



Seaford Town Council

## Seaford Town Council Full Council Agenda – 8 January 2026

### To the Members of the Full Council

Councillors S Adeniji, S Ali, L Boorman, C Bristow, R Buchanan, S Dubas, S Dunn, 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

An **Extraordinary meeting** of the **Full Council** will be held in the **Council**

**Chambers, 37 Church Street, Seaford, BN25 1HG on Thursday, 8 January 2026 at 7.00pm**, which you are summoned to attend.

Steve Quayle,  
Town Clerk

19 December 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
- Councillor queries on agenda items should be reserved for the meeting so the answer and any subsequent points are shared with all councillors. If however a councillor has a question that officers may need to know in advance to prepare a response, please send this through the contact officer of the report so an answer can be prepared to be shared verbally at the meeting, rather than in advance of the meeting via email

# 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. 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.

## 4. 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.

## 5. Minutes

Due to this being an extraordinary meeting, there are no minutes being presented for noting – these will be presented at the next ordinary Full Council meeting on 29 January 2026.

## 6. Mayor's Update Report \*deferred from October Full Council

*meeting\**

To consider report 86/25 presenting the Mayor's update report and details of engagements (pages 8 to 12).

## 7. Town Clerk's Update Report \*deferred from October Full Council *meeting\**

To consider report 97/25 updating on key Town Council work and work priorities for the Town Clerk (pages 13 to 25)

## 8. Complaints, Freedom of Information Requests and Appeals Update Report – September 2025 \*deferred from October Full Council *meeting\**

To consider report 79/25 updating on complaints, Freedom of Information requests and appeals (pages 26 to 28).

## **9. Premier Football Salts Container Proposal**

To consider report 137/25 presenting a report requesting that Full Council consider the request from Premier Football to place a container within The Salts and the associated disposal of land to accommodate this (pages 29 to 35).

## **10. Revision of Pitch Hire Pricing 2026 - 2027**

To consider report 117/25 proposing pitch hire fees for Seaford Town Council's sports pitches for the 2026 – 2027 financial year (pages 36 to 39).

## **11. Esplanade Car Park Collaboration Agreement**

To consider report 142/25 seeking approval for the Town Clerk to execute the East Sussex County Council Collaboration Agreement as a Deed, to enable East Sussex County Council to enforce parking at the Esplanade Car Park (pages 40 to 62).

## **12. Local Government Reorganisation Consultation Response**

To consider report 143/25 seeking Full Council's approval of the proposed Seaford Town Council responses to the Government's consultation on local government reorganisation (pages 63 to 71).

## **13. Seaford Health Stakeholder Group**

To consider report 94/25 presenting a report proposing to appoint Seaford Town Council representatives to the Seaford Health Stakeholders Working Group (pages 72 to 76).

## **14. Adoption of a Whistleblowing Policy \*deferred from October Full Council meeting\***

To consider report 98/25 presenting the recommendation from the Personnel Committee to adopt the Whistleblowing Policy (pages 77 to 89).

## **15. Adoption of the Revised Bad Debt Policy \*deferred from October Full Council meeting\***

To consider report 90/25 presenting the recommendation from the Finance & General Purposes Committee to adopt the revised Bad Debt Policy (pages 90 to 98).

## **16. Adoption of the Revised Concessions Policy**

To consider report 144/25 presenting the recommendation from the Finance & General Purposes Committee to adopt the revised Concessions Policy to enable the 2026 concession tender programme to be launched (pages 99 to 107).

## **17. Adoption of IT & Data Protection Policies x 4**

To consider report 136/25 presenting the recommendation from the Finance & General Purposes Committee to adopt the four interrelated IT and Data Protection policies (pages 108 to 152).

## **18. Asset Management Software**

To consider report 138/25 updating Full Council on the proposal to introduce an asset management software and request the necessary budget inclusion for this in the 2026 – 2027 budget (pages 153 to 157).

## **19. 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 items of business for the reasons as set out below.

The resolutions of the item 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.*

## **20. Grounds Maintenance Tender Process Outcome EXEMPT**

To consider report 115/25 presenting to Full Council the outcome of the Grounds Maintenance Contract Tender process and for Full Council to Vote on awarding the contract (exempt pages).

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

*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.*

## **21. Update on Staffing Situation EXEMPT**

To consider exempt report 140/25 updating Full Council on a staffing situation and seeking Full Council's support of the proposals contained within the report (exempt pages).

*Reason for exemption: to provide confidential updates surrounding a Human Resources matter.*

*Explanation of Reason: under Data Protection legislation, information about an individual member of staff / groups of staff is confidential between the Town Council and staff member/s.*

## AGENDA NOTES

### 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](mailto: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](mailto: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 an item on the agenda for this meeting.
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](mailto:meetings@seafordtowncouncil.gov.uk) or by post to the Town Council offices.





## Seaford Town Council

<b>Report No:</b>	86/25
<b>Agenda Item No:</b>	6
<b>Committee:</b>	Extraordinary Full Council
<b>Date:</b>	8 January 2026
<b>Title:</b>	Mayor's Report October 2025
<b>By:</b>	Isabelle Mouland, Community Engagement & Democratic Services Manager
<b>Purpose of Report:</b>	To present the Mayor's update report and details of engagements

**N.B. This is the report that was presented to October Full Council but adjourned due to time constraints – there have been no changes to this report i.e. it is exactly the same as presented to October Full Council**

<b>Actions</b>
<b>Full Council is advised:</b>
1. To consider the update provided by the Mayor. 2. To move to a vote on the motions below.

<b>Recommendations</b>
<b>Full Council is recommended:</b>
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/hosted since 26 June 2025, at the time of writing, can be found below:

EVENT	DATE	ORGANISATION
Summer Gala Evening at Cuckmere Haven	26.06.25	Cuckmere Community
Armed Forces Day	28.06.25	Royal British Legion
Eastbourne Concert	01.07.25	Eastbourne Concert Orchestra
End of year Open Rehearsal	04.07.25	Seaford Musicians
Mayor's Civic Reception	12.07.25	Seaford Town Council
Sea Sunday Service at St. Andrew's Church, Bishopstone	13.07.25	St Andrew's Bishopstone
Sports Day and Summer Extravaganza	17.07.25	Bowden House School
Shingle Vegetation – Botany Training	17.07.25	OVCA
Girl Guides Afternoon Tea	03.08.25	Seaford Girl Guides
Port Manor Care Home Official Opening	08.08.25	Barchester Healthcare
Weald on the Field	09.08.25	The Mayor of Uckfield
Teddy's Bear Picnic	12.08.25	Family Support Work
VJ Day anniversary	15.08.25	Royal British Legion
Private View of the Artwave event	05.09.25	Homelink
Seaford Health Walk	09.09.25	Seaford Health Walk Group
MacMillan Coffee Morning	12.09.25	Seaford Residents
NCI Newhaven KAVS official opening	18.09.25	NCI Newhaven KAVS
Welcome home the Coat of Hopes	21.09.25	Seaford Environmental Alliance
Mayor of Peacehaven Civic Service	21.09.25	Peacehaven Town Council
Chairman of East Sussex County Council Civic Reception	29.09.25	East Sussex County Council

**1.3** Future engagements (up to 23 October) that the Mayor plans to attend can be found below:

EVENT	DATE	ORGANISATION
200 years of the Dieppe - Newhaven line	10.10.25	Newhaven Tourist Information Centre
Black History Month - Commonwealth War Graves	14.10.25	Commonwealth War Graves Commission
Lantern Making for Seaford Christmas Magic – Chyngton Primary School	15.10.25	Sussex Contemporary Illustrators & Printmakers (SCIP)
Lantern Making for Seaford Christmas Magic – Annecy Primary School	16.10.25	Sussex Contemporary Illustrators & Printmakers (SCIP)
Mayor of Newhaven's Charity Quiz	17.10.25	Newhaven Town Council
Seaford Bonfire Celebrations	18.10.25	Seaford Bonfire Society

## 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 86/25 Appendix A**

### **Mayor's Report to October 2025 Town Council**

The four months since the last timetabled Full Council meeting have flown by. My insight into the varied and useful activities of Seaford residents has increased significantly.

I keep a detailed log of my civic engagements on the Mayor's Facebook page here:  
<https://www.facebook.com/mayorofseaford>

Firstly, the formal engagements relating to our military history, including Armed Forces Day and the 80<sup>th</sup> VE and VJ days, noting also the addition of a plaque beside the Seaford Town Council (STC) owned War Memorial which celebrates the sacrifice made by Gareth Wheddon. He was a Seaford born Royal Marine who died in the Northern Ireland Troubles in 1979. Unfortunately, his mother was too frail to attend in person but was shown photographs of the private family service that later took place. This was a rewarding and gratifying experience.

I also attended the Sea Ceremony at St Andrews Church Bishopstone in the presence of the Lord Lieutenant, where we were told about the appalling working conditions and exploitation of many foreign seamen. It was a sobering sermon particularly when one considers how much of our daily life depends on imports shipped by sea from around the world.

By contrast, my Civic Reception was a memorable event, with perfect weather, great musicians and lovely guests. We were delighted to welcome and celebrate the achievements of Jazz Turner who is a local wheelchair user who sailed singlehanded and unsupported around the British Isles. She broke records and raised lots of money and awareness for the local Sailability (disabled sailing facility). She is now a national media star with "round the world" ambitions.

Thanks to the volunteers from Family Support Work

<https://www.familysupportwork.org/> who baked and served delicious cakes and to Holy Cow who supplied the ice cream.

Amongst other notable events I attended, the Uckfield "Weald on the Field" event brought me into contact with their fire breathing Town Crier, and the Family Support Work Teddy Bears Picnic introduced me to our very own Rev James Hollingworth of St Leonards Church who teaches archery in his spare time.

I have attended Botany tours of Tidemills, health walks in The Salts and numerous musical concerts involving musicians of all ages.

Sadly, the duties of Mayor also included an interview with local BBC reporters following the tragic death of a 16 year old Seaford boy in September. At the time of writing, details and identities remain unclear but I speak with absolute confidence that the community of Seaford unites in support of those grieving or traumatised by their experience.

As the heat waves fade, we look forward to Bonfire, Remembrance and Christmas ceremonies.

I thank my colleagues and council officers for their support and good humour that make this role so rewarding.

***Councillor Maggie Wearmouth,***

***Mayor of Seaford 2025 to 2026***



## Seaford Town Council

<b>Report No:</b>	97/25
<b>Agenda Item No:</b>	7
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>8 January 2026</b>
<b>Title:</b>	<b>Town Clerk's Update Report – October 2025</b>
<b>By:</b>	<b>Steve Quayle, Town Clerk</b>
<b>Purpose of Report:</b>	<b>To update Full Council on key Town Council work and work priorities for the Town Council</b>

**N.B. This is the report that was presented to October Full Council but adjourned due to time constraints – there have been no changes to this report i.e. it is exactly the same as presented to October Full Council**

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

<b>Recommendations</b>
<b>Full Council is recommended:</b>
1. To note the contents of the report.

### 1. Introduction

1.1 The first half of the 2025 - 2026 municipal year has continued to be a busy time for the Town Council. We are now nearing the end of Quarter 2 (Q2) of the municipal year - Councillors will recall the new structure splits the year into four 'quarters' and within each 'quarter' there will be one sitting of each standing committee followed by a Full Council meeting.

1.2 Q2 (July to October) has seen the second sitting of each of the new standing committees, organised around a break over the summer holidays.

1.3 It gives me great pleasure to welcome onboard a number of new officers since we last met in June. We have welcomed on board:

- (a) Darryl Keech as Deputy Town Clerk & Responsible Financial Officer, who joined us in September. Darryl comes from a predominantly private sector background but has substantial experience working with elected councillors and with local government. Darryl has really hit the ground running and has already introduced a tranche of compulsory staff training alongside the development of a number of new policies. In addition, Darryl has been taking time to fully learn and understand the budget setting process which is coming up in Q3. Darryl is the lead officer for the Finance & General Purposes and Personnel Committees.
- (b) Peter Cousin as Head of Place, who joined us in August. After a number of unsuccessful attempts to appoint to this role previously, we have been very lucky to find and secure someone of Peter's calibre. He has a vast amount of experience in place-making and has already been instrumental in work with the National Nature Reserve, overseen the recent tender process for the Grounds Maintenance Contract, and is busy networking and making contacts with all manner of stakeholders across the town. Peter is the lead officer for the Assets & Facilities and Golf, Open Spaces and Climate Action Committees.
- (c) Peter, Darryl and myself now form the Strategic Management Team for the Town Council and together provide the main conduit for councillor-officer relations.

1.4 In addition to the above, we have successfully recruited to the positions of:

- (a) Policy & Risk Officer
- (b) Senior Committee Clerk
- (c) Human Resources & Organisational Development Manager (temporary)

1.5 We now only have one remaining vacancy to fill from the staffing structure approved by Full Council in December 2024; that of Funding & Contracts Officer, the recruitment for which will begin in short order. In addition, the

permanent recruitment for the Human Resources & Organisational Development Manager will also begin in due course.

- 1.6** Longer serving officers are reporting a noticeable and marked difference in their workloads and a welcome increase in their capacity to work on planned and preventative issues, rather than solely being focusing on a reactive and 'firefighting' basis as has been the case for a long time.
- 1.7** A great deal of work has been undertaken over the summer to refresh the Strategic Plan. There is a separate report elsewhere on the agenda presenting the proposed new document, however I would like to take this opportunity to thank the councillors involved alongside the Head of Place and Operations & Facilities Manager, for their hard work at pace throughout the summer to be in a position already to bring forward the refreshed proposal in such a quick timeframe.
- 1.8** The Town Council has continued to monitor the fast-moving devolution agenda taking place across the county. Lewes District Council has recently altered their original request for the Town Council to submit its most desired assets and has instead requested a comprehensive list of all assets we may be interested in acquiring, subject to future due diligence. To that end, Councillors have been asked to respond to a survey to vote for up to 15 such assets they are in favour of exploring, and once this exercise is complete and votes compiled we will approach the District Council to advise them all the assets of interest, as per the delegated powers granted in June 2025.
- 1.9** The County Council's (ESCC) plans for Exceat Bridge have finally got off the ground. The Compulsory Purchase Orders have now been granted by the Secretary of State should they be needed and ESCC have been undertaking preparatory works for a number of weeks. ESCC have advised that construction works will begin in earnest from the spring of 2026. Road closures should only be needed for a total of 19 days.
- 1.10** Work has continued internally towards reviewing the Memorial Policy with a view to bringing a proposed new policy back to Full Council in due course so the policy can be un-paused by April 2026. In the meantime, there is a paper elsewhere on this agenda about a third request for an exception to be made to the pause.

1.11 We have now secured written solicitor undertakings of the Town Council's ownership of Cliff Gardens, which in turn enables us to enter into a Licence to Occupy with the South Downs National Park Authority (SDNPA). Once this paperwork process has been completed in coming days they hope to 'break ground' on the project within the coming week. It is noteworthy that SDNPA are delivering this project at their cost and risk, not STC, however STC officers will form part of the project management group providing oversight for the project. Through the winter STC will work up a Maintenance & Management Plan with SCP, for Full Council's approval, to ready for when the asset is delivered and passed back to the Town Council.

1.12 The Christmas Magic event is now taking shape and will represent another great event for the town – this year being held on 29 November. Sharan Brydon and her team have been working with many other stakeholders to ensure this event is a success, predominantly the Chamber of Commerce, the Seaford Street Market and Seaford Traders who are committed to ensuring we deliver a successful event. Officers would like to also thank Councillor Markwell for her substantial input in helping to organise this, alongside Councillor Rutland for agreeing to star as Santa. This year the route has been revised to enable more of the lantern procession to see the light switch on in Broad Street where the stage will be located at the top this year and acts will be performing there all day long. The Town Council is very thankful for support it has had through sponsorship from a number of community organisations.

1.13 Following on from approval at September's Extraordinary Full Council meeting, the Assets & Contracts Manager has commenced the large task of registering the Town Council's land properly and correctly at HM Land Registry. There are lots of processes and paperwork completion involved in this task but it is being worked through carefully and methodically to ensure the Town Council's assets are established on the right footing.

1.14 Following on from significant concerns expressed across the summer months, a number of areas of concern now feature prominently on the proposed STC Strategy Programme 2025-2027 (elsewhere on the agenda) for approval at this meeting. In brief, improvements to seafront toilet

provision and cleaning, seafront bin provision and emptying, parking and the access road at South Hill Barn and campervans parking along the gravel strip are all areas that many residents and councillors have raised with officers during 2025. Each of these areas has proposed resolutions/responses/trials proposed in the refreshed STC Strategy Programme 2025-2027.

- 1.15 The compostable toilets have been moved to South Hill Barn, however they have now been broken into and/or forced open before they were ready to be commissioned and opened, which has set the project back. They will be opened properly and in due course and this will be announced on the STC website and via social media.
- 1.16 This report is intended to provide a small flavour of the diverse projects and workstreams that are being worked on, as always there is myriad of other workstreams ongoing. Officers continue to work hard to attend to all matters in a professional and timely manner for the betterment of Seaford.

## 2. Meeting Updates

- 2.1 Turning now to the various meetings involving councillors that have taken place since the last Full Council on 26 June:
- 2.2 **Full Council** held two extraordinary meetings over the summer, to discuss the Cliff Gardens Project, an objection made to the External Auditor, and work required to correct and bring up to date the Town Council's Land Registry affairs, amongst other items of business.
- 2.3 **Assets & Facilities Committee** met on 16 July and considered papers regarding the project work to date, the financial position year to date, proposals relating to Seaford Street Markets and the Martello Changing Places facilities following recent periods of public consultation, and exempt items of business relating to requests received from two concessionaires.
- 2.4 **Personnel Committee** met on 9 October and considered a revised Whistleblowing Policy, this having been deferred to Committee earlier in the year from Full Council. The revised policy now appears elsewhere on this Full Council agenda for consideration. The Committee also considered an exempt report providing a General HR Update.
- 2.5 **Golf, Open Spaces & Climate Action (GOSCA) Committee** met on 18 September and considered reports presenting an update from the Golf

Course, updates on project work to date, the financial position year to date, and a request from Seaford Rugby Football Club for permission to install a new floodlight structure in The Salts (subject to planning permission). It had been intended to present GOSCA with a revised Climate Emergency Policy and Climate Action Plan, however this had to be deferred to its next meeting on 27 November.

2.6 **Finance & General Purposes Committee** met on 25 September and considered various reports on the financial position year to date, the Receipts, Payments and Bank Reconciliations position, a Finance & General Purposes update report, an update on the Town Council's policies, and the budget timetable and framework for setting the 2026 – 2027 budget. In addition, the Committee considered an exempt report regarding Receipts Due for Payment.

2.7 **Planning & Highways Committee** have met regularly throughout this period to consider a wide variety of planning and tree works applications, in addition to road closure applications to facilitate a number of community events, such as Seaford Bonfire Night, Remembrance activities, and Seaford Christmas Magic.

### **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:

<b>DATE</b>	<b>MOTION</b>	<b>UPDATE</b>
May 2025	Election of Mayor, Deputy Mayor, Committee Chairs and Vice Chairs, Appointments of memberships of Committees	Changes enacted
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	<i>Appears elsewhere on this agenda for consideration of the</i>

<b>DATE</b>	<b>MOTION</b>	<b>UPDATE</b>
	<i>Later amended by National Trust</i>	<i>amended version by Full Council</i>
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	Approved by June Full Council, with the lease finalised in September
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	Adopted by June Full Council
June 2025	RFO to move underspend from Grants Pool budget into an earmarked reserve	Actioned
June 2025	2024 – 2025 Annual Governance & Accountability Return (AGAR) approved by Full Council for submission to the External Auditor	AGAR submitted to the External Auditor and six-week period of public rights of inspection held. The External Auditor has advised that they were unable to complete their review work as result of 'correspondence

DATE	MOTION	UPDATE
		received' in relation to prior years. Once they have finalised their review, a final report will be provided
June 2025	Full Council agreed its response to an objection that had been submitted to the External Auditor in relation to the 2023 – 2024 AGAR	The Town Council's response was submitted to the External Auditor and objector
June 2025	Full Council appointed a new Internal Auditor for the 2025 – 2026 financial year, Parish and Town Audit Services (PATAS)	PATAS carried out their interim internal audit in late-September. Officers are awaiting their internal audit report, once received this will be presented to Full Council
June 2025	South Hill Farm Business Tenancy agreed	Approved by June Full Council, with the lease finalised in September.  <i>The Farming Objective Plan is still being finalised and will be presented to GOSCA for noting and comment on</i>
June 2025	A working group was formed to review the Town Council's Strategic Plan	A report appears elsewhere on this agenda presenting the revised Strategy

<b>DATE</b>	<b>MOTION</b>	<b>UPDATE</b>
		Programme 2025 - 2027
June 2025	An update on devolution was considered, with councillors to identify preferred District Council assets to be further investigated	Officers are liaising with councillors to identify a list of District Council assets to request further information on
June 2025	Discussions were held around the Town Council's Grounds Maintenance Contract ahead of this being tendered for on the open market	The tender opportunity was launched on 10 October, closing on 7 November. Due to the contract value, an extraordinary Full Council meeting will be arranged to award the contract
June 2025	Approval of the installation of a cycle rack in The Crouch	Not now proceeding as could not be delivered within the grant budget and no extra budget available to supplement
July 2025	To carry out a survey in 2026 on Seaford Street Market and use the results to inform a decision on the issuing of a street market licence for 2026	Work scheduled in
August 2025	Approval of a Town Council debit card for the Community Engagement & Democratic Services Manager	Actioned
August	Approval of the Town Clerk as a	Actioned

DATE	MOTION	UPDATE
2025	signatory to the CCLA bank account	
August 2025	Approval of the South Downs National Park Authority taking over delivery of the Cliff Gardens Project under a licence to occupy and with a Memorandum of Understanding in place, with a management and maintenance agreement to be entered into with Seaford Community Partnership	Ongoing
September 2025	Approval of the costs to be incurred to correct and bring up to date the Town Council's Land Registry affairs	Ongoing
September 2025	Approval to enter into an agreement with BT Openreach for telecommunications equipment to be installed on land at South Street junction	Now approved and actioned following legal advice being obtained
September 2025	Full Council agreed its response to an objection that had been submitted to the External Auditor in relation to the 2023 – 2024 AGAR	The Town Council's response was submitted to the External Auditor and objector
September 2025	GOSCA approved a new floodlight structure for the Rugby Club, subject to planning permission and officers approving the final placement, installation, coordination, and site logistics at The Salts Recreation Ground	Ongoing
September 2025	F&GP recommended that Full Council adopts the revised Bad	A report appears elsewhere on this

DATE	MOTION	UPDATE
	Debt Policy	agenda presenting the revised Bad Debt Policy for consideration
October 2025	Personnel recommended that Full Council adopts the Whistleblowing Policy	A report appears elsewhere on this agenda presenting the revised Whistleblowing Policy for consideration

**3.2** 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 <sup>th</sup> green and the 18 <sup>th</sup> 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 <sup>th</sup> anniversary of D-Day and the refreshed Armed Forces Day celebrations	The D-Day 80 <sup>th</sup> anniversary and Armed Forces Day events have now been undertaken
3	Offer sponsorship opportunities to local businesses: maintain and renew current arrangements and	Existing sponsorship arrangements exist with the decorative boat and water refill stations  There is no progress on developing further opportunities for sponsorship to report

No.	Project	Update
	develop further opportunities	
4	Carry out Bönnigstedt Wall remedial works	The Bönnigstedt 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 facilities	No progress on this project to report
7	Grounds Maintenance carry out formal review of arrangements for the town's open spaces and implement results	The tender process is currently live until 7 November
8	Carry out Martello Tower maintenance	This work is due to take place during this municipal year
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

No.	Project	Update
		the East Sussex County Council (ESCC) Parking Manager and ESCC Councillors
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 GOSCA Committee WG is continuing to work on the development of a Climate Action Plan and draft Climate Emergency Policy
13	Look into the Town Council providing spaces for street art	No progress on this project to report
14	Update CCTV for the town	The Projects & Facilities Team continue to work on this project
15	Deliver the annual Christmas Magic Event	The Projects & Facilities Team continue to prepare to deliver the 2025 Christmas Magic Event

## 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

<b>Report No:</b>	79/25
<b>Agenda Item No:</b>	8
<b>Committee:</b>	Extraordinary Full Council
<b>Date:</b>	8 January 2026
<b>Title:</b>	Complaints, Freedom of Information Requests and Appeals Update Report – September 2025
<b>By:</b>	Isabelle Mouland, Community Engagement & Democratic Services Manager
<b>Purpose of Report:</b>	To update Full Council on complaints, Freedom of Information requests and appeals

**N.B. This is the report that was presented to October Full Council but adjourned due to time constraints – there have been no changes to this report i.e. it is exactly the same as presented to October Full Council**

<b>Actions</b>
<b>Full Council is advised:</b>
1. To consider the updates presented within the report. 2. To move to a vote on the motions below.

<b>Recommendations</b>
<b>Full Council is recommended:</b>
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.

## 2. Complaints

- 2.1 A formal complaint was received by the Mayor on 19 June 2025 regarding the Concession Tender Process undertaken in early 2025 at the Town Council's South Hill Barn site.
- 2.2 The complaint is currently under investigation, which is being carried out by a consultant from Local Council Consultancy (LCC).
- 2.3 The cost of this investigation will be in the region of £2,520, excluding VAT and expenses.
- 2.4 Once a final report has been produced, this will be discussed and reviewed by the Mayor in conjunction with the Deputy Town Clerk. At this point next steps will be established.
- 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 June 2025:

DATE	FOI REQUEST	UPDATE
April 2024	The View lease	In Progress
April 2025	STC job roles enquiry	In Progress
May 2025	Stopping up order	Response Sent
June 2025	Cliff Gardens	Response Sent
July 2025	The Salts Recreation Ground: Seaford Rugby Club, Seaford Cricket Club, Premier Football Club and others booking invoices 1/4/2024 to 31/3/2025	Response Sent
July 2025	Cafe facility at South Hill Barn	Response Sent
July 2025	Martello Café	Response Sent
July 2025	Martello Cafeteria - toilets refurbishment project	Response Sent
July 2025	The revised Terms of Reference (TOR) of the South Hill Barn Working Group	Response Sent

DATE	FOI REQUEST	UPDATE
	(SHBWG) and the TOR of the Climate Action Plan Working Group	
August 2025	2018 utility report related to Cliff Gardens	Response Sent
August 2025	Road naming enquiry	Response Sent
August 2025	Unregistered land enquiry	Response Sent
August 2025	An investigator and a commercial sensitivity	Response Sent
September 2025	Crouch and The Salts pitch charges 1/4/25 to latest date	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 i.e. 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 June 2025.

#### **5. Financial Appraisal**

**5.1** The cost of the LCC consultant undertaking the formal complaint investigation will be in the region of £2,520, excluding VAT and expenses.

**5.2** This cost will come from the Professional Fees cost code (4155-201) which currently has £4,177 remaining.

#### **6. Contact Officer**

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



## Seaford Town Council

<b>Report No:</b>	137/25
<b>Agenda Item No:</b>	9
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>8 January 2026</b>
<b>Title:</b>	<b>Premier Football Salts Container Proposal</b>
<b>By:</b>	<b>Peter Cousin, Head of Place</b>
<b>Purpose of Report:</b>	<b>To consider the request from Premier Football to place a container within The Salts and the associated disposal of land to accommodate this</b>

### Actions

#### Full Council name is advised:

1. To consider the proposal from Premier Football and the required steps and arrangements to enable this to take place.
2. To move to vote on the motion below.

### Recommendations

#### Full Council is recommended:

1. To note the contents of the report.
2. To approve in principle that the specific location in The Salts, as set out within the report, be leased to Premier Football for a period of three years.
3. (Subject to motion 2 being passed) To approve in principle for Premier Football to be granted a supplementary licence to place a container on the leased land, as described in the report.
4. (Subject to motion 2 and 3 being passed) To delegate power to the Town Clerk, in consultation with the Chairs of the Golf, Open Spaces & Climate Action Committee and Finance & General Purposes Committee, to finalise the terms of the associated lease and licence and enter into these agreements on the Town Council's behalf through the application of the Town Council's seal.

## 1. Introduction

- 1.1 Officers were initially approached by Premier Football ('Premier') with a request for space in The Salts to serve as a meeting point and storage facility.
- 1.2 Officers have discussed proposals with Premier and now bring this to councillors for their consideration.

## 2. Proposal Details

- 2.1 The majority of the information for this report is contained within Appendix A, which has been provided directly by Premier.
- 2.2 The permission requested is for approval in principle because the container may be subject to planning approval and building regulations, and officers are unable to pre-empt that decision. The associated disposal of land is also subject to approval by Lewes District Council and the disposal being advertised (more on both of these points below).
- 2.3 Premier make mention to permission that was granted in 2022 by the Community Services Committee for a container to be placed onsite in The Salts (near to the Scouts Hut in the north-eastern corner of the site). To confirm, this proposal was not taken forwards and any permissions granted as a result of this report will supersede the previous permissions given in 2022.

## 3. Logistics

- 3.1 Officers are in support of this proposal. The addition of the container and external storage area at The Salts is considered a temporary arrangement to resolve the logistical issues Premier are currently experiencing. Premier is fully engaged with officers in being part of the Salts redevelopment plan where a permanent solution can be found.
- 3.2 In order to allow Premier to place a container onsite, the Town Council would need to enter into a legal agreement with Premier for the use of the land.
- 3.3 The method in which to achieve this would be a lease for the land where the container is to be placed (incorporating the external storage area as well), with a supplementary licence for the container being placed onsite. Officers are recommending a lease and licence for a three year period, with an associated rental figure of £1,500 per annum.

3.4 It is recommended that power be delegated to the Town Clerk, in consultation with the Chairs of the Golf, Open Spaces & Climate Action Committee and Finance & General Purposes Committee, to finalise the terms of the associated lease and licence.

3.5 Should the Town Council grant approval in principle, and prior to entering into any lease or licence, officers will ensure the following is undertaken:

- (a) Premier will apply for planning permission to place the unit, if required,
- (b) Premier will undertake fundraising for the container,
- (c) The Town Council will advertise the disposal of land through local newspapers, this is estimated to cost £750 which Premier have offered to fully reimburse,
- (d) The Town Council will seek permission from Lewes District Council to allow the disposal of land and the placement of the container as the District Council has a covenant over The Salts,
- (e) Should building regulations be required, Premier will obtain the appropriate approvals,
- (f) Premier will be responsible for insuring the container.

3.6 All water and electric (if connected), will be metered and Premier will be recharged for their usage. The cost of connecting water and electric would also be covered by Premier.

3.7 The container will remain the property of Premier and they will be responsible for any ongoing maintenance required.

#### **4. Financial Appraisal**

- 4.1 The annual rent will be £1,500 payable to the Town Council.
- 4.2 The £750 cost to the Town Council of advertising the disposal will be reimbursed by Premier.
- 4.3 There are no further financial implications for the Town Council.

#### **5. Contact Officer**

- 5.1 The Contact Officer for this report is Peter Cousin, Head of Place.



## ***Our Community Club-together we achieve so much***

[www.premiersoccersussex.co.uk](http://www.premiersoccersussex.co.uk)

**Premier United FC -at the heart of the community  
-working in Partnership with Seaford Town Council**

Premier United FC is a highly successful grass roots football club with a community focus and social value. We are based at the Salts in Seaford where we deliver our training sessions and use the single football pitch there for our senior games on a Sunday. We must use the expensive 4G pitch at the Downs for mini soccer and hire the Down's grass pitch for older team matches. We are a level 2 recognised FA accredited community club.

The club has a significant range of football teams age 7s to 15s, with girl's teams too. We also offer foundation training for Tots (age 3 and 4) and pre formal teams (under 6s). We have 250 young people training with us on a Saturday at the Salts, within a very small and a squeezed range of areas with no cross over with the cricket or Rugby Pitches. We offer a low cost and affordable training fee of £3 per hour. The lowest of any football club

The club has an amazing high-profile reputation with the FA other clubs and within Seaford and other parts of East and West Sussex where players join us from areas like Shoreham Lewes Eastbourne and so on. Many of our players have signed academy contracts at professional clubs -5 in the last four years who live in Seaford.

We also work with organisations like Active Sussex, YMCA and the local police and community groups to support young people of all ability levels. We run a coaching scheme for young people to not only keep them involved in sports but also as a pathway for careers in football and other sports. We also support football in many local schools.

### **Facilities and playing areas**

Prior to 2014 Premier United FC were housed at the Newlands School in Seaford, with access to several senior and mini soccer pitches a sports hall and a small 3g pitch. We were by far the largest sports club at the school. Following the closure of



Newlands and the plans for extensive housing we became homeless. But thank you to the Seaford Town Council they moved quickly to house us at the Salts in the summer of 2014 so hundreds of young footballers could continue to have access to high quality training and pathways to football teams.

Since our move to the Salts 11 years ago we have had ongoing discussions with successive officials from Seaford Town Council and Lewes DC about the lack of pitches and facilities. There has always been a wide recognition that Premier United FC need their own facilities for extensive storage and a club meeting area for players and parents and of course their own quality training and match pitches. In 2019, after a series of meetings with the then Town Clerk, James Corrigan, it was positively discussed that Premier United FC would have access to a new ground and facilities, funded by the 106 monies from the sale of Newlands School and its extensive amenities.

We provided extensive data on our club and partnership commitments from the FA to support this application. We did a public announcement about this agreement which officers were supportive of. However, as the council is aware, it was not possible to find a location for the new pitch and facilities.

The ongoing pressures of finding adequate areas to deliver good quality training for over 250 players at the Salts and related facilities for storage of 7 sets of goals and a place for parents and players to socialise remains a priority, We are the largest sports club at the Salts(re young people ) that have no club house (and related storage area ) or our own formal dedicated training areas/pitches

## **OUR PROPOSALS AND OPPORTUNITIES -2026-2029**

In recent months, we have held a number of productive meetings with Town Council staff to collaborate on implementing both short-term and medium-term solutions.

### **Short term 2026**

Subject to the Town Council's approval and planning sign off we would like to house a container (sympathetically refurbished to look like a club house) and a related external storage area for portable goals at the Salts. The costs of this would be in the region of £6,000 that we would aim to raise club funds from go fund me, sponsorship and club events i.e. sponsored walk to meet all these costs. We recognise that besides these capital expenditures, there would also be rental payments to the council for using the space where the container will be located.

We would see this option as a short to medium term opportunity to meet our facilities needs until the strategic development of the Salts has been implemented -we would hope this would include a permanent space for us to use as a club house and storage.

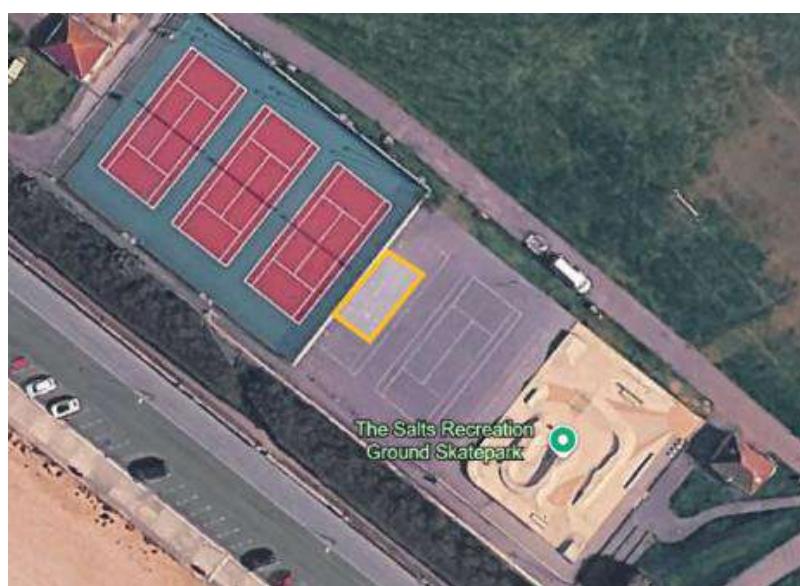
*Container and related Storage:*



- 40ft x 10ft container
- Room 1 internal storage room balls equipment inc for disabled football.
- Room 2 meeting area for players and parents socialising. billboard with club announcements and for committee meetings. Happy to hire free of charge to small community groups.
- If possible, we would like to add power and water which would include a drinking fountain for players when training and a water station for the public who are walking dogs.
- We would clad the outside of the unit so that it does not look like a container but more like a club house.

Possible **short -term** Location until this area is redeveloped.

Arial shot of location between tennis courts and skate park:





Alternative locations for the Container / club house (and storage) might be

- alongside the Changing rooms (near the 11 v 11 football pitch);
- alongside the scout hut. This was originally agreed in principle in 2022 as a suitable location by the community services committee, but the proposals weren't taken forwards.

#### **Medium Term opportunities - 2027 -2029**

We are working as a key stakeholder with council staff on shaping the strategic direction of the Salts Re development.

We will be a Strategic Partner as part of the Salts redevelopment with a link for FA funding.

GARY MCKENZIE

CHAIR AND HEAD COACH PREMIER UNITED FC

6<sup>th</sup> December 2025



<b>Report No:</b>	117/25
<b>Agenda Item No:</b>	10
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>8 January 2026</b>
<b>Title:</b>	<b>Revision of Pitch Hire Pricing 2026 - 2027</b>
<b>By:</b>	<b>Peter Cousin, Head of Place</b>
<b>Purpose of Report:</b>	<b>To propose pitch hire fees for Seaford Town Council's sports pitches for the 2026 – 2027 financial year</b>

### **Actions**

#### **Full Council is advised:**

1. To consider the contents of the report and the proposed sport pitch hire fees for 2026 – 2027.
2. To move to vote on the motions below

### **Recommendations**

#### **Full Council is recommended:**

1. To note the contents of the report
2. To approve the sport pitch hire fees as detailed in the report for the 2026 – 2027 financial year.

### **1. Caveat**

1.1 Due to time constraints this paper has been brought straight to Full Council, and not via the Golf, Open Spaces and Climate Action (GOSCA) Committee. The reason being that the Town Council's tenant sports clubs have asked for information on this as soon as possible so they are able to budget for their next year.

**1.2** This proposal does not include fees for the Crouch bowling green, as discussions with the Crouch Bowls Club is ongoing due to a considerable change in the way the Town Council manages the bowls green; a separate paper will be brought to Full Council on 29 January 2026.

## **2. Introduction**

**2.1** In previous years, and as part of the Grounds Maintenance Contract with Lewes District Council, the rate of pitch fees charged by the Town Council was matched to Lewes District Council's rates. From 1 April 2026 Seaford Town Council will manage its own Grounds Maintenance Contract and therefore will be in a position to set its own fees.

**2.2** This paper brings the proposed fees for all sports pitches that are hired out by the Town Council, whether this be hires by tenant sports clubs or other parties / individuals.

## **3. Information**

**3.1** **Appendix A** shows the Town Council's current fee structure and the proposed fees for 2026 - 2027.

**3.2** Officers have proposed reducing the fees payable by Seaford Cricket Club when hiring the cricket pitch/es to reflect the fact that the Town Council's Grounds Maintenance Contractor will no longer be servicing the "fine turf" of the central square (the rectangular strip at the centre of the cricket pitch) and that this will be provided by the Cricket Club directly. Previously this was outsourced by IdVerde Ltd to a specialist contractor, but the Town Council's Grounds Maintenance Contract does not include this specialist provision. Officers have been advised that this will save an estimated £10,000 annually. As the Town Council will not maintain the main square, hiring this will be charged at the same rate as the artificial square (as shown in Appendix A). A Memorandum Of Understanding will be drawn up between the Town Council and the Cricket Club to agree the details of responsibilities and minimum requirements.

**3.3** Officers have introduced a new fee for "closed matches" at The Crouch. This is for matches where the pitch and the immediate surrounding areas are closed off for public access and that entrance to the area is charged. This is to reflect the additional costs incurred by the Town Council to accommodate this type of booking onsite e.g. the provision and ongoing

maintenance of gates and padlocks and also to reflect the increased hire area and permission to generate revenue on site

- 3.4** Other pitch prices have been increased by 3.8% in line with the Consumer Price Index (for the 12 months to October 2025) and rounded off to the nearest 5 pence.
- 3.5** At time of writing, Lewes District Council has not published its prices for 2026 - 2027, however, it has been indicated that a match price for Walmer Road pitches will likely be £80/match.
- 3.6** For 2026 - 2027 the Town Council will be managing its own bookings, which will allow the Town Council better oversight of all bookings and the ability to ensure the correct fees are being applied, as officers are aware that some bookings have not been accurately made previously.

#### **4. Financial Appraisal**

- 4.1** Except in the cases of cricket, officers are proposing an increase of 3.8% in total across all pitch hire fees.
- 4.2** Officers estimate the reduction in pitch hire fees for the Cricket Club will reduce income by £621.27 annually (based on fees paid in 2025). However, this is more than offset by the approximate £10,000 reduction in expenditure with the Cricket Club carrying out their own fine turf maintenance..
- 4.3** Officers believe that the introduction of handling bookings in-house will have an overall positive impact on income.

#### **5. Contact Officer**

- 5.1** The Contact Officer for this report is Peter Cousin, Head of Place.

**Seaford Town Council - Pitch Hire Fee Proposal 2026 - 2027**

The following fees apply equally to sports pitches across all of the Town Council-owned sites

<b>Football &amp; Rugby</b>	Current 2025 - 2026	Proposed 2026 - 2027
Training	£38.00	£39.45
Match	£78.00	£80.95
Mini	£8.00	£8.30
Closed Match	-	£110.00
Junior Match	£38.00	£39.45
Junior Training	£20.00	£20.75

<b>Cricket</b>	Current 2025 - 2026	Proposed 2026 - 2027
Match (Main square) Day	£83.00	£64.35
Match (Artifical square) Day	£62.00	£64.35
Match (Main square) Evening	£36.00	£29.05
Match (Artifical square) Evening	£28.00	£29.05
Training (Main square)	£35.00	£28.05
Training (Artificial square)	£27.00	£28.05



## Seaford Town Council

<b>Report No:</b>	142/25
<b>Agenda Item No:</b>	11
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>8 January 2026</b>
<b>Title:</b>	<b>Esplanade Car Park Collaboration Agreement</b>
<b>By:</b>	<b>Steve Quayle, Town Clerk</b>
<b>Purpose of Report:</b>	<b>To seek approval for the Town Clerk to execute the East Sussex County Council Collaboration Agreement as a Deed, to enable East Sussex County Council to enforce parking at the Esplanade Car Park</b>

### **Actions**

#### **Full Council is advised:**

1. To consider the report and attached appendix
2. To vote on the motions below

### **Recommendations**

#### **Full Council is recommended:**

1. To note the contents of the report
2. To delegate authority to the Town Clerk to sign the Collaboration Agreement with East Sussex County Council for parking enforcement at the Esplanade Car Park

## **1. Background**

1.1 Since 2004, East Sussex County Council (ESCC) have been enforcing parking restrictions at Esplanade Car Park in Seaford, believing they were doing so on behalf of Lewes District Council (LDC) as the landowner.

- 1.2 According to the strict letter of the law, the legal owner of the Esplanade Car Park remains LDC as they are named on the Proprietorship Register at the Land Registry.
- 1.3 However, this land was ceded to the Town Council in 2003 by LDC and has never been registered at the Land Registry since then, so the Town Council are the beneficial owners, if not the legal owners.
- 1.4 Councillors will be aware that all outstanding land and assets owned by the Town Council are currently undergoing a process of registration formally and correctly for the first time, meaning that soon the legal interest of the Esplanade Car Park will sit with the Town Council, alongside the beneficial interest.
- 1.5 As such, in preparation for this, ESCC need to get the right agreements in place to ensure they are enforcing for the Town Council, instead of for LDC.

## **2. Collaboration Agreement**

- 2.1 ESCC require the Town Council to enter into a Collaboration Agreement in order to enforce parking at the site once the Town Council becomes the legal owner.
- 2.2 ESCC has provided a draft Collaboration Agreement, which is attached as Appendix A to this report.
- 2.3 The Town Clerk and Assets & Contracts Manager have reviewed this document and have no concerns with its contents.
- 2.4 ESCC have confirmed that as they will be carrying out a legislative process on behalf of the Town Council (enforcing parking regulations) they must have a legal agreement with the Town Council to carry this out. As such, a simple Memorandum of Understanding would not suffice.
- 2.5 ESCC have also confirmed they will transfer the Traffic Regulation Order (TRO) into the Town Council's name, and that there will be no charge to the Town Council for doing so.
- 2.6 In addition, ESCC have confirmed they will not charge the Town Council for enforcing parking at the Esplanade Car Park whilst the parking on the site remains free. However, any penalty charge income will be payable in full to ESCC.
- 2.7 ESCC have separately advised that if the Town Council were to start charging for parking at the site, then they would look to offset their

enforcement costs by levying a proportion of this income as a fee to the Town Council for parking enforcement.

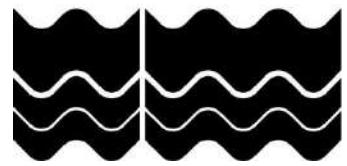
### **3. Financial Appraisal**

- 3.1** The arrangement between ESCC and LDC for the last 20+ years has not resulted in any lost revenue for the Town Council as parking at the Esplanade Car Park is free.
- 3.2** There are no direct financial implications as a result of this report.

### **4. Contact Officer**

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

Dated \_\_\_\_\_ 2025



**(1) EAST SUSSEX COUNTY COUNCIL**

AND

**(2) SEAFORD TOWN COUNCIL**

**COLLABORATION AGREEMENT**

**Relating to**

**Civil Parking Enforcement Services in Lewes District**

East Sussex County Council  
County Hall  
St. Anne's Crescent  
Lewes  
East Sussex BN7 1UE  
ref. 18070932/NMA

## Report 142/25 APPENDIX A

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## Report 142/25 APPENDIX A

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_

2025

## BETWEEN:

**(1) EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1UE ('ESCC'); and

**(2) SEAFORD TOWN COUNCIL** of 37 Church St, Seaford BN25 1HG ('STC').

Collectively referred to as “**the Parties**” and individually as a “**Party**”.

## RECITALS

- (A) Prior to September 2004, on-street traffic offences in the Lewes District were managed by Sussex Police. Lewes District Council independently employed staff to manage and carry out enforcement duties in relation to off-street car parks owned or managed by Lewes District Council.
- (B) On 20 September 2004 the Road Traffic (Permitted Parking Area and Special Parking Area) (County of East Sussex) District of Lewes) Order 2004 ("2004 Order") came into effect following an application by ESCC under paragraphs 1(1) and 2(1) of Schedule 3 to the Road Traffic Act 1991. The 2004 Order decriminalised certain traffic offences, enabling the Parties to manage those offences as civil offences (now known as 'civil parking enforcement').
- (C) Following the 2004 Order, ESCC and Lewes District Council agreed to work together to create a single scheme for the management of civil parking enforcement of both on and off-street parking ("CPE Scheme"). Since 2004, ESCC has outsourced the delivery of the CPE Scheme by way of a number of services contracts with third party service providers.
- (D) Due to the land transfer (involving the Car Park) that is due to occur between Lewes District Council and STC, ESCC and STC have entered into this Agreement to enable the civil parking enforcement activities that have previously been managed and enforced by ESCC on behalf of Lewes District Council to continue to be managed and enforced by ESCC (the "CPE Services").
- (E) The Councils have entered into this Agreement to formalise their respective roles and responsibilities in relation to the joint working arrangements.
- (F) Under section 111 of the Local Government Act 1972 each of the Parties has power to do anything which is calculated to facilitate, or is conducive or incidental to the discharge, of any of its functions.
- (G) Under section 1 of the Localism Act 2011 each of the Parties may do anything that individuals generally may do.
- (H) The Parties are contracting authorities for the purposes of the Procurement Act 2023. This Agreement falls within paragraph 3 of Schedule 2 as a contract which establishes and implements co-operation between the Parties.
- (I) By virtue of Section 3 of the Local Government Act 1999, each of the Councils has a duty to make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness.

IT IS HERBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

“Agreement Period”	means from the Commencement Date until 30 June 2028;
“Car Park”	means the Esplanade Car Park at Esplanade, Seaford, East Sussex, BN25 1JH;
“CPE Services”	shall have the meaning set out in Recital (D);
“2004 Order”	shall have the meaning set out in Recital (B);
“Authorised Officer”	means the person nominated in <b>Schedule 3 – Authorised Officers</b> to act on behalf of each of the Parties (respectively) in relation to this Agreement;
“CEDR”	means the Centre for Effective Dispute Resolution (or any successor body);
“Commencement Date”	means [INSERT];
“Confidential Information”	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Legislation;
“Contract”	means the contract entered into (by ESCC with the chosen Service Provider on behalf of itself and Lewes District Council for the provision of the Services;
“CPE Scheme”	shall have the meaning set out in Recital (C);
“Data Protection Legislation”	means the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Investigatory Powers Act 2016, the Investigatory Powers (Interception of Businesses etc for Monitoring and Record-keeping Purposes) Regulations 2018, the Data Protection Act 2018 and the GDPR and any legislation implemented in connection with the GDPR and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including as where applicable the guidance and codes of practice issued by the Information Commissioner.
“EIR”	means the Environmental Information Regulations 2004;

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“Financial Year”	means the period from 1 April to 31 March in each year;
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Act;
“General Data Protection Regulation/GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulations), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (see section 205(4));
“Intellectual Property”	means any and all patents, trade marks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them;
“Material”	means all data, text, graphics, images and other materials or documents created, used or supplied by a Party in connection with this Agreement unless before the first use or supply, the Party notifies the other Party that the data, text supplied is not to be covered by this definition;
“Mediator”	shall have the meaning set out in clause 22.5.1;
“Parking Team Manager”	means a person appointed by ESCC to act as contract manager for the Contract;
“Personal Data”	shall have the meaning set out in the Data Protection Legislation;
“Process”	shall have the meaning set out in the Data Protection Legislation;
“Service Provider”	means the third party contracting party with the obligation to deliver the Services under the Contract;
“Working Day”	means any day other than a Saturday, Sunday or public holiday in England and Wales;

1.2 Unless the context requires otherwise, in this Agreement:

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- 1.2.1 reference to any statute, order, regulation or other similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended or re-enacted by any subsequent statute, order, regulation or instrument;
- 1.2.2 words importing the singular shall include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa;
- 1.2.3 words importing one gender identity shall include the other gender identities;
- 1.2.4 the words “include”, “includes” “including” “for example” and “in particular” and words of similar effect shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.5 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.6 headings in this Agreement are included for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- 1.2.7 any reference in this Agreement to a “clause”, “provision”, “schedule” or “paragraph” are references respectively to a clause, provision, schedule or paragraph of this Agreement; and
- 1.2.8 the schedules shall have full force and effect.

1.3 Any decision, act or thing which a Party is required or authorised to take or do under this Agreement may be taken or done by the Party's Authorised Officer or any other person authorised, either generally or specially, by the relevant Party to take or do that decision, act or thing, provided that upon receipt of a written request the relevant Party shall inform the other Party of the name of any person so authorised.

### **2. ESTABLISHMENT OF THE COLLABORATION ARRANGEMENTS**

2.1 The Parties (which for the purposes of this clause shall, for the avoidance of doubt, include the Cabinet of ESCC and STC) agree to enter into this Agreement by the exercise of the following powers:

- 2.1.1 section 111 of the Local Government Act 1972;
- 2.1.2 Section 1 Localism Act 2011; and
- 2.1.3 any other enabling powers.

### **3. LENGTH OF AGREEMENT**

3.1 This Agreement shall commence on the Commencement Date and shall expire at the end of the Agreement Period.

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3.2 Termination of a Party's interest under this Agreement shall have no effect on any rights or remedies of any Party already accrued, prior to the date upon which such termination takes effect.

### 4. KEY PRINCIPLES OF JOINT WORKING

4.1 The Parties intend this Agreement to be legally binding.

4.2 Each party shall provide and be responsible for the provision of legal advice to itself in respect of this Agreement. Neither Party shall be required to provide to the other Party and, if given, shall not rely on any legal advice given by the other Party in respect of the provisions or working of this Agreement

4.3 Without prejudice to the specific terms of this Agreement, the Parties agree that they will conduct their relationship in accordance with the following principles:-

- 4.3.1 **collaborate and co-operate:** to ensure that activities are delivered and actions taken as required;
- 4.3.2 **be accountable:** take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- 4.3.3 **be open:** communicate openly about major concerns, issues or opportunities relating to the Agreement;
- 4.3.4 **learn, develop and seek to achieve full potential:** Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 4.3.5 **adopt a positive outlook:** behave in a positive, proactive manner;
- 4.3.6 **adhere to statutory requirements and best practice:** comply with applicable laws and standards including EU and UK procurement rules, Data Protection Legislation and the FOIA;
- 4.3.7 **act in a timely manner:** recognise the time-critical nature of the requirements of the Agreement and respond accordingly to requests for support;
- 4.3.8 **stakeholders:** manage stakeholders effectively;
- 4.3.9 **deploy appropriate resources:** ensure sufficient and appropriately qualified resources are available and authorised to fulfil the Agreement; and
- 4.3.10 **good faith:** act in good faith to support achievement of this Agreement and comply with these principles. Each Party will act properly and expeditiously in the performance of their respective obligations under this Agreement and do such reasonable acts, matters and things as may be consistent with or incidental to the attainment of any of the objectives of this Agreement.

**5. ROLES AND RESPONSIBILITIES – CAR PARK**

- 5.1 With effect from the Commencement Date, STC empowers ESCC to discharge on its behalf the CPE Services and to arrange for the discharge of the CPE Services by any officer of the ESCC in accordance with the terms and conditions of this Agreement. ESCC agrees to act in that capacity subject to and in accordance with the terms and conditions of this Agreement.
- 5.2 The Parties agree that ESCC may arrange for enforcement action to be undertaken in the Car Park.
- 5.3 The Parties shall undertake the roles and responsibilities as set out in **Schedule 1 – Roles and Responsibilities of the Parties** in relation to the Car Park.

**6. FINANCIAL CONTRIBUTIONS**

- 6.1 The financial arrangements between the Parties in relation to this Agreement, the Contract and the CPE Scheme are as set out in **Schedule 2 – Financial Contributions** to this Agreement.
- 6.2 Save as provided in **Schedule 2 – Financial Contributions**, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement, the Contract and the CPE Scheme.

**7. INDEMNITIES AND LIABILITY**

- 7.1 In the event that any proceedings or claims are instituted against either of the Parties arising out of or in connection with this Agreement as a result of ESCC's actions or failure to deliver the CPE Services in accordance with the terms of this Agreement, then the costs of defending the proceedings or claims and the payment of any damages or settlement arising out of the proceedings or claims shall be paid by ESCC (save to the extent that such failures were contributed to by any act or default of STC). In the event that STC incurs any costs in defending the proceedings or claims, ESCC shall indemnify STC of such costs reasonably incurred.
- 7.2 In the event that any proceedings or claims are instituted against STC arising out of or in connection with this Agreement as a result of STC's actions or failure to fulfil their requirements in accordance with the terms of this Agreement, then the costs of defending the proceedings or claims and the payment of any damages or settlement arising out of the proceedings or claims shall be paid by STC (save to the extent that such failures were contributed to by any act or default of ESCC). In the event that ESCC incurs any costs in defending the proceedings or claims, STC shall indemnify ESCC of such costs reasonably incurred.
- 7.3 In relying on the indemnities set out in Clauses 7.1 and 7.2, the Parties agree that they shall:
  - 7.3.1 promptly notify the indemnifying Party in writing of known circumstances giving rise to a claim;
  - 7.3.2 not admit, compromise or settle any claim without the consent of the indemnifying Party (not to be unreasonably withheld or delayed), except where the requirement for such consent would be unreasonable in the circumstances of the case;

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7.3.3 take all reasonable steps to mitigate any claim for which an indemnity may be sought.

7.4 Each Party warrants that it has obtained all necessary approvals required within its constitution to enter into this Agreement.

7.5 ESCC shall bear no liability to STC in respect of:

- 7.5.1 any damage that occurs to assets within the Car Park; or
- 7.5.2 theft of monies collected in Pay & Display machines located on or within the Car Park, where such is caused by a third party, unless the same arise from any breach by ESCC of its obligations under or in connection with this Agreement or any negligent act or omission in relation to such obligations. ESCC shall however pursue any rights it may have in relation to such matters under the Contract for and on behalf of STC.

### **8. VARIATIONS TO THIS AGREEMENT**

8.1 Any variation to this Agreement will only be effective if it is made in writing and signed by duly authorised representatives of all the Parties.

### **9. TERMINATION OF THIS AGREEMENT**

9.1 Either Party shall be entitled to terminate this Agreement by providing three (3) months notice in writing to the other Party.

9.2 Where any Party withdraws from this Agreement:

9.2.1 save as otherwise set out in this Agreement, its obligations in relation to the Agreement shall cease from the date of expiry of the notice given under this clause 9;

9.2.2 this shall not affect any accrued right or remedies under this Agreement;

9.2.3 clause 22 (Dispute Resolution) shall remain in force in respect of any of the matters arising from the performance of or withdrawal of any Party under this Agreement.

### **10. INFORMATION**

10.1 The Parties shall comply in all respects with the requirements of the Data Protection Legislation in so far as they apply to the Agreement.

10.2 ESCC has and shall maintain a Transport and Infrastructure Retention and Disposal Schedule that governs the use of data collected in connection with parking services (amongst other things). ESCC shall comply with this throughout the Contract Period and the duration of this Agreement.

10.3 The Parties acknowledge that they are each subject to the requirements of the FOIA and the EIR and shall, where reasonable, assist and co-operate with the other Party at their own expense to enable each Party to comply with its information disclosure obligations and

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nothing in this Agreement shall inhibit a Party in complying with its obligations under the FOIA or the EIR (as applicable).

- 10.4 Each Party shall use all reasonable endeavours to ensure that any formal public statements made as to this Agreement shall only be made after consultation with the other. Where either Party fails to respond within ten (10) Working Days to a notification from the other Party sent in accordance with clause 14 (Notices) regarding a proposed public statement, the requirement for consultation shall be deemed to have been satisfied. For the avoidance of doubt, a request from one Party for additional time to respond shall not be regarded as a failure to respond for these purposes.
- 10.5 No Party shall make use of another Party's corporate logo without their express permission.

### **11. CONFIDENTIALITY**

- 11.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
  - 11.1.1 treat the Confidential Information of the other Party as confidential and safeguard it accordingly;
  - 11.1.2 21.1.2 not disclose the other Party's Confidential Information to any other person without the other Party's prior written consent;
- 11.2 This clause 11 (Confidentiality) shall not apply to the extent that:
  - 11.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
  - 11.2.2 such information was lawfully in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 11.2.3 such information was lawfully obtained from a third party without obligation of confidentiality;
  - 11.2.4 disclosure is required to enable a determination to be made under Clause 22 (Dispute Resolution);
  - 11.2.5 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
  - 11.2.6 it is independently developed without access to the Confidential Information of the other Party.
- 11.3 The Parties may disclose the others Confidential Information solely to employees who are directly involved in the Agreement (or to other of its employees (including in its legal, finance or audit departments) or to its consultants or agents) and who need to know the information, and shall ensure that such recipients of Confidential Information are aware of and shall comply with these obligations as to confidentiality.

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- 11.4 The Parties shall not, and shall procure that any employees do not, use the other Party's Confidential Information received otherwise than for the purposes of this Agreement.
- 11.5 Nothing in this Agreement shall prevent a Party from disclosing Confidential Information to any department, office or agency of the Government for the purpose of the examination and certification of that party's accounts to the Audit Commission or Information Commissioner (or their successors) for any purpose for which that body is entitled to request information.
- 11.6 Each Party shall use all reasonable endeavours to ensure that any department, office or agency of the Government, employee, third party or sub-contractor to whom the other Party's Confidential Information is disclosed pursuant to this Clause 11 (Confidentiality) is made aware of that Party's obligations of confidentiality.
- 11.7 Nothing in this Clause 11 (Confidentiality) shall prevent any Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this does not result in a disclosure of another Party's Confidential Information or an infringement of Intellectual Property rights.
- 11.8 This Clause 11 (Confidentiality) shall remain in force in respect of any of the matters arising from the performance of or withdrawal of either Party under this Agreement.

### **12. INTELLECTUAL PROPERTY**

- 12.1 Each Party grants to the other Party a licence to use such of its Intellectual Property in its Material as is necessary to allow the CPE Services to be delivered and for the other Party to enjoy the benefit of the CPE Services provided that each Party shall at all times maintain standards of quality equivalent to those used by the other Party in relation to its Intellectual Property and shall comply with such reasonable instructions as may be notified to it by the other Party in connection with the use of such Intellectual Property from time to time.
- 12.2 Each Party shall retain all Intellectual Property in its Material and, except as expressly set out in clause 12.1, no Party is granted any rights to another Party's Intellectual Property.
- 12.3 Each Party warrants that it has or will have the necessary rights to grant any licences in respect of any Intellectual Property Material to be licensed.
- 12.4 Each Party agrees to execute such further documents and take such actions or do such things as may be reasonably requested by the other Party (and at the expense of the Party making the request) to give full effect to the terms of this Agreement.
- 12.5 This Clause shall remain in force in respect of any of the matters arising from the performance of or withdrawal of either Party under this Agreement.

### **13. AUDIT, SCRUTINY AND RECORD KEEPING**

- 13.1 Scrutiny relating to this Agreement and the provision of the CPE Services shall be the responsibility of each Party respectively.
- 13.2 The relevant committees of each Party responsible for scrutiny shall have the right to inspect any documents relating to this Agreement.

## 14. NOTICES

14.1 Except as otherwise expressly provided within this Agreement, any notice or other communication required to be given under or pursuant to this Agreement shall be in writing and may be given by the following methods with the respective deemed time and proof of service:

Manner of Delivery Deemed time of	Manner of Delivery Deemed time of	Manner of Delivery Deemed time of
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal Delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day.  Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day.  Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

14.2 For the purposes of a notice pursuant to this clause 14, the address of each Party shall be:

14.2.1 **For ESCC:**

Parking Team  
3<sup>rd</sup> Floor  
St Mary's House  
52 St. Leonard's Road  
Eastbourne  
East Sussex  
BN21 3UU; and

Email:

[INSERT]

14.2.2 **For ESCC copied to:**

Head of Legal Services  
County Hall  
Lewes  
East Sussex

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BN7 1UE

Email: [contractsandprocurement.legal@eastsussex.gov.uk](mailto:contractsandprocurement.legal@eastsussex.gov.uk)

14.2.3 **For STC:** [INSERT]

Email:

14.2.4 **For STC copied to:** [INSERT]

Email:

14.3 Notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in clause 14.1 above.

14.4 Either Party may change its address for service by serving a notice in accordance with this clause 14 (Notices).

14.5 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings and service of documents will not be accepted by email in relation to such matters.

### 15. ENTIRE AGREEMENT

15.1 This Agreement, together with the Schedules and all other documents attached or referred to in this Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes any prior agreement, arrangement or understanding between the Parties regarding its subject matter.

15.2 No representation, promise or undertaking shall be taken to have been made or implied from anything said or written in negotiations between the Parties prior to the date of this Agreement, except as expressly set out in this Agreement.

### 16. SEVERABILITY

16.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal:

16.1.1 the other provisions shall remain unaffected and in force except where it deprives one of the Parties of a substantial part of the benefit intended to be derived by it from this Agreement;

16.1.2 the Parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind the invalid, unenforceable or illegal provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended provision complies with the laws of that jurisdiction; and

16.1.3 if the Parties cannot agree upon the terms of any amendment within six (6) months of the date on which the provision was determined to be invalid, unenforceable or

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illegal then the dispute will be determined in accordance with Clause 22 (Dispute Resolution).

### **17. WAIVER**

- 17.1 The failure by any one of the Parties to insist upon strict performance of any provision of this Agreement or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
- 17.2 A waiver by one of the Parties of any default by the other Party shall not constitute a waiver of any other default.
- 17.3 No failure or delay in exercising or partial exercise of any right or power under this Agreement shall operate as a waiver thereof or prevent the further exercise of that or any other right or power.

### **18. SURVIVAL OF CLAUSES**

- 18.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement or the Contract shall remain in full force and effect.

### **19. FORCE MAJEURE**

- 19.1 Notwithstanding any provision of this Agreement or in any document referred to or incorporated in it, in the event of war, riot, civil commotion, terrorism, fire, lightning, earthquakes, flood or similar natural calamity strikes, or other industrial action or dispute or acts of government outside the control of the Parties which could not have reasonably been foreseen or avoided, then:
  - 19.1.1 neither Party shall be liable for any failure to carry out or delay in performing any of their respective obligations under this Agreement to the extent that such delay is due to the events described above;
  - 19.1.2 the Party affected shall be allowed a reasonable extension of time for performing such obligations;
  - 19.1.3 if necessary, the Parties may meet to agree such terms as are appropriate for the continued performance of this Agreement while the events above continue; and
  - 19.1.4 if, after one (1) calendar month, the Party affected still cannot perform its obligations, the other Party may terminate this Agreement forthwith.

### **20. CONFLICT OF INTEREST**

- 20.1 Each Party shall as soon as practical disclose to the other any actual or potential conflict of interest arising from this Agreement of which it becomes aware.

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20.2 The Parties shall give effect to such measures as may reasonably be agreed between them for ending or avoiding any such actual or potential conflict of interest, or alleviating this effect.

### **21. RIGHTS OF THIRD PARTIES**

21.1 The Parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.

### **22. DISPUTE RESOLUTION**

22.1 Where any dispute arises between the Parties in connection with this Agreement, all Parties will use their best endeavours to resolve that dispute on an informal basis.

22.2 The Parties shall use their best endeavours to resolve any disputes arising out of or relating to this Agreement through negotiations between their respective Authorised Officers, which shall be entered into in good faith in an attempt to come to an agreement in relation to the disputed matter.

22.3 If any dispute is not resolved under clauses 22.1 or 22.2, the dispute may be referred to the Chief Officers of the Parties (or their nominated delegate(s)) who shall meet within ten (10) Working Days of the referral of the dispute and will co-operate in good faith to resolve the dispute.

22.4 In the event that the dispute cannot be resolved in accordance with clause 22.3 within one (1) month (or such other period as may be agreed by the Parties) the Parties shall attempt to settle it by mediation.

22.5 The procedure for mediation and consequential provisions relating to mediation are as follows:-

22.5.1 a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to CEDR to appoint a Mediator;

22.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure;

22.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

22.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives; and

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22.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties.

22.6 If the Parties fail to resolve the dispute by mediation within two (2) months of the Mediator being appointed, or such longer period as may be agreed between the Parties, then any dispute or difference between them may be referred to the courts pursuant to clause 23 (Governing Law and Jurisdiction).

**23. GOVERNING LAW AND JURISDICTION**

23.1 This Agreement shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 22 (Dispute Resolution), each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**24. ASSIGNMENT AND SUB-CONTRACTING**

24.1 Save as expressly provided in this Agreement, neither Party shall be entitled to assign, novate or sub-contract their rights and obligations under this Agreement with prior written consent of the other Party not to be unreasonably withheld or delayed.

**25. TAXATION AND VAT**

25.1 Each Party shall bear its own liability for any taxation or duty chargeable in the United Kingdom in respect of its participation in the Agreement and each undertakes to indemnify the other Party in respect of any such taxation assessed on and paid by the other in respect of which the former is primarily liable.

25.2 Any supply made by one Party to the other pursuant to this Agreement shall be exclusive of any VAT chargeable on it and, in the event that supplies are chargeable to VAT as between the Parties, the Party to which the supply has been made shall (where required by law) pay VAT in addition to the payment for the supply, subject to the provision to the paying Party of a valid VAT invoice.

25.3 All payments to be made by one Party to the other under this Agreement shall be made in full without deduction of or withholding for or on account of any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Party making the payment is required by law to make any such deduction or withholding. If such withholding or deduction is so required by law, then the Party making the payment shall increase the amount of the payment so that the other Party receives the same amount as it would have received in the absence of the requirement to make the withholding or deduction, and the Party making the payment shall give to the other Party an appropriate certificate as may be required by law showing the amount.

25.4 If the Party receiving the payment subsequently obtains relief or credit in respect of the withholding or deduction, then it shall promptly repay to the Party which made the payment an amount equal to the credit or relief obtained up to maximum of the amount by which the payment was increased to take account of the withholding or deduction. The Parties shall co-operate with a view to allowing each other to obtain any available relief or credit in respect of

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any such withholding or deduction in respect of taxation and in particular but without prejudice to the foregoing generality shall give any information reasonably required by the other Party in connection with the making of a claim for relief under an applicable double taxation treaty.

### **26. RELATIONSHIP OF THE PARTIES**

- 26.1 Each Party is an independent body and neither Party shall have any right or authority to act on behalf of the other Party nor to bind the other Party by contract or otherwise, except to the extent expressly permitted by the terms of this Agreement.
- 26.2 Save as expressly provided in this Agreement or otherwise agreed in writing no Party shall:
  - 26.2.1 incur any liabilities on behalf of another Party;
  - 26.2.2 make any representations or give any warranty on behalf of another Party;
  - 26.2.3 enter into any contract or obligation on behalf of another Party; or
  - 26.2.4 commit to any expenditure as a result of which another Party shall be required to reimburse it.

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### Schedule 1 – Roles and Responsibilities of the Parties

#### **1. Obligations of both Parties**

- 1.1. As the same shall fall due from time to time the Parties shall immediately commence and shall each regularly and diligently proceed with, carry out and perform each of its obligations under this Agreement.
- 1.2. Each Party shall co-operate with the other and act in good faith and in a timely manner in order to facilitate the performance of their obligations under this Agreement and to avoid and/or mitigate causing any additional costs, delay and/or disruption to the CPE Services provided that no Party shall be obligated to perform tasks or duties which should be properly performed by the other.
- 1.3. Each Party will co-operate in good faith and in a timely manner to provide to the other with all such relevant information and assistance as may be required to comply with the obligations under the Contract and this Agreement.

#### **2. Obligations of ESCC**

- 2.1. ESCC will be responsible for ensuring delivery of the CPE Services to the Parties by the Service Provider and it acknowledges, warrants and undertakes to diligently comply with, carry out and perform its obligations under this Agreement for the benefit of itself and STC.
- 2.2. ESCC shall procure that the Service Provider maintains the Required Insurances (as defined in the Contract) throughout the Contract Period.
- 2.3. ESCC shall appoint the Parking Team Manager who will liaise with the Service Provider and STC as required

#### **3. Obligations of STC**

- 3.1. STC shall promptly update ESCC of any:
  - 3.1.1. proposed temporary closure of the Car Park (and in any event not less than three (3) Working Days prior to such closure taking place; or
  - 3.1.2. enforcement issues relating to the Car Park of which STC becomes aware.
- 3.2. STC shall:
  - 3.2.1. co-operate, support and provide reasonable assistance to ESCC to assist ESCC in fulfilling its tasks and obligations pursuant to this **Schedule 1 – Roles and Responsibilities of the Parties**
  - 3.2.2. contribute towards the CPE Services on the basis as set out in **Schedule 2 – Financial Contributions** hereof; and
  - 3.2.3. inform ESCC immediately about any circumstances or anticipated circumstances that could lead to a temporary or final discontinuation of the CPE Services.

**Report 142/25 APPENDIX A**  
**Schedule 2 – Financial Contributions**

**1. STC's financial contribution**

- 1.1. STC shall be responsible for the costs relating to maintaining the Car Park and infrastructure in accordance with the terms of the TRO.
- 1.2. There will be no charge to transfer the TRO into STC's name, any other TRO related work will be dependent on the request and there will be a £5k charge for TRO work to be completed that sits outside the regular Lewes review cycle.

**2. Income**

- 2.1. All penalty charge income from the Car Park will accrue to ESCC and be paid into ESCC's bank account.

**3. Financial Management**

- 4.1. Financial management will be undertaken in accordance with ESCC's procurement standing orders and Financial Procedure Rules.
- 4.2. Uncommitted, unspent funds will be carried forward into the following financial year.

**Report 142/25 APPENDIX A**  
**Schedule 3 – Authorised Officers**

For the purposes of this Agreement, the Parties appoint the following to act as their Authorised Officers:

Party	Name	Job Title	Telephone Number	Email Address
ESCC	Daniel Clarke	Parking Team Manager	01323 464057	<a href="mailto:daniel.clarke@eastsussex.gov.uk">daniel.clarke@eastsussex.gov.uk</a>
STC	[INSERT]	[INSERT]	[INSERT]	[INSERT]

**EXECUTED as a DEED**  
by the affixing of the **COMMON SEAL** of  
**EAST SUSSEX COUNTY COUNCIL**  
in the presence of:

Authorised Signatory

**EXECUTED as a DEED**  
by the affixing of the **COMMON SEAL** of  
**SEAFORD TOWN COUNCIL**  
in the presence of:

Authorised Signatory



## Seaford Town Council

<b>Report No:</b>	143/25
<b>Agenda Item No:</b>	12
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>8 January 2026</b>
<b>Title:</b>	<b>Local Government Reorganisation Consultation Response</b>
<b>By:</b>	<b>Steve Quayle, Town Clerk</b>
<b>Purpose of Report:</b>	<b>To seek Full Council's approval of the proposed Seaford Town Council responses to the Government's consultation on local government reorganisation</b>

### **Actions**

#### **Full Council is advised:**

1. To read and consider the proposed responses, detailed in Appendix A, as devised by officers.
2. To move to a vote on the motion below.

### **Recommendations**

#### **Full Council is recommended:**

1. To approve the proposed responses, as detailed in Appendix A to report 143/25.

## **1. Introduction**

1.1 As part of the ongoing local government reorganisation process, the Ministry of Housing, Communities & Local Government (MHCLG) is currently consulting on the proposals for local government reorganisation that have been put forward by the county, city, district and borough councils across Sussex.

- 1.2 The consultation webpage is available to view [online here](#), although this paper sets out an overview of the proposals and direct links to the two proposals that would have a direct impact on Seaford.
- 1.3 The Town Council is not obliged to respond to this consultation, but as the second largest town council in East Sussex and a future key partner and stakeholder to the eventual unitary authority, it is felt important that the Town Council should make its representations known within the process.
- 1.4 To that end, this report sets out the proposed responses, devised by officers, and seeks Full Council's approval to respond with the wording as set out in **Appendix A** (with the draft responses in bold text and highlighted in yellow).

## 2. Proposals

- 2.1 Throughout the summer all 15 of the mid and higher tier councils in Sussex were invited to make proposals for unitary local government across the county.
- 2.2 By the September 2025 deadline, four separate proposals had been received by MHCLG, and are detailed below:

**Proposal 1** – East Sussex County Council, Eastbourne Borough Council, Hastings Borough Council, Lewes District Council and Rother District Council proposed two unitary councils across the whole of the area of East Sussex and Brighton and Hove, comprising the current areas of:

- a) a single unitary council covering Eastbourne, Hastings, Lewes, Rother and Wealden
- b) Brighton and Hove to remain unchanged.

**Proposal 2** - Brighton and Hove City Council proposed five unitary councils across the whole of the area of East Sussex, West Sussex and Brighton and Hove. This proposal includes a request to split existing district council areas between the proposed new councils. These would comprise the current areas of:

- a) **Unitary A:** Brighton and Hove plus 4 wards and 1 parish from Lewes

- b) **Unitary B:** Eastbourne, Hastings, Rother plus 5 wards from Lewes and 9 wards from Wealden (including Seaford}
- c) **Unitary C:** Mid-Sussex plus 34 wards from Wealden and 10 wards from Lewes
- d) **Unitary D:** Chichester, Crawley, Horsham
- e) **Unitary E:** Adur, Arun, and Worthing

**Proposal 3** - West Sussex County Council have proposed one unitary council across the whole of the area of West Sussex. This would comprise the current district areas of:

- a) Adur, Arun, Chichester, Crawley, Horsham, Mid-Sussex and Worthing

**Proposal 4** - Adur District Council, Arun District Council, Chichester District Council, Crawley Borough Council, Horsham District Council, Mid-Sussex District Council and Worthing Borough Councils have proposed two unitary councils across the whole of the area of West Sussex. These would comprise the current district areas of:

- a) **Unitary A** – Adur, Arun, Chichester and Worthing
- b) **Unitary B** – Crawley, Horsham, and Mid Sussex

**2.3** Wealden District Council did not submit a proposal.

### **3. Town Council's Response**

- 3.1** The Town Council is not proposing to comment on Proposals 3 or 4. These proposals relate entirely to West Sussex and the Town Council does not consider it proportionate to respond to these proposals.
- 3.2** It is felt important that the Town Council responds to both Proposals 1 and 2 as either of these proposals being adopted would affect the town of Seaford from April 2028, when the prospective unitary authority is currently scheduled to become vested.
- 3.3** The Town Council broadly supports the [\*\*East Sussex Proposal 1\*\*](#), put forward by all mid and top tier councils within East Sussex, save for Wealden.

**3.4** The Town Council is strongly opposed to the [\*\*Brighton & Hove Proposal 2\*\*](#) for a number of reasons, namely:

- a) It would separate Seaford (and Newhaven) from their near neighbours East Saltdean, Telscombe Cliffs and Peacehaven, who would be placed into Unitary A, administered from Brighton.
- b) It would separate Seaford (and Newhaven) from their historic links to Lewes, who would be placed in Unitary C described as 'Mid-Sussex'.
- c) It would pair Seaford (and Newhaven) with the distant towns of Hastings, Rye, Battle and Bexhill, in addition to Eastbourne, and seeks to suggest Seaford has more affinity to these towns than it does to its close Lewes District neighbours with which the town has worked and cooperated over decades.

**3.5** It would create five unitary councils with populations of 300,000-400,000, not one of which would comply with the Government's published criteria of 500,000 population as a recommended minimum

**3.6** It focuses heavily on "protecting the identity" of Brighton & Hove, whilst giving no such considerations to the historic towns within Lewes District.

**3.7** It would carve up the Parliamentary constituency of Lewes into different unitary authorities.

**3.8** It gives no consideration whatsoever to any of West Sussex being incorporated into the enlarged Brighton & Hove model.

**3.9** It has no support from any other mid or top tier council, in contrast to Proposal 1 which is supported by five of the six councils within East Sussex.

**3.10** The proposed responses from the Town Council are detailed at Appendix A.

## **4. Financial Implications**

**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

## Report 143/25 – Appendix A

### Proposal 1 - Consultation for 2 unitary councils:

- A single unitary authority:** Eastbourne, Hastings, Lewes, Rother and Wealden
- Brighton and Hove** to remain unchanged

1. To what extent do you agree or disagree that the proposal suggests councils that are based on sensible geographies and economic areas?

<b>Strongly agree</b>	Somewhat agree	Neither agree nor disagree
Somewhat disagree	Strongly disagree	Don't know

2. To what extent do you agree or disagree that the proposed councils will be able to deliver the outcomes they describe in the proposal?

Strongly agree	<b>Somewhat agree</b>	Neither agree nor disagree
Somewhat disagree	Strongly disagree	Don't know

3. To what extent do you agree or disagree that the proposed councils are the right size to be efficient, improve capacity and withstand financial shocks?

<b>Strongly agree</b>	Somewhat agree	Neither agree nor disagree
Somewhat disagree	Strongly disagree	Don't know

4. To what extent do you agree or disagree that this proposal will put local government in the area as a whole on a firmer footing, particularly given that some councils in the area are in receipt of Exceptional Financial Support?

Strongly agree	Somewhat agree	Neither agree nor disagree
Somewhat disagree	Strongly disagree	<b>Don't know</b>

5. To what extent do you agree or disagree that the proposed councils will deliver high quality, sustainable public services?

Strongly agree	<b>Somewhat agree</b>	Neither agree nor disagree
Somewhat disagree	Strongly disagree	Don't know

6. To what extent do you agree or disagree that the proposal has been informed by local views and will meet local needs?

Strongly agree	<b>Somewhat agree</b>	Neither agree nor disagree
Somewhat disagree	Strongly disagree	Don't know

7. To what extent do you agree or disagree that establishing the councils in this proposal will support devolution arrangements, for example, the establishment of a strategic authority?

<b>Strongly agree</b>	Somewhat agree	Neither agree nor disagree
Somewhat disagree	Strongly disagree	Don't know

8. To what extent do you agree or disagree that the proposal enables stronger community engagement and gives the opportunity for neighbourhood empowerment?

Strongly agree	<b>Somewhat agree</b>	Neither agree nor disagree
Somewhat disagree	Strongly disagree	Don't know

9. If you would like to, please use the free text box to explain the answers you have provided to questions 1-8 referring to the question numbers as part of your answer. You may also use the box to provide any other comments you have on this proposal.

**The Proposal retains the existing historic links between the towns and villages of East Sussex, especially in the case of Seaford - for its historic links to Lewes, Peacehaven and Telscombe Cliffs. It would utilise to best effect the existing strong partnerships between the current County Council and District and Borough Councils across the county to enhance local voice and accountability. The proposal satisfies the Government's stated minimum population aspiration for a minimum of 500,000 population, and would prevent substantial wasted reorganisation costs caused by slicing up the county, by utilising the existing geographical boundaries for services that already exist across the footprint of the county. This proposal is the least disruptive to the communities across East Sussex, and is supported by 5 out of 6 of the legacy councils, whilst also delivering the unitary model of local governance. The Town and Parish Councils, particularly in Seaford, stand ready to work in close stakeholder partnership with the emerging unitary authority to help represent and advocate for their townsfolk at a hyper local level following the dissolution of the current District & Borough Councils.**

10. I confirm that I have not provided any information that identifies an individual in the free text box.

**Yes**

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## **Proposal 2 - Consultation for 5 unitary councils:**

1. **Unitary A:** Brighton and Hove plus 4 wards and 1 parish from Lewes
2. **Unitary B:** Eastbourne, Hastings, Rother plus 5 wards from Lewes and 9 wards from Wealden
3. **Unitary C:** Mid-Sussex plus 34 wards from Wealden and 10 wards from Lewes
4. **Unitary D:** Chichester, Crawley, Horsham
5. **Unitary E:** Adur, Arun, and Worthing

This proposal is accompanied by a request for boundary change to split existing districts between new unitary authorities. Please answer the questions on the proposal including the modifications. We will also ask you an additional question on whether you think there is a strong justification for these splits.

1. To what extent do you agree or disagree that the proposal suggests councils that are based on sensible geographies and economic areas?

Strongly agree	Somewhat agree	Neither agree nor disagree
Somewhat disagree	<b>Strongly disagree</b>	Don't know

2. To what extent do you agree or disagree that the proposed councils will be able to deliver the outcomes they describe in the proposal?

Strongly agree	Somewhat agree	Neither agree nor disagree
Somewhat disagree	<b>Strongly disagree</b>	Don't know

3. To what extent do you agree or disagree that the proposed councils are the right size to be efficient, improve capacity and withstand financial shocks?

Strongly agree	Somewhat agree	Neither agree nor disagree
Somewhat disagree	<b>Strongly disagree</b>	Don't know

4. To what extent do you agree or disagree that this proposal will put local government in the area as a whole on a firmer footing, particularly given that some councils in the area are in receipt of Exceptional Financial Support?

Strongly agree	Somewhat agree	Neither agree nor disagree
Somewhat disagree	Strongly disagree	<b>Don't know</b>

5. To what extent do you agree or disagree that the proposed councils will deliver high quality, sustainable public services?

Strongly agree	Somewhat agree	Neither agree nor disagree
<b>Somewhat disagree</b>	Strongly disagree	Don't know

6. To what extent do you agree or disagree that the proposal has been informed by local views and will meet local needs?

Strongly agree	Somewhat agree	Neither agree nor disagree
Somewhat disagree	<b>Strongly disagree</b>	Don't know

7. To what extent do you agree or disagree that establishing the councils in this proposal will support devolution arrangements, for example, the establishment of a strategic authority?

Strongly agree	Somewhat agree	<b>Neither agree nor disagree</b>
Somewhat disagree	Strongly disagree	Don't know

8. To what extent do you agree or disagree that the proposal enables stronger community engagement and gives the opportunity for neighbourhood empowerment?

Strongly agree	Somewhat agree	<b>Neither agree nor disagree</b>
Somewhat disagree	Strongly disagree	Don't know

9. If you would like to, please use the free text box to explain the answers you have provided to questions 1-8 referring to the question numbers as part of your answer. You may also use the box to provide any other comments you have on this proposal. Text box to add further comments

a) **It would separate Seaford (and Newhaven) from their near neighbours**

**East Saltdean, Telscombe Cliffs and Peacehaven, who would be placed into Unitary A, administered from Brighton.**

b) **It would separate Seaford (and Newhaven) from their historic links to Lewes, who would be placed in Unitary C described as 'Mid-Sussex'.**

**5.2 It would pair Seaford (and Newhaven) with the distant towns of Hastings, Rye, Battle and Bexhill, in addition to Eastbourne, and seeks to suggest Seaford has more affinity to these towns than it does to its close Lewes District neighbours with which the town has worked and cooperated over decades**

- a) It would create 5 unitary councils with populations of 300,000-400,000, not one of which would comply with the Government's published criteria of 500,000 population as a recommended minimum**
- b) It focuses heavily on “protecting the identity” of Brighton & Hove, whilst affording no such considerations to the historic towns within Lewes District.**
- c) It would carve up the Parliamentary constituency of Lewes into different unitary authorities.**
- d) It gives no consideration whatsoever to any of West Sussex being incorporated into the enlarged Brighton model.**
- e) It has no support from any other mid or top tier council, in contrast to Proposal 1 which is supported by 5 of the 6 councils within East Sussex**

10. This proposal is accompanied by a request that the Secretary of State considers boundary change. To what extent do you agree or disagree that the proposal sets out a strong public services and financial sustainability justification for boundary change?

Strongly agree      Somewhat agree      Neither agree nor disagree  
Somewhat disagree      **Strongly disagree**      Don't know

11. If you would like to, please use this free text box to explain your answer to question 10.

Text box to add further comments

**The entire premise of Proposal 2 appears to be focused on “protecting the identity of Brighton & Hove” whilst affording no such consideration to the historic towns within Lewes District who have worked and cooperated closely for decades.**

12. I confirm that I have not provided any information that identifies an individual in the free text boxes.

**Yes**



## Seaford Town Council

<b>Report No:</b>	94/25
<b>Agenda Item No:</b>	13
<b>Committee:</b>	Extraordinary Full Council
<b>Date:</b>	8 January 2026
<b>Title:</b>	Seaford Health Stakeholders Group – Seaford Town Council Representation
<b>By:</b>	Isabelle Mouland, Community Engagement & Democratic Services Manager
<b>Purpose of Report:</b>	To appoint Seaford Town Council representatives to the Seaford Health Stakeholders Working Group

**N.B. This is the report that was presented to October Full Council but adjourned due to time constraints – there have been no changes to this report i.e. it is exactly the same as presented to October Full Council**

<b>Actions</b>
<b>Full Council is advised:</b>
1. To consider the contents of the report. 2. To move to a vote on the motions below.

<b>Recommendations</b>
<b>Full Council is recommended:</b>
1. To note the contents of the report. 2. To note the Terms of Reference for the Seaford Health Stakeholders Working Group at Appendix A. 3. To appoint up to four Seaford Town Council representatives to the Seaford Health Stakeholders Working Group.

## 1. Information

- 1.1 On 25 July 2024, the Town Council established the Seaford Health Stakeholders Working Group (this group was previously an Outside Body), agreeing its Terms of Reference and appointing two Town Council representatives to the Group.
- 1.2 The purpose of the Group is for Seaford Town Council to facilitate communication and engagement between stakeholders across health, social care, and health-related services across local communities including local people; to consider Seaford's health needs and assets with a view to identifying and improving health and wellbeing.
- 1.3 In recent meetings, this has included discussions around: health facilities within the town, access to mental health services for adults and young people, networking and shared problem-solving, and updates on activities, events and pressures / challenges experienced by the groups in attendance
- 1.4 The Group comprises of representatives from Seaford Town Council, East Sussex County Council, Lewes District Council, the Sussex Integrated Care Board, and other organisations delivering primary care, community health and social care, mental health and housing support, voluntary health and social support, and community and social enterprises.
- 1.5 This is an ongoing working group with no specific end date.
- 1.6 The Terms of Reference can be found at **Appendix A** and state that "Seaford Town Council representatives on the Group will be appointed annually at the Town Council's Annual Meeting"; unfortunately, this was overlooked at the Full Council meeting in May 2025 and this paper seeks to rectify that oversight.
- 1.7 Therefore, members are invited to consider putting themselves forward to join the Seaford Health Stakeholders Working Group.
- 1.8 The Group meets quarterly, usually on a Wednesday, 2-4pm in the Council Chamber, 37 Church Street, Seaford.
- 1.9 Full Council is recommended to appoint up to four Town Council representatives to the Group.

## 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 and Democratic Services Manager.



Seaford Town Council

## SEAFORD HEALTH STAKEHOLDERS GROUP TERMS OF REFERENCE

### 1. Purpose

Facilitation through Seaford Town Council of communications and engagement between stakeholders across health, social care, and health-related services across local communities including local people; to consider Seaford's health needs and assets with a view to identifying and improving health and wellbeing. This is an ongoing working group with no specific end date.

### 2. Membership

The membership of the Group will comprise of representatives from Seaford Town Council, East Sussex County Council, Lewes District Council, the Sussex Integrated Care Board, and other organisations delivering primary care, community health and social care, mental health and housing support, voluntary health and social support, and community and social enterprises.

The Town Council will keep a list of organisations invited to send representation to the Group. Any new organisation wishing to send representation to the Group can request so in writing to Seaford Town Council where it will be considered, in consultation with the Group's Chair.

Seaford Town Council representatives on the Group will be appointed annually at the Town Council's Annual Meeting.

### **3. Roles and Responsibilities**

Members of the group will work together to ensure:

- Representation at meetings
- Identification of local needs and assets
- Fostering of collaboration
- Consideration of realistic solutions
- Championing of the network.

### **4. Meetings**

- Quarterly, daytime meetings
- Chair is elected by the group, by consensus
- Meeting agendas are provided by the Chair through Seaford Town Council officers
- Minute taking is provided by Seaford Town Council officers.

### **5. Reporting**

From time to time, it will be necessary for the Group to report information or make recommendations to Seaford Town Council.

Seaford Town Council representatives on the Group will be invited at each Town Council Full Council meeting to provide any updates or share information on current Group activities.

The Working Group will be invited by Seaford Town Council officers to submit an annual report at the Seaford Town Council Annual Meeting.

### **6. Amendment**

This Terms of Reference may be amended, varied or modified in writing after consultation and agreement by members of the group and Seaford Town Council.



## Seaford Town Council

<b>Report No:</b>	98/25
<b>Agenda Item No:</b>	14
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>8 January 2026</b>
<b>Title:</b>	<b>Adoption of a Whistleblowing Policy</b>
<b>By:</b>	<b>Darryl Keech, Deputy Town Clerk &amp; Responsible Financial Officer</b>
<b>Purpose of Report:</b>	<b>To present the recommendation from the Personnel Committee to adopt the Whistleblowing Policy</b>

**N.B. This is the report that was presented to October Full Council but adjourned due to time constraints – there have been no changes to this report i.e. it is exactly the same as presented to October Full Council**

<b>Actions</b>
<b>Full Council is advised:</b>
1. To consider the Whistleblowing Policy. 2. To move to a vote on the motions below.

<b>Recommendations</b>
<b>Full Council is recommended:</b>
1. To note the contents of the report. 2. To adopt the Whistleblowing Policy, as recommended by the Personnel Committee.

### 1. Introduction

- 1.1 At its meeting in March 2025, Full Council deferred consideration of a draft Whistleblowing Policy back to the Personnel Committee.

- 1.2 As the first step of this review, the Personnel Committee met and considered the draft Whistleblowing Policy at its meeting on 9 October 2025.
- 1.3 This report is now presenting the proposed Whistleblowing Policy at **Appendix A** for consideration and adoption by Full Council, as recommended by the Personnel Committee.

## 2. Information

- 2.1 Report 85/25 to the Personnel Committee provided:
  - (a) An introduction to the Whistleblowing Policy,
  - (b) Details of the review process and history of the consideration to date, and
  - (c) An introduction to the revised policy format that officers are looking to introduce.
- 2.2 Should members wish to revisit the report presented to the Personnel Committee, this can be viewed on the [Town Council's website](#) (page 4 onwards).
- 2.3 The Committee discussed the proposed policy at great depth, covering: feedback on the proposed new policy branding, margins within the document, scene setting within the introduction, councillors coming within the scope of the policy and the processes to enable this, the legislation applicable to whistleblowers and the scope of this, continuity of terms used, adding contact email addresses to the policy, the differentiation between whistleblowing and a grievance, updates to the hierarchical table, the process for a Town Council decision to be called in by councillors and how a disclosure of a Town Council decision would differ, clarity around malicious disclosures, the examples of external agencies to make disclosures to, the inclusion of volunteers in the policy, and residents being able to use the complaints process for raising concerns.
- 2.4 The Committee recommended that Full Council adopt the Whistleblowing Policy, subject to changes discussed in the meeting. Officers have subsequently tracked the changes discussed by the Personnel Committee on 9 October on the attached version of the policy.
- 2.5 Full Council is asked to consider the proposed Whistleblowing Policy as recommended (and amended) by the Personnel Committee and adopt this.

### **3. New Policy Format**

- 3.1** Since joining the Town Council, the Policy & Risk Officer and Deputy Town Clerk have been working on reviewing the Town Council's suite of policies, scheduling review dates, identifying new policies that require introducing, mapping out the linkage between policies, and reviewing the standard policy format.
- 3.2** The schedule of proposed reviews, new policies to be introduced and details of policy linkage is due to be reported to the Finance & General Purposes Committee at its meeting on 18 December 2025.
- 3.3** The revised policy format has been created sooner however, to enable this to be rolled out as policies are reviewed or introduced.
- 3.4** The proposed Whistleblowing Policy has been presented in the revised policy format, enabling:
  - (a)** clear and consistent Town Council branding being applied to all policy documents,
  - (b)** easily identifiable policy status, version history and linkage with other policies,
  - (c)** a table of contents for ease of navigating the document,
  - (d)** consistency across policy documents in relation to the initial sections of each policy document: introduction, aim and scope, who the policy applies to, and key definitions.
- 3.5** Officers welcome councillor feedback on the revised policy format, ahead of this being rolled out across all policy documents.

### **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 Darryl Keech, Deputy Town Clerk & Responsible Financial Officer.



# SEAFORD TOWN COUNCIL



## WHISTLEBLOWING POLICY

*This policy sets out the procedure to ensure that the Town Council deals with whistleblowing concerns in a fair, transparent and consistent manner*

*‘Working with our community to secure Seaford’s best future’*

## Policy Status

Version	1.0	Last Review Date	October 2025
Adopted Date	October 2025	Next Review Date	October 2028
Review Period	Annually	Approving Body	Full Council

## Version History

Date	Version	Approval	Status
{New policy}			

## Related Policies and Other References

Policy Reference Code	Policy Name
PE5	Grievance Policy
PE3	Disciplinary Policy
CC2	Code of Conduct Policy

## Table of Contents

Section	Title
1.0	Introduction
2.0	Aim and Scope
3.0	<u>Policy Application-Who This Applies To</u>
4.0	Defining Whistleblowing
5.0	Whistleblowing Policy and Grievance Procedure
6.0	Legal Framework
7.0	<u>Raising a Concern Internally</u> <u>Making a Disclosure</u>
8.0	Confidentiality
9.0	Investigation of the <u>Raised Concern</u> <u>Disclosure</u>
10.0	Recording and Monitoring of Whistleblowing <u>Complaints</u> <u>Disclosures</u>

## 1. Introduction

- 1.1. Seaford Town Council is committed to conducting all its business in an honest, fair, transparent, and consistent manner. The Council expects all its officers, councillors, contractors and volunteers to maintain high standards, ensuring integrity across all areas of the Council, and to act at all times in accordance with the Council's Whistleblowing Policy.
- 1.2. However, in common with all organisations and other councils, the Council is obligated to manage the risk of any misconduct, including, but not limited to fraud, unethical conduct, wrongdoing, or financial misconduct.
- 1.3. Officers, councillors, contractors or volunteers would often be the first to realise if there was something seriously wrong within the Council. However, they may be reluctant to voice their concerns, as they could worry about being perceived as untrustworthy colleagues. Furthermore, they may fear harassment or victimisation after ~~reporting a concern~~ disclosing concerns about wrongdoing within the Council. Under these circumstances, the risk of avoiding wrongdoing may arise, potentially leading to a delay in the necessary investigation for a suspected case of misconduct.
- 1.4. The Council is committed to the highest possible standards of openness, transparency, and accountability. In line with that commitment, we expect anyone who has serious concerns about any aspect of the Council's work to come forward and voice those concerns.
- 1.5. Therefore, to prevent misconduct and address it appropriately, the Council recognises that fostering a culture of openness and accountability is essential.
- 1.6. This policy document makes it clear that this can be done without any fear of victimisation, or discrimination. This Whistleblowing Policy is intended to ~~encourage and~~ enable anyone to raise serious concerns within the Council.
- 1.7. Hence, this policy is key to ensuring that any ~~concerns raised disclosure made~~ about wrongdoing ~~are is~~ addressed promptly and properly, and in a manner that fosters transparency and confidence in the Council's functioning.

## 2. Aim and Scope

- 2.1. The Whistleblowing Policy is primarily for ~~concerns disclosures~~ where the interests of the organisation or general public are at risk. This policy should be used if an incident arises that raises an ethical concern within the Council.
- 2.2. Therefore, the aim of the policy is to enable officers, councillors, contractors, and volunteers (hereafter 'Whistleblowers') to report unethical

misconduct that relates to an inappropriate or inadequate procedure, practice, or functioning within the Council.

2.3. This policy aims to:

- ~~Encourage~~Ensure Whistleblowers ~~to~~ feel confident in ~~raising serious concerns~~making a disclosure, questioning, and acting upon concerns about misconduct
- Provide avenues and flexibility for Whistleblowers to ~~raise concerns~~make a disclosure and receive feedback on any actions taken.
- Ensure that all Whistleblowers receive a response to their ~~concerns~~disclosure, where appropriate, and acknowledge that they have the right to ask for further information if the action taken is not satisfactory.
- Protect the confidentiality of a Whistleblower by ensuring they are protected from possible reprisals or victimisation if they have a reasonable belief that they have made a disclosure in good faith.

2.4. However, this policy shall not be used to deal with complaints or grievances which Whistleblowers may have about their employment and/or contractual terms.

### **3. Policy Application**

#### **3. Who This Applies To**

- 3.1. This policy applies to all Council ~~employees~~officers, regardless of whether they are full-time, part-time, temporary, or permanent officers. The policy ~~also~~ applies to ~~all volunteers and~~ contractors, including their staff working for the Council (e.g., agencies, consultants, and providers of services and supplies).
- 3.2. Additionally, this policy applies to all councillors and volunteers, ~~who have a level of exposure to and involvement in Town Council activities and processes and it is therefore felt only reasonable that they also have a prescribed route for making disclosures. A~~ albeit it is recognised by the Town Council that the strict definition of the term 'workers' in the legislation means ~~they~~councillors and volunteers are not afforded the same level of legal protection.

#### **4. Defining Whistleblowing**

- 4.1. Whistleblowing is the term used when a worker passes on information concerning wrongdoing. In this Policy, the Council calls that making a "disclosure" or raising a "concern." The wrongdoing will typically (although not necessarily) be something Whistleblowers have witnessed or become aware of at work.

- 4.2. Furthermore, it refers to a disclosure made in good faith and in the public interest by one or more Whistleblowers regarding wrongdoing, illegal acts or omissions witnessed.
- 4.3. The Council acknowledges a Whistleblower is a witness rather than a complainant.
- 4.4. Whistleblowing is not the same as making a complaint or raising a concern about poor treatment that that has been personally experienced. A Whistleblower is usually not directly or personally affected by the concern disclosed, although they may be indirectly.
- 4.5. This policy applies to **concernsdisclosures** regarding any aspect of service provision or the conduct of anyone acting on behalf of the Council.
- 4.6. The above-mentioned **concernsdisclosures** include but are not limited to the following:
  - A criminal offence has been committed, is being committed, or is likely to be committed.
  - Failure to comply with any legal or regulatory requirements or professional obligations.
  - Danger to the Council's standard operation (e.g., delays in projects or service provision)
  - Financial fraud or mismanagement of the Council
  - Breach of the Council's internal policies and procedures (e.g., disciplinary, health and safety policy).
  - Any types of conduct likely to harm the Council's reputation and trust and/or financial credibility.
  - Unauthorised disclosure of confidential information that may result in a breach of the Council's classified information and/or data protection.
  - Any deliberate damage to the environment (e.g., illegal dumping or dumping toxic waste that leads to water contamination).
  - Deliberate concealment of information tends to show any of the matters mentioned above.

## 5. Whistleblowing Policy and Grievance Procedure

- 5.1. The Council takes into consideration the distinction between whistleblowing and grievance while conducting its investigation into any incident of disclosing a concern, to proceed with the most proper procedure and suitable steps to investigate.
- 5.2. The Council's Whistleblowing Policy is designed primarily for **concernsdisclosures** where the interests of the Council are at risk.
- 5.3. The Whistleblowing Policy refers to a risk, unethical behaviour, or illegal activity that impacts others. It may involve situations that harm officers, volunteers, contractors, councillors, the Council as a whole, or the public. On the other hand, a grievance policy refers to an individual's complaint

regarding their employment situation, such as workplace relationships or the application and interpretation of employment terms and conditions.

5.4. If a Whistleblower is uncertain about which policy applies to the intended concern disclosure, any uncertainty must be raised with the Council's HR & OD Manager for further clarification and consideration. Email address: [HR@seafordtowncouncil.gov.uk](mailto:HR@seafordtowncouncil.gov.uk)

## 6. Legal Framework

- 6.1. The Council is committed to the Public Interest Disclosure Act (PIDA) 1998 ("The Act") and the Equality Act 2010, amended to provide protection for Whistleblowers to raise legitimate concerns regarding any misconduct within the Council, and to provide a guarantee against victimisation of Whistleblowers.
- 6.2. The Council acknowledges that a Whistleblower is not responsible for investigating the matter in any way. It is the Council's duty to investigate the concerns raised disclosure.
- 6.3. A Whistleblower will not be protected under the Act if the law is broken when making a disclosure.

## 7. Raising A Concern Disclosure

- 7.1. The Council acknowledges that the Whistleblower raising making a concern disclosure does not have to have firm evidence before doing so. Instead, the existence of a reasonable belief that wrongdoing is taking place is sufficient. Any evidence provided to the Council will be useful and would be considered in helping the Council investigate any concern reported disclosure, although it could be that the Whistleblower is not able to provide any evidence. Therefore, the Council reserves the right to request further information and explanation regarding the circumstances that gave rise to the concern disclosure as fully as possible.
- 7.2. An officer is typically expected to raise any concern disclosure(s) either verbally or in writing to the attention of the associated line manager. Contractors or volunteers should raise make a concern disclosure in the first instance with their contact within the Council, usually the manager directly in charge. Afterwards, the manager will notify the designated Council's HR & OD Manager within three working days, whenever possible, to take the necessary action.
- 7.3. Any councillor/s wishing to raise make a concern disclosure about an officer, contractor or volunteer may do so by contacting the Town Clerk or Chair of Personnel Committee.
- 7.3.7.4. Any councillor/s wishing to make a disclosure about another councillor may do so by contacting the District Council's Monitoring Officer.

7.5. Please refer to 9.7 for the details of the hierarchical table for the whistleblowing process

7.4.7.6. The line manager responsible and the designated HR & OD Manager must take all ~~concerns~~disclosures seriously.

7.5.7.7. The Council will aim to respond to written ~~concerns~~disclosures and acknowledge them within five working days of receipt. Furthermore, the Council will address the matter as soon as possible, keeping the Whistleblower informed of the progress throughout, as required. However, where a detailed investigation is considered necessary then the Council may need an extended period to investigate the ~~concerns~~disclosure. Where this is the case, it will be communicated.

7.6.7.8. The Council encourages putting names to the allegations to investigate and assess the situation as thoroughly as possible, because anonymous ~~concerns~~disclosures are more difficult to investigate and impossible to provide feedback on.

7.7.7.9. Whilst the Council would strongly prefer any disclosure to be made directly to the Council, it is acknowledged that PIDA makes allowances for a ~~concern~~disclosure to alternatively be made to a prescribed body ~~(like the Information Commissioner's Office) or to a solicitor, examples of relevant bodies/organisations below:~~

Information Commissioner's Office <https://ico.org.uk/>

The Citizens Advice Bureau <https://www.citizensadvice.org.uk/>

Protect (Independent whistleblowing charity) <https://protect-advice.org.uk>

Advisory, Conciliation and Arbitration Service (ACAS)

<https://www.acas.org.uk/advice>

7.8.7.10. If the matter has been signposted by the Council to be addressed via an alternative mechanism, for example an external body (for example External Auditors/HMRC) then the Whistleblower will be informed of this, and progress will be shared with them in line with the rules of the external body, and not under the Council's Whistleblowing Policy.

## 8. Confidentiality

8.1. Any ~~concerns~~disclosures investigated under the Council's Whistleblowing Policy will be examined comprehensively, swiftly, and with discretion.

8.2. The Council confirms that the ~~disclosed~~concern~~disclosure~~ will be addressed in accordance with the provisions outlined in the Act to avoid any harassment, victimisation or bullying of the Whistleblower.

8.3. No Whistleblower will be subject to changes to, or any detriment to their employment status, benefits, or work-related training due to ~~raising~~making a legitimate ~~concern~~disclosure. Furthermore, any alleged victimisation of the Whistleblower will be investigated as a potential disciplinary offence in line with the Council's disciplinary policy.

8.4. However, the Whistleblower will not be protected from the consequences of making a disclosure if, by doing so, they commit a criminal offence.

## 9. Investigation of the Raised Concern Disclosure

- 9.1. The concern disclosure will be investigated, and as part of Council's investigation process, the Whistleblower will be interviewed and requested to submit a written statement detailing the nature and specifics of their report along with the rationale behind it.
- 9.2. This investigation may involve a formal review of internal processes or a more formal investigation.
- 9.3. The HR & OD Manager will contact the Whistleblower and remain the point of contact throughout the process. In their absence, the Deputy Town Clerk will manage the initial investigation.
- 9.4. The Whistleblower will not be penalised for raising making a disclosure even if it is not upheld, unless the complaint was known to be untrue and/or made with malicious intent. Any intentionally malicious disclosures will be subject to a full investigation in line with the Council's Disciplinary Policy and may result in disciplinary action being taken.
- 9.5. The Council may, in certain circumstances, need to appoint an external investigator with relevant knowledge and understanding to complete the investigation process. The investigator (or investigators) may make recommendations for changes to minimise the risk of future wrongdoing. Therefore, the appointed investigators will undergo a thorough investigation, with possible outcomes being one or more of the following:
  - Referral to the police,
  - Referral to an external auditor,
  - Referral to a disciplinary process, or,
  - No action to be taken depending on the outcome of the full investigation.
- 9.6. The Council may not be able to disclose specific actions taken during the investigation to ensure that it does not violate its obligations to maintain confidentiality regarding other individuals during the implementation of any internal procedure.

9.7. Below is the hierarchical table for the whistleblowing process.

<u>Concerns Disclosures</u> Relating To:	Stage 1 – Send To:	Stage 1 - Investigating Officer Options:	Stage 2 – Escalate To:
Town Clerk	Your line manager OR	Deputy Town Clerk (supported by Chair of	Chair of CCMG & Chair of Personnel

<b><u>ConcernsDisclosures</u> Relating To:</b>	<b>Stage 1 – Send To:</b>	<b>Stage 1 - Investigating Officer Options:</b>	<b>Stage 2 – Escalate To:</b>
	HR & OD Manager	Disciplinary & Grievance Panel)	
Deputy Town Clerk	Your line manager OR HR & OD Manager	Town Clerk	Chair of CCMG & Chair of Personnel
Head of Place	Your line manager OR HR & OD Manager	Town Clerk	Chair of CCMG & Chair of Personnel
All <u>other</u> <u>staff</u> <u>officers</u>	Your line manager OR HR & OD Manager	HR & OD Manager	Town Clerk
<u>A Councillor/s by an officer, contractor or volunteer</u>	Town Clerk OR Chair of CCMG & Chair of Personnel	External – District Council's Monitoring Officer	n/a
<u>A Councillor/s by another Councillor</u>	<u>External – District Council's Monitoring Officer</u>	n/a	n/a
A Council decision	Your line manager OR HR & OD Manager	Town Clerk OR Deputy Town Clerk OR Head of Place	External – District Council's Monitoring Officer

## 10. Recording and Monitoring of Whistleblowing Complaints

10.1. All incoming concernsdisclosures will be registered, documented, and stored in accordance with the Council's policies.

- 10.2. The HR & OD Manager will maintain a safe record of ~~concerns~~  
~~raised disclosures made~~ and the outcome of the investigation.
- 10.3. If ever unsure about the contents or any part of this policy, then the Whistleblower should speak to their line manager or the HR & OD Manager.

DRAFT



## Seaford Town Council

<b>Report No:</b>	90/25
<b>Agenda Item No:</b>	15
<b>Committee:</b>	Extraordinary Full Council
<b>Date:</b>	8 January 2026
<b>Title:</b>	Adoption of the Revised Bad Debt Policy
<b>By:</b>	Darryl Keech, Deputy Town Clerk & Responsible Financial Officer
<b>Purpose of Report:</b>	To present the recommendation from the Finance & General Purposes Committee to adopt the revised Bad Debt Policy

**N.B. This is the report that was presented to October Full Council but adjourned due to time constraints – there have been no changes to this report i.e. it is exactly the same as presented to October Full Council**

<b>Actions</b>
<b>Full Council is advised:</b>
1. To consider the revised Bad Debt Policy. 2. To move to a vote on the motions below.

<b>Recommendations</b>
<b>Full Council is recommended:</b>
1. To note the contents of the report. 2. To adopt the revised Bad Debt Policy, as recommended by the Finance & General Purposes Committee.

### 1. Introduction

- 1.1 The Town Council's Bad Debt Policy sets clear expectations for how the Town Council will handle its debtors and the processes to be followed.

- 1.2 The Policy was last adopted in October 2022 and was updated in March 2025 following amendments to the Financial Regulations.
- 1.3 As the first step of this review, the Finance & General Purposes (F&GP) Committee met and considered the revised Bad Debt Policy at its meeting on 25 September 2025.
- 1.4 This report is now presenting the proposed Bad Debt Policy at **Appendix A** for consideration and adoption by Full Council, as recommended by the F&GP Committee.
- 1.5 This policy is presented in the former policy format due to the initial review by F&GP having pre-dated the introduction of the revised policy format. Upon adoption, this policy will be transferred to the new format.
- 1.6 Due to the scale of revisions and the introduction of several new sections, it was considered undesirable to present the proposed document with tracked changes. Instead, a clean revised version has been produced for adoption.

## 2. Information

- 2.1 Report 78/25 to the F&GP Committee provided:
  - (a) An introduction to the Bad Debts policy
  - (b) Details of the review process, and
  - (c) An overview of the changes being recommended by officers
- 2.2 Should members wish to revisit the report presented to the F&GP Committee, this can be viewed on the [Town Council's website](#) (page 31 onwards). This link contains a copy of the previous policy for comparison against the proposed policy, if desired
- 2.3 The Committee were in support of the revised policy document, in particular with the policy now stipulating use of the Small Claims Court to pursue debtors and more clarity around the golf membership direct debit terms and process.
- 2.4 There have been no further changes to this policy since it was considered by the F&GP Committee.
- 2.5 Full Council is asked to consider the proposed Bad Debt Policy as recommended by the F&GP Committee and adopt this.

## 3. Financial Appraisal

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

- 3.2** Adoption of the revised policy will support the Town Council in protecting its income streams, minimising financial risk, and ensuring fair but firm debt recovery practices.
- 3.3** Legal costs may be incurred in pursuing debts through the Small Claims Court; however, these costs can be added to the debt owed.
- 3.4** The golf direct debit provisions already apply in practice; including them in the policy ensures greater clarity for members and strengthens the Town Council's position in recovering arrears.

#### **4. Contact Officer**

- 4.1** The Contact Officer for this report is Darryl Keech, Deputy Town Clerk & Responsible Financial Officer.

**N.B. This policy is presented in the former format due to the initial review by F&GP having pre-dated the introduction of the revised policy format. Upon adoption, this policy will be transferred to the new format**



**Seaford Town Council**

## **Bad Debt Policy**

<b>Policy Ref.</b>	F10
<b>Date Last Adopted</b>	October 2022 NB. Revised in March 2025 following the Financial Regulations Update
<b>Current Review</b>	September 2025
<b>Possible Prompts for Earlier Review</b>	<ul style="list-style-type: none"> <li>• Use of the policy and areas for improvement identified</li> <li>• Change in legislation and/or codes of practice</li> </ul>
<b>Previous Adoption Dates</b>	October 2022 June 2016 June 2015
<b>Author</b>	Finance Manager

## **Bad Debt Policy**

### **1. Introduction**

- 1.1 Seaford Town Council has a duty to all residents to ensure the prompt and cost effective invoicing, collection and recovery of all sums due to the Town Council.
- 1.2 This policy outlines Seaford Town Council's procedures for dealing with late payments and outstanding accounts (bad debts) in accordance with Financial Regulations.

### **2. Policy Objectives**

- 2.1 The objective of this policy is to maximise the income of the Town Council by collecting all debts owing to it promptly, effectively, efficiently and economically, whilst ensuring unbiased and fair treatment to all debtors.

### **3. Framework and Purpose**

- 3.1 This policy document sets out the procedures for enabling the prompt collection of all sums of money due, and for ensuring that a fair and consistent approach is taken to recover sums that are not paid on a timely basis.
- 3.2 This policy relates to the collection of all forms of revenue including:
  - Land / rents / leases / licences
  - Invoices raised
  - Sundry debts
  - Land rents and pitch hire
  - Golf Membership fees
- 3.3 Effective debt collection ensures that any adverse impact on cash flow is minimised and that the Town Council maintains a reputation of requiring full and prompt payment from its debtors.
- 3.4 In the event that a debt ultimately becomes uncollectable due to bankruptcy, insolvency, death, or the inability to trace the debtor or where the debt is uneconomic to pursue, such debts will be considered for write off in accordance with section 10 of this Policy.

### **4. Roles and Responsibilities**

- 4.1 The Responsible Financial Officer (RFO), Finance Manager and Finance Officer will follow best practice and the most up to date legislation to ensure that the Town Council maximises the collection of debts and income in the most efficient and cost effective manner.
- 4.2 This policy provides clear guidance on the:

- Organisation and supervision of all income arrangements, including the recording, reporting, recovery and monitoring of income;
- Framework and timeframe for debt collection, enabling the Town Council to maximise the collection of debts and income in a fair, efficient and cost effective manner;
- Proper accounting of income within the Town Council's finance system, and on setting an appropriate annual provision for bad debts.

## 5. Raising Invoices

- 5.1 Invoices will be raised in advance of the provision of service or goods wherever appropriate to do so, to minimise the financial risk to the Town Council. This will particularly apply to all rents and hire charges.
- 5.2 Invoices will be supported by documentation where necessary detailing the service or goods provided, and any applicable hire charges, rents or fees evidenced, with VAT charged where applicable.
- 5.3 Invoices will be raised promptly and contain sufficient detail of the service or goods provided, the date/s to which the invoice relates and the due date for which payment should be received. This will be between 0 and 30 days from the date of the invoice dependent on the type of supply.
- 5.4 Where services or goods are provided over a period, invoices will be raised periodically under the terms of the agreed provision.

## 6. Payment Terms

- 6.1 The Town Council's preferred method of payment is BACS transfer. Payments may also be made by cash or cheque. For golf fee income only, payments can be made by credit/debit card or by direct debit (subject to an administration fee).

*Note - the Town Council's administrative office does not currently accept debit or credit card payments; these are processed solely in relation to golf services from the Pro Shop.*

- 6.2 Upon request from a debtor to vary the payment terms applicable to the debt, (such as where a debtor is not able to repay the debt completely, either immediately or within a reasonable timescale), each case will be considered individually by the RFO / Finance Manager with a view to establishing a repayment arrangement over a specific period of time. The repayment arrangement will be detailed in writing and agreed with the debtor.
- 6.3 Where a payment arrangement is made, failure to maintain regular payments as detailed in the repayment arrangement will result in further recovery action and reasonable costs may be added to the

debt. Recovery action may include any type of debt recovery process, up to and including bankruptcy proceedings if appropriate, as agreed by the RFO in conjunction with the Town Clerk.

6.4 Where golf membership direct debit payments fail, the Town Council's approach is set out in Section 8.7 of this policy.

## 7. Responsibilities of Debtors

7.1 Any person, organisation or company that owes money to the Town Council, or has a liability to pay, should comply with all legal obligations in respect of the liability by:

- Ensuring that payments reach the Town Council by the due date.
- Following instructions provided to ensure payments are able to be credited correctly against the amount due.
- Informing the Town Council of any changes in circumstances that may have an impact upon the amount to be paid, or the ability to pay.
- Notifying the Town Council of any change of address.
- Contacting the Town Council promptly if it is believed the amount due is incorrect.

## 8. Credit Control

8.1 All income due will be collected in accordance with Financial Regulations and any sums found to be irrecoverable or any subsequent bad debts shall be reported to the Finance & General Purposes Committee and where necessary, Full Council.

8.2 Unpaid income and bad debts shall be treated in the following manner:

- **Once the due date has passed** – a first reminder is sent requesting payment as soon as possible.
- **30 days overdue** – a second reminder is sent requesting payment within 14 days.
- **45 days overdue** – a third reminder letter issued, confirming that the Town Council's financial information, including bad debts, is reported to the Finance & General Purposes Committee.
- **60 days overdue** – the debtor is contacted directly to establish the reasons for non-payment and to agree a deadline.
- **90 days overdue** – final letter issued, notifying the debtor of the withdrawal of the service provided and confirming that Seaford Town Council will actively pursue all outstanding debts through the legal system, including the Small Claims Court or bankruptcy proceedings, where appropriate.

8.3 In exceptional circumstances, the RFO / Finance Manager may agree a structured repayment arrangement to assist recovery of the debt

before formal legal action is taken. The repayment arrangement will be detailed in writing and agreed with the debtor.

- 8.4 In the case of debts resulting in an application to the Small Claims Court or other legal process, the debtor will be liable for any fees incurred by the Town Council in recovering the debt.
- 8.5 In the case of leased property debts, such proceedings may result in forfeiture of the property and Court Action being taken to enforce the Council's rights as Landlord to recover amounts due on the property.
- 8.6 In terms of hire, no further hire agreements will be permitted until such time as the debt has been cleared. The Town Council reserves the right to refuse permission for future hire agreements where credit control has been an issue.
- 8.7 Golf Membership Direct Debit Payments are treated as follows:
  - 8.7.1 Where a golf membership direct debit payment fails, the Town Council reserves the right to apply a discretionary administration fee of £25 to cover additional processing and recovery cost.
  - 8.7.2 This fee will not normally be applied where the failure is due to an administrative error (e.g. incorrect bank details) and the debtor makes immediate payment in full by BACS transfer.
  - 8.7.3 Where payment is not received promptly, or where the failure is due to insufficient funds in the debtor's account, the administration fee will apply, and the Town Council may require that the balance of the annual membership fee be paid in full immediately. The debtor's right to play golf will be suspended immediately until all outstanding fees and charges (including any administration fee) have been settled.
  - 8.7.4 Any outstanding amount of the annual membership fee remaining unpaid, as well as any costs due will continue to be a debt to the Town Council. The Town Council will actively pursue the outstanding debt through the legal system, including the Small Claims Court or other legal process where appropriate.

## 9. Repayment of Arrears

- 9.1 Where a repayment arrangement has been agreed, the Town Council will seek repayment of all outstanding arrears as soon as possible, and by the end of the financial year wherever possible.
- 9.2 Repayment arrangements will only be considered where such an arrangement is more likely to result in the Town Council recovering the payment in full.
- 9.3 Repayment arrangements may not be agreed where the debtor appears to have sufficient funds/assets to pay the debt immediately.

## 10. Write off Bad Debts

10.1 The Town Council will seek to minimise the cost of write offs by taking all necessary action to recover what is due. Debts will be subject to the full recovery, collection and all reasonable legal procedures, including use of the Small Claims Court or bankruptcy proceedings where appropriate.

10.2 The Town Council recognises that where a debt is irrecoverable, prompt and regular write off of such debts is good practice. Whilst writing off bad debts is a non-routine function; all practical means should be taken to recover outstanding amounts due to the Town Council before the RFO / Finance Manager makes a recommendation to the Finance & General Purposes Committee. Before this decision is made, due diligence consideration should include the following:

- The cost of recovery against the amount owed.
- The likelihood of success.
- Were the correct credit control procedures followed.
- Could procedure and practices be improved.

10.3 In accordance with section 13.3 of the Financial Regulations, any debts being considered for write off should be reported in the form of a write off schedule to the Finance & General Purposes Committee, who have delegated powers to write off bad debts of up to £5,000. Larger debts must be written off by Full Council. The write off schedule should contain the following information:

- Customer Reference.
- Invoice number.
- Date of invoice.
- Amount of debt.
- Reason for write off.
- Recovery history.
- Date of write off.
- Authorisation of write off.

## 11. Year-end Write Offs

The RFO / Finance Manager should ensure any bad debts and debts unlikely to be repaid are correctly accounted for at year end.



## Seaford Town Council

<b>Report No:</b>	144/25
<b>Agenda Item No:</b>	16
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>8 January 2026</b>
<b>Title:</b>	<b>Adoption of the Revised Concessions Policy</b>
<b>By:</b>	<b>Steve Quayle, Town Clerk</b>
<b>Purpose of Report:</b>	<b>To present the recommendation from the Finance &amp; General Purposes Committee to adopt the revised Concessions Policy to enable the 2026 concession tender programme to be launched</b>

### **Actions**

#### **Full Council is advised:**

1. To consider the revised Concessions Policy presented at Appendix A.
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 adopt the revised Concessions Policy, as recommended by the Finance & General Purposes Committee, with immediate effect.

## **1. Introduction**

- 1.1 The Town Council's Concessions Policy is a key document to ensure that the Town Council's concession opportunities and contracts are offered and managed in a fair, transparent and accessible way, and ultimately bringing benefit to the town.
- 1.2 The Concessions Policy was reviewed in November 2024 ahead of the 2025 tender process being run but has been reviewed again, following the

introduction of the Procurement Act 2023, that came into force in February 2025.

- 1.3 As the first step of this review, the Finance & General Purposes (F&GP) Committee met and considered the revised Concessions Policy at its meeting on 18 December 2025.
- 1.4 This report is now presenting the proposed Concessions Policy for consideration and adoption by Full Council, as recommended by the F&GP Committee.
- 1.5 A clean version of the revised policy is included at Appendix A. To confirm, there were no changes requested by the Committee, hence none to be tracked.
- 1.6 At this stage, the revised policy has not been updated with the new branded policy format – this will happen prior to the final policy being publicised.
- 1.7 It is important that this policy is adopted as soon as possible to enable officers to launch the 2026 tender process in early-January, ahead of the new concession licences due to commence on 1 April 2026.

## 2. Information

- 2.1 Report 125/25 to the F&GP Committee provided a significant amount of information, as this was reviewing the whole concession process as well as the Concessions Policy. To confirm, F&GP were provided with information on the following:
  - (a) An overview of the Procurement Act 2023 and a detailed update as to how this applies to the Town Council's concessions,
  - (b) Lessons learned from previous concession programmes,
  - (c) A review of the Town Council's Concessions Policy,
  - (d) An outline of the process to be followed when running the 2026 concessions tender programme,
  - (e) Key documentation in the concessions tender process, including an appendix presenting the revised tender pack and application form, and
  - (f) The specifics of the 2026 concession tender programme.
- 2.2 The report also made mention to areas of work / considerations that would be referred to the newly-established Concessions Working Group.

- 2.3** Should members wish to revisit the report presented to the F&GP Committee, this can be viewed on the [Town Council's website](#) (page 75 onwards).
- 2.4** The Committee's discussion focussed on the logistics of the concessions tendering process, rather than the policy document itself. As such, there were no changes requested to the policy – the version appended to this report is the same as that presented to the Committee.
- 2.5** Full Council is asked to consider the revised Concessions Policy as recommended by the F&GP Committee and adopt this.

### **3. 2026 Concession Tender Programme**

- 3.1** For information, the concession opportunities being advertised to commence from 1 April 2026 are:
  - (a)** Marine Parade Concession Site
  - (b)** West View Beach Huts – Concession Huts x 4
- 3.2** Officers will reach out to councillors in early-January 2026 with the necessary information and seeking volunteer councillors for the 2026 concessions tender programme.

### **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

## Concessions Policy

January 2026 – Interim Update

<b>Policy Ref.</b>	FS13
<b>Date Last Adopted</b>	January 2026
<b>Date of Next Review</b>	October 2026 as an outcome of the work of the Concessions Working Group
<b>Possible Prompts for Earlier Review</b>	<ul style="list-style-type: none"><li>• Changes in legislation or recommended best practice</li></ul>
<b>Previous Adoption Dates</b>	January 2024 November 2024
<b>Author</b>	Head of Place

## Concessions Policy

The purpose of this policy is to propose a comprehensive Concessions Policy for Seaford Town Council that aligns with the Town Council's commitment to fostering a vibrant, accessible, and inclusive community within our town, whilst also adhering to the requirements of the Procurement Act 2023.

The mission of this policy is to promote economic development, enhance public spaces, and provide residents and visitors with diverse and high-quality concession offerings throughout Town Council assets.

By implementing a transparent and equitable matrix system, footprint evaluation and concessions policy the Town Council aims to create an environment that supports local businesses, contributes to the overall well-being of Seaford's community, whilst also building the Town Council's commercial viability.

Please note the below covers all Town Council fixed and non-fixed assets. The Assets & Facilities Committee controls the number and type of concessions.

### **Mission Statement**

*Create a diverse commercial offering for the residents and visitors of Seaford. Providing local sustainably operated businesses the chance to launch and explore viability in affordable, accessible, and influential town spaces.*

The mission statement will be shared in all tender application information to ensure full transparency for potential applicants.

### **Evaluation Criteria leading to the Contract Award**

To ensure a fair and objective evaluation process for concession applicants, a matrix system has been implemented. This system considers various factors which officers will use to assess the suitability and potential contribution of each applicant.

Applications will be evaluated by a Town Council evaluation team. The evaluation will be a balance of Quality and Price (i.e. income to the Town Council) to determine best value and selection of an applicant who, based on their submission will provide the most income and highest quality offer.

The tender pack will clearly set out the evaluation criteria and scoring guidance to ensure that bidders are aware of this and how any applications will be assessed and scored.

The evaluation scoring will be even weighted with a split of 50% price and 50% quality scores for applications.

Quality is assessed by scoring the bidder's business plan and, within that, how they demonstrate that they will meet set criteria, including business offering, financial viability, community impact, and sustainability, amongst others identified within the tender pack and application form.

The formula for identifying the score of the price is = TOTAL AVAILABLE SCORE x PRICE OFFERED ÷ HIGHEST PRICE

A minimum bid value may be set by Town Council officers where there is a justification for doing so and bids under this value will be rejected. This must be advertised within the tender pack.

A minimum quality score threshold may be set by Town Council officers to enable poor quality bids from winning a contract by default. This must be advertised within the tender pack.

Applications not meeting the minimum bid value or quality score will be automatically rejected. Unless there is only one bidder of that concession site, in which case the Town Council reserves the right to disapply the minimum threshold where there is a clear justification for doing so.

Through delegated power to officers (via the Town Clerk), the evaluation panel is able to identify the preferred bidder and award the concession licence.

### **Footprint Evaluation**

The Town Council undertakes a footprint evaluation which looks at each asset's physical space and introduces a charge for those looking to extend out of their agreed concessionary footprint.

This would be considered should concessions look to extend beyond their concession unit with tables, chairs etc. and make a financial offer to the Town

Council. This would also be required should a concession wish to put on an event or activities which falls outside of their agreed space. Any such extension would need to first be approved by the Assets & Facilities Committee. It would then be assessed on a case-by-case basis to confirm the cost. This will depend on duration, size, and purpose.

### **Concessions Terms and Conditions**

The tender pack and application form has a list of the example terms and conditions applicants are signing up to when applying for a concession. Full and final terms and conditions will be issued to the successful bidder upon being awarded the contract.

The following terms and conditions will set the standards and expectations for all concessions working within Town Council-consent streets and land assets:

**Licensing, Events, and Health & Safety documentation** – all documentation will be provided and reviewed annually and will be required to be completed by the concession within the agreed Town Council timeframe. If additional licences are required for the concession, they will notify the Town Council ahead of application and send details upon completion.

Any Temporary Event Notice (TENS) licence applications will require review by the Head of Place and Chair or Vice Chair of the Assets & Facilities Committee three months ahead of being obtained and used. All elements of the application process will need to be completed by the concession, should Town Council officer time be involved this would need prior approval (to be given by the Town Clerk or Deputy Town Clerk in their absence) and would be chargeable to the concession.

**Core trading times** - all concessions will comply to the agreed core trading times within their contract, failure to do so will result in formal notification. Should no reason or evidence for failing to comply with core trading times be provided by the concession, the Town Council reserves the right to terminate a concession's operating license and agreement with 7 days' written notice.

**Duration of concession agreement** – standard terms for all concessions will usually be 3 years, although there may be exceptions to this rule such as, for example, the West View Beach Huts.

**Check ins, annual review & evaluation** – comprehensive concession communication allows the Town Council to maintain healthy relationships with concessions, ensure ongoing compliance, address any emerging issues or concerns, and discuss any support the concessionaire requires from the Town Council. Should the Town Council have any unaddressed concerns regarding a concession they reserve the right to terminate a concession's operating licence with 7 days' written notice. Officers will provide regular reviews to the Assets & Facilities Committee.

**Repair, condition & cleanliness** – concessions will support the Town Council by maintaining a clean, clear, and accessible area around their concession and will maintain the footprint associated to their concession agreement to the highest standard. This includes supporting with shingle clearance for seafront concessions and any other waste management within the agreed footprint and immediate vicinity of their site. All concessions will be required to provide sustainable waste management at their site and must have their own waste bins, including provisions for recycling where possible.

**Public access** - concessions will support the Town Council by maintaining clear and accessible areas around their concession and in the immediate vicinity. This includes providing clear signage for queuing and training staff to consistently consider and work to always ensure access around the concession. Should the Town Council have any unaddressed concerns regarding access or infringement on public access they reserve the right to terminate with 7 days' written notice.

**Nature, product & goods sold** – concessions will not be able to produce or sell anything other than the agreed items within their contract. Sub-letting or change of purpose or product must be first approved by the Assets & Facilities Committee. Failure to do so may result in termination with 7 days' written notice.

**Sustainability** – when tendering, concessions are asked to confirm their business' sustainability policies and how they plan to enact these at the concession site. The Town Council will work with concessionaires to monitor the performance against this, as well as adherence to single-use plastics legislation and the Town Council's requirement for free tap water to be provided (where available) to users with recyclable containers, for example. Should the Town Council have any unaddressed

concerns regarding infringement of these matters, they reserve the right to terminate with 7 days' written notice.

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## Seaford Town Council

<b>Report No:</b>	136/25
<b>Agenda Item No:</b>	17
<b>Committee:</b>	<b>Extraordinary Full Council</b>
<b>Date:</b>	<b>8 January 2026</b>
<b>Title:</b>	<b>Adoption of IT &amp; Data Protection Policies x 4</b>
<b>By:</b>	<b>Darryl Keech, Deputy Town Clerk &amp; Responsible Financial Officer (RFO)</b>
<b>Purpose of Report:</b>	<b>To present the recommendation from the Finance &amp; General Purposes Committee to adopt the four interrelated IT and Data Protection policies</b>

### **Actions**

#### **Full Council is advised:**

1. To consider the four policy documents within this report, namely:
  - Data Protection Policy (revised)
  - Document Retention Policy (revised)
  - IT & Cyber Security Policy (new)
  - Bring Your Own Device Policy (new)
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 adopt the revised Data Protection Policy, as recommended by the Finance & General Purposes Committee.
3. To adopt the revised Document Retention Policy, as recommended by the Finance & General Purposes Committee.
4. To adopt the new IT & Cyber Security Policy and, by doing so, archives the previous Acceptable Use of Computer, Internet & Email Facilities Policy, as

recommended by the Finance & General Purposes Committee.

5. To adopt the new Bring Your Own Device Policy, as recommended by the Finance & General Purposes Committee.

## 1. Introduction

- 1.1 Four interrelated IT & Data Protection policies were presented at the 18 December 2025 Finance & General Purposes (F&GP) Committee meeting.
- 1.2 As the first step of these policy reviews, the F&GP Committee met and considered the following revised policies:
  - Data Protection Policy (revised) – **Appendix A**
  - Document Retention Policy (revised) – **Appendix B**
- 1.3 The Committee also considered the following new policies:
  - IT & Cyber Security Policy (new) – **Appendix C**
  - Bring Your Own Device Policy (new) – **Appendix D**
- 1.4 This report is now presenting the proposed four policies for consideration and adoption by Full Council, as recommended by the F&GP Committee.
- 1.5 Clean (untracked) versions of Appendices A, B and D are attached to this report. Appendix C contains one tracked change, to show an amendment requested by the F&GP Committee (see more on this below).

## 2. Information

- 2.1 Report 118/25 to the F&GP Committee provided:
  - (a) An introduction to the four interrelated policy documents
  - (b) Details of the review process, and
  - (c) An overview of the changes being recommended by officers
- 2.2 Should members wish to revisit the report presented to the F&GP Committee, this can be viewed on the [Town Council's website](#) (page 139 onwards).
- 2.3 The Committee reviewed the four policies and only requested one change, as follows:
  - (a) Appendix C – IT & Cyber Security Policy – section 7.6 has been removed (change tracked on the appendix) as this would suggest that the Town Council's IT provider may require access to a councillor's personal device, which is not appropriate.
- 2.4 There have been no further changes to any of the four policies.

**2.5** Full Council is asked to consider and adopt the proposed policies set out within this report as recommended by the F&GP Committee.

### **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 Darryl Keech, Deputy Town Clerk & RFO



# SEAFORD TOWN COUNCIL



## DATA PROTECTION POLICY

*This policy sets out the procedure to ensure that the Town Council deals with any data protection concerns in a fair, transparent and consistent manner*

*'Working with our community to secure Seaford's best future'*

## Policy Status

<b>Version</b>	0.3	<b>Last Review Date</b>	October 2018
<b>Adopted Date</b>	TBC	<b>Next Review Date</b>	One year from adoption
<b>Review Period</b>	Annually	<b>Approving Body</b>	Full Council

## Version History

<b>Date</b>	<b>Version</b>	<b>Approval</b>	<b>Status</b>
May 2015	0.1	Full Council	Adopted Policy
March 2018	0.2	Full Council	Adopted Policy

## Related Policies and Other References

<b>Policy Reference Code</b>	<b>Policy Name</b>
[insert code]	Data Protection Policy
[insert code]	IT & Cyber Security Policy
[insert code]	Disciplinary Policy
[insert code]	Bring Your Own Device Policy
[insert code]	Freedom Of Information (FOI) Requests Procedure
[insert code]	FOI Publication Scheme

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6.0	Data Retention
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## **1. Introduction**

- 1.1.** Seaford Town Council supports the objectives of the UK General Data Protection Regulation (GDPR), Data Protection Act 2018 and Data (Use and Access) Act 2025 and seeks to ensure compliance with this data protection legislation.
- 1.2.** The processing of data by the Council is essential to services and functions, at times involving the use of personal data, and compliance with the data protection legislation will ensure that such processing is carried out fairly and lawfully.
- 1.3.** The Council is open and transparent about its operations and works closely with the community. In the case of information that is not personal or confidential, the Council makes information available to the public as per the Council's Publication Scheme.

## **2. Aim and Scope**

- 2.1.** This Data Protection Policy applies to all officers, councillors, contractors and volunteers, if any (see Section 5).
- 2.2.** The policy governs the handling of personal information that identifies living individuals directly or indirectly and covers both manual and computerised information.
- 2.3.** The policy provides a framework within which the Council will ensure compliance with the data protection legislation and will underpin any operational procedures and activities connected with the implementation of the legislation.

## **3. Policy Statement**

- 3.1.** The Council is committed to ensuring that personal information is handled in a secure and confidential manner in accordance with its obligations under data protection legislation.
- 3.2.** Therefore, the Council will use all appropriate and necessary means at its disposal to comply with data protection legislation through this adopted Data Protection Policy.

## **4. Data Protection**

- 4.1.** The UK General Data Protection Regulations (GDPR), Data Protection Act 2018 and Data Use and Access Act (DUAA) 2025 govern the rights of individuals regarding their personal data and the way in which this data is controlled and processed by those with legitimate reasons for using the personal information. It provides a mechanism by which

individuals about whom the data is held ('data subjects') can have a certain amount of control over the way in which it is handled.

## 4.2. Seven Principles

4.2.1. The regulations are based on seven principles including a new principle of accountability meaning the Council must ensure compliance. This is achieved through the Council producing and maintaining documents that demonstrate what actions have been taken to achieve compliance, such as privacy notices and consent forms clearly showing for what purpose the data is being used and demonstrating that data subjects have 'opted in'.

- **Lawfulness, fairness and transparency:** processed lawfully, fairly and in a transparent manner in relation to the data subject.
- **Purpose limitation:** collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.
- **Data Minimisation:** adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.
- **Accuracy:** every reasonable step must be taken to ensure that personal data is accurate and, where necessary, kept up to date. Personal data that is inaccurate, having regard to the purposes for which it is processed, must be erased or corrected without delay.
- **Storage limitations:** kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.
- **Integrity and confidentiality:** processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.
- **Accountability:** underpins all data protection principles above. It requires organisations to assume full responsibility for the management of personal data, to implement appropriate controls, and to maintain comprehensive records demonstrating compliance with data protection legislation. Senior level management, councillors and the Council also hold the ultimate responsibility and accountability for ensuring full and consistent compliance with data protection requirements.

4.2.2 In addition to above principles, the data protection legislation sets out specific strengthened sanctions over sharing data outside the European Economic Area. This requires organisations to ensure

appropriate privacy safeguards are in place when using cloud-based services. The Council's data is backed up by 'Schools ICT' (computer networks) in the United Kingdom and Microsoft Office (email services) in three separate locations within the United Kingdom to ensure the safety of data.

### 4.3. Lawfulness of Processing

4.3.1. The data protection legislation sets out six lawful bases for processing personal data, as follows:

- Consent
- Legitimate interests
- Contractual necessity
- Compliance with legal obligations
- Vital interests
- Public interests

4.3.2. At least one of these must apply in all cases where personal data is processed by the Council, unless an exemption applies.

4.3.3. Often a number of different lawful bases will apply at the same time.

For example, the Council may be performing a task in the public interest, under a legal obligation such as processing data in the exercise of a statutory power, while at the same time as the result of contractual necessity.

4.3.4. In addition to the lawful bases below, the Council will ensure additional conditions are met, in accordance with the legislation, with regards to the processing of any sensitive personal information.

- **Consent**

- i. A data controller must be able to demonstrate that consent was given. Transparency is key: consent given in written declarations which also cover other matters must be clearly distinguishable, and must be intelligible, easily accessible and in clear and plain language.
- ii. Consent is defined as any freely given, specific, informed and unambiguous indication of the data subject's wishes – either by a statement or by a clear affirmative action.

- **Legitimate Interests**

- i. This involves a balancing test between the data controller's (or a third party's) legitimate interests and the interests or fundamental rights of and freedoms of the data subject, in

particular where the data subject is a child. The privacy policy of a data controller must inform data subjects about the legitimate interests that are the basis for the balancing of interests.

- ii. Please note, local councils and parish meetings are classed as public authorities, and under GDPR, public authorities cannot rely on legitimate interests as a legal basis for processing personal data.

- **Contractual Necessity**

- i. Personal data may be processed if it is necessary in order to enter into or perform a contract with the data subject or to take steps prior to entering into a contract.

- **Compliance with Legal Obligation**

- i. Personal data may be processed if the data controller is legally required to perform such processing e.g., complying with the requirements of legislation.

- **Vital Interests**

- i. Personal data may be processed to protect the 'vital interests' of the data subject e.g., in a life-or-death situation it is permissible to use a person's medical or emergency contact information without their consent.

- **Public Interest**

- i. Personal data may be processed if the processing is necessary for the performance of tasks carried out by a public authority or private organisation acting in the public interest.

#### 4.4. Individual Rights

4.4.1. The Council will ensure that individuals about whom personal information is kept are aware of their rights under data protection legislation and have access to that information upon request.

4.4.2. Subject to some legal exceptions, individuals will have the rights below:

- **Right to access personal data held by the Council:** Individuals have the right to request access to the personal data the Council holds about them. This includes information on why the data is held, who has access to it, and the source from which the data was obtained.
- **Right to correct and update the personal data held by the Council:** Individuals have the right to request that the Council correct or update any personal data it holds about them if it is inaccurate or incomplete.

- **Right to request erasure of personal data:** If an individual believes that the Council should no longer be holding/using their personal data, or that the Council is holding/using it unlawfully, individuals may request that the Council erase the personal data it holds.
- **Right to object to the processing of personal data or to restrict it to certain purposes only:** Individuals have the right to request that the Council cease processing their personal data or to ask that the Council restrict processing to specific purposes.
- **Right to data portability (personal data transferred from one data controller to another):** Individuals have the right to request that the Council transfer certain personal data to another data controller.
- **Right to withdraw consent to processing at any time for any data where consent was obtained:** Individuals may withdraw their consent to the processing of personal data at any time. Consent may be withdrawn easily by telephone, email, or post.
- **Right to lodge a Complaint with the Information Commissioner's Office:** Individuals may contact the Information Commissioner's Office via contact details on their website at <https://ico.org.uk/global/contact-us/>

4.4.3. The process for making a request for personal data the Council holds on individuals (a 'Subject Access Request') or any similar requests as above is set out as an addendum to this policy.

## 5. Roles and Responsibilities

### 5.1. Data Controller

5.1.1 The Town Council is registered as the Data Controller for all personal data under the legislation. This means the Council is responsible for ensuring that the organisation complies with its responsibilities under the data protection legislation through monitoring of activities and incidents by the Data Protection Officer (see below).

### 5.2. Data Protection Officer

5.2.1. Within the DPA 2018, town and parish councils are not required to appoint an external Data Protection Officer as is required by other 'public authorities'.

5.2.2. The Council does, however, have an internally appointed Data Protection Officer, the HR & OD Manager, who is responsible for the following tasks:

- Informing and advising the Council, and any data processor (see below) engaged by the Council, who carries out the processing of personal data, of the obligations under the legislation.
- Providing advice and monitoring for the carrying out of data protection impact assessments.
- Co-operating with the Information Commissioner's Office, acting as the contact point for the Information Commissioner's Office.
- Assigning responsibilities under the Council's data protection policies, raising awareness of the policies, training officers involved in processing operations, ensuring the Council's privacy notices are kept up to date, and conducting audits required under those policies.

5.2.3. The Council will provide the Data Protection Officer with the necessary resources and access to personal data and processing operations to enable them to perform the tasks outlined above and to maintain their expert knowledge of data protection law and practice.

### 5.3. Data Processors

#### 5.3.1. Officers & Councillors

5.3.2. All officers and councillors, who process personal data are data processors, and will ensure that:

- Personal information is treated in a confidential manner in accordance with this and any associated policies.
- The rights of data subjects are always respected.
- A copy of the Privacy Notice will be made available to inform individuals how their data is being processed.
- Personal information is only used for the stated purpose, unless explicit consent has been given by the data subject to use their information for a different purpose.
- Personal information is only disclosed on a strict 'need to know' basis, to recipients who are entitled to that information.
- Personal information held within applications, systems, personal or shared drives is only accessed in order to carry out work responsibilities.
- Personal information is recorded accurately and is kept up to date.

- Records they are responsible for retaining are disposed of in accordance with the Council's Data Retention Policy, by shredding or other confidential method where required.
- They refer any subject access requests and/or requests in relation to the rights of individuals to the Data Protection Officer.
- They raise actual or potential breaches of the DPA 2018 to the Data Protection Officer as soon as the breach is discovered.

5.3.2. It is the responsibility of all officers and councillors to ensure that they comply with the requirements of this policy and any associated policies or procedures.

**5.3.3. Contractors and Employment Agencies**

5.3.4. Where contractors are used, the contracts between the Council and these third parties must contain mandatory assurance clauses to ensure the third party's officers are bound by the same obligations as Town Council officers and councillors in relation to data protection legislation.

**5.3.5. Volunteers**

5.3.6 All volunteers are bound by the same obligations as Council officers and councillors in relation to data protection legislation. It is the responsibility of the officer or councillor arranging the volunteer to ensure that the volunteer is aware of, and understands their responsibilities in relation to data protection legislation.

**6. Data Retention**

- 6.1. Good records management plays a vital role in ensuring that the Council is able to meet its obligations to provide information, and to retain it, in a timely and effective manner in order to meet the requirements of the data protection legislation.
- 6.2. Data must only be used for the purposes it was gathered for and should be deleted when it is no longer needed for that purpose.
- 6.3. All records within the Council will be retained and disposed of in accordance with the Council's Document Retention Policy. Sensitive or confidential documents must be disposed of by shredding or other means to ensure that the material can no longer be read or interpreted.
- 6.4. Questions regarding the retention period for any specific document or class of document not in the Council's Document Retention Policy should be addressed to the Data Protection Officer.

## 7. Information Requests

### 7.1. Personal Data

- 7.1.1. Requests from data subjects for copies of personal data the Council holds about them ('Subject Access Requests') or any other requests for information under the individual rights of data protection legislation should ideally be made in writing, but can also be made verbally.
- 7.1.2. The Subject Access Request procedure, including submitting subject access requests and the Council responding, is provided as an addendum to this policy.

### 7.2. Non-Personal Data

- 7.2.1. The Council's Publication Scheme is a means by which the Council can make a significant amount of information routinely available without waiting for someone to specifically request it.
- 7.2.2. In accordance with the Freedom of Information Act 2000, this scheme specifies the classes of information which the Council publishes or intends to publish, as well as an information guide giving greater detail of what the Council will make available. This aims to make it easier for public to access information.
- 7.2.3. Requests for non-personal information can be made verbally or in writing and will be dealt with in accordance with the Town Council's Freedom of Information Request Policy.
- 7.2.3. Much of the Council's information is available on its website at [www.seafordtowncouncil.gov.uk](http://www.seafordtowncouncil.gov.uk) and individuals are encouraged to first look on the website for the information they require.

## 8. Complaints

- 8.1. Any expression of dissatisfaction from an individual with reference to the Council's handling of personal information will be treated as a complaint and handled under the Council's Complaints Procedure. The Data Protection Officer will be involved in responding to the complaint.
- 8.2. Should the complainant remain dissatisfied with the outcome of their complaint to the Council, a complaint can be made to the Information

Commissioner's Office who will then investigate the complaint and take action where necessary.

**8.3.** The contact details for the Information Commissioner Office can be found online at <https://ico.org.uk/global/contact-us/>

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## Data Protection Policy Appendix A: Access Request Procedure

Subject Access Request Procedure Further Information	
<b>1. What is a Subject Access Request?</b>	A Subject Access Request (SAR) is a request made by, or on behalf of an individual, for personal data held on that individual which they are entitled to ask for under data protection legislation.
<b>2. How do I submit a SAR?</b>	<p>A SAR must be made either verbally or in writing and can be in any form; it does not have to include certain phrases such as 'subject access' or 'data protection legislation'.</p> <p>It is recommended that a SAR be submitted in writing to the Council either via post or email to <a href="mailto:admin@seafordtowncouncil.gov.uk">admin@seafordtowncouncil.gov.uk</a>. Requests may however also be submitted via social media, the Council's website or any other means of contact.</p> <p>It is recommended that, for the ease of identifying the exact request, the request clearly set out:</p> <ol style="list-style-type: none"> <li>The individual the request is regarding (the 'data subject')</li> <li>The information/data being requested (the 'personal data')</li> <li>How the requester would like to receive the response e.g. electronically via email, posted paper copies etc. The default format will be electronic, wherever possible.</li> </ol>
<b>3. What process will the Council follow to respond?</b>	<p>Upon receipt of a SAR, this will be passed to the Town Clerk (or in their absence, the Deputy Town Clerk) to undertake the following process:</p> <p><u>Upon Receipt of a SAR</u></p> <ol style="list-style-type: none"> <li>Verify that the Council is the data controller of the requested data subject's personal data. If the Council is not the data controller, but merely a data processor, the requester will be informed and signposted to the relevant data controller.</li> <li>Verify the identity of the data subject; if needed, the Council may request further ID to confirm the data subject (a list of acceptable identification evidence will be provided). If the request has been made on behalf of the data subject, the Council will need to satisfy itself that the requester is entitled to act on behalf of the individual. The Council reserves the right to send the response</li> </ol>

	<p>direct to the data subject rather than through a third party, where appropriate.</p> <ul style="list-style-type: none"> <li>c. Verify the access request; is it sufficiently substantiated? Is it clear what data is being requested? If not, the Town Clerk (or Deputy Town Clerk) will contact the requester for further information.</li> <li>d. Verify whether requests are unfounded or excessive (in particular if a repetitive request); if so, the Council may refuse to act on the request or may charge a reasonable fee to respond.</li> <li>e. Promptly acknowledge receipt of the SAR and inform the requester of any costs involved in processing the SAR. Where a cost is to be incurred, the Town Clerk (or Deputy Town Clerk) will await the requester's agreement to the cost before proceeding with a response to the request.</li> <li>f. Verify whether the Council processes any data requested by carrying out an extensive search of all records. If no data is processed, the Town Clerk (or Deputy Town Clerk) will inform the requester accordingly.</li> <li>g. Verify whether the data requested also involves data about other data subjects and make sure this data is filtered and/or redacted before the requested data is supplied to the requester; if data cannot be sufficiently filtered and/or redacted, the Council will first ensure that other data subjects have consented to the supply of their data as part of the SAR.</li> </ul> <p><u>Responding to a SAR</u></p> <ul style="list-style-type: none"> <li>h. Respond to a SAR within one month after receipt of the request: <ul style="list-style-type: none"> <li>(i) If more time is needed to respond to a complex request, an extension of another two months is permissible, provided this is communicated to the requester in a timely manner within the first month</li> <li>(ii) If the Council cannot provide the information requested, it will inform the requester of this within one month of receipt of the request.</li> </ul> </li> </ul>
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	<p>(iii) “Stop the clock” rule allows the pausing of the response time if more information is required regarding the request. Once the information is received, the response time will continue.</p> <p>i. Where possible, the Council will include the following in its response:</p> <ul style="list-style-type: none"> <li>(i) The purpose for processing this data.</li> <li>(ii) The categories of personal data concerned.</li> <li>(iii) The recipients or categories of recipients to whom the personal data has been or will be disclosed.</li> <li>(iv) Where possible, the envisaged period for which the personal data will be stored or, if not possible, the criteria used to determine that period.</li> <li>(v) The existence of the right to request rectification or erasure of personal data or restriction of processing personal data concerning the data subject or to object to such processing.</li> <li>(vi) The right to lodge a complaint with the Information Commissioner’s Office.</li> <li>(vii) If the data has not been collected from the data subject, the source of such data.</li> </ul> <p>j. Provide a copy of all the personal data requested that the Council processes, unless an exemption applies.</p> <p>k. The Council will ensure the data is in an ‘intelligible form’, which includes giving an explanation of any codes, acronyms and complex terms, where relevant.</p> <p>l. The Council will not erase any data or change any data prior to a response to a SAR, unless this would have been done regardless of the SAR being received or not. Under data protection legislation, the Council is not allowed to erase data to prevent it being released.</p> <p>m. If the data cannot be supplied in a permanent form i.e. electronic or hard copies, the Council may request the data subject attend the Town Council’s</p>
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	<p>premises to inspect the data on a screen or files. This will be arranged at a mutually agreeable time.</p> <p>n. The Council will maintain a record of all SARs received, the outcomes and demonstrating compliance with the statutory timescales.</p>
<b>4. How will I receive the information?</b>	<p>Wherever possible, the Council will provide personal data electronically, except where a request has been made otherwise or the data is not available electronically.</p> <p>The Council may decline to supply information via social media if technological constraints make it impractical or if information security considerations make it inappropriate to do so. In these circumstances, the Council will request an alternative delivery method for the response.</p>
<b>5. Will there be a cost?</b>	<p>SAR's will be undertaken free of charge unless the legislation permits a reasonable fee to be charged. This could take the form of an administrative cost for complying with the request where the request is considered unfounded or excessive or where an individual requests further copies of their data following an original request.</p>
<b>6. Can the Town Council refuse to comply with a request?</b>	<p>If the Council believes the request is manifestly unfounded or excessive it can either request a 'reasonable fee' to deal with the request (an administration fee for locating and producing the data) or refuse to deal with the request. In either case, the Council will justify its decision.</p> <p>If the request is refused or a fee is required to produce the data, the requester will be informed of their right to make a complaint to the Information Commissioner's Office.</p>
<b>7. What data is exempt from a SAR?</b>	<p>Each SAR will be assessed on its own merits upon receipt and careful consideration given to whether an exemption applies. If any exemption applies the Council may refuse the release of that data or may be able to redact the data being disclosed to the individual.</p> <p>Any example of an exemption is where the personal data is 'legally privileged' because it is contained within legal advice provided to the Council or relevant to litigation.</p> <p>If an exemption is considered to apply, the Council will clearly set this out in its response.</p> <p>The Council may seek external professional advice if it is felt necessary to determine whether an exemption applies and the best course of action.</p>

<b>8. What if I am unhappy with the response received?</b>	<p>If the requester or data subject is unhappy with the response received, they should inform the Council. This will be dealt with as a complaint in accordance with the Council's Complaints Procedure.</p> <p>If, once the complaint has concluded by the Council, the requester or data subject remains unhappy with the outcome, they have a right to make a complaint to the Information Commissioner's Office.</p> <p>The contact details for the Information Commissioner Office can be found online at <a href="https://ico.org.uk/global/contact-us/">https://ico.org.uk/global/contact-us/</a></p>
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# SEAFORD TOWN COUNCIL



## DOCUMENT RETENTION POLICY

*This policy sets out the procedure to ensure that the Town Council is adhering to document retention and disposal requirements and that there are clear guidance and expectations for individuals*

*'Working with our community to secure Seaford's best future'*

## Policy Status

<b>Version</b>	0.3	<b>Last Review Date</b>	October 2021
<b>Adopted Date</b>	TBC	<b>Next Review Date</b>	TBC
<b>Review Period</b>	Annually	<b>Approving Body</b>	Full Council

## Version History

<b>Date</b>	<b>Version</b>	<b>Approval</b>	<b>Status</b>
April 2017	0.1	Full Council	Adopted Policy
October 2021	0.2	Full Council	Adopted Policy

## Related Policies and Other References

<b>Policy Reference Code</b>	<b>Policy Name</b>
[insert code]	Data Protection Policy
[insert code]	IT & Cyber Security Policy
[insert code]	Whistleblowing Policy
[insert code]	Bring Your Own Device Policy

## Table of Contents

<b>Section</b>	<b>Title</b>
1.0	Introduction
2.0	Retention of Documents
3.0	Retention of Documents for Legal Purposes
4.0	Disposal
5.0	Responsibility

## 1. Introduction

- 1.1. The purpose of this document is for Seaford Town Council to provide a corporate policy framework to ensure that particular documents (or sets of documents) are dealt with in the correct manner, being retained and/or disposed of in the correct method and timescale.
- 1.2. This policy provides the Council with a system for the management of paper and electronic records. The Town Clerk is responsible for ensuring all Council documents are managed accordingly.
- 1.3. This policy is based on the National Association of Local Council's Legal Topic Advice Note on Local Council's Documents and Records (updated 3 August 2022) and therefore contains legal requirements and recommended practice within the sector.
- 1.4. This policy includes both paper and electronic copies wherever the policy refers to 'documents'.

## 2. Retention of Documents

- 2.1. Certain important documents must be retained for legal reasons, for example for audit purposes, staff management, tax liabilities and the eventuality of legal disputes and legal proceedings.
- 2.2. Attached at Appendix A to this policy is the appropriate minimum document retention periods which must be observed.
- 2.3. Notwithstanding the above documents should be destroyed if they are no longer of use or relevant. If there is any doubt, the document will be retained until advice has been sought from the Council's Proper Officer (the Town Clerk) and/or designated Data Protection Officer (HR & OD Manager).

## 3. Retention of Documents for Legal Purposes

- 3.1. Most legal proceedings are governed by the Limitation Act 1980, as amended.
- 3.2. This 1980 Act provides that legal claims may not be commenced after a specified period. The specified period varies, depending on the type of claim in question.

3.3. The table below sets out the limitation periods for the different categories of claim. The reference to 'category' in the table refers to claims brought in respect of that category.

<b>Category</b>	<b>Limitation Period</b>
Negligence (and other 'Torts')	6 years
Defamation	1 year
Contract	6 years
Leases	12 years
Sums recoverable by statute	6 years
Personal Injury	3 years
To Recover Land	12 years
Rent	6 years
Breach of Trust	None

3.4. It should be noted that some limitation periods can be extended, including:

- Where individuals do not become aware of damage until a later date (e.g., in the case of disease)
- Where damage is hidden (e.g., to a building)
- Where a person is a child or suffers from a mental incapacity
- Where there has been a mistake by both parties
- Where one party has defrauded another or concealed facts

3.5. Where the limitation periods above are longer than other periods specified in Appendix A, the documentation should be kept for the longer period specified.

3.6. Some types of legal proceedings may fall within two or more categories; in this instance, the longer period will be observed.

3.7. In circumstances where there is uncertainty, the Town Clerk will consider the proportionality of retaining documents giving consideration to (i) the costs of storing relevant documents and (ii) the risks of:

- Claims being made,
- The value of the claims
- The inability to defend any claims made should relevant documentation be destroyed.

#### **4. Disposal**

- 4.1. All Council documents will be handled in the correct manner related to their sensitivity.
- 4.2. As per the Council's Data Protection Policy and the UK General Data Protection Regulations (GDPR), any document which contains data on an individual's personal data will be retained for the relevant time period and disposed of confidentially. For paper documents this is via the confidential waste process within the Town Council's offices.
- 4.3. In an effort to maintain the organisation and efficiency of the workplace and to reduce the volume of printing carried out, all Council officers are committed to printing only those documents needed in hard copy and disposing of those which are not necessary to be kept.
- 4.4. Any councillors wishing to dispose of paper copies of confidential documentation related to the Council should do so by using the Town Council's confidential waste process.
- 4.5. Where confidential electronic documents or emails are not required to be retained, they should be deleted in standard manner (e.g., deleting files from synced cloud storages such as OneDrive or Google Drive or document management system), in accordance with secure disposal procedures.
- 4.6. Officers, as computer users, must remain mindful of any confidential electronic documents that may have been downloaded to the device being used. In this case, officers should ensure they delete any downloaded document from the device.
- 4.7. Any officer who is uncertain should refer to the Town Clerk or the Data Protection Officer for advice before acting.

#### **5. Responsibility**

- 5.1. The Town Clerk holds the responsibility for ensuring all officers are aware of and adhere to this policy, in particular the retention of the documents at Appendix A.

## Appendix A: Document Retention Policy

CORPORATE		
Document	Minimum Retention Period	Reason
Minute Books (Council, Committees & Sub-Committees)	Indefinite	Archive
Scales of fees and charges	6 years	Management
Receipt and payments account (s)	Indefinite	Archive
Receipt books of all kinds	6 years	VAT
Bank statements, including deposit/savings accounts	Last completed audit year	Audit
Bank paying-in books	Last completed audit year	Audit
Cheque book stubs	Last completed audit year	Audit
Quotations and tenders	6 years	Limitation Act 1980 (as amended)
Paid invoices	6 years	VAT
Paid cheques	6 years	Limitation Act 1980 (as amended)
VAT records	6 years generally, but 20 years for VAT on rents	VAT
Petty cash	6 years	Tax, VAT, Limitation Act 1980 (as amended)
Timesheets	3 years (or last completed audit years)	Personal injury
Wages book	12 years	Superannuation
Insurance policies	While valid or as long as a claim can be made under it	Management
Certificates for Insurance against liability for employees	40 years from date of which insurance commenced or was renewed	The Employer's Liability (Compulsory Insurance) Regulations 1998 (SI.2753), Management
Investments	Indefinite	Audit, Management
Title deeds, leases, agreements, contracts	Indefinite	Audit, Management
Members allowances register ( <i>not currently applicable to Seaford Town Council</i> )	6 years	Limitation Act 1980 (as amended), Tax
Personal data of employees	6 years after employment terminates	Recommended practice
Recruitment paperwork	1 year for all except successful candidate	Recommended practice

Accident books/reports	3 years or if a child/young adult, until that person reaches the age of 21	RIDDOR (SI.1995/3163)
Statutory maternity, paternity and adoption pay records and evidence	3 years after the end of the tax year in which the pay period ends	Maternity and Parental Leave etc Regulations 1999
Formal complaints made under the Town Council's Complaints procedure	6 years	Management
Freedom of Information Requests received	6 years	Management
Adopted Town Council Policy documents	Indefinite (archive after superseded)	Management
Press releases/publications	Indefinite (electronically)	Management

<b>SERVICES</b> (where applicable)		
<b>Document</b>	<b>Minimum Retention Period</b>	<b>Reason</b>
For Halls, Centre, Recreation Grounds: Application to hire Lettings diaries Copies of bills to hires Record of tickets issued	6 years	VAT



# SEAFORD TOWN COUNCIL



## IT & CYBER SECURITY POLICY

*This policy sets out the requirements and associated procedures to ensure that the Town Council maintains adequate IT and cyber security and provides clear guidance for officers and councillors as users*

*'Working with our community to secure Seaford's best future'*

## Policy Status

<b>Version</b>	0.1	<b>Last Review Date</b>	N/A
<b>Adopted Date</b>	TBC	<b>Next Review Date</b>	one year from adoption
<b>Review Period</b>	Annually	<b>Approving Body</b>	Full Council

## Version History

<b>Date</b>	<b>Version</b>	<b>Approval</b>	<b>Status</b>
N/A			

## Related Policies and Other References

<b>Policy Reference Code</b>	<b>Policy Name</b>
[insert code]	Data Protection Policy
[insert code]	Document Retention Policy
[insert code]	Disciplinary Policy
[insert code]	Bring Your Own Device Policy

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<b>Section</b>	<b>Title</b>
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3.0	Who This Applies To
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6.0	Email (Internal or External Use)
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8.0	Internet
9.0	Unacceptable Use of the Internet
10.0	Social Media
11.0	Website
12.0	General Guidance
13.0	Remote Working

## 1. Introduction

- 1.1. Seaford Town Council recognises that email and the internet are important information/communication systems which are used extensively during the course of the standard operation of the Council, and the computer network is the central hub for data storage systems within the Council.
- 1.2. This policy provides guidelines and procedures to protect users and the Council.
- 1.3. This policy has been adopted by the Council in order to:
  - Protect confidential, personal or commercially sensitive information and data
  - Prevent the introduction of malicious software, including viruses and malware, into the Council's systems
  - Prevent usage of unlicensed software
  - Ensure the Council's hardware is safeguarded, properly managed and maintained, and protected from misuse, loss or damage
  - Monitor the use of computer facilities to ensure compliance with internal policies and to detect abuse.
  - Prevent inappropriate use of computer equipment (e.g. extended personal use, or for accessing and circulating pornographic, racist, sexist, defamatory, etc material)
- 1.4. The Council emphasises that the consequences of misuse of the Council's Information Technology (IT) system, networks and data can be severe. Examples of potential damage include, but not limited to, malware infections, legal and financial penalties for data leakage, and lost productivity due to network downtime.
- 1.5. The Council provides its officers and councillors with access to various computing and telecommunication systems to allow them to undertake the responsibilities of their position and to improve internal and external communication.
- 1.6. In accordance with data protection legislation and the Freedom of Information Act 2000, reports on internet and email usage may be disclosed when the Council responds to a Freedom of Information or Subject Access Request. It is the responsibility of all officers and councillors to be fully aware of their obligations.

## 2. Aim and Scope

- 2.1. This policy outlines the Council's position on the use of its equipment, software and data, by covering the following areas:
  - Officers and councillor's responsibilities and potential liability when using the Council's IT system (e.g., email, internet, software and other digital resources)
  - Monitoring of IT systems and adherence to relevant guidance and policies to ensure that all officers and councillors use the Council's systems responsibly and securely
- 2.2. Apart from this understanding, this policy has been created to:
  - Ensure compliance with all applicable laws relating to data protection, information security and monitoring
  - Protect the Council from the risk of financial loss, harm to reputation or exposure to legal claims, i.e. libel
  - Ensure that the facilities are not used so as to cause harm or damage to any individual or organisation.

## 3. Who This Applies To

- 3.1. This policy applies to:
  - all Council employees including temporary or agency staff.
  - all councillors.

## 4. Breach of Policy

- 4.1. A breach of this policy by any officer or councillor will be treated as a serious matter and will be investigated accordingly. For officers, where appropriate, and depending on the severity of the breach, the matter may lead to formal action under the Council's Disciplinary Process/Policy. For councillors, where appropriate and depending on the severity of the breach, a breach of Council policy will be reported to the Monitoring Officer and their advice sought on steps to be taken.
- 4.2. Anyone who considers that there has been a breach of this policy in relation to their own personal information held by the Council should raise the matter via the Council's formal complaints process (for non-staff), report directly to their line manager or the HR & OD Manager (for officers) or raise the matter with the Town Clerk or Deputy Town Clerk or directly with the Monitoring Officer (for councillors).

## 5. Compliance with Related Policies and Agreements

- 5.1. The Council's related policies and procedures (see 'Related Policies and Other References', page 2) apply equally to online activity as well as offline.
- 5.2. In accordance with all related policies and procedures, IT resources should never be used in a way that breaches any of the Council's other policies.
- 5.3. It is the responsibility of all officers and councillors to ensure that any information they handle and any data stored within the Council's IT systems, fully complies with the principles of the General Data Protection Regulation (GDPR).
- 5.4. The Council asserts that anyone who collects, stores, or processes personal information (e.g. a data processor), is responsible for guaranteeing that information is:
  - Accurate and, where necessary, kept up to date
  - Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed
  - Processed in a manner that ensures appropriate security of the personal data
- 5.5. Mandatory GDPR and Data Protection training is in place to be completed annually.

## 6. Email (Internal or External Use)

- 6.1. The Council encourages the use of email as it provides an efficient system of communication.
- 6.2. Email should be regarded as written paper documents for the purposes of production, use, retention and disclosure and can be called upon under the Freedom of Information Act 2000.
- 6.3. Any personal information should be kept in accordance with the principles established in GDPR and other relevant legislation.
- 6.4. All Council email accounts have a private password that must be kept confidential by the user/s of that account and not shared. The Council

has administrative control over email accounts and can reset passwords and give access to email accounts, where needed.

- 6.5. The Council reserves the right to open any email or file stored on the Council's IT system or the Council's email accounts, with strict safeguards and protocols in place as detailed below.
  - 6.5.1. Access to another officer's individual email account or files will only be granted by the agreement of two of the Town Clerk, the Deputy Town Clerk or the HR & OD Manager, where there is a clear justification for requiring this.
  - 6.5.2. Should access be required to a councillor's email account or files, this will first be discussed with the councillor in question or, where that is not appropriate or denied, it will be agreed prior to being actioned with the Chair of CCMG and Chair of Personnel.
- 6.6. In the very rare instance of councillor's emails or files needing to be searched to comply with an FOI or SAR request, this will only be actioned personally by the Town Clerk or Deputy Town Clerk and it will only be done within very specific search parameters, which means no emails or files that do not contain the exact search phrase will be accessed. Councillors will be informed prior to this action being taken, and this process will be handled with the utmost sensitivity. Under no circumstances will any officer be granted access to any councillor's inbox or files to freely explore the contents.
- 6.7. Only Council email accounts must be used to conduct Council business. Personal email accounts should not be used for Council business due to potential data breaches, issues surrounding Freedom of Information or Subject Access Requests, and general recommended good practice for local councils.
- 6.8. Council email addresses must be used responsibly when registering on websites such as discussion forums, newsgroups, mailing list or blogs, to ensure they are not misused for purposes other than official Council business.
- 6.9. External networks, such as internet sites, are not guaranteed to be secure and confidentiality cannot be assured when using these networks.

- 6.10. Emails are generally open and transparent. Some emails may not be received or read, and they may be intercepted or disclosed by third parties. Officers and councillors should consider whether email is the best way to exchange confidential or sensitive information.
- 6.11. Officers and councillors should exercise caution, particularly when sending emails including sensitive, confidential or restricted information to avoid any unintended disclosure. Thus, attention must be given to the auto-complete function in Outlook to ensure recipients are correct.
- 6.12. Emails must not be set to auto forward to another email account, as this may result in confidential information being disclosed to unauthorised individuals and organisations.
- 6.13. Email accounts must have an appropriate email signature and the relevant email disclaimer at the bottom of all emails. Such disclaimers are provided by the Community Engagement and Democratic Services team.
- 6.14. All Council business emails and documents sent by users remain the property of the Council and not of any individual user.
- 6.15. Email distribution lists should not be created on individual email accounts to ensure contact details are not out of date, prevent accidental sharing of contact details, and to comply with data protection legislation. Individuals whose personal information is processed hold the right for their personal data to be erased under the “right to be forgotten”. Therefore, special care must be taken, as email addresses stored in individual accounts may result in contact details being inadvertently retained. Email distribution lists should be stored on the Council’s Excel Address Book.
- 6.16. The Council email address (or internet or computer facilities) must not be used for:
  - Any political activities
  - Commercial or personal profit-making purposes or other form of financial gain (e.g., in connection with any employment other than that associated with the Council)
  - Activities that lead to unauthorised expenditure for the Council (e.g., excessive printing or photocopying that is not Council business)
  - Activities in contravention to Council policies or standards
  - Personal interest group activities outside of a user’s role

- Actions that could lead to operational disruption, disrepute, regulatory fines, or adverse media attention for the Council
- Excessive email conversations that may be interpreted as misuse

6.17 The following guidelines for email use should be observed by all officers and councillors:

- Use of appropriate language to avoid unintentional misunderstandings
- Respect the confidentiality of information contained within emails, even if encountered inadvertently
- Check with the sender if there is any doubt regarding the authenticity of a message
- Do not open any attachment unless certain of the authenticity of the sender
- Only copy emails to others where appropriate and necessary
- Emails which create obligations or give instructions on behalf of the Council must be sent by officers only, not councillors or other individuals
- Compliance with common codes of courtesy, decency and privacy

6.18. Email accounts will be deactivated immediately upon an officer's or councillor's last day in the role, with full account closure occurring within 30 days of the end of employment/office. Access to deactivated officer accounts (within the 30-day period) may only be granted with the consent of the Town Clerk (or Deputy Town Clerk).

6.19. All councillors must only access Council emails on secure devices and in line with the Council's Bring Your Own Device Policy.

## 7. Laptop Computers, PCs, Tablets and Mobile Phones

7.1. Laptop computers, PCs, tablets and mobile phones belonging to the Council, along with related equipment and software, are subject to all of the Council's policies and guidelines.

7.2. Every user (officer or councillor) is given an individual ID and password to log on to the Council's facilities, and where applicable, specific business applications, so they can access the IT services.

7.3. Users must only use their own log-on ID and password when accessing the Council's IT systems. Additionally, the passwords must not be shared with anyone else.

- 7.4. Users must assess any risks associated with using computer resources, removable media, internet or email to ensure it is the most appropriate tool to use.
- 7.5. All software used must be obtained through the Council's IT provider and have a valid licence where applicable.
- ~~7.6. In certain situations, the Council's IT provider may require access to a user's IT equipment, with or without prior notice being given depending on the reason for access. This may be to audit, inspect, remove, repair or replace hardware, software or cabling, as well as for any other reasonable purpose.~~
- ~~7.7.7.6. Users must be vigilant when accessing the Council's network or information from public places (e.g. libraries, trains, open access computers at home etc) and/or overseas locations, in order to reduce the risk of unauthorised disclosure or access.~~
- ~~7.8.7.7. IT facilities, such as Microsoft Office packages, internet and personal email, can be accessed for modest personal use providing this is done outside of the user's working hours or during an unpaid break. Exceptions to this will need to be authorised by the user's line manager.~~
- ~~7.9.7.8. Any personal use must be consistent with Council policies and the user's obligations to the Council.~~
- ~~7.10.7.9. Users are reminded that any documents stored on the Council's network or email accounts are accessible by the Council and if they were found to contravene Council policy or legal requirements (e.g., copyright) may be permanently removed without prior permission from the user.~~
- ~~7.11.7.10. Memory sticks (and other removable data storage devices) must be used with extreme care to stop the Council's information being lost or disclosed. Confidential or sensitive information must not be transferred on to any removable data storage device.~~
- ~~7.12.7.11. Users are expected to look after their IT equipment, software and log-on details so that they are safe and secure at all times.~~

7.13.7.12. Any mechanical, electronic, or software defects or malfunctions should be immediately reported to the Council's external IT provider, and for officers, the line manager must also be notified of the issue.

7.14.7.13. All Council equipment and software must be returned immediately upon request. Such requests may arise for various reasons, including, but not limited to, maintenance of the equipment, compliance with audits, security reasons and operational requirements.

7.15.7.14. Software must not be installed onto any of Council's computers unless this has been approved in advance by the Council's external IT provider or the Council. The Council's external IT provider will be responsible for establishing that the appropriate licence has been obtained, and that the software is virus free and compatible with the computer facilities.

7.16.7.15. Software should not be removed from any computer, nor should it be copied or loaded on to any computer without prior consent.

## 8. Internet

- 8.1. Officers and councillors are encouraged to use the internet responsibly as part of their official and professional activities.
- 8.2. Information obtained via the internet and published in the name of the Council must be relevant and professional. A disclaimer must be stated where personal views are expressed.
- 8.3. The use of the internet to access and/or distribute any kind of offensive material will be considered a serious breach of this policy and will be investigated accordingly under the Council's Disciplinary Process/Policy or reported to the Monitoring Officer in the case of a councillor. In this case, depending on the severity of the breach, officers may face a formal action.
- 8.4. For officers, the equipment, services and technology used to access the internet are the property of the Council. Thus, the Council reserves the right to monitor internet traffic and monitor and access data that is composed, sent or received through its online connections.

## 9. Unacceptable Use of the Internet

9.1. Unacceptable use of the internet by officers and councillors includes, but not limited to:

- Sending or posting discriminatory, harassing or threatening messages or images
- Using Council computers or systems to perpetrate any form of fraud, and/or software, film or music piracy
- Obtaining, using or disclosing another officer's or councillor's password
- Sharing confidential material or proprietary information outside of the Council
- Using Council computers or systems to hack into unauthorised websites
- Sending or posting information that is defamatory to the Council, its officers, services, councillors and/or members of the public
- Introducing malicious software onto Council computers and/or jeopardising the security of the Council's electronic communication systems
- Sending or posting chain letters, solicitations or advertisements not related to the Council's business or activities
- Passing off personal views as those representing the Council
- Using Council computers or systems to access inappropriate internet sites, web pages or chat rooms

9.2. If an officer or councillor is unsure about what constitutes acceptable internet usage, they should seek guidance and clarification from the Community Engagement & Democratic Services Team or from their line manager.

## 10. Social Media

10.1 The Council may use social media to communicate messages to residents and this will only be used:

- By relevant officers
- To transmit factual information and news, not personal opinion
- To respond to comments and requests submitted via the account

10.2. The Council acknowledges that officers and councillors must exercise caution when using personal social media accounts to discuss matters concerning the Council or its posts. Additionally, any comments made must be explicitly identified as the individual's personal views and must not be presented as representing the Council.

- 10.3. Councillors using their own social media accounts must ensure that any comment made are clearly identified as their own and not representative of the Council.
- 10.4. Officers and councillors are expected to maintain standards of behaviour on social networking and other internet platforms that are consistent with those required in the workplace. Both councillors and officers should take particular care not to behave in a way which reflects badly on the Council.
- 10.5. The Council ensures that any inappropriate or unfavourable comments about the Council made by an officer will be treated as potential misconduct and subject to disciplinary action in compliance with the Council's Disciplinary Process/Policy.
- 10.6. The Council will take a particularly serious view of any misconduct that occurs through the use of social media, because social media interactions can be copied and widely disseminated in a way that officers and/or councillors may not be able to control.

## **11. Website**

- 11.1 The Council's websites, both Seaford Town Council and Seaford Head Golf Course, should comply with Web Content Accessibility Guidelines 2.2 AA standards, and additionally should publish required content (minutes, AGAR, councillor information etc) that meets the same standard.

## **12. General Guidance**

- 12.1 For councillors and officers, compliance with this policy is mandatory. Thus, it constitutes part of the terms and conditions of officer's employment, as well as the conditions for accessing the Council's systems and facilities.
- 12.2 Misuse of the IT equipment, system or software will be investigated in accordance with the Council's Disciplinary Process/Policy.
- 12.3 Officers and councillors must ensure that portable computers and any other easily stolen equipment is securely locked away when not in use.

12.4 Any device must be screen-locked to prevent unauthorised access when a PC or laptop is left unattended. Automatic locking mechanisms, including password-protected timeouts or screen savers, will engage if the device remains inactive, and this layer of security must not be diminished by the user.

### 13. Remote Working

13.1. Officers working remotely must also follow the guidance laid out in this policy. Since they will be accessing Council accounts and systems remotely, they are obliged to follow all data encryption, protection standards and settings, and ensure their private network is secure.

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# SEAFORD TOWN COUNCIL



## BRING YOUR OWN DEVICE POLICY

*This policy sets out the procedure to ensure that the Town Council deals with risks regarding the use of personal devices for Town Council business in a compliant, secure and accountable manner*

*"Working with our community to secure Seaford's best future"*

## Policy Status

<b>Version</b>	0.1	<b>Last Review Date</b>	N/A
<b>Adopted Date</b>	TBC	<b>Next Review Date</b>	one year from adoption
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## Version History

<b>Date</b>	<b>Version</b>	<b>Approval</b>	<b>Status</b>
N/A			

## Related Policies and Other References

<b>Policy Reference Code</b>	<b>Policy Name</b>
[insert code]	Data Protection Policy
[insert code]	IT & Cyber Security Policy
[insert code]	Whistleblowing Policy
[insert code]	Document Retention Policy

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2.0	Aim and Scope
3.0	Who This Applies To
4.0	Devices and Support
5.0	Security
6.0	Risk, Liabilities and Disclaimers

## 1. Introduction

- 1.1. Seaford Town Council recognises that the concept of Bring your Own Device (BYOD) relates to councillors or officers using their own personally owned device(s) for Council business (for the purposes of this policy, 'Council business' refers to the work carried out by officers, but also the Council duties carried out by councillors).
- 1.2. Officers should always use a Council device, where possible.
- 1.3. With BYOD, the Town Council retains ownership of the corporate data and resources that may be accessed or stored on a device, but the device itself is the property of the user.
- 1.4. The Town Council recognises the benefits that can be achieved by allowing councillors and officers to use their own electronic devices for Town Council business, whether that is at home or at meetings. The electronic devices envisaged include laptops, smart phones and tablets.
- 1.5. The Council is committed to supporting councillors and officers while they are engaged with electronic devices for Town Council business.
- 1.6. The use of such devices to create and process Council information and data creates issues that need to be addressed, particularly in the area of information security. Thus, the Council must ensure that it remains in control of the data for which it is responsible, regardless of the ownership of the device used to conduct the processing.
- 1.7. The Council must also protect its intellectual property as well as empowering councillors and officers to ensure that they protect their own personal information.

## 2. Aim and Scope

- 2.1. The purpose of this policy is to ensure that the Council operates in full compliance with all relevant laws and regulatory requirements concerning data protection, cyber security, and compliance monitoring.

## 3. Who This Applies To

- 3.1. This policy applies to:
  - all officers, including temporary or agency staff

- all councillors
- all volunteers

#### **4. Devices and Support**

- 4.1. The Council acknowledges that any personal device brought onto Council premises will remain the sole responsibility of the individual councillor or officer, who accept all associated risks. As such, councillors and officers are personally liable for all costs associated with their own device.
- 4.2. The Council allows the use of personal smartphones, tablets and laptops at meetings for the purposes of accessing required information to partake in the meeting.
- 4.3. Where connectivity issues are experienced with the Council's IT systems, the Council's external IT provider may be able to support with this, but this will be on a case-by-case basis.
- 4.4. In most cases the device's manufacturer or carrier should be contacted by the owner of the personal device for operating system or hardware related issues.

#### **5. Security**

- 5.1. Any device must be password protected using the device's features in order to prevent unauthorised access to the Council's system. Furthermore, a strong password is required to access the Council's IT system.
- 5.2. Passwords to access the Council's IT systems must be:
  - at least six characters and a combination of upper- and lower-case letters with a number and a symbol.
  - kept confidential and must not be shared with third parties.
  - changed immediately if it is disclosed to a third party or discovered.
- 5.3. The device must lock itself with a password or PIN if it is idle for five minutes.
- 5.4. Home Wi-Fi networks must be secured with appropriate encryption and strong passwords. Caution must be exercised when using public Wi-Fi networks, as such networks may not be secure.

- 5.5. Public data backup and file transfer services, such as personal accounts on Dropbox, Google Drive, or OneDrive, must not be used for Council data.
- 5.6. Council data must not be shared to a personal email address.
- 5.7. Data must only be stored on internal memory, never on a removable memory card or device. For the ease of data tracking, it is recommended that a dedicated file be created on the personal device for Council data, so this is stored in one location and can be easily accessed / deleted should this be required, without having to run searches across the device.
- 5.8. Council email accounts will be deactivated immediately upon completion of the last day of work/in office and accounts closed within 30 days of the last day of work or in office. Access to deactivated accounts (within the 30 day period) can only be accessed with the agreement of the Town Clerk (or Deputy Town Clerk).
- 5.9. In the event of a data breach, this must be reported to the HR & OD Manager and Town Clerk immediately.
- 5.10. Councillors and officers must exercise caution when using personal devices to prevent any risk to the confidentiality of Town Council information. This includes avoiding the opening of suspicious email links, visiting unsecured or potentially harmful websites, installing unverified applications, and using public Wi-Fi networks in unsecured locations.
- 5.11. Councillors and officers will undertake regular training as relevant in relation to data protection and cyber security.

## 6. Risks/Liabilities/Disclaimers

- 6.1. Lost or stolen devices must be reported to the HR & OD Manager and Town Clerk within 24 hours to allow the Council to quickly assess the data risk. Councillors and officers are responsible for notifying their mobile carrier immediately upon loss of a mobile device.
- 6.2. Councillors and officers must adhere to the Council's BYOD Policy as outlined above.
- 6.3. Councillors and officers are personally responsible for any costs incurred in connection with their own personal devices.

The Council reserves the right to take appropriate action which may include, for officers, an investigation in line with the Council's Disciplinary Process/Policy and potential disciplinary action if deemed necessary, and for councillors this matter may need to be reported to the Monitoring Officer for advice on next steps.

DRAFT



## Seaford Town Council

<b>Report No:</b>	138/25
<b>Agenda Item No:</b>	18
<b>Committee:</b>	Extraordinary Full Council
<b>Date:</b>	8 January 2026
<b>Title:</b>	Asset Management Software
<b>By:</b>	Darryl Keech, Deputy Town Clerk & Responsible Financial Officer (RFO)
<b>Purpose of Report:</b>	To update Full Council on the proposal to introduce an asset management software and request the necessary budget inclusion for this in the 2026 – 2027 budget

### Actions

#### Full Council is advised:

1. To review and discuss the contents presented within this 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 that the associated expenditure for the asset management software be added to the 2026 – 2027 budget and the projected budgets for future years.

## 1. Introduction

1.1 The Strategic Management Team have been reviewing the management of assets within the Town Council. One finding of this review is that the Town Council is exposed to risks with its current methods of asset management – in particular surrounding record-keeping and access to information – and

that this can be mitigated through the introduction of asset management software.

- 1.2 The introduction of such a software will be a significant change in working practices for the Town Council and will require a budget to cover the monthly licence fee for the software.
- 1.3 This report is being presented now to present the proposal to introduce the software and request the necessary funds be allocated in the 2026 – 2027 budget.

## **2. Asset Management Review**

- 2.1 The Town Council has an extensive and diverse range of assets valued at over £10,000,000. The likelihood in the next two years is that there will be an increase in the number of assets in its portfolio as result of Devolution and Local Government Reorganisation.
- 2.2 The management of these assets is currently overseen on paper-based formats and spreadsheet-based systems, and relies heavily upon individual knowledge. This presents growing operational risks, creating vulnerabilities in audit trails, compliance documentation, and institutional resilience. This fragmented approach makes it challenging to maintain confidence in compliance standards and creates single points of failure when key staff are absent.
- 2.3 Whilst officers are completing a regular inspection of all the assets, the management of follow up issues remains a challenge. The filing of supporting documentation relating to the assets including photos and mandatory inspections becomes more and more challenging.

## **3. Asset Management Software Review**

- 3.1 Officers have looked across the market to find suitable asset management software and have engaged with numerous asset management software providers. The primary focus was to find a partner who understood council and local authority challenges.
- 3.2 The key elements of the evaluation of software that officers wanted were:
  - to be able to map all assets and make these visible to all.
  - to ensure that it could be accessed by officers whilst out on location at Town Council assets via a mobile device.

- to allow for inspection records to be digitalised, stored online and photos and inspections to be updated live at the time of inspection.

**3.3** to enable ready-created inspection routines/plans based on asset and facility type, saving officers' time where required along with the ability to upload all statutory compliance documents.

- to demonstrate a knowledge and understanding of relevant UK guidance.

**3.4** to enable multiple users access, so that in the event of any officer leaving the Town Council or being absent, there would be the ability to know what inspections had been completed and the progress on each of the assets.

**3.5** Officers completed an assessment of what was on offer, that included reviewing seven different providers / options. A number of systems were ruled out due to not meeting the basic requirements that would have been expected in such systems.

**3.6** Officers have identified Civic.ly as the preferred option, as this product met and exceeded all the officers' expectations.

**3.7** Civic.ly has offered the Town Council immediate use of its software for free, subject to the Town Council signing up for 2026 – 2027 for the annual licence fee of £5,556.

**3.8** The contract value (£5,556 per annum) can be approved at officer level where the necessary budget is in place, but with this being a new and unbudgeted expenditure, officers are seeking Full Council's approval of this spend before Full Council have committed to this expense in the budget for 2026 - 2027, because to receive the benefit of the free period of use between now and 31 March 2026 the Town Council must commit to enter into a contract with Civic.ly from 1 April 2026.

#### **4. Chosen Provider – Civic.ly**

**4.1** Civic.ly is a comprehensive asset management platform specifically designed for town and parish councils, developed by Scribe (serving 1,600+ councils). Unlike generic software, it understands council-specific requirements including Annual Governance and Accountability Return (AGAR) compliance, insurance obligations, and operational workflows.

**4.2** The below is an overview of the product and services that Civic.ly offers:

### **Mobile-First Operations**

- Dedicated mobile app (unlimited users)
- Offline capability for field work
- Photo-based defect reporting with automatic geotagging
- Real-time task updates accessible anywhere

### **Intelligent Asset Management**

- AI-powered asset recognition from photos
- Automatic categorisation across 600+asset types
- Built-in knowledge of relevant UK regulations (BS1177, BS1176)
- What3Words location tagging
- Detailed condition assessments

### **Robust Compliance Framework**

- Pre-built inspection checklists for all asset types
- Complete audit trails with timestamps and photos
- Scheduled reminders for statutory inspections
- Document upload for certificates

### **Operational Efficiency**

- Scheduling from daily to 10-yearly cycles
- Seasonal scheduling for grounds maintenance
- Bulk task reassignment for staff absence
- Contractor portal for external teams
- Advanced filtering and reporting
- Automatic renewal reminders

**4.3** In addition to the above, this system would bring benefits to the management of the new Grounds Maintenance Contract. Contractors would have access to photograph their works and add comments to the system, allowing closer management of their works by the Town Council.

**4.4** It is also possible that with the production of QR codes, residents would be able to report faults directly into the system allowing officers to react to any identified issues.

**4.5** It is officers' belief that this system will create efficiencies, reducing admin downtime by a significant number of hours per week, which means officers can focus time on other priorities.

- 4.6 Officers also estimate that it will reduce ad hoc callouts by 10% due to having a better preventative maintenance schedule, saving around £5,000 per year.
- 4.7 Assets will last longer through proactive maintenance. Whilst it is difficult to apply a definitive saving, the Town Council will see a longer-term benefit.
- 4.8 In addition, well documented inspection regimes and compliance reduce the likelihood of personal injury claims. With the average claim around £10,000 per incident (data provided by Zurich), it more than proves its value in claim prevention and avoidance.

## 5. Financial Appraisal

- 5.1 The cost of this product is £463 per month or £5,556 per annum. This would be a new addition to the Town Council's budget for 2026 – 2027.
- 5.2 Whilst this is an additional spend, officers confidently predict that savings will be seen with officer's time (handling queries, administering asset management records, and gathering information on assets) and a longer term reduction in maintenance (or even renewal) costs due to greater and more targeted preventative maintenance.
- 5.3 Civic.ly has offered the Town Council free access to its software for the remainder of the 2025 – 2026 year, subject to it signing up to the 2026 – 2027 contract. There is therefore no financial impact on this year's budget.
- 5.4 The contract term of this product is 12 months; there would be no liability after this 12-month period should the Town Council not wish to continue with the contract. The performance and impact of this software would be reviewed by officers in preparation for the 2027 – 2028 budget setting process.
- 5.5 From sign up, there is no fee to pay until April 2026 and the setup and training fees will also be waived by Civic.ly.

## 6. Contact Officer

- 6.1 The Contact Officer for this report is Darryl Keech, Deputy Town Clerk & RFO.