

BEAUDESERT & HENLEY IN ARDEN JPC



HANDBOOK

A COMPREHENSIVE GUIDE FOR COUNCILLORS &
RESIDENTS TO LOCAL GOVERNMENT CURRENT
LEGISLATION PERTINENT TO OUR JOINT PARISH COUNCIL

THE PUBLICATION ALSO INCLUDES A RANGE OF APPENDED
COMMUNICATING FORMS & NOTICES USED BY THE JPC

FIRST EDITION OCTOBER 2020
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JPC HANDBOOK FOR COUNCILLORS



Edition	Date	Author
First	October 2020	Ray Evans

Amendments	Date
Next review	October 2021

IMPORTANT

Up until the issue of this publication, the JPC was governed by a number of separate protocols, such as Standing Orders, Codes of Conduct and Terms of Reference. They also made provision for issues of equality and risk management again, in a raft of separate documents. Further having to manage over twenty different documents led to arrears in updating them to align with ever changing government statutory powers and regulations. Now, here they all are, marshaled together in ONE SINGLE publication which will be subject to review in October and amended as guided by decisions made and agreed at Council level and supported by the Community. Finally, if fundamental changes are made by HM Gov during the interim period of 12 months, such amendments will appear on the JPC website in waiting for adoption at the next publication date.

Ray Evans - Clerk & RFO - B&HIA-JPC October 2020

WHY A JOINT COUNCIL?

When Parish Councils were created in the 1890's, Henley was a ward of Wootton Wawen Parish Council because it was originally part of the Manor of Wootton, and was at that time, still part of the ecclesiastical parish of Wootton. Henley later became a separate ecclesiastical parish in 1914 and joined with Beaudesert in 1915. Beaudesert had always been a separate Manor to Henley.

In 1954 The Court Leet had suggested that Henley combine with Beaudesert to become a parish council, but Beaudesert were keen to retain their independence and they formed a separate Parish Council in 1955.

Henley was finally able to separate from Wootton and create their own Parish Council in 1957 despite opposition by Beaudesert Parish Council who felt threatened by its creation.

An Annual assembly in 1975 discussed the idea of creating a grouping order to form a Joint Parish Council and this was successful, because both parishes retained their own identity. The first Joint Parish Council meeting was held in 1976.

Over 125 years ago Joseph Crouch wrote -

"Henley is a quiet Warwickshire village or township. Joining on to it is a still smaller hamlet... apparently forming part of Henley, but in reality a distinct parish and a place of much greater antiquity. In fact this little hamlet of Beaudesert is the foster father of Henley."

With kind acknowledgements to Mr **Jonathan Dovey**
Historian, Henley in Arden

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PRESENT INCUMBENTS [SEPTEMBER 2020]

The present JPC are made up of TWELVE councillors, SEVEN representing the Parish of Henley in Arden, and FIVE, representing the Parish of Beaudesert. At the time of publishing, there were three vacancies.

PARISH OF BEAUDESERT

CHAIR OF THE JPC - CLLR ELAINE FIELD

Chair Finance Sub-Committee, serving Town Welfare &
Communications Sub-Committees

VICE CHAIR OF THE JPC – Cllr ANGELA OKEY

Chair Town Welfare Sub-Committee, serving the Finance &
Communications Sub-Committees

CLLR ROGER HUBBOCKS

Serving the Planning & Finance Sub-Committees

CLLR VAL HUBBOCKS

Serving the Planning and Finance Sub-Committees

CLLR KATE EASTON

Serving Town Welfare, Finance & Communications Sub-
Committees

PARISH OF HENLEY IN ARDEN

CLLR JEM JONES

Chair Emergency & Maintenance Sub-Committee, serving the
Town Welfare Sub-Committee

Cllr TINA WOODS

Chair Communications Sub-Committee, serving the Town Welfare
Sub-Committee

CLLR MARIJANA BAINBRIDGE

Chair Planning Sub-Committee, serving the Emergency &
Maintenance Sub-Committees

CLLR JACQUELINE KINGSNORTH

Serving Planning and Finance Sub-Committees

Ray Evans

CLERK TO THE COUNCIL & RESPONSIBLE PROPER OFFICER

FORWARD

This handbook consolidates the range of protocols in current use by the Beaudesert & Henley in Arden JPC. It has been published in this format for ease of access and will be reviewed and **updated annually**. A copy is published on the JPC website.

It is hoped that the residents of Henley will also make use of its contents to explain how the Council conducts its business to ensure that their money is used and invested wisely for the good of all.

Every aspect of the infrastructure of the corporate body is covered herein along with model forms used by the JPC for various processes.

If you wish to have access to a **more comprehensive** range of explanatory aspects of Council Administration, the author recommends you obtain a copy of Arnold-Baker Local Council Administration, ISBN 13: 9781405774055. You will also find The Good Councillors Guide useful for guidance on more involved issues –

local.gov.uk/our-support/highlighting-political

Ray Evans – Parish Clerk

ORIGINS OF THE PRESENT JPC GROUPING ORDER DATED 06.11.1975

Dated 6th November, 1975

LOCAL GOVERNMENT ACT, 1972
Order establishing a Joint
parish council

STRATFORD-ON-AVON DISTRICT COUNCIL

To the PARISH COUNCIL of the Parish
of Beaudesert in the Stratford-
on-Avon District

To the PARISH COUNCIL of the Parish
of Henley-in-Arden in the Stratford-
on-Avon District

To the LOCAL GOVERNMENT ELECTORS for
the said Parishes;

To the RETURNING OFFICER for the
election of parish councillors
within the Stratford-on-Avon
District;

And to ALL OTHERS whom it may concern.

WHEREAS by Section 11 (1) of the Local Government Act, 1972, it is provided that the parish meeting of a parish may apply to the district council for an order grouping the parish with some neighbouring parish or parishes in the same district under a common parish council and that the district council may thereupon make a grouping order accordingly, provided that no parish shall be so grouped without the consent of the parish meeting of that parish.

AND WHEREAS the parishes of Beaudesert and Henley-in-Arden are neighbouring parishes in the Stratford-on-Avon district and the parish meetings thereof have respectively applied to the district council for an order grouping the parishes under a common parish council.

AND WHEREAS the parish of Beaudesert is a parish the population of which includes 742 local government electors according to the 1975 Register of Electors and has a parish council consisting of five members.

AND WHEREAS the parish of Henley-in-Arden is a parish the population of which includes 1132 local government electors according to the 1975 Register of Electors and has a parish council consisting of seven members.

NOW, THEREFORE, WE THE SAID DISTRICT COUNCIL, in pursuance of the powers given to US in that behalf, DO HEREBY ORDER AS FOLLOWS:-

1. The parishes of Beaudesert and Henley-in-Arden shall be grouped under a common parish council which shall be called "The Beaudesert and Henley-in-Arden Joint Parish Council" and the said joint parish council shall consist of twelve members, of whom five shall be elected by the parish of Beaudesert and seven shall be elected by the parish of Henley-in-Arden.

2. On the day fixed for the ordinary election of parish councillors in the year 1976 there shall be an election of five parish councillors for the parish of Beaudesert and seven parish councillors for the parish of Henley-in-Arden and the provisions of the Local Government Act, 1972, and Part 1 of the Representation of the People Act, 1949, and the Local Elections (Parishes and Communities) Rules 1973, shall apply to the said elections, and to the term of office of councillors elected thereat.

3. The first meeting of the said Joint Parish Council constituted by this

Order shall be held within fourteen days after the day on which the Councillors elected at the ordinary election of Parish Councillors in the year 1975 take office and shall be convened by the Secretary of the Stratford-on-Avon District Council.

4. There shall be separate parish meetings of the parishes of Beaudesert and Henley-in-Arden respectively and all the provisions in the Local Government Act, 1972, or in any Rules of the Secretary of State for the time being in force relating to the holding of a parish meeting shall, unless therein otherwise provided, apply to the said parishes in all respects as if this order had not been made.

5. The expenses of the said Joint Parish Council shall be chargeable jointly on the parishes of Beaudesert and Henley-in-Arden and all expenses of the parish meeting of each parish shall be paid or reimbursed by the said Joint Parish Council. For the purpose of obtaining sums necessary to meet all the said expenses the said Joint Parish Council shall issue precepts on the Council of the District of Stratford-on-Avon.

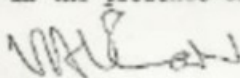
6. Where under any provisions contained in the Local Government Act, 1972, or in the said Rules, the consent of the parish meeting for a parish is required in respect of any act, matter, or thing done or contemplated to be done by a parish council the consent of the parish meetings of the parishes of Beaudesert and Henley-in-Arden shall be necessary in respect of such act, matter, or thing done or contemplated to be done, by the said Joint Parish Council.

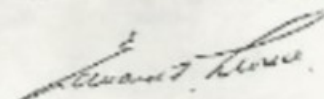
Provided that if such act, matter, or thing done or contemplated to be done as aforesaid shall be limited in its effect to the parish of Beaudesert or to the parish of Henley-in-Arden only, then the consent of the parish meeting of the parish not affected shall not be necessary.

7. Any provisions of the Charities Act, 1960, with respect to the appointment of trustees and to beneficiaries of a parochial charity and any provisions of the Local Government Act, 1972, with respect to the custody of parish documents shall apply to each of the said parishes so as to preserve the separate rights of each parish.

8. This order shall take effect from the First day of April 1976 and the separate parish councils for the parishes of Beaudesert and Henley-in-Arden shall cease to exist on the Fourth day after the ordinary day of election of parish councillors in 1976.

The Seal of the Stratford-on-Avon District Council was hereto affixed in the presence of:-


Member of the District Council


Secretary of the Council



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YOUR COUNCIL ADOPTED THE GENERAL POWER OF COMPETENCE

BRIEF OVERVIEW

1. Legislative background to the power

Parish councils are corporate bodies whose powers have accumulated through legislation since 1894. Their powers were constrained to specific and appropriate legislation until 2008 when they could, if eligible, exercise the Power of Well-being 2008 Order made under Sec 1 (2) of Local Government Act 2000 for the benefit of their community.

The Localism Act 2011, Chapter 1 of Part 1, Sections 1-8 has provided local authorities with a General Power of Competence, a radical new power with wide ranging possibilities. The broader general power replaces the Power of Well-being. The General Power of Competence (GPC) was brought into force by SI. 961, The Localism Act 2011 (Consequential Amendments) Order 2012 on 28th March 2012.

2. What does the power allow councils to do?

The power was a central part of the Government's move towards the decentralisation of powers down to the lowest practical level of local government. The Explanatory Memorandum to The Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012 no. 965 says that:

"The Government's intention in providing eligible parish councils with the general power of competence is to better enable them to take on their enhanced role and allow them to do the things they have previously been unable to do under their existing powers" The Government hoped that this new power would give local councils confidence in the legal capacity to act for their communities. The idea being that councils will use this power to work with others to provide cost-effective services and facilities in new ways to meet the needs of local communities.

Minutes - Annual Council Meeting 13.05.2019

Item 13.00 To agree to adopt the General Power of Competence as the two mandatory requirements to do so have been met; Two thirds of members of the JPC have been elected and the Clerk is qualified to CiLCA Standard.

The Clerk advised that the JPC was required to ratify the adoption of the General Power of Competence as this was a requirement following an Election. The General Power of Competence gives local authorities the power to do anything that individuals generally may do, as long as it is not illegal and is found in the Localism Act 2011, Sections 1-8. It was **RESOLVED** that the JPC adopt the General Power of Competence. This motion was proposed by Cllr Liz Jackson, seconded by Cllr Broadbent and carried unanimously.

The next review will be following elections in May 2023.

More information on this instrument can be found on the JPC website

SECTION A

STANDING ORDERS

An organisation, whether commercial or a local authority, requires a framework of rules on how they should conduct their day to day business, often referred to as a Constitution. Beaudesert & Henley in Arden Joint Parish Council is a legal entity, it represents the residents of Beaudesert & Henley in Arden, it **MUST** have stringent rules concerning the welfare of the community and the management and investment of the revenue collected from the residents. This section covers the protocols that underly this framework.

Councillors

When elected or co-opted on to the JPC, a new Councillor is required to sign a **Declaration of Acceptance of Office**, in the presence of the Clerk of the Council or, a Councillor, specifically designated by the Council for this purpose. They will also be required to complete and sign a **Declaration of Personal Interest** [Pecuniary Interests] which is sent to the Stratford District Council [SDC] Monitoring Officer and held on file for the duration of their engagement with the Council. Any changes in their circumstances likely to have an impact on their judgement in council affairs must be advised to the Clerk. A Councillor is expected to serve a full term in office, which is normally four years duration. Elections are normally held on the first Thursday in May. Candidates who incur costs in mounting their campaign, can claim by submitting an expenditure return document to SDC.

All Councillors will observe the **Code of Conduct** at all times when on Council business and no member will act in such a way that will bring the Council into disrepute, behave offensively in meetings, or obstruct the Council's business.

The **Code of Conduct** adopted by the Council will define when a Councillor will declare a personal or prejudicial interest in an item for discussion at a Council meeting. The Councillor will declare that interest and the nature of that interest at the earliest opportunity. Upon notification by SDC that a Cllr with voting rights has breached the Council's **Code of Conduct**, the Council shall consider what, if any, action to take against him/her.

Responsibility for declaring a personal interest and deciding what action to take as a result of the declaration is **solely a matter for the individual councillor**; it is not the duty of a Clerk, the chair of the meeting or any other councillor. The fact that the councillor makes a declaration at the start of the meeting is imperative. Once declared, a councillor needs to decide what action to take. For example, in the case of a councillor living in close proximity to the planning application site, this can **only lead to one outcome** - do not participate at all in the decision, and furthermore do not try to influence the decision in your role as a councillor.

A Councillor (or a non-councillor with voting rights) who has a disclosable pecuniary interest or another interest as set out in the Council's **Code of Conduct** in a matter to be considered at a meeting is subject to statutory limitations or restrictions under the Code on his/her right to participate and vote on that matter. Dispensation requests shall be in writing and submitted to the Proper Officer as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required. A dispensation may be granted at a meeting of the Council if the following applies without the dispensation the number of persons prohibited from participating in the meeting would be so great a proportion that it would impede the transaction; or it is in the interests of persons living in the council's area; or it is appropriate to grant a dispensation. The proper officer will make that decision and that decision will be final.

Meetings

At the time of publishing this handbook, the UK was under strict regulations imposed by the Covid-19 outbreak. Meetings were allowed to be conducted online using interactive conferencing. Members of the public were asked to email the Clerk if they wished to be part of any public meeting. A firm protocol will be included in this handbook when HM Gov. provide clear and precise methodology after the crisis. The JPC will continue to monitor ongoing national guidance.

Meetings will be held in appropriate, accessible accommodation. Unless no other accommodation is available the meetings **will not be held in premises used for the supply of alcohol**. Councillors are requested not to consume, or to have consumed alcohol, prior to/during any meeting, in order **to obviate the risk of misrepresentation or poor judgement in the decision-making process**. Any transgressions must be reported to the Chair or Clerk.

An agreed frequency of meetings will be decided at the **Annual Meeting** and Councillors will be advised of the meetings by the issue of a summons and agenda delivered by post, email or by hand. The Chair, in consultation with the Vice Chair, may if they deem it necessary, alter the date or time of any ordinary meeting of the Council, subject to a minimum of **five** clear business days' notice for Annual meetings and three clear business days in the case of other meetings. A summons sent electronically shall contain an electronic signature of the person issuing the summons.

Public notices will be posted in conspicuous places informing members of the public of the venue, time, date, and business to be transacted at the meeting.

This duty may be withdrawn or delayed in times of a pandemic which imposes restrictions on movement of the public or encouraging gatherings at the point of displays.

The Chair may convene **extraordinary** meetings provided that the agenda for such meetings is published at the time the meeting is called. The same notice will be given as for an ordinary meeting. The chair will sign the meeting notice.

If the Chair refuses to call an extraordinary meeting of the Council after a requisition for that purpose, signed by two members of the Council, has been presented to them, or if, without so refusing, the Chair does not call an **extraordinary meeting** within **seven days** after such a requisition has been presented to him, any two members of the Council, on that refusal or on the expiration of those seven days, as the case may be, may forthwith convene an extraordinary meeting of the Council.

Meetings will be open to the public and press and open to audio or video recording but the public and the press may be temporarily excluded from the meeting and recording ended if the business is regarded as confidential. The use of recording equipment is dealt with in more detail later in this publication.

An opportunity for public questions and comment will be made available immediately before the commencement of each Council meeting, subject to a **maximum of 15 minutes in total** unless the chair determines otherwise. A question shall not require a response at the meeting. The chair of the meeting may direct that a **written or oral** response be given at a later date.

Members of the public may speak at Council meetings at the discretion of the chair of the meeting. Mobile phones should be switched off or set to silent mode. Reasonable arrangements will be made to accommodate members of the press.

The Clerk, Chair and Vice Chair will agree the agenda for the meeting as appropriate. The agenda will always include an item to enable Councillors to declare interests. Each substantive item on the agenda will have an explanatory report attached to it.

The Council may **only take decisions on items clearly specified on the agenda**. If agreed by the chair, any urgent items that are not on the agenda may be discussed, but **no decision may be made**, at that meeting except for the following:

- ☐ to correct an inaccuracy in previous meeting minutes.
- ☐ to defer consideration of a motion.
- ☐ to refer a motion for investigation by an existing working group.
- ☐ to appoint a person to preside at a meeting.
- ☐ to change the order of business on the agenda.
- ☐ to proceed to next business on the agenda.
- ☐ to require a written report.
- ☐ to exclude the public and press from a meeting in respect of a confidential item or sensitive information prejudicial to the public interest.
- ☐ to not hear further from a Councillor or member of the public.
- ☐ to exclude a Councillor or member of the public for disorderly conduct.
- ☐ to temporarily suspend the meeting.
- ☐ to suspend a Standing Order unless it reflects a mandatory statutory requirement.
- ☐ to adjourn the meeting.
- ☐ to close a meeting.

The Chair of the council will preside at the meeting and will be responsible for the conduct of that meeting. If the chair is not present then the Vice-Chair will preside. If neither the Chair nor the Vice-Chair is present then the first matter on the agenda will be the election of an appropriate

Councillor who will chair the meeting. Whomever chairs the meeting will assume the duties of the Chair for the meeting.

Subject to Standing Orders which indicate otherwise, anything authorised or required to be done, by to or before the Chair may in his absence be done by, to or before the Vice Chair.

The quorum for the Council will be **four members**, or **one third of the total Councillor members** (excluding those that are debarred by reason of a declared prejudicial interest), whichever is greater. If there are insufficient Councillors present then no business will be transacted, and a fresh notice will be issued to reconvene the meeting at a later date.

If at any time during the meeting it ceases to be quorate then the meeting will be adjourned, and any further business carried forward to a subsequent meeting.
[Inquorate]

Voting at the meeting shall be by a show of hands unless a **majority of Councillors wants a ballot**. Only the proposer and seconder will be recorded in the minutes unless a Councillor requests that their vote is noted. A Councillor may also request that the Clerk records how each Councillor has voted, including abstentions. Any request of this nature will be made before moving on to the next business.

In cases of equal or tied voting, the Chair (or other person presiding) will have a second or casting vote (even if they did not give an original vote).

A **minute** of the meeting will be kept by the Clerk or other nominated person in the Clerk's absence. The minutes, which are circulated, will be draft minutes until the Council at their next or a subsequent meeting approves them, and the minutes are signed by the person presiding at that meeting. Minute numbers should be recorded for future reference.

With regard to any matter if there is a personal interest a statement can be made to the Council meeting but then the person must leave the meeting while discussions take place.

If a Councillor is not able to attend a meeting then apologies will be given to the Chair or the Vice Chair, who will relay these to the Parish Clerk.

The Clerk shall set out in the **summons for every meeting** of the Council all motions of which notice has been given by Council members, unless the proposed motion is legally improper or the member giving such notice indicates, in writing that they propose to move it to a later meeting, or has since withdrawn it in writing.

If the Annual Meeting is in an election year it must be held within 14 days after that election. If it is not an election year then the **Annual Meeting** will take place on an appropriate day in May. There must be a **minimum of FOUR** meetings per annum. There are TWO statutory meetings which must take place each year, the **Parish Annual Assembly**, normally held in April and the **Annual Council** meeting, normally held in May.

If the outgoing Chair is available, they will preside at the Annual Meeting until a new Chair has been elected. The first business of the Annual Meeting will be the election of the Chair (and Vice Chair if appropriate) save for in an election year when members must first sign their **Declaration of Acceptance of Office**. The election of the Chair shall be conducted by the outgoing Chair, or in their absence, a nominated Councillor.

During the election of the Chair and Vice Chair, in the case of an equality of votes, the person presiding at the Annual Meeting would have ceased to be a member of the Council, but for the statutory provisions which preserve the membership of the Chair and the Vice Chair until the end of their term of office, they may not have an original vote in an election of the Chair.

The retiring Chair will re[po]rt on the activities of the Council for the preceding year. The Vice Chair shall be elected **annually** by the Councillors and the election of the Vice Chair will be the business transacted at the Annual Meeting, immediately after the election of the Chair.

Freedom of Information

Information held by the council shall be managed in accordance with the requirements in respect of handling requests under the Freedom of Information Act 2000 and the Data Protection Act 1998 and any other relevant policies such as the *Model Publication Scheme*. It should be noted that the JPC holds the right to destroy all supporting documentation [emails, notes, letters and memos] which leads to a successful adoption by resolution at full council. And only pertinent public notices may be submitted. Correspondence from, and notices served by, the Information Commissioner shall be referred to the Council by the Proper Officer. The council shall have the power to do anything to facilitate compliance with the Freedom of Information Act 2000.

Clerk to the Council

Parish Councils may delegate decisions to a committee or a paid officer. This duty is normally conducted by the Parish Clerk, who is also the Proper Officer. As required by s.112 of the Local Government Act 1972.

No parish councillor may act independently; all parish council actions must be by way of the full council, a committee, or the clerk.

The Parish Council's Standing Orders & Financial Regulations are based on the NALC models. The Executive Officer, as the council's 'Proper Officer', is also the council's Responsible Financial Officer (RFO).

The Executive Officer is the only paid officer; there is no other specifically identified individual who can be delegated to act on their behalf in their absence or in the event that the Executive Officer is an interested party. This scheme of delegation is not comprehensive and is subject to being implemented in accordance with the law, the Council's Standing Orders and Financial Regulations. A continuous internal audit that is to be available for members to review on a quarterly basis.

Communications

To deal with all press and public relations on behalf of the council.

Contractors

To liaise with, and be the first point of contact for, all contractors appointed by the parish council including the Chair of the Emergencies and Maintenance Sub-Committee.

Decisions

To take all necessary action, including signing any document, necessary to give effect to any decision of the council and its scheme of delegation.

Elections

To notify the Returning Officer of all casual vacancies arising in the membership of the Council as required by statute and to liaise with them regarding any statutory notices, electoral arrangements, and co-option.

Emergency Planning

To lead the Council's response in the case of a local major emergency in consultation with and/or under the direction of the Emergency Planning Officers of the county & district councils. To report to council issues concerning emergency planning to facilitate and enable a local emergency.

Finance

If required, and dependent on banking arrangements, to manage timely transfer of funds between the council's bank accounts in order to maintain adequate cash-flow and in accordance with the council's investment policy. To maintain adequate insurance cover for the council's activities and assets. To act as Responsible Finance Officer for the purposes of the Accounts & Audit Regulations. To present accounts for payment following Council sanction. To provide a draft budget to the council for the forthcoming year and forecast for future years. Other delegations in accordance with financial regulations.

Data Protection and Freedom of Information

To have overall responsibility for the council's publication scheme To be responsible for applying the requirements of the Freedom of Information Act and Data Protection Act.

Service Area Function Health, Safety, and Wellbeing

To arrange for and keep the council's schedule of risk assessments up to date. To take all necessary action to implement actions identified to mitigate risks in the workplace and on council property. To be the responsible officer for all safety purposes prescribed by law Information and Communications Technology. To be responsible for the provision and management of information and communication technology provided throughout the council. To report on need for replacement of out-dated equipment and the purchase of new equipment. To be responsible for the council's website and any other online presence.

Land and Property

To purchase necessary goods and supplies. To maintain the Council's offices and property. To adjust grass cutting frequencies in relation to the maintenance of the various open areas for which the Council is responsible. To consult on planting schemes for the various open areas for which the Council is responsible.

Meetings

To arrange and call meetings of the council and its committees as and when expedient in consultation with the council's chair.

Proper Officer

To act as Proper Officer for the purposes set out in Standing Orders and for all other purposes prescribed by law.

Staff

There are no other members of staff for whom the Clerk is responsible.

Standing Orders

To adhere to the Standing Orders of the council. Arrange for annual review.

Complaints

All complaints will be managed according to the council's policy; paper copies are available on request from the Clerk and also on the council web site. Urgent decisions required between scheduled meetings are delegated to the Clerk in consultation with the council's Chair. In the absence of the Clerk or in the event that the Clerk is an interested party, they will be substituted by an appropriate person from outside the parish council, ideally Clerk from within the district. In the absence of the council's chair, or in the event that the council's chair is an interested party, they will be substituted by the vice chair. Decisions made under this delegation will be reported to and minuted at the next council meeting. Under this delegation, where appropriate, the Clerk may conclude that an extraordinary meeting of the council be called to deal with the urgent matter.

The Council may appoint employees to assist it in the performance of its duties. The Council will appoint a Clerk to the Council, which will be on an employed basis, unless the Clerk is a member of the Council, acting in an unpaid capacity. The Clerk will act as the Proper Officer of the Council: will receive the Declarations of Acceptance of Office and notices disclosing interests; sign documents on behalf of the Council and issue agendas and notices of meetings; receive and distribute plans and documents on behalf of the Council, advise the bank of changes to mandates with the bank and receive and retain copies of byelaws made by other local authorities.

The Clerk will undertake the execution and sealing of legal deeds: A legal deed shall not be executed on behalf of the council unless authorised by a resolution. Subject to the resolution, any two Councillors may sign any deed required by law on behalf of the council and the Proper Officer witnesses their signatures.

As an employee of the Council the **Clerk is covered by employment legislation** dealing with employment rights, discrimination in employment, unfair dismissal, redundancy, and similar matters. The Clerk will therefore have a contract of employment stating the terms and conditions under which they are employed. This will effectively be administered by the chair or designated Councillor acting with the authority of the Council. The Clerk and any other persons employed by the JPC, if they carry out their duties either from their home or a designated office, will be subject to the following protocol.

Introduction

Beaundesert and Henley Joint Parish Council recognises that the clerk is required to work by his/herself in the community without close or direct supervision, sometimes in isolated work areas or out of office hours. The Parish Council also recognises it has an obligation to comply with its legal duties under the Health and Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999 for the health, safety and welfare at work of its employees.

Scope

This policy applies to all situations involving lone working of the Parish Council Clerk as an employee. It also applies to Parish Councillors, Volunteers and Contractors involved in lone working arising in connection with the duties and activities of the Parish Council

Definition

The Health and Safety Executive defines lone workers as “those who work by themselves without close or direct supervision”.

This includes but is not confined to:

1. One worker working from their own home.
2. Working alone in a workshop or open space.
3. Travelling alone to attend another agency.

General

When working alone always carry a mobile phone and ensure it is fully charged.

Clerk Working from Home Based Office

Travelling Alone on Parish Council Business

- Guidance on Driving on Parish Council Business is covered in the Parish Council's Health and Safety Policy
- Inform someone, for example a family member, of arrangements and of any changes to these arrangements
- Leave details of venue and contact details if possible
- Carrying a torch if travelling on foot in the dark
- Carry a personal alarm if visiting isolated locations
- If travelling on foot, plan your route to avoid poorly lit and isolated areas if possible
- Take account of adverse weather conditions

Meeting with or making a home visit to an individual

- If required to meet with a member of the public, assess the situation and always consider your personal safety. Consider whether you may need to:
 - Avoid meeting in isolated places
 - If they are to visit your home ensure that there is someone else in the house at the same time
 - Meet in a public place or get someone to accompany you
 - Get someone to accompany you if a house visit is necessary
- If faced with aggression / or conflict from a member of public seek to extricate yourself from the situation with the minimum of risk and get to a place of safety. Avoid getting into any kind of argument with anyone who is being aggressive or threatening, as this will only serve to inflame the situation
- An incident can be defined as an unplanned or uncontrolled event or sequence of events that has the potential to cause injury, ill-health or damage.
- All incidents must be reported to the Parish Clerk or Chair.

Responsibilities

The Parish Council will, as far as is reasonably practicable, ensure that the clerk, councillors, volunteers, or contractors who work alone or unsupervised for significant periods of time are protected from risks.

When working alone the clerk, councillor, volunteer, or contractor:

- Has a duty of care for his / her own safety and that of any other person affected by the Parish Council's activities
- Has a responsibility to follow safe working practices
- Needs to remain alert for their own safety
- Needs to ensure that they do not take any unnecessary risks

Guidance

The Health and Safety Executive's guidance on the risks of lone working can be accessed at

<http://www.hse.gov.uk/pubns/indg73.htm>

The Suzy Lamplugh Trust website has a Lone Working Leaflet which can be accessed at

<https://www.suzylamplugh.org/Handlers/Download.ashx?IDMF=61d3260c-818f-4646-8b3e-e2f09d1152a7>

Sub-Committees & Working Parties

The Council may at its **Annual Meeting**, or at any other time, appoint committees, sub-committees, working parties as it considers necessary. Subject to any statutory limitation, any committee or working party, other than a Finance Committee, may recommend to the Council the appointment of persons who are not members of the Council as co-opted members of any of the Council's Sub-Committees, working parties or panels. Such co-opted members shall be entitled to speak but not to vote.

The Council from time to time may set up working parties and task-and-finish groups to undertake research work on behalf of the Council described in agreed terms of reference. These groups will have no powers to make decisions. They will make recommendations to the Council for decision. The Council will set their Terms of Reference, and they will report periodically to the Council.

The Clerk has **delegated powers to deal with urgent matters**, particularly with regards to planning applications received, between meetings in consultation with three members of the Council to include the Chair and Vice-Chair and any other member as appropriate, to expedite matters in a timely manner. If every effort has been made to contact both the Chair and Vice-Chair, but one or both are not available (e.g. away on holiday), then the Clerk will contact two other Councillors, as appropriate. Any planning application that is viewed to be controversial or sensitive by the Clerk or Chair or Vice-Chair will be referred to full council for a decision in a properly constituted council meeting. Decisions of the Council will not be revised within **4 months**, except where a special item is placed on the agenda bearing the name of two Councillors and is considered and approved by the Council.

The Chair and the council will review the **Standing Orders** annually and the Council will decide any amendments.

During the course of meetings of the Council, the chair's decision as to the interpretation of the Standing Orders will be final. In cases of doubt, the Council will seek the advice of the Clerk and/or the Warwickshire Association of Local Councils. [WALC]

The **Council may resolve to suspend a Standing Order**, in order to progress the business of the Council, and such decision will be included in the minutes. The suspension will not be taken lightly, and it will be time limited.

SECTION B

CODE OF CONDUCT

Members of the JPC are the elected representatives of the people within **Beaudesert & Henley-in-Arden Parishes**, and they take decisions on their behalf. The purpose of this code of conduct is to set out the standards of conduct expected of members when carrying out their duties and to demonstrate to the public the standards of conduct they can expect from their elected representatives. This code applies to members of the Council whenever they are carrying out their official duties as an elected representative of the JPC. Although, in line with the Localism Act 2011 this code only applies to members when they are carrying out their official duties nevertheless the Council expects its members to uphold high standards of conduct at all times in order to uphold the reputation of the Council and the office to which they have been elected. All holders of public office must uphold the seven principles of public life and these principles underpin and inform the JPC code of conduct. The seven principles, often referred to as the Nolan Principles - [<https://www.leadinggovernance.com/blog/nolan-principles-20-years>] are:

Selflessness – Holders of public office should act solely in terms of the public interest.

Integrity – Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

Objectivity – Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

Accountability – Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

Openness – Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

Honesty – Holders of public office should be truthful.

Leadership – Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

The Code of Conduct

A. Behaviour

1. Do not treat others with disrespect.
2. Do not use your position as a member of the Council for personal financial gain.
3. Do not use your position as a member of the Council improperly to confer an advantage or disadvantage on yourself or any other person.
4. Do not place yourself under any financial obligation to any person or organisation who might attempt to influence you.
5. Do not misuse Council resources.

6. Do not disclose confidential information, **particularly that which is passed between Council members using emails for expediency.**

7. Do not bring the JPC or the role of Councillor into disrepute.

B. Interests

Registration of interests

8. Within 28 days of this Code being adopted by your authority or your election or appointment to office (where that is later) you must register with the Monitoring Officer the interests which fall within the categories set out in Appendix A (Disclosable Pecuniary Interests) and Appendix B (Other Registerable Interests).

9. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest in **Appendix A or B**, or of any change to a registered interest, notify the Monitoring Officer.

Disclosable Pecuniary Interests

10. Where a matter arises at a meeting which relates to an interest in Appendix A, you must declare the interest, not participate in any discussion, or vote on the matter and must not remain in the room unless granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.

Other Registerable Interests

11. Where a matter arises at a meeting which relates to an interest in Appendix B, you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but must not take part in any vote on the matter unless you have been granted a dispensation. If it

is a 'sensitive interest', you do not have to declare the nature of the interest.

Non-registerable interests

12. Where a matter arises at a meeting which relates to your financial interest (and is not a Disclosable Pecuniary Interest) or a financial interest of a relative or close associate, you must disclose the interest and not vote on the matter unless granted a dispensation. You may speak on the matter only if members of the public are also allowed to speak at the meeting. If it is a 'sensitive interest', you do not have to declare the nature of the interest.

13. Where a matter arises at a meeting which affects your own financial interest or a financial interest of a friend, relative, close associate or body covered by Appendix B you must disclose the interest.

14. Where the matter affects the financial interest to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest you must not vote on the matter unless granted a dispensation. You may speak on the matter only if members of the public are also allowed to speak at the meeting.

If it is a 'sensitive interest', you do not have to declare the nature of the interest.

C. Related documents

The following documents also provide guidance on the standards of conduct expected of members and can assist in the interpretation of this code of conduct. These documents can be found in the Council's constitution.

- ☐ The Rules of Procedure that set out the arrangements for dealing with an alleged breach of this code.
- ☐ The Council's Social Media Guidance sets out appropriate behaviour when undertaking Council business through social media.
- ☐ The Council's guidance relating to gifts and hospitality helps Councillors to decide whether to accept a gift or hospitality and when to declare it in the register.

Code Appendix A

Interests described in the table below.

Subject	Description
Employment, office, trade, profession, or vocation	Any employment, office, trade, profession, or vocation carried on for profit or gain.
Sponsorship	Any payment or provision of any other financial benefit (other than from the Council) made to the member during the previous 12-month period for expenses incurred by them carrying out their duties as a member, or towards their election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the member or their spouse or, civil partner or the persons, with whom the

	<p>member is living as if they were a spouse or civil partner (or a firm in which such person is a partner, or an incorporated body of which such person is a <i>director</i>* or a body that such person has a beneficial interest in the <i>securities of</i>* and the Council —</p> <p>(a) under which goods or services are to be provided or works are to be executed; and</p> <p>(b) which has not been fully discharged.</p>
Land and Property	Any beneficial interest in land which is within the area of the Council. 'Land' excludes an easement, servitude, interest or right in or over land which does not give the member or their spouse or civil partner or the persons with whom the member is living as if they were a spouse or civil partner (alone or jointly with another) a right to occupy or to receive income.
Licences	Any licence (alone or jointly with others) to occupy land in the area of the Council for a month or longer.
Corporate tenancies	Any tenancy where (to the member's knowledge)—

	<p>(a) the landlord is the Council; and</p> <p>(b) the tenant is a body that the member, or their spouse or civil partner or the persons with whom the member is living as if they were a spouse or civil partner, is a partner of or a <i>director*</i> of or has a beneficial interest in the <i>securities*</i> of.</p>
Securities	<p>Any beneficial interest in <i>securities*</i> of a body where—</p> <p>(a) that body (to the member's knowledge) has a place of business or land in the area of the Council; and</p> <p>(b) either—</p> <p>(i) the total nominal value of the <i>securities*</i> exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the member, or their spouse or civil partner or the persons with whom the member is living as if they were a spouse or civil partner, has a beneficial interest exceeds one hundredth of the total issued share capital of that class.</p>

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

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

Code Appendix B

- (i) Any group of which the member is in a position of general control or management and to which they are appointed or nominated by the Council;
- (ii) Any group
 - (a) exercising functions of a public nature;
 - (b) directed to charitable purposes; or
 - (c) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which the member of the Council is a member or in a position of general control or management;
- (iii) any gifts or hospitality worth more than an **estimated value of £30** which the member has received by virtue of their office.

SECTION C

COUNCILLOR DEVICE POLICY

Councillor Device Policy – GDPR Legislation

The purpose of this Policy is to ensure that Beaudesert & Henley in Arden Joint Parish Councillors do not hold unnecessary resident information on any of their devices that could be in breach of the new GDPR Legislation, which came into force on 25th May 2018. **The adoption and recording of such information should be advised by the member to the Clerk, who will judge whether there are any breaches of GDPR current protocols.**

All Joint Parish Councillors are reminded that they are **not able to act as individuals**, only as part of the whole Joint Parish Council. Therefore, if a resident is in contact with a Councillor, either by email, letter or text, the **Councillor should reply as soon as possible, copying in the Clerk to the reply**, informing the resident that their query has been forwarded to the Clerk who would be dealing with it.

The Councillor should then delete the message from their devices to ensure that the **only computer holding the information is the Joint Parish Council computer**. It should be noted that the Joint Parish Council computer is 'hosted' by a third-party company.

On receipt of the correspondence, the Clerk will communicate with the resident as follows: -

- ☐ If the query raised is administrative, the Clerk will deal with it and inform the resident of the course of action;
- ☐ If the query requires a decision from the JPC, the item will be added to the Agenda for the next scheduled JPC meeting for the

SECTION D

COUNCIL PRIVACY NOTICE

This Policy sets out the type of information that **Beaundesert & Henley in Arden Joint Parish Council** collects or is supplied with. It advises you how the information is held, who the JPC shares it with and how it is used. Please note the contact details below for any queries about your personal information. All personal data that is collected or supplied will be treated in accordance with the current data protection laws in the United Kingdom.

What information does the JPC collect and what information is the JPC supplied with?

[Directed to the public]

1. When you contact the JPC, we create a record of your name, and we add any information that you supply us with?

The JPC keeps electronic or paper records when you contact us. The JPC collects electronic or paper records which can hold information about Councillors and employees of the JPC. The JPC is supplied with a copy of the Register of Electors by Stratford District Council. The JPC does not sell any information to other organisations. It MUST be assumed by the JPC that any approach made by residents to assist them in any way, i.e. delivery of goods and services during a national crisis like a pandemic, is automatically acceptance by the resident, that such personal information has been surrendered with their permission and may at any time, request that such information be removed. In situations of temporary cover, such records will be kept by the JPC in written hard copy and not entered on to any electronic data storage equipment, including mobile phones and iPads used on a personal basis by the Councillors.

- 2. The Data Controller for your personal data is Beaudesert & Henley in Arden Joint Parish Council.** The Clerk and Proper Officer.

- 3. How does the JPC use your information?**

The JPC uses your information in the following ways; To process enquiries and applications, e.g. allotments. To provide services to parishioners, including sending them information about current and future services. This includes lists of current allotment holder's and waiting lists if applicable. It also includes mailing lists for any agendas, minutes, or any newsletters. To carry out any market research to help the JPC plan and improve their services. The JPC may contact you or request an outside market research agency to do so on their behalf. To produce any appropriate and aggregated statistical information.

- 4. Who might the JPC share this information with?**

The JPC may share the information with Stratford District Council or Warwickshire County Council or any emergency services where the JPC consider this would be necessary or helpful. The JPC would seek your explicit consent to this, other than where sharing of such knowledge was considered necessary in an emergency or for health and safety reasons. If you write to the JPC your correspondence will be in the public domain, unless you make it clear you do not wish it to be in the public domain, and the JPC is able to justify confidentiality under the relevant legislation (this is unlikely to be the case in planning matters). The information that you provide the JPC with may be used to detect and prevent fraud in respect of any public findings and the JPC may release information to the police or any other law enforcement agencies for crime prevention and detection purposes if required to do so.

5. How long does the JPC hold data?

Please refer to the JPC's Data Retention Policy which is available on the JPC web site. <http://www.henley-in-arden-pc.gov.uk/> The JPC will publish any changes to their data protection/information or any management policies on their web site and notify you by any other means where appropriate. Where you exercise your right to the removal of your personal data, the JPC will continue to maintain a core set of personal data to ensure they do not contact you inadvertently in the future. The JPC may also need to retain some financial records about you for statutory purposes e.g. anti-fraud or accounting matters. The 'right to be forgotten' is a qualified right and the public test will always be applied when a request for deletion of personal data is made. **Such records will be destroyed once the data has served its singular purpose.**

6. How can you access the information the JPC holds on you?

You are entitled to know what personal data the JPC holds about you and how the information is processed. You are entitled to ask for your personal data to be corrected when you believe it is inaccurate. You are entitled to withdraw your consent to the processing of your personal data by the JPC. However, if processing your personal data is necessary to provide you with a service or information you have requested then withdrawal may mean that you may not receive that service or information. The JPC will make it clear if this is going to be the case and discuss your concerns directly with you prior to the JPC ceasing to process your data.

7. Please make any requests or complaints to:

- ☐ The Data Protection Officer
- ☐ The Clerk to the JPC Beaudesert & Henley in Arden Joint Parish Council c/o
- ☐ 179 High Street, Henley in Arden, B95 5BA or
- ☐ Email: clerk@henley-in-arden-pc.gov.uk
- ☐ Tel: 01564 637607.

If you are dissatisfied with the handling of your request or complaint, you have the right to appeal to the

- ☐ Information Commissioner – there is no charge for making [an appeal](#).
- ☐ Contact details for the ICO are:
- ☐ The Information Commissioner's Office,
- ☐ Wycliffe House,
- ☐ Water Lane, Wilmslow,
- ☐ Cheshire, SK9 5AF
- ☐ Email: casework@ico.gov.uk
- ☐ Tel: 01625 545745 or 0303 123 1113 (local call rate).

SECTION E
Information available from Beaudesert & Henley in Arden
Joint Parish Council
under the model publication scheme.

Information to be published	How the information can be obtained
<p>Class1 - Who we are, and what we do</p> <p>Organisational information, structures, locations, and contacts. This will be current information only.</p> <p>N.B. Councils should already be publishing as much information as possible about how they can be contacted.</p>	<p>Website – www.henley-in-arden-pc.gov.uk or from Parish Clerk 01564 637 607</p> <p>Email: clerk@henley-in-arden-pc.gov.uk</p>
Current incumbents of the JPC	Website
Contact details for Parish Clerk	179 High Street, Henley in Arden, B95 5BA
Location of main Council office and accessibility details	Website
<p>Class 2 – What we spend, and how we spend it</p> <p>Financial information relating to projected and actual income and expenditure, procurement, contracts, and financial audit.</p>	Website
Annual return form and report by auditor	Contact Clerk

Finalised budget	Contact Clerk
Precept	Contact Clerk
Financial Standing Orders and Regulations	Website
List of Community Grants awarded by the JPC	Website
List of current contracts awarded and value of contract	Contact Clerk
Members' allowances and expenses	Website
Class 3 – What our priorities are and how we are doing Strategies and plans, performance indicators, audits, inspections, and reviews.	Website
Annual Report to Parish or Community Meeting	Website
Beaundesert & Henley in Arden Neighbourhood Development Plan – Draft Form [Presently held in abeyance due to Covid restraints]	Contact Clerk
Class 4 – How we make decisions Decision making processes and records of decisions	Website
Timetable of meetings	Website
Agendas of meetings	Website
Minutes of meetings	Website

Reports presented to council meetings - NB this will exclude information that is properly regarded as private to the meeting.	Website
Responses to consultation papers	Website
Responses to planning applications	JPC Website, JPC minutes, SDC planning portal.
Class 5 – Our policies and procedures Current written protocols, policies and procedures for delivering our services and responsibilities	Website
Policies and procedures for the conduct of council business: Procedural standing orders Committee and sub-committee terms of reference Delegated authority in respect of officers Code of Conduct Policy statements	Website and this publication.
Records management policies	Website and this publication.

Data protection policies	Website and this publication.
Class 6 – Lists and Registers	Website
Any publicly available register or list	Website
Assets Register	Website and this publication.
Register of members' interests	SDC website
Class 7 – The services we offer Information about the services we offer, including leaflets, guidance and newsletters produced for the public and businesses)	Website and this publication.
Allotments	Website and this publication.
Parks, playing fields and recreational facilities	Contact Clerk
Seating, litter bins/grit bins, clocks, memorials and lighting	Contact Clerk
Bus shelters	Contact Clerk
Public conveniences	Contact Clerk
Additional Information : This provides Councils with the opportunity to publish	Contact Clerk

information that is not itemised in the lists above	
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Email : clerk@henley-in-arden-pc.gov.uk **Phone:** 01564 637 607

Website: www.henley-in-arden-pc.gov.uk

SECTION F

BEAUDESERT & HENLEY IN ARDEN JOINT PARISH COUNCIL EQUALITY & DIVERSITY POLICY

Introduction

Beautesert and Henley Joint Parish Council recognises that it functions at a fundamental level of democracy and that its services affect, both directly and indirectly, the lives of all those who work for the Council and all those who visit the Council's various landholdings and properties. The Parish Council will seek to ensure that no-one is disadvantaged by the application of other conditions or requirements which cannot be shown to be justified. In doing so, the Council will strive to work within its resources and the appropriate legislative framework.

The Parish Council acknowledges that it has a role in the pursuit of opportunity for all and it seeks to work within the context of the Equality Act 2010.

The Parish Council acknowledges that certain groups and individuals within society are discriminated against and wishes to declare its commitment to working towards equality in employment and via the delivery of its services. In particular, the Council will work to combat discrimination and to ensure that prospective and present employees and those who may wish or wish to any of its services are not treated less favourably on the following grounds which are the identified Protected Characteristics as identified in the Equality Act.

The Protected Characteristics are –

- ☐ Age
- ☐ Disability
- ☐ Gender Reassignment
- ☐ Race
- ☐ Religion or Belief

- ☐ Sex
- ☐ Sexual Orientation
- ☐ Marriage and Civil Partnership
- ☐ Pregnancy and Maternity.

Age:

Individuals of any age or apparent age are protected from discrimination. Less favourable treatment of a person because of age is not lawful. From 6th April 2011, retirement of an employee constitutes age discrimination unless it can be justified as a proportionate means of achieving a legitimate aim. There are some key exemptions: minimum wage levels, benefits of service provisions – such as holiday entitlement and statutory redundancy Pay.

Disability:

Section 6 and Schedule 1 to the 2010 Act relates – a person is disabled if they have a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day to day activities (for example using a telephone, walking, lifting, and reading). An impairment is long-term if –

- ☐ It has lasted for at least 12 months,
- ☐ It is likely to last for at least twelve months, or
- ☐ It is likely to last for the rest of the life of the person affected.

The Equality Act 2010 (Disability) Regulations 2010 (the 2010 Regulations), issued pursuant to the 2010 Act came into force on 1 October 2010. The 2010 Regulations confirm that those certified as blind, severely sight impaired, partially sighted, or sight impaired by a consultant ophthalmologist will be deemed to have a disability.

They also confirm that persons with cancer, HIV infection or multiple sclerosis are deemed to have a disability.

The 2010 Regulations confirm a number of exemptions of groups of people who do not fall within the category of disabled. These include, for example, people suffering from an addiction to alcohol or nicotine. Notably pursuant to section 13 (3) of the 2010 Act, if a person (e.g. an employer or a service provider) treats a disabled person **more favourably** than a non-disabled person, this does not constitute direct discrimination.

The Equality Act 2010 protects disabled persons from discrimination; this includes a duty on employers to make reasonable workplace adjustments to prevent disabled employees and job applicants from being placed at a disadvantage compared to non-disabled people. An example of a reasonable adjustment may be a special type of chair for a disabled employee with a back condition.

The Parish Council, as the Employer, has a duty to make reasonable adjustments but can decline to make adjustments that it considers to be unreasonable, viz:

- ☐ Will the proposed adjustment resolve the problem?
- ☐ Is it a practical solution?
- ☐ How much will the overall cost be in making the change and is it affordable?

These reasonable adjustments may include some of the following:

- ☐ Making adjustments to premises.

For example, structural or other physical changes such as: widening a doorway, providing a ramp or moving furniture for a wheelchair user; relocating light switches, door handles or shelves for someone who has difficulty in reaching; providing appropriate contrast in décor to help the safe mobility of a visually impaired person.

- ☐ Altering the person's working hours.

This could, for example, include allowing the disabled person to work flexible hours to enable additional breaks to overcome fatigue arising from the disability, or changing the disabled person's hours to fit with the availability of a carer.

- ☐ Allowing the person to be absent during working hours for rehabilitation, assessment or treatment.

For example, if a person were to become disabled, the employer might have to allow the person more time off during work, than would be allowed to non-disabled employees, to receive physiotherapy or psychoanalysis or undertake employment rehabilitation.

- ☐ Acquiring or modifying equipment.

For example, an employer might have to provide special equipment (such as an adapted keyboard for a visually impaired person or someone with arthritis), or an adapted telephone for someone with a hearing impairment or modified equipment.

- ☐ Providing supervision

For example, this could involve the provision of a support worker, or help from a colleague, in appropriate circumstances, for someone whose disability leads to uncertainty or lack of confidence.

Gender Reassignment:

Re Section 7 of the Act, gender reassignment is a protected characteristic that applies to a transsexual person who is proposing to undergo, is undergoing or has undergone a process (or part of a process) to change their sex (by physiological or other attributes of sex).

Section 16 of the 2010 Act provides that it is discrimination against transsexuals to treat them less favourably for being absent from work because they propose to undergo, are undergoing or have undergone gender reassignment than they would be treated if they were absent because they were ill or injured.

Race Equality:

The Parish Council has a general duty to:

- ☐ Eliminate unlawful racial discrimination.
- ☐ Promote equality of opportunity.
- ☐ Promote good race relations between people of different racial groups.

Religion or Belief:

Section 10 (1) of the Act refers. It does not make reference to a particular religion, but it also relates to a lack of religion. The Act does not mean that people's faith must be taken into account so that they can, for example, wear signs of their faith and not be expected to act in contradiction to their beliefs. The beliefs must be:

- ☐ Genuinely held.
- ☐ A belief not simply a viewpoint or opinion.
- ☐ Relevant to weighty and substantial aspect of human life and behaviour.
- ☐ Able to attain a certain level of cogency, seriousness, cohesion, and importance.

- Worthy or respect in a democratic society, not incompatible with human dignity and not in conflict with the fundamental rights of others.

Sex:

- (i.) A reference to a person who has a particular protected characteristic is a reference to a man or to a woman.
- (ii.) A reference to persons who share a protected characteristic is a reference to persons of the same sex.

An example is that to discriminate against a breast feeding woman is unlawful and she could breast-feed in the Council Chamber and in Council meetings.

Sexual Orientation:

Section 12 of the Act protects a person's sexual orientation towards:

- (i.) People of the same sex as him or her (ie. a gay man or a lesbian).
- (ii.) People of the opposite sex from him or her.
- (iii.) People of both sexes.

Marriage & Civil Partnership:

Section 8 of the 2010 Act affords protection to people who have or share the characteristics of being married or being a civil partner. By contrast, a person who is engaged, a divorcee or a person whose civil partnership has been dissolved are not protected under the 2010 Act.

Pregnancy & Maternity:

S17 of the Act deals with the treatment of pregnant people in non-work situations and covers the period of her actual pregnancy and for the ensuing period of 26 weeks commencing on the day of

delivery. Notwithstanding other employment provisions which attach to pregnancy and maternity vis a vis leave etc, S18 confirms that a person discriminates against a woman if, in the protected period as identified above, he/she treats her unfavourably because of

- ☐ The pregnancy
- ☐ Illness suffered as a result
- ☐ The exercising of her rights to compulsory, ordinary or additional maternity leave.

Public Sector Equality Duty

Section 149 of the 2010 Act, which came into force on 5 April 2011, imposes on public authorities (which as specified in Schedule 19 includes principal authorities, parish councils and parish meetings without a separate parish council and, in Wales, community councils) in the exercise of their functions, a duty to take into account:

- ☐ The need to eliminate discrimination and harassment, victimisation and any other conduct that is prohibited by or under the Act;
- ☐ To advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- ☐ To foster good relations between those who share protected characteristics and those who do not.

The protected characteristics of marriage and civil partnership are not covered by the provisions of Section 149.

Equal Opportunity

The JPC is committed to achieving equality of opportunity both for those who use its services and for the employees who provide them.

Equal opportunities, fairness in the workplace and providing good quality services to the local community are all inter-linked. It is recognised that individuals and groups continue to be unfairly discriminated against and it is the Parish Council's responsibility to promote good community relations, equality of opportunity and to tackle unlawful discrimination in all of its forms.

This new and comprehensive statement is to demonstrate the Parish Council's wholehearted commitment to action in tackling inequality. Such action is the responsibility of members and all employees of the Parish Council.

Commitment

- ☐ To provide services that are equally accessible to all people, free from prejudice and discrimination and sensitive to the needs of all sections of the community.
- ☐ Value people and their differences and enable all employees to achieve their full potential, creating vitality within our organisation and the services we deliver.
- ☐ Seek to influence the work and contribution of partner organisations from all sectors by ensuring that equality issues and considerations are fully taken into account when developing strategies.
- ☐ Work actively towards eliminating all forms of discrimination, both of a direct and indirect nature.
- ☐ Encourage partnership and participation in the development and application of council policy and practices.

Policy into Practice

- ☐ Ensure that all policies and practices are in line with relevant employment legislation, anti-discrimination legislation and good practice guidelines.
- ☐ Integrate equality of opportunity into all aspects of local authority activity.
- ☐ Recruit and value a workforce that reflects the make-up of the community.
- ☐ Ensure all employees/members understand the values and expectations of the Council and the standards of behaviour that is expected from each of them.
- ☐ Make clear the action an employee who feels unfairly treated may take.
- ☐ Provide training to relevant employees/members so that they can actively put this policy into practice.
- ☐ Provide equal access to all service users and potential service users according to need.
- ☐ Give people who use or might use Council services the opportunity to influence the way their needs are met.
- ☐ Seek to influence partner organisations in a collective commitment to equality of opportunity.
- ☐ In line with Government guidance, encourage voluntary organisations to provide evidence of their commitment to equality in terms of their personnel policies and delivery of their services, as a criterion in determining the award of grant aid from the Council.
- ☐ Ensure that the Council has policies that result in services sensitive to the needs of all sections of the community.
- ☐ Use socio-economic data to ensure compliance with the policy, where appropriate
- ☐ Monitor and evaluate the effectiveness of policy and practice on a regular basis as determined by law

- Develop a well-defined complaints procedure in dealing with alleged contraventions.

In **employment** the aim is to provide a non discriminatory working environment where discrimination, harassment or bullying is unacceptable and which will not be tolerated. Employment policies, procedures and practices will promote equality of opportunity and all decisions regarding recruitment, selection, training, promotion and career management will be based solely on objective and job-related requirements.

In **access to services** the aim is to ensure that all those who receive from the Council or wish to use a Council service can do so without fear of discrimination or disadvantage.

All people are entitled to be treated fairly, in a consistent manner and with dignity and respect.

Employees & Recruitment

1. The Parish Council shall provide an environment free from discrimination and harassment and it recognises the contribution made by staff from all backgrounds especially from those within the above Protected Groups.
2. The Parish Council will take full account of the provisions of the Equality Act 2010 when recruiting staff. Section 60 of the 2010 Act relates to the recruitment process and specifically covers the enquiries that can be made **before** employment. An employer is not permitted to ask questions about a job applicant's health before offering work or, where not in a position to offer work, before including the applicant in a pool of applicants from whom the employer intends (when in a position to do so) to select a person to whom to offer work. If an employer does ask health questions before a job is offered and subsequently does not offer the person a job, the burden of proof will be

on the employer to prove that there was no discrimination. An applicant cannot bring an action solely on the grounds that a prohibited question on health was asked. However the Commission for Equality on Human Rights (CEHR) has powers under the Equality Act 2006 to enforce a breach of these provisions.

3. Advertisements for recruitment will not request applicants from a particular age range; neither will application form request dates of birth or other age-related details.
4. All application forms shall state that the Parish Council encourages applications from all, including and especially those from the Protected Groups.
5. In order not to discriminate against younger people, all application material will emphasise the importance of skills and potential, as well as experience.
6. The Parish Council will ensure that there is no age discrimination in relation to the dismissal of staff.
7. Any age discrimination shown to staff by other Staff Members, the Public or by the Council Members will be treated as a serious offence.
8. A job description and person specification must be drawn up for every vacancy and be provided to all prospective employees. Person and job specifications shall be strictly limited to those requirements which are necessary for the effective performance of the job.
9. Information about job vacancies must be made available to all sections of the community (except in situations where, in line with relevant employment legislation and the Council's Employment Policy, external advertising of vacancies is restricted).

Service Provisions to the Public

1. All Members of the Public will be treated fairly and consistently
2. All services shall be provided without unlawful discrimination, harassment or victimisation.
3. Those using Parish Council properties and facilities will be afforded all possible assistance so as to ensure that they can access these, with special attention being given to those who find it difficult to access facilities on the grounds of their age or disability or other Protected Characteristic.
4. All application forms – including Conditions of Use forms – made to the Parish Council shall state that the Parish Council will treat all applications equitably and take due consideration of those with Protected Characteristics.
5. All licence agreements – including allotment tenancy agreements – shall refer to this Equality Information statement.

Training and Development Opportunities

1. The Parish Council is committed to ensuring equality of opportunity in the development of both its staff and councillors.
2. All employees / members will be supported to undertake the training and development which they need to help them achieve and maintain a high standard of performance and will be given encouragement and support to achieve their full potential.
3. Where employees / members with disabilities undertake training and development, appropriate arrangements will be made as necessary to ensure that all opportunities are equally accessible.

RELATED LEGISLATION

- **RACE RELATIONS ACT 1976** (AMENDED 2000, 2003, 2010)
- **DISABILITY DISCRIMINATION ACT 1995** (AMENDED 2005)
– COVERED BY THE EQUALITY ACT – SEE BELOW
- **SEX DISCRIMINATION ACT 1975** (AMENDED 1999) -
COVERED BY THE EQUALITY ACT – SEE BELOW
- **EMPLOYMENT EQUALITY REGULATIONS 2003**
(AMENDED 2006, 2011)
- **HUMAN RIGHTS ACT 1998**
- **GENDER RECOGNITION ACT 2004** (AMENDED 2015)
- **THE EQUALITY ACT 2010** (AMENDED 2017)

SECTION G FINANCIAL REGULATIONS

1 Responsible Financial Officer

1.1 The RFO is a statutory office and appointed by the Council. The Clerk of the Council will take on this role of managing the Council's financial affairs in accordance with Proper Practices as defined in the Job Description for Parish Clerk and Responsible Financial Officer. The RFO will compile estimates of income and expenditure annually for the Council's consideration.

1.2 Estimates & Precepts

The Council will review the budget not later than the end of December in preparation for the precept being agreed and submitted to the Collection Authority in January. During the year, the budget will be reviewed against actual expenditure and income. Amendments to the budget will be discussed in Council and changes recorded in the minutes.

1.3 Income and Expenditure

The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, or management information prepared for the council from time to time comply with the Accounts and Audit regulations.

The RFO will supply updates of income and expenditure at each council meeting detailing actual figures against estimate and bank balances. Significant underspends or overspends will be brought to the attention of the Council and action taken to address any discrepancies. Underspent revenue will be identified and earmarked to reserves by a Council Resolution.

Good practice dictates that in the event of expenditure being proposed is outside the normal parameters contained within the scope of this section, advice and guidance **MUST** be sought from WALC or the Internal Auditor.

2 Accounting and Audit

2.1 The RFO will determine all accounting procedures and financial records of the Council in accordance with the Accounts and Audit Regulations.

2.2 On a regular basis, **at least once in each quarter**, and at **each financial year-end**, a member of the council, other than a cheque signatory, or the chair, shall be appointed to verify bank reconciliation's for all accounts prepared by the RFO. The council member shall sign the reconciliation's as evidence of verification. Any identified activity shall be reported to the council, including any exceptions, to and noted by the council.

2.3 The RFO will complete the annual financial statements of the Council including the annual return as soon as practicable after the end of the financial year and will submit and report on them to the Council. The Council will review each year and ensure that there is an adequate, effective system of internal audit of the Council's accounting, financial and other procedures in line with Proper Practice.

2.4 An **Internal Auditor** will be appointed by the Council to carry out the work required to comply with the Proper Practice. The person appointed will be competent and independent of the operation of the Council.

2.5 The RFO will submit the Annual Return to the External Auditor by the due date, ensuring the return is complete after submitting the form to the council for approval. [AGAR].

2.6 The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts and books and display or publish any notices and statements of account required by the Audit Commission Act 1998, or any superseding legislation and the Accounts and Audit Regulations.

3 Budgetary Control and Authority to Spend

3.1 In cases of extreme risk to the delivery of council services, the Clerk may authorize revenue expenditure on behalf of the council, which in the clerk's judgement it is necessary to carry out. Such expenditure includes, unplanned repair, replacement, or other work, whether or not there is any budgetary provision for expenditure, subject to a limit of **£1,000.00**. The Clerk shall report such action to the chair and one other member of the council as soon as possible and to the council as soon as practicable thereafter.

3.2 The RFO [Clerk] can authorise total expenditure up to a limit of **£750.00 in any one month** and a single amount of **£250.00 at any one time**, provided that authorisation by two members of the Council has given email verification.

3.3 Beaudesert & Henley in Arden Joint Parish Council will reimburse the expenses the Clerk, chair or Councillors incurred in performing the duties required whilst on council business. This may be a proportion of running costs if the Clerk's residence is used as the Council's offices. This allowance should be agreed at the Financial Sub-Committee's meetings and reviewed every quarter. Clerk's allowances in excess of **£18.00 per calendar month** will be taxable.

3.4 The chair, Councillors and the Clerk will be able to claim mileage at the prevailing Inland Revenue non-profit making rate (presently **45 pence per mile**) and therefore this will not be taxable. Such claims apply to journeys outside of the SDC boundary line.

3.5 Subsistence, which may include overnight accommodation and meals incurred whilst performing council business will be paid, provided there is a completed expenses form, together with the appropriate receipts and it is approved by at least two members of the council.

3.6 The Clerk may also claim for stationery, postage, printing costs and other office consumables, provided that an Expenses Form is completed, and a receipt is included. The Council will also contribute towards broadband, telephone, and the use of the home as an office for the Clerk, which will be paid on a monthly basis.

3.7 Items purchased specifically at the direction of the council will be reimbursed. The chair, Councillors and the Clerk should obtain a VAT receipt in the name of the council and submit it with a completed Expenses Claim Form. Applications for reimbursement should be made on the Expenses Claim Form and be submitted to the Clerk.

3.8 Councillors will use the resources of Beaudesert & Henley in Arden Joint Parish Council for proper purposes only.

3.9 Beaudesert & Henley in Arden Joint Parish Council will agree to adopt the Finance Sub-Committee's Terms of Reference at its Annual Meeting in May.

3.10 The JPC's Finance Sub-Committee has the power of delegated authority to approve the JPC's day to day expenditure, within budgetary limits.

4 Banking Arrangements and Cheques

4.1 The Council's banking arrangements, including the Bank Mandate, will be made by the RFO, or a Councillor appointed and approved by the Council. They will be regularly reviewed for efficiency.

4.2 A resolution of the Council will nominate **four members to be authorised by the Council** to sign cheques. Each cheque is to have two of the approved signatures. Internet bank transfers, including the transfer between the deposit and current accounts, to have the approval of two of the approved signatories by written authorisation.

4.3 All items of expenditure will be authorised by the Council and the payments approved. The RFO will examine invoices and verify and certify the expenditure. Cheques, direct debits, and Internet banking transfers will be completed for all transactions and signed by two authorised Councillors.

4.4 In respect of Grants, a duly authorized working party shall approve expenditure within any limits set by the council and in accordance with any policy statement approved by the council. Any revenue or capital grant in **excess of £5,000 shall before payment, be subject to ratification by resolution of the council.**

4.5 The Grant Applications Working Party will be responsible for constructing an application form which embraces all of the criteria necessary under the JPC's Grants Protocol, covered under **SECTION N** of this Handbook. Members of the council are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorize or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

4.6 If thought appropriate by the council, payment for certain items may be made by BACS provided that the instructions for each payment are signed, or otherwise evidenced, by two authorized bank signatories, are retained and any payments are reported to the council as made. The approval of the use of **BACS shall be renewed by resolution of the council at least every two years.**

4.7 Where Internet banking arrangements are made with any bank, the RFO shall be appointed as administrator and, **where appropriate, request that one of the appointed members of Council, assist in the banking process.** The bank mandate approved by the council shall identify at least **four** members of the council who will be authorized to approve transactions on those accounts.

5 Payment of Salaries

5.1 As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating. Salary rates and terms shall be as agreed by the council and in accordance with each individual contract of employment.

5.2 No changes will be made to any employee's pay, emoluments or terms and conditions of employment without the prior consent of the council.

5.3 The Clerk and RFO and any members of the council can claim reasonable expenses for travel, subsistence, or any necessary expenses in line with NALC guidelines, incurred whilst on council business with the authorization of at least two members of the council.

6 Income

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

6.2 Particulars of all charges to be made for work done, services rendered, or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all income and accounts due to the council.

7 Loans and Investments

7.1 All loans and investments will be negotiated in the name of the Council and will be set for a period approved by the Council.

7.2 All borrowings will be in the name of the Council and will not be entered into until necessary approvals have been given. Any application will be approved by Council, especially the terms and purpose. These terms must be reviewed annually.

7.3 All investments of money under the control of the Council will be in the name of the Council and all certificates or other documents will be retained by the RFO.

8 Contracts and Purchase Orders

8.1 An official order or letter will be issued for all work or service paid for by the Council. All Councillors and officers are responsible for obtaining good value for money at all times. An officer placing an order on behalf of the Council will ensure that good value and appropriate terms are obtained for the transaction.

8.2 Orders for values £1,000 to £3,000 require a minimum of two quotations; for values above £3,000, three quotations are required. Contracts exceeding £25,000 require additional safeguards and will follow Proper Practice and comply with public contracts regulations.

8.3 All estimates will be approved by the Council; while the Council is not obliged to accept the lowest quotation the reasons for accepting the quotation will be recorded.

8.4 Procedures for contracts are laid down as follows:

8.4.1 Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency and with the full approval of the Council members.

8.4.2 For the supply of gas, electricity, water, sewerage, and telephone services;

8.4.3 For specialist services such as are provided by solicitors, accountants, surveyors and planning consultants;

8.4.4 For work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;

8.4.5 For work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;

8.4.6 For additional audit work of the external auditor up to an **estimated value of £500.00** (in excess of this sum the Clerk and RFO shall act after consultation with the chair and Vice- chair of the council); and

8.5 When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.

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

8.7 All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least two independent members of the council who are not involved in the administration of the contract and, if thought prudent, an independent person.

8.8 If necessary and appropriate, the Clerk will then raise any further questions direct with each tenderer and ensure that each tender document is complete and fully understood. When the Clerk is satisfied, a decision will be made by the Clerk and those councillors involved as to which tender to accept; the Clerk will document this decision and the reasons for it. The Clerk will then circulate this document to councillors before the next full council meeting and ask for formal ratification before the contract is formally awarded.

9 Assets

The RFO will ensure that the Council maintains an appropriate and accurate Register of Assets. It will be reviewed at least annually, in conjunction with a health and safety inspection of assets if appropriate.

10 VAT

The RFO will promptly complete any VAT Return that is required. Any repayment claim due in accordance with the VAT Act 1994, section 33, will be made at least annually coinciding with the financial year.

11 Insurance

Following the annual risk assessment the Council will review the level of insurance cover and ensure it is adequate and appropriate for the activities of the Council. Minimum cover will include Public Liability, Employers Liability, Money and Fidelity Guarantee.

12. - Risk Assessment

12.1 A risk assessment will be undertaken annually of all the activities of the Council and a report approved by the Council. This assessment will also cover the appropriateness of the internal audit arrangements. The Risk Assessment will be reviewed annually.

12.2 If the Council undertakes a new activity not covered by the existing risk assessment an assessment will be undertaken before the activity commences.

12.3 The RFO shall be responsible for periodic checks of stocks and stores at least annually.

12.4 It shall be the duty of the council to review the Financial Regulations of the council at least annually. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.

SECTION H

DOCUMENT RETENTION POLICY

Document	Minimum Retention Period	Reason	Disposal
Minutes	Indefinite	Archive	Original signed paper copies of Council minutes of meetings must be kept indefinitely in safe storage. At regular intervals of not more than 10 years they must be archived and deposited at Wiltshire and Swindon Archive Centre
Agendas	5 years	Management	Bin (shred confidential waste)
Accident/incident reports	20 years	Potential claims	Confidential waste
Scales of fees and charges	6 years	Management	Bin
Receipt and payment accounts	Indefinite	Archive	N/A
Receipt books of all kinds	6 years	VAT	Bin
Bank statements including deposit/savings accounts	Last completed audit year	Audit	Confidential waste
Bank paying-in books	Last completed audit year	Audit	Confidential waste
Cheque book stubs	Last completed audit year	Audit	Confidential waste
Quotations and tenders	6 years	Limitation Act 1980 (as amended)	Confidential waste
Paid invoices	6 years	VAT	Confidential waste
Paid cheques	6 years	Limitation Act 1980 (as amended)	N/A
VAT records	6 years	VAT	Confidential waste

SECTION J

Recording and Filming of Council Meetings Protocol

The right to record, film and to broadcast meetings of Beaudesert & Henley in Arden Joint Parish Council (JPC) is established following the Local Government Audit and Accountability Act 2014. This is in addition to the rights of the public and press to attend such meetings.

- ☐ The JPC will make the meeting room available to the public at least 15 minutes before and after meetings for the setting up and removal of any filming equipment.
- ☐ Members of the public and press are permitted to film or record meetings to which they are permitted access in a non-disruptive manner.
- ☐ Meetings or parts of meetings from which the public and press are excluded may not be filmed or recorded.
- ☐ The use of digital and social media recording tools, for example Twitter, blogging or audio recording is allowed if it is carried out in a non-disruptive way.
- ☐ While those attending meetings are deemed to have consented to the filming, recording or broadcasting of meetings, those exercising the rights to film, record or broadcast must respect the rights of other people attending under the Data Protection Act 1998. Panoramic views of the meeting which include the general public should be avoided.
- ☐ Vulnerable persons and people who do not wish to be filmed will be given the opportunity to sit in a part of the room which is off camera.
- ☐ The chair of the meeting has the authority to stop a meeting and take appropriate action if any person contravenes

these principles or is deemed to be recording in a disruptive manner.

- ☐ Any person or organisation choosing to film, record or broadcast any meeting of the JPC is responsible for any claims or other liability arising from them so doing.
- ☐ The JPC asks those recording proceedings not to edit the film or recording in a way that could lead to misinterpretation of the proceedings or infringe the core values of the JPC. This includes refraining from editing an image or views expressed in a way that may ridicule or show lack of respect towards those being filmed or recorded.
- ☐ The JPC will display requirements as to filming, recording or broadcasting at its meeting venues and those undertaking these activities will be deemed to have accepted them whether they have read them or not.
- ☐ The JPC may itself photograph, film, record or broadcast meetings and can retain, use or dispose of such material in accordance with its retention and disposal policies.
- ☐ The written approved minutes are the legal record of the meeting.

SECTION K

DATA PROTECTION POLICY

Introduction

Beaundesert & Henley in Arden Joint Parish Council needs to collect and use certain types of information about the Data Subjects whom they come into contact with, in order to carry on their work. This personal information must be collected and dealt with appropriately whether on paper, in a computer, or recorded on other material - and there are safeguards to ensure this under the Data Protection Act 2018.

Data Protection Act 2018**

The UK legislation that provides a framework for responsible behaviour by those using personal information.

Data Controller

The person who (either alone or with others) decides what personal information Beaundesert & Henley in Arden Joint Parish Council will hold and how it will be held or used.

Data Protection Officer

The person(s) responsible for ensuring that it follows its data protection policy and complies with the Data Protection Act 2018.

Data Subject/Service User

The individual whose personal information is being held or processed by Beaundesert & Henley in Arden Joint Parish Council.

*** With the withdrawal from the EU, it is possible that UK will legislate for a new EU acknowledged document to replace the existing General Data Protection Regulation (EU) 2016/679.*

‘Explicit’ Consent

Is a freely given, specific and informed agreement by a Data Subject to the processing of personal information about her/him. Explicit consent is needed for processing sensitive data – see below

Notification

Notifying the Information Commissioner about the data processing activities of Beaudesert & Henley in Arden Joint Parish Council, as certain activities may be exempt from notification.

Information Commissioner

The UK Information Commissioner responsible for implementing and overseeing the Data Protection Act 1998.

Processing

Means collecting, amending, handling, storing, or disclosing personal information

Personal Information

Information about living individuals that enables them to be identified – e.g. name and address. It does not apply to information about organisations, companies and agencies but applies to named persons, such as individual volunteers or employees within the JPC.

Sensitive data

Means data about:

- ☐ Racial or ethnic origin
- ☐ Political opinions
- ☐ Religious or similar beliefs
- ☐ Trade union membership

- ☐ Physical or mental health
- ☐ Sexual orientation
- ☐ Criminal records
- ☐ Criminal proceedings relating to data subject's offences.

Data Controller

Beaundesert & Henley in Arden Joint Parish Council is the Data Controller under the Act, which means that it determines what purposes personal information held will be used for. It is also responsible for notifying the Information Commissioner of the data it holds or is likely to hold, and the general purposes that this data will be used for.

Disclosure

Beaundesert & Henley in Arden Joint Parish Council may share data with other agencies such as the local authority, funding bodies and other voluntary agencies. The Data Subject will be made aware in most circumstances how and with whom their information will be shared. There are circumstances where the law allows Beaundesert & Henley in Arden Joint Parish Council to disclose data (including sensitive data) without the data subject's consent. These are:

1. Carrying out a legal duty or as authorised by the Secretary of State
2. Protecting vital interests of a Data Subject or other person
3. The Data Subject has already made the information public
4. Conducting any legal proceedings, obtaining legal advice, or defending any legal rights
5. Monitoring for equal opportunities purposes – i.e. race, disability or religion

6. Providing a confidential service where the Data Subject's consent cannot be obtained or where it is reasonable to proceed without consent: e.g. where we would wish to avoid forcing stressed or ill

Data Subjects to provide consent signatures.

Beaundesert & Henley in Arden Joint Parish Council regards the lawful and correct treatment of personal information as very important to successful working, and to maintaining the confidence of those with whom they deal.

Beaundesert & Henley in Arden Joint Parish Council intends to ensure that personal information is treated lawfully and correctly.

To this end, Beaundesert & Henley in Arden Joint Parish Council will adhere to the Principles of Data Protection, as detailed in the Data Protection Act 1998.

Specifically, the Principles require that personal information:

1. Shall be processed fairly and lawfully and in particular, shall not be processed unless specific conditions are met.
2. Shall be obtained only for one or more of the purposes specified in the Act and shall not be processed in any manner incompatible with that purpose or those purposes.
3. Shall be adequate, relevant, and not excessive in relation to those purpose(s)
4. Shall be accurate and, where necessary, kept up to date.
5. Shall not be kept for longer than is necessary.
6. Shall be processed in accordance with the rights of data subjects under the Act,
7. Shall be kept secure by the Data Controller who takes appropriate technical and other measures to prevent

unauthorised or unlawful processing or accidental loss or destruction of, or damage to, personal information.

8. Shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal information. Beaudesert & Henley in Arden Joint Parish Council will, through appropriate management, apply strict criteria and controls:

- ☐ Observe fully, conditions regarding the fair collection and use of information,
- ☐ Meet its legal obligations to specify the purposes for which information is used,
- ☐ Collect and process appropriate information, only to the extent that it is needed to fulfil its operational needs or to comply with any legal requirements,
- ☐ Ensure the quality of information used,
- ☐ Ensure that the rights of people about whom information is held, can be fully exercised under the Act. These include:
 - ☐ The right to be informed that processing is being undertaken,
 - ☐ The right of access to one's personal information
 - ☐ The right to prevent processing in certain circumstances and
 - ☐ The right to correct, rectify, block or erase information which is regarded as wrong information. Take appropriate technical and organisational security measures to safeguard personal information,
- ☐ Ensure that personal information is not transferred abroad without suitable safeguards,

- ☐ Treat people justly and fairly whatever their age, religion, disability, gender, sexual orientation, or ethnicity when dealing with requests for information,
- ☐ Set out clear procedures for responding to requests for information.

Data collection

Informed Consent

Informed consent is when a Data Subject clearly understands why their information is needed, who it will be shared with, the possible consequences of them agreeing or refusing the proposed use of the data and then gives their consent.

Beaundesert & Henley in Arden Joint Parish Council will ensure that data is collected within the boundaries defined in this policy. This applies to data that is collected in person, or by completing a form.

When collecting data, Beaundesert & Henley in Arden Joint Parish Council will ensure that the Data Subject:

- ☐ Clearly understands why the information is needed.
- ☐ Understands what it will be used for and what the consequences are should the Data Subject decide not to give consent to processing.
- ☐ As far as reasonably possible, grants explicit consent, either written or verbal for data to be processed.
- ☐ Is, as far as reasonably practicable, competent enough to give consent and has given so freely without any duress.
- ☐ Has received sufficient information on why their data is needed and how it will be used.

Data Storage

Information and records relating to service users will be stored securely and will only be accessible to authorised staff and volunteers. Permission must be sought and gained from all contributors.

Information will be stored for as long as it is needed or required by statute and will be disposed of appropriately.

It is Beaudesert & Henley in Arden Joint Parish Council's responsibility to ensure all personal and company data is non-recoverable from any computer system previously used within the organisation, which has been passed on/sold to a third party.

Data access and accuracy

All Data Subjects have the right to access the information Beaudesert & Henley in Arden Joint Parish Council holds about them. Beaudesert & Henley in Arden Joint Parish Council will also take reasonable steps to ensure that this information is kept up to date by asking data subjects whether there have been any changes. In addition, Beaudesert & Henley in Arden Joint Parish Council will ensure that:

- ☐ It has a Data Protection Officer with specific responsibility for ensuring compliance with Data Protection,
- ☐ Everyone processing personal information understands that they are contractually responsible for following good data protection practice,
- ☐ Everyone processing personal information is appropriately trained to do so
- ☐ Everyone processing personal information is appropriately supervised,
- ☐ Anybody wanting to make enquiries about handling personal information knows what to do

- ☐ The JPC deals promptly and courteously with any enquiries about handling personal information,
- ☐ The JPC describes clearly how it handles personal information,
- ☐ The JPC will regularly review and audit the ways it holds, manages, and uses personal information
- ☐ The JPC regularly assesses and evaluates its methods and performance in relation to handling personal information
- ☐ All staff are aware that a breach of the rules and procedures identified in this policy may lead to disciplinary action being taken against them.

This policy will be updated as necessary to reflect best practice in data management, security, and control and to ensure compliance with any changes or amendments made to the Data Protection Act 1998. In case of any queries or questions in relation to this policy please contact the Parish Clerk.

**IN ANY EVENT – NO INFORMATION WILL BE RECORDED
ELECTRONICALLY IN JPC ARCHIVE FILES UNLESS
AGREED BY THE DONOR OF THE INFORMATION!**

SECTION L

CODE OF PRACTICE FOR HANDLING COMPLAINTS

This Code of Practice deals with the handling of complaints about the administration or procedures of Beaudesert and Henley in Arden Joint Parish Council. This Code of Practice is primarily aimed at situations where a complaint is being made about the administration of the Joint Parish Council or about its procedures. It is not meant as an appropriate means of addressing a complaint against an individual. Complaints about an employee, including the Clerk are dealt with, in the first instance, by the Chairs of the existing Working Parties and the Chair, who will deal with the matter internally, resulting in appropriate action being taken.

Complaints about a serving Councillor is subject to the jurisdiction of the Monitoring Officer, at Stratford District Council. Additional information may be obtained from the Clerk on 01564 637 607.

Objective

Beaudesert & Henley in Arden Joint Parish Council takes the views of local people seriously and needs to be aware when there is dissatisfaction with the services which the Joint Parish Council delivers. The objective of this Code of Practice is to:

- (a) Achieve a satisfactory outcome, if possible, for all parties involved, which will assist the Joint Parish Council in reviewing, and where necessary, changing the way that services are delivered;
- (b) Resolve the complaint at the earliest opportunity in the process.

Code of Practice – Before the Meeting

(a) If a complaint about procedures or administration is notified orally to the Clerk or a Councillor, initial action must be taken to establish the real issues and attempt an immediate resolution. This is particularly the case when the issue is one of information, understanding or interpretation. If this fails to resolve the situation, the complainant should be offered the opportunity to discuss their grievance with the Clerk or the Chair of the Joint Parish Council.

(b) If it is still not possible to satisfy the complainant, then the complainant should be asked to put the complaint in writing to the Clerk.

(c) If the complainant does not wish to put the complaint to the Clerk, they will be advised to write to the Chair.

(d) Within three working days of receipt of the complaint, the Clerk shall acknowledge the receipt of the complaint in writing to the complainant and try and settle the complaint directly. If the complaint involves the Clerk or a Councillor, this shall not be done without notifying the person concerned and giving them an opportunity to comment on the manner in which it is proposed to settle the complaint. Where the Clerk or the Chair receives a written complaint about their actions, this shall immediately be referred to the Joint Parish Council's Complaints Panel, comprising the Chair and the Chairs of the Working Parties.

(e) The Clerk or the Chair shall bring any written complaint which cannot be settled to the Complaints Panel and the Clerk shall notify the complainant of the date on which the complaint will be considered, inviting them to attend and bringing with them such representatives as they wish.

(f) Seven clear working days prior to the meeting, the complainant shall provide the Complaints Panel with copies of any documentation, or other evidence which they wish to refer to at the meeting. The Joint Parish Council shall similarly provide the complainant with copies of any documentation upon which they wish to rely.

Code of Practice – At the Meeting

(a) The Complaints Panel shall consider whether the circumstances of the meeting warrant the exclusion of the public and press. Any decision on a complaint shall be announced at the next Joint Parish Council meeting in public. The order of

business for the Complaints Panel Meeting is in accordance with NALC's legal guidance (Note 51) as follows:

- (b) The Chair shall introduce everyone and explain the procedure
- (c) The Complainant or their representative will outline the grounds for the complaint
- (d) Councillors may ask any questions of the complainant (
- e) The Clerk will be asked to explain the Joint Parish Council's decision
- (f) Councillors may ask any questions of the Clerk
- (g) The complainant and the Clerk (in that order) will be offered the opportunity of the last word.
- (h) The complainant and the Clerk will be asked to leave the room whilst Councillors decide whether the grounds for complaint have been put. If any points of clarification are necessary both parties shall be invited back.
- (i) The complainant and the Clerk will return to hear the decision or be advised when a decision will be reached.

Code of Practice – After the Meeting

Following the conclusion of the Complaints Panel Meeting, the complainant will be advised of the decision, in writing, within seven working days, detailing any actions to be taken. The decision is final with no further right of appeal.

Complaint Procedures

There is a strict procedure for raising a complaint, whether it be a member of the electorate or a Councillor, or any employee of the council. The JPC's principle authority, SDC, provide a form, see following, which must be completed and forwarded to the **Head of Law & Governance**. In that document, the complainant

must clearly identify the defendant and state without any ambiguity, the nature of the complaint they are lodging. The procedure for this process is laid down within the body of the form and if there are any queries, they must be directed to the SDC.

SECTION L SDC COMPLAINTS FORM



STRATFORD-ON-AVON DISTRICT COUNCIL

COMPLAINT OF COUNCILLOR MISCONDUCT

If you have any questions or difficulties filling in this form or you are in need of any support in completing it, because for example English is not your first language, or you have a disability that prevents you making your complaint in writing - please contact us on 01789 260400 and ask for the Monitoring Officer.

You can also e-mail us at monitoring.officer@stratford-dc.gov.uk - please state that the email is for the Monitoring Officer.

Please write CLEARLY and in BLACK INK

As an alternative to printing this form and writing the information, you can complete our online complaints form or email us at the above address to request an MS Word version of this form.

Please note

1. Complaints can only be accepted in writing
2. An officer from the Council may contact you personally to go through the details of your complaint
3. The Council is unlikely to be able to keep your identity or the information you have provided confidential. If you have serious concerns about disclosure of your name and the details of your complaint, please complete Section Four on confidential information.

Section One - Your details

Please provide us with your name and contact details

Title:	
First name:	
Last name:	
Address:	
Daytime telephone:	
Evening telephone:	
Mobile telephone:	
Email address: *	

* Please note that, wherever possible, we will contact you via email, if you have provided an email address

Please tick the appropriate box to tell us which complainant type best describes you:

- ☐ Member of the public
- ☐ An elected or co-opted member of a Council
(if applicable, please state which Council)
- ☐ Local authority monitoring officer
- ☐ Other council officer or authority employee
- ☐ Other (Please specify): _____

Section Two: Who and what are you complaining about?

If you are complaining about more than one person, please complete a separate form for each.

i. Who are you complaining about?

Full Name	
Name of Council	

ii. Please tick the relevant box(es) to show which part(s) of the Code you feel has/have been broken?

<input type="checkbox"/> Do not treat others with disrespect.
<input type="checkbox"/> Do not use your position as a member of the Council for personal financial gain.
<input type="checkbox"/> Do not use your position as a member of the Council improperly to confer an advantage or disadvantage on yourself or any other person.
<input type="checkbox"/> Do not place yourself under any financial obligation to any person or organisation who might attempt to influence you.
<input type="checkbox"/> Do not misuse Council resources.
<input type="checkbox"/> Do not disclose confidential information.
<input type="checkbox"/> Do not bring Stratford-on-Avon District Council or the role of councillor into disrepute.
<input type="checkbox"/> Registering and declaring pecuniary and non-pecuniary interests

iii. What is the misconduct you are complaining about?

iv. On what date did this happen and where?

v. Was the councillor acting in their capacity as a councillor when the alleged misconduct happened?

vi. Evidence

Please attach to this form, copies of any correspondence, documents, or other evidence that you feel is relevant to your complaint. However, we do not need extensive background information; limit yourself to what is really relevant.

Please briefly describe the documents you are enclosing:

1.	
2.	
3.	

☐

Tick this box if you would like us to return the evidence to you.

vii. Witnesses (if any)

Please tell us the names and details of any witnesses:

	First Name	Last Name	Address/Phone Number
1.			
2.			
3.			

Section Three: Settling of your complaint.

One option is an informal settlement of your complaint without the need for a formal investigation. Please use the box below to tell us whether you feel this might be possible in this case and, if so, could you suggest how?

Section Four: Confidential Information (this part only applies if you are asking for your identity to be kept confidential)

In the interests of fairness and natural justice, we believe Councillors who are complained about have a right to know who has made the complaint. We also believe that they have a right to be provided with a summary of the complaint.

We are very unlikely to withhold your identity or the details of your complaint unless we have good reason to believe that if your identity is disclosed:

1. You have reasonable grounds to believe you will be at risk of physical harm or;
2. You are an officer working closely with the Member in question and you fear the employment consequences or,
3. It would create medical risks associated with a serious health condition.

Requests to keep your name and address confidential will not automatically be granted. However, if you have made such a request you will be contacted and advised of the decision and, if your request is not granted, we will allow you the option of requesting the withdrawal of your complaint.

Please provide details below of why you believe we should withhold your name and/or the details of your complaint:

Please consider the complaint I have described above and the evidence attached. I understand and accept that the details will normally be disclosed to the Councillor and any parties involved in the complaints procedure. It may also be shared with the police in the prevention or detection of crime.

Declaration

I confirm that the information given on this form is correct to the best of my knowledge.

Signature: _____ Date: _____

Please send this form together with any attachments to:

Monitoring Officer
Stratford-on-Avon District Council
Elizabeth House
Church Street
Stratford upon Avon
CV37 6HX

Or by e-mail to monitoring.officer@stratford-dc.gov.uk

HOW YOUR INFORMATION IS USED. Stratford-on-Avon District Council will use the information that you provide for the administration of its complaints system (including sharing information with the subject councillor and Independent Persons). We may also share your information with other parties to whom your comments relate. We do this in the exercise of our official duty.

Your personal data will be held in accordance with our Retention and Destruction Policy which is available on our website. To discuss your right to request access to, rectification, restriction, portability or erasure of your personal data, or to object to the way that we process your personal data, please visit www.stratford.gov.uk/privacy or contact our Data Protection Officer by post at our Elizabeth House office, by email at data.protection@stratford-dc.gov.uk or by telephone on the mainline number 01789 267 575

SECTION M

Terms of Reference – Internal Audit

Objectives & Responsibilities

The Primary objective of the Internal Audit is to review, evaluate and report upon the adequacy of the internal control systems operating throughout the JPC. The internal control systems established within the JPC will provide assurances that the JPC's objectives will be achieved with particular reference to:

- The effectiveness of operations;
- The economic and efficient use of resources;
- Compliance with applicable policies, procedures, law and relevant regulations;
- The safeguarding of assets and interests from losses of all kinds, including those arising from fraud, irregularity, and corruption;
- The integrity and reliability of information, accounts, and any data.

The Internal Auditor, therefore, should:

- Carry out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year in order to be able to complete the relevant section of the Annual Return;
- Review the reliability and integrity of financial information;
- Review the means of safeguarding assets and verify their existence if that is deemed appropriate;

- Appraise the economy and efficiency with which resources are employed and identify, where appropriate, opportunities to improve performance and make recommendations if required;
- Review the established systems to ensure that all policies, procedures, laws, and regulations which could have a significant impact on operations, determining whether the JPC is in compliance;
- Review operations and activities on a regular basis to ascertain whether the results are consistent with the JPC's objectives and whether they are being carried out within the scope set out.

Scope of Internal Audit Activity

There are no limitations to the Internal Auditor's scope of activities. The scope of the Internal Audit allows for unrestricted access of the JPC's activities, including both financial and non-financial systems of internal control. The Internal Audit shall, as a minimum, cover areas which will provide a test of key controls in order to provide assurances that coverage has been met.

Independence

The Internal Auditor is to be independent of the operations, both financial control and management, of the JPC and is competent in the understanding of the law and requirements which are applicable to local councils, as stated in Governance and Accountability for Smaller Authorities in England. They should also have an understanding of simple accounting and basic PAYE and VAT requirements.

If there are any changes to the Internal Auditor's personal circumstances which may call into question their independence, it should be reported to the JPC in writing and subsequently acknowledged.

The main way to determine the effectiveness of an Internal Audit is that it is seen to be independent in its planning and operation

and, as such, will have unrestricted access to the Clerk of the JPC and segregation from the day to day operations of the JPC.

Objectivity will be preserved by ensuring that the Internal Audit is free from any conflicts of interest and does not undertake any non-audit duties on behalf of the JPC.

Rights of Access

There are no limitations to the Internal Auditor's access to records and he/she has the authority to access all assets, records, documentation, correspondence and control systems, in addition to receiving any information and explanation considered necessary and requiring any employee of the JPC to account for cash or any other JPC asset under their control.

The JPC's Responsibilities

The existence of an Internal Audit does not diminish the responsibility of the JPC to establish systems of internal control to ensure that the JPC's activities are conducted in a secure and well-ordered manner.

Reporting

The Internal Auditor will formally report on their results following each audit and any appropriate recommendations made to the JPC and to make any corrective actions, where appropriate, are carried out

SECTION N

Community Grants Working Party

Terms of Reference

1. The applicant is a voluntary or charitable body with a strong connection to Henley in Arden
2. There should be a clear benefit to a significant part of the community of Henley in Arden. Evidence of parish residents either using or benefiting from the service should be provided
3. Support is aimed at specific projects. The Council will normally only commit funds once in each financial year for any one organisations. It cannot guarantee availability of funding in subsequent years.
4. Grants will not be supported to pay for salaries
5. Types of projects considered suitable are - improvements to the local environment and amenities, provision of recreational, arts or entertainment facilities.
6. The maximum grant payable per application is usually £8000, other than in exceptional circumstances
7. The council looks for some assurance that both the project and the applicant have long-term viability.
8. Evidence of your organisations own fund raising will be required for every application. The council will not usually support a grant for more than 50% of the total cost of the project or application
9. If a project is still in the planning stage a time-limited offer of a grant may be made conditional upon evidence of a firm commitment to a start date e.g. by placing a contractually binding order. The project for which the grant is claimed should commence within 6 months of the offer or it may lapse.
10. Grants in excess of £2000 will be paid over 2 instalments. To qualify for the 2nd instalment a written report must be provided which covers the criteria above.

Application process

1. Applications for a grant should be sent to the Parish Clerk. The grant form can be downloaded from the website or an application can be made by requesting an application form direct from the Parish Clerk.
2. Grants are considered annually, unless of an urgent nature in which case this should be stated on the application form. Mini grants of up to £500 can be requested at any time.

3. Applicants will be invited to a meeting with the Grants Sub-Committee to discuss the application
4. Financial accounts must be provided for the previous 2 years accounting period.
5. Evidence of bank balance is mandatory.
6. Applicants will be informed of the council's decision as soon as practicable after the meeting.
7. All documentation provided will be available for public scrutiny and should be legible.
8. Payments will be by BACS
9. Payments will only be made payable to the applicant organisation.

If Successful

1. The applicant will be notified once a decision has been made and will be asked to reconfirm the date on which the funds are required, along with the payee's name and to undertake to use the funds for the agreed purpose and within the agreed timelines.
2. A progress report is required within 3 months of the grant being provided. This report will be made available for public scrutiny.
3. As a condition of receiving a grant you are required to complete a short evaluation form.

Groups are expected to provide written evidence of what the money has been spent on and the benefit it has brought to the people of the Parish. Such evidence of how the money has been spent should include copies of invoices and receipts, plus attendance numbers, photos. Press clippings etc. where applicable. This information should be submitted at latest, 10 months after receipt of the grant monies.
4. The grant can only be used for the purpose stated in the application and the council reserves the right to reclaim any grant not being used for the specific purpose of the application.

However, if a group wishes to change the purpose of the grant, they must seek approval by writing to the council who will consider the matter.

5. Applicants for projects where the work has already been completed will not be considered.

The JPC normally issue notice of grant applications on the website and local press during October, awards are made in April and September the following year.

The application form is available from the Clerk, apply by email or phone as follows –

clerk@henley-in-arden-pc.gov.uk

01564 637 607

SECTION P

Sub-Committees Terms of Reference

Constitution

1.

Sub-Committees will comprise either six members [Quorum four members] or, five members [Quorum three members]

2.

At the Annual Meeting of Beaudesert & Henley in Arden Joint Parish Council, membership of the Sub – Committees is reviewed and voted on, a Chair elected and the Terms of Reference for the Finance Sub–Committee reviewed.

Function & Responsibilities

The Finance Sub - Committee - shall undertake the following roles and functions:

- The primary objective of the Finance Sub - Committee is to oversee the JPC's financial resources and to consider and recommend strategies and actions on the proper financial management, financial risks, management strategy, policy and operational matters concerned with the JPC's finances, property, and resources.
- To consider and prepare the annual budgets and recommend the correct precept level to be levied prior to approval by the full Council and submission to Stratford District Council.
- To ensure that adequate financial controls are in place to utilise and protect the JPC's finances and assets, to include appropriate insurances and maintenance of the asset register.
- To review the JPC's Financial Regulations annually and to ensure that the JPC is observing statutory regulations.

- To monitor and comply with laid down internal and external audit arrangements and any other financial procedures, regulations, and statutes.
 - To recommend the JPC's Annual Accounts to the main Joint Parish Council.
 - To monitor income and expenditure against the budgets and the Chair of the Finance Sub – Committee to produce a written report quarterly to the main JPC.
 - The Clerk/Responsible Financial Officer (RFO) is responsible for the proper administration of the JPC's financial affairs and is responsible for the maintenance of any documents and records necessary for the effective fulfilment of the Sub – Committee's duties.
- ☐ The Finance Sub-Committee will **work closely with the E&M Sub-Committee** in the running and maintenance of the Croft car park.

The Town Welfare Sub - Committee - shall undertake the following roles and functions:

- ☐ The primary objective of the Town Welfare Sub - Committee is to work closely with all of the town associations and societies, particularly those engaged in charity fund raising for the good of the community. To adopt and oversee, projects which are of use to the community, both as an asset, and providing essential services, using volunteer led strategies. Such activities will ensure that current legislation such as proper financial management, financial risks, management strategy, policy and operational matters concerned with the JPC's finances, property, and resources, are constantly upheld. The TW Sub-Committee will be responsible for children's play facilities and will work in conjunction with the E&M SC, and third-party inspection authorities to ensure that **all playgrounds** are regularly maintained and meet current safety regulations.

- To monitor income and expenditure against the budgets and the chair of the Finance Sub – Committee to produce a written report quarterly to the main JPC.
- The Clerk/Responsible Financial Officer (RFO) is responsible for the proper administration of the JPC's town welfare and is responsible for the maintenance of any documents and records necessary for the effective fulfilment of the Sub – Committee's duties.

The Planning Sub - Committee - shall undertake the following roles and functions:

- The Sub-Committee shall undertake the following roles and functions in relation to the approval or otherwise of any development plan or strategy proposals under planning legislation affecting the parishes:
In respect of representations to the Local Planning Authority in support of any departure application and not in line with SDC's Core Strategy;
- In relation to any arrangements between the joint parish council and the Local Planning Authority about the involvement of the joint parish council in the discharge of planning functions;
- To make representations to the Local Planning Authority on any Applications referred to the joint parish council and on any other planning matter that affects the parishes.
- The Clerk/Responsible Financial Officer (RFO) is responsible for the proper administration of the JPC's town planning and is responsible for the maintenance of any documents and records necessary for the effective fulfilment of the Sub – Committee's duties.

The Emergency & Maintenance Sub - Committee - shall undertake the following roles and functions:

- **The E & M SC** – will in essence be the **community caretakers**. Their duties as follows:
- Constant monitoring of open spaces in the charge of the JPC, to include footpaths, lawns, waterways, trees, and shrubbery, children's play areas, gutters and drainage, roadways and road furniture, gritting bin upkeep, manhole covers, bus stop shelters, council storage facilities and the Croft public car park.
- The Sub-Committee will be actively engaged with third-party authorities, in order to be aware of, and operating within, current legislation applying to the subject listing above.
- The Clerk/Responsible Financial Officer (RFO) is responsible for the proper administration of the JPC's town planning and is responsible for the maintenance of any documents and records necessary for the effective fulfilment of the Sub – Committee's duties.

The Communications Sub - Committee - shall undertake the following roles and functions:

- The Communications Sub-Committee will in essence be the official voice of local government in the community.
- They will be responsible for the preparation and submission of approved publicity emanating for the day to day business of the JPC. They will make use of hard-copy, and electronic formats for this purpose, using local social media and the JPC website and door delivery canvassing.

- The Sub-Committee will be actively engaged with third-party authorities, in order to be aware of, and operating within, current legislation applying to the subject listing above.
- The Clerk/Responsible Financial Officer (RFO) is responsible for the proper administration of the JPC's town planning and is responsible for the maintenance of any documents and records necessary for the effective fulfilment of the Sub – Committee's duties.

Sub Committee Meetings:

The Sub-Committees shall normally meet every month on the alternate fortnight to the full joint parish council meetings. They will refer for their guidance to the appropriate Protocols, the strict application of Council Standing Orders and the Code of Conduct.

The Sub-Committees are required to meet in public – providing the statutory three-days' notice, of the meeting and its agenda shall be made public. Standing Orders are applicable. The Code of Conduct applies to all members.

Notification of meetings - All Members of the Joint Parish Council are to be informed of any meetings of the planning sub- committee and are permitted to attend, speak but not vote in the same way as a member of the public.

SECTION Q

COMMUNITY ENGAGEMENT STRATEGY

Introduction

Beautesert & Henley in Arden Joint Parish Council is committed to engaging and empowering its residents and continually improving its approach to community engagement.

Beautesert & Henley in Arden Joint Parish Council values all the people in the villages of Beautesert & Henley in Arden and recognises the enormous contribution that individuals and community organisations make to the development of Henley.

This strategy builds on existing good practice and the strong tradition of community engagement. It ensures that the way the council engages with the community reflects the needs of the people that live and work here and their priorities for the future of our villages are considered.

Beautesert & Henley in Arden Joint Parish Council celebrates the diversity of the people of Beautesert & Henley in Arden with a commitment from the Council to address all existing inequality by building a sense of fairness, inclusion and cohesion within the community. The Council would like to ensure that groups of people who contribute to society such as young people, older people and citizens with a disability are given a voice in the decision-making processes that affect them.

Beautesert & Henley in Arden Joint Parish Council has, as its responsibility, to ensure that the views, needs, desires and preferences of everyone within the community - including those from vulnerable, minority and not yet reached groups – influence Joint Parish Council strategy development.

This strategy sets out a framework to ensure that the way the council consults and engages with the community is consistent and coordinated, that all the community engagement activities are monitored and evaluated, and that all residents have opportunities to get involved. It also makes sure that there is a clear link between community engagement and decision making.

This community engagement strategy also responds to requirements placed upon Beautesert & Henley in Arden Joint Parish Council by central government policy guidance.

Why do we need this strategy?

Beautesert & Henley in Arden Joint Parish Council's strategic approach to community engagement is driven by the needs of the parishioners of Beautesert & Henley in Arden in the light of all

central government decisions; and the decisions made by principal authorities that impinge directly upon those parishioners.

The requirement upon Beaudesert & Henley in Arden Joint Parish Council to ensure that we understand the impact of important legislation such as the Local Government Act 1999, Local Government Act 2000, the Children Act 2004, Planning and Compulsory Purchase Act 2004 and the Disability Discrimination Act 2004.

How this strategy works

This strategy sets out the council's intent and overall approach to engaging with all communities within Beaudesert & Henley in Arden. Beaudesert & Henley in Arden Joint Parish Council shall make information available, at the earliest opportunity, as to what matters are being considered by the Council and how residents may contribute and influence decisions. Methods used to ensure this are as follows: -

- By publication of information on the Beaudesert & Henley in Arden Joint Parish Council Web Site at <https://www.henley-in-arden-pc.gov.uk/>
- By posting information on the JPC notice boards located on the map appended to this Handbook.
- By publication of the minutes and notices in Henley Focus and Henley Express and exposure on local social media.
- By holding public consultation meetings in the Memorial Hall or any other venue meeting current protocols.
- In discussion, at regular monthly meetings of Beaudesert & Henley in Arden Joint Parish Council
- By leaflet drop, house to house.
- By holding Annual Parish Meetings

- The Parish Clerk – the Parish Clerk plays a neutral role so that residents can be fully involved and assured that they are receiving unbiased information and support, in confidence.

The Clerk can be contacted on:

01564 637 607

Clerk@henley-in-arden-pc.gov.uk

Engagement with the community to understand their needs and expectations will now be a fundamental part of council planning.

What is a community?

Beautesert & Henley in Arden Joint Parish Council has a responsibility to engage with all stakeholders in how the parishes are managed with everyone having a stake in what happens in the future and a role to play in the management of that future.

Communities can essentially be broken down into the following groups:

Parish organisations, a group of individual parishioners, businesses and other agencies and services.

This strategy focuses on these communities. It is important to recognise that communities can be defined in several different ways:

a community of places – defined by an area with a physical boundary, such as a housing estate, neighbourhood, or area boundaries.

a community of interest – defined by shared experiences such as an interest in an activity or project e.g. sports groups, church and school groups, community groups, representative bodies.

a community of identity - defined by how people wish to identify themselves or how society identifies them e.g. young people,

disabled people, ethnic minority groups, the working population, men, women, business leaders etc.

a community of concern – community activists or lobby groups e.g. “Proud of My Parish”.

a service user or customer community – users or potential users of primary /highways and recycling or services for specific users such as planning, sports centres, or libraries. No community is made up of people who all think the same, act the same and have the same experience or views. People will often belong to more than one community.

What is community engagement? Community engagement is the process by which community organisations and individuals build ongoing, permanent and sustainable relationships for the purpose of applying a collective vision for the benefit of the whole community.

Why is community engagement important? Community engagement is essential to improving services.

It helps to unite local people and communities, builds citizenship and community pride.

By engaging with local people, Beaudesert & Henley in Arden Joint Parish Council can make sure that good quality services are delivered where they are most needed and tailored to local needs. Feedback is also necessary as this acts as a check to ascertain that those services are meeting needs and any necessary improvements are identified.

Community engagement also helps to break down barriers between local people and Beaudesert & Henley in Arden Joint Parish Council. The council will then become more open and accessible as communities have a better understanding of how it works and the need to take part in the council decision making process at all levels.

The council recognises the need to reach out to all its diverse communities to ensure that a wide variety of views are considered.

Beautesert & Henley in Arden Joint Parish Council perspective

Community engagement is at the heart of local democracy. Beautesert & Henley in Arden Joint Parish Council believes that effective engagement must be focused on all levels through local councillors acting as elected representatives of local communities through responsibility with service delivery.

Community driven engagement

Beautesert & Henley in Arden Joint Parish Council needs to ensure that it reaches out to our communities at all levels and will involve our communities on several different levels:

This community-based approach to engagement is driven by:

- **Local councillors** - local councillors are the elected representatives of their communities. By having a base in their community, they are accessible and will get to know which issues affect people. Councillors will develop an understanding of the needs and hopes of local people through engaging with them and providing representation.
- **Council partnerships** – Beautesert & Henley in Arden Joint Parish Council will act in partnership with any other level of local government to promote a joined up approach to engagement by bringing the public, private, community and voluntary sectors together. These partnerships may provide guidance in the economic, cultural, technological, and environmental development of the area. Beautesert & Henley in Arden Joint Parish Council will also engage in partnership with key community-based representative groups and organisations to develop an

understanding of the issues that affect citizens and impact upon their neighbourhoods and quality of life.

- **Voluntary, community and faith-based organisations** - Beaudesert & Henley in Arden Joint Parish Council will maintain through the office of the Parish Clerk, key contacts within many voluntary, community and faith-based organisations, and use this network to further engage with our diverse range of communities.

- **Community groups and residents' associations** – Beaudesert & Henley in Arden Joint Parish Council needs to reach out to all communities through community groups such as older people's networks, neighbourhood watch groups etc., to involve local people in decisions that may affect their neighbourhoods. Contacts with these organisations will be maintained by the Parish Clerk.

Guiding principles Beaudesert & Henley in Arden Joint Parish Council is committed to carrying out community engagement to a high standard. The following principles have been put in place to help shape and drive successful community engagement.

- **Value, know and involve our communities** - everyone has the right to feel they have an investment in council decisions and can influence and take an active role in their community.

- **Support** – identify and overcome barriers to community participation.

- **Plan well** – Beaudesert & Henley in Arden Joint Parish Council is committed to accessing the views of groups in the community and particularly socially excluded ones. Utilising a 'one size fits all' approach to community engagement will not work, so the methods used to engage communities need to be planned to make sure that they are appropriate for the area, the community, the issue and the timescales.

- **Ensure quality of methods** – Beaudesert & Henley in Arden Joint Parish Council through the Parish Clerk will reinforce the

requirements for a high standard of quality within all our community engagement activities.

- **Improvement of provision** – community engagement should be embedded into strategy and planning. Clear procedures will lead to changes in the way decisions are made, that actions are carried out and that the services which are undertaken are delivered so that the council can meet community expectations.

- **Communication and feedback** - people have the right to access information detailing involvement opportunities and to find out about council decisions.

- **Evaluate and learn** - community engagement will be monitored and evaluated by Beaudesert & Henley in Arden Joint Parish Council to ensure that it is delivering on the outcomes as brought about by this strategy.

SECTION R

RISK ASSESSMENT SCHEDULE

BEAUDESERT & HENLEY IN ARDEN JOINT PARISH COUNCIL
RISK ASSESSMENT SCHEDULE 2019/20
Amended & Adopted 27.01.2020

<u>Managing risks using Insurance</u>	Potential Impact H/M/L	Likely Risk H/M/L	Decision
The Croft Car Park			
Protection of physical assets owned by the J.P.C. i.e., the surface, walls, lights etc.	H	H	Insurance checked and car park inspected weekly.
Risk of slips, trips & serious injury by members of the public in bad weather or over objects left in the car park	H	H	Inspected regularly. Report holes and trip hazards so that they can be dealt with appropriately.
Car Crime in the Car Park	M	M	All incidents reported to the J.P.C. and Police and properly investigated.
Risk of being struck by vehicles when moving round the car park	M	M	Public liability insurance. Maintain clearly defined parking bays with safe walking areas. Allow clear visibility for drivers and pedestrians. Appropriately lit & setting speed limits of no more than 5 mph.
Risk of overparking and site congestion resulting in dangerous manoeuvres and blocking of pedestrian routes.	M	M	Maintain clearly defined parking bays with safe walking areas. Allow clear visibility for drivers and pedestrians. Appropriately lit.
Risk of carelessly parked cars that cause an obstruction and reduce visibility of other drivers & pedestrians.	M	M	Maintain clearly defined parking bays with safe walking areas. Allow clear visibility for drivers and pedestrians. Appropriately lit.
Protection of physical assets owned by P.C. (buildings, equipment, furniture, etc.)	H	L	Quarterly inspections
Risk of damage to third party property or individuals as consequence of P.C. providing services/amenities to the public (Pub. Liability)	H	L	Quarterly inspections
Need to provide essential services following critical damage, loss or non-performance by a third party (consequential loss)	L	L	Insurance Checked
Loss of cash through theft/dishonesty (fidelity guarantee)	H	L	R.F.O appointed and tight financial controls in place
Legal liability as consequence of asset ownership (public liability)	H	L	Insurance in place
<u>Internal controls</u>			
Up to date register of assets	L	L	Documents available on JPC web site & hard copy. Checked annually.

Regular maintenance arrangements for physical assets	M	L	Controls in place and checked weekly
Annual review of risk and adequacy cover	M	L	RFO & Finance Com. - checked annually
Ensuring robustness of insurance providers	L	L	Came & Company Underwritten by Aviva Insurance Limited
Monitor individual budgets annually	L	L	Income & Expenditure checked monthly by RFO & Finance Com.
Internal audit assurance			
Review of internal controls and documentation	L	L	RFO & IA monitors on a regular basis
Review of management arrangements regarding insurance cover	M	L	Check adequate cover & review annually
Testing specific internal controls and reporting to management	L	L	R.F.O. & IA monitors regularly
Managing risks using third parties			
Risk identification			
Security for buildings, amenities, equipment, etc.	L	L	Play Areas checked weekly
Maintenance for buildings, amenities, equipment, etc.	L	L	Play Areas checked weekly
Provision of services carried out under agency and/or partnership agreements	L	L	Third parties must be insured - monitored by RFO
Banking arrangements	M	L	Monitor accounts and interest monthly - RFO & Finance Chair
Ad hoc provision of amenities /facilities for events to local community groups	L	L	N/A
Vehicle or equipment hire	L	L	No action taken
Trading units e.g., Playing fields, Sports fields etc.,	L	L	Monitor when trading - ALL JPC
Professional services e.g., planning, architects, accountancy, design, etc.	L	L	RFO to check personal Indemnity insurance in place, when appropriate
Internal controls			
Financial regulations dealing with the award of contracts and/or purchase of capital items	H	L	Adhere to Standing Orders & Financial Regulations Both Reviewed 2019
Regular reporting on performance of suppliers and contractors, etc.	L	L	Record at meetings, reviewed & reported on regularly - Finance Chair & Maint. WP
Annual review of contracts	L	L	Monitor on regular basis - Maint. WP & All JPC
Regular review of performance against targets	L	L	RFO to monitor at monthly meetings
Adherence to codes of practice for procurement and investment	L	L	Monitored through Clerk/RFO & Finance Chair
Arrangements to detect and deter	H	L	RFO monitors & provides

fraud and/or corruption			information when necessary - All Finance Cllrs to check
Regular bank reconciliations, independently reviewed	H	L	RFO checks & monitors. IA also checks & monitors
Internal audit assurance			
Review of internal controls and documentation	L	L	Checked by RFO & IA
Review of minutes to ensure legal powers available and basis of powers recorded and correctly applied	L	L	Checked by RFO & IA
Review of arrangements to prevent/detect fraud	L	L	Checked by RFO & Finance Committee
Review of adequacy of insurance cover	L	L	Checked by RFO & Finance Committee
Testing specific internal controls and reporting to management	L	L	Monitored & Checked by RFO
Risk identification			
Keeping proper financial records	H	L	Procedures adopted & checked regularly by RFO & IA quarterly
Ensuring all activities are within legal powers	H	L	Clerk & IA monitors at quarterly intervals
Ensuring all requirements are met under employment law and Inland Revenue regulations	M	L	Clerk/Finance Com. to advise Payroll Clerk employed for Clerks Salary, Tax & NI
Ensuring all requirements are met under Customs & Excise regulations (VAT)	M	L	RFO monitors & claims Regularly (quarterly)
Ensuring adequacy of annual precept within sound budgeting arrangements	M	M	Budget set on sound initiatives - Finance Committee/All JPC
Ensuring proper use of funds granted to local community bodies under Section 137	M	L	N/A - JPC adopted General Power of Competence
Proper, timely and accurate reporting of council business in the minutes	L	L	Councillor's monitor monthly
Responding to Electors wishing to exercise their right to inspection	L	L	Books open by appt. Minutes available electronically, on JPC web site & hard copy. On display at Meetings & available at Henley Library.
Meeting laid down timetables when responding to consultation invitations	L	L	Adhered to
Proper document control	L	L	Re-organised from 2015
Register of members' interests, gifts, etc., in place, complete, accurate and up to date	M	L	Appropriate documents with Clerk - open to inspection by appointment & available on SDC web site
Internal controls			

SECTION S

Tree Management Protocol

[Courtesy of SDC]



Tree Management Protocol

1. Introduction

Stratford-on-Avon District Council ('the Council') is responsible for approximately 250 hectares of land, ranging from car parks to local nature reserves, upon which are over 5,000 trees. Trees are dynamic structures, constantly growing and changing to adapt to environmental conditions.

The Council recognises that it has a 'Duty of Care' under the Occupiers Liability Acts 1957 and 1984 to ensure that all of the trees on its land remain in a safe condition as far as it is reasonably practicable.

As such, the Council manages the condition of trees and the risk that they pose to nearby people and property through a zonal inspection system (see Table 1), to prioritise areas of high usage and make the best use of limited resources to safeguard the public.

This document is intended to act as a single point of reference for the public, Councillors, officers and professionally interested people to establish a clear, consistent and more structured approach to the issues affecting Council owned trees.

The Protocol has been designed for the following purposes:

- To establish the responsibility of the Council in relation to its tree stock;
- To ensure that resources are correctly allocated from a risk perspective and that the management of trees on any particular site is fulfilling what is considered to be reasonably practicable; and
- To provide advice and guidance in relation to requested remedial tree works.

2. Inspection Regime

Table 1: Zonal Inspection System

Category	Typical Land Type	Survey Frequency
Zone One (High risk)	Ornamental and formal recreation areas, including play areas, high usage walkways and car parks, main roads and high usage/residential buildings.	As defined by existing survey or every 3-5 years
Zone Two (Medium risk)	Public open spaces in residential areas, including medium usage car parks and access points where the public are likely to congregate.	
Zone Three (Low risk)	Designated local nature reserves and open parkland, including any areas of low usage.	As defined by existing survey or every 4-6 years
Zone Four (Negligible risk)	Remote or inaccessible areas, including areas with minimal or no public use.	

The survey consists of a detailed inspection which involves an initial ground-level, visual assessment looking at the exterior of the tree for any evidence of structural defects. The

- **Wildlife**

The Council will not carry out any works to Council owned trees to reduce incidence of native bees, wasps, flies or other insects, birds or wild animals.

If you wish to destroy a common wasp nest, exercise great caution and seek the aid of a pest control expert. In recent years tree bumblebees have become increasingly common throughout the UK. Unlike common wasps this species only inhabits existing holes in trees and occasionally loft voids, and do not chew wood or have any detrimental effect to the structure of the tree or building. It is therefore current advice to leave these nests be, however if you feel that they are becoming a problem contact your local Bee Keeping Association.

Wild birds are afforded protection under the Wildlife and Countryside Act 1981 (as amended), and it is illegal to (amongst other offences):

- Intentionally kill, injure or take any wild bird; or
- Intentionally take, damage or destroy the egg of any wild bird, or the nest of a wild bird while it is in use or being built.

Further protection is afforded to birds listed on Schedule 1 of the Wildlife and Countryside Act 1981 (as amended) against disturbance whilst it is nest building, at a nest containing dependant young, or to disturb the dependant young of a Schedule 1 bird species.

Bats (*Chiroptera* spp.) are legally protected under the Wildlife and Countryside Act 1981 (as amended) and the Conservation of Habitats and Species Regulations (2017) against the following offences (amongst others):

- Deliberate taking, injuring or killing of a wild bat;
- Intentional or reckless disturbance of a bat in its roost;
- Damage or destruction to a place used by bats for breeding or resting (even if bats are not occupying the roost at the time); or
- Intentional or reckless obstruction of access to a bat roost.

Bats and other species that may live in trees are also listed as species of Principal Importance under Section 41 of the Natural Environment and Rural Communities (NERC) Act 2006. This places an obligation on public authorities in exercising their functions, to have regard, so far as is consistent with the proper exercise of those functions, to the purpose of conserving biodiversity.

The Council understands its legal obligations in respect of wild birds and other protected species, and the potential presence of protected species will always be considered prior to undertaking tree management works. Should the presence of protected species be suspected, or a protected species be found within a tree due for management, a professional ecologist and/or Natural England will be contacted for advice prior to any works commencing.

Any unauthorised works to a tree which results in a breach of the aforementioned legislation may result in prosecution or civil legal proceedings.

- **Obstruction to the Highway/Adjoining Property**

One of the requirements of the Highways Act 1980 is that a public highway should be kept clear of obstructions. Where branches from Council owned trees are causing obstruction/impediment over the highway or are in contact with an adjoining property, the Council will carry out the minimal works necessary to remove or reduce any obstruction. Such works will also take into account their effect on the long-term

recommendations contained within the survey provide remedial tree works to reduce or minimise a hazard on a tree posing risk to the associated target areas.

The re-inspection frequency is assessed on a tree by tree basis and is determined by the age, condition and location of the tree. Any intervention works will take into account the significant risks that may arise until the time of the next scheduled visit.

Following severe gales or unexpected/prolonged bad weather conditions, Council officers will look for and report on any unsafe trees and branches during their routine work through informal observations. This is to ensure that any damage to trees is identified and the appropriate remedial action occurs.

All tree works carried out on Council owned land is in accordance with British Standard 3998:2010 'Tree work – Recommendations'.

3. Unsafe Trees

If a Council owned tree is in such a condition that it poses a very high risk to people or property, the Council will attend the site as an emergency as soon as it is reasonably practicable. If works cannot be carried out immediately, the Council will seek to cordon off areas at risk until resources are available.

The signs to look out for which may mean that a tree is in such condition to warrant an emergency response include:

- tree is snapped or blown over
- tree is uprooted but held up by another tree or building
- large branch has broken off or is hanging off the tree
- tree or branch is blocking the road or footpath
- tree or branch is blocking access to property
- tree may, or has, fallen onto a house or vehicle

The Local Government (Miscellaneous Provisions) Act 1976 gives the Council powers to deal with dangerous trees not owned by the Council. It is normally used as a last resort if the land owner appears not to be doing anything about a dangerous tree, which may cause harm to people or property.

4. Tree Related Issues

• Common Law Rights

In the English legal system, 'Common Law' refers to laws that have been developed through precedent set by similar cases as opposed to being created through legislative statutes. Under English Common Law Rights, you have a right to remove (abate) the perceived nuisance associated with trees encroaching onto your property. The following advice with respect to encroaching Council owned trees is provided for general guidance only. You are strongly advised to obtain independent legal and arboricultural advice before acting:

- Before you consider carrying out any works to the tree, you should check to see whether it is protected by a Tree Preservation Order (TPO) or is located in a conservation area. If the tree is protected, then you will need to gain consent by making an application to the Council. If the tree is located in a conservation area, the Council must be given details of the works and six weeks' notice for standard works. For guidance on how to check if a tree is protected and how to make an application, please contact **01789 260304** or email planning.applications@stratford-dc.gov.uk. Carrying out work to a tree which is in a conservation area or subject to a TPO without first applying to the Council can constitute a criminal offence.

- where the distance between the base of the tree and the window of the nearest habitable room* is less than half the height of the tree (for trees with a height of less than 12 metres); or
- where the distance between the edge of the tree canopy and the window of the nearest habitable room* is less than 2 metres.

* A 'habitable room' means a dining room, lounge, kitchen, study or bedroom but specifically excludes WCs, bathrooms, utility rooms, landings and hallways.

You will be required to submit an independent report to the Council to support your request.

- **Tree Size**

The Council will not carry out any works to Council owned trees because they are considered to be "too big" or "too tall". A tree is not dangerous simply because it may be considered too big or too tall for its surroundings. In addition, the unfounded fear of a tree will not normally result in action to prune the tree. Any unauthorised works to a tree may result in prosecution or civil legal proceedings.

- **Television/Satellite and Radio Reception**

Interference with television/satellite and radio reception causes frequent complaints, and this can be worse when the leaves are on the trees and in strong winds or heavy rain. Many instances of poor signal arise from less obvious obstructions such as nearby hills or new constructions some distance from the receiver. In most cases, the situation can be either significantly improved or solved by the relocation of the aerial or an engineering solution. Boosters may also be available which can improve the reception. These options are far less destructive than the felling or pruning of a tree. The Council will not carry out any works to Council owned trees to address this issue and will not give permission for others to do such work to our trees. Any unauthorised works to a tree may result in prosecution or civil legal proceedings.

- **Security Cameras/Sensors**

The Council will not carry out any works to Council owned trees to improve the range or vision of security cameras or similar sensor equipment unless requested to do so by an appropriate statutory authority (e.g. the Police, on the grounds of public safety). The security of premises is the responsibility of the land owner and any system should be installed in such a way as to avoid interference from or with an adjoining tree(s). Any unauthorised works to a tree may result in prosecution or civil legal proceedings.

- **Overhead Power Cables**

The Council will provide clearance and remove obstructions for overhead power cables but will not carry out any works to Council owned trees to remove or reduce interference with them. The electricity supplier may be able to suggest an alternative solution, however, it should be noted that power cables often run through trees with little or no effect. Any unauthorised works to a tree may result in prosecution or civil legal proceedings.

- **Debris from the Lifecycle of Trees**

Blossom, leaves, fruit, berries, nuts, seeds; honeydew (sap exudation) and bird droppings are considered a natural act, outside of the control of tree owners. Where leaves from Council owned trees accumulate on public roads and pathways, they will be removed as part of the Council's street cleansing routine work. Where leaves end up on private land, they should not be swept or blown onto Council owned land, public roads and pathways.

SECTION T

COMMUNITY EMERGENCY PLAN



A separate publication, the Emergency Plan will be distributed to all households in Beaudesert & Henley Parishes. It sets out to help and advise residents in time of threat to the community.

SECTION U ALLOTMENTS

Rules for Plot Holders

Introduction

These rules and regulations are set out and designed to ensure that all allotment holders can enjoy and benefit from their plot. Please take a moment to read and note the rules of your tenancy; if you fail to observe these conditions you may be at risk of losing your plot.

The lease agreement is between Beaudesert & Henley in Arden Joint Parish Council [JPC] and you, hereinafter referred to as the **tenant**. In the Agreement, the term "allotment" means the sum of all areas of the allotment land rented, and the term "tenant" means you, the named person residing at a single address within the Parish. [Certain exceptions may be agreed]

When signing the lease you are agreeing to take on a yearly tenancy and to look after your plot and the allotment site. You are also agreeing to abide by these rules and regulations as part of the lease.

The tenancy lease entitles you to garden the plot numbered on your lease, as identified on the plan of the allotments. You may use the allotment for the cultivation of fruit, vegetables, flowers and herbs. Natural gardens/areas are not permitted. The primary purpose must be non-commercial.

As a tenant, you are responsible for the allotment and may not sub-let it or pass the tenancy to anyone else.

Where the demand for allotments is greater than the space available, new tenants will be kept on a waiting list. Tenants currently renting allotments, who wish to up size or down size, will

The JPC reserves the right to amend the conditions of the tenancy, charges for allotments and service as required. Notice of such changes will be being posted to each tenant and placed on the notice board at the entrance to the site.

The JPC will manage the allotment site until such time as the tenants come forward having formed an Association, of which two members must be Councillors. Once the Association has been formed the Council would set an annual sum, payable by the Association who will act as agents for the Council.

1. THE TENANCY is subject to the Allotments Acts 1908 to 1950 and to the following conditions:-

2. Payment of rent and termination due to non-payment.

☐ You, the allotment holder, as a tenant of the JPC, agree by signing the lease agreement to pay the current annual rent as a one-off payment in advance of the 12-month renting period.

☐ Payment of your rent can either be made in cash to the Parish Office, or by post in the way of a cheque made payable to the JPC, posted to JPC c/o Whitehouse Cottage, 179 High Street, Henley in Arden B95 5BA or by bank transfer, Lloyds, account number **00335801**, sort code **30-98-26**.

☐ The Council reviews all charges yearly prior to precept in April each year, any changes would come into force on 1st April. All tenants will be notified of any changes in writing from the 1st January.

3. Termination of the lease.

☐ The tenancy of an allotment shall terminate whenever the tenancy or right of occupation of the JPC terminates.

☐ The JPC may also terminate a lease by re-entry after one-months' notice, having been posted/emailed to the last known tenants address (whether it has been legally demanded or not):-

- ☐ If the rent or any part of it is in arrears for not less than 14 days whether legally demanded or not;
- ☐ If it appears to the JPC that there has been a breach of the conditions and agreements on the part of the tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the allotment, at least 3 months have elapsed since the commencement of the tenancy; or
- ☐ If the Tenant becomes bankrupt or compounds with his creditors.

☐ The date of the letter to be sent by registered post will outline the failure to meet any of the above and will be the start of one month's notice of termination of lease. If the payment or improvements are made, or reasons for non-compliance, received in writing at the Parish Office and having been approved by the JPC, no further action will be taken at that time. If no payment or improvements have been made at the end of the months' notice the lease will be terminated.

☐ The JPC may also terminate the lease by giving three months' notice in writing, if the land is required for building, or any industrial use, or for roads or sewers needed for these uses. Or any purpose, for which the allotment site has been appropriated under any statutory provision.

4. Plot allocations.

☐ No Tenant will have the right to more than one allotment. If a Tenant is permitted to have more than one allotment, the Council may give 12 months' notice to quit if the allotment is required for a new Tenant

☐ The tenant must reside within the joint Parish of Beaudesert & Henley in Arden. If the tenancy is granted to someone not resident in the Parish, the JPC may give 12 months' notice if the allotment

is required for a new tenant who does live within the Parish boundary.

5. Giving up your plot.

- ☐ You can give notice that you intend to give up your plot at any time, without compensation. Should you decide to give up your plot you must immediately inform the JPC, in writing, advising them of the date from which the plot will be vacated and ready for the inspection. This will end your agreement for the plot.
- ☐ The JPC will endeavour to re-lease your plot as soon as possible.
- ☐ The Tenant must yield up the allotment at determination of the tenancy created by this agreement and must ensure that the allotment is left in a tidy and strimmed down condition.
- ☐ If the plot is not left in a tidy and strimmed down condition, the JPC reserves the right to carry out such work and pass costs to the retiring tenant.
- ☐ All property including sheds/greenhouses must be removed unless there have been suitable negotiations regarding transfer With the incoming tenant.

6. Moving to another plot.

- ☐ Tenants currently renting plots wishing to up size or down size, will be given preference over those on the waiting list.
- ☐ Tenants wishing to change plots must notify the JPC in writing in order that this can be noted on their records to be able to advise you when the size of plot you require becomes available.
- ☐ You may be asked to give up your original plot in exchange for the new plot.

7. Changes in circumstances.

☐ It is your responsibility to contact the JPC to advise them of any changes in your personal circumstances i.e. change of address or illness/injury whereby you cannot attend your plot.

8. Subletting.

☐ The JPC reiterates that the tenant must not sublet, assign or part with possession of the allotment or any part of it without the written consent of the Council.

9. Statutory notices.

☐ The JPC will give notice to tenants as required under existing statutes.

☐ The JPC must issue a statutory notice when there are changes to your rent or to terminate your agreement. Any Council Officer can sign the notice. The Council will serve notice in one of the following ways:-

- ☐ To the tenant in person.
- ☐ In writing to the last address you have given on your records.
- ☐ By registered post to the last known address.
- ☐ By putting a notice in a prominent place on the plot/allotment site.
- ☐ By putting a notice in the local newspaper.

10. Right of entry/Power to inspect.

☐ The tenant must observe all rules and regulations relating to the allotment **site**, that have been or may at any time hereinafter be made by the Council and of which the plot holder shall have been notified.

☐ Officers of the Council, and others employed by the JPC or any member of the Council may when directed by the Council, enter,

inspect and carry out maintenance work on your plot/allotment site without notice.

☐ If the Tenant is found to be in breach of any provision of this Agreement, they will be given two weeks to remedy the breach. Should this notice not be complied with, the Council may remedy the breach and the costs of doing so may be recovered by the Council from the Tenant's deposit.

☐ The Council will undertake regular inspections.

11. Cultivation and care of your plot/allotment site.

☐ The main requirement of your agreement is to keep the allotment in cultivation and maintain the soil in a good and fertile state at all times.

☐ Plots must also be kept neat and tidy by removing litter and rubbish, controlling weeds regularly in order that they do not seed and cause problems for other plot holders.

☐ These allotment plots are provided to be **USED/WORKED**.

☐ If you cannot manage to cultivate your entire plot at once, it is acceptable, as a temporary measure, to mulch with polythene sheeting or organic mulch to keep weeds down.

☐ Rubber or foam backed carpet must not be used, as the backing may rot down releasing harmful chemicals into the soil and causing pollution.

☐ **Cultivation = 2/3 at all times either in crop or condition to accept crop.**

☐ Natural gardens/areas **ARE NOT PERMITTED**.

12. Non-Cultivation of plots.

☐ The tenant shall keep their allotment in a good state of cultivation, in a neat and tidy condition and used for its purpose.

- If at any time as the tenant you cannot cultivate, keep in neat and tidy condition and use the allotment for its purpose, it is your responsibility to inform the JPC.
- Failure to comply with the rules and regulations will result in the JPC issuing you a letter advising you of the breaches and giving two weeks for improvements to be made and asking if there are any mitigating circumstances to be made known to the Council.
- If improvements are made or reasons for noncompliance received in writing at the Parish Office and having been approved by the Council, no further action will be taken.
- Failure to comply with the above will result in a second letter to be sent, the date of this letter being the start of one month's notice of termination of the lease.
- If after the months' notice no improvements are made or mitigating circumstances given a third letter will terminate the lease and the plot will be re-allocated to the next person on the waiting list.
- The Council reserves the right to levy a charge to recover any costs incurred to reinstate the allotment plot to good order i.e. strimmed down and clear of rubbish for the next tenant, from the held deposit.

13. Bringing compost and manure on to the site.

- Tenants may bring green waste such as hedge/grass clippings and weeds onto their plots for making into compost for use on their plot. Similarly tenants can bring in manure, however you must not bring onto the site more material than you can use and it must be cleared from any path or highway within 7 days of delivery. You must cover fresh manure and compost heaps with a tarpaulin, or similar to help lessen the problem of strong smells and flies.

14. Soils and Minerals.

☐ Tenants must not take away or sell soil, earth, sand or gravel from the allotment site.

15. Watering.

☐ Water will be turned off at the sites from October to March, to prevent damage to system during the cold weather.

☐ No use of hose pipes is permitted. You may not make excessive use of water or tamper with the water supply.

☐ You are responsible for reporting water leaks/problems with taps to the Council.

☐ In the event of a drought notice being issued, tenants must adhere to the conditions of the notice.

* THE JPC will **monitor the water usage on both the north and south sites** using an accredited water meter and managing authority [WATER PLUS]. Usage charges will be shared equally by the plot holders on each site, the charges will be published on the JPC website and invoiced to all tenants on a yearly basis.

16. Boundary structures.

☐ The tenant shall keep every hedge that forms part of the boundary of the allotment plot properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in good repair any other fences, gates or sheds on the allotment plot and use their best endeavours to protect any other hedges, fences and gates of the allotment site.

☐ Paths and ditches must be kept in good order and clear of obstruction at all times. On shared plots, tenants must give unobstructed and clear access to sharing tenants.

☐ The tenant must not use barbed or razor wire for a fence adjoining any path set out by the Council for the use of occupiers of the allotment plots.

- ☐ Fences or hedges may not be erected that are higher than 4 feet.
- ☐ If maintenance is not properly carried out, the Council reserves the right to levy a charge to recover any costs incurred.

17. Structures and storage on allotments.

- ☐ Tenants may erect a shed on their plot, subject to terms/conditions laid down by the Council.
- ☐ Sheds must be of a commercially available type and approved by the Parish Council.
- ☐ They must be kept in good order and comply with existing Health and Safety provisions.
- ☐ Cold frames and storage boxes are permitted.
- ☐ Fruit cages to standard commercial sizes.
- ☐ Greenhouses structures should have a footprint of no more than 9 sq. meters and must be kept in good order and comply with current **Health and Safety provisions.**
- ☐ Netting tunnels are permitted providing that they must not be let to fall into disrepair or will have to be removed. The netting should be green, brown or black.
- ☐ No poly-tunnels allowed.
- ☐ Any building erected without the Council's consent may be removed by the Council without paying any compensation and the costs of removal may be recovered by the Council from the Tenant.

18. Rubbish.

- ☐ There is no automatic right to rubbish clearance on the allotment site and all dumping whether vegetation waste or any other material is forbidden.

- ☐ You must not deposit or allow anyone else to deposit rubbish anywhere on the allotment site. This includes the hedges, ditches and paths around the allotment site or on plots.
- ☐ The tenant must clear away from the plot and the site all rubbish and other waste generated and not to leave such waste matter on the plot or any part of the site.
- ☐ Any illegal dumping of rubbish on the plots/allotment side must be reported to the JPC.
- ☐ Tenants failing to comply with these conditions could have their leases terminated and be reported under existing legislation regarding the disposal of waste materials.

19. Bonfires.

- ☐ Plot holders may have bonfires to burn diseased plants and material which is difficult to compost but may not burn material that may harm the soil i.e. no paint, bitumen (roofing felt), plastics etc.
- ☐ A bonfire must not be allowed to create a nuisance to other tenants or neighbours. Please think about the timing of your bonfire. Having a bonfire on a sunny bank holiday weekend is likely to cause more nuisance than at the end of a dull day in January.
- ☐ The bonfire must be managed safely at all times and must be left in a safe condition when the plot holder leaves the site.

20. Chemicals.

- ☐ Chemicals must be used only in accordance with the manufacturer's guidelines and must not be allowed to stray onto other allotment plots. Dip tanks may not be used to rinse out containers that have held chemicals.
- ☐ When using any sprays or fertilizers, the Tenant must:-

* Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur;

* So far as is possible select and use chemicals, whether for spraying , seed dressing or for any other purpose, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests; and o Comply at all times with government regulations.

21. Animals.

☐ Dogs are permitted providing they are held on a leash. The Tenant must not bring any dog or cause one to be brought into the allotment field, unless the dog is held on a leash, to ensure that they do not stray onto or cause any damage to the allotments.

☐ The tenant must also comply with dog fouling by-laws and immediately pick up and dispose of any dog litter.

☐ The tenant shall not keep any livestock on the allotment, except in the case of hens (not cockerels).

☐ The Tenant will be responsible for ensuring that the hens are securely contained in a humane structure and cared for to the entire satisfaction of the Council.

☐ The Tenant will also be held entirely responsible for all costs associated with the control of vermin which may be due to the keeping of the hens.

☐ A separate agreement must be signed accepting the conditions attached to keeping hens. ☐ Do not feed animals on/or adjacent to the allotment site.

22. Children.

☐ Children are very welcome on the allotments, providing they do not cause nuisance to other allotment holders. Their welfare and

health and safety are the responsibility of their parents/carers at all times whilst on the site.

23. Bees.

- ☐ Bees MAY NOT be kept on an allotment plot.

24. The entrance gate.

- ☐ The gate SHOULD BE KEPT LOCKED AT ALL TIMES. You have a responsibility to the other allotment holders to ensure that the gate is locked at all times i.e. after entry/whilst during work on the allotments and on leaving the site, in order that unauthorised access is prevented and give security to other plots holders.

25. Parking

- ☐ Any provision by the Council for parking at the site is provided for the sole use of tenants whilst at their allotment.
- ☐ All cars using the parking areas do so at their own risk, the Council will not be held responsible for any damage/theft.
- ☐ No overnight parking is permitted.

26. Advertisements.

- ☐ The allotment site notice board is for Council and tenants use ONLY for allotment purposes.
- ☐ Fly Posting will not be tolerated.

27. Nuisance.

- ☐ You must not cause, under any circumstance, nuisance or annoyance to any other tenant or to the occupants of premises adjoining the allotment site, either through an action or through inaction, or through rude or bad behaviour, whether through carelessness, ignorance, and persistent or deliberate action.

28. Liability.

- ☐ The tenant is responsible for the provision of adequate and appropriate Public Liability insurance in respect of their personal liabilities associated with operating the allotment garden. Appropriate insurance schemes are available.
- ☐ The JPC will not accept any liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party and the Tenant agrees to indemnify the Council in respect of any such claim made against it.
- ☐ The JPC will not accept any liability to the tenant in respect of any damage to the allotment or theft of any item or structure placed on the allotment.
- ☐ Suitable footwear and clothes should be worn for working the allotment.

29. Determination of the Tenancy.

Determination on death

- ☐ This Tenancy shall determine on the death of the tenant.
- ☐ The Tenant's surviving family may continue with the tenancy, with the written consent of the Council and on the signing of a new allotment agreement.

Determination of termination of the Council's interest

- ☐ This Tenancy shall determine on the day on which the lease of the Council determines.

Determination by notice.

- ☐ This Tenancy may be determined by either party giving to the other 12 months previous notice in writing on or before the 6th day of April or on or after 29th day of September in any year. (This date

must not be between 6 April and 29 September – Allotment Act 1992 s1. (1)(e).

Determination where allotment appropriated

☐ This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the allotment being required:

- ☐ For any purpose, other than use for agriculture, for which it has been appropriated under any statutory provision, or
- ☐ For building or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

Determination by re-entry on default

☐ This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant:

- ☐ If the rent or any part of it is in arrears for not less than 40 days whether legally demanded or not;
- ☐ If it appears to the Council that there has been a breach of the conditions and agreements on the part of the Tenant contained in this agreement and provided that, if such breach is of the conditions or rules affecting the cultivation of the Allotment, at least 3 months have elapsed since the commencement of the tenancy; or
- ☐ If the Tenant becomes bankrupt or compounds with his creditors.

☐ If your lease terminates for any reason you must remove all property, sheds, greenhouses, within 14 days. After this time you may be charged for their disposal.

30. Notices.

□ Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by its Clerk and may be served on the Tenant either personally or by leaving it at their last known place of abode, or by registered letter, or letter sent by the recorded delivery service addressed to them at their last known place of abode, or by fixing the same in some conspicuous manner on the Allotment.

□ Any notice required to be given by the tenant to the Council shall be sufficiently given if signed by the tenant and sent in a prepaid post letter to the Clerk to the Council at the Council Offices. These regulations override any previous regulations set by the JPC

If you are in any doubt about any part of these regulations, please contact the Clerk at:-

clerk@henley-in-arden-pc.gov.uk or 01564 637 607

SECTION V

ASSET REGISTER

BEAUDESERT AND HENLEY IN ARDEN JOINT PARISH COUNCIL ASSET REGISTER

ASSET	2016/2017 £	Acquisitions £	Disposals £	Comments	2019-2020 £	2020-2021 £
LAND						
Jubilee play area - Chingley Bank	1.00				1.00	1.00
Allotments - Bear Lane	1,750.00				1,750.00	1,750.00
Littleworth fields	1.00				1.00	1.00
Riverlands conservation area	1.00				1.00	1.00
Public open space, Prince Harry Road*	1.00				1.00	1.00
Market Cross	1.00				1.00	1.00
The Croft Car Park						1.00
*The Medical Centre (999 year rent of £1,000 pa 106 Agreement)						
OTHER ASSETS						
Chairmans chain & badge of office	2,500.00				2,500.00	2,500.00
Street furniture and fixtures:						
bollards, seats, bins, signs & notice boards	19,789.00				19,789.00	19,789.00
Gates and fences	28,425.00				28,425.00	28,425.00
Strimmer for Allotment Users	145.00				145.00	145.00
Street lights	5,775.00				5,775.00	5,775.00
Play equipment - Jubilee	33,825.00				33,825.00	33,825.00
Play equipment - Riverlands	14,458.00				14,458.00	14,458.00
Church clock (Insurance Value)	27,928.00				27,928.00	27,928.00
Computer and software	3,733.00				3,733.00	3,733.00
Office furniture and other equipment**/**	3,529.00	248.00			3,777.00	3,777.00
Projector and Screen located -Memorial Hall	3,988.00		3,988.00			0.00
Office Lap Top, Monitor & Hardware & Printer		1,230.00			1,100.00	1,230.00
Public Access Defibrillator and Cabinet		1,500.00				1,500.00
Skateboard equipment	27,694.00				27,694.00	27,694.00
Two Wooden Bus Shelters		10,500.00				10,500.00
TOTAL VALUE OF ASSETS (£)	173,544.00	13,478.00			170,904.00	183,035.00

** Contents in Storage - 7 Road Signs, 1 Silver Line Cupboard
 1 Table Top Kit, 4 Filing Cabinets, 1 Hose, 1 Electric Radiator
 1 Salt Distributor for Snowy weather, 1 Bollard, 4 Cones,
 3 Megaphones, 10 X 2-Way Radios, 4 Headset Lights,
 1 Telephone/Fax, 3 Waders and 10 Hi Viz Vests & Suits
 ***Fire Resistant Safe (Chestnut Cottage)

APPENDED DOCUMENTS

SECTION W CERTIFICATES, APPROVALS

Insurance



Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

Tel 0845 777 3322 Fax 01452 423557
Email information@ecclesiastical.com
www.ecclesiastical.com

Employers' Liability (Compulsory Insurance) Act 1969

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy number

SCO119736/1602920

Name of policy holder

Beaudesert & Henley-in-Arden Parish
Council

Date of commencement of insurance policy

Date of expiry of insurance policy

We hereby certify that subject to paragraph 2

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b); and
- 2 (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Ecclesiastical Insurance Office plc (Authorised Insurer)

NOTES

- a Where the employer is a company to which regulation 3 (2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- b Specify applicable law as provided for in regulation 4 (6) of the Regulations.
- c See regulation 3 (1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply.
Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

IMPORTANT NOTICE

Under the terms of the Employers' Liability (Compulsory Insurance) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.



Upholding information rights

Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
T. 0303 123 1113 F. 01625 524510
www.ico.org.uk

Certificate

Organisation Name:

Beaudesert And Henley-In-Arden Joint Parish Council

Reference number:

Z5172251

Tier:

Tier 1

Start date:

17 January 2001

End date:

16 January 2021

This data controller states that it is a public authority under the Freedom of Information Act 2000 or a Scottish public authority under the Freedom of Information (Scotland) Act 2002

Data Protection Officer

DOCUMENT 1

GRASS CUTTING TENDERING SCHEDULE

BEAUDESERT & HENLEY IN ARDEN JOINT PARISH COUNCIL



179 HIGH STREET, HENLEY IN ARDEN, B95 5BA
Tel: 01564 637 607 clerk@henley-in-arden-pc.go.uk

GRASS CUTTING & GENERAL MAINTENANCE SCHEDULE 2020-2021

INVITATION TO TENDER

Beautesert & Henley in Arden Joint Parish Council ('the Council') hereby invites tenders for grass cutting and general maintenance in accordance with the Schedule following. Tenders should be submitted for all the works as set out under the 'Extent of Works' in the Contract. Contractors must provide a quotation **using the attached form**, and on the following basis:

1. Cost per cut and trim - to include collecting, removing, and disposing of grass cuttings and overgrown shrubbery from the areas in accordance with relevant and current legislation.
2. Prices should specify the price exclusive of VAT and any VAT applicable.
3. The total cost (as set out in the *Form of Tender* following).
4. Contractors should ensure that they are completely familiar with the nature and extent of the type of works described herein.
5. Any queries regarding the interpretation of any part of the Contract document should be addressed to the Parish Clerk by no later than three days before the closing date.
6. Contractors should note that the Council is not bound to accept the lowest tender and that the Council's decision is final.
7. The successful tender, together with the Council's written acceptance, shall form a binding agreement in the terms of the Contract document.
8. Return tenders by no later than 14 days from the date of this enquiry.
9. Offers should be addressed to the Clerk, HEADED 'Tender for Grass Cutting & General Maintenance', by email: clerk@henley-in-arden-pc.gov.uk.

EXTENT OF WORKS

The work will comprise of the cutting and strimming of grass and general maintenance on land within the joint parishes of Beaudesert & Henley, the Contractor will be responsible for carriage of equipment to site, insurance for all personnel employed by the Contractor, removal of all equipment from the site along with waste unless otherwise instructed by the Council.

NB: No quotation will be accepted unless accompanied by a signed declaration that the Contractor has inspected all areas of cultivation in the company of an Officer of the Council, prior to making an offer.

AREA	WORKS	TIMESCALE
ZONE A Jubilee Play Area & Chingley Bank MAP REFERENCE A	Works on designated area indicated left. Cut and strim grass on the main playing field; cutting and strimming around the play equipment, fencing and any other permanent fixtures and fittings on the plot. Cut back and tidy up any overgrown shrubbery from all pavements. Spray weed killer around the base of the fence posts and play equipment, using a proven and safe solution to safeguard children and pets.	Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum. Trees: Twice per annum. Edging and weeding: Twice per annum. Weed killer: Dependent on active period.
ZONE B Riverlands & Prince Harry Road MAP REFERENCE B	Cut and strim grass across the full extent of the area indicated left. Prune and shape the trees. Edge and weed pathways, remove any excess accumulated mud. Cut grass along the eastern and western river banking, ensuring wild plants are left undamaged. Cut and tidy margins of pond and remove debris from within the pond, check that viewing platform is free of debris and that lifebelt is on site. Prune and shape any surrounding shrubbery at the margin of the pond plot. Spray weed killer around the base of the fence posts and play equipment, using a proven and safe solution to safeguard children and pets.	Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum. Trees: Twice per annum. Edging and weeding: Twice per annum. Weed killer: Dependent on active period.

<p>ZONE C</p> <p>Riverside Gardens</p> <p>MAP REFERENCE C</p>	<p>Cut and strim grass across the full extent of the area indicated left, cutting and strimming around any fencing and any other permanent fixtures and fittings on the plot.</p>	<p>Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum.</p> <p>Edging and weeding: Twice per annum.</p> <p>Weed killer: Dependent on active period.</p>
<p>ZONE D</p> <p>Littleworth Field</p> <p>MAP REFERENCE D</p>	<p>Cut and strim grass across the full extent of the area indicated left. Prune and shape the trees. Edge and weed pathways, remove any excess accumulated mud. Edge and weed footpath.</p>	<p>Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum.</p> <p>Trees: Twice per annum.</p> <p>Edging and weeding: Twice per annum.</p> <p>Weed killer: Dependent on active period.</p>
<p>ZONE E</p> <p>School Road Footpath</p> <p>MAP REFERENCE E</p>	<p>Cut and strim grass across the full extent of the area indicated left. Cut shrubbery back from pathways. Edge and weed pathways, remove any excess accumulated mud. Edge and weed footpath.</p>	<p>Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum.</p> <p>Shrubs: Twice per annum.</p> <p>Edging and weeding: Twice per annum.</p> <p>Weed killer: Dependent on active period.</p>
<p>ZONE F</p> <p>Barley Close Footpath</p> <p>MAP REFERENCE F</p>	<p>Cut and strim grass across the full extent of the area indicated left. Cut shrubbery back from pathways. Edge and weed pathways, remove any excess accumulated mud. Edge and weed footpath.</p>	<p>Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum.</p> <p>Shrubs: Twice per annum.</p> <p>Edging and weeding: Twice per annum.</p> <p>Weed killer: Dependent on active period.</p>

<p>ZONE G</p> <p>Mayfield Drive Bank</p> <p>MAP REFERENCE G</p>	<p>Cut and strim grass across the full extent of the area indicated left. Cut shrubbery back from pathways. Edge and weed pathways, remove any excess accumulated mud. Edge and weed footpath</p>	<p>Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum.</p> <p>Shrubs: Twice per annum.</p> <p>Edging and weeding: Twice per annum.</p> <p>Weed killer: Dependent on active period.</p>
<p>ZONE H</p> <p>Power House – Station Road</p> <p>MAP REFERENCE H</p>	<p>Cut and strim grass across the full extent of the area indicated left.</p>	<p>Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum.</p>
<p>ZONE J</p> <p>Rose Avenue & Cherry Orchard</p> <p>MAP REFERENCE J</p>	<p>Cut and strim grass across the full extent of the area indicated left. Cut shrubbery back from pathways. Edge and weed pathways, remove any excess accumulated mud. Edge and weed footpath</p>	<p>Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum.</p> <p>Shrubs: Twice per annum.</p> <p>Edging and weeding: Twice per annum.</p> <p>Weed killer: Dependent on active period.</p>
<p>ZONE K</p> <p>Milking Lane Footpath</p> <p>MAP REFERENCE K</p>	<p>Cut shrubbery back from pathways. Edge and weed pathways, remove any excess accumulated mud. Edge and weed footpath</p>	<p>Shrubs: Twice per annum.</p> <p>Edging and weeding: Twice per annum.</p> <p>Weed killer: Dependent on active period.</p>
<p>ZONE L</p> <p>Medical Centre Car Park Banksides</p> <p>MAP REFERENCE L</p>	<p>Cut shrubbery back from car park. Edge and weed and remove any excess accumulated mud.</p>	<p>Shrubs: Twice per annum.</p> <p>Edging and weeding: Twice per annum.</p>

<p>ZONE M</p> <p>Warwick & Arden Road Junction</p> <p>MAP REFERENCE M</p>	<p>Cut and strim grass around boulders and verges</p>	<p>Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum. Edging and weeding: Twice per annum.</p>
<p>ZONE N</p> <p>Brook End Drive Triangle</p> <p>MAP REFERENCE N</p>	<p>Cut and strim grass across the full extent of the area indicated left. Pay attention to daffodil plots. Edge and weed and remove any excess accumulated mud.</p>	<p>Grass: Every two weeks between March to November (18 cuts in total) Finished height 40mm minimum. Edging and weeding: Twice per annum.</p>
<p>ZONE P</p> <p>Corner of Prince Harry & Warwick Roads.</p> <p>MAP REFERENCE P</p>	<p>Edge and weed and remove any excess accumulated mud</p>	<p>Edging and weeding: Twice per annum.</p>
<p>ZONE Q</p> <p>Corner of Meadow and Blackford Close Roads</p> <p>MAP REFERENCE Q</p>	<p>Edge and weed and remove any excess accumulated mud</p>	<p>Edging and weeding: Twice per annum.</p>
<p>ZONE R</p> <p>All town footpaths cleared of fallen leaves and litter, weeded, and edged, as necessary.</p>	<p>Edge and weed and remove any excess accumulated mud. Report lifted paving or irregular repairs by third party sub-contractors.</p>	<p>As required and dictated by regular surveillance.</p>

MAP OF HENLEY NUMBERED TO SHOW AREAS OF UPKEEP BY THE JPC



BEAUDESERT & HENLEY IN ARDEN JPC**QUOTATION AND DECLARATIONS – GRASS CUTTING SCHEDULE 20202-2021**

Please read the information and documents in this tender pack, complete each of the sections, and email your completed quotation to clerk@henley-in-arden-pc.gov.uk by [Date]

FORM OF TENDER

CONTACT DETAILS	
Name of organisation: CAPITALS	
Name of signatory authorised to sign contracts for this organisation.	
Signature:	
Contact telephone number	
Contact email address	
Address and postcode	
Registered office if different from above.	
Banking details for payment.	
DECLARATIONS	YES/NO
£5 million Public Liability Insurance Certificate please send copy	
Valid training certificate[s] of competency for use of power tools where needed [e.g.: Chainsaw, brush cutter etc.] and use of weed killers please send copies	
Permit to work on a highway, where needed [e.g.: National or Regional qualification for working on the Highway, CH8, NRASWA UNIT 2/10, NHSS 12D]	

All equipment complies with the Provision and Use of Work Equipment Regulations		
CONTRACT – GRASS CUTTING & OTHER RELEVANT MAINTENANCE OF THE DELEGATED AREAS WITHIN THE JOINT PARISHES OF BEAUDESERT & HENLEY – SEASON 2020-2021		
	Price per Zone [£]	VAT [If applicable]
ZONE A		
ZONE B		
ZONE C		
ZONE D		
ZONE E		
ZONE F		
ZONE G		
ZONE H		
ZONE J		
ZONE K		
ZONE L		
ZONE M		
ZONE N		
ZONE P		
TOTAL PRICES [ZONES A – P]		
State any variations opposite		

TERMS & CONDITIONS

INSURANCE

The Contractor is required to have professional insurance, and public liability insurance of at least £5million for Contracts. A current Certificate of Insurance to this effect must be produced to the Parish Clerk prior to commencement of the Contract. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship, or failure to notify the Council of any action likely to cause injury or damage to a third party.

HEALTH AND SAFETY

The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in the Contract.

PAYMENT TO THE CONTRACTOR

The Contractor will submit an account every two months in arrears throughout the cutting season for all works carried out. After receiving the Contractor's invoice, this will be raised at the subsequent Council meeting and, upon confirmation that the agreed cutting schedule has been complied with and the works have been carried out to a good standard, the Council will pay the Contractor by bank transfer.

DURATION OF CONTRACT

The duration of the Contract will be from March 2019 to November 2019. There will be no opportunity to alter the rates tendered during this Contract period. At the conclusion of this Contract, the Contract may be renewed, provided that the parties to the Contract are in agreement with any amended terms.

TERMINATION OF CONTRACT

Either party may, without reason, terminate the Contract, in writing, giving one months' notice.

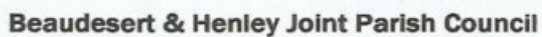
Approved at JPC Parish Council Meeting Date:

Signed: Clerk

Signed Chair

Date:

END OF SCHEDULE



Date: 21.02.2020
PO Number: 2020-PO-1001

Supplier Ref:
EQ70029730

PURCHASE ORDER

Authorised by the Clerk to the JPC
Subject to JPC Terms & Conditions 2020 copy on request

DOCUMENT 3

INVOICE FORM



Beautesert & Henley Joint Parish Council

150 High Street Henley in Arden Warwickshire B95
Working for the benefit of the Residents of Henley

Date:
Invoice Number: 2020-SI-1034

Payee

INVOICE

Payment Method	SUB-COMMITTEE		GOODS or SERVICES		
Bank Transfer/Cheque	Town Welfare		Allotment Rent		
Qty	Item	Description	Unit Price	Discount	Line Total
2	A	Rental charges for PLOT N26& N27 allotment	£20.00	£0.00	£40.00

Water, there are numerous plots where rainwater is not being collected and saved. We may look to charge additional rent to the plots who do not store their own water to cover the costs of our water rates.

On the North side plots, too many plot holders have been dumping weeds and rubbish in the tree area at the far end of the allotments. This has resulted in huge piles and a lot of soil has been wasted. You can compost all suitable waste and have a small bonfire on your plot to get rid of non-compostable weeds. We reserve the right to revoke tenancies to people who do not adhere to this request.

We have several plots which have been unattended for months at a time. Please let us know if you are going to be away for any significant length of time, ie illness, holidays etc.

A few tenants are leaving the main entrance locks hanging on the gate. This has resulted in thefts of several locks. Please lock the main locks onto the gate or adjoining fencing to prevent this happening in the future.

Our thoughts and condolences go to the families of Rosemary Booker and Dennis Cox, plot holders who have recently passed away. They will both be greatly missed.

YOU CAN PAY BY CHEQUE OR BANK TRANSFER - SEE BELOW

[Signature]

This SALES INVOICE is raised by the Parish Clerk Beautesert & Henley JPC
All correspondence and cheques should be forwarded to
Whitehouse Cottage, 179 High Street, Henley in Arden, Warwickshire B95 5BA
Tel: 01544 437 407 email clerk@henley-in-arden-pc.gov.uk

Payments by bank transfer - please pay Beautesert & Henley in Arden Joint Parish Council,
Account number 00335801, Sort code 30-98-26, state your plot number as reference. Many thanks.

TOTAL [ex VAT]	£40.00
VAT	£0.00
Other Chary Charges	£0.00
Total	£40.00

Authorised by the Clerk to the JPC

Subject to JPC Terms & Conditions 2020 - available on request

This Handbook will be published each year in October, during this Council's tenure. In times of significant changes in the law, codicils will be issued and displayed on the JPC website in readiness for adoption as each new Handbook is released.



YOUR HENLEY - YOUR JPC



Published by the
Beaudesert & Henley In Arden Joint Parish Council