

5.33. The general reserve of an authority comprises its cash flow and contingency funds to cover unexpected inflation, unforeseen events and unusual circumstances.

5.34. The generally accepted recommendation with regard to the appropriate minimum level of a smaller authority’s general reserve is that this should be maintained at between three and twelve months of net revenue expenditure.

5.35. *The reason for the wide range is to cater for the large variation in activity level between individual authorities. The smaller the authority, the closer the figure may be to 12 months expenditure, the larger the authority, the nearer to 3 months. In practice, any authority with income and expenditure in excess of £200,000 should plan towards 3 months equivalent general reserve.*

5.36. *In all of this it is important that each authority adopt, as a general reserve policy, the level appropriate to their size, situation, risks and plan their budget so as to ensure that the adopted level is maintained. Consideration of the minimum level of reserves requires not only consideration of level of income and expenditure but also the risks to that income.*

5.37. *Authorities with significant self-generated income (other than the precept or levy) should take into account situations that may lead to a loss in revenue as well as increased costs and adapt their general reserve accordingly.*

The general reserve balance at the end of the financial year is £943,045, which is within the recommended range, but at the higher end, **I would recommend the council keeps this under review.**

E. INCOME

Internal audit requirement

Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.

Audit findings

Testing conducted at the interim internal audit.

F. PETTY CASH

Internal audit requirement

Petty cash payments were properly supported by receipts, all petty cash expenditure was approved, and VAT appropriately accounted for.

Audit findings

Testing conducted at the interim internal audit.

G. PAYROLL

Internal audit requirement

Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.

Audit findings

Testing conducted at the interim internal audit.

I reviewed the total figure being included within box 4 (staff costs) on the Annual Governance and Accountability Return (AGAR) and was able to confirm from the accounting software that this includes only salary payments, HMRC payments and pension contributions.

H. ASSETS AND INVESTMENTS

Internal audit requirement

Asset and investments registers were complete and accurate and properly maintained.

Audit findings

Testing conducted at the interim internal audit.

I confirmed the asset register total matches that included in box 9 (total fixed assets plus long term investments and assets) on the AGAR and was able to trace the changes to the previous year's total against the asset register.

The council has borrowing through the Public Works Loan Board (PWLB) and LTA Tennis Foundation and I was able to confirm the figures for in year payments (box 5) and year-end balance (box 10) against the PWLB and LTA statement and remittance advices.

The council has no long-term investments.

I. BANK AND CASH

Internal audit requirement

Periodic and year-end bank account reconciliations were properly carried out.

Audit findings

Testing conducted at the interim internal audit.

I reviewed the March 2025 bank reconciliation for all accounts and was able to confirm the balances to the bank statements and found no errors.

J. YEAR END ACCOUNTS

Internal audit requirement

Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.

Audit findings

The council, at its meeting to sign off the year-end accounts, must discuss Section 1 of the AGAR (Annual Governance Statement) and record this activity in the minutes of the meeting.

COUNCIL IS REMINDED THAT THIS MUST BE A SEPARATE AGENDA ITEM PRIOR TO THE SIGNING OF SECTION 2 OF THE AGAR (ACCOUNTING STATEMENT).

Section 1 – Annual Governance Statement

Based on the internal audit findings, I recommend using the table below as the basis for that discussion.

	Annual Governance Statement	<i>'Yes', means that this authority</i>	Suggested response based on evidence
--	------------------------------------	---	---

1	We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>	YES – accounts follow latest Accounts and Audit Regulations and practitioners guide recommendations.
2	We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>	YES – there is regular reporting of financial transactions and accounting summaries, offering the opportunity for scrutiny.
3	We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>	YES – the Clerk advises the council in respect of its legal powers.
4	We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>	YES – the requirements and timescales for 2023/24 year-end were followed.
5	We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>	YES – the council has a risk management scheme and appropriate external insurance.
6	We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>	YES – the council has appointed an independent and competent internal auditor.
7	We took appropriate action on all matters raised in reports from internal and external audit.	<i>responded to matters brought to its attention by internal and external audit.</i>	YES – matters raised in internal and external audit reports have been addressed or are in the process of being addressed.
8	We considered whether any litigation, liabilities or commitments, events or	<i>disclosed everything it should have about its business activity during the year</i>	YES – no matters were raised during the internal audit visits.

	transactions, occurring either during or after the year-end, have a financial impact on this authority and. Where appropriate, have included them in the accounting statements.	<i>including events taking place after the year end if relevant.</i>	
9	Trust funds including charitable – In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/asset(s), including financial reporting and, if required, independent examination or audit.	<i>has met all its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.</i>	N/A – the council has no trusts

Section 2 – Accounting Statements

AGAR box number		2023/24	2024/25	Internal Auditor notes
1	Balances brought forward	1,742,786	1,684,721	Agrees to 2023/24 carry forward (box 7)
2	Precept or rates and levies	1,061,609	1,101,019	Figure confirmed to central precept record
3	Total other receipts	1,590,398	1,104,847	Agrees to underlying accounting records
4	Staff costs	1,022,372	819,598	Agrees to underlying accounting records. Includes only expenditure allowed as staff costs (see section G)
5	Loan interest/capital repayments	119,979	123,729	Agrees to PWLB remittance advices
6	All other payments	1,567,721	1,242,024	Agrees to underlying accounting records
7	Balances carried forward	1,684,721	1,705,236	Casts correctly and agrees to balance sheet
8	Total value of cash and short- term investments	1,694,421	1,819,319	Agrees to bank reconciliation for all accounts
9	Total fixed assets plus long- term investments and assets	10,796,043	11,074,571	Matches asset register total and changes from previous year have been traced
10	Total borrowings	1,325,624	1,247,348	Agrees to PWLB statement
11a	Disclosure note re Trust Funds (including charitable)	NO	NO	No – the council is not a sole trustee
11b	Disclosure note re Trust Funds (including charitable)	N/A	N/A	N/A – the council is not a sole trustee

Audit findings

The year-end accounts have been correctly prepared on an income and expenditure basis with the box 7 and 8 reconciliation completed.

This shows year-end debtors of £132,620.19 and year-end creditors of £246,703.63, with a full breakdown of the individual debtors and creditors provided.

The AGAR correctly casts and cross casts and last year's comparatives match the figures submitted for 2023/24 and published on the council website.

The variance analysis has been completed and, in my opinion, provides sufficient financial and narrative information to explain the variances to the External Auditor.

K. LIMITED ASSURANCE REVIEW

Internal audit requirement

IF the authority certified itself as exempt from a limited assurance review in 2023/24, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2023/24 AGAR tick "not covered")

Audit findings

The council did not certify itself exempt in 2023/24 due to exceeding the income and expenditure limits and this test does not apply.

L: PUBLICATION OF INFORMATION

Internal audit requirement

The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation

Audit findings

For councils with a turnover over £25,000, it is recommended best practice to follow the Local Government Transparency Code 2015, but not a statutory requirement and therefore not subject to verification during the internal audit.

All councils are required to follow The Accounts and Audit Regulations which include the following requirements:

13(1) An authority must publish (which must include publication on that authority's website)

- (a) the Statement of Accounts together with any certificate or opinion entered by the local auditor in accordance with section 20(2) of the Act; and
- (b) the Annual Governance Statement approved in accordance with regulation 6(3)

13(2) Where documents are published under paragraph (1), the authority must

- (a) keep copies of those documents for purchase by any person on payment of a reasonable sum; and
- (b) ensure that those documents remain available for public access for a period of not less than five years beginning with the date on which those documents were first published in accordance with that paragraph.

I was able to confirm that pages 4 (Annual Governance Statement), 5 (Accounting Statements) and 6 (External Auditor's Report and Certificate) of the AGAR are available for review on the council website for financial years 2019/20 to 2023/24 inclusive.

M: EXERCISE OF PUBLIC RIGHTS - INSPECTION OF ACCOUNTS**Internal audit requirement**

The authority has demonstrated that during summer 2024 it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations.

Audit findings

Testing conducted at the interim internal audit.

Inspection – key dates	2023/24 Actual	2024/25 Proposed
Date AGAR signed by council	20 June 2024	26 June 2025
Date inspection notice issued	28 June 2024	30 June 2025
Inspection period begins	1 July 2024	1 July 2025
Inspection period ends	9 August 2024	11 August 2025
Correct length (30 working days)	Yes	Yes
Common period included (first 10 working days of July)	Yes	Yes

I am satisfied the requirements of this control objective were met for 2023/24, and assertion 4 on the Annual Governance Statement can therefore be signed yes by the council. I was able to confirm that the proposed dates for 2023/24 meet the statutory requirements.

N: PUBLICATION REQUIREMENTS**Internal audit requirement**

The authority has complied with the publication requirements for 2023/24. Under the Accounts and Audit Regulations 2015, authorities must publish the following information on the authority website / webpage.

Before 1 July 2024 authorities must publish:

- Notice of the period for the exercise of public rights and a declaration that the accounting statements are as yet unaudited
- Section 1 - Annual Governance Statement 2023/24, approved and signed, page 4
- Section 2 - Accounting Statements 2023/24, approved and signed, page 5

Not later than 30 September 2024 authorities must publish:

- Notice of conclusion of audit
- Section 3 - External Auditor Report and Certificate
- Sections 1 and 2 of AGAR including any amendments as a result of the limited assurance review.

It is recommended as best practice, to avoid any potential confusion by local electors and interested parties, that you also publish the Annual Internal Audit Report, page 3.

Audit findings

I was able to confirm that the Notice of the Period of Public Rights and Section 1 (Annual Governance Statement) and Section 2 (Accounting Statement) were published on the council's website before 1 July 2024.

I was able to confirm that the External Auditor Report and Certificate were published on the council's website before 30 September 2024, however due to the issues raised externally the audit is not completed, which meant the Notice of Conclusion could not be completed.

The council has therefore met the publication requirements for 2023/24.

O. TRUSTEESHIP

Internal audit requirement

Trust funds (including charitable) – The council met its responsibilities as a trustee.

Audit findings

Testing conducted at the interim internal audit.

Achievement of control assertions at final internal audit date

Based on the tests conducted during the interim and final audits, our conclusions on the achievement of the internal control objectives to date are summarised in the table below.

	INTERNAL CONTROL OBJECTIVE	YES	NO	NOT COVERED
A	Appropriate accounting records have been properly kept throughout the financial year	✓		
B	This authority complied with its Finance Regulations, payments were supported by invoices, all expenditure was approved, and VAT was appropriately accounted for	✓		
C	This authority assesses the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these	✓		
D	The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E	Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for	✓		
F	Petty cash payments were properly supported by receipts, all petty cash expenditure was approved, and VAT appropriately accounted for	✓		
G	Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H	Asset and investments registers were complete and accurate and properly maintained.	✓		
I	Periodic bank account reconciliations were properly carried out during the year.	✓		
J	Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K	If the authority certified itself as exempt from a limited assurance review in the previous year, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review in the previous year tick "not covered")</i>			✓

L	The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation	✓		
M	The authority, during the previous year correctly provided for the period for the exercise of public rights as required by the Accounts and Audit Regulations (<i>evidenced by the notice published on the website and/or authority approved minutes confirming the dates set</i>).	✓		
N	The authority has complied with the publication requirements for previous year's AGAR.	✓		
O	Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓

Should you have any queries please contact me directly on michelle@mulberrylas.co.uk

Yours sincerely

m. webber

Michelle Webber

Internal Auditor, Mulberry Local Authority Services Ltd

Final Internal Audit - Points Carried Forward

Audit Point	Interim Audit Findings	Council comments
None		



Parish and Town Auditing Services
Tel: 07772 657446
Email: audit@patas.co.uk

LETTER OF ENGAGEMENT

Name of Council: Seaford Town Council

This letter of engagement sets out the basis on which we will act as Internal Auditor to the Council as well as the respective areas of responsibility of the Council and Parish and Town Audit Services.

As a Council you are responsible for maintaining proper accounting records and preparing financial statements which provide a true and fair view of the Council's accounts and comply with the Local Government Act Accounts and Audit Regulations 1996, as amended periodically.

You are also responsible for making available to the Internal Auditor the Council's accounting records as and when required and any other records and related information to enable us to undertake the internal audit review in accordance with the "Governance and Accountability Manual - The Practitioners Guide", including the signed minutes of all Council and Committee meetings.

We will report to Members whether, in our view, the financial statements as summarised in Section 2 of the statutory Governance and Accountability Return (AGAR) have been met. In arriving at our view we will consider the following matters and report any areas which do not meet the required standards:

- Establish whether proper accounting records have been kept by the Council;
- Establish whether the Council's Balance Sheet and Income & Expenditure Accounts (or Receipts and Payments Accounts) and supporting statements agree with the accounting records and returns;
- Establish whether we have obtained all the information and explanations which we think necessary for the purpose of our audit.

We do have a professional responsibility to report and issues if the accounts do not comply in any material respect with the Statements of Standard Accounting Practice and Financial Reporting Standards as relevant to local Councils, unless non-compliance is justified in the circumstances.

Our Audit will be conducted in accordance with Part 2, Regulation 5 of the Accounts and Audit Regulations as set out in the Local Audit and Accountability Act 2014 (amended) and the Auditing Standards issues by the accountancy bodies, and will have regard to relevant Auditing Guidelines. It will be conducted in such a manner as we consider necessary to fulfil our obligations and responsibilities including tests of transactions and ownership and valuation of assets and liabilities as we consider necessary.

We will reach an understanding of the accounting systems and relevant policies in place and assess their adequacy to enable us to prepare the financial statements and to establish whether proper accounting records have been maintained by the Council.

We will require relevant and reliable evidence needed to enable us to draw reasonable conclusions to complete the audit. The nature and extent of our tests will vary according to individual Council's accounting systems. We will bring to your attention any issues or weaknesses identified with your accounting system and internal controls. We will also review all financial risk assessments in place.

Any evidence to support the internal audit will be held and retained in accordance with the Data Protection Act 2018 and our GDPR policies.

We may ask for confirmation in writing that all transactions undertaken by the Council have been properly reflected and recorded in your accounting records and this may be referred to in the audit report.

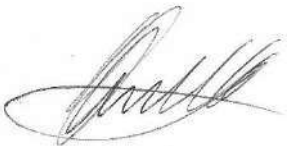
The responsibility for the prevention and detection of irregularities and fraud rests with the Council but we shall endeavour to plan our audit so that we have a reasonable expectation of detecting material misstatements in the financial statements or accounting records resulting from irregularities or fraud. However, our examination should not be relied upon to disclose irregularities and fraud that may exist. In the event of any suspected irregularity being identified by the Members, the Clerk or other employees that we be advised as soon as possible and, if appropriate, consulted on the appropriate course of action that should be applied to examine the position further.

Agreement of Terms

Once it has been agreed, this letter and contract will remain effective for future years until it is either cancelled by the Council or ourselves. We respectfully ask that should Council wish to cancel the contract that due notice is given by 30th September at the latest in the financial year under review, as work may have commenced prior to or shortly after that date.

We would be grateful if you could confirm in writing your agreement to the terms outlined in this letter or let us know if they are not in accordance with your understanding of our terms of appointment.

Please indicate your agreement by signing this letter and returning by email to audit@patas.co.uk

On behalf of Parish and Town Audit Services	Signature	Council	Signature
Paul Russell Internal Auditor			



Seaford Town Council

Report No:	32/25
Agenda Item No:	14
Committee:	Full Council
Date:	26 June 2025
Title:	Annual Governance Statement 2024 - 2025
By:	Lucy Clark, Responsible Financial Officer (RFO)
Purpose of Report:	To enable Full Council to discuss and approve the Annual Governance Statement 2024 - 2025

Actions

Full Council is advised:

1. To consider the updates presented within the report.
2. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To agree that to the best of its knowledge and belief, it has complied with all assertions in the Annual Governance Statement for the year ended 31 March 2025.
2. To approve the Annual Governance Statement for the Year Ended 31 March 2025 (Appendix A) and authorise the Chair and Town Clerk to sign Section 1 of the Annual Governance and Accountability Return (AGAR) on behalf of the Town Council.

1. Information

- 1.1** The full AGAR should be viewed as a whole document and is therefore attached as Appendix A. Reports 31-25 and 33-25 on this agenda also refer to sections of the AGAR. This report relates to the Annual Governance Statement, Section 1 on page 4.

- 1.2** The Town Council is required, by 30 June each year, to complete and approve the Annual Governance and Accountability Return (AGAR), which is the Statutory Accounts of the Town Council as at 31 March 2025. In doing this the Accounts and Audit Regulations require the Town Council to review the effectiveness of its internal control and approve the Annual Governance Statement (AGS).
- 1.3** Section 1, the AGS, must be approved before approving Section 2 (Accounting Statements) by addressing them as separate items on an agenda.
- 1.4** The purpose of the AGS is to enable the Town Council to report publicly on its arrangements for ensuring that its business is conducted in accordance with the law, regulations, and proper practices. Ensuring that public money is safeguarded and properly accounted for.
- 1.5** This assurance is in the form of a number of statements known as 'assertions', to which the Town Council needs to answer 'yes' or 'no'. The Town Council needs to have evidence to support a 'yes' answer to an assertion.
- 1.6** The Town Council conducted an annual review of its Internal Controls and risk registers at its meeting on 27 March 2025.
- 1.7** The statements in the AGS are explained in Appendix B and should be read in conjunction with report 31-25 - Appendix 2, the Internal Auditor's report section J, item 7 within the table.
- 1.8** The AGS is signed by the Chair and Town Clerk on behalf of the Town Council.

2. Publication Requirements

- 2.1** Under the Accounts and Audit Regulations 2015, Regulation 15 (2), the Town Council must publish the following on its website by 1st July each year:
 - (a)** The 'Notice of Period for the Exercise of Public Rights' and declaration that the accounting statements are not yet audited.
 - (b)** Section 1 – Annual Governance Statement approved and signed (page 4 of the AGAR).
 - (c)** Section 2 – Accounting Statements approved and signed (page 5 of the AGAR).

(d) It is also recommended as good practice to publish the Annual Internal Audit report.

2.2 The RFO, on behalf of the Town Council, must set the period of exercise of public rights. This period must be set for 30 consecutive working days where the approved accounts and accounting records can be inspected by members of the public during set times of the day. These dates have been set as 1 July 2025 to 11 August 2025.

2.3 Following the return of its conclusion of audit by the External Auditor, the Town Council must then publish the following on its website by 30 September each year:

- (a) Notice of conclusion of audit
- (b) Section 3 – External Auditor Report and Certificate
- (c) Sections 1 and 2 of the AGAR

3. AGAR 2023 - 2024

3.1 Members are reminded that the AGAR for 2023 - 2024 has not yet been signed off by the external auditor (PKF Littlejohn) due to two outstanding objections. However, this does not prevent the council from submitting the AGAR for 2024 - 2025, which is required within the statutory timetable.

3.2 The Town Council is aware that the outcome of the previous year's objections may have implications for current practice, but in the absence of a determination, it is not yet possible to adjust the 2024 - 2025 AGAR to reflect potential issues that remain unresolved.

4. Financial Appraisal

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

5. Contact Officer

5.1 The Contact Officer for this report is Lucy Clark, Responsible Financial Officer.

Annual Governance and Accountability Return 2024/25 Form 3

To be completed by Local Councils, Internal Drainage Boards and other Smaller Authorities*:

- where the higher of gross income or gross expenditure exceeded £25,000 but did not exceed £6.5 million; or
- where the higher of gross income or gross expenditure was £25,000 or less but that:
 - are unable to certify themselves as exempt (fee payable); or
 - have requested a limited assurance review (fee payable)

Guidance notes on completing Form 3 of the Annual Governance and Accountability Return 2024/25

1. Every smaller authority in England that either received gross income or incurred gross expenditure exceeding £25,000 **must** complete Form 3 of the Annual Governance and Accountability Return at the end of each financial year in accordance with *Proper Practices*.
2. **The Annual Governance and Accountability Return is made up of three parts, pages 3 to 6:**
 - The **Annual Internal Audit Report** must be completed by the authority's internal auditor.
 - **Sections 1 and 2** must be completed and approved by the authority.
 - **Section 3** is completed by the external auditor and will be returned to the authority.
3. The authority **must** approve Section 1, Annual Governance Statement, before approving Section 2, Accounting Statements, and both **must** be approved and published on the authority website/webpage **before 1 July 2025**.
4. An authority with either gross income or gross expenditure exceeding £25,000 or an authority with neither income nor expenditure exceeding £25,000, but which is unable to certify itself as exempt, or is requesting a limited assurance review, **must** return to the external auditor by email or post (not both) **no later than 30 June 2025**. Reminder letters will incur a charge of £40 +VAT:
 - the Annual Governance and Accountability Return Sections 1 and 2, together with
 - a bank reconciliation as at 31 March 2025
 - an explanation of any significant year on year variances in the accounting statements
 - notification of the commencement date of the period for the exercise of public rights
 - Annual Internal Audit Report 2024/25

Unless requested, do not send any additional documents to your external auditor. Your external auditor will ask for any additional documents needed.

Once the external auditor has completed the limited assurance review and is able to give an opinion, the Annual Governance and Accountability **Section 1, Section 2 and Section 3 – External Auditor Report and Certificate** will be returned to the authority by email or post.

Publication Requirements

Under the Accounts and Audit Regulations 2015, authorities must publish the following information on the authority website/webpage:

Before 1 July 2025 authorities **must** publish:

- Notice of the period for the exercise of public rights and a declaration that the accounting statements are as yet unaudited;
- **Section 1 - Annual Governance Statement 2024/25**, approved and signed, page 4
- **Section 2 - Accounting Statements 2024/25**, approved and signed, page 5

Not later than 30 September 2025 authorities **must** publish:

- Notice of conclusion of audit
- **Section 3 - External Auditor Report and Certificate**
- **Sections 1 and 2 of AGAR** including any amendments as a result of the limited assurance review. It is recommended as best practice, to avoid any potential confusion by local electors and interested parties, that you also publish the Annual Internal Audit Report, page 3.

The Annual Governance and Accountability Return constitutes the annual return referred to in the Accounts and Audit Regulations 2015. Throughout, the words 'external auditor' have the same meaning as the words 'local auditor' in the Accounts and Audit Regulations 2015.

*for a complete list of bodies that may be smaller authorities refer to schedule 2 to the Local Audit and Accountability Act 2014.

Guidance notes on completing Form 3 of the Annual Governance and Accountability Return (AGAR) 2024/25

- The authority **must** comply with *Proper Practices* in completing Sections 1 and 2 of this AGAR. *Proper Practices* are found in the *Practitioners' Guide** which is updated from time to time and contains everything needed to prepare successfully for the financial year-end and the subsequent work by the external auditor.
- Make sure that the AGAR is complete (no highlighted boxes left empty) and is properly signed and dated. Any amendments must be approved by the authority and properly initialled.
- The authority **should** receive and note the Annual Internal Audit Report before approving the Annual Governance Statement and the accounts.
- Use the checklist provided below to review the AGAR for completeness before returning it to the external auditor by email or post (not both) no later than 30 June 2025.
- The Annual Governance Statement (Section 1) must be approved on the same day or before the Accounting Statements (Section 2) and evidenced by the agenda or minute references.
- The Responsible Financial Officer (RFO) must certify the accounts (Section 2) before they are presented to the authority for approval. The authority must in this order; consider, approve and sign the accounts.
- The RFO is required to commence the public rights period as soon as practical after the date of the AGAR approval.
- You must inform your external auditor about any change of Clerk, Responsible Financial Officer or Chair, and provide relevant authority owned generic email addresses and telephone numbers.**
- Make sure that the copy of the bank reconciliation to be sent to your external auditor with the AGAR covers all the bank accounts. If the authority holds any short-term investments, note their value on the bank reconciliation. The external auditor must be able to agree the bank reconciliation to Box 8 on the accounting statements (**Section 2, page 5**). An explanation **must** be provided of any difference between Box 7 and Box 8. More help on bank reconciliation is available in the *Practitioners' Guide**.
- Explain fully significant variances in the accounting statements on **page 5**. Do not just send a copy of the detailed accounting records instead of this explanation. The external auditor wants to know that you understand the reasons for all variances. Include complete numerical and narrative analysis to support the full variance.
- If the bank reconciliation is incomplete or variances not **fully** explained then additional costs may be incurred.
- Make sure that the accounting statements add up and that the balance carried forward from the previous year (Box 7 of 2024) equals the balance brought forward in the current year (Box 1 of 2025).
- The Responsible Financial Officer (RFO), on behalf of the authority, **must** set the commencement date for the exercise of public rights of 30 consecutive working days which **must** include the first ten working days of July.
- The authority **must** publish on the authority website/webpage the information required by Regulation 15 (2), Accounts and Audit Regulations 2015, including the period for the exercise of public rights and the name and address of the external auditor **before 1 July 2025**.

Completion checklist – 'No' answers mean you may not have met requirements		Yes	No
All sections	Have all highlighted boxes have been completed?		
	Has all additional information requested, including the dates set for the period for the exercise of public rights , been provided for the external auditor?		
Internal Audit Report	Have all highlighted boxes been completed by the internal auditor and explanations provided?		
Section 1	For any statement to which the response is 'no', has an explanation been published?		
Section 2	Has the Responsible Financial Officer signed the accounting statements before presentation to the authority for approval?		
	Has the authority's approval of the accounting statements been confirmed by the signature of the Chair of the approval meeting?		
	Has an explanation of significant variations been published where required?		
	Has the bank reconciliation as at 31 March 2025 been reconciled to Box 8?		
	Has an explanation of any difference between Box 7 and Box 8 been provided?		
Sections 1 and 2	Trust funds – have all disclosures been made if the authority as a body corporate is a sole managing trustee? NB: do not send trust accounting statements unless requested.		

**Governance and Accountability for Smaller Authorities in England – a Practitioners' Guide to Proper Practices*, can be downloaded from www.nalc.gov.uk or from www.ada.org.uk

Section 1 – Annual Governance Statement 2024/25

We acknowledge as the members of:

SEAFORD TOWN COUNCIL

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2025, that:

	Agreed		‘Yes’ means that this authority:
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	✓		<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	✓		<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors’ rights in accordance with the requirements of the Accounts and Audit Regulations.	✓		<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority’s accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	✓		<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.	✓		<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	✓		<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A
			✓

***Please provide explanations to the external auditor on a separate sheet for each ‘No’ response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.**

This Annual Governance Statement was approved at a meeting of the authority on:

26/06/2025

and recorded as minute reference:

MINUTE REFERENCE

Signed by the Chair and Clerk of the meeting where approval was given:

Chair

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

www.seafordtowncouncil.gov.uk PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

Annual Internal Audit Report 2024/25

SEAFORD TOWN COUNCIL

www.seafordtowncouncil.gov.uk ONLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

During the financial year ended 31 March 2025, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2024/25 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	✓		
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2023/24, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2023/24 AGAR tick "not covered")			✓
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.	✓		
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations (during the 2024-25 AGAR period, were public rights in relation to the 2023-24 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set).	✓		
N. The authority has complied with the publication requirements for 2023/24 AGAR (see AGAR Page 1 Guidance Notes).	✓		
O. (For local councils only)	Yes	No	Not applicable
Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

15/10/2024 30/05/2025 DD/MM/YYYY

Name of person who carried out the internal audit

Michelle Webber MWEBBER@STC.UK

Signature of person who carried out the internal audit

SIGNATURE REQUIRED M. Webber

Date

30/05/2025

*If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

**Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

Section 2 – Accounting Statements 2024/25 for

SEAFORD TOWN COUNCIL

	Year ending		Notes and guidance
	31 March 2024 £	31 March 2025 £	
1. Balances brought forward	1,742,786	1,684,721	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	1,061,609	1,101,019	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	1,590,398	1,104,847	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	1,022,372	819,598	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	119,979	123,729	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	1,567,721	1,242,024	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	1,684,721	1,705,236	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).

8. Total value of cash and short term investments	1,694,421	1,819,319	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	10,796,043	11,074,571	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	1,325,624	1,247,348	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)		✓		The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.
11b. Disclosure note re Trust funds (including charitable)			✓	The figures in the accounting statements above exclude any Trust transactions.

I certify that for the year ended 31 March 2025 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

 SIGNATURE REQUIRED

Date

02/06/2025

I confirm that these Accounting Statements were approved by this authority on this date:

26/06/2025

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chair of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

Section 3 – External Auditor’s Report and Certificate 2024/25

In respect of

SEAFORD TOWN COUNCIL

1 Respective responsibilities of the auditor and the authority

Our responsibility as auditors to complete a **limited assurance review** is set out by the National Audit Office (NAO). A limited assurance review is **not a full statutory audit**, it does not constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and hence it **does not** provide the same level of assurance that such an audit would. The UK Government has determined that a lower level of assurance than that provided by a full statutory audit is appropriate for those local public bodies with the lowest levels of spending.

Under a limited assurance review, the auditor is responsible for reviewing Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with NAO Auditor Guidance Note 02 (AGN 02 as issued by the NAO on behalf of the Comptroller and Auditor General. AGN 02 is available from the NAO website – <https://www.nao.org.uk/code-audit-practice/guidance-and-information-for-auditors/> .

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2025; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

2 External auditor’s limited assurance opinion 2024/25

(Except for the matters reported below)* on the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return, in our opinion the information in Sections 1 and 2 of the Annual Governance and Accountability Return is in accordance with Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met. (*delete as appropriate).

(continue on a separate sheet if required)

Other matters not affecting our opinion which we draw to the attention of the authority:

(continue on a separate sheet if required)

3 External auditor certificate 2024/25

We certify/do not certify* that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2025.

*We do not certify completion because:

External Auditor Name

ENTER NAME OF EXTERNAL AUDITOR

External Auditor Signature

SIGNATURE REQUIRED

Date

DD/MM/YYYY



Seaford Town Council

Report No:	33/25
Agenda Item No:	15
Committee:	Full Council
Date:	26 June 2025
Title:	Annual Governance and Accountability Return - Accounting Statements (Section 2) and Final Accounts 2024 - 2025
By:	Lucy Clark, Responsible Financial Officer (RFO)
Purpose of Report:	To present the Final Accounts and Annual Governance and Accountability Return (Section 2) for the year ended 31 March 2025 for approval and adoption

Actions

Full Council is recommended:

1. To consider the information and update presented within the report to facilitate the year end process for the 2024 – 2025 financial year.
2. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To consider and approve Section 2 of the Annual Governance and Accountability return - Accounting Statements 2024 – 2025, by resolution.
2. To authorise the Mayor, as Chair of the Town Council, to sign Section 2 of the Annual Governance and Accountability Return 2024 – 2025, on behalf of the Town Council.
3. To note Earmarked Reserve movements and Capital Receipts and Expenditure in the year.

1. Information

- 1.1 The Town Council is required to produce a Statement of Accounts and have this approved by the Town Council by 30 June each year. As previously reported, Sections 1 and 2 of the Annual Governance and Accountability Return (AGAR) must be approved by resolution in the correct order and as separate items on the agenda.
- 1.2 Following Section 1 of the AGAR having been reported in item 14 of this agenda, attached as **Appendix A** of this report is a copy of Section 2 of the AGAR which has been signed by the RFO. The regulations state it is a requirement that the RFO must sign and date this section prior to it being presented to Full Council.
- 1.3 Section 2 – Accounting Statements summarises the Town Council's transactions for the 2024 – 2025 financial year and its position at the year end on 31 March 2025.
- 1.4 The accounts have been prepared in accordance with The Practitioners' Guide (England) 2024, issued by the Joint Panel on Accountability and Governance (JPAG) to support the preparation, by smaller authorities in England, of statutory annual accounting and governance statements as found in the Annual Governance and Accountability Return.
- 1.5 A revised Practitioner's Guide was issued in March 2025 by the newly-named Smaller Authorities Proper Practices Panel (SAPPP) (formerly JPAG) but this applies to AGARs for financial years commencing on or after 1 April 2025, so is not applicable to the 2024 – 2025 financial year being considered by Full Council at this meeting.
- 1.6 The accounts presented within this report present a true and fair view of the financial position of the Town Council as at 31 March 2025 and its income and expenditure for the year.
- 1.7 The AGAR is "subject to audit." It has not yet been audited by PKF Littlejohn LLP, who are the Town Council's appointed external auditors. The external auditor's role is to review the AGAR and supporting documentation and report whether any matters have come to their attention that give cause for concern, or that the relevant legislation and regulatory requirements have not been met. This is a negative assurance audit (i.e.

confirmation that facts are accurate because there is no evidence to the contrary). The Audit should be completed by 30 September 2025.

1.8 Section 2 - Accounting Statements of the AGAR comprises of four linked sections, which should be read as a whole (**see Appendix A of report 32-25, agenda item 14**). The parts are:

- The Annual Internal Audit Report (see report 31-25 plus appendices).
- Section 1 - the Annual Governance Statement (see report 32-25 plus appendices).
- Section 2 - the Accounting Statements (attached as **Appendix A to this report**)
- Section 3 - the External Auditor's certificate and opinion (to be completed after the audit)

1.9 In addition to the fully completed and approved AGAR Form 3 with Section 1 approved before Section 2, the External Auditor also requires the following:

- Completed form confirming the dates planned for the provision for the exercise of public rights (attached for reference in **Appendix B**).
- A bank reconciliation (attached for reference in **Appendix C**).
- An explanation of any variances of 15% / £100,000 or more from last financial year (attached for reference in **Appendix D**).
- A reconciliation between boxes 7 and 8 on the accounting statement (attached for reference in **Appendix E**).
- The Annual Internal Audit Report (AIAR) – this is the single page form included within the AGAR on page 3 (as in **Appendix A**)
- Where the internal auditor has answered 'No'/'N/A'/'Not covered' to any objectives on the AIAR, an explanation for those answers (attached for reference in **Appendix F**).
- Where the internal auditor has referred to a separate report on the AIAR, a copy of that report (nothing to report).
- Where the authority has answered 'No' to any assertions on Section 1 of the AGAR (there are none to report).

If the authority has income or expenditure of more than £2,000,000. (This additional evidence can be provided upon request):

- A copy of the relevant minutes and agenda papers from the meeting at which the annual review of risk management arrangements during 2024 - 2025 were discussed.
- If the 2023 - 2024 external auditor report included any 'except for' matters, copies of minutes and agreed plan showing the corrective action taken to address these matters. As the 2023 - 2024 AGAR is still under review by the external auditors due to public objections, there is currently nothing to report until their findings are concluded.
- Copies of year end bank statements to support the bank reconciliations
- The detailed internal audit report.
- Evidence that the authority has considered the independence of the internal auditor.
- Evidence that the authority has considered and agreed the internal audit programme of work.

1.10 Other points to note in respect of the accounting statements are:

- Box 1- Balances brought forward: This figure is the value of total reserves (General Reserve + Earmarked Reserves). The figure of £1,684,721 at 1 April 2024 must be equal to the value of Box 7 from the previous year which shows the balance to carry forward.
- Box 2- Annual Precept: The total figure received from Lewes District Council for 2024 - 2025 was £1,101,019. The annual return requires this figure to be shown separately from other income.
- Box 3 - Total Other Receipts: The amount of £1,104,847 relates to all income or receipts as recorded in the cashbook with the exception of the precept which is included within box 2.
- Box 4 - Staff Costs: This box includes salaries and wages, PAYE, national insurance contributions, pension contributions and severance payments. It does not include payments to other consultants, expenses or payroll costs, which are included in box 6.
- Box 5 - Loan interest/capital repayments: These costs relate to the repayment plans to the Public Works Loan Board (PWLB) for both

The View and Hurdis House, and the Lawn Tennis Association (LTA) for The Salts Tennis Courts.

- Box 6 - Total Other Payments: The amount of £1,242,024 relates to all expenditure or payments as recorded in the cashbook excluding staff costs and loan repayments which are shown in boxes 4 and 5 as above.
- Box 7 - Balances Carried Forward: This is the total balance of reserves (General and Earmarked) at the end of the year taking into account all creditors being paid and all debtors received.
- Box 8 - Total cash and short-term investments: This is the sum of the Co-operative Current Account, the CCLA Investment Account and cash holdings. This amount does not take into account any debtors that are still owed or creditors that are due to be paid.
- Box 9 - Total fixed assets plus other long-term investments as assets: This figure is obtained from the Fixed Asset Register and is based on the original purchase cost or a proxy cost if this is not known. The assets are not to be revalued (other than for insurance purposes) or depreciated during the year. The change in this figure is due to additions or disposals of assets which can be identified within the cashbook during the year.
- Box 10 - Total borrowings: This figure is the outstanding capital balance as at 31 March 2025 and relates to all loans. This figure has been restated for last year (2023 - 2024) as the Greenkeeper's contents had not been included.

1.11 The Annual Internal Audit Report (AIAR part of the AGAR) has been completed by the Internal Auditor and is attached as Appendix A of report 31-25, previously reported in item 14 of this agenda. This along with the final internal audit report written by the Internal Auditor for 2024 - 2025 (Appendix B of report 31-25) confirms that:

the year-end accounts have been correctly prepared on an income and expenditure basis with the box 7 and 8 reconciliation completed.

The AGAR correctly casts and cross casts and last year's comparatives match the figures submitted for 2023/24.

The variance analysis has been completed, and in my opinion, provides sufficient financial and narrative information to explain the variances to the External Auditor.

- 1.12** The notice of appointment of date for the exercise of elector's rights will be published on 30 June 2025, reporting that the AGAR and supporting documentation will be available for public inspection between **1 July** and **11 August 2025**.

2. Financial Appraisal

- 2.1** Attached in **Appendix G** is the Detailed Income & Expenditure report for the year 2024 - 2025 based on the previous committee structure, showing actual spends against the original budget set by the Town Council in January 2024. Each spending committee has received a more detailed report of the year end relating to that committee.
- 2.2** As shown in the grand totals on the final page of **Appendix G**, the Net Income over Expenditure against budget shows a surplus of £20,515. A total of £306,087 has been spent from Earmarked Reserves (EMR), while £93,949 has been received and transferred into EMR. Other EMR transfers that do not involve an income or expenditure are not shown in **Appendix G** but are reported on in section 3 of this report.
- 2.3** The total of all Income in the year (including Precept) was £2,205,866.
- 2.4** Income excluding the Precept (Box 3) increased by 30.53% compared to the previous year. See **Appendix D** for explanation of significant variances.
- 2.5** Total Expenditure in the year was £2,185,351.
- 2.6** Expenditure (Box 6) excluding loans and staff costs is up by 20.78% (see **Appendix D** for explanations of significant variances).
- 2.7** Staff Costs (Box 4) are up by 19.83% (see **Appendix D** for explanation of significant variances).
- 2.8** After accounting for the net Income over Expenditure and EMR transfers, the General Reserve increased by £98,144, rising from £844,901 to £943,045. See Balance Sheet attached as **Appendix I**.
- 2.9** This is a welcome position, with General Reserves now comfortably meeting the Town Council's financial objectives. While this strengthens the Town Council's ability to manage future uncertainties, the position will

continue to be monitored carefully to ensure a secure foundation going forward.

3. Earmarked Reserves (EMR)

- 3.1** The opening balance of the Town Council's EMR was £839,819.47. After movements in and out during the year, the closing balance stood at £762,191.39. A number of these EMRs, such as those for Tree Planting, Community Infrastructure Levy (CIL) Receipts and Capital Receipts, are restricted to specific purposes and cannot be used for general expenditure.
- 3.2** Over the course of the year, £306,087 was used from EMRs to support approved expenditure, while £238,732 was transferred into various EMRs, resulting in a net reduction of £77,628. A number of these top-ups occurred during the financial year, where Town Council approval was obtained or income was restricted (such as grants and CIL).
- 3.3** At the year end, where appropriate, unspent revenue balances were transferred to EMRs to provide for known and potential future liabilities. This included £26,000 from the overall Building Maintenance budget and £20,000 from the overall Playground budget, both of which were underspent. These transfers were made in accordance with the Town Council's Financial Regulations (19.5c), which allow the Responsible Financial Officer, in consultation with the Chair of the Finance & General Purposes Committee, to earmark underspends at year-end, providing there is an overall budget surplus.
- 3.4** It is anticipated that now that the General Reserve has reached a robust level, the future use of underspends to build up the EMRs will form a sustainable approach to long-term financial planning. This helps the Town Council to prepare for both planned and unforeseen liabilities.
- 3.5** Having contingency sums held in EMRs provides the opportunity to reduce budget allocations in future years, thereby helping to minimise increases to the precept where possible.
- 3.6** The full list of EMRs and their movements and explanations can be found in **Appendix H**.

4. Conclusion

- 4.1** The overall net surplus for 2024 - 2025 is £20,515 compared to the budgeted surplus of £4,898 representing an improvement of £15,617, as detailed in sections 2.2 above.
- 4.2** After accounting for movements in EMRs, the reported surplus increases to £232,654, reflecting the impact of expenditure funded by EMRs during the year. This results in a variance of £227,756 compared to the original budgeted position, shown in brackets due to the technical accounting treatment of EMRs, which are outside of the revenue budget.
- 4.3** As at 31 March 2025, the General Reserve stands at £943,045, and the Earmarked Reserves total £762,191, giving combined total reserves of £1,705,236.
- 4.4** The Town Council continues to remain in a strong financial position, with robust reserves and a strategy to support long term planning to secure its financial future.

5. Contact Officer

- 5.1** The Contact Officer for this report is Lucy Clark, Responsible Financial Officer.

Section 2 – Accounting Statements 2024/25 for

SEAFORD TOWN COUNCIL

	Year ending		Notes and guidance
	31 March 2024 £	31 March 2025 £	
1. Balances brought forward	1,742,786	1,684,721	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	1,061,609	1,101,019	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	1,590,398	1,104,847	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	1,022,372	819,598	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	119,979	123,729	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	1,567,721	1,242,024	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	1,684,721	1,705,236	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).

8. Total value of cash and short term investments	1,694,421	1,819,319	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	10,796,043	11,074,571	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	1,325,624	1,247,348	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)		✓		The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.
11b. Disclosure note re Trust funds (including charitable)			✓	The figures in the accounting statements above exclude any Trust transactions.

I certify that for the year ended 31 March 2025 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval



Date

02/06/2025

I confirm that these Accounting Statements were approved by this authority on this date:

26/06/2025

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chair of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

WHAT SMALLER AUTHORITIES NEED TO DO TO ADVERTISE THE PERIOD DURING WHICH ELECTORS AND INTERESTED PERSONS MAY EXERCISE RIGHTS RELATING TO THE ANNUAL ACCOUNTS

The [Local Audit and Accountability Act 2014](#) and the [Accounts and Audit Regulations 2015](#) require that:

- 1) The accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records must be made available for inspection by any person interested, during a period of 30 working days set by the smaller authority and including the first 10 working days of July.
- 2) The period referred to in paragraph (1) starts with the day on which the period for the exercise of public rights is treated as having been commenced i.e. the day following the day on which all of the obligations in paragraph (3) below have been fulfilled.
- 3) The responsible financial officer for a relevant authority must, on behalf of that authority, publish (**which must include publication on the authority's website**):
 - a) the Accounting Statements (i.e. Section 2 of either Form 2 or 3, whichever is relevant, of the Annual Governance & Accountability Return (AGAR)), accompanied by:
 - i) a declaration, signed by that officer to the effect that the status of the Accounting Statements are unaudited and that the Accounting Statements as published may be subject to change;
 - ii) the Annual Governance Statement (i.e. Section 1 of either Form 2 or Form 3, whichever is relevant, of the AGAR); and
 - b) a statement that sets out—
 - i) the period for the exercise of public rights;
 - ii) details of the manner in which notice should be given of an intention to inspect the accounting records and other documents;
 - iii) the name and address of the local auditor;
 - iv) the provisions contained in section 26 (inspection of documents etc.) and section 27 (right to make objections at audit) of the Act, as they have effect in relation to the authority in question;

HOW DO YOU DO IT?

- 1) You will meet statutory requirements if you fully and accurately complete the notice of public rights pro forma in this document, and publish (**including publication on the smaller authority's website**) the following documents, the day before the public rights period commences:
 - a) the approved Sections 1 and 2 of either Form 2 or 3, whichever is relevant to your smaller authority, of the AGAR; and
 - b) the completed Notice of Public Rights and Publication of Unaudited Annual Governance & Accountability Return. Please note that we have pre-completed it with the following suggested dates: Tuesday 3 June – Monday 14 July 2025. (The latest possible dates that comply with the statutory requirements are Tuesday 1 July – Monday 11 August 2025); and
 - c) the notes which accompany the Notice (Local authority accounts: a summary of your rights).

Where the authority has answered 'No' to any assertions on Section 1, as stated on the face of Section 1 of the AGAR, a sufficiently detailed explanation of the reasons must be published with the AGAR on the authority's website.

Smaller authority name: **SEAFORD TOWN COUNCIL**

**NOTICE OF PUBLIC RIGHTS AND PUBLICATION
OF UNAUDITED ANNUAL GOVERNANCE &
ACCOUNTABILITY RETURN**

ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2025

**Local Audit and Accountability Act 2014 Sections 26 and 27
The Accounts and Audit Regulations 2015 (SI 2015/234)**

NOTICE	NOTES
<p>1. Date of announcement 30th June 2025 (a)</p> <p>2. Each year the smaller authority's Annual Governance and Accountability Return (AGAR) needs to be reviewed by an external auditor appointed by Smaller Authorities' Audit Appointments Ltd. The unaudited AGAR has been published with this notice. As it has yet to be reviewed by the appointed auditor, it is subject to change as a result of that review.</p> <p>Any person interested has the right to inspect and make copies of the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records must be made available for inspection by any person interested. For the year ended 31 March 2025, these documents will be available on reasonable notice by application to:</p> <p>(b) Lucy Clark, RFO, Seaford Town Council, 37 Church Street, Seaford, BN25 1HG</p> <p>commencing on (c) Tuesday 1st July 2025</p> <p>and ending on (d) Monday 11th August 2025</p> <p>3. Local government electors and their representatives also have:</p> <ul style="list-style-type: none">• The opportunity to question the appointed auditor about the accounting records; and• The right to make an objection which concerns a matter in respect of which the appointed auditor could either make a public interest report or apply to the court for a declaration that an item of account is unlawful. Written notice of an objection must first be given to the auditor and a copy sent to the smaller authority. <p>The appointed auditor can be contacted at the address in paragraph 4 below for this purpose between the above dates only.</p> <p>4. The smaller authority's AGAR is subject to review by the appointed auditor under the provisions of the Local Audit and Accountability Act 2014, the Accounts and Audit Regulations 2015 and the NAO's Code of Audit Practice 2015. The appointed auditor is:</p> <p>PKF Littlejohn LLP (Ref: SBA Team) 15 Westferry Circus Canary Wharf London E14 4HD sba@pkf-l.com</p> <p>5. This announcement is made by (e) Lucy Clark, RFO</p>	<p>(a) Insert date of placing of the notice which must be not less than 1 day before the date in (c) below</p> <p>(b) Insert name, position and address/telephone number/ email address, as appropriate, of the Clerk or other person to which any person may apply to inspect the accounts</p> <p>(c) Insert date, which must be at least 1 day after the date of announcement in (a) above and at least 30 working days before the date appointed in (d) below</p> <p>(d) The inspection period between (c) and (d) must be 30 working days inclusive and must include the first 10 working days of July.</p> <p>(e) Insert name and position of person placing the notice – this person must be the responsible financial officer for the smaller authority</p>

LOCAL AUTHORITY ACCOUNTS: A SUMMARY OF YOUR RIGHTS

Please note that this summary applies to all relevant smaller authorities, including local councils, internal drainage boards and 'other' smaller authorities.

The basic position

The [Local Audit and Accountability Act 2014](#) (the Act) governs the work of auditors appointed to smaller authorities. This summary explains the provisions contained in Sections 26 and 27 of the Act. The Act and the [Accounts and Audit Regulations 2015](#) also cover the duties, responsibilities and rights of smaller authorities, other organisations and the public concerning the accounts being audited.

As a local elector, or an interested person, you have certain legal rights in respect of the accounting records of smaller authorities. As an interested person you can inspect accounting records and related documents. If you are a local government elector for the area to which the accounts relate you can also ask questions about the accounts and object to them. You do not have to pay directly for exercising your rights. However, any resulting costs incurred by the smaller authority form part of its running costs. Therefore, indirectly, local residents pay for the cost of you exercising your rights through their council tax.

The right to inspect the accounting records

Any interested person can inspect the accounting records, which includes but is not limited to local electors. You can inspect the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records. You can copy all, or part, of these records or documents. Your inspection must be about the accounts, or relate to an item in the accounts. You cannot, for example, inspect or copy documents unrelated to the accounts, or that include personal information (Section 26 (6) – (10) of the Act explains what is meant by personal information). You cannot inspect information which is protected by commercial confidentiality. This is information which would prejudice commercial confidentiality if it was released to the public and there is not, set against this, a very strong reason in the public interest why it should nevertheless be disclosed.

When smaller authorities have finished preparing accounts for the financial year and approved them, they must publish them (including on a website). There must be a 30 working day period, called the 'period for the exercise of public rights', during which you can exercise your statutory right to inspect the accounting records. Smaller authorities must tell the public, including advertising this on their website, that the accounting records and related documents are available to inspect. By arrangement you will then have 30 working days to inspect and make copies of the accounting records. You may have to pay a copying charge. The 30 working day period must include a common period of inspection during which all smaller authorities' accounting records are available to inspect. This will be 1-14 July 2025 for 2024/25 accounts. The advertisement must set out the dates of the period for the exercise of public rights, how you can communicate to the smaller authority that you wish to inspect the accounting records and related documents, the name and address of the auditor, and the relevant legislation that governs the inspection of accounts and objections.

The right to ask the auditor questions about the accounting records

You should first ask your smaller authority about the accounting records, since they hold all the details. If you are a local elector, your right to ask questions of the external auditor is enshrined in law. However, while the auditor will answer your questions where possible, they are not always obliged to do so. For example, the question might be better answered by another organisation, require investigation beyond the auditor's remit, or involve disproportionate cost (which is borne by the local taxpayer). Give your smaller authority the opportunity first to explain anything in the accounting records that you are unsure about. If you are not satisfied with their explanation, you can question the external auditor about the accounting records.

The law limits the time available for you formally to ask questions. This must be done in the period for the exercise of public rights, so let the external auditor know your concern as soon as possible. The

advertisement or notice that tells you the accounting records are available to inspect will also give the period for the exercise of public rights during which you may ask the auditor questions, which here means formally asking questions under the Act. You can ask someone to represent you when asking the external auditor questions.

Before you ask the external auditor any questions, inspect the accounting records fully, so you know what they contain. Please remember that you cannot formally ask questions, under the Act, after the end of the period for the exercise of public rights. You may ask your smaller authority other questions about their accounts for any year, at any time. But these are not questions under the Act.

You can ask the external auditor questions about an item in the accounting records for the financial year being audited. However, your right to ask the external auditor questions is limited. The external auditor can only answer 'what' questions, not 'why' questions. The external auditor cannot answer questions about policies, finances, procedures or anything else unless it is directly relevant to an item in the accounting records. Remember that your questions must always be about facts, not opinions. To avoid misunderstanding, we recommend that you always put your questions in writing.

The right to make objections at audit

You have inspected the accounting records and asked your questions of the smaller authority. Now you may wish to object to the accounts on the basis that an item in them is in your view unlawful or there are matters of wider concern arising from the smaller authority's finances. A local government elector can ask the external auditor to apply to the High Court for a declaration that an item of account is unlawful, or to issue a report on matters which are in the public interest. You must tell the external auditor which specific item in the accounts you object to and why you think the item is unlawful, or why you think that a public interest report should be made about it. You must provide the external auditor with the evidence you have to support your objection. Disagreeing with income or spending does not make it unlawful. To object to the accounts you must write to the external auditor stating you want to make an objection, including the information and evidence below and you must send a copy to the smaller authority. The notice must include:

- confirmation that you are an elector in the smaller authority's area;
- why you are objecting to the accounts and the facts on which you rely;
- details of any item in the accounts that you think is unlawful; and
- details of any matter about which you think the external auditor should make a public interest report.

Other than it must be in writing, there is no set format for objecting. You can only ask the external auditor to act within the powers available under the [Local Audit and Accountability Act 2014](#).

A final word

You may not use this 'right to object' to make a personal complaint or claim against your smaller authority. You should take such complaints to your local Citizens' Advice Bureau, local Law Centre or to your solicitor. Smaller authorities, and so local taxpayers, meet the costs of dealing with questions and objections. In deciding whether to take your objection forward, one of a series of factors the auditor must take into account is the cost that will be involved, they will only continue with the objection if it is in the public interest to do so. They may also decide not to consider an objection if they think that it is frivolous or vexatious, or if it repeats an objection already considered. If you appeal to the courts against an auditor's decision not to apply to the courts for a declaration that an item of account is unlawful, you will have to pay for the action yourself.

For more detailed guidance on public rights and the special powers of auditors, copies of the publication [Local authority accounts: A guide to your rights](#) are available from the NAO website.

If you wish to contact your authority's appointed external auditor please write to the address in paragraph 4 of the *Notice of Public Rights and Publication of Unaudited Annual Governance & Accountability Return*.

Seaford Town Council 2024/2025 Current Year

Bank - Cash and Investment Reconciliation as at 31 March 2025

		<u>Account Description</u>	<u>Balance</u>	
<u>Bank Statement Balances</u>				
1	31/03/2025	Coop Community Direct Plus	135,606.48	
2	31/03/2025	Petty Cash	142.89	
3	31/03/2025	STC Deposit Account	13,500.00	
5	31/03/2025	CCLA-Public Sector Deposit	1,670,000.00	
				1,819,249.37
<u>Other Cash & Bank Balances</u>				
		Golf Proshop Float	70.00	
				70.00
				1,819,319.37
<u>Receipts not on Bank Statement</u>				
0	31/03/2025	All Receipts Cleared	0.00	
				0.00
Closing Balance				1,819,319.37
<u>All Cash & Bank Accounts</u>				
1		Current/Deposit Account	135,606.48	
2		Petty Cash	142.89	
3		TVSL Deposit Account	13,500.00	
5		CCLA-Public Sector Deposit	1,670,000.00	
		Other Cash & Bank Balances	70.00	
		Total Cash & Bank Balances		1,819,319.37

Report 33/25 Appendix D

Explanation of variances – pro forma

Name of smaller authority:

County area (local councils and parish meetings only):

Insert figures from Section 2 of the AGAR in all Blue highlighted boxes

Next, please provide full explanations, including numerical values, for the following that will be flagged in the green boxes where relevant:

• variances of more than 15% between totals for individual boxes (except variances of less than £200);

• New from 2020/21 onwards: variances of £100,000 or more require explanation regardless of the % variation year on year;

	2023/24 £	2024/25 £	Variance £	Variance %	Explanation Required?	Automatic responses trigger below based on figures input. DO NOT OVERWRITE THESE BOXES	Explanation from smaller authority (must include narrative and supporting figures)
1 Balances Brought Forward	1,742,786	1,684,721				Explanation of % variance from PY opening balance not required – Balance brought forward agrees	
2 Precept or Rates and Levies	1,061,609	1,101,019	39,410	3.71%	NO		
3 Total Other Receipts	1,590,398	1,104,847	-485,551	30.53%	YES		<p>Golf Course: Golf income increased from £566,602 in 2023 - 2024 to £849,091 in 2024 - 2025; £28,489 increase. Largely due to £23,900 equipment sale, £54,861 rise in memberships/green fees, £3,500 from additional buggy hire. Balance from minor net variances</p> <p>The View – Restaurant: Income decreased from £568,773 in 2023 - 2024 to £41,422 in 2024 - 2025; a reduction of £527,351. This is due to the restaurant being leased to an external operator from March 2024. The Council now receives rental and business rates contributions only, with no trading income.</p> <p>Community Services: Income increased by £17,720 (5.97%)</p> <p>Finance & General Purposes Committee: Interest income reduced from £105,647 in 2023 - 2024 to £91,459 in 2024 - 2025; a reduction of £14,188.</p> <p>A VAT partial exemption reclaim of £38,866 was received in 2023 - 2024, with no equivalent in 2024 - 2025; a reduction of £38,866.</p> <p>£3,280 received in 2023 - 2024 for a one-off community event; a reduction of £3,280</p> <p>Remaining net variances result in a reduction of £2,073.</p> <p>See Other Receipts Box 3 Tab</p>
4 Staff Costs	1,022,372	819,596	-202,774	19.83%	YES		<p>Admin: Staff costs increased by £67,314 (12.42%)</p> <p>Golf Course: Staff costs increased from £172,950 in 2023 - 2024 to £210,103 in 2024 - 2025 following a staffing review, regrading of roles, and the addition of a new team member; an increase of £37,153</p> <p>The View – Restaurant: Staff costs reduced by £307,241 as the Town Council ceased operating the restaurant from March 2024. It is now leased to an external company, which employs its own staff.</p> <p>See Staff Cost Box 4</p>
5 Loan Interest/Capital Repayment	119,979	123,729	3,750	3.13%	NO		
6 All Other Payments	1,567,721	1,242,024	-325,697	20.78%	YES		<p>Golf Course: £45,691 increase mainly due to £21,215 golf equipment purchase and £29,594 for two new finance leases; remaining net variances result in a £5,118 reduction.</p> <p>The View: £318,232 reduction in payments mainly due to The View no longer being operated by the Council (£348,545 in 2023 - 2024).</p> <p>Capital Costs Golf and the View: £1,059 reduction in 2024 - 2025 - initial survey costs incurred 2023 - 2024</p> <p>Community Services: Reduced by £53,731 (7.44%)</p> <p>Finance & General Purposes Committee: Increased by £1,635 (0.69%)</p> <p>See Payments Box 6 Tab</p>
7 Balances Carried Forward	1,684,721	1,705,236				VARIANCE EXPLANATION NOT REQUIRED	
8 Total Cash and Short Term Investments	1,694,421	1,819,319				VARIANCE EXPLANATION NOT REQUIRED	
9 Total Fixed Assets plus Other Long Term Investments and	10,790,047	11,074,571	284,524	2.64%	YES		<p>2023 - 2024: RESTATED Figure - Greenkeepers Shed Contents - £5,995.</p> <p>2024 - 2025: Additions: Martello Kiosk & Toilets £407,678; Martello Changing Places £69,000; Golf Machinery & Equipment £21,215</p> <p>Disposals: Martello Toilets £184,370; Golf Machinery & Equipment £34,995</p>
10 Total Borrowings			0	0.00%	NO		

Rounding errors of up to £2 are tolerable

Variances of £200 or less are tolerable

Seaford Town Council 2024/2025 Current Year

Supporting Reserves Reconciliation for ANNUAL RETURN 31 March 2025

Explains the difference between boxes 7 & 8 on the Annual Return

<u>Code</u>	<u>Description</u>	<u>Last Year £</u>	<u>This Year £</u>
	Total Reserves	<u>1,684,720.76</u>	<u>1,705,235.93</u>
101	Debtors	59,402.74	58,833.02
102	Sundry Debtors	18,959.98	9,817.76
105	VAT	54,209.34	23,801.04
110	Prepayments	60,032.42	40,168.37
	Less Total Debtors	<u>192,604.48</u>	<u>132,620.19</u>
501	Creditors	67,662.22	46,636.32
505	TVSL - Initial Rent Deposit	0.00	11,250.00
506	Hurdis House-Deposit Received	2,000.00	2,000.00
508	Plastic Free Seaford	309.21	482.13
510	Accruals	32,378.16	19,199.50
517	Superannuation Control	218.37	0.00
525	Receipts in Advance	97,440.43	166,938.35
545	The View Function Deposits	200.19	0.00
546	Swipe Card Top Ups	1,219.85	0.00
550	Mayor's Charity 1	227.81	0.00
551	Mayor's Charity 2	0.00	197.33
553	Young Mayor's Charity 2	648.40	0.00
	Plus Total Creditors	<u>202,304.64</u>	<u>246,703.63</u>
	Equals Total Cash and Bank Accounts	<u>1,694,420.92</u>	<u>1,819,319.37</u>
201	Current/Deposit Account	74,092.40	135,606.48
203	The View Petty Cash	139.22	0.00
210	TVSL Deposit Account	0.00	13,500.00
220	Petty Cash	119.30	142.89
221	CCLA-Public Sector Deposit	1,620,000.00	1,670,000.00
225	Golf Proshop Float	70.00	70.00
	Total Cash and Bank Accounts	<u>1,694,420.92</u>	<u>1,819,319.37</u>

Explanation to Items 'Not Covered' on the AIAR page of the AGAR.

K. Seaford Town Council has not certified itself as exempt from a limited assurance review in 2023/24.

O. Seaford Town Council is not responsible for any Trust Funds.

22/05/2025

Seaford Town Council 2024/2025 2024-2025

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Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

Community Services

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
105	<u>Salts Recreation Ground</u>							
1025	Income Sponsorship	230	230	0			100.0%	230
1050	Income Rent	2,339	2,180	(159)			107.3%	
1051	Income Insurance Recharge	1,933	1,854	(79)			104.2%	
1057	Income Electricity Recharge	6,211	8,610	2,399			72.1%	
1058	Income Water Recharge	4,426	4,988	562			88.7%	
1066	Income Concession	25,000	24,000	(1,000)			104.2%	
1073	Sports Pitch Hire & Green Fees	5,696	5,000	(696)			113.9%	
1095	Income Tennis Annual Pass	3,685	3,025	(660)			121.8%	
1096	Income Tennis Pay & Play	3,589	3,500	(89)			102.5%	
	Salts Recreation Ground :- Income	53,109	53,387	278			99.5%	230
4018	Water Refill Maint	279	0	(279)		(279)	0.0%	279
4052	Water & Sewerage	11,095	12,600	1,505		1,505	88.1%	
4053	Tennis Electric	394	404	10		10	97.5%	
4054	Salts Cafe Electric	6,210	8,434	2,224		2,224	73.6%	
4055	Electricity	642	674	32		32	95.3%	
4095	Tennis Court Expenditure	1,487	7,282	5,795		5,795	20.4%	
4096	LTA Loan	3,750	1,875	(1,875)		(1,875)	200.0%	
4100	Telecommunications	366	355	(11)		(11)	103.0%	
4115	Insurance	3,773	3,735	(38)		(38)	101.0%	
4155	Professional Fees	0	1,000	1,000		1,000	0.0%	
4201	Cleaning & Hygiene	10,601	16,725	6,124		6,124	63.4%	
4250	Memorial Bench	0	500	500		500	0.0%	
4251	Dog Bin Emptying	1,339	2,611	1,272		1,272	51.3%	
4252	Additional Litter Pick	0	1,000	1,000		1,000	0.0%	
4260	Grounds Maintenance Contract	70,958	74,500	3,542		3,542	95.2%	
4261	General Maintenance	4,643	6,100	1,457		1,457	76.1%	
4275	Building Maintenance	4,052	5,000	948		948	81.0%	
4276	CCTV	899	850	(49)		(49)	105.8%	
4283	Playground	1,080	20,000	18,920		18,920	5.4%	
	Salts Recreation Ground :- Indirect Expenditure	121,567	163,645	42,078	0	42,078	74.3%	279
	Net Income over Expenditure	(68,459)	(110,258)	(41,799)				
6000	plus Transfer from EMR	279	0	(279)				
6001	less Transfer to EMR	230	0	(230)				
	Movement to/(from) Gen Reserve	(68,410)	(110,258)	(41,848)				

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Detailed Income & Expenditure by Budget Heading 31/03/2025

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	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
106 Crouch Recreation Ground							
1050 Income Rent	2,550	2,550	0			100.0%	
1051 Income Insurance Recharge	724	668	(56)			108.4%	
1058 Income Water Recharge	1,143	600	(543)			190.6%	
1073 Sports Pitch Hire & Green Fees	12,507	10,500	(2,007)			119.1%	
Crouch Recreation Ground :- Income	16,925	14,318	(2,607)			118.2%	0
4052 Water & Sewerage	3,757	3,000	(757)		(757)	125.2%	
4115 Insurance	1,015	931	(84)		(84)	109.0%	
4155 Professional Fees	0	1,000	1,000		1,000	0.0%	
4250 Memorial Bench	0	500	500		500	0.0%	
4251 Dog Bin Emptying	1,105	1,778	673		673	62.1%	
4260 Grounds Maintenance Contract	28,103	28,400	297		297	99.0%	
4261 General Maintenance	6,984	5,000	(1,984)		(1,984)	139.7%	6,050
4275 Building Maintenance	0	4,000	4,000		4,000	0.0%	
4283 Playground	150	5,000	4,850		4,850	3.0%	
Crouch Recreation Ground :- Indirect Expenditure	41,115	49,609	8,494	0	8,494	82.9%	6,050
Net Income over Expenditure	(24,190)	(35,291)	(11,101)				
6000 plus Transfer from EMR	6,050	0	(6,050)				
Movement to/(from) Gen Reserve	(18,140)	(35,291)	(17,151)				
107 Martello Fields							
1050 Income Rent	5,243	5,000	(243)			104.9%	
Martello Fields :- Income	5,243	5,000	(243)			104.9%	0
4018 Water Refill Maint	258	0	(258)		(258)	0.0%	258
4115 Insurance	6	0	(6)		(6)	0.0%	
4251 Dog Bin Emptying	884	1,425	541		541	62.0%	
4260 Grounds Maintenance Contract	15,340	14,317	(1,023)		(1,023)	107.1%	
4261 General Maintenance	348	2,000	1,652		1,652	17.4%	
Martello Fields :- Indirect Expenditure	16,836	17,742	906	0	906	94.9%	258
Net Income over Expenditure	(11,592)	(12,742)	(1,150)				
6000 plus Transfer from EMR	258	0	(258)				
Movement to/(from) Gen Reserve	(11,335)	(12,742)	(1,407)				
108 Other Open Spaces							
1050 Income Rent	90	90	0			100.0%	
1092 Income Grnds Maint Non Contrat	8,454	0	(8,454)			0.0%	
Other Open Spaces :- Income	8,544	90	(8,454)			9493.3%	0

Detailed Income & Expenditure by Budget Heading 31/03/2025

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4018 Water Refill Maint	73	0	(73)		(73)	0.0%	73
4052 Water & Sewerage	326	200	(126)		(126)	162.9%	
4115 Insurance	51	50	(1)		(1)	102.0%	
4154 Land Registry Fees	0	60	60		60	0.0%	
4155 Professional Fees	0	1,000	1,000		1,000	0.0%	
4250 Memorial Bench	0	500	500		500	0.0%	
4251 Dog Bin Emptying	1,716	2,844	1,128		1,128	60.3%	
4260 Grounds Maintenance Contract	44,590	45,248	658		658	98.5%	
4261 General Maintenance	10,658	7,200	(3,458)		(3,458)	148.0%	
4275 Building Maintenance	0	1,000	1,000		1,000	0.0%	
Other Open Spaces :- Indirect Expenditure	57,414	58,102	688	0	688	98.8%	73
Net Income over Expenditure	(48,870)	(58,012)	(9,142)				
6000 plus Transfer from EMR	73	0	(73)				
Movement to/(from) Gen Reserve	(48,797)	(58,012)	(9,215)				
<u>113 Crypt</u>							
1057 Income Electricity Recharge	1,366	0	(1,366)			0.0%	
1058 Income Water Recharge	250	0	(250)			0.0%	
1063 Income Gas Recharged	1,295	0	(1,295)			0.0%	
Crypt :- Income	2,910	0	(2,910)				0
4052 Water & Sewerage	250	0	(250)		(250)	0.0%	
4055 Electricity	1,366	0	(1,366)		(1,366)	0.0%	
4056 Gas	1,006	0	(1,006)		(1,006)	0.0%	
4115 Insurance	304	305	1		1	99.6%	
4275 Building Maintenance	201	3,000	2,799		2,799	6.7%	
4279 Fire & Security	137	75	(62)		(62)	182.0%	
Crypt :- Indirect Expenditure	3,263	3,380	117	0	117	96.5%	0
Net Income over Expenditure	(353)	(3,380)	(3,027)				
<u>114 South Street</u>							
4201 Cleaning & Hygiene	11,991	15,165	3,174		3,174	79.1%	
4275 Building Maintenance	236	2,000	1,764		1,764	11.8%	
South Street :- Indirect Expenditure	12,226	17,165	4,939	0	4,939	71.2%	0
Net Expenditure	(12,226)	(17,165)	(4,939)				

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115 Martello Tower							
4115 Insurance	3,419	3,420	1		1	100.0%	
4275 Building Maintenance	2,325	15,000	12,675		12,675	15.5%	
Martello Tower :- Indirect Expenditure	5,744	18,420	12,676	0	12,676	31.2%	0
Net Expenditure	(5,744)	(18,420)	(12,676)				
116 Seaford Head Estate							
1011 Income Filming	19,850	20,000	150			99.3%	
1021 Income South Hill Barn	347	1,000	653			34.7%	
1050 Income Rent	10,000	10,000	0			100.0%	
1053 Income Grants	2,707	3,250	543			83.3%	
1066 Income Concession	3,560	3,480	(80)			102.3%	
1200 Income Nature Reserve	692	0	(692)			0.0%	
Seaford Head Estate :- Income	37,155	37,730	575			98.5%	0
4115 Insurance	539	480	(59)		(59)	112.3%	
4155 Professional Fees	11,707	11,000	(707)		(707)	106.4%	
4156 Bank Charges	0	16	16		16	0.0%	
4250 Memorial Bench	0	500	500		500	0.0%	
4251 Dog Bin Emptying	988	1,425	437		437	69.3%	
4260 Grounds Maintenance Contract	1,249	1,344	95		95	92.9%	
4261 General Maintenance	1,233	3,000	1,767		1,767	41.1%	
4275 Building Maintenance	750	4,000	3,250		3,250	18.8%	
4279 Fire & Security	322	0	(322)		(322)	0.0%	
4500 Nature Reserve Expenses	21,981	21,450	(531)		(531)	102.5%	
4501 Filming Expenses	3,950	4,000	50		50	98.8%	
Seaford Head Estate :- Indirect Expenditure	42,719	47,215	4,496	0	4,496	90.5%	0
Net Income over Expenditure	(5,564)	(9,485)	(3,921)				
117 Seafront							
1011 Income Filming	2,500	200	(2,300)			1250.0%	
1025 Income Sponsorship	460	460	0			100.0%	460
1057 Income Electricity Recharge	3,682	12,600	8,918			29.2%	
1058 Income Water Recharge	204	150	(54)			136.0%	
1066 Income Concession	54,645	64,540	9,895			84.7%	
1084 Income Promenade	453	0	(453)			0.0%	
Seafront :- Income	61,943	77,950	16,007			79.5%	460
4018 Water Refill Maint	235	0	(235)		(235)	0.0%	235
4022 Telescope Expenditure	45	200	155		155	22.5%	

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	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4052 Water & Sewerage	204	150	(54)		(54)	136.0%	
4055 Electricity	5,275	12,600	7,325		7,325	41.9%	
4115 Insurance	1,248	975	(273)		(273)	128.0%	
4201 Cleaning & Hygiene	11,848	18,200	6,352		6,352	65.1%	
4250 Memorial Bench	0	500	500		500	0.0%	
4253 Shelters	2,539	2,400	(139)		(139)	105.8%	
4261 General Maintenance	1,828	10,000	8,172		8,172	18.3%	
4270 Vehicles & Equipment Maint	0	150	150		150	0.0%	
4275 Building Maintenance	701	1,000	299		299	70.1%	
4501 Filming Expenses	500	40	(460)		(460)	1250.0%	
Seafront :- Indirect Expenditure	24,422	46,215	21,793	0	21,793	52.8%	235
Net Income over Expenditure	37,521	31,735	(5,786)				
6000 plus Transfer from EMR	235	0	(235)				
6001 less Transfer to EMR	460	0	(460)				
Movement to/(from) Gen Reserve	37,296	31,735	(5,561)				
<u>118 Beach Huts</u>							
1054 Income Other	1,383	0	(1,383)			0.0%	
1057 Income Electricity Recharge	150	50	(100)			300.0%	
1060 Beach Huts Site Licence	28,411	28,411	0			100.0%	
1061 Beach Hut Annual Rent	12,837	12,837	0			100.0%	
1066 Income Concession	0	4,900	4,900			0.0%	
1094 Income Seasonal Beach Huts	10,720	14,550	3,830			73.7%	
Beach Huts :- Income	53,501	60,748	7,247			88.1%	0
4051 Rates	4,899	4,677	(222)		(222)	104.7%	
4052 Water & Sewerage	571	100	(471)		(471)	571.1%	
4055 Electricity	928	300	(628)		(628)	309.3%	
4115 Insurance	588	600	12		12	98.0%	
4258 Seasonal Beach Hut Revenue Exp	10,025	15,225	5,200		5,200	65.8%	
4275 Building Maintenance	2,204	5,000	2,796		2,796	44.1%	
4502 Toilet Hire	1,248	0	(1,248)		(1,248)	0.0%	
Beach Huts :- Indirect Expenditure	20,463	25,902	5,439	0	5,439	79.0%	0
Net Income over Expenditure	33,038	34,846	1,808				
<u>119 Old Town Hall</u>							
1050 Income Rent	0	1,600	1,600			0.0%	
1051 Income Insurance Recharge	0	193	193			0.0%	
1066 Income Concession	1,998	0	(1,998)			0.0%	
Old Town Hall :- Income	1,998	1,793	(205)			111.4%	0

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	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4055 Electricity	49	0	(49)		(49)	0.0%	
4115 Insurance	198	193	(5)		(5)	102.6%	
4275 Building Maintenance	1,292	1,300	8		8	99.4%	
Old Town Hall :- Indirect Expenditure	1,539	1,493	(46)	0	(46)	103.1%	0
Net Income over Expenditure	459	300	(159)				
<u>121 Seaford in Bloom</u>							
1025 Income Sponsorship	500	500	0			100.0%	
Seaford in Bloom :- Income	500	500	0			100.0%	0
4402 Seaford in Bloom	6,081	6,000	(81)		(81)	101.3%	
Seaford in Bloom :- Indirect Expenditure	6,081	6,000	(81)	0	(81)	101.3%	0
Net Income over Expenditure	(5,581)	(5,500)	81				
<u>125 Allotments</u>							
1050 Income Rent	1,311	1,338	27			98.0%	
Allotments :- Income	1,311	1,338	27			98.0%	0
4261 General Maintenance	0	500	500		500	0.0%	
Allotments :- Indirect Expenditure	0	500	500	0	500	0.0%	0
Net Income over Expenditure	1,311	838	(473)				
<u>130 Other Recreation</u>							
4410 Swimming Pool	3,782	10,000	6,218		6,218	37.8%	
Other Recreation :- Indirect Expenditure	3,782	10,000	6,218	0	6,218	37.8%	0
Net Expenditure	(3,782)	(10,000)	(6,218)				
<u>134 CCTV</u>							
1053 Income Grants	1,361	0	(1,361)			0.0%	
CCTV :- Income	1,361	0	(1,361)				0
4055 Electricity	4,469	3,465	(1,004)		(1,004)	129.0%	
4115 Insurance	158	428	270		270	37.0%	
4276 CCTV	2,723	9,000	6,277		6,277	30.3%	
CCTV :- Indirect Expenditure	7,350	12,893	5,543	0	5,543	57.0%	0
Net Income over Expenditure	(5,988)	(12,893)	(6,905)				

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135 Community Service Events							
1025 Income Sponsorship	0	1,000	1,000			0.0%	
1083 Income Street Market	457	465	8			98.3%	
Community Service Events :- Income	457	1,465	1,008			31.2%	0
4080 D-Day 80	2,691	10,000	7,309		7,309	26.9%	
4115 Insurance	64	65	1		1	98.8%	
4195 Events Expenditure	1,765	1,180	(585)		(585)	149.6%	
4273 Christmas Lights	8,629	10,000	1,372		1,372	86.3%	
4281 Christmas Event Expenses	8,338	6,000	(2,338)		(2,338)	139.0%	
Community Service Events :- Indirect Expenditure	21,487	27,245	5,758	0	5,758	78.9%	0
Net Income over Expenditure	(21,030)	(25,780)	(4,750)				
225 Projects Pool							
1014 CIL & S106 Receipts	29,359	0	(29,359)			0.0%	29,359
1053 Income Grants	40,000	0	(40,000)			0.0%	40,000
Projects Pool :- Income	69,359	0	(69,359)				69,359
4095 Tennis Court Expenditure	(3,810)	0	3,810		3,810	0.0%	
4155 Professional Fees	0	5,000	5,000		5,000	0.0%	
4259 Bönningstedt Wall	1,440	0	(1,440)		(1,440)	0.0%	
4274 Projects Expenditure	26,244	16,500	(9,744)		(9,744)	159.1%	9,744
4421 Martello Toilets Capital Costs	261,862	0	(261,862)		(261,862)	0.0%	252,387
Projects Pool :- Indirect Expenditure	285,736	21,500	(264,236)	0	(264,236)	1329.0%	262,132
Net Income over Expenditure	(216,377)	(21,500)	194,877				
6000 plus Transfer from EMR	262,132	0	(262,132)				
6001 less Transfer to EMR	69,359	0	(69,359)				
Movement to/(from) Gen Reserve	(23,604)	(21,500)	2,104				
301 Planning & Highways							
4263 Bus Shelter Maintenance/Clean	360	1,000	640		640	36.0%	
Planning & Highways :- Indirect Expenditure	360	1,000	640	0	640	36.0%	0
Net Expenditure	(360)	(1,000)	(640)				
Community Services :- Income	314,317	254,319	(59,998)			123.6%	
Expenditure	672,102	528,026	(144,076)	0	(144,076)	127.3%	
Net Income over Expenditure	(357,786)	(273,707)	84,079				
plus Transfer from EMR	269,026	0	(269,026)				
less Transfer to EMR	70,049	0	(70,049)				
Movement to/(from) Gen Reserve	(158,809)	(273,707)	(114,898)				

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Finance & General Purposes							
201 Administration							
1023 Income Professional Fee Refund	111	0	(111)			0.0%	
1062 Income Telephone Recharge	881	550	(331)			160.2%	
1176 Precept	1,101,019	1,101,019	0			100.0%	
1190 Interest Received	91,459	20,000	(71,459)			457.3%	
Administration :- Income	1,193,470	1,121,569	(71,901)			106.4%	0
4000 Salaries & Wages	496,128	493,916	(2,212)		(2,212)	100.4%	
4001 Employers NI	41,551	45,741	4,190		4,190	90.8%	
4002 Employers Superannuation	71,815	85,681	13,866		13,866	83.8%	
4003 Sub-contracted Staff	26,659	5,000	(21,659)		(21,659)	533.2%	
4009 Recruitment Costs	4,932	500	(4,432)		(4,432)	986.4%	
4010 Staff Training	2,733	4,000	1,267		1,267	68.3%	
4012 Staff Expenses	799	800	1		1	99.9%	
4015 Office Refreshments	137	100	(37)		(37)	136.7%	
4100 Telecommunications	5,166	3,300	(1,866)		(1,866)	156.5%	
4105 Postage	137	250	113		113	54.7%	
4106 Stationery	847	1,300	453		453	65.2%	
4107 Photocopier	1,052	1,890	838		838	55.7%	
4108 Recycling & Shredding	250	400	150		150	62.5%	
4110 Advertising & Publicity	730	2,000	1,270		1,270	36.5%	
4112 Subscriptions	5,330	5,755	425		425	92.6%	
4113 Software Support	11,187	12,700	1,513		1,513	88.1%	
4114 Licence Fee	55	60	5		5	91.7%	
4115 Insurance	1,932	1,820	(112)		(112)	106.2%	
4116 Web Site	981	1,200	220		220	81.7%	
4118 IT Hardware	4,274	4,335	61		61	98.6%	
4154 Land Registry Fees	52	100	48		48	52.0%	
4155 Professional Fees	42,192	7,300	(34,892)		(34,892)	578.0%	20,562
4156 Bank Charges	1,160	1,800	640		640	64.4%	
4157 Audit Fees	5,341	3,111	(2,230)		(2,230)	171.7%	
4199 Other Expenditure	0	200	200		200	0.0%	
4272 Furniture & Equipment	1,409	2,000	591		591	70.5%	
Administration :- Indirect Expenditure	726,850	685,259	(41,591)	0	(41,591)	106.1%	20,562
Net Income over Expenditure	466,620	436,310	(30,310)				
6000 plus Transfer from EMR	20,562	0	(20,562)				
Movement to/(from) Gen Reserve	487,182	436,310	(50,872)				

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205 Premises - Church Street							
1050 Income Rent	7,567	9,000	1,433			84.1%	
Premises - Church Street :- Income	7,567	9,000	1,433			84.1%	0
4050 Rent payable	32,855	21,000	(11,855)		(11,855)	156.5%	
4051 Rates	8,340	8,715	375		375	95.7%	
4059 Church Street Service Charges	19,917	17,000	(2,917)		(2,917)	117.2%	
4115 Insurance	4	0	(4)		(4)	0.0%	
4270 Vehicles & Equipment Maint	419	464	45		45	90.2%	
4275 Building Maintenance	1,090	1,625	535		535	67.1%	
4276 CCTV	110	300	190		190	36.7%	
Premises - Church Street :- Indirect Expenditure	62,735	49,104	(13,631)	0	(13,631)	127.8%	0
Net Income over Expenditure	(55,168)	(40,104)	15,064				
206 Premises - Hurdis House							
1050 Income Rent	0	28,718	28,718			0.0%	
1051 Income Insurance Recharge	0	455	455			0.0%	
Premises - Hurdis House :- Income	0	29,173	29,173			0.0%	0
4115 Insurance	468	455	(13)		(13)	102.9%	
4155 Professional Fees	8,794	5,000	(3,794)		(3,794)	175.9%	
4275 Building Maintenance	10,439	1,000	(9,439)		(9,439)	1043.9%	
4301 Public Works Loan Payment	15,002	15,005	3		3	100.0%	
Premises - Hurdis House :- Indirect Expenditure	34,703	21,460	(13,243)	0	(13,243)	161.7%	0
Net Income over Expenditure	(34,703)	7,713	42,416				
210 Civic Expenses							
4013 Members Expenses	0	125	125		125	0.0%	
4014 Member Training	90	2,000	1,910		1,910	4.5%	
4106 Stationery	0	100	100		100	0.0%	
4113 Software Support	2,531	2,600	69		69	97.3%	
4115 Insurance	61	62	1		1	97.9%	
4180 Room Hire	2,793	600	(2,193)		(2,193)	465.4%	
4181 Civic - Mayors Allowance	1,398	1,500	102		102	93.2%	
4182 Catering & Hospitality	151	200	49		49	75.3%	
4183 Civic - Awards	88	200	112		112	44.2%	
4184 Civic - other	1,067	1,000	(67)		(67)	106.7%	
4188 Town Crier Expenses	40	200	160		160	20.0%	
4189 Young Mayor	48	250	202		202	19.3%	
4190 Election Costs	0	10,000	10,000		10,000	0.0%	
Civic Expenses :- Indirect Expenditure	8,266	18,837	10,571	0	10,571	43.9%	0
Net Expenditure	(8,266)	(18,837)	(10,571)				

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>215 Grants</u>							
4401 Grants	26,718	30,000	3,282		3,282	89.1%	
4406 Service Funding Agreements	5,000	5,000	0		0	100.0%	
Grants :- Indirect Expenditure	31,718	35,000	3,282	0	3,282	90.6%	0
Net Expenditure	(31,718)	(35,000)	(3,282)				
Finance & General Purposes :- Income	1,201,037	1,159,742	(41,295)			103.6%	
Expenditure	864,273	809,660	(54,613)	0	(54,613)	106.7%	
Net Income over Expenditure	336,764	350,082	13,318				
plus Transfer from EMR	20,562	0	(20,562)				
Movement to/(from) Gen Reserve	357,326	350,082	(7,244)				
<u>Golf Course and The View</u>							
<u>101 Golf Course</u>							
1000 Golf Course Season Ticket	197,450	200,841	3,391			98.3%	
1001 Golf Course Green Fees M-F	178,573	140,000	(38,573)			127.6%	
1002 Golf Course Green Fees w/eb/h	136,565	116,500	(20,065)			117.2%	
1003 Golf Course Societies	82,903	75,000	(7,903)			110.5%	
1004 Golf Course Locker	1,151	2,250	1,099			51.2%	
1007 Golf Course Air Traffic	7,500	7,500	0			100.0%	
1019 Rechargeable Income	185	0	(185)			0.0%	
1025 Income Sponsorship	0	3,000	3,000			0.0%	
1050 Income Rent	85	85	0			100.0%	
1054 Income Other	1,021	850	(171)			120.1%	
1077 Income Sale Equipment	23,900	0	(23,900)			0.0%	23,900
1100 Income Advertising	0	2,600	2,600			0.0%	
1311 Buggy Hire	19,758	21,400	1,642			92.3%	
Golf Course :- Income	649,091	570,026	(79,065)			113.9%	23,900
4000 Salaries & Wages	161,598	165,617	4,019		4,019	97.6%	
4001 Employers NI	16,024	16,576	552		552	96.7%	
4002 Employers Superannuation	32,481	32,714	233		233	99.3%	
4009 Recruitment Costs	0	500	500		500	0.0%	
4010 Staff Training	869	2,100	1,231		1,231	41.4%	
4011 Staff Protective Clothing	2,074	2,100	26		26	98.8%	
4012 Staff Expenses	55	0	(55)		(55)	0.0%	
4019 Rechargeable Expenditure	185	0	(185)		(185)	0.0%	
4041 Golf Professional Retainer	58,887	70,280	11,393		11,393	83.8%	

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4045 Golf Course Player Costs	426	1,000	574		574	42.6%	
4046 Golf Club Membership Fees	19,875	20,016	141		141	99.3%	
4051 Rates	6,965	25,276	18,311		18,311	27.6%	
4052 Water & Sewerage	474	2,100	1,626		1,626	22.6%	
4060 Refuse	956	866	(90)		(90)	110.3%	
4100 Telecommunications	2,850	920	(1,930)		(1,930)	309.7%	
4105 Postage	0	50	50		50	0.0%	
4106 Stationery	361	300	(61)		(61)	120.3%	
4110 Advertising & Publicity	0	300	300		300	0.0%	
4112 Subscriptions	710	560	(150)		(150)	126.8%	
4113 Software Support	2,574	2,319	(255)		(255)	111.0%	
4114 Licence Fee	75	75	0		0	100.0%	
4115 Insurance	11,214	11,009	(205)		(205)	101.9%	
4116 Web Site	90	95	5		5	94.7%	
4156 Bank Charges	6,976	8,306	1,330		1,330	84.0%	
4201 Cleaning & Hygiene	635	250	(385)		(385)	254.1%	
4251 Dog Bin Emptying	988	1,514	526		526	65.3%	
4261 General Maintenance	44,505	45,000	495		495	98.9%	
4270 Vehicles & Equipment Maint	20,099	21,000	901		901	95.7%	
4271 Vehicle & Equipment Lease	64,381	62,650	(1,731)		(1,731)	102.8%	
4272 Furniture & Equipment	22,196	4,000	(18,196)		(18,196)	554.9%	16,000
4275 Building Maintenance	4,162	2,500	(1,662)		(1,662)	166.5%	
4276 CCTV	0	250	250		250	0.0%	
4279 Fire & Security	525	655	130		130	80.2%	
4308 Golf Course Overheads	20,606	20,000	(606)		(606)	103.0%	
4309 Buggy Lease & Maintenance	9,870	9,250	(620)		(620)	106.7%	
Golf Course :- Indirect Expenditure	513,686	530,148	16,462	0	16,462	96.9%	16,000
Net Income over Expenditure	135,404	39,878	(95,526)				
6000 plus Transfer from EMR	16,000	0	(16,000)				
6001 less Transfer to EMR	23,900	0	(23,900)				
Movement to/(from) Gen Reserve	127,504	39,878	(87,626)				
102 Capital Costs-Golf & The View							
4155 Professional Fees	0	20,000	20,000		20,000	0.0%	
4301 Public Works Loan Payment	104,977	105,000	23		23	100.0%	
Capital Costs-Golf & The View :- Indirect Expenditure	104,977	125,000	20,023	0	20,023	84.0%	0
Net Expenditure	(104,977)	(125,000)	(20,023)				

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
103 The View							
1050 Income Rent	40,205	45,000	4,795			89.3%	
1093 Income Rates	2,317	0	(2,317)			0.0%	
1307 Income Bar Sales	(1,100)	0	1,100			0.0%	
The View :- Income	41,422	45,000	3,578			92.0%	0
4051 Rates	2,317	0	(2,317)		(2,317)	0.0%	
4052 Water & Sewerage	(150)	0	150		150	0.0%	
4055 Electricity	(115)	0	115		115	0.0%	
4056 Gas	2	0	(2)		(2)	0.0%	
4107 Photocopier	(38)	0	38		38	0.0%	
4115 Insurance	2,958	3,355	397		397	88.2%	
4116 Web Site	60	0	(60)		(60)	0.0%	
4155 Professional Fees	6,041	2,000	(4,041)		(4,041)	302.0%	
4202 Linen Cleaning	121	0	(121)		(121)	0.0%	
4270 Vehicles & Equipment Maint	751	5,000	4,250		4,250	15.0%	
4275 Building Maintenance	15,711	11,000	(4,711)		(4,711)	142.8%	500
4276 CCTV	133	0	(133)		(133)	0.0%	
4279 Fire & Security	746	0	(746)		(746)	0.0%	
4316 The View Transition Costs	1,776	10,000	8,224		8,224	17.8%	
The View :- Indirect Expenditure	30,313	31,355	1,042	0	1,042	96.7%	500
Net Income over Expenditure	11,109	13,645	2,536				
6000 plus Transfer from EMR	500	0	(500)				
Movement to/(from) Gen Reserve	11,609	13,645	2,036				
Golf Course and The View :- Income	690,513	615,026	(75,487)			112.3%	
Expenditure	648,976	686,503	37,527	0	37,527	94.5%	
Net Income over Expenditure	41,537	(71,477)	(113,014)				
plus Transfer from EMR	16,500	0	(16,500)				
less Transfer to EMR	23,900	0	(23,900)				
Movement to/(from) Gen Reserve	34,137	(71,477)	(105,614)				
Grand Totals:- Income	2,205,866	2,029,087	(176,779)			108.7%	
Expenditure	2,185,351	2,024,189	(161,162)	0	(161,162)	108.0%	
Net Income over Expenditure	20,515	4,898	(15,617)				
plus Transfer from EMR	306,087	0	(306,087)				
less Transfer to EMR	93,949	0	(93,949)				
Movement to/(from) Gen Reserve	232,654	4,898	(227,756)				

Seaford Town CouncilEarmarked Reserves 2024-2025

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund expenditure	Closing Balance	Notes	Committee
320	Elections	£24,646	£10,000			£34,646	Funds built up each year to spread the cost of local elections which take place every four years.	F&GP
321	Building Maintenance	£40,000	£26,000			£66,000	Contingency to meet unexpected liability on all buildings <u>2024 - 2025</u> Store Hut Roof Works - £25,000. Use of this EMR was not required - spent from Projects account code and Projects EMR Year End - £26,000 transferred from account code underspends across all cost centres. £12,000 of this is allocated specifically for ceiling works at Martello Tower as agreed with the 2025 - 2026 budget setting.	Shared
326	Grounds Maintenance	£25,000			£6,050	£18,950	Contingency to meet unexpected liability on all grounds and open spaces <u>2024 - 2025</u> <u>Grass Cutting</u> £10,000 (if required) <u>Flint Wall to Crouch Community Gardens</u> £6,050 (spent) <u>Cycle Racks</u> £500	Shared
329	Discretionary Grants	£0	£3,282			£3,282	<u>2024 - 2025</u> Unspent discretionary grant funds agreed to be allocated to a new EMR to help with future budgets.	F&GP
334	Seaford Head/ South Hill Barn	£51,477				£51,477	South Hill Barn Works / Hope Gap Steps	CS

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund expenditure	Closing Balance	Notes	Committee
335	Recruitment Costs	£5,000				£5,000	To fund unknown recruitment costs	F&GP
336	Seaford Head Swimming Pool	£10,000		£10,000		£0	The opening balance was amount was entered in to the wrong EMR at the 2023 - 2024 year end. £10,000 should have been allocated to the Projects EMR for the Finger Post Signage as per the 2024 - 2025 budget. This has now been rectified within the 2024 - 2025 financial year.	CS
340	Vehicles & Equipment	£25,000				£25,000	Contingency to meet unexpected liability for vehicles & equipment. Reserve built up to fund replacements	Shared
* 342	*Trees for Seaford *	£5,981				£5,981	Income received through Trees for Seaford from resident donations and grants applied for by the group. STC is holding these funds on behalf of Trees for Seaford and cannot be spent elsewhere.	CS
344	Projects Reserve	£20,482	£10,000		£9,744	£20,738	2024 - 2025 Finger Post signs - (postponed) Greenkeeper's Roof - £9,744.25 balance of invoice that was outside of budget.	CS
345	Memorial Bench Maintenance	£3,681				£3,681	Contingency to meet maintenance needs of Memorial Benches	CS
* 349	Golf Machinery - Capital	£0	£23,900		£16,000	£7,900	(Restricted to Capital Purchases) 2024 - 2025 Sale of machinery totalling £23,900 Purchase of machinery totalling £16,000	Golf
353	Professional Fees	£20,562			£20,562	£0	Contingency to meet unknown liabilities 2024 - 2025 Covered the overspend within the Admin cost centre	Shared
355	Civic Expenses	£7,685				£7,685	From Civic underspends Contingency for unknown liabilities e.g. for Mayor's chain/ Freedom of the Town	F&GP

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund expenditure	Closing Balance	Notes	Committee
356	Playgrounds	£31,319	£20,000			£51,319	Maintenance of playground and equipment 2024 - 2025 Year End - £20,000 added following underspends in the budget.	CS
357	Seafront Maintenance	£10,000				£10,000	Seafront maintenance	CS
358	Community Projects	£1,470				£1,470	Beach Access Platform - to be used for maintenance & repairs.	CS
* 361	* CIL Receipts *	£450,731	£69,359		£252,387	£267,703	Income received from Community Infrastructure Levy (CIL) funds received - Restricted use - to be discussed at Full Council 2024 - 2025 Martello Toilets - £252,387 (including grant) spent Income: £29,359 from Neighbourhood CIL £40,000 Changing Places Grant from Lewes District Council	Shared
362	Seafront Projects	£9,770				£9,770	Sum earmarked from profits made on sale of memorials at the Martello Entertainment area. <i>Note: following Council resolution, this EMR will be fully utilised in 2025 - 2026 for the Memorial Plaque refunds</i>	CS
367	Water Refill Stations	£3,796	£690		£844	£3,642	Sponsorship income earmarked to use for maintenance	CS
368	Tennis Courts	£20,331	£5,400			£25,731	Contingency of £5,400 to be budgeted annually as per terms of the LTA loan	CS
369	VAT PE Calculation	£58,366				£58,366	Sum received after partial exemption calculations	Shared
370	Training	£3,000				£3,000	Surplus budget for future liability	Shared

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund expenditure	Closing Balance	Notes	Committee
371	Mayors Allowance	£273	£102	£273		£102	As the financial year ends before the conclusion of the mayoral term, any remainder/surplus from the Mayor's Budget is transferred into this EMR. This ensures the outgoing mayor can access their remaining budget without impacting the budget allocated for a new mayor elected in the new financial year. 2023 - 2024 surplus was not required and returned to the General Reserves. 2024 - 2025 surplus of £101.66 transferred to this EMR.	F&GP
372	Utilities	£5,000				£5,000	For future liabilities due to uncertain electricity and gas costs	Shared
373	The View Transfer	£6,250			£500	£5,750	Towards unforeseen liabilities that may arise from the first couple of years of the lease 2024 - 2025 Carpet Cleaning - part of the lease transfer - £500	The View
374	17th Green Relocation	£0	£20,000		£0	£20,000	2024 - 2025 As agreed by Council, £20,000 underspend from 2024 - 2025 professional fees budgeted for these works have been transferred to the EMR to utilise in 2025 - 2026.	Golf
375	Bonningstedt Wall	£0	£50,000		£0	£50,000	2024 - 2025 As agreed by Council, £50,000 was to be used from GR's in 2024 - 2025. As this work was unable to start until 2025 - 2026, the amount has been transferred to an EMR and which will cover the overspend within the Bonningstedt Wall expenditure code.	CS
	TOTAL EMR	£839,819	£238,732	£10,273	£306,087	£762,191		

* **RESTRICTED
USE**

General Fund	£943,045
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Figures are rounded to the nearest pound.

Total Reserves	£1,705,236
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24/04/2025

Seaford Town Council 2024/2025 Current Year

14:38

Balance Sheet as at 31/03/2025

31st March 2024		31st March 2025	
Current Assets			
59,403	Debtors	58,833	
18,960	Sundry Debtors	9,818	
54,209	VAT	23,801	
60,032	Prepayments	40,168	
74,092	Current/Deposit Account	135,606	
139	The View Petty Cash	0	
0	TVSL Deposit Account	13,500	
119	Petty Cash	143	
1,620,000	CCLA-Public Sector Deposit	1,670,000	
70	Golf Proshop Float	70	
1,887,025		1,951,940	
1,887,025	Total Assets	1,951,940	
Current Liabilities			
67,662	Creditors	46,636	
0	TVSL - Initial Rent Deposit	11,250	
2,000	Hurdis House-Deposit Received	2,000	
309	Plastic Free Seaford	482	
32,378	Accruals	19,200	
218	Superannuation Control	0	
97,440	Receipts in Advance	166,938	
200	The View Function Deposits	0	
1,220	Swipe Card Top Ups	0	
228	Mayor's Charity 1	0	
0	Mayor's Charity 2	197	
648	Young Mayor's Charity 2	0	
202,305		246,704	
1,684,721	Total Assets Less Current Liabilities	1,705,236	
Represented By			
844,901	General Fund	943,045	
24,646	EMR - Elections	34,646	
40,000	EMR - Building Maintenance	66,000	
25,000	EMR - Grounds Maint/Open space	18,950	
0	EMR - Discretionary Grants	3,282	
51,477	EMR - Seaford Head/ SH Barn	51,477	
5,000	EMR - Recruitment costs	5,000	

Balance Sheet as at 31/03/2025

31st March 2024

31st March 2025

10,000	EMR - Swimming pool	0
25,000	EMR - Vehicles & Equipment	25,000
5,981	EMR - Trees for Seaford	5,981
20,482	EMR - Projects Reserve	20,738
3,681	EMR - Memorial Bench Maint	3,681
0	EMR - Golf Machinery-Capital	7,900
20,562	EMR - Professional Fees	0
7,685	EMR - Civic Expenses	7,685
31,319	EMR - Playgrounds	51,319
10,000	EMR - Seafront Maintance	10,000
1,470	EMR - Community Projects	1,470
450,731	EMR - CIL Receipts	267,703
9,770	EMR - Seafront Projects	9,770
3,796	EMR - Water Refill Station	3,642
20,331	EMR - Tennis Courts	25,731
58,366	EMR - VAT PE Calculations	58,366
3,000	EMR - Training	3,000
273	EMR- Mayors allowance	102
5,000	EMR- Utilities	5,000
6,250	EMR - The View Transfer	5,750
0	EMR - 17th Green Relocation	20,000
0	EMR - Bonningstedt Wall	50,000

1,684,721

1,705,236

The above statement represents fairly the financial position of the authority as at 31/03/2025 and reflects its Income and Expenditure during the year.

Signed :
Chairman

Date : _____

Signed :
Responsible
Financial

Date : _____

Report No:	43/25
Agenda Item No:	16
Committee:	Full Council
Date:	26 June 2025
Title:	Annual Lease Review Update 2025 - 2026 Municipal Year
By:	Natalie Simpson, Assets and Contracts Manager
Purpose of Report:	To provide Full Council with assurance regarding the overview of leases, and to detail those currently under review during the 2025 - 2026 Municipal Year

Actions

Full Council is advised:

1. To consider the contents of the report updating Councillors on lease work in the current municipal year.
2. To move to a vote on the motion below.

Recommendations

Full Council is recommended:

1. To note the contents of this update report.

1. Introduction

- 1.1** The Town Council is acknowledged within the local council sector as having a larger than average portfolio of assets, land and properties. The current value for insurance purposes is approximately £12m.
- 1.2** This portfolio grew significantly between the years of 1999, when the Town Council was formed, and 2005, when the Town Council received its third devolution of assets from Lewes District Council.

- 1.3** Not including a significant number of benches, notice boards and other street furniture, these three phases of asset transfer saw 25 parcels of land (and the properties/structures within them) transferred to the Town Council's ownership.
- 1.4** A number of these properties and open spaces transferred with tenants in situ – whether this be via a lease or via managing the land on the Council's behalf – their original agreements with Lewes District Council transferring across with the land.
- 1.5** Some of these original leases have ceased, some have been renewed, and a number of new leases have been entered into since the Town Council took on ownership.
- 1.6** For clarity, this report does not relate to the concession licences operated by the Town Council – including fixed concession licences, such as those at The Salts Café and Martello Cafe.

2. Current Leases under Review for 2025 – 2026 Municipal Year

- 2.1** Appendix A sets out the leases that are planned to be worked on this year. These are:
 - 1. The Base
 - 2. Seaford Cricket Pavilion and Cricket Nets
 - 3. South Hill Farm
- 2.2** Each of these initiatives requires meticulous attention to detail, legal expertise, and substantial officer time to facilitate necessary revisions and rewrites of agreements, ensuring alignment with current regulations and organisational objectives.

3. Lease Review Process

- 3.1** Involvement in the Town Council's leases currently spans the entire committee structure. Finance & General Purposes is responsible for overseeing the lease systems of the Town Council, individual committees are responsible for reviewing first drafts or heads of terms of leases relating to their areas of responsibility, and Full Council is responsible for agreeing final versions of leases.
- 3.2** In addition to the specific lease work above, the lease review process is being reviewed, with the aim of formalising the systems for entering and reviewing leases, as well as the systems for carrying out valuations, rent

reviews, disposals of land, and ensuring relevant permissions are in place - all to ensure a robust, fair and transparent management process.

4. Financial Appraisal

4.1 There are no direct financial implications of this report.

5. Contact Officer

5.1 The Contact Officer for this report is Natalie Simpson, Assets & Contracts Manager.

Report 43/25 Appendix A

Seaford Town Council Leases – Reviews for 2025 - 2026

Site	Type	Lessee	Original Start	Current Start	Current End	Current Period
<i>In the process of being reviewed:</i>						
The Base, Salts Recreations Ground	Lease	Luella Rolph and Pat White on behalf of The Base Committee	2015	April-15	March-25	10 years
<ul style="list-style-type: none"> - Currently occupying under a Tenancy at Will. Full Council is being asked to approve granting a new 10-year lease at its meeting on 26th June 2025. - Lewes District Council (LDC) consent for the disposal has been verbally agreed in principle, but formal confirmation is still required. 						
Salts, Cricket Pavilion and Nets	Lease	The Trustees of the Seaford Cricket Club	Pre-STC	Apr-17	Mar-47	30 years
<ul style="list-style-type: none"> - Review following Full Council agreement to lease the Club the land that the cricket nets are erected on due to an error in the original lease plan. - Currently advertising the disposal of open space for the land the nets sit on for two consecutive weeks in the Sussex Express (13th June and 20th June publications) as required to do so under the Local Government Act 1972 Sections 127(1) and 127(2A) - LDC consent for the disposal is required following any objections that might arise from the advertising process. - If the new lease is approved, the term will be for the remainder of the original lease ie. 22 years until March 2047. 						
South Hill Farm	Lease	Rhiannon Masters	2002	Sept-19	Sept-23	6 years, 364 days
<ul style="list-style-type: none"> - Full Council is being asked to approved granting a new 6-year 364-day lease at its meeting on 26th June 2025. - LDC consent for the disposal has been verbally agreed in principle, but formal confirmation is still required. 						



Seaford Town Council

Report No:	42/25
Agenda Item No:	17
Committee:	Full Council
Date:	26 June 2025
Title:	South Hill Farm – Farm Business Tenancy
By:	Natalie Simpson, Assets & Contracts Manager
Purpose of Report:	To seek Full Council's agreement to grant a new business tenancy for South Hill Farm

Actions

Full Council is advised:

1. To consider the draft Farm Business Tenancy (Lease) presented within this report.
2. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To agree the Farm Business Tenancy subject to written consent from Lewes District Council.
2. To note that Council officers will agree the finalised Farm Objectives Plan with the tenant and BTF Partnership, with this being presented to a future meeting of the Golf, Open Spaces and Climate Action Committee for noting and commenting on.

1. Introduction

- 1.1 Report 192/23 was discussed at Full Council on 28 March 2024, attached as **Appendix A**.
- 1.2 Full Council considered the report and resolved to note the contents of the professional report assisting the review of the South Hill Farm Lease.

- 1.3 It was further resolved to note that the final lease would be brought before Full Council for approval at a later date.

2. Current Position

- 2.1 The draft Farm Business Tenancy (Lease) and plan are attached as **Appendices B and C**.
- 2.2 The land within the plan at **Appendix C** is predominantly the same as the previous tenancy. There are however some areas that have been removed from the plan, including an area of dense scrubland downhill of the Barn car park and to the west of the concrete access road.
- 2.3 To confirm, the land in question is part of the Town Council's Seaford Head Estate and is partly within the Seaford Head Local Nature Reserve. However, it is not within the provisional Seven Sisters National Nature Reserve and sits adjacent to the Seaford Head Golf Course. Officers and the tenant have liaised, and continue to liaise, with other stakeholders of the Seaford Head Estate to ensure joined up working across the larger site.
- 2.4 BTF Partnership and the Town Council's Operations & Facilities Manager are working on finalising the Farm Objectives Plan (FOP). The final FOP will be presented to the Golf, Open Spaces and Climate Action Committee for noting and commenting on at a future meeting, but due to its constantly evolving status (see the advice received at 3.5 below), will not be an adopted document.

3. Legal Advice

- 3.1 The original 1994 Tenancy Agreement was governed by the terms of the Agricultural Holdings Act 1986 and therefore ran year to year, so legally the tenancy has continued year to year under that legislation.
- 3.2 The current technical position from a legal perspective is that the Administrators of the late tenants' Estate are holding over the current tenancy.
- 3.3 The Town Council's Solicitor and Land Agent advises that the rent payable by the Tenant is fair given the constraints of operating within the National Park on the edge of quite a substantial urban area; and also the partnership with the Tenant relating to use/management of the Site of Special Scientific Interest (SSSI). See reference to SSSI in attached BTF Report in **Appendix B**.

- 3.4** On completion of the new Farm Business Tenancy, a simple surrender of the current tenancy will be completed.
- 3.5** The Town Council's Solicitor and Land Agent confirmed that the FOP is a constantly evolving document, and the intention is that both Landlord and Tenant should input into it to agree ways of managing the holding that are consistent with both parties' aspirations.

4. Disposal of Land

- 4.1** Section 127(1) of the Local Government Act 1972 states that a local council may dispose of any land held by them in any manner they wish, subject to certain restrictions.
- 4.2** Section 127(2) of the 1972 Act states that land must not be disposed of for consideration less than the best price that can reasonably be obtained. This is normally the open market value of the land or interest in the land.
- 4.3**
- 4.4** An exception to this rule is that a 'short tenancy' may be granted for less than the best consideration (a 'short tenancy' is the grant of a tenancy for a term not exceeding seven years or the assignment of a term which, at the date of assignment, has less than seven years to run). As such, the proposed business tenancy is for a period of 6 years and 364 days.
- 4.5** There is a restriction on the title that no disposition can be made without written consent signed by the Chief Executive or Solicitor of Lewes District Council.
- 4.5** Officers have contacted Lewes District Council regarding this written consent and have been advised that no issues are envisaged to arise from this disposal. Officers await formal confirmation of this in writing.

5. Financial Appraisal

- 5.1** Estimated legal costs were previously approved in November 2023 in the sum of £4,000 plus VAT, to be taken from the Professional Fees budget.
- 5.2** To date, £3,550 plus VAT has been invoiced and paid by the Town Council.
- 5.3** Officers have been advised that the total legal costs are likely to be approximately £500 plus VAT over the original estimate, depending on how much extra work is needed by BTF Partnership for the Farm Objectives

Plan and related matters. This extra cost will be funded from General Reserves.

6. Next Steps

- 6.1** Full Council is asked to approve the granting of the new Farm Business Tenancy, subject to written consent from Lewes District Council.

7. Contact Officer

- 7.1** The Contact Officer for this report is Natalie Simpson, Assets & Contracts Manager.

Report No:	192/23
Agenda Item No:	22
Committee:	Full Council
Date:	28th March 2024
Title:	South Hill Farm Lease
By:	Louise Lawrence, Head of Assets, Projects & Services
Purpose of Report:	To provide an update on the review of the lease for South Hill Farm – the farmland on the Seaford Head Estate

Recommendations

Full Council is recommended:

- | |
|--|
| <ol style="list-style-type: none"> 1. To note the contents of the professional report assisting with the review of the South Hill Farm Lease. 2. To note the final lease will be brought before Full Council for approval at a later date. |
|--|

1. Introduction

- 1.1** Seaford Town Council owns the Seaford Head Estate, which hosts a number of different land uses including the golf course, nature reserve and Site of Special Scientific Interest (SSSI), dew ponds, Vanguard Way, South Hill Barn and farmland.
- 1.2** The South Hill Farm lease transferred with the Seaford Head Estate to the Town Council, from the District Council, in 2005. The existing lease expired in September 2023.
- 1.3** Due to the complexities of the site and specifics of such a lease, Town Council Officers instructed BTF Partnership to provide professional advice about the agricultural let holding known as South Hill Farm (the 'Holding')

let under an Agricultural Holdings Act tenancy agreement dated 2nd February 1994 (the 'Tenancy').

- 1.4** This report to Full Council is providing an update on the progress of this work and the approach to have a final lease agreed for the site.

2. Information

- 2.1** Attached at Appendix A is the report of BTF Partnership.

- 2.2** The report and lease address:

- (a) the existing tenancy position,
- (b) the proposed re-letting of the Holding together with timescales and matters benefiting and burdening the Holding, and
- (c) some related issues / opportunities.

- 2.3** As examples of related issues / opportunities, these include:

- (a) the new lease having to consider the possible change of status of the land on Seaford Head because of its potential inclusion in the new National Nature Reserve (as discussed by Full Council in October 2023).
- (b) the new lease reflecting the recently announced SSSI survey findings around the management style of the land adjoining the Tenancy site (that leased to Sussex Wildlife Trust) due to the impact of scrub on the grassland, and the possibilities for different approaches e.g. cattle grazing.

- 2.4** Councillors will note that BTF have considered rent levels as part of their expert advice.

- 2.5** The BTF Partnership report does make other suggestions around the potentials with the 'flint barn central to the holding' – this is South Hill Barn. These suggestions are separate from the lease negotiations and can be taken into consideration by the South Hill Barn Working Group.

- 2.6** To be clear, the BTF Partnership is included for information but there are matters within it that Full Council may wish to consider at a later date.

3. Next Steps

- 3.1** Officers continue to work with the land agent and are in regular communications with the tenant.

3.2 Full Council is asked to note the contents of the BTF Partnership report ahead of the draft lease being finalised and brought to Full Council for final approval at a later date.

3.3 It is anticipated that the new tenancy will commence on the lease signature.

4. Financial Appraisal

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

4.2 The financial implications of the final draft lease will be addressed in the report being brought to Full Council at a later date.

5. Contact Officer

5.1 The contact officer for this report is Louise Lawrence, Head of Assets, Projects & Services.

REPORT UNDERTAKEN BY BTF PARTNERSHIP ON THE INSTRUCTIONS OF SEAFORD TOWN COUNCIL IN CONNECTION WITH PROPOSALS FOR THE LETTING OF THE FARM HOLDING KNOWN AS SOUTH HILL FARM, SEAFORD, EAST SUSSEX

1.0 Scope and purpose of report

- 1.1 BTF has been instructed by Seaford Town Council to provide professional advice in relation to the agricultural let holding known as South Hill Farm (the Holding) let under an Agricultural Holdings Act tenancy agreement dated 02 February 1994 (the Tenancy). Within this report we will address the existing tenancy position, the proposed re-letting of the Holding together with timescales and matters benefiting and burdening the Holding; as well as some related issues/opportunities that occur to us.
- 1.2 This report is intended solely for Seaford Town Council and its councillors for internal use. We cannot be held liable for its distribution to third parties. We reserve the right to modify and update this report as new information emerges.

2.0 Executive Summary

1	Landlord	Seaford Town Council of 37 Church Street, Seaford, BN251HG.
2	Tenant	Execs of the Late Tom Masters of Chyngton Farm, Chyngton Lane, Seaford, BN25 4BT.
3	Rent	£10,000 per annum.
4	Obligations	Per clause 18-49 of the Tenancy. There is also a current Countryside Stewardship (CSS) Agreement commitment (entered into by the Tenant) on the Holding running from 2022 – 2027.
5	Proposed new tenant	Rhiannon Masters widow of the late Tom Masters has indicated that she wishes to take on the Holding from her late husband's Executors – such letting to be on a Farm Business Tenancy Agreement regulated under the terms of the Agricultural Tenancies Act 1995.

6	Time scales	
7	Rent Review	Rent fixed until termination of existing tenancy in September 2025. Proposal would be that future rent reviews should occur every three years to be calculated in accordance with the financial earnings capacity of the Holding. Therefore, the agricultural rental elements of the Holding should be based on the traditional Agricultural Holdings Act 1986 formula (which is the basis of the current Holding rent assessment); with additional rental element geared to a 50:50 share (as between Landlord & Tenant) of profits of any diversified enterprises.
8	Opportunities	<ul style="list-style-type: none"> - Holding is fundamentally in good order and in our view should continue to be managed in accordance with CSS obligations in order to unlock government environmental funding (but note payments generally based on “income foregone” rather than allowing for a profit element) - CSS agreement will then evolve into current DEFRA Environmental Policy (under the Sustainable Farming Incentive (SFI)) which should further align with Landlord’s objective of running the Holding in an environmentally sustainable way that places principal emphasis on long term custodianship of the Holding for the benefit of all local stakeholders (including Landlord, Tenant and the public)

3.0 The Holding

- 3.1 The Holding is located on the urban fringe to the east of the town of Seaford. It comprises 110 hectares (276 acres) of permanent and temporary pasture, with some Winter bird seed CSS mixes. A plan of the land can be found at Appendix I. It does not include the bulk of the block of land designated as a Site of Special Scientific Interest (SSSI) running to the cliff edge to the West of the Coast Guard Cottages.
- 3.2 The Holding was inspected on 9th November 2023 by Colin Hall of BTF. During the inspection the land appeared to be well maintained and in good condition, with the fencing in a reasonable state of repair throughout. The Holding has been used in connection with the grazing and rearing of cattle and sheep.
- 3.3 Part of the Holding is identified to be a SSSI (unfavourable recovering). The Holding is divided centrally by a road which connects the Seaford Head Nature Reserve and the Coastguard Cottages. It is also crossed by a number of Public Rights of way as follows:

- SEA/31/2 (Bridleway)
- SEA/22/1 (Footpath)
- SEA/22/3 (Footpath)
- SEA/24/1 (Footpath)

- 3.4 There is a redundant flint barn sited centrally to the Holding. This is not within the Tenancy, but the potential for further use and development of it may impact on the Holding, both in terms of providing additional diversification opportunities (for example, extra car parking), and also in respect of water supply (via a borehole) which could then also provide water for livestock.
- 3.5 DEFRA'S Land Classification map identifies the land to be Grade 3 (good to moderate). Further, the Holding is classified to be within Flood Risk Zone 1 (low probability) on the Environment Agency's flood map.
- 3.6 The Sussex Wildlife Trust (SWT) are responsible for fulfilling the grazing requirements of the bulk of the land within the SSSI and further enquiries should be made both as to what exactly is required in terms of ongoing management of this area and whether the Tenant would be better placed than SWT to provide it (or to provide in tandem with SWT).

4.0 Matters benefitting and burdening the property

- 4.1 The Holding is varying in productive capacity, with the highest productive capacity land parcels being located towards the centre within close proximity to the flint barn. This offers the opportunity to utilise the highest capacity land with minimal restriction and implement more prescriptive environmental management obligations on the less productive land.
- 4.2 The flint barn not included within the tenancy would lend itself to an alternative use (subject to the relevant planning permission). There may also be the possibility of obtaining a license/certificate for a private burial ground, but we have not looked into that in any detail at this stage.
- 4.4 The centre of the Holding is accessible at all times via the footpath and bridleway network referred above and also by vehicle, for which visitors can park for an undefined length of time. There are opportunities to implement a parking tariff to generate additional income.
- 4.5 The property is located within an 'edge' area associated with Bovine Tuberculosis, and therefore requires annual testing.
- 4.6 Possibility of Rhiannon Masters as new Tenant taking the responsibility from Sussex Wildlife Trust of grazing the nature reserve (see 5.2 below).

5.0 Proposed way forward

- 5.1 It is proposed that the existing Agricultural Holdings Act Tenancy is terminated, with protective notice being served by 28th September 2024 to come to an end on 28th September 2025. A new Agricultural Tenancies Act tenancy should be granted to Rhiannon Masters for a term of 15 years with rent assessed in accordance with the productive capacity of the land and reviewed every three years. It may be that this is agreed prior to Michaelmas 2025 and possibly for a Michaelmas 2024 start.
- 5.2 Given the apparent difference in the management of the bulk of the SSSI land (more scrub) and the Holding (less scrub) it would seem that serious

conversations with the Tenant should be had about becoming much more involved in the management of that area. Scrub poses a significant threat to grassland communities on the South Downs and it appears that, without management, the majority of the grassland within the SSSI will become dominated by scrub and eventually convert to woodland. It is further accepted that the ecological value of the nationally scarce chalk grassland and chalk heath communities will be lost if this is allowed to happen and so scrub control is one of the key priorities for the management of this area. It seems that, with under grazing of the SSSI, this area is now high priority for grassland restoration and – if a way around current TB concerns can be identified - this may best be achieved by the Tenant as neighbour on the adjoining Holding.

- 5.3 The above is in a sense a Tenant diversification opportunity, given the current costs incurred by the Landlord involved in overseeing the management of the SSSI by SWT. Further opportunities for both Landlord and Tenant include the possibility of implementing a car parking tariff at the South Hill Barn Car Park to generate income both on retained freehold and the Holding.

6.0 Heads of Terms

[STILL BEING WORKED UPON IN PREPARATION FOR LEASE
NEGOTIATIONS AND FUTURE PRESENTATION TO FULL COUNCIL

7.0 Outstanding Matters

- 7.1
- 7.2 Updated tenancy plan, clearly identifying what is to be included/excluded within the new tenancy.
- 7.3 Preparation of overall farm objectives plan for the term 2025 – 2040 to identify joint Landlord/Tenant objectives for the Holding, recognising diversification opportunities and productive capacity on the one hand against the importance of continued management of the Holding in a way that is sustainable and protects and enhances the natural environment.

APPENDIX I PLAN OF HOLDING

[TO BE INSERTED]

APPENDIX II DRAFT HEADS OF TERMS

[TO BE INSERTED]

APPENDIX B

DATED

FARM BUSINESS TENANCY

of

SOUTHILL FARM, SEAFORD

Between

SEAFORD TOWN COUNCIL

and

RHIANNON MASTERS

R1. Date of lease

..... 2025

LR2. Title number(s)**LR2.1 Landlord's title number(s)**

Title number(s) out of which this lease is granted.

ESX272527

LR3. Parties to this lease**Landlord**

Seaford Town Council

37 Church Street, Seaford, East Sussex, BN25 1HG.

Tenant

Rhiannon Masters

Chyngton Farm, Chyngton Lane Seaford, East Sussex, BN25 4BT

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Holding" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

The Tenant is under an obligation to surrender the lease in respect of any part or parts of the Property in the circumstances specified in clause 300 of this lease.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in clause 3.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] [against title number]

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

Parties

- (1) **SEAFORD TOWN COUNCIL** of 37 Church Street, Seaford, East Sussex, BN25 1HG (**Landlord**)
- (2) **RHIANNON MASTERS** of Chyngton Farm, Chyngton Lane, Seaford, BN25 4BT (**Tenant**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

AA 2020: Agriculture Act 2020.

Accessway: the accessway forming part of the Landlord's Neighbouring Property shown coloured brown on the Plan.

Act of Insolvency:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of a winding-up order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or

- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- j) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent of £10,000 per annum and then as revised pursuant to this lease.

APHA: the Animal and Plant Health Agency and any other body discharging similar functions from time to time.

ATA 1995: Agricultural Tenancies Act 1995.

Break Date: 28 September 2030.

Break Notice: written notice of at least 12 months to terminate this lease on a Break Date specifying the Break Date and served in accordance with clause 29.

Contractual Term: a term beginning on 29 September 2024 and ending on and including 27 September 2031.

Default Interest Rate: 4% per annum above the Interest Rate.

Defra: the Department for Environment, Food and Rural Affairs and any successor ministry or department.

Environmental Land Management scheme: all schemes through which financial support is paid to farmers to produce food and manage land to enhance the

environment and mitigate climate change and as defined in Clause 1 of the AA 2020 and to be specifically defined in subsequent legislation.

Expert: an independent member of the appointed panel of experts, arbitrators, mediators and experts of the Agricultural Law Association, the Central Association of Agricultural Valuers or the Royal Institution of Chartered Surveyors appointed in accordance with clause 33.

Fixed Equipment: fixed equipment on, in, over or under the Holding from time to time as defined in section 19(10) of the ATA 1995 but excluding any fixed equipment belonging to the Tenant.

Genetically Modified Organisms: has the meaning set out in section 106 of the Environmental Protection Act 1990 and also includes:

all organisms containing genes or other genetic material that have been artificially modified or inherited or

genes or other genetic material that has been artificially modified and then inherited directly from other organisms

inherited or otherwise derived from genes or other genetic material which were so modified, or

organisms created by non-natural processes involving manipulation of genomes or combinations of genomes deriving from more than one species.

Holding: the agricultural holding known as Southhill Farm, Seaford shown edged red on the Plan and more particularly described in 0.

Interest Rate: the base rate from time to time of Barclays Bank, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Part South Hill Farm, Seaford registered at HM Land Registry with title number ESX272527.

Notifiable Disease: any disease named in section 88 of the Animal Health Act 1981 or in any order made under it.

Permitted Use: use of the Holding for agricultural purposes only.

Plan: the plan attached to this lease.

Rent Payment Dates: 25 March, and 29 September

Rent Review Date: 29 September 2027 and thereafter no more frequently than 3 yearly on a 29 September anniversary date

Reservations: the exceptions and reservations set out in clause 4.

Rights: the ancillary rights granted in clause 3.

RPA: the Rural Payments Agency is responsible for the administration of the ELM in England and any other body discharging similar functions from time to time.

Service Media: all media for the supply or removal of electricity, gas, water, sewage, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Tenant's Fixtures: any fixture belonging to the Tenant and affixed by the Tenant to the Holding including the fixtures listed in 0.

Tenant's Improvements: any improvement made by the Tenant's own effort or expense as defined by section 15 of the ATA 1995 and any improvements that the Landlord agrees are tenant's improvements and are listed in 0.

Third Party Rights: all rights, covenants and restrictions affecting the Holding including the matters referred to at the date of this lease in the property register of title number ESX272527

VAT: value added tax [or any equivalent tax] chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to any guarantor of the tenant covenants of this lease.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Holding** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term and statutory continuation of this lease and a reference to the **end of the term** is to the end of the term however it ends.
- 1.7 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or

statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.9 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 Unless the context otherwise requires, any words following the term **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.13 A reference to **writing** and **written** excludes fax and email.
- 1.14 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.18 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.19 References to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 39.4.

2. Grant

- 2.1 The Landlord lets with full title guarantee the Holding to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the Rights set out in clause 3, excepting and reserving to the Landlord the Reservations set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - (a) the Annual Rent and all VAT in respect of it;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. Ancillary rights

- 3.1 The Landlord grants the Tenant the following Right
 - (a) the right to use and to connect into any Service Media that belong to the Landlord and serve (but do not form part of) the Holding which are in existence at the date of this lease or which are installed or constructed during the term; and
 - (b) the right to pass and repass over and along the Accessway with or without vehicles and machinery and animals for all purposes permitted under this lease.
- 3.2 In relation to the Rights mentioned in clause 3.1(a) and clause 3.1(b), the Landlord may, at its discretion, re-route or replace any such Service Media or change the route of the Accessway and the Rights shall then apply in relation to the Service Media and the Accessway as re-routed or replaced.
- 3.3 The Rights are granted insofar as the Landlord is able to grant them and in common with the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise such (or similar) rights.
- 3.4 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Landlord's Neighbouring Property and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.5 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Holding for the Permitted Use but not for any other purpose.

- 3.6 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.
- 3.7 The Landlord shall not be liable to the Tenant in respect of any:
- (a) defective Service Media;
 - (b) obstruction of any drains, ditches or accessways caused by a third party;
or
 - (c) any act or omission caused by any owner, tenant or occupier of neighbouring land, or any act, omission or representation caused or made by an agent or employee of the Landlord unless acting with the Landlord's express authority.
- 3.8 Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

4. Rights excepted and reserved

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Holding or loss of amenity for the Holding [provided that they do not materially affect the use and enjoyment of the Holding for the Permitted Use]:
- (a) the right to enter to use all roads, tracks, paths and other rights of way across the Holding;
 - (b) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - (c) the right to enter to use and to connect into Service Media at the Holding, which are in existence at the date of this lease or which are installed or constructed during the term;
 - (d) the right to re-route any Service Media at or serving the Holding or re-route any means of access to or egress from the Holding;

- (e) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord thinks fit;
- (f) the right to erect scaffolding at the Holding and attach it to any building or structure on the Holding in connection with any of the Reservations;
- (g) the right to build on or into any boundary structure on the Holding in connection with any of the Reservations;
- (h) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Holding along with the right to authorise agents of the grantee to enter the Holding with or without vehicles, plant and machinery and carry out works on the Holding, at the grantee's or Landlord's cost, which may be required under those agreements, the person exercising such rights making good all damage thereby caused or paying proper compensation to the Tenant for such damage, and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Holding;
- (i) the right to enter the Holding in the last three months of the term to affix and maintain on suitable parts of the Holding any "For Sale" or "To Let" signs and to show prospective tenants or buyers around the Holding;
- (j) the right to enter the Holding to kill and take rabbits, hares, mink and other pests, subject to the Tenant's concurrent rights to take ground game under the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906;
- (k) the right to all game, deer, fish, wildfowl and other wild birds and the exclusive right to enter the Holding to rear, preserve, shoot, kill and take them away and the exclusive right to hunt, shoot, hawk, sport or fish on or over the Holding;
- (l) the exclusive right to all treasure or archaeological artefacts discovered on the Holding;
- (m) the right to extract water from any water course on or beneath the surface of the Holding; and
- (n) the right to all timber and trees and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons and all stones, sand, brick-earth, clay and gravel on, in or under the Holding, with the right of access to cut, fell, work, process and carry away the same, the person exercising such rights making good all damage thereby caused or paying proper compensation for such damage; and
- (o) in accordance with any agreed Farm Objectives Plan and any other rights as may have been granted to the Tenant the right to all Natural Capital Assets including timber and trees

and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons, with the right of access to cut, fell, work, process and carry away the same, the person exercising such rights making good all damage thereby caused or paying proper compensation for such damage.

4.2 The Landlord reserves the right to enter the Holding:

- (a) to lay, repair, maintain renew, inspect and replace any Service Media or structure relating to any of the Reservations, and any roads or fences benefitting the Landlord's Neighbouring Property; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Holding.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Holding at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Holding for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:

- (a) physical damage to the Holding; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Third Party Rights

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Holding and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Rights.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Holding in accordance with its terms.

6. Annual Rent

- 6.1 The Tenant shall pay the Annual Rent, as varied from time to time in accordance with the terms of Schedule 4 and any VAT in respect of it by two equal instalments in advance on or before the Rent Payment Dates.
- 6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.

7. Common items

- 7.1 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of the Accessway and any of those Service Media, structures or other items.

8. Insurance

The Tenant shall:

- (a) insure and keep insured all live and dead farming stock and crops, the Tenant's plant and machinery, the Tenant's Fixtures and any buildings or fixed equipment on the Holding installed by or belonging to the Tenant to full market value against loss or damage with an insurance company approved by the Landlord in writing;
- (b) maintain insurance in respect of all employer's liability for which the Tenant may be liable and all third party liability risks in relation to the Holding (including any redundant buildings on the Holding listed in 06) with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than ten million pounds or such higher sum as the Landlord may from time to time direct in writing;
- (c) on demand show the Landlord the insurance policies effected under this clause 0 and proof of payment of the insurance premiums for the current periods of insurance; and
- (d) use all insurance money received to repair the loss or damage for which the money has been received or (as the case may be) in reinstatement, replacement, or in rebuilding.

9. Rates and taxes

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Holding, its use and any works carried out there, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes (other than VAT and IPT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any rates, taxes or other impositions are payable in respect of the Holding together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 9.3 The Tenant shall not make any proposal to alter the rateable value of the Holding or that value as it appears on any draft rating list, without the approval of the Landlord.
- 9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. Utilities

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, water and other services and utilities to or from the Holding. If any of those costs are payable in relation to the Holding together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.2 If the Tenant allows, either by default of payment or by specific instruction, for any service or utility to be disconnected, the Tenant shall pay all costs associated with reconnection.
- 10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of any services or utilities.

11. VAT

- 11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

12. Default interest and interest

- 12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.
- 12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

13. Costs

- 13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
 - (e) any consent or approval applied for under this lease, whether or not it is granted.
- 13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14. Set-off

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. Assignment and underletting

- 15.1 The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Holding or enter into any partnership, share-farming agreement, contract-farming agreement, management agreement or any shared occupation agreement affecting the Holding (other than a Countryside Stewardship Agreement or similar agreement under the ELMS), or grant any right or licence over the Holding in favour of any other person or allow any other persons to enjoy the use or benefit of the Holding.
- 15.2 The Tenant shall not enter into any conservation covenant as defined by the Environment Act 2021 (EA 2021) with any Responsible Body as defined by the EA 2021 or any third party individual, company or organisation which may be investing in obligations or covenants affecting the Holding, or grant any right or licence over the Holding in favour of any other person or allow any other persons to enjoy the use or benefit of the Holding without the agreement of the Landlord.

16. Repairs

- 16.1 Where Schedule 5 does not allocate responsibility to either the Landlord or the Tenant for the repair or replacement of any items and all fixtures and fittings (whether belonging to the Landlord or the Tenant) which are in or upon the Holding or on any other property but serving the Holding, or if any such items are omitted from 05, it will be the responsibility of the Tenant to repair or replace those items and maintain and keep them in good repair and condition and (where appropriate) neat and tidy.
- 16.2 The Tenant shall not be liable for any repairs or replacements under this clause to the extent that any disrepair or destruction has been caused by the Landlord or the insurance cover in relation to that disrepair or destruction is excluded, limited, is unavailable or has not been extended, as a result of anything done or not done by the Landlord.
- 16.3 If at any time or times during the Tenancy either party wishes to treat an item of fixed equipment on the Holding (in addition to those already included in the Schedule 6) as obsolete or redundant to the proper requirements of the Holding then in default of agreement such party shall be entitled on giving two months' written notice to the other to have the question whether such buildings or other

items of fixed equipment or any of them are obsolete or redundant referred for decision under clause 33 of this lease and if it is agreed or awarded that such building or other item of fixed equipment is obsolete or redundant then as from the date of such agreement or award (as the case may be) the building or other item of fixed equipment so agreed or awarded to be obsolete or redundant shall be deemed to be included as a Redundant Item in Schedule 6

17. Alterations

The Tenant shall not:

- (a) alter, remove, or make any additions to the Holding or to any Fixed Equipment;
- (b) erect any building or other items of fixed equipment on, in, over or under the Holding without the Landlord's prior written consent;
- (c) make any improvements to the Holding without the Landlord's prior written consent;
- (d) alter or remove any fences, hedges, gates, ditches or watercourses forming the boundaries of the Holding unless such works are agreed within the Farm Objectives Plan;
- (e) install any Service Media on the exterior of any buildings on the Holding nor alter the route of any Service Media at the Holding without the Landlord's prior written consent;
- (f) commit waste of any kind on the Holding; or
- (g) remove any of the Landlord's fixtures or fittings from the Holding.

18. Use and management of the Holding

The Tenant shall comply with the obligations in 07.

19. Encroachments, obstructions and acquisition of rights

19.1 The Tenant shall not grant any right, or licence over the Holding to a third party.

19.2 If a third party makes or attempts to make any encroachment over the Holding or takes any action by which a right may be acquired over the Holding, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and

- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 19.3 The Tenant shall not obstruct the flow of light or air to the Holding nor obstruct any means of access to the Holding.
- 19.4 The Tenant shall not make any acknowledgement that [the flow of light or air to the Holding or that] the means of access to the Holding is enjoyed with the consent of any third party.
- 19.5 If any person takes or threatens to take any action to [obstruct the flow of light or air to the Holding or] obstruct the means of access to the Holding, the Tenant shall:
 - (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

20. Planning

- 20.1 The Tenant shall not apply for any planning permission for the Holding without the Landlord's prior written consent which shall not be unreasonably withheld.
- 20.2 The Tenant shall not change the use of any part of the Holding without the Landlord's prior written consent which shall not be unreasonably withheld.

21. Compliance with laws

- 21.1 The Tenant shall comply with all laws and government recommendations relating to:
 - (a) the Holding and the occupation and use of the Holding by the Tenant;
 - (b) the use of all Service Media and machinery and equipment at or serving the Holding whether or not used or operated;
 - (c) any works carried out at the Holding; and
 - (d) all materials kept at or disposed of from the Holding.
- 21.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Holding whether by the owner or the occupier.

21.3 Without prejudice to the obligation on the Tenant to comply with all laws, the Tenant shall:

- (a) not commit or allow to be committed on or from the Holding or from the activities carried out on the Holding, any breach of the Environmental Protection Act 1990 or the Wildlife and Countryside Act 1981 or any other statutes, orders, bye-laws, regulations or codes relating to the protection of the environment or the preservation of protected species;
- (b) obtain and comply with all permits, licences, authorisations, approvals, conditions and restrictions affecting the Holding under the Environmental Protection Act 1990;
- (c) not pollute any watercourse, ground water or any water supply, and shall ensure that there is no breach on or from the Holding or from the activities carried out on the Holding of the Water Industry Act 1991, the Water Resources Act 1991, the Water Resources (Control of Pollution) (Silage, Slurry and Agricultural Fuel Oil) (England) Regulations 2010 (*SI 2010/639*), Sludge (Use in Agriculture) Regulations 1989 (*SI 1989/1263*) or any other legislation relating to water and, if any such breach occurs, the Tenant shall immediately inform the Landlord and shall take all steps necessary to contain the breach and remediate its effect in compliance with all laws and all reasonable requirements of the Landlord;
- (d) obtain all necessary licences, environmental permits and consents (or operate within the terms of a relevant and appropriate exemption) for the discharge of effluent from the Holding, providing copies to the Landlord on request, and shall not breach the terms of any water abstraction licence in place on the Holding;
- (e) not deposit, bury or otherwise dispose of any hazardous, toxic or potentially toxic waste or other dangerous substances, or redundant machinery, in, on, over or under the Holding;
- (f) ensure that all chemicals, fertilisers, sheep dips, pesticides and other similar items are stored and if appropriate are disposed of in accordance with all applicable laws;
- (g) comply with all applicable laws relating to health and safety and emissions and releases of any kind;
- (h) manage, deposit and dispose of any waste, including agricultural waste as defined by the Environmental Permitting (England and Wales) Regulations 2016 (*SI 2016/1154*), in accordance with the environmental permitting regime and all other laws relating to waste; and
- (i) manage the Holding in accordance with any Nitrate Vulnerable Zone or any Nitrate Sensitive Area including the retention of all records required by

the Nitrate Pollution Prevention Regulations 2015 (*SI 2015/669*) or the Nitrate Pollution Prevention (Wales) Regulations 2013 (*SI 2013/2506*), and at the end of the term shall give the Landlord or such person as the Landlord may direct, such records for the period of [five] years preceding the end of the term.

- 21.4 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Holding or the Landlord's interest in the Holding (and whether or not served pursuant to any law), the Tenant shall:
- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
 - (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.
- 21.5 The Tenant shall keep the Holding equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Holding or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

22. Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Holding and loss of amenity of the Holding) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any [undertenant or] licensee or their respective workers, contractors or agents or any other person on the Holding with the actual or implied authority of any of them.

23. Last year cropping

In the last year of the term the Tenant shall:

- (a) farm and cultivate the Holding in accordance with the reasonable requirements of the Landlord;
- (b) use all reasonable endeavours to carry out all normal harvest cultivations in accordance with the rules of good husbandry and with all reasonable speed; and

- (c) on receipt of reasonable notice permit the Landlord and anyone authorised by the Landlord to enter the Holding directly after harvest to cultivate any land comprised in the Holding.

24. Returning the Holding to the Landlord

24.1 At the end of the term the Tenant shall:

- (a) return the Holding to the Landlord with the Fixed Equipment, in the repair and condition required by this lease;
- (b) remove from the Holding the Tenant's livestock, equipment, goods and all other personal possessions belonging to or used by the Tenant;
- (c) leave all hay, straw, roots and green crops then remaining unconsumed and all unused manure and compost properly stacked in some convenient place on the Holding; and
- (d) if requested by the Landlord, empty any slurry tanks using a properly regulated waste collecting organisation.

24.2 If the Tenant leaves on the Holding at the end of the term any of the Tenant's Fixtures, or any other buildings, fixed equipment or other items installed by or belonging to the Tenant, the Landlord shall have the right (subject to the Tenant's rights under the ATA 1995) to remove, destroy or otherwise dispose of them and the Tenant shall indemnify the Landlord against any cost incurred in the removal or disposal of them.

24.3 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Holding, remove any alterations it has made to the Holding and make good any damage caused to the Holding by that removal.

24.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items that the Tenant has fixed to the Holding and which have been left by the Tenant on the Holding for more than ten working days after the end of the term (subject to the Tenant's rights under the ATA 1995). The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

25. Compensation for Tenant's Improvements

25.1 The Tenant's Improvements listed in Part 1 of 0 are Tenant's improvements to which Part III of the ATA 1995 applies and for which the Tenant shall be entitled to receive compensation on termination of this lease.

25.2 Where a grant has been made or will be made to the Tenant out of public money in respect of a Tenant's Improvement which does not consist of a planning permission the amount of compensation payable by the Landlord shall be reduced by the proportion by which the amount of the grant bears to the total cost of providing the improvement.

25.3 Nothing in this lease will be deemed to give consent for planning permission under section 18 of the ATA 1995.

26. Delinked payments

For the avoidance of doubt any delinked payments remain with the Tenant.

27. Landlord's covenant for quiet enjoyment

27.1 The Landlord covenants with the Tenant that so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Holding without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

28. Breach of repair and maintenance obligations

28.1 The Landlord may enter the Holding to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Holding and may specify in that notice a date by which the Tenant must commence work necessary to remedy that breach.

28.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Holding and carry out the works needed.

28.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

28.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 33.

29. Termination

29.1 This lease can be terminated by:

- (a) the Tenant serving on the Landlord a Break Notice expiring on 28 September 2030;
- (b) the Landlord serving on the Tenant a Break Notice at any time following the death of the Tenant (or, where the Tenant comprises more than one person, the last surviving Tenant); or
- (c) the personal representatives of the Tenant (or, where the Tenant comprises more than one person, the last surviving Tenant) serving on the Landlord a Break Notice at any time following the death of the Tenant (or, where the Tenant comprises more than one person, the last surviving Tenant).

29.2 A Break Notice served by the Tenant under clause 29.1(a) shall be of no effect if, at the Break Date:

- (a) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; or
- (b) vacant possession of the whole of the Holding is not given; or
- (c) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Holding.

29.3 Subject to clause 29.2, following service of a Break Notice this lease shall terminate on the Break Date specified in the Break Notice.

29.4 Termination of this lease on a Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

30. Resuming possession of part

30.1 On giving the Tenant not less than 12 months' written notice and as defined under the ATA 1995, the Landlord may at any time acting reasonably and in full consultation with the Tenant under the Farm Objectives Plan, subject to the provisions of this clause, require the Tenant to surrender any part or parts of the Holding to enable the Landlord to sell, develop or use, the part surrendered for use in an existing Natural Capital Scheme and/or for use for biodiversity gain linked to the Landlord's existing property or sale of biodiversity units for the Landlord's financial benefit and/or for use under a conservation covenant (where such uses cannot be achieved with the Tenant remaining in occupation of the relevant part of the Holding and receiving relevant management and other payments direct during the Term).

30.2 The Landlord may recover possession at any time any part of the Holding (not being greater than 3 hectares in any 12 month period and not including any area in respect of which the Tenant has been given consent for a non-agricultural use)

if the Landlord requires that part for any non-agricultural purpose, by giving to the Tenant at least twelve months' notice in writing as defined under the ATA 1995 on or after the grant of a planning permission for a development or an equivalent consent under the General Permitted Development Order either of which would require a use of that part which would be inconsistent with the permitted user.

- 30.3 On the expiry of any notice given under clause 30.1 or 30.2, the Tenant shall execute a deed of surrender in such form as the Landlord shall reasonably require.
- 30.4 On completion of any surrender required under this clause, the Annual Rent shall be reduced to such amount as the Landlord reasonably determines will reflect the effect of the reduction of the Holding brought about by the surrender.

31. Deductions for dilapidations

Any sums due to the Landlord from the Tenant under this lease or in respect of any breach by the Tenant of any of the tenant covenants shall be deducted from any sums payable to the Tenant at the termination of the Tenancy by the Landlord or shall be recoverable by action or otherwise as the Landlord may decide.

32. Re-entry and forfeiture

- 32.1 The Landlord may re-enter the Holding (or any part of the Holding in the name of the whole) at any time after any of the following occurs:
 - (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - (b) any breach of any condition of, or tenant covenant in, this lease;
 - (c) an Act of Insolvency ;or
 - (d) the death of the Tenant.
- 32.2 If the Landlord re-enters the Holding (or any part of the Holding in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

33. Expert determination

- 33.1 Unless a dispute is required under the ATA 1995 to be referred to arbitration, any dispute arising out of or in connection with this lease shall be resolved by expert determination. Either the Landlord or the Tenant may serve notice on the other requesting that the dispute is determined by an Expert. If the parties cannot agree

that the dispute be determined by an Expert, the dispute will be determined by an arbitrator in accordance with clause 34.

- 33.2 If the Landlord and Tenant agree that a dispute is to be determined by an Expert, they shall agree on the appointment of the independent Expert and shall agree with the Expert on the terms of the appointment.
- 33.3 The Expert is required to prepare a written decision (which shall include his reasons for coming to that decision) and give notice (including a copy) of the decision to the Landlord and the Tenant within a maximum of three months of the matter being referred to the Expert.
- 33.4 If the Expert dies or becomes unwilling or incapable of acting or does not deliver the decision within the time required by this clause then:
- (a) the Landlord and the Tenant shall agree to discharge the Expert and appoint a replacement Expert; and
 - (b) this clause shall apply to the new Expert as if they were the first Expert appointed.
- 33.5 The Landlord and Tenant are entitled to make submissions to the Expert [including oral submissions] and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 33.6 To the extent not provided for by this clause, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as the Expert considers just or appropriate, including (to the extent the Expert considers necessary) instructing professional advisers to assist the Expert in reaching a decision.
- 33.7 The Landlord and Tenant shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel as the other reasonably requires making a submission under this clause.
- 33.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the dispute which may include any issue involving interpretation of this lease, or the Expert's jurisdiction to determine the matters and issues referred to the Expert and/or the Expert's terms of reference. The Expert's written decision on the matters referred to the Expert shall be final and binding on the parties in the absence of manifest error, actual or apparent bias or fraud.

- 33.9 The Landlord and Tenant shall each bear their own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by the Expert in arriving at a determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Landlord and the Tenant equally or in such other proportions as the Expert shall direct.
- 33.10 All matters concerning the process and result of the determination by the Expert shall be kept confidential between the Landlord, the Tenant and the Expert.

34. Disputes referred to arbitration

If an expert is not appointed in accordance with clause 3, any dispute arising out of or in connection with this lease shall be referred to and finally resolved by arbitration under the Arbitration Act 1996. The Landlord and Tenant shall jointly refer the dispute to a single arbitrator. The arbitrator's decision on the dispute referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

35. Section 62 of the Law of Property Act 1925[, OR AND] implied rights and existing appurtenant rights

The grant of this lease does not create by implication any easements or other rights for the benefit of the Holding or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

36. Joint and several liability

- 36.1 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 36.2 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice or unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

37. Customs

The rights of the parties under this lease or otherwise in respect of the Holding shall not depend on or be affected by any custom of the country.

38. Entire agreement

- 38.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 38.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Holding may lawfully be used for any purpose allowed by this lease.
- 38.3 Nothing in this clause shall limit or exclude any liability for fraud.

39. Notices

- 39.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an e-mail [or fax] is not in writing;
 - (b) given by leaving it at the proper address or sending it by pre-paid first-class post or other next working day delivery service to the proper address; and
 - (c) when given to the Landlord, sent to the address given in clause 39.3.
- 39.2 If a notice complies with the criteria in clause 39.11, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 39.3 The Landlord's address for service is 37 Church Street, Seaford, East Sussex, BN25 1HG or such other address as the Landlord may notify to the Tenant from time to time.
- 39.4 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 39.5 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

40. Governing law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

41. Jurisdiction

Subject to clause 34 and clause 33, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

42. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

43. Landlord and Tenant (Covenants) Act 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

44. Farm business tenancy

The Landlord and Tenant:

- (a) confirm that the tenancy created by this lease is and shall remain a farm business tenancy; and
- (b) confirm that there is no agreement for lease to which this lease gives effect.

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

Schedule 1 - The Holding

OS Grid Reference Number	Total area (ha)	Description
TV5097 1699	3.13	
TV5097 3177	36.4	Permanent Grassland
TV5098 1914	5.96	Permanent Grassland
TV5098 1931	7.56	
TV5098 2700	0.72	
pt. TV5098 4751	1.23	
TV5098 5420	5.12	
pt. TV5098 6050	1.28	
TV5098 7116	6.43	
pt. TV5098 7555	2.34	Permanent Grassland
TV5098 9164	0.65	Track
TV5098 9526	7.1	Permanent Grassland
TV5098 9749	7.67	Permanent Grassland
TV5197 0793	16.15	Permanent Grassland
TV5197 3187	0.2	Scrub
TV5198 1323	2.1	Permanent Grassland
TOTAL	104.04	

Schedule 2 - Tenant's Fixtures

None.

Schedule 3 - Tenant's Improvements

Part 1 Improvements for which compensation will be payable

None.

Part 2 Routine improvements for which Landlord has given consent

None.

Schedule 4 - Rent Review

1. The rent payable during the Tenancy shall be the Annual Rent specified in the Particulars until such time as a different rent is substituted in accordance with the following provisions of this Schedule
2. Nothing contained in this Schedule shall preclude a reduction in the Annual Rent from time to time payable
3. In this Schedule 'Review Date' shall mean:—
 - 3.1 29 September 2027 and thereafter
 - 3.2 No more frequently than 3 yearly on a 29 September anniversary date

provided in each case that either the Landlord or the Tenant shall first have given not less than twelve months' notice in writing requiring that the Annual Rent payable shall be reviewed and further provided in the cases of a notice pursuant to this paragraph that the date so specified shall not be earlier than the end of three years from the date from which a previous increase or reduction of rent took effect
4. The Annual Rent payable from a Review Date shall be such amount as may from time to time be agreed in writing by the parties or by their respective authorised agents or, in the absence of agreement, as may be determined in accordance with paragraph 6 of this Schedule for the Holding
5. If no arbitrator has been appointed under an agreement to determine the question of the rent on a basis agreed by the parties either party may at any time during the period of six months ending with the Review Date apply to the President of the Royal Institution of

Chartered Surveyors or the President of the Central Association of Agricultural Valuers for the appointment of an arbitrator by him

6. The Annual Rent to be agreed or determined as above shall be such amount as would be the rent for the Holding with effect from the Review Date assessed in accordance with paragraphs 1, 2 and 3 of Schedule 2 to the Agricultural Holdings Act 1986 for a yearly tenancy subject to that Act and with the same assumptions and disregards as in those paragraphs modified so far as necessary in order to apply to this lease
7. If the Annual Rent payable from a Review Date is not agreed or determined as above by that date the Annual Rent shall provisionally continue at the rate in force immediately prior to that date and within fourteen days after the date on which the Annual Rent payable is so agreed or determined as aforesaid the Tenant shall pay an appropriate amount in respect of any increase in the rate of Annual Rent or (as the case may require) the Landlord shall refund an appropriate amount in respect of any decrease in the rate of Annual Rent.

Schedule 5 - Repairs

Part 1 Tenant's liability to repair

1. Drains, sewers, gullies and grease traps.
2. Manholes and inspection chambers.
3. Water supply systems supplying water solely to the Holding and fittings situated above ground (including pipes, tanks, cisterns, sanitary fittings and drinking troughs), pumping equipment and hydraulic rams whether above or below ground.
4. Fences, hedges, field walls, stiles, cattle grids, gates and posts, and garden and yard doors.
5. Bridges, culverts, ponds, watercourses, sluices and ditches.
6. Roads and yards.
7. Insulation on water pipes

Part 2 Landlord's liability to repair or replace

1. Main water pipes not supplying water solely to the Holding and the structure of reservoirs or pump houses or a water supply system.

Schedule 6 - Buildings and Fixed Equipment

The following buildings and other fixed equipment are redundant:

None.

Schedule 7 - Use and management of the Holding

- 1.1 The Tenant shall only use the Holding for the Permitted Use and shall farm all or part of the Holding for the purposes of a trade or business throughout the term in compliance with section 1(2) of the ATA 1995.
- 1.2 The Landlord and the Tenant may agree a Farm Objectives Plan ("the Plan") setting out principles and specific measures for the management of the Holding during the Contractual Term as regards:
 - (a) the farming of the Holding
 - (b) environmental considerations and opportunities with regards to carbon sequestration, Biodiversity Gain and other nature based solutions (the primary objective being to foster collaboration between the Landlord and Tenant and to enable the Tenant to be the partner of choice in such undertakings and share financial outcomes)
 - (c) opportunities for local community involvement on the Holding
 - (d) other interests of the parties
 - (e) the opportunities or difficulties in agricultural and environmental schemes whether government or private sector
 - (f) regular and recorded meetings between the parties regarding the implementation of the Plan

with the works, improvements changes and collaboration that may be deemed necessary and the arrangements for implementation subject to both parties acting reasonably. This Plan may be reviewed and revised from time to time as the parties may agree. Any reference to dispute resolution or the drafting or revision of the Plan will require the consent of both parties but this requirement does not apply to issues of interpretation of the Plan.
- 1.3 The Tenant shall manage and cultivate the Holding in accordance with the rules of good husbandry set out in section 11 of the Agriculture Act 1947(or any statutory replacement), the terms of this lease, and the industry standards embodied in the Defra codes of good practice, and shall keep and, at the end of the term, leave the Holding in good heart and condition.
- 1.4 The Tenant's management strategy should seek to take full advantage of any additional income appropriate schemes or payments that are offered as part of Environmental Land Management Scheme including Countryside Stewardship and the Sustainable Farming Incentive.

- 1.5 The Tenant shall not use the Holding for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of any neighbouring property.
- 1.6 The Tenant shall notify the Landlord in writing within 48 hours after creating any charge on all or any of the Tenant's farming stock or other agricultural assets under the Agricultural Credits Act 1928 or any other similar enactment and on request to supply the Landlord with a copy of the charge.
- 1.7 The Tenant shall not:
- (a) allow caravans, campers or travellers onto the Holding or allow the Holding to be used for storage containers, any advertisements or signs or any other non-agricultural use; or
 - (b) sell any standing grass, or allow any other persons to enjoy the use or benefit of the Holding or any part of it or take in any stock for agistment;
- 1.8 The Tenant shall not without the Landlord's prior written consent:
- (a) keep or plant or cause to be kept or planted on the Holding any Genetically Modified Organisms;
 - (b) enter into any contracts with producers for growing specialist crops on the Holding;
 - (c) break up, plough, convert into tillage or damage any part of the Holding that is defined as Permanent Grassland in Schedule 1, burn any heather or moorland on the Holding or remove any top soil, turf, stone or gravel from the Holding;
 - (d) take any part of the Holding out of agricultural use;
- 1.9 The Tenant shall not damage or remove any hedges, fences or other boundary features on the Holding, and shall not without the Landlord's prior written consent cut, lop, remove, fell or plant any hedges, fruit or other trees, coppice, saplings, pollard or underwoods.
- 1.10 The Tenant shall not destroy or harm any game (including pheasants, partridges, grouse, heath or moor game, black game and buzzards and their nests and eggs), or any wildfowl (including geese, ducks, guinea fowl and swans) or any other wild birds listed in Part I of Schedule 2 to the Wildlife and Countryside Act 1981, or any deer or fish and shall warn off unauthorised persons from molesting or destroying any such game, wildfowl, wild birds, deer or fish.

- 1.11 The Tenant shall not burn any vegetation on the Holding except in compliance with all applicable laws.
- 1.12 The Tenant shall:
- (a) inform the Landlord and the APHA immediately of any outbreak or suspected outbreak of any Notifiable Disease of livestock;
 - (b) inform the Landlord of any plant pests or diseases that are classified as quarantine organisms and subject to statutory control;
 - (c) comply with any direction or recommendation from the APHA, any relevant statutory body or any reasonable request from the Landlord for the prevention or treatment of any disease notified under this clause;
 - (d) use all reasonable endeavours not to introduce any diseased animal or plant onto the Holding;
 - (e) use all reasonable endeavours to keep the Holding free from disease, weeds, mole-heaps, moles, rabbits, rats and other vermin and any infestation by insects and other pests; and
 - (f) notify the Landlord immediately if the Tenant finds growing on the Holding any injurious weeds specified in either the Weeds Act 1959 or the Ragwort Control Act 2003 and shall use all reasonable endeavours to remove the injurious weeds.
- 1.13 The Tenant shall use all reasonable care to ensure that timber, hedges and crops are not adversely affected during spraying and shall comply with the latest codes of best practice governing the use of pesticides.
- 1.14 The Tenant shall at the Tenant's own cost, keep and produce on request by the Landlord:
- (a) a record of all stocking and cropping on the Holding and of any produce (including livestock) sold off the Holding together with the dates of removal from the Holding and evidence of crops grown on the Holding during the term including pesticide application records, seed labels and seed invoices; and
 - (b) a record (together with vouchers and other satisfactory evidence) of all fertilisers applied to the land in the Holding including a record of what provision has been or is being made for the return to the Holding of the full equivalent manurial value of all crops, forage or other produce sold off or removed from the Holding.

- 1.15 The Tenant shall, in the last year of the term, return to the Holding the full equivalent manurial value of all crops, forage and other produce sold off or removed from the Holding.
- 1.16 The Tenant shall comply with all legislation controlling the pollution of water or ground water by any agricultural activity and shall comply with the terms of any water abstraction licence and any requirements of the Environment Agency. If any water abstraction licence is transferred to the Tenant, the Tenant will make any necessary applications and take any other action necessary to transfer any water abstraction licence back to the Landlord at the end of the term. The Tenant shall not:
- (a) breach the terms of any water abstraction licence in place on the Holding, and shall take all reasonable steps to maintain in force any such water abstraction licence;
 - (b) surrender any water abstraction licence in place on the Holding without the Landlord's prior written consent;
 - (c) permanently dam natural water supplies; or
 - (d) bore to obtain supplies of water for the purpose of irrigation of grassland or crops without the previous consent of the Landlord and the Environment Agency.
- 1.17 The Tenant shall comply with legislation concerning any scheduled monument, listed building, or site of special scientific interest on the Holding and shall:
- (a) not cause any damage or disturbance to any such monument, listed building or site;
 - (b) not use or allow others to use any metal detection equipment on any part of the Holding;
 - (c) not carry out any works on the Holding likely to interfere with any such monument, listed building or site except with the consent of the Landlord and, in relation to a scheduled monument, in accordance with a scheduled monument consent; and
 - (d) at all times comply with any maintenance as may be required by virtue of the listing or designation.
- 1.18 The Tenant will allow the Landlord to access the Holding for the purposes of filming and both parties agree the following provisions:

- (a) The Landlord and Tenant will work in partnership to accommodate the film crews in conjunction with the best management of the Holding.
- (b) 30% of the gross income derived from the filming contract is payable to the Tenant, payments are to be invoiced directly from the Tenant to the Landlord and payment is to be made within 21 days of receipt of the invoice.
- (c) The Tenant will be responsible for moving all livestock to accommodate such film crews, no livestock are to be moved by any third party and no livestock will be moved if that movement would become detrimental to the welfare of such livestock.
- (d) The Landlord will use reasonable endeavours to ensure that the film crews taking access to the Holding:
 - (i) pay proper compensation to the Tenant or make good any damage or loss caused as a direct result of their use of the Holding; and/or
 - (ii) pay such reasonable disturbance compensation to the Tenant in respect of any additional services required by the film crews to facilitate their use of the Holding and the wider use of the Landlord's adjoining property.

Executed as a deed by affixing hereunto the
COMMON SEAL of **SEAFORD TOWN**
COUNCIL

.....

Authorised signatory

.....

Name

Signed as a deed by **RHIANNON MASTERS**

in the presence of:

.....

Witness

Signature

.....

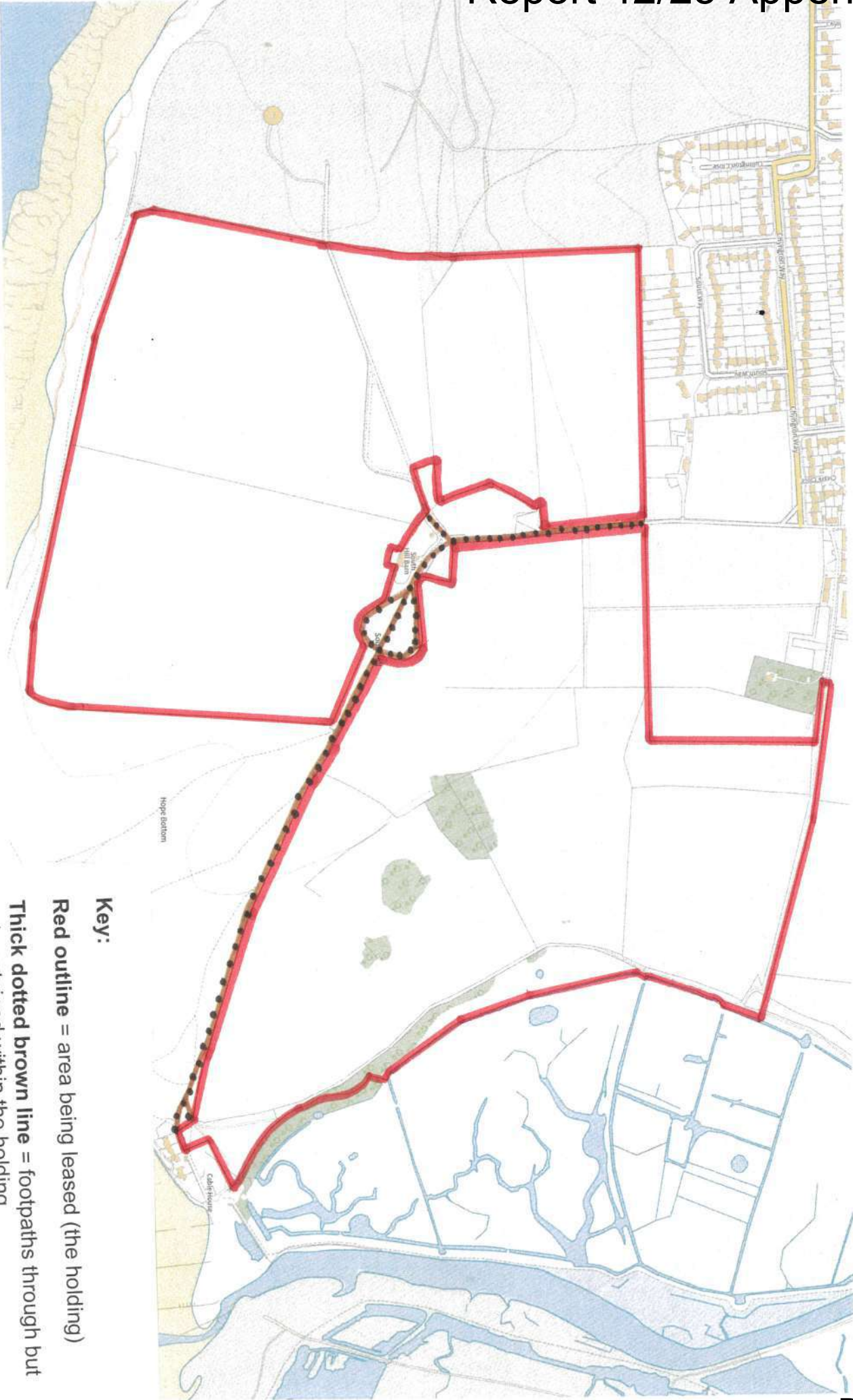
Name

.....

Address

.....

.....



Key:

Red outline = area being leased (the holding)

Thick dotted brown line = footpaths through but not contained within the holding



Seaford Town Council

Report No:	44/25
Agenda Item No:	18
Committee:	Full Council
Date:	26 June 2025
Title:	Final Approval of Granting a New Lease - The Base
By:	Natalie Simpson, Assets & Contracts Manager
Purpose of Report:	To seek approval of the granting of a new lease for The Base, as recommended by the Golf, Open Spaces & Climate Action Committee

Actions

Full Council is advised:

1. To consider the contents of this report
2. To recognise the recommendation from the Golf Open Spaces & Climate Action (GOSCA) Committee on 5 June 2025.
3. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To note the contents of this report.
2. To approve the granting of a new lease to members of The Base Committee.
3. To agree to delegate power to the Town Clerk to agree any minor changes whilst the lease is prepared and signed, under the proviso that any major changes that represent material changes to the terms would be brought back to Full Council for consideration.

1. Introduction

- 1.1 The Base, situated within The Salts Recreation Ground, is a facility available for hire by local residents, community groups and organisations.
- 1.2 The Base is run by The Base Committee who are all volunteers and operate on a not-for-profit basis.
- 1.3 Fees collected from hiring the venue helps fund music workshops, use of the rehearsal studio, and tuition for the youth of Seaford and surrounding areas free of charge.
- 1.4 **Appendix A** provides further background information on The Base.

2. Current Position

- 2.1 The lease of The Base to The Base Committee dated 1 April 2015 came to an end on 31 March 2025. The now expired lease is attached as **Appendix B** for reference.
- 2.2 Due to time constraints, a new lease was not able to be drafted and approved by Full Council before the former lease came to an end. As a result, and following legal advice, an interim Tenancy at Will (TaW) has been entered into which can be terminated at any time by either party.
- 2.3 The former (expired) lease was erroneously drafted in 2015 naming 'The Base Committee' as the Tenant. The Base Committee are unable to enter into a lease in their own name as they are not an incorporated entity and therefore have no legal identity. The draft lease, attached as **Appendix C**, has instead been drafted with members of The Base Committee named as the Tenant, which makes them personally liable for the lease obligations.
- 2.4 Officers are proposing the new lease should be granted to members of The Base Committee on broadly the same terms as those enjoyed during the former lease.

3. GOSCA Committee Considerations

- 3.1 Report 22/25 was considered by GOSCA on 5 June 2025 seeking agreement to recommend to Full Council the granting of a new lease.
- 3.2 As a result of the discussions in the Committee meeting – set out in further detail below - the following motion was passed:

It was **PROPOSED** to **REQUEST** that officers investigate comments made by members and that, subject to that, the Committee **RECOMMEND** to Full Council to approve the granting of a new lease to members of The Base

Committee. Furthermore, to **RECOMMEND** that Full Council delegates power to the Town Clerk to agree any minor changes whilst the lease is prepared and signed under the proviso that any major changes that represent material changes to the terms would be brought back to Full Council for consideration; the **MOTION** was **CARRIED**.

- 3.3** Whilst ultimately supportive of the new lease, members discussed the lack of data on the use and performance of The Base. This is now included as **Appendix A** to this Report.
- 3.4** Members also discussed the proposed lease period of 10 years and the potential for this to limit possible future options with the building. In contrast, however, members also discussed how this enables the tenants greater security in terms of applying for external funding and there being other, longer-term leases, onsite within The Salts. Having considered the discussion points and the fact that the Town Council has no current overarching strategic plan for The Salts as a whole site, officers are pursuing the recommendation of a 10 year lease.
- 3.5** Finally, members discussed the option for break clauses within the lease. Officers have reviewed this and, due to the relatively short length of the lease, and the absence of break clauses from other leases onsite, officers are not recommending that a break clause be included.

4. Legal Advice

- 4.1** Legal advice from the Town Council's solicitor recommended that a TaW be entered into for the interim period because granting an extension to the former lease would constitute a surrender and re-grant of the lease.
- 4.2** This would have meant The Base Committee members needing to sign new statutory declarations to exclude the lease from the security of tenure provisions preventing the lease becoming a protected tenancy.
- 4.3** Similarly, had the Town Council simply allowed The Base Committee to 'hold over' on the former lease beyond the term, the lease would have technically converted into a periodic tenancy which would have been protected by the security of tenure provisions.

- 4.4** The TaW was duly signed and executed by both the Town Council and members of The Base Committee on 10 April 2025 and will remain in place only until the new lease documentation can be completed.
- 4.5** The Town Council's Notice and Statutory Declaration, which will need to be declared by The Base Committee members before the new lease is completed to, agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy.

5. Disposal of Land

- 5.1** In 2003, a General Disposal Consent was issued which removed the requirement for local authorities in England to seek specific consent from the Secretary of State for disposal of land at an undervalue of less than £2million.
- 5.2** The Disposal Consent also applies to town and parish councils exercising the power of disposal in section 127 of the LGA Act 1972.
- 5.3** The General Disposal Consent permits disposal of land by a local authority at undervalue where:
- a) *the local authority considers that the purpose for which the land is to be disposed is likely to contribute to the achievement of any one or more of the following objects in respect of the whole or any part of its area, or of all or any persons resident or present in its area;*
 - i) *the promotion or improvement of economic well-being;*
 - ii) *the promotion or improvement of social well-being;*
 - iii) *the promotion or improvement of environmental well-being*
- 5.4** Officers are of the view the proposed ongoing use of The Base fulfils these objectives and therefore permits the Town Council to grant a lease to The Base Committee at undervalue.
- 5.5** As with all Town Council land within The Salts, there is a restriction on the title deeds that no disposition can be made without written consent signed by the Chief Executive or Solicitor of Lewes District Council. Officers have contacted Lewes District Council regarding this written consent and are awaiting a formal response. Should the granting of the lease be approved by Full Council, officers will not execute the lease until such times as the formal written consent is received from Lewes District Council.

6. Financial Appraisal

- 6.1** The lease legal costs will be approximately £1,600 plus VAT.
- 6.2** The Town Council has agreed with The Base Committee that both sides should be responsible for their own legal fees.
- 6.3** Costs relating to registration of the lease at the Land Registry are the responsibility of the Tenant.

7. Contact Officer

- 7.1** The Contact Officer for this report is Natalie Simpson, Assets & Contracts Manager.

APPENDIX A



THE BASE MEMBERS

GARY WARD CHAIRMAN

LUELLA ROLPH SECRETARY

PAT WHITE TREASURER

WE HAVE OTHER MEMBERS THAT WE CO OPT ON OUR EVENTS OR WHEN NEEDED

WE ARE A NON-PROFIT ORGANISATION RUN BY VOLUNTEERS

GENERAL RUNNING

BOOKING OF THE BASE IS DONE BY EITHER EMAIL, CALLING, TEXT OR MESSENGER TO LUELLA'S PHONE NUMBER, EMAIL ADDRESS OR THE BASE EMAIL ADDRESS.

WE HAVE FOUND IT EASIER TO BE DONE BY ONE PERSON TO SAVE CONFUSION OR DOUBLE BOOKING.

OPENING AND CLOSING OF THE BASE IS NORMALLY DONE BY LUELLA, SOMETIMES PAT IF LUELLA CANNOT GET THERE, LUELLA GOES IN BY KEY AND CHECKS THAT EVERYTHING IS OK AND THE ROOM IS READY TO USE. WE SUPPLY HOT DRINKS FOR FREE SO DATES ON THE MILK IS CHECKED OR NEW MILK OR BOUGHT AND PUT IN FRIDGE. OTHER THINGS REQUIRED FOR KITCHEN OR TOILET IS BOUGHT BY LUELLA AND REIMBURSED VIA THE HIRING FEES.

AS THE BANDS ARRIVE LUELLA THEN LEAVES AND RETURNS WHEN THEIR SESSION IS OVER TO CHECK THE EQUIPMENT AND ROOM IS PUT BACK AND TIDY. SHE THEN LOCKS UP UNTIL THE NEXT HIRING.

THIS CARETAKING IS DONE FOR FREE AS A VOLUNTEER THE ONLY MONEY TAKEN IS FOR DIESEL FOR THE TRIPS MADE TO OPEN AND CLOSE. THE TIME TAKEN FOR CARE TAKING, TIME SPENT BOOKING IN AND HIRING PUT ON SPREADSHEETS TO SEND TO TREASURER WHO PUTS ALL THE ACCOUNTS ON HER SYSTEM IS ALL DONE FOR FREE AS VOLUNTEERS TO BENEFIT THE BASE AND THE COMMUNITY.

LUELLA HOLDS A DBS FOR WHEN SHE OPENS TO THE UNDER 18-YEAR-OLD BANDS.

ANY HIRING DONE BY UNDER 18 YEAR OLDS HAVE TO HAVE AN ADULT WITH THEM, THE ADULT HAS TO HAVE A DBS AND THIS HAS TO BE SEEN BY THE MEMBERS OF THE BASE, ALL OTHER PARENTS OF THE UNDER 18 YEAR OLDS HAVE TO SIGN A DISCLAIMER FORM TO SAY THEY GIVE PERMISSION FOR THEIR CHILD TO BE IN THE BASE AND THAT THEY ARE AWARE OR HAVE SEEN THE DBS OF THE PARENT RESPONSIBLE FOR THE UNDER 18 YEAR OLDS.

HIRING FEES

OUR FEES ARE

£25 FOR 2 HOURS

£35 FOR 3 HOURS

£45 FOR 4 HOURS

THE BASE PAYS FOR ELECTRICITY, WATER, BUILDING INSURANCE CONTENTS INSURANCE, FUEL REIMBURSEMENT, SHOPPING AND PUBLIC LIABILITY

APPENDIX A



COMMITTEE FORMED NOVEMBER 2011

TO PROVIDE THE BASE AS A COMMUNITY FACILITY PROVIDING FREE SERVICES TO YOUNG PEOPLE AND CHILDREN.

TO RECYCLE THE MUSIC, HIRING THE BASE TO BANDS THAT PAY A HIRING FEE. WITH THE MONIES RAISED BY THE BASE WE ARE ABLE TO GIVE USE OF THE BASE FOR FREE TO UNDER 18'S, WE ALSO PROVIDE TUITION AND WORKSHOPS.

16/04/2012

THE BASE RECEIVED £250 DONATION FROM THE POLICE PROPERTY ACT TO HELP THE BASE ON THE WAY TO DOING PROJECTS FOR THE YOUTH

09/09/2012

THE FIRST BASE FREE OPEN AIR LIVE BAND EVENT ON THE SALTS TO GIVE BACK TO THE COMMUNITY, THE BASE RECEIVED £1600 DONATIONS FROM LOCAL BUSINESSES TO PUT ON THE EVENT

23/09/2012

ROYAL SOCIETY OF ST GEORGE DONATED TO THE BASE A DUAL MP3/CD PLAYER MIXER

01/10/2012

THE BASE RECEIVED £3500 GRANT FROM SEAFORD TOWN COUNCIL FOR THE BACK LINE EQUIPMENT

08/12/2012

THE BASE HAD A TRAILER WITH THE DRUM EQUIPMENT ON AT SEAFORD CHRISTMAS MAGIC AND WE DRESSED AS THE MUPPETS TO PROMOTE THE BASE.

14/01/2013

FIRST UNDER 16 BAND STARTED THEIR FREE SESSIONS IN THE BASE 25/04/2013

THE BASE RECEIVED TWO MICROPHONE, STANDS AND LEADS DONATED BY THE SEAFORD ROTARY

25/06/2013

THE BASE RECEIVED A DONATION OF £750 FROM THE KINGS CHURCH TO GO TOWARDS OUR LIVE EVENT FOR THE COMMUNITY

28/07/2013

THE SECOND BASE FREE OPEN AIR LIVE BAND EVENT ON THE SALTS TO GIVE BACK TO THE COMMUNITY

20/03/2014

THE BASE WAS TAKEN BACK BY THE TOWN COUNCIL CLERK IN A DISPUTE OVER LEASE AND MONEY

01/04/2015

THE BASE WAS GIVEN BACK TO THE COMMITTEE BY THE NEW TOWN CLERK AND WE SIGNED A 10 YEAR PEPPERCORN LEASE WITH THE COUNCIL

APPENDIX A

02/07/2015

APPLIED FOR SMALL GRANT FROM SEAFORD TOWN COUNCIL FOR SOUND PROOFING FOR THE BASE.
APPLICATION ACCEPTED AND AWARDED £350.

25/07/2015

THE SALTS FUN DAY RUN BY THE COUNCIL, THE BASE OPENED FOR PEOPLE TO COME
IN AND SEE WHAT WE ARE DOING AS A COMMITTEE AND TO SHOW THE BUILDING OFF TO PROMOTE THE
BAND REHEARSAL ROOM

02/11/2015

STARTED TO PUT UP THE SOUND PROOFING ON THE WALLS OF THE BASE

24/06/2016

THE BASE SPONSORED MAIN STAGE FOR SEAFORD MOTORFEST TO GIVE BACK TO THE COMMUNITY

16/01/2017

THE BASE IS AWARDED £9800 FROM THE LOTTERY AWARDS FOR ALL. THE GRANT WAS
AWARDED TO US TO PUT IN TOILET AND KITCHEN FACILITIES TO INABLE US TO USE
THE BUILDING FOR THE YOUTH AND PEOPLE WITH DISABILITIES. THE PUBLIC TOILETS IN THE
SALTS WERE NOT SUITABLE FOR US TO SEND PEOPLE HIRING OR USING THE BASE DOWN TO AT
NIGHT. WE NEEDED ALL OUR FACILITIES TO BE UNDER ONE ROOF

04/05/2017

WORKS STARTED ON PUTTING IN THE TOILET AND THE KITCHEN INTO THE BASE FROM THE LOTTERY
GRANT

25/06/2017

THE BASE SPONSORED MAIN STAGE FOR SEAFORD MOTORFEST TO GIVE BACK TO THE COMMUNITY

29/08/2017

NEW CARPET GOES DOWN IN THE BASE FUNDED BY THE BASE TO GO WITH THE NEW LAYOUT

23/03/2018

WE WERE APPROACHED BY SAM AN 18-YEAR-OLD WITH SPECIAL NEEDS WHO NEEDED A
SPACE FOR HER GROUP TO GET TOGETHER WITH THEIR CARERS TO PLAY AND
LISTEN TO MUSIC, WITH OUR NEW LOTTERY FUNDED FACILITIES WE WERE ABLE TO
OFFER THEM A SAFE PLACE TO MEET. WE WANTED TO GIVE THESE SESSIONS DURING THE
DAY EACH WEEK FOR FREE BUT THEY WANTED TO PAY A DONATION TOWARDS THE FEE FOR THEIR
INDEPENDENCE.THEY HIRED THE BASE EVERY WEEK RIGHT UP UNTIL MARCH 2020 AND STOPPED WHEN
WE WENT INTO LOCKDOWN.

24/06/2018

THE BASE SPONSORED MAIN STAGE FOR SEAFORD MOTORFEST TO GIVE BACK TO THE COMMUNITY

08/08/2018

THE BASE RAN 'FUN DRUMS' FOR THE UNDER 16'S WITH A PROFESSIONAL DRUM TEACHER FOR 1 ½
HOURS SESSION. TO GIVE BACK TO THE COMMUNITY, **26/08/2018**

THE BASE IN ASSOCIATION WITH VOCAL REPERTOIRE PRESENTS SEAFORD SOUNDS FREE LIVE OPEN
AIR MUSIC EVENT SADLY THIS WAS CANCELLED DUE TO BAD WEATHER.

07/10/2018

UNDER 16S BAND USED THE BASE FOR FREE EVERY WEEK INCLUDING SOME
WEEKENDS FOR 2HOUR SESSIONS FOR FREE UP UNTIL MARCH 2020 AND WE CLOSED FOR COVID
RESTRICTIONS

18/10/2018

THE BASE HELPED WITH THE USE OF THE BASE FOR FREE FOR A CHARITY DRUM
MARATHON FOR CRAIG WHO WAS RECEIVING HIS SECOND TREATMENT FOR CANCER, THE

APPENDIX A

DRUM MARATHON RAN FOR 52 HOURS BY 23 DRUMMERS,

CRAIG WORKED FOR MANY YEARS IN OUR LOCAL MUSIC SHOP WITH THE DRUMS IN BONNERS. THE BASE ALSO DONATED TO THEIR JUST GIVING PAGE.

30/03/2019

SECURITY PIR IP RATED LIGHTS INSTALLED BY ELECTRICIAN OUTSIDE THE BASE FOR THE PROTECTION OF THE PEOPLE HIRING THE BASE AND FOR THE VOLUNTEERS OPENING AND CLOSING AT NIGHT. THE LIGHTS WERE PAID FOR BY THE BASE.

23/06/2019

THE BASE SPONSORED MAIN STAGE FOR SEAFORD MOTORFEST TO GIVE BACK TO THE COMMUNITY

25/08/2019

SEAHAVEN BEER AND MUSIC FESTIVAL THE BASE TAKEOVER FROM 13.00-18.00 THE EVENT WAS PAID FOR BY SUSSEX EVENTS SO THE BASE PAID THEIR BANDS TO BE IN LINE WITH THE OTHER BANDS PLAYING AND GIVING BACK TO THE COMMUNITY BY SUPPLYING THEIR OWN BANDS.

28/06/2020

COVID HIT AND THE BASE CLOSED IN LINE WITH COVID REGULATIONS AND ALL EVENTS CANCELLED

01/03/2022

THE BASE REOPENS AFTER COVID LOCKDOWN IS LIFTED BUT LARGE EVENTS ARE STILL UNDER RESTRICTIONS

01/02/2023

UNDER 16 BAND CAME BACK TO HIRE THE BASE FOR FREE AS SOME WERE STILL UNDER 18 21/04/2023

INSIDE LIGHTS IN THE BASE NOT WORKING AND THEY NO LONGER MAKE THE LONG STRIP LIGHTS. THE BASE PAID FOR THE ELECTRICIAN TO COME AND REPLACE THE FAULTY LIGHTS WITH THE NEW LED LIGHTS WHICH ARE MORE ENERGY EFFICIENT

25/06/2023

THE BASE SPONSORED MAIN STAGE FOR SEAFORD MOTORFEST AS THEY ARE FINALLY ALLOWED TO GO AHEAD AFTER COVID RESTRICTIONS ON LARGE EVENTS ARE LIFTED AND THE BASE WANT TO GIVE BACK TO THE COMMUNITY WITH THIS MUCH NEEDED EVENT TO BRING EVERYONE TOGETHER AGAIN

24/07/2023

THE BASE HELP SUBSIDISED FEES FOR A DRUM TEACHER TO DO LESSONS FOR CHILDREN ONCE A WEEK THROUGH THE SUMMER HOLIDAYS AS HE NEEDED A SPACE TO RENT AS THE SCHOOLS WERE CLOSED. HE WOULD DO MAINTENANCE ON OUR DRUM KIT TO HELP US THIS IS STILL HAPPENING TO DATE. THIS HELPS 5 CHILDREN EVERY SATURDAY MORNING

09/09/2023

THE BASE HELP SUBSIDISE FEES FOR THE DRUM TEACHER TO START HIS TEACHING SESSIONS TO SCHOOL CHILDREN ON SATURDAY MORNINGS THROUGH THE YEAR SO HE CAN MAKE THE SESSIONS MORE ACCESSIBLE FOR FAMILIES. THIS HELPS 11 CHILDREN OVER THE SUMMER HOLIDAYS THROUGHOUT THE WEEKS DURING THE DAY.

19/04/2024

THE BASE IS HIRING TO AN UNDER 16'S BAND EACH WEEK FOR AN 1 ½ FOR SESSION FOR FREE

APPENDIX A

01/05/2024

OUR DRUM TEACHER HIRED THE BASE FOR ALL THE LOCAL DRUM TEACHERS HE KNOWS TO GET TOGETHER AND HAVE SOMEWHERE THEY CAN DRUM AND CATCH UP. THE BASE SUBSIDISED THE HIRING

23/06/2024

THE BASE SPONSORED MAIN STAGE FOR SEAFORD MOTORFEST TO GIVE BACK TO THE COMMUNITY

22/07/2024

THE BASE IS AWARDED A GRANT FROM SEAFORD TOWN COUNCIL FOR A NEW BASS AMP AS OUR EQUIPMENT IS NEARLY 10YEARS OLD AND THE BASS AMP IS VERY TEMPERAMENTAL FOR THE UNDER 16 BAND TO USE.

23/03/2025

BAND STARTED TODAY ALL MALE GROUP AGE 16, 18, 18 AND 25 ALL HAVE LEARNING DIFFICULTIES AND AUSTISM THEY ARE THERE WITH THEIR RESPONSIBLE ADULT WHO IS ONE OF THE PARENTS WITH DBS AND DISCLOSURE FORMS FILLED OUT BY EACH PARENT. THE BASE IS GIVING THE HIRE OF THE BUILDING AND EQUIPMENT FOR FREE.

22/06/2025

THE BASE WILL BE SPONSORING MAIN STAGE FOR SEAFORD MOTORFEST TO GIVE BACK TO THE COMMUNITY TO FOLLOW IN 2025

WAITING ON A DATE FROM THE LOCKSMITH TO COME AND MAINTAIN THE HINGES AND LOCKS ON THE BUILDING DUE TO WEATHER WEAR AND TEAR AS WE ARE SO CLOSE TO THE SEA ELEMENTS. THIS BILL WILL BE FUNDED BY THE BASE.

THE BASE CONTINUES HIRING TO OUR UNDER 16'S BAND EACH WEEK FOR AN 1 ½ FOR SESSION FOR FREE. WITH A YEARS WORTH OF HARD WORK THIS BAND WILL BE PLAYING AT 4PM ON SEAFORD MOTORFEST STAGE ON 22/06/25 WE ARE SO PROUD OF HOW FAR THEY HAVE COME WITH OUR SUPPORT.

DATED

e-EJ -----
April 2015

LEASE

relating to

THE BASE, THE SALTS, SEAFORD

between

SEAFORD TOWN COUNCIL

and

APPENDIX B

THE BASE COMMITTEE

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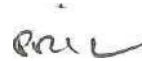
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This lease is dated



2015

HM Land Registry

Title number[sl: ESX290306

Administrative area: Lewes

PARTIES

- (1) Seaford Town Council of 37 Church Street, Seaford, East Sussex BN25 IHG (Landlord).
- (2) The Base Committee of The Salts Recreation Ground, Marine Parade, Seaford, East Sussex, BN25 IDR (Tenant).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Annual Rent: rent at the rate of £1 per annum.

Building: the whole of the building known as The Base shown edged blue on the plan

Interest Rate: 4% points above the base rate of Barclays Bank plc.

Permitted Use: The primary use of the building as is for a youth centre in particular for youth music and as an ancillary use the hiring of the building for bands to rehearse.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewerage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Term: a term of nine years 364 days beginning on, and including the date of this lease and ending on, and including

The Base : the Building known as the The Base within The Salts registered at the Land Registry under Title Number ESX290306

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 A reference to this lease, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

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1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease.

1.4 Unless the context otherwise requires, references to the Building are to the whole and any part of it.

1.5 A reference to the end of the Term is to the end of the Term however it ends.

1.6 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it.

1.7 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.8 A person includes a corporate or unincorporated body.

1.9 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this lease.

1.10 Clause headings do not affect the interpretation of this lease.

2. GRANT

2.1 The Landlord lets the Building together with the Landlord's fixtures and fittings in and upon the Building to the Tenant for the Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4

2.3 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, and all other sums due under this lease.

3. ANCILLARY RIGHTS

3.1 The Landlord grants the Tenant the following rights (the Rights) to use in common with the Landlord and any other person authorised by the Landlord:

APPENDIX B

- (a) the right of support and protection from those parts of the Building that afford support and protection for the Building at the date of this

lease and to the extent that such support and protection exists at the date of this lease, and

- (b) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of the Building which are in existence at the date of this lease), and
- (c) the right to enter any part of the Building that adjoins the Building so far as is reasonably necessary to carry out any works to the Building required or permitted by this lease.
- (d) the right to the use of the Deck for access into and out of the Building
- (e) the right to use the Deck for functions previously agreed in writing by the Landlord subject to the Tenant making good any damage caused to the Deck and indemnifying the Landlord in respect of any claims or losses arising out of the Tenant's use of the Deck for such functions

3.2 In relation to the Right mentioned in clause 3.1(b), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right will then apply in relation to the Service Media as re-routed or replaced.

3.3 Within one month after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord (the Reservations):

- (a) rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the Term,
- (b) the right to enter the Building for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other Building or to carry out any works to any other part of the Building, at any reasonable time after having given reasonable notice to the Tenant (and the notice need not be in writing and need not be given in the case of an emergency),

APPENDIX B

- (c) the right to build into any boundary of the Building, and to develop land other than the Building, whether or not such land is owned by the Landlord.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord will not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

5. THE ANNUAL RENT AND OTHER PAYMENTS

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it in advance on first day of each year of the Lease.

5.2 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewerage, telecommunications and data and other services and utilities to or from the Building. If any such costs are charged in respect of the Building together with the Deck, the Tenant shall pay a fair proportion (determined conclusively by the Landlord acting reasonably) of the total.

5.3 The Tenant shall pay all rates, taxes and other impositions payable in respect of the Building, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease, or
- (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

If any such rates, taxes or other impositions are payable in respect of the Building together with the Deck the Tenant shall pay a fair proportion (determined conclusively by the Landlord) of the total.

5.4 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.

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- 5.5 The Tenant shall pay the costs and expenses of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred

during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease.

- 5.6 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Interest Rate on that amount for the period from the due date to and including the date of payment.

- 5.7 The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

6. INSURANCE

- 6.1 The Landlord shall keep The Base insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord will inform the Tenant of relevant terms of its insurance policy.

- 6.2 The Council will invoice The Base Committee annually for the full cost of the Building insurance

- 6.3 Contents insurance will be taken out at the request of the Base Committee. Similarly The Council will secure contents insurance and invoice The Base Committee for the full cost.

- 6.4 If the Building is damaged or destroyed by any risk normally found in a comprehensive policy so as to make the Building unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Building fit for occupation and use within 12 months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.

- 6.5 If the Building is damaged or destroyed by a risk normally found in a comprehensive policy so as to make the Building unfit for occupation and use, then provided that:

- (a) Where a claim could be made and the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant

APPENDIX B

or any person at the Building with the actual or implied authority of the Tenant, and

- (b) the Landlord has not repaired the Building so as to make the Building fit for occupation and use within 12 months of it having been damaged or destroyed

the Tenant may determine this lease by giving notice to the Landlord.

6.6 In any case where the Tenant is able to terminate this lease pursuant to this clause (or would be able to if the period of 12 months mentioned in clause 6.5(b) had ended), then:

- (a) payment of the Annual Rent will be suspended, and
- (b) the Tenant shall not be liable to carry out any works of repair or decoration to the Building

until the Building has been repaired so as to make the Building fit for occupation and use or, if earlier, this lease is terminated.

6.7 If this lease is terminated pursuant to this clause, then the termination will be without prejudice to any right or remedy of either party in respect of any antecedent breach of the covenants of this lease.

6.8 Nothing in this clause shall oblige the Landlord to repair the Building above and beyond those obligations set out in clause 8.5 hereof.

6.9 The Tenant shall at all times maintain public liability insurance in respect of the Building.

7. PROHIBITION OF REGISTRATION AND DEALINGS

7.1 The Tenant shall not make any application to note this lease on the Landlord's registered title

7.2 The Tenant shall not assign, underlet, charge, part with possession or share occupation of this lease or the Building or hold the lease on trust for any person (except by reason only of joint legal ownership), nor grant any right or licence over the Building in favour of any third party.

8. REPAIRS AND DECORATION

8.1 The Tenant shall keep the Building clean and tidy, and the tenant shall keep the doors and hatches in good repair and the Building decorated inside.

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- 8.2 The Tenant shall keep in repair and in good decorative order all of the Tenant's additions made to the Building and the landlord's fixtures and fittings (damage by any insured risk excepted unless and to the extent that any act or omission of the Tenant renders the insurance money irrecoverable) and to renew and replace with new fixtures and fittings of a like nature all Landlord's fixtures and fittings relating to the Building which may become or be beyond repair at any time during or at the expiration or sooner determination of the term.
- 8.3 The Tenant shall keep the internal decorative surfaces and finishes of the Building in good repair,
- 8.4 The Landlord shall at all times during the Term keep the exterior of the Building, the roof and main structure of the building in good repair.
- 8.5 Nothing in this Lease shall require the Tenant to remedy any dampness in the Building or the ingress of water or the damage caused by it unless it results from a breach of covenant or negligence by the Tenant.
- 8.6 The Tenant is obliged to notify the Landlord of instances of dampness or ingress of water immediately.

9. ALTERATIONS AND SIGNS

- 9.1 The Tenant shall not without the prior written consent of the Landlord make any alteration to the Building (including any Service Media forming part of the Building), other than the installation and removal of non-structural, demountable fittings and provided that, where reasonably required by the Landlord, it removes any such fittings before the end of the Term and makes good any damage to the Building and to any part of the Building caused by any such installation or removal.
- 9.2 The Tenant shall not attach any sign, poster or advertisement to the Building so as to be seen from the outside of the Building, other than:
- (a) a fascia of a design and size approved by the Landlord, and
 - (b) such trade posters, notices and advertisements of a design, size and number and in positions that are appropriate to the nature and location of the Building and to the Permitted Use.

10. TENANT TO REMEDY BREACHES

The Landlord may enter the Building to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Building. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the

APPENDIX B

Landlord, in default of which the Landlord may enter the Building and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) will be a debt due from the Tenant to the Landlord and payable on demand.

11. USE

1 1.1 The Tenant shall not use the Building for any purpose except the Pennitted Use.

1 1.2 The Tenant shall not place or keep any items on any external part of the Building whether or not such items are for sale without the prior consent of the Landlord

1 1.3 The Tenant shall not leave any refuse on any street or pavement outside the Building except at such times and in such manner as accord with the arrangements for the collection of refuse from the Building by the local authority.

11.4 The Tenant shall load and unload goods only at such times as accord with any bylaws or parking restrictions imposed by the local authority.

1 1.5 The Tenant shall not use the Building, nor exercise the Rights:

- (a) for any illegal purpose, nor
- (b) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other Building, nor
- (c) in any way that would vitiate the Landlord's insurance of the Building, nor
- (d) in a manner that interferes with any right subject to which this lease is granted.

1 1.6 The Tenant shall not overload any structural pan of the Building nor any Service Media at or serving the Building.

12. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws relating to the Building and the occupation and use of the Building by the Tenant, to the use of all Service Media and machinery and equipment at or serving the Building, and to all materials kept at or disposed from the Building.

13. RETURNING THE BUILDING TO THE LANDLORD

APPENDIX B

13.1 At the end of the Term the Tenant shall return the Building to the Landlord in the condition required by this lease and will remove from the Building all stock and chattels belonging to or used by it.

13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any stock, chattels, fittings or items it has fixed to the Building and which have been left by the Tenant on the Building for more than ten working days after the end of the Term. The Landlord will not be liable to the Tenant by reason of that storage or disposal. The Tenant will indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

14. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenant in this lease, or from any act or omission of the Tenant or any person on the Building or the Building with its actual or implied authority.

15. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant will have quiet enjoyment of the Building without any lawful interruption by the Landlord or any person claiming under the Landlord.

16. CONDITION FOR RE-ENTRY

16.1 The Landlord may re-enter the Building at any time after any of the following occurs:

(a) any rent or recharge is unpaid 21 days after becoming payable, or (b) any breach of any condition or tenant covenant of this lease.

(c) the Tenant ceasing to actively use the Building as a youth centre for music open to the public.

16.2 If the Landlord re-enters the Building pursuant to this clause, this lease will immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

17. LIABILITY

APPENDIX B

- 17.1 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

18. NOTICES

- 18.1 Except in a case of emergency, any notice given pursuant to this lease must, unless otherwise stated, be in writing, and writing includes faxes but does not include email.
- 18.2 Within five working days after receipt of any notice or other communication affecting the Building the Tenant shall send a copy of the relevant document to the Landlord.

19. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

- 19.1 This lease constitutes the entire agreement and understanding of the Landlord and the Tenant relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement or understanding between them relating to it.
- 19.2 The Tenant acknowledges that in entering into this lease it has not relied on, nor will have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.
- 19.3 Nothing in this lease constitutes or will constitute a representation or warranty that the Building may lawfully be used for any purpose allowed by this lease.

19.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

20. MISCELLANEOUS

- 20.1 The parties agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this lease.
- 20.2 A person who is not a party to this lease will not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

APPENDIX B

20.3 This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

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

In Witness the Council has caused its Common Seal to be affixed to this Deed and the Tenant have signed this Deed the day and the year first before written

The Common Seal of Seaford Town Council was hereunto fixed to this Deed in the presence of:



Mayor of Seaford

Councillor

James R Corrigan
Town Clerk

Signed by the said

Secretary of the Base Management Committee in
the presence of:

Witness

Address

Signed by the said

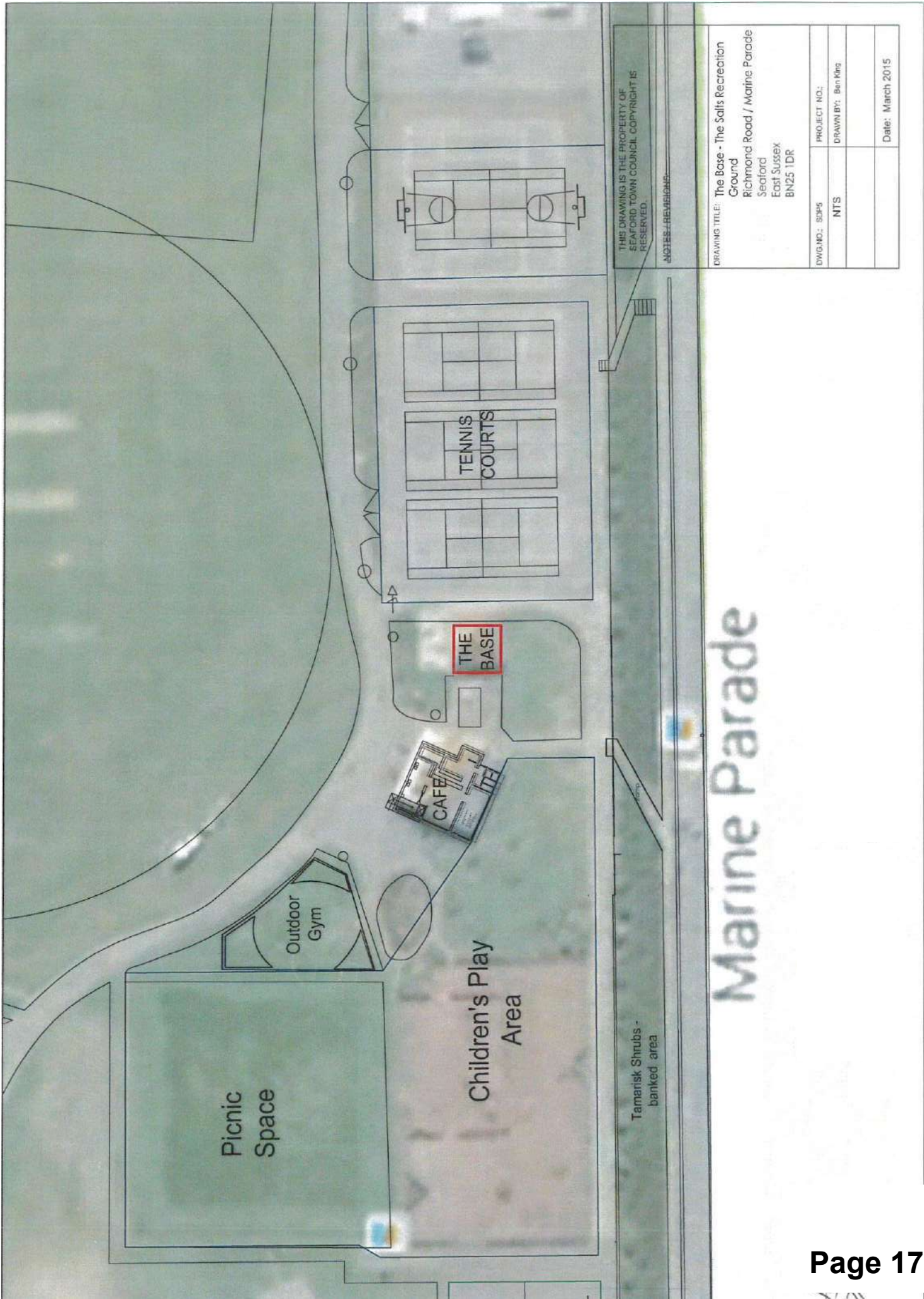
APPENDIX B

Member of the Base Management Committee in the presence of:

Witness

A black rectangular box redacting a signature.

.....



DATED

LEASE

relating to

Land and building known as The Base, within The Salts, Richmond Road, Seaford

between

SEAFORD TOWN COUNCIL

and

LUELLA ROLPH AND PAT WHITE ON BEHALF OF THE BASE COMMITTEE

Surrey Hills
Solicitors 

Surrey Hills Solicitors
Oak Green House
250 – 256 High Street
Dorking
Surrey RH4 1QT
Ref: SEAF001-05
V2 22.05.2025

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APPENDIX C

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

ESX290306

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

SEAFORD TOWN COUNCIL of 37 Church Street, Seaford, East Sussex BN25 1HG

Tenant

Luella Rolph and Pat White on behalf of The Base Committee both of [REDACTED]

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

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LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements set out in paragraph 1 of Schedule 2 to this lease are granted by this lease for the benefit of the Property.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements set out in paragraph 1 of Schedule 3 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for The Base Committee.

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This lease is dated

2025

PARTIES

- (1) SEAFORD TOWN COUNCIL of 37 Church Street, Seaford, East Sussex BN25 1HG
(Landlord)
- (2) LUELLA ROLPH and PAT WHITE on behalf of The Base Committee both of [REDACTED]
[REDACTED] (Tenant)

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

- 1 **Annual Rent:** rent at rate of £1 per annum
- 2 **Authorised Person:** any:
- 2a) undertenant or person deriving title under the Tenant;
 - 2b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
 - 2c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.
- 3 **CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).
- 4 **Contractual Term:** a term of 10 years from and including the date of this lease to and including 2035.
- 5 **Default Interest Rate:** 4% per annum above the Interest Rate.
- 6 **Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.
- 7 **Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

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- 8 **EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
- 9 **Excluded Insurance Items:** any:
- 9a) glass forming part of the Property; and
 - 9b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.
- 10 **Insolvency Event:** subject to clause 1.15, any one or more of the following:
- 10a) The Tenant is adjudged bankrupt under the Insolvency Act 1986;
 - 10b) the Tenant makes a proposal for or enters into an individual voluntary arrangement (IVA) with his or her creditors;
 - 10c) a bankruptcy petition is presented against the Tenant and not dismissed within 28 days;
 - 10d) the Tenant is unable to pay his or her debts as they fall due within the meaning of section 268 of the Insolvency Act 1986;
 - 10e) the Tenant enters into any composition, compromise or similar arrangement with creditors generally;
 - 10f) any distraint, execution or other legal process is levied against the Tenant's goods or possessions at the Premises and is not discharged within 10 Business Days; or
 - 10g) the making of a bankruptcy order against the Tenant.
- 11 **Insurance Rent:** the aggregate in each year of:
- 11a) the gross cost of any premiums that the Landlord expends (after any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Property (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;
 - 11b) the gross cost of the premium after any discount or commission for insurance for loss of Annual Rent from the Property for three years; and
 - 11c) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) and (b) of this definition.
- 12 **Insured Risks:** (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

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- 13 **Interest Rate:** the base rate from time to time of Barclays Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).
- 14 **IPT:** Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.
- 15 **Landlord's Neighbouring Property:** the freehold property known as Salts Recreation Ground, Richmond Road, Seaford BN25 1DR.
- 16 **LPA 1925:** Law of Property Act 1925.
- 17 **LTA 1927:** Landlord and Tenant Act 1927.
- 18 **LTA 1954:** Landlord and Tenant Act 1954.
- 19 **LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.
- 20 **Permitted Use:** as a youth centre for youth music and as an ancillary use for the hiring of the Property for bands to rehearse.
- 21 **Property:** the property described in **Schedule 1**.
- 22 **Property Damage:** damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.
- 23 **Property Plan:** the plan annexed to this lease at **ANNEX A** and marked "Property Plan".
- 24 **Rates and Taxes:** all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:
- 24a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease;
- 24b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.
- 25 **Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.
- 26 **Reinstatement Cost:** the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.
- 27 **Rents:** the rents set out in clause **2.2**.
- 28 **Rent Commencement Date:** the date of this Lease.
- 29 **Rent Payment Dates:** the date of this Lease and each annual anniversary.
- 30 **Reservations:** the rights excepted and reserved in paragraph **1** of **Schedule 3**.

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- 31 **Rights:** the rights granted in paragraph 1 of Schedule 2.
- 32 **Service Media:** all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
- 33 **Signs:** signs, fascia, awnings, placards, boards, posters and advertisements.
- 34 **Tenant Damage:** damage or destruction caused by an act or omission of the Tenant or any Authorised Person.
- 35 **Term:** the Contractual Term.
- 36 **Termination Date:** the date on which the Term ends (however it ends).
- 37 **Transaction:** is:
- 37a) any dealing with this Lease or the devolution or transmission of or parting with possession of any interest in it;
 - 37b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
 - 37c) the making of any other arrangement for the occupation of the Property.
- 38 **Uninsured Risks:** any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:
- 38a) of an exclusion imposed by the insurers; or
 - 38b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;
- 39 and **Uninsured Risk** means any one of the Uninsured Risks.
- 40 **Utilities:** electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.
- 41 **Utility Costs:** all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
- 42 **VAT:** value added tax or any equivalent tax chargeable in the UK.
- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.

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- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
- (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 39.1; and
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.3.
- 1.13 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of them.
- 1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:

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- (a) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.
- 2. Grant**
 - 2.1 The Landlord lets the Property to the Tenant:
 - (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) together with the Rights;
 - (d) excepting and reserving the Reservations; and
 - (e) subject to the Third Party Rights.
 - 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
 - (a) the Annual Rent;
 - (b) the Insurance Rent;
 - (c) all interest payable under this lease; and
 - (d) all other sums payable under this lease; and
 - (e) all VAT chargeable on the other rents set out in this clause 2.2.

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3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
- (b) that first instalment of Annual Rent shall be £1 for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

- 7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

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8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

11. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under:
 - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. Prohibition of dealings

The Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or

APPENDIX C

- (b) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

Nothing in this clause shall prevent short terms hiring of the Property.

13. Repair

13.1 The Tenant must:

- (a) subject to clause 13.3, keep the Property in good repair and condition ;
- (b) ensure that any Service Media forming part of the Property and all of the Landlord's fixtures and fittings are kept in good working order and to renew and replace with new fixtures and fittings of a like nature all Landlord's fixtures and fittings relating to the Property which may become or be beyond repair at any time during or at the expiration or sooner determination of the Term; and
- (c) keep the Property clean, tidy and clear of rubbish.

13.2 The Tenant's obligations under clause 13.1(a) shall not require the Tenant to put the Property into any better state of repair or condition than it was in at the date of this lease.

13.3 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

- (a) an Insured Risk unless and to the extent that:
 - (i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2(f) of Schedule 4); or
 - (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 4 or
- (b) Property Damage by an Uninsured Risk unless that damage is Tenant Damage.

13.4 Nothing in this Lease shall require the Tenant to remedy any dampness in the Property of the ingress of water or the damage caused by it unless it results from a breach of covenant or negligence by the Tenant.

13.5 The Tenant is obliged to notify the Landlord of any instances of dampness or ingress of water immediately.

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14. Decoration

14.1 The Tenant must:

- (a) decorate the interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
 - (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
 - (c) carry out the decoration of the interior of the Property required in the last three months before the Termination Date;
- to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

15. Alterations

15.1 Except as permitted by this clause 15, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

15.2 Any alterations permitted by this clause are subject to clause 15.7.

15.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.4 The Tenant may install or remove non-structural demountable partitioning at the Property without the consent of the Landlord provided that the Tenant must:

- (a) not carry out any such works until it has:
 - (i) provided details of the works to the insurers of the Property; and
 - (ii) at least 28 working days before commencing the works, given the Landlord 2 copies of the plans and specification for the works; and
- (b) make good any damage to the Property caused by the carrying out of those works.

15.5 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 15;
- (b) those alterations do not adversely impact on the structural integrity of the Property; and

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- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 15.6 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 15.7 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

16. Signs

- 16.1 The Tenant must not:
 - (a) display any Signs inside the Property that are visible from the outside; or
 - (b) attach any Signs to the exterior of the Property;

except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed), Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.
- 16.2 The Tenant must allow the Landlord to fix to and keep at the Property:
 - (a) during the 3 month period before the Termination Date, any re-letting board as the Landlord reasonably requires except where there is a genuine prospect of the Tenant renewing this lease and the Tenant is genuinely and actively pursuing that renewal; and
 - (b) at any time during the Term, any sale board as the Landlord reasonably requires.

17. Returning the Property to the Landlord

- 17.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 17.2 Subject to clause 17.3, the Tenant must by the Termination Date:
 - (a) remove:
 - (i) any tenant's fixtures from the Property;
 - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
 - (iii) any Signs erected by the Tenant at the Property; and
 - (b) make good any damage caused to the Property by the removal of those items and alterations.

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- 17.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 17.2(a)(i) and clause 17.2(a)(ii) shall not be removed pursuant to clause 17.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.
- 17.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 17.5 The Tenant:
- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
 - (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

18. Use

- 18.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 18.2 The Tenant must not:
- (a) Place or keep any items on any external part of the Property whether or not such items are for sale without the prior consent of the Landlord;
 - (b) Leave any refuse on the street or pavement outside the Property except at such times as in such manner as accord with the arrangement of the collection of refuse from the Property by the local authority;
 - (c) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;
 - (d) hold any auction at the Property;
 - (e) allow any use as to cause a nuisance or annoyance to any property that neighbours the Property;
 - (f) overload any part of the Property nor overload or block any Service Media at or serving the Property;
 - (g) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
 - (h) (except as permitted by clause 15.6) interfere with any Service Media at the Property;

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- (i) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
 - (j) allow any person to sleep at or reside on the Property.
- 18.3 The Tenant shall load and unload goods only at such times as accord with any bylaws of parking restrictions imposed from time to time by the local authority.

19. Exercise of the Rights

- 19.1 The Tenant must exercise the Rights:
 - (a) only in connection with the Tenant's use of the Property for the Permitted Use; and
 - (b) in compliance with all laws relating to the Tenant's use of the Property, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

20. Allow entry

- 20.1 Subject to clause 20.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:
 - (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
 - (b) at any reasonable time (whether or not during usual business hours); and
 - (c) with their workers, contractors, agents and professional advisers.
- 20.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

21. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses] and telephone numbers of at least two people who each:

- (a) hold a full set of keys for the Property;
- (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
- (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

22. Compliance with laws

- 22.1 The Tenant must comply with all laws relating to:
 - (a) the Property and the occupation and use of the Property by the Tenant;

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- (b) the use or operation of all Service Media, and any other machinery and equipment at or serving the Property whether or not used or operated;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed of from the Property.
- 22.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
 - (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 22.3 The Tenant must not:
 - (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works permitted under this lease); or
 - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 22.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 22.5 The Tenant must:
 - (a) comply with its obligations under the CDM Regulations;
 - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - (c) give that health and safety file to the Landlord at the Termination Date;
 - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
 - (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 22.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

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22.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

22.8 The Tenant must keep:

- (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably required by the Landlord; and
- (b) that machinery, equipment and alarms properly maintained and available for inspection.

23. Energy Performance Certificates

23.1 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

23.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

23.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

- (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
- (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

23.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

24. Third Party Rights

The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

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24.2 The Tenant must:

- (a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

25. Encroachments and preservation of rights

25.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

25.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

25.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

25.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

25.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

26. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value

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of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

27. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

28. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

29. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

30. Scaffolding

30.1 In relation to any scaffolding erected pursuant to paragraph 1.5 of Schedule 3, the Landlord must:

- (a) ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
- (b) remove the scaffolding as soon as reasonably practicable;
- (c) following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and

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- (d) if the scaffolding obstructs any of the Tenant's Signs erected at the Property, allow the Tenant to display on the exterior of the scaffolding a reasonable number of signs of sizes and designs and in locations approved by the Landlord (such approval not to be unreasonably withheld or delayed).]

31. Re-entry and forfeiture

31.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

31.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

32. Section 62 of the LPA 1925

32.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

33. Exclusion of sections 24 to 28 of the LTA 1954

33.1 The parties:

- (a) confirm that:
 - (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
 - (ii) [] [DECLARANT'S NAME] who was duly authorised by the Tenant to do so made a statutory declaration dated [] [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) there is no agreement for lease to which this lease gives effect; and
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

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34. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

35. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

36. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

37. Breach of repair and maintenance obligation

37.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

37.2 Following the service of a notice pursuant to clause 37.1, the Landlord may enter the Property and carry out the required works if the Tenant:

- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
- (b) is not carrying out the required works with all due speed.

37.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 37.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

37.4 Any action taken by the Landlord pursuant to this clause 37 shall be without prejudice to the Landlord's other rights (including those under clause 31).

38. Notices

38.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

- (a) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

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- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
 - (b) by pre-paid first-class post or other next working day delivery service:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.
- 38.2 If a notice complies with the criteria in clause 38.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
 - (a) delivered by hand, at the time the notice is left at the proper address; or
 - (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 38.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 39. Consents and approvals**
- 39.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
 - (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 39.2 If a waiver is given pursuant to clause 39.1, it shall not affect the requirement for a deed for any other consent.
- 39.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
 - (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 39.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

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- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any consent or approval from a third party.

40. VAT

- 40.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 40.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 40.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

41. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

42. Entire agreement

- 42.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 42.2 Each party acknowledges that in entering into this lease it does not rely on any representation or warranty (whether made innocently or negligently).
- 42.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 42.4 Nothing in this clause shall limit or exclude any liability for fraud.

43. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

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44. Governing Law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

45. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

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

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Schedule 1 Property

1. The land and building known as land a building known as The Base, within The Salts, Richmond Road, Seaford registered under title number ESX290306 and shown edged red on the Property Plan.

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Schedule 2 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1 A right of access over the Landlord's Neighbouring Land for the purpose of access and egress from the Property.;
 - 1.2 The right to support and protection for the Property from the Landlord's Neighbouring Property to the extent that the Landlord's Neighbouring Property provides support and protection to the Property at the date of this lease.
 - 1.3 The right to use and to connect to any Service Media at the Property that belong to the Landlord and served but do not form part of the Property;
 - 1.4 The right to enter any part of the Landlord's Neighbouring Property as far as reasonably necessary to carry out works to the Property required or permitted by this Lease.

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Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 29, the right to enter the Property for any other purpose mentioned in or connected with:
 - (a) this lease;
 - (b) the Reservations; or
 - (c) the Landlord's interest in the Property or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - (a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and
 - (b) install and construct Service Media at the Property to serve the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and]
 - (c) re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 Subject to the Landlord complying with clause 30, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
 - 2.2 May be exercised by:
 - (a) the Landlord;
 - (b) anyone else who is or becomes entitled to exercise them; and

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- (c) anyone authorised by the Landlord.
- 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Property.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

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Schedule 4 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Property insured against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 4 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Property that form part of the Property unless:
 - (i) those alterations are permitted or required under this lease;
 - (ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - (c) the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Landlord to provide insurance details

- 2.1 In relation to any insurance effected by the Landlord under this Schedule 4, the Landlord must:
- (a) at the request of the Tenant supply the Tenant with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums; and
 - (iii) details of any commission paid to the Landlord by the Landlord's insurer;
 - (b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change.

3. Tenant's obligations

- 3.1 The Tenant must pay to the Landlord on demand:

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- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

3.2 The Tenant must:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Property may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Property;
- (e) except for the Excluded Insurance Items, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person.

4. Landlord's obligation to reinstate following damage or destruction by an Insured Risk

4.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:

- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

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- (b) reinstate the Property except that the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;
 - (iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (iv) reinstate after a notice to terminate has been served pursuant to this Schedule 4.
- 4.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 4.1(b) of this Schedule, the Landlord must:
 - (a) use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule for the purposes of that reinstatement; and
 - (b) make up any shortfall out of its own funds.
- 5. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk**
- 5.1 Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Property Damage occurred.
- 6. Property Damage by an Uninsured Risk**
- 6.1 Within 12 months from and including the date on which that Property Damage occurred, the Landlord must either:
 - (a) terminate this lease by giving notice to the Tenant; or
 - (b) notify the Tenant that it intends to reinstate the Property at its own cost.
- 6.2 If the Landlord notifies the Tenant under paragraph 6.1(b) that it intends to reinstate the Property, then the Landlord must use:
 - (a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
 - (b) its own monies to reinstate the Property but the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;

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- (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (iii) reinstate after a notice to terminate has been served pursuant to this Schedule 4.

6.3 If paragraph 6.1 applies but the Landlord has not served a notice under either paragraph 6.1(a) or paragraph 6.1(b) by the date which is 12 months from and including the date on which the relevant Property Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use.

7. Consequences of termination

7.1 If either party gives a notice to terminate this lease in accordance with this Schedule 4:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Property shall belong to the Landlord.

8. Tenant Damage

8.1 If any damage to or destruction of the Property by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the Property but if the Landlord chooses to do so, the Tenant must pay on demand all costs incurred by the Landlord in reinstating.

THE COMMON SEAL of SEAFORD
TOWN COUNCIL was hereto affixed in
the presence of:

.....
Authorised Signatory

.....
Authorised Signatory

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Signed as a deed by Luella Rolph in the presence of:

.....

[SIGNATURE OF **Tenant**]

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Signed as a deed by Pat White in the presence of:

.....

[SIGNATURE OF **Tenant**]

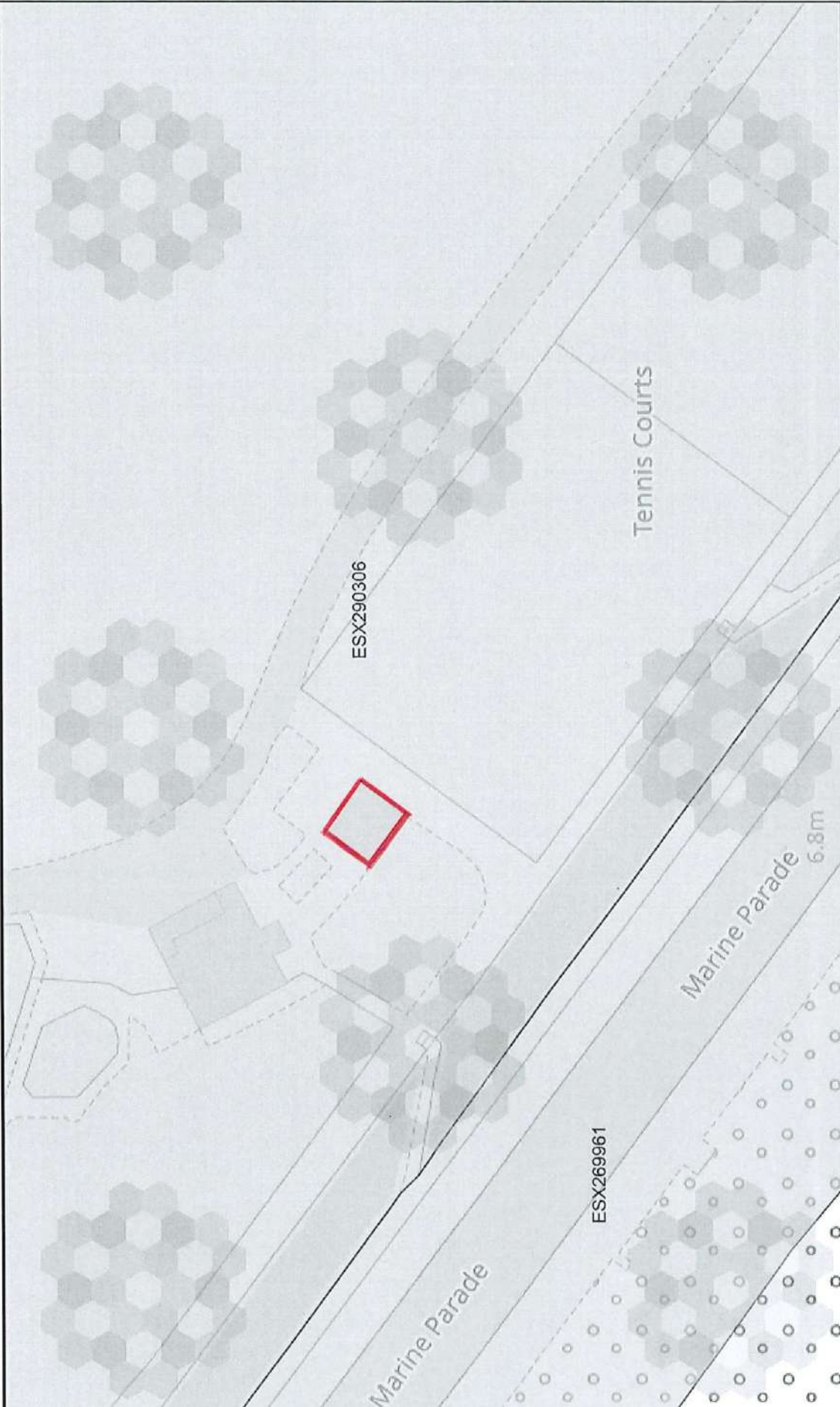
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[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

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ANNEX A Property Plan



Map scale 1:625

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Seaford Town Council

Report No:	39/25
Agenda Item No:	19
Committee:	Full Council
Date:	26 June 2025
Title:	Devolution Priority Programme – Update
By:	Steve Quayle, Town Clerk
Purpose of Report:	To update Councillors on the developments within the devolution agenda and how it relates to Lewes District Council assets

Actions

Full Council is advised:

1. To consider the contents of the report and ask questions
2. To agree on five members to form the Working Group
3. To move to a vote on the motions below

Recommendations

Full Council is recommended:

1. To note the contents of the report.
2. To approve the establishment of a Devolution Asset Working Group.
3. To approve the Working Group to oversee the process of identifying potential District Council assets that the Town Council may be interested in acquiring under a Local Control Transfer, and referring these to Full Council for consideration.

1. Information

- 1.1** Councillors will be aware that East Sussex (along with West Sussex and Brighton & Hove) has been chosen by the Government to become part of

the Devolution Priority Programme, meaning it has become one of the selected regions to move forward at pace towards a Unitary authority model, alongside a Mayoral Combined County Authority covering the wider county. More information about this agenda can be found [here on the relevant gov.uk webpage](#).

- 1.2 The current proposals, which are still being consulted on and are thus subject to change, would see the dissolution of Lewes District Council on 1 April 2028.
- 1.3 On this date the assets and services provided by the District Council would become 'vested' in the new Unitary authority by statutory order.

2. Lewes District Council Corporate Property & Assets Strategy

- 2.1 On 5 June 2025, the Lewes District Council Cabinet approved a Corporate Property & Assets Strategy to provide a framework which will help inform the District Council regarding its assets between now and its dissolution.
- 2.2 It is a key principle that the District Council's housing stock is off limits and will not be part of this strategy.
- 2.3 Each of the District Council's non-housing assets will be treated in one of three ways, as detailed in their [Appendix 1, attached here](#):
 - (a) **Legacy Retention** – the vast majority of assets will fall under this heading – this is where the District Council believes the asset will support the needs of the successor authority.
 - (b) **Local Control Transfer** – where there is a clear case for retaining local control or management of a key asset and it meets their 'Local Control Transfer' principles the District Council will consider transferring the asset to town or parish councils, or potentially to third parties.
 - (c) **Asset Disposal** – where the District Council considers an asset will not support the needs of the successor authority and is not suitable for a Local Control Transfer it may be disposed of.
- 2.4 [Papers supporting the Cabinet meeting](#) make clear that for a Local Control Transfer to be agreed by the District Council it must represent value for money for local council tax payers, and clear evidence must exist to demonstrate the transfer will be sustainable for the transferee and the local community, with careful consideration given to the impact on the local council tax precept.

- 2.5** In addition, for parks and green spaces the District Council will consider assigning them as Fields in Trust or designating them as local green spaces through the local plan or neighbourhood plan to protect them as green areas of special importance to the local community.

3. Discussions with the District Council

- 3.1** Officers have met with senior officers from the District Council to initiate discussions about the above framework. The District Council is keen to understand which key local assets the Town Council may be interested in acquiring through a Local Control Transfer.
- 3.2** Once identified, costs and income will then be identified for each asset where available, to enable proper consideration of the realities of a transfer taking place and possible impacts on local council tax precepts. Legal due diligence will be undertaken once assets are identified to feed into the decision-making process.
- 3.3** Officers have been advised the Town Council should in the first instance study the District Council's asset register to identify potential assets that it may be interested in acquiring. Once identified the District Council will provide more information about those assets such as financial and liability aspects, contracts or leases on the site, and any TUPE rules that may apply, so the Town Council can begin to discuss and prepare the business case for transferring the asset.
- 3.4** Any transfers cannot be net detrimental to the new Unitary authority, ie. by taking away big income generating assets and leaving costly assets for the successor authority to pick up (asset stripping). However, packages of assets could potentially be bundled together, where one asset is income generating and another will require investment so they may become justifiable to transfer together.
- 3.5** Proposals for asset transfers will be considered by the District Council Strategic Property Board, and they could be transferred either as a freehold interest or under a long lease, with the freehold transferring to the new Unitary authority on vesting day.
- 3.6** The District Council will work constructively with the Town Council to consider possible covenants on transfers covering the future use of the land. As part of this conversation officers have already asked the District

Council to consider removing the restrictions that exist on the parcels of land that were ceded back to the Town Council between 2001 - 2005 which lead to the Town Council requirement to obtain written consent from the District Council before any disposals of land can take place.

- 3.7** Officers have been advised that the District Council legal team does not have unlimited resources to process all the potential legal transfers that this process might cause across the district, and so the Town Council should focus on the assets its desires the most in the first instance.

4. The Next Steps – Working Group Formation

- 4.1** The terms of reference of the Devolution Asset Working Group will be as follows:
- 4.2** Purpose: to work alongside officers to identify a list of District Council assets that may be of interest to the Town Council.
- 4.3** Once an initial list is identified, officers would then seek to make initial enquiries on a case-by-case basis with the District Council to obtain the costs and income of the various assets, and other relevant factors, as detailed in **3.2** and **3.3** above. Once received, this information would then be considered by the Working Group before making a decision whether or not to propose a business case application for the specific asset.
- 4.4** For those assets the Working Group feel should be applied for, a report will be presented to the next Full Council for consideration as to whether or not the Town Council wishes to pursue a business case application to acquire the asset via a Local Control Transfer process.
- 4.5** If Full Council approves the proposal of a business case application for the acquisition of an asset, officers would then undertake the detailed work needed with the District Council to affect this transfer.
- 4.6** Membership: five councillors, working alongside relevant officers (specific officers to be identified).
- 4.7** Chair: the working group will identify its own chair at its first meeting or subsequently as required thereafter.
- 4.8** Reporting: the group will report back to Full Council as set out within the purpose.
- 4.9** Timescales: at this stage it is envisaged the Working Group would remain constituted for the medium term to work through the details and proposals

for each asset that the Town Council may become interested in acquiring. From the guidance offered by the District Council this process is likely to be quite a long one with each asset being considered one at a time.

4.10 Approval: ultimate approval of the decision relating to assets will sit with Full Council.

4.11 Status: this is a working group and therefore is not bound by Standing Orders.

5. Financial Appraisal

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

6. Contact Officer

6.1 The Contact Officer for this report is Steve Quayle, Town Clerk.



Seaford Town Council

Report No:	49/25
Agenda Item No:	20
Committee:	Full Council
Date:	26 June 2025
Title:	Introduction of Strategic Plan Refresh
By:	Steve Quayle, Town Clerk
Purpose of Report:	To introduce the Town Clerk's desire to refresh the Town Council's Strategic Plan 2023 - 2027 by devising a simpler, SMART strategy document to guide the remainder of the administration

Actions

Full Council is advised:

1. To consider the outline proposals and ask questions.
2. To agree on five members to form part of the Working Group.
3. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To approve the establishment of a Strategic Plan Refresh Working Group.
2. To approve the Working Group to devise a new draft strategy document.
3. To request the new draft strategy document is brought to Full Council in October 2025 for consideration.

1. Information

- 1.1** The Town Council devised and approved a Strategic Plan for 2023 - 2027 in late 2023.

1.2 The document sets out six key aims detailed [here on the Town Council's website](#).

1.3 Within the written plan there are sections relating to:

- (a)** Mission Statement
- (b)** Town Council's Aims
- (c)** Delivery of the Aims
- (d)** Projects List
- (e)** Area Plans
- (f)** Risk Register
- (g)** Budget

1.4 The document runs to 53 pages.

2. Strategic Plan Refresh

2.1 During the intervening time, since the Strategic Plan was created, the Town Council has undergone a number of issues and challenges. Senior officers (including the former Town Clerk) have left the Town Council, a period of severe short-staffing was experienced throughout 2024 - 2025, a comprehensive staff review has taken place and is currently being implemented, a new committee structure has been approved and implemented which alters the focus and responsibilities of the committees, The View has been outsourced, and a new Town Clerk has recently been appointed.

2.2 As a result of the above, the operation of today's Town Council looks and feels different to the Town Council of 2023.

2.3 Feedback has been received that the current Strategic Plan is very lengthy, overly strategic with non-specific themes, and this has combined to make it feel inaccessible by some commentators. In addition, many of the projects detailed within Section 5 of the plan have either been completed, or subsequent Town Council decisions have altered the focus of the proposal. To this end, the Town Council seeks to take an ambitious approach and plan for more project outcomes between now and 2027

2.4 The plan has also suffered from a lack of officer time, caused by depleted numbers of staff (working well over capacity) having to instead focus most of their time on 'firefighting' urgent day to day reactive issues.

- 2.5 As such, it is proposed that the time is now right for the Strategic Plan to be revisited and refreshed to become a more focused, simpler, SMART (specific, measurable, achievable, realistic, timebound) strategy document that can be brought forward for Full Council's consideration.
- 2.6 The proposed Strategic Plan would look to cover the remainder of this administration's time in office between now and 2027 when the next ordinary elections are due to take place.

3. Strategic Plan Refresh Working Group - Formation

- 3.1 The terms of reference of the Strategic Plan Refresh Working Group will be as follows:
- 3.2 Purpose: to work with officers to devise a simpler, SMART strategy document for consideration by Full Council and to become the catalyst of the Town Council to inform workload focus between now and 2027.
- 3.3 Membership: five councillors, working alongside relevant officers (specific officers to be identified).
- 3.4 Chair: the working group will identify its own chair at its first meeting or subsequently as required thereafter.
- 3.5 Reporting: the group will report back to Full Council as set out within the purpose.
- 3.6 Timescales: The working group would look to work dynamically throughout the intervening period to create the output at pace.
- 3.7 The proposal would see a streamlined draft Strategic Plan being compiled by the working group and brought back to Full Council in October 2025 for discussion and potential adoption.
- 3.8 The timing of the refreshed Strategic Plan, if approved, would coincide with the onboarding of the Deputy Town Clerk and Head of Place officers, who would then have a clear, fresh set of objectives and goals to focus upon during their first 18 months in post.
- 3.9 Approval: ultimate approval of the revised strategy document will sit with Full Council.
- 3.10 Status: this is a working group and therefore is not bound by Standing Orders.

4. Financial Appraisal

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

5. Contact Officer

5.1 The Contact Officer for this report is Steve Quayle, Town Clerk.



Seaford Town Council

Report No:	45/25
Agenda Item No:	21
Committee:	Full Council
Date:	26 June 2025
Title:	Adoption of the Revised Standing Orders
By:	Georgia Raeburn, Governance & Policy Manager
Purpose of Report:	To present the annual review of the Town Council's Standing Orders policy document, as recommended by the Finance & General Purposes Committee

Actions

Full Council is advised:

1. To consider the proposed Standard Orders policy document and ask any questions.
2. To move to a vote on the motion below

Recommendations

Full Council is recommended:

1. To adopt the Standing Orders policy document as presented with report 45/25.
2. To note the work that is continuing by officers to review the criteria and process around a councillor's vacation of office by failure to attend meetings, the consideration of apologies at Town Council meetings, and the linkage between Town Council policies.

1. Introduction

- 1.1** As a core part of a local council's governance documents, it is considered best practice that local councils review their Standing Orders annually.

- 1.2 The National Association of Local Councils (NALC) oversees the national model standing orders, which all parish and town councils are recommended to adopt.
- 1.3 In March 2025, NALC issued revised model Standing Orders, which can be found on the [NALC website](#).
- 1.4 At its meeting on 11 June 2025, the Finance & General Purposes (F&GP) Committee considered proposed revisions to the Town Council's Standing Orders in accordance with changes to the model. This report is presenting the revised document for adoption whilst also updating on some discussion points raised by the Committee.

2. Information

- 2.1 The model contains changes to two sections, which have been tracked on the attached Appendix A, and are as follows:
 - (a) **Standing Order 14, document page 24-25:** this change sees the retention of the bold order at new section 14.a (which is legally required) but removal of the more procedural parts of the text. Officers do not have any concerns with the removal of this text, as descriptive process within a policy document can cause issues if following that process is going to be challenging in practice.
 - (b) Discussion by the F&GP Committee: the Committee discussed this change and raised concerns about the reasons for the removal of the text, in particular the apparent removal of confirmation of an investigation into complaints and a subsequent report being provided to the Town Council for its consideration. Officers agreed to look further into this and report back.
 - (c) Officer Review: officers have spoken with Lewes District Council's Monitoring Officer about the changes. The Monitoring Officer confirmed that the text removed only applies to those complaints which they deem as worthy of investigation – of which 90% are not – and in these cases where the advice used to be that parish and town councils are informed of this upfront, it is now considered best practice for the councillor to retain confidentiality about the complaint until such times as the formal investigation is concluded and a finding has been found. At this point, if they are found to have breached the Code of Conduct then this will be

taken to Full Council. This is considered consistent with the principle of innocent until proven guilty.

- (d) Outcome: considering the response and clarity from the Monitoring Officer, officers are not recommending any further changes to the revised document as presented.
- (e) **Standing Order 18, page 27-28**: there is a minor change to order 18.a.v. at the top of page 28, to update the contract value to reflect the Financial Regulations, which is the figure including VAT (£30,000).
- (f) The model contains further sections 18 c, d & e, but the Town Council has previously taken the decision to incorporate these sections in its Financial Regulations, as they relate to procedural procurement matters and are better sited in the Regulations along with the other financial guidance and stipulations. As a result of this previous decision sections 18 c, d & e do not appear in the policy document. Officers can confirm that the Town Council's Financial Regulations, as adopted in March 2025, do reflect the revised model Standing Orders in this respect.
- (g) Discussion by F&GP: the Committee did not raise any comments or concerns with these changes.

2.2 In addition to the changes presented, the Committee did discuss two further points relating to the Standing Orders, as follows:

- (a) **Vacation of Office by Failure to Attend Meetings**
- (b) Section 85 of the Local Government Act 1972 (LGA) states that a councillor will automatically vacate office if they fail to attend a meeting during a six-month period unless the failure was 'due to some reason approved by the authority before the expiry of that period'. A meeting attended may be a Full Council meeting, committee or sub-committee meeting, or even a meeting of an outside body that that councillor is formally appointed as an outside body representative of.
- (c) Committee members queried the logistics of the six-month absence and the approval being given by the authority to avoid automatically vacating office i.e. if a councillor submitting apologies, that are accepted at a meeting, suffices to satisfy this requirement in section 85 of the

LGA. If this were the case, whether or not a council can reject apologies submitted.

- (d) Officer Review: This is not currently set out within Standing Orders, save for the inclusion at 3.p.ii that the minutes of a meeting will record councillor apologies noted at the meeting. Officers have revisited reference books but subsequently submitted a query to East Sussex Association of Local Councils (ESALC) for their interpretation, as the LGA wording could be interpreted in differing ways.
- (e) ESALC has confirmed that a council approving councillor apologies at any meeting that councillor was due to attend (Full Council, committee or sub-committee) or attendance at a meeting as an appointed outside body representative is deemed satisfactory to 'reset' the six-month period.
- (f) Officers are continuing to explore the logistics of this, including: how a council could not approve a councillor's apologies (any guidance or criteria for this), changes needed to the Town Council's agenda wording and meeting protocol to ensure that apologies are considered and voted upon, how attendance at an outside body meeting is recorded (as officers are not always automatically aware of this), and any subsequent changes to Town Council policy as a result of the above.
- (g) In light of the work still to be undertaken, officers are recommending that the revised Standing Orders be adopted but recognising that further work will continue investigating the above and a report brought back to Full Council at a future meeting.
- (h) **Linkage to Other Policies**
- (i) The Committee discussed the importance of there being a clearly defined link between Standing Orders and other relevant Town Council policies, to ensure councillors and policy users are aware and understanding of the policies that apply whilst carrying out business of the Town Council.
- (j) Officer Review: this is not currently something that features within the Town Council's Standing Orders or the national model. Officers recommended at the F&GP meeting that this form part of a larger piece of work that will be carried out during this municipal year, looking at the

internal control systems relating to policies in particular clearly recording linkage between policies. This will reduce the risk of policies contradicting each other or becoming out of date or unfit for purpose. As part of this work being undertaken in this municipal year, officers will consider how best to make reference to other related policies within the policy documents themselves.

3. Financial Appraisal

3.1 There are no direct financial implications as a result of this report

4. Contact Officer

4.1 The Contact Officer for this report is Georgia Raeburn, Governance & Policy Manager.



Seaford Town Council

Standing Orders

2025 Review Version

Policy Ref.	C7	
Date Last Adopted	25 th July 2024	
Date of Next Review	June 2025	
Possible Prompts for Earlier Review	<ul style="list-style-type: none"> • Change in national model Standing Orders 	
Previous Adoption Dates	June 2023 May 2022 August 2021 June 2020 June 2019 May 2018	May 2017 May 2016 November 2014 June 2013 June 2012 March 2011
Author	Town Clerk	

Standing Orders

Introduction

Standing Orders are the written rules of Seaford Town Council. They are used to confirm the Town Council's internal organisation, administrative procedures, procedural matters for meetings and enable good and effective working relationships between officers and members.

Meetings of Full Council and its committees, councillors, the Proper Officer and Responsible Financial Officer are subject to many statutory (legal) requirements. The Standing Orders confirm those statutory requirements.

These Standing Orders are based on the national model produced by the National Association of Local Councils (NALC). Standing orders that are within bold type contain statutory requirements and it is therefore recommended that councils adopt them without changing them. Other standing orders not in bold are designed to help the Town Council operate effectively but do not contain statutory requirements so they may be drafted or amended to suit the Town Council's needs.

The Town Council has a suite of other policies that may be made mention to in the Standing Orders. The Town Council has its adopted Financial Regulations which regulate and control the financial affairs and accounting procedures of the Town Council.

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1 Rules of debate at all meetings

General Debate

- a Councillors shall address the presiding Chair.
- b A councillor shall indicate that they wish to speak by raising a hand and councillors shall be heard in the order in which they indicated. If two or more councillors indicate at once, the presiding Chair shall call upon one of them to speak before the other.
- c When given permission by the Chair of the meeting to speak councillors shall stand whilst addressing the Chair (except when a councillor has a disability or is likely to suffer discomfort). The Chair of the meeting may at any time permit a councillor to be seated when speaking.
- d Whenever the presiding Chair speaks during a debate all other councillors shall be silent.
- e These rules apply to Full Council as well as committee and sub-committee meetings, with the exception of 1c above which only applies to Full Council meetings.

Motions

- f Debate on an agenda item can and usually will take place prior to any motion being made.
- g Reports, and motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the Chair of the meeting.
- h A motion (including an amendment) shall not be progressed unless it has been proposed and seconded.
- i A motion on the agenda that is not proposed and seconded may be treated by the Chair of the meeting as withdrawn.

- j If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.

Amendments

- k An amendment is a proposal to remove or add words to a recommendation or motion. It shall not negate the motion.
- l If an amendment to the original recommendation or motion is carried, the amended motion becomes the substantive motion upon which further amendment(s) may be moved.
- m An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the Chair of the meeting, is expressed in writing to the Chair.
- n A councillor may move an amendment to their own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- o If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the Chair.
- p Subject to Standing Order 1(q) below, only one amendment shall be moved and debated at a time, the order of which shall be directed by the Chair of the meeting.
- q One or more amendments may be discussed together if the Chair of the meeting considers this expedient but each amendment shall be voted upon separately.
- r A councillor may not move more than one amendment to an original or substantive motion.
- s The mover of an amendment has no right of reply at the end of debate on it.
- t Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate of the first amendment or at the very end of debate on the final substantive motion

immediately before it is put to the vote.

Debate on Motions

- u Unless permitted by the Chair of the meeting, a councillor may speak once in the debate on a motion except:
 - i. to speak on an amendment moved by another councillor;
 - ii. to move or speak on another amendment if the motion has been amended since they last spoke;
 - iii. to make a point of order;
 - iv. to give a personal explanation; or
 - v. in exercise of a right of reply.
- v With the exception of 1(u) above, the Chair will only allow a councillor to speak again if the councillor is introducing new information.
- w When a motion is under debate, no other motion shall be moved except:
 - i. to amend the motion;
 - ii. to proceed to the next business;
 - iii. to adjourn the debate;
 - iv. to put the motion to a vote;
 - v. to ask a person to be no longer heard or to leave the meeting;
 - vi. to refer a motion to a committee or sub-committee for consideration;
 - vii. to exclude the public and press;
 - viii. to adjourn the meeting; or
 - ix. to suspend particular Standing Order(s) excepting those which reflect mandatory statutory requirements.
- x Before an original or substantive motion is put to the vote, the Chair of the

meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived their right of reply.

- y Excluding motions moved under Standing Order 1(w) above, the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed three minutes without the consent of the Chair of the meeting.

Voting

- z The Chair of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise their casting vote whether or not they gave an original vote.

See Standing Orders 5(i) and (j) below for the different rules that apply in the election of the Chair of the Town Council at the Annual Meeting of the Town Council.

- aa **Unless Standing Orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor the voting on any question shall be recorded so as to show how each councillor present voted. Such a request shall be made before or after the vote** but certainly before moving on to the next item of business on the agenda.

Point of Order

- bb During the debate of a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking.

A councillor raising a point of order shall identify the Standing Order which they consider has been breached or specify the other irregularity in the proceedings of the meeting they are concerned by.

- cc A point of order shall be decided by the Chair of the meeting and their decision shall be final.

2 Disorderly conduct at meetings

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly – this includes councillors, officers, members of the public or other third parties present. If this Standing Order is ignored, the Chair of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the Chair of the meeting to moderate or improve their conduct, any councillor or the Chair of the meeting may propose that the person be no longer heard or excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under Standing Order 2(b) above is ignored, the Chair of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

3 Meetings generally

- a **Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other suitable premises are available free of charge or at a reasonable cost.**
- b **A minimum of three clear days' notice of Full Council meetings must be given to councillors and the public. The minimum three clear days for notice of a meeting must not include:**
 - 1. **the day on which notice was issued**
 - 2. **the day of the meeting**
 - 3. **a Sunday**
 - 4. **a day of the Christmas break, a day of the Easter break, a bank holiday or a day appointed for public thanksgiving or mourning**

- c A minimum of three clear days' notice of a committee or sub-committee meeting must be given to councillors and the public. The minimum three clear days for notice of a meeting must not include:
 - 1. the day on which notice was issued
 - 2. the day of the meeting
- d The notice referred to at 3b and 3c above refers to the public notice of the meeting and the summons served upon councillors to attend said meeting (the front sheet of the agenda pack). The Town Council also issues supporting reports with the agenda, in order to ensure that councillors have at least three clear days
- e **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**
- f Members of the public who are present at meetings during public participation may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda, subject to the Town Council's Public Participation policy.
- g A person present at a meeting may not create an oral report or oral commentary (such as, for example, using an audio recorder to record that person's commentary on the meeting, or to take that person's verbal notes of the meeting) about a meeting as it takes place without permission from the meeting Chair. This is so as to prevent disruption to or confusion at the meeting.
- h **Subject to Standing Order 3 (f), a person attending the meeting is permitted to film, photograph, make an audio recording of the meeting, or other means, in order to enable those not present to see or hear an accurate account of the meeting as it takes/took place or later in order to give them an accurate oral or written account of the meeting.**

- i The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
- j Subject to Standing Orders which indicate otherwise, anything authorised or required to be done by, to or before the Chair of the Town Council may in their absence be done by, to or before the Vice-Chair of the Town Council (if any).**
- k The Chair, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Vice-Chair, if present, shall preside. If both the Chair and the Vice-Chair are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
- l Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors or non-councillors with voting rights present and voting.**
- m A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Town Council's Code of Conduct in a matter being considered at a meeting is Subject to statutory limitations or restrictions under the Code on their right to participate and vote on that matter.**
- n No business may be transacted at a meeting unless at least one-third of the whole number of members of the Full Council or committee are in attendance at the meeting (regardless of if they have declared an interest and abstained from voting or exited the meeting for an agenda item) and in no case shall the quorum of a meeting be less than three.**

See Standing Order 4d(viii) below for the quorum of a committee or sub-committee meeting.
- o If a meeting is or becomes inquorate no business shall be transacted and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.**

- p The minutes of a meeting shall include an accurate record of the following:
 - i. the time and place of the meeting;
 - ii. the names of councillors present and absent, noting those that have given apologies;
 - iii. interests that have been declared by councillors and non-councillors with voting rights;
 - iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
 - v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
 - vi. if there was a public participation session; and
 - vii. the resolutions made.
- q A meeting shall not exceed a period of three hours, except where a motion is passed by the meeting to extend beyond three hours.
- r In the event that a larger number of people than that which can be accommodated are present for a single item, it must be decided by Full Council (or committee) on whether to proceed with the item or adjourn or defer the matter for subsequent debate at a larger venue.
- s All formal meetings of Full Council and its committees must be administered by an appropriate Town Council Officer or, where that is not deemed appropriate, by an officer sourced from another local authority or authorised local government body.

4 Committees, sub-committees and working groups

Part 1 - Committees & Sub-Committees

- a The Town Council can operate two different types of committee or sub-committee;
 - i. Standing committees/sub-committees, which have ongoing responsibilities concerning the performance of the statutory powers and functions of the Town Council and related work.
 - ii. Advisory committees/sub-committees, which are usually created with short-term responsibilities or where the terms of reference do not fall within those of an existing committee.
- b Reference to a 'committee' or 'sub-committee' within the Standing Orders document refers to both standing and advisory committees/sub-committees.
- c **Unless Full Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- d **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Town Council.**
- e **Unless Full Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- f Councillors who cannot attend a committee or sub-committee can appoint any councillor to attend in their absence as a voting ex-officio member (a 'substitute'). The absent councillor must advise the Town Clerk or Committee Clerk of the nomination.

- g All councillors who are not members of a committee (save for those attending as a substitute as per Standing Order 4f above) are entitled to attend the said meeting and participate but not vote and will leave for any confidential items of business.
- h Exempt committee papers for all committees and sub-committees will be issued to committee members and any substitutes but not non-committee or non-sub-committee councillors.
- i Any exception to the 4(g) or 4(h) above would be determined by the Proper Officer in consultation with Chair of the relevant committee, but councillors must understand that some matters will be confidential to the members of the meetings.
- j Full Council may appoint standing committees or advisory committees as may be necessary, and:
 - i. shall determine their terms of reference;
 - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of Full Council;
 - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
 - iv. shall, subject to Standing Orders 4(c) above, appoint and determine the terms of office of members of such a committee;
 - v. may, subject to Standing Orders 4(f) to (i) above, appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer before the meeting that they are unable to attend;
 - vi. shall, after it has appointed the members of a standing committee, appoint the Chair of the standing committee;

- vii. shall permit a committee other than a standing committee, to appoint its own Chair at the first meeting of the committee;
- viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which shall be no less than three;
- ix. shall determine if the public may participate at a meeting of a committee;
- x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
- xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
- xii. may dissolve a committee or sub-committee.

Part 2 – Working Groups

- k Full Council or one of its committees or sub-committees may appoint a working group to undertake a specific task.
- l Working groups are not subject to those Standing Orders relating to committees/sub-committees. For clarity, working group meetings are not public meetings; there are no notice or minutes requirements and no right for the public to access the meetings.
- m When a working group is established, its parent committee will determine clearly defined terms of reference, including whether or not the group has the ability to co-opt its own members, whether councillors or non-councillors.
- n Working groups will not have any decision-making powers beyond the ability to co-opt their own members, whether councillors or non-councillors. A working group will usually report back to its parent committee, making recommendations for decisions to be made.
- o Working groups are not usually subject to being re-established at each annual meeting (as committees/sub-committees are), save for in an ordinary election year where a change in councillors may mean this is required.

- p A working group will dissolve when its terms of reference have been completed or its parent committee determines the group's work has finished.

5 Ordinary Full Council meetings

- a In an election year, the annual meeting of the Town Council shall be held on or within 14 days following the day on which the new councillors elected take office.
- b In a year which is not an election year, the annual meeting of the Town Council shall be held on such day in May as the Town Council may direct.
- c If no other time is fixed, the annual meeting of the Town Council shall take place at 7pm.
- d In addition to the annual meeting of the Town Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Town Council directs.
- e The first business conducted at the annual meeting of the Town Council shall be the election of the Chair and Vice-Chair (if any) of the Town Council.
- f The Chair of the Town Council, unless they have resigned or become disqualified, shall continue in office and preside at the annual meeting until their successor is elected at the next annual meeting of the Council.
- g The Vice-Chair of the Town Council, if any, unless they resign or become disqualified, shall hold office until immediately after the election of the Chair of the Town Council at the next annual meeting of the Town Council.
- h In an election year, if the current Chair of the Town Council has not been re-elected as a member of the Town Council, they shall preside at the meeting until a successor Chair of the Town Council has been elected. The current Chair of the Town Council shall not have an original vote in respect of the election of the new Chair of the Town Council but must give a casting vote in the case of an equality of votes.

- i In an election year, if the current Chair of the Town Council has been re-elected as a member of the Town Council, they shall preside at the meeting until a new Chair of the Town Council has been elected. They may exercise an original vote in respect of the election of the new Chair of the Town Council and must give a casting vote in the case of an equality of votes.**
- j Following the election of the Chair of the Town Council and Vice-Chair (if any) of the Town Council at the annual meeting of the Town Council, the business of the annual meeting shall include:

 - i. In an election year, delivery by the Chair of the Town Council and councillors of their acceptance of office forms unless the Town Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chair of the Town Council of their acceptance of office form unless the Town Council resolves for this to be done at a later date;**
 - ii. Confirmation of the accuracy of the minutes of the last meeting of Full Council;
 - iii. Receipt of the minutes of the last meeting of a committee;
 - iv. Consideration of the recommendations made by a committee;
 - v. Appointment of members to existing committees;
 - vi. Appointment of any new committees in accordance with Standing Order 4 above;
 - vii. Review of representation on or work with external bodies and arrangements for reporting back;
 - viii. In an election year, to make arrangements with a view to the Town Council becoming eligible to exercise the general power of competence in the future;
 - ix. Review of inventory of land and assets including buildings and office equipment;

6 Extraordinary meetings of Full Council and committees and sub-committees

- a An extraordinary meeting can be defined as a meeting that has not been previously agreed by Full Council (a committee or sub-committee) and is scheduled on a needs basis during a municipal year.
- b **The Chair of the Town Council may convene an extraordinary meeting of Full Council at any time.**
- c **If the Chair of the Town Council does not or refuses to call an extraordinary meeting of Full Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of Full Council. The public notice giving the time, place and agenda for such a meeting must be signed by the two councillors.**
- d The Chair of a committee or a sub-committee may convene an extraordinary meeting of the committee or the sub-committee at any time.
- e If the Chair of a committee or a sub-committee does not or refuses to call an extraordinary meeting within seven days of having been requested by to do so by two members of the committee or the sub-committee, any two members of the committee or the sub-committee may convene an extraordinary meeting of a committee or a sub-committee.
- f The convening of extraordinary meetings (whether under 6b - e above) will be done in collaboration with the Proper Officer. If this is not possible, this will be undertaken in collaboration with the officer that will administer the meeting in accordance with Standing Order 3r.
- g The Proper Officer looking to arrange an extraordinary meeting will do so in consultation with the relevant meeting Chair and where there is a clear justification for an additional meeting.

7 Previous resolutions

- a A resolution shall not be reversed within six months except either by:
 - i. a special motion, which requires written notice by at least 50% plus one of those in attendance at the meeting where the original decision took place, to be given to the Proper Officer in accordance with Standing Order 9 below, or
 - ii. by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to Standing Order 7(a) above has been disposed of, no similar motion may be moved within a further six months.

8 Voting on appointments

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

9 Preparation of agendas

- a The Town Council's Agendas & Minutes Policy sets out information and processes relating to agendas for Full Council, committee and sub-committee meetings.
- b With regards to motions that are considered at these meetings, these will come about in one of three ways:
 - i) motions presented within a report accompanying the agenda (see section 9.1 below)

ii) motions that a councillor wishes to include on an agenda and that required written notice (see section 9.2 below)

iii) motions that can be raised in the meeting by a councillor and require no written notice (see section 9.3 below)

9.1 Motions within reports

- a The most common method for motions being presented at a meeting are those included within the written report accompanying the agenda for that meeting. The suggested motions are listed at the start of the report, in the 'recommendations' section.
- b The meeting clerk will liaise with the Chair in advance of the meeting to discuss the reports that are scheduled to be presented at the upcoming meeting, and the motions within the report i.e. the decisions that meeting is being asked to consider.

9.2 Motions for a meeting that require written notice to be given to the Proper Officer

- a The preferred operation of the Town Council is for councillors and officers to work in partnership to prepare reports for motion at meetings where this is necessary (as per motions at 9.1 above). However, if a councillor wishes to prepare a report alone the procedure below has to be followed.
- b A motion shall relate to the responsibilities of the meeting which it is tabled for and in any event, shall relate to the performance of the Town Council's statutory functions, powers and obligations or an issue which specifically affects the Town Council's area or its residents, such as national policies or those of a principal authority, waste services, anti-social behaviour, transport / education / health infrastructure etc.
- c No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 14 clear days before the meeting. Clear days do not include the day of the notice

or the day of the meeting.

- d The Proper Officer may, before including a motion on the agenda received in accordance with Standing Order 9(b) above, correct obvious grammatical or typographical errors in the wording of the motion.
- e The motion shall be included on the agenda with a brief covering report from the Proper Officer, appending the councillor motion.
- f If the Proper Officer considers the wording of a motion received in accordance with Standing Order 9(b) above is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it in writing to the Proper Officer so that it can be understood at least seven clear days before the meeting.
- g If the wording or subject of a proposed motion is considered to be improper by the Proper Officer, the Proper Officer shall consult with the Chair of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- h Subject to Standing Order 9(f) above, the decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- i Motions received shall be recorded and numbered in the order that they are received.
- j Motions rejected shall be recorded with an explanation by the Proper Officer for their rejection, which will have been informed to the proposer of the motion.

9.3 Motions at a meeting that do not require written notice

- a The following motions may be moved at a meeting without written notice to the Proper Officer;
 - i. to correct an inaccuracy in the draft minutes of a meeting;
 - ii. to move to a vote;

- iii. to defer consideration of a motion;
- iv. to refer a motion to a particular committee or sub-committee;
- v. to appoint a person to preside at a meeting;
- vi. to change the order of business on the agenda;
- vii. to proceed to the next business on the agenda;
- viii. to require a written report;
- ix. to appoint a committee or sub-committee and their members;
- x. to extend the time limits for speaking;
- xi. to exclude the press and public from a meeting in respect of confidential or sensitive information which is prejudicial to the public interest;
- xii. to not hear further from a councillor or a member of the public;
- xiii. to exclude a councillor or member of the public for disorderly conduct;
- xiv. to temporarily suspend the meeting;
- xv. to suspend a particular Standing Order (unless it reflects mandatory statutory requirements);
- xvi. to adjourn the meeting; or
- xvii. to close a meeting.

11 Management of information

See also Standing Order 20.

- a The Town Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data.**
- b The Town Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Town Council's**

retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).

- c The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.**
- d Councillors, staff, the Town Council's contractors and agents shall not disclose confidential information or personal data without legal justification.**

12 Draft minutes

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with Standing Order 10(a)(i) above.
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the Chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the Chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, they shall sign the minutes and include a paragraph in the following terms or to the same effect:

“The Chair of this meeting does not believe that the minutes of the meeting of the () held on [date] in respect of () were a correct record but their view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings.”
- e Upon a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes for which approved minutes exist shall be destroyed.

13 Code of conduct and dispensations

See also Standing Order 3(o) above.

- a All councillors and non-councillors with voting rights shall observe the Code of Conduct adopted by the Town Council.
- b Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from the meeting room when it is considering a matter in which they have a prejudicial interest (whether pecuniary or non-pecuniary). They may return to the meeting after it has considered the matter in which they had the interest.
- c When declaring a non-prejudicial interest, the councillor or non-councillor with voting rights will inform the meeting if they intend to remain in the meeting room, take part in the discussion and / or take part in the vote. A councillor may wish to seek the advice of the meeting Clerk or Chair on this, ideally ahead of the meeting or alternatively, as soon as the interest is realised and declared.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e Dispensation requests raised before a meeting shall be determined by the Proper Officer. Where a dispensation request is raised at the start of the meeting, this shall be determined by the Council / committee itself under the guidance of the Proper Officer or meeting clerk.
- f A dispensation request shall confirm:
 - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
 - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
 - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
 - iv. an explanation as to why the dispensation is sought.

- g Subject to Standing Orders 13(d) and (e) above, dispensations requests shall be considered by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required.
- h **A dispensation may be granted in accordance with Standing Order 13(e) above if having regard to all relevant circumstances the following applies:**
 - i. **without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business or;**
 - ii. **granting the dispensation is in the interests of persons living in the Town Council's area or;**
 - iii. **it is otherwise appropriate to grant a dispensation.**

14 Code of conduct complaints

- ~~a — Upon notification by the District Council that it has deemed a complaint worthy of investigation that a councillor or non-councillor with voting rights has breached the Town Council's Code of Conduct, the Proper Officer shall, subject to Standing Order 11 above, report this to Full Council.~~
- ~~b — Where the notification in Standing Order 14(a) above relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chair of the Town Council of this fact, and the Acting Proper Officer shall assume the duties in relation to the complaint until it has been determined and Full Council has agreed what action, if any, to take in accordance with Standing Order 14(d) below.~~
- ~~c — The Town Council may:~~
 - ~~i. — provide information or evidence where such disclosure is necessary to progress an investigation of the complaint or is required by law;~~
 - ~~ii. — seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter.~~

da — Upon notification by the District Council that a councillor or non-

councillor with voting rights has breached the Council's Code of Conduct, Full Council shall consider what, if any, action to take against them. Such action excludes disqualification or suspension from office. ~~The District Council's Monitoring Officer will submit a report containing recommendations for Full Council to consider.~~

15 Proper Officer

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Town Council to undertake the work of the Proper Officer when the Proper Officer is absent (known as the Acting Proper Officer).
- b The Proper Officer shall (either themselves or via delegation to other officers N.B. that emboldened items may not be delegated other than to the designated Acting Proper Officer):
 - i. **At least three clear days before a meeting of Full Council, a committee or a sub-committee,**
 - **Serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillors has consented to service by email), and**
 - **Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Town Council convened by councillors is signed by them).**
 - ii. Subject to Standing Order 9 above, include on the agenda all motions in the order received unless a councillor has given written notice at least seven days before the meeting confirming their withdrawal of it;
 - iii. **convene a meeting of Full Council for the election of a new Chair of the Town Council, occasioned by a casual vacancy in their office;**
 - iv. **facilitate inspection of the minute book by local government electors;**

- v. **receive and retain copies of byelaws made by other local authorities;**
- vi. retain acceptance of office forms from councillors;
- vii. retain a copy of every councillor's register of interests;
- viii. assist with responding to requests made under the freedom of information legislation and rights exercisable under data protection legislation, in accordance with and subject to the Town Council's policies and procedures relating to the same;
- ix. receive and send general correspondence and notices on behalf of the Town Council except where there is a resolution to the contrary;
- x. assist in the organisation of, storage of, access to, security of and destruction of information held by the Town Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
- xi. arrange for legal deeds to be executed;
See also Standing Order 22 below.
- xii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Town Council in accordance with its Financial Regulations.
- xiii. record every planning application notified to the Town Council and the Town Council's response to the local planning authority in a book for such purpose;
- xiv. refer a planning application received by the Town Council to the Chair or in their absence Vice-Chair (if any) of the Planning & Highways committee within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Planning & Highways committee;
- xv. manage access to information about the Town Council via the publication scheme; and
- xvi. retain custody of the seal of the Town Council which shall not be used

without a resolution to that effect.

See also Standing Order 23 below.

16 Responsible Financial Officer

- a The Town Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

17 Accounts and accounting statements

- a “Proper practices” in Standing Orders refer to the most recent version of Governance and Accountability for Local Councils – a Practitioners’ Guide (England).
- b All payments by the Town Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council’s Financial Regulations.

18 Financial controls and procurement

- a The Town Council shall consider and approve Financial Regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the Town Council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the Town Council’s accounts and/or orders of payments; and

- v. whether contracts with an estimated value below £2530,000 including VAT or due to special circumstances are exempt from a tendering process or procurement exercise.
- b Financial Regulations shall be reviewed regularly and at least annually for fitness of purpose.

19 Handling staff matters

- a A matter personal to a member of staff that is being considered by a meeting of Full Council OR the Personnel Committee is subject to Standing Order 11 above.
- b The Town Clerk shall manage the Town Council's sickness absence in accordance with Town Council Policy.
- c The Town Council's Appraisal Policy sets out the details of the annual review of performance, including those for the Town Clerk.
- d All staff grievances will be conducted in accordance with the Town Council's Grievance Policy.
- e Any persons responsible for all or part of the management of staff shall treat the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters as confidential and secure.
- f The Town Council shall keep all written records relating to employees secure. All paper records shall be secured and locked and electronic records shall have access restricted accordingly and be encrypted.
- g In accordance with Standing Order 11(a), unless authorised in advance by the Town Clerk, only managers with line management responsibilities shall have access to staff records referred to in Standing Orders 19(e) and (f) above if so justified.

20 Responsibilities to provide information

See also Standing Order 21.

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

21 Responsibilities under data protection legislation

(Below is not an exclusive list).

See also Standing Order 11.

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

22 Relations with the press/media

- a Requests from the press or other media for an oral or written comment or statement from the Town Council, its councillors or staff shall be handled in accordance with the Town Council's Press & Media Policy, Press Release Procedure and Communications Strategy.

23 Execution and sealing of legal deeds

See also Standing Orders 15(b)(xii) and (xv) above.

- a A legal deed shall not be executed on behalf of the Town Council unless authorised by a resolution.
- b Subject to Standing Order 23(a) above, the Town Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.**

24 Communicating with District and County or Unitary councillors

- a An invitation to attend a meeting of Full Council shall be sent, together with the agenda, to the ward councillors of the District and County Councils representing the area of the Town Council.
- b Where deemed necessary by the relevant officer, correspondence sent to the District or County Councils shall be copied to the relevant District or County councillor(s).

25 Councillor activities

- a. The Town Council's Councillor Officer Protocol sets out the roles and responsibilities of councillors and officers, and how both work in partnership to ensure the success of the Town Council.

- b. Unless authorised by a resolution, no councillor shall:
 - i. inspect any land and/or premises which the Town Council has a right or duty to inspect (this does not apply to publicly accessible property); or
 - ii. issue orders, instructions or directions to any member of staff or contractor carrying out work on behalf of the Town Council.
- c. Subject to Standing Order 25a, councillors are encouraged to:
 - i. maintain open communication with the electorate, members of public, local businesses and other routes in which to ensure they can represent the wishes and needs of the town.
 - ii. sit on Town Council committees, sub-committees and/or working groups and partake in meetings and the decision-making process.
 - iii. attend and support Town Council events and public activities.
 - iv. represent the Town Council on identified outside bodies, maintain two-way communications for the betterment of both parties.
 - v. help positively promote the work and activities of the Town Council within the local communities and wider area.
 - vi. work collaboratively with officers for the benefit of the Town Council and town.
 - vii. familiarise themselves with Town Council policy documents.
 - viii. bring to the attention of relevant councillors, Chairs or officers, anything that they believe is relevant to the business and activities of the Town Council.
 - ix. monitor their own attendance at Town Council meetings to ensure they do not automatically vacate their office as a result of six months of inactivity (officers can provide greater clarity on this requirement).
 - x. commit to enacting their role and duties in accordance with the Member's Code of Conduct.

26 Standing Orders generally

- a All or part of a Standing Order, except one that incorporates mandatory statutory requirements (those in bold), may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Town Council's Standing Orders, except one that incorporates mandatory statutory requirements, shall be proposed by a special motion, the written notice by at least ten councillors to be given to the Proper Officer in accordance with Standing Order 9 above. This provision does not apply when Full Council is carrying out a scheduled review of the Standing Orders policy document.
- c The Proper Officer shall provide a copy of the Town Council's Standing Orders to a councillor as soon as possible after they have delivered their acceptance of office form.
- d The decision of the Chair of a meeting as to the application of Standing Orders at the meeting shall be final.



Seaford Town Council

Report No:	34/25
Agenda Item No:	22
Committee:	Full Council
Date:	26 June 2025
Title:	Committee Membership Requests
By:	Georgia Raeburn, Governance & Policy Manager
Purpose of Report:	To appoint members to committees with vacancies, and to delegate power to the Town Clerk to fill uncontested vacancies following on from the Annual Meeting of the Town Council each municipal year

Actions

Full Council is advised:

1. To consider the contents of the report.
2. To invite any nominations from councillors to join committees that have outstanding vacancies.
3. If delegated power is approved, members can email meetings@seafordtowncouncil.gov.uk to request to join a committee with an outstanding vacancy.
4. To move to a vote on the motions below.

Recommendations

Full Council is recommended:

1. To approve the appointment of one additional member to the Golf, Open Spaces & Climate Action, and one additional member to all of the Finance & General Purposes Committee, the Assets & Facilities Committee and the Appeals Committee for the remainder of the 2025 – 2026 municipal year.
2. To delegate power to the Town Clerk to full uncontested committee vacancies after the Annual Meeting of the Town Council each municipal year

1. Introduction

- 1.1** Since setting the committee membership at the Annual Meeting on 7 May 2025, officers have received requests from two Councillors to join various committees. This report is presenting the details of those requests for approval, as well as looking to revise the process for filling the remaining committee vacancies.

2. Information

- 2.1** **Appendix A** of this report shows the current committee members and outstanding committee vacancies available. To confirm, the following committees have vacancies:
- (a)** Assets & Facilities: three vacant seats out of 10
 - (b)** Finance & General Purposes: one vacant seat out of 10
 - (c)** Golf, Open Spaces & Climate Action: two vacant seats out of 10
 - (d)** Planning & Highways: four vacant seats out of 10
 - (e)** Appeals: two vacant seats out of five (currently at its minimum quorum to meet)
- 2.2** For those committees with ten seats, the minimum quorum to meet is four.
- 2.3** Full Council is asked to consider the following requests to join committees:
- (a)** Golf, Open Spaces & Climate Action: Cllr Imogen Taylor, leaving one remaining vacancy
 - (b)** Finance & General Purposes: Cllr Freddie Hoareau, leaving no vacancies
 - (c)** Assets & Facilities: Cllr Freddie Hoareau, leaving two vacancies
 - (d)** Appeals: Cllr Freddie Hoareau, leaving one vacancy
- 2.4** Any other councillors interested in joining any of the above committees are encouraged to nominate themselves at this meeting.
- 2.5** In addition to the above, Full Council is being asked to delegate power to the Town Clerk to fill uncontested committee vacancies following on from the Annual Meeting each municipal year, subject to email consensus of all councillors.
- 2.6** The practicalities of the above would see the Clerk emailing all councillors to confirm a request to join a committee with a deadline for councillors either agreeing or not with this request. If the majority of responses agree,

the appointment would be made. If the majority of responses do not agree, this request would be deferred to the next Full Council meeting.

- 2.7** The above delegation will be particularly useful with the level of vacancies currently across the committee structure (in particular with Planning & Highways and Appeals both at lower levels than would be advisable). In addition, with a by-election being held in mid-July and a new councillor due to join the Town Council, the delegation would avoid having to wait until late-October (the next Full Council meeting) for them to be appointed to any committees.

3. Financial Appraisal

- 3.1** There are no direct financial implications as a result of this report.

4. Contact Officer

- 4.1** The Contact Officer for this report is Georgia Raeburn, Governance & Policy Manager.



Seaford Town Council

Report No:	48/25
Agenda Item No:	23
Committee:	Full Council
Date:	26 June 2025
Title:	Cycle Rack in The Crouch
By:	Steve Quayle, Town Clerk
Purpose of Report:	To seek Full Council's approval to acquire a new cycle rack through Lewes District Council's Cycle Parking Rack Grants Scheme, to be located in The Crouch

Actions

Full Council is advised:

1. To consider the report and ask questions
2. To move to a vote on the motions below

Recommendations

Full Council is recommended:

1. To agree that the Town Council takes on ownership and future maintenance of a new cycle rack, to be installed in The Crouch, subject to external funding being sought from Lewes District Council's Cycle Parking Rack Grants scheme and necessary permissions being obtained.
- 2.

1. Information

- 1.1 During May 2025, Lewes District Council (LDC) [advertised grant funding becoming available](#) for the provision of cycle racks, worth up to £1000 per location.

- 1.2** The Town Clerk was subsequently contacted by various members of the community to encourage the Town Council to apply for this funding for the provision of cycle racks within The Crouch. This included Crouch Stakeholder partner organisations including the Trustees of the Mercread Youth Centre and representatives of the Seaford Community Garden, in addition to at least one Town Councillor.
- 1.3** Officers have reviewed the scheme details and are proposing to submit an expression of interest for the funding, which will cover both the rack itself and installation costs.
- 1.4** It is not anticipated that planning permission would be required for the cycle racks, as these would come within permitted development rights. However, LDC has offered support to any applicants by assessing any planning permission requirements before installation takes place.
- 1.5** The Town Council would take on full ownership and responsibility for future maintenance of the cycle rack.
- 1.6** With regards to the exact location for the cycle rack, officers would assess the site and identify the best location, taking into account other activities onsite and accessibility.
- 1.7** As this proposal would result in the Town Council taking on a new asset, this requires Full Council approval.
- 1.8** Given the timing of the Full Council meeting, the Town Clerk has secured an extension to the deadline for the submission of an Expression of Interest to Friday 27 June, should this matter be approved by Full Council.
- 1.9** Should Full Council approve this proposal and the Town Council's Expression of Interest is successful, the Town Council would then need to complete a full application for the grant funding.
- 1.10** Should subsequently the Town Council's full application be successful, the Town Clerk will take the necessary steps to implement the installation of the grant funded cycle rack in a suitable location within the Crouch, (to be determined by officers), subject to any appropriate permissions being obtained.

2. Financial Appraisal

- 2.1** The cost of the cycle rack and installation will be covered by the external grant funding being applied for. If the application is not successful, the installation will not go ahead.
- 2.2** The future maintenance and insurance costs of the cycle rack will be nominal,

3. Contact Officer

- 3.1** The Contact Officer for this report is Steve Quayle, Town Clerk