

MELBOURN PARISH COUNCIL

(District of South Cambridgeshire)

A meeting of this Council was held on Monday 27 November at 7.30pm in the Austen Room of the Community Hub, 30 High Street, Melbourn, Cambridgeshire SG8 6DZ

Members of the public are reminded that copies of reports and supporting documentation for agenda items can be obtained from the Parish Council website or on request to the Clerk

Present: Cllrs Alexander, Barnes, Clark (Chair), Cowley, Davey, Hart, Kilmurray, Travis

Absent: Cllr Campbell

In attendance: Abi Williams & Alex Coxall (Parish Clerks), 2 members of the public

PARISH COUNCIL MEETING: MINUTES

Meeting started 19.30

PC125/23 To receive and approve apologies for absence

It was RESOLVED to accept apologies from Cllrs Wilson and Kanagarathnam.

Proposed by Cllr Kilmurray, seconded by Cllr Cowley. All in favour.

Apologies noted from County Councillor van de Ven.

PC126/23 To receive any Declarations of Interest and Dispensations

Members are reminded that they are required to ensure their Declaration is updated within 28 days of any change in circumstances.

a) To receive declarations of interest from councillors on items on the agenda.

b) To receive written requests for dispensations for disclosable pecuniary interests (if any).

c) To grant any requests for dispensation as appropriate.

Declaration of interests were made by Cllrs Travis and Kilmurray in item PC134/23f – dispensation was granted to stay for the discussion but not to vote.

Declaration of interest was made by Cllr Cowley in item PC138/23a – dispensation was granted to stay for the discussion but not to vote.

Non pecuniary declaration of interest was made by Cllr Kilmurray on item PC138/23a – dispensation was granted to stay for the discussion and to vote.

PC127/23 Public Participation: (For up to 15 minutes members of the public may contribute their views and comments and questions to the Parish Council – 3 minutes per item). Written responses to questions raised will be made by the Parish Office within 14 days of the date of this meeting.

Two members of public were present.

Individual wanted to add recorded objections to item PC132/23a, correspondence re the CALA Homes development. Objections were listed as:

- The development is for less than 200 houses and so does not require specific infrastructure
- The development will result in a considerable number of children attending Melbourn Schools. Extra class rooms will be needed.
- There is no provision for on site facilities such as a social centre / shop / mobile library attendance. It is a long walk to the centre of the village.
- There needs to be a specific statement that the developer has responsibility for any extra sewage facilities needed. This situation arose with 199 houses off New Road and was covered by the inquiry conditions.
- Is there enough water available without further depleting the aquifers that feed the River Mel.
- I believe the site falls outside the Village Plan and is not in the South Cambs Plan.

Objections are noted and will be recorded for future use.

Two members of the public left the meeting 19.36

PC128/23 To approve the minutes of the Parish Council meeting on 23 October 2023

It was RESOLVED to approve the minutes of the Parish Council meeting held on 23 October 2023 as an accurate record.

Proposed by Cllr Travis, seconded by Cllr Barnes. All in favour.

PC129/23 To report back on the minutes of the Parish Council meeting on 23 October 2023

Nothing to report.

PC130/23 Chair's Announcements

- a) To note the village Christmas tree will be installed on Friday 1 December 2023.

It was noted.

Signed..... Date.....

PC131/23 To receive reports from the District and County Cllrs for Melbourn

Cllr Hart drew attention to the new Civil Parking Enforcement (CPE) powers in South Cambridgeshire that will be given to Cambridgeshire County Council following a decision by Parliament. Highlighting the need to communicate to residents and road users when these changes come to force on 19 December. ACTION: Communicate with local businesses and residents from early December. *A copy of the report can be found in the supporting documents to the minutes on the website.*

PC132/23 Correspondence

- a) To note email from resident re objection to CALA Homes development after public consultation.

It was noted. Thanks were expressed for the comprehensive work that had gone in to the correspondence.

- b) To note correspondence from Cambridge County Council re the modifications to the speed cushion on New Road.

It was noted. Clerk added that complaints had been received that the speed cushion is not square in the road and causing potential safety issues. ACTION: Office to contact Highways with concerns.

PC133/23 Email Decisions

- a) To note payment of Grinnel Hill insurance premium.

It was noted.

PC134/23 Finance Matters

- a) To receive and consider the finance reports for October 2023.

The report was noted.

It was noted that the S137 and S106 reporting is confusing. ACTION: Office to work with RFO on new reporting method.

- b) To consider approval of increased total cost for Little Hands drainage work to be taken from asset reserves – estimate for asbestos removal and additional works was £1,145.56 short due to additional weight of asbestos in tonnes being measured at weighbridge after collection.

Previously approved total £17,475.89 - total costs **£18,621.45**

It was RESOLVED to approve the increased total from RG Carter due to weight of removed asbestos being greater than estimated. Payment of £18,621.45 + VAT to be paid from asset reserve.

Proposed by Cllr Travis, seconded by Cllr Davey. All in favour.

- c) To consider approving upgrade to office IT infrastructure as recommended by the Finance & Good Governance Committee FG030/23.

It was RESOLVED to approve the upgrade to office IT infrastructure as quoted. Funds to be taken from general reserves.

Proposed by Cllr Hart, seconded by Cllr Alexander. All in favour.

- d) To note South Cambs notification of consultation and precept dates as 12 December 2023 and 31 January 2024.

Dates were noted.

- e) To consider business case for new finance system.

Consideration was given, agreement in principle was indicated. ACTION: RFO and Office to compile a definitive quote for installation and use of new system to be presented to Finance & Good Governance at the meeting scheduled for 18 December 2023 for consideration to be added to the precept for next year.

- f) To consider approving invoices relating to PCN at the Hub.

It was RESOLVED to approve invoice 1699 relating to Healthcare at The Hub for £837.50.

Proposed by Cllr Davey, seconded by Cllr Barnes.

In favour: Cllrs Alexander, Barnes, Clark, Cowley, Davey, Hart

Abstain: Cllr Kilmurray, Travis

It was RESOLVED to approve invoice 1700 relating to PCN at The Hub for £2100.00.

Proposed by Cllr Davey, seconded by Cllr Barnes.

In favour: Cllrs Alexander, Barnes, Clark, Cowley, Davey, Hart

Abstain: Cllr Kilmurray, Travis

- g) To consider approving approvals lists for November 2023.

It was RESOLVED to approve the approvals list for November 2023.

Proposed by Cllr Hart, seconded by Cllr Kilmurray. All in favour.

- h) To receive updates and consider actions

None received.

Signed..... Date.....

PC135/23 Bank reconciliations

- a) To note bank reconciliations for October 2023.
Cllr Davey to review.

PC136/23 Governance:

- a) To note response from Old Rec user agreement and consider reduction of fees.
It was noted.
- b) To note confirmation that vacancy notice has expired and no request for election was received.
It was noted.
- c) To receive updates and consider actions
None received.

PC137/23 Maintenance Matters:

- a) To consider approving quote for works to Worcester Way tree line – as recommended by Maintenance Committee MA067/23a)
It was RESOLVED to approved the works for Worcester Way tree line as recommended by the Maintenance Committee for £1250.00.
Proposed by Cllr Cowley, seconded by Cllr Kilmurray. All in favour.
- b) To consider approving quote for works to Clear Crescent play park by Wickstead.
It was RESOLVED to approve the quote for works to Clear Crescent park at the cost of £3443.40 to be funded from general reserves.
Proposed by Cllr Cowley, seconded by Cllr Davey. All in favour.
- c) To receive updates and consider actions
The destruction of the multigenerational swing at The Moor park was noted. ACTION: Office to proceed with sourcing alternatives and write to MVC re misuse of the area.

PC138/23 Planning Matters

- a) To consider the updated request from 1st Orwell Scout Group to support the building of a new storage unit on the Old Rec. Update to item PC108/23a) 23 October 2023.
It was RESOLVED to support the project in principle with the condition that any final decision would be made when materials, drawings etc had been finalised and subject to any comments by 3rd parties.
Proposed by Cllr Hart, seconded by Cllr Travis.
In favour: Cllrs Alexander, Barnes, Clark, Davey, Hart, Kilmurray, Travis.
Abstain: Cllr Cowley.
- b) To discuss and consider actions to responses from lawyer to TP1 queries for SGB land off New Road (Hopkins Homes).
It was RESOLVED to attempt to have the restrictive covenant regarding the ability for Peterhouse Cambridge to acquire back a parcel of land for access purposes removed. In the event that Peterhouse Cambridge refuse to remove the covenant MPC would still acquire the land on behalf of the village.
Proposed by Cllr Kilmurray, seconded by Cllr Barnes. All in favour.
- c) To receive updates and consider actions
None received.

PC139/23 Community Hub

- a) To receive updates and consider actions.
It was noted that the Turn on to Christmas event was taking place on Saturday 9 December.

PC140/23 Health, Safety, accessibility, and Wellbeing

- a) To receive updates and consider actions.
None received.

PC141/23 Melbourn Timebank

- a) To receive the Timebank's monthly report for November.
The report was noted.
- b) To receive any updates and consider actions.
None received.

PC142/23 To receive an update from the MAYD Joint Committee

- a) To note the Connections Bus Newsletter.
It was noted.

PC143/23 To receive an update from the Futures Working Party Committee

- a) To note update from the Chair.

It was noted that a meeting would be arranged with regard to LHI plans, gateways and the Melbourn Map.

PC144/23 HR Matters

- a) To note office closure on Friday 8 December 2023 to allow Clerks to attend SLCC Branch Meeting.
It was noted.
- b) To note office closure from 25 December 2023 until Tuesday 2 January 2024 inclusive.
It was noted.
- c) To consider accepting NALC pay scale increase for year 2023/2024 as published 6 November 2023.
It was RESOLVED to accept the NALC pay scale increase for year 2323/2024 as published.
Proposed by Cllr Cowley, seconded by Cllr Kilmurray. All in favour.
- d) To receive updates and consider actions.
None received.

PC145/23 Policies

- a) To consider approving the Financial Risk Assessment
It was noted that the calculation should be stated as 6 (High).
It was RESOLVED to approve the changes to the Financial Risk Assessment including the change as above.
Proposed by Cllr Hart, seconded by Cllr Alexander. All in favour.
- b) To consider approving the F&GG TOR
It was RESOLVED to approve the changes to the F&GG TOR.
Proposed by Cllr Barnes, seconded by Cllr Cowley. All in favour.
- c) To consider approving the Financial Regulations
Deferred. Cllr Travis highlighted the need for the Financial Regulations to be inline with the new Hub Financial Controls Policy. ACTION: Office to publish Hub Financial Controls Policy as approved at EPCM 10a) 9 August 2023 and ensure changes in Financial Regulations are in line with policy. To be brought back to full council for review.

PC146/23 To note the dates of the next meetings

Monday 4 December – Community Benefit Grants Applications
Monday 15 January 2024 – Full Council

The date of the next Parish Council Meeting (Community Benefit Grant Applications) was noted as 4 December 2023, and the next Parish Council Meeting was noted as 15 January 2023.

Meeting ended 21.14

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Members of the public are reminded that copies of reports and supporting documentation for agenda items can be obtained from the Parish Council website or on request to the Clerk

Present: Cllrs Alexander, Barnes, Clark (Chair), Davey, Kanagarathnam, Travis, Wilson

Absent:

In attendance: Abi Williams & Alex Coxall (Parish Clerks), 2 members of the public

PARISH COUNCIL MEETING: MINUTES

Meeting started at 19.30

PC101/23 To receive and approve apologies for absence

It was RESOLVED to accept apologies from Cllrs Hart, Kilmurray, Cowley and Campbell.
Proposed by Cllr Travis, seconded by Cllr Barnes. All in favour.
Apologies noted from District Councillor Hales and County Councillor van de Ven.

PC102/23 To receive any Declarations of Interest and Dispensations

Members are reminded that they are required to ensure their Declaration is updated within 28 days of any change in circumstances.

- To receive declarations of interest from councillors on items on the agenda.
- To receive written requests for dispensations for disclosable pecuniary interests (if any).
- To grant any requests for dispensation as appropriate.

Declarations of interest were made by Cllr Travis for item PC110/23c.

Declarations of interest were made by Cllr Alexander for items PC115/23b & c.

Dispensations were granted to stay for the discussion but not to vote.

PC103/23 Public Participation: (For up to 15 minutes members of the public may contribute their views and comments and questions to the Parish Council – 3 minutes per item). Written responses to questions raised will be made by the Parish Office within 14 days of the date of this meeting.

Two members of public were in attendance.

Participant A

- Request that evidence for the need and desire for a Skate Park be presented before spend is committed.
- Noted concern within the village for Skate Park project with regard to both spend, location and suitability.
- Noted Hopkins Homes had proposed improvements to the pathways along New Road to Orchard Road junction that have not materialised.

Participant B

- Noted that all major spend should have full public consultation.
- Noted concern within the village for Skate Park project with regard to both spend, location and suitability.
- Raised concerns over the Cambridgeshire County Council policy to stop weed killing. Noted that parishioners are confined to their homes due to the impact weeds are having on pathways and highways across the village. Requested to understand the Parish Council stance on the policy.

ACTION: no formal written response requested but Melbourn Parish Council to continue to update on Skate Park Working Committee and to investigate best course of action re County weed killing policy.

Members of public left meeting at 19:52

PC104/23 To approve the minutes of the Parish Council meeting on 27 September 2023

Noted correction to PC098/23b from \$ to £.

It was RESOLVED, pending the correction stated above, to approve the minutes of the Parish Council meeting held on 27 September 2023 as an accurate record.

PC105/23 To report back on the minutes of the Parish Council meeting on 27 September 2023

Nothing to report.

PC106/23 Chair's Announcements

Noted that the Chair would now request volunteers for releasing payments to ensure it is done in a timely manner.

Signed:..... Date:.....

PC107/23 To receive reports from the District and County Cllrs for Melbourn

The report was noted. *A copy of the report can be found in the supporting documents attached to the minutes on the website.*

PC108/23 Correspondence

- a) To consider request for Scouts to build a new storage unit on the Old Rec. The new unit would occupy the same concrete base that was historically the base for the old scout hut.
The request was noted. ACTION: Office to respond requesting further information about size, material, placement, ownership and use to enable the Parish Council to make an informed decision at a later date.
- b) To note correspondence re the Melbourn Greenway project received from Greater Cambridge Partnership.
It was noted.
- c) To note Cllr Barleys resignation.
It was noted.
- d) To consider offer from UKNA and the Commonwealth War Graves Commission to enquire if the Parish Council would be interested in having a sign at Orchard Road Cemetery to let the public know there are war graves situated there.
It was RESOLVED to progress with considering the offer to highlight Commonwealth War Graves in Orchard Road Cemetery. ACTION: Office to contact Commission and progress.
Proposed by Cllr Wilson, seconded by Cllr Davey. All in favour.
- e) To note request to revive the A10 Joint Parish Council Working Party from Foxton Parish Council.
The request was noted. ACTION: Office to respond requesting more information about agendas, topics of works and investment needed.

PC109/23 Email Decisions

- a) To note email decision to approve spend of £1,275 +VAT to complete compliance upgrade to Hub doors.
It was noted.

PC110/23 Finance Matters

- a) To receive and consider the finance reports for September 2023.
The report was noted.
- b) To consider approving approvals lists for October 2023.
It was RESOLVED to approve the approvals list for October 2023.
Proposed by Cllr Travis, seconded by Cllr Barnes. All in favour.
- c) To consider approving invoices relating to PCN at the Hub.
It was RESOLVED to approve invoice 1693 relating to PCN at The Hub for £2340.00 and invoice 1694 relating to healthcare at The Hub for £415.04.
Proposed by Cllr Davey, seconded by Cllr Wilson.
In favour: Cllrs Alexander, Barnes, Clark, Davey, Kanagarathnam, Wilson.
Abstain: Cllr Travis.
- d) To receive updates and consider actions
None received.

PC111/23 Bank reconciliations

- a) To note bank reconciliations for September 2023.
Noted that reconciliations for August have been completed, September to be completed.

PC112/23 Governance:

- a) To approve additional Parish Council meeting for Community Benefit Grant Allocations on Monday 4th December, 7.30pm
It was RESOLVED to hold an additional Parish Council meeting for Community Benefit Grant Allocations to be held on Monday 4 December 2023.
Proposed by Cllr Barnes, seconded by Cllr Davey. All in favour.
- b) To note road closure during Remembrance Parade on Sunday 12 November.
It was noted.
- c) To consider approving agreement for Old Rec use for dog training.
It was RESOLVED to proceed with sharing the agreement for Old Rec use for dog training.
Proposed by Cllr Wilson, seconded by Cllr Travis. All in favour.
ACTION: Office to share agreement with proposed user and review in 6 months.

Signed:..... Date:.....

- d) To receive updates and consider actions
None received.

PC113/23 Maintenance Matters:

- a) To receive updates and consider actions
It was noted that a request for remedial works identified in the RoSPA report to Clear Crescent Play Park will be brought to the Parish Council.

PC114/23 Vandalism of shelter seating on the New Rec

- a) To consider actions in relation to the fire at the shelter seating on the New Rec.
It was agreed that the shelter would be removed from its current location. If another location can be identified the office would investigate the cost of refurbishing and resitting. Possible options are:
 - a) College
 - b) Primary schoolACTION: Office to contact options and progress.
In the event that there are no alternative options the shelter would still be dismantled and removed. As a result of repeated issues in the area and continued cost to the Parish Council.
Proposed by Cllr Wilson. Seconded by Cllr Barnes.
In favour: Cllrs Alexander, Barnes, Clark, Davey, Kanagarathnam, Wilson.
Abstain: Cllr Travis.

PC115/23 Planning Matters

- a) To note new determination date (*the date which the Planning Officer has set to make a determination on the application*) for Bruntwood Melbourn Science Park development application as 12 January 2024.
It was noted.
- b) To note confirmation that street traders are permitted to continue trading at The Black Horse whilst applications are determined by the District Council Licensing Panel.
It was noted.
- c) To note street trader consent licensing subcommittee to be held on Tuesday 24 October 2023.
It was noted that representation would be made by Melbourn Parish Council.
- d) To consider how Council would like to progress with the Melbourn Neighbourhood Plan.
ACTION: Office to investigate how much work had previously been done and talk to surrounding areas that have been through the full process and report back to Parish Council.
- e) To receive updates and consider actions
It was noted that Council is reviewing documents with regard to Hopkins Homes land transfers.

PC116/23 Community Hub

- a) To receive updates and consider actions.
It was noted that landscaping had taken place outside of The Hub.

PC117/23 Health, Safety, accessibility, and Wellbeing

- a) To receive updates and consider actions.
None received.

PC118/23 Melbourn Timebank

- a) To receive the Timebank's monthly report for October.
The report was noted.
- b) To consider the approval of Timebank expenses.
It was RESOLVED to approve the timebank expenses of £21.75.
Proposed by Cllr Wilson, seconded by Cllr Davey. All in favour.
- c) To receive any updates and consider actions.
None received.

PC119/23 To receive an update from the MAYD Joint Committee

It was noted that the MixMusic DJ Workshops and Connections Bus initiatives were both running and proving very popular.

PC120/23 To receive an update from the Skate Park Working Committee

- a) To note update from the Chair.
It was noted that a member of the public have approached the office to join the Skate Park Working Committee.
It was noted that alternative uses for funds should be investigated if public support is not found for the Skate Park.
ACTION: Office to arrange meeting in the new year.

Signed:..... Date:.....

PC121/23 To receive an update from the Futures Working Party Committee

- a) To note update from the Chair.

It was noted that a meeting will be arranged. Projects to include road markings.

PC122/23 HR Matters

- a) To receive updates and consider actions.

Cllr Travis provided an update from the HR Panel.

HR panel have liaised and met with both Clerks and agreed for them now to be referred to as Clerks. Contracts have been updated to reflect the change in title and increase in spinal column point (SCP) to reflect the change in role and added responsibilities. (The FO has confirmed this can be met from budget). This means both Clerks will have attained the same SCP as previous 2 Clerks once they have satisfactorily completed a 6 month probationary period for the new role and also gained ILCA and CiLCA qualifications.

PC123/23 Policies

- a) To receive updates and consider actions.

None received.

PC124/23 To note the date of the next meeting: 27 November 2023

The date of the next Parish Council Meeting was noted as 27 November 2023.

Meeting ended 20:59

Melbourn Parish Council November 2023 – District and County Councillor Report

17 Bus update – The Combined Authority has now formally accepted the officer recommendation to keep the number 17 bus funded for another year and has also recommended that ways of encouraging passenger uptake, including optimizing connections with the 26 bus serving Royston to Cambridge, should be pursued.

Melbourn Practical Solutions Group – At our most recent meeting, the aim of which is to bring organizations together for the benefit of supporting young people and community, we covered these items:

- Steps to create a volunteer group to be eyes and ears at the Wonderpass – our Community Rail Partnership officer will coordinate communication out to all those who indicated earlier that they would be interested
- Update on Connections bus (with thanks to MAYD) and liaison of County youth work with MVC
- Progress on possibility of creating an after-school art café
- Input from Melbourn Child and Family Centre with information on positive take-up of Stay and Play and Young Parenting course. The next PSG meeting will take place at the Child and Family Centre in February.

Civil Parking Enforcement – If Parliamentary approval goes forward at the end of November, South Cambridgeshire will see the beginning of new era in which certain types of parking enforcement are handled by a new Civil Parking Enforcement service. This would be funded for the first five years by the Greater Cambridge Partnership.

If approval is granted, there would be a settling in phase from mid-December, a 6-week period when Warning Notices are issued (no fine payable), then from 1 February 2024 Penalty Charge Notices issued where restrictions are in place (single and double yellow lines).

Civil Parking Enforcement Officers would not have powers to enforce all restrictions. Those enforcement responsibilities remaining with the police include obstructive parking, dangerous parking, footway parking where there are no restrictions in place, and parked in a cycle lane where there are no restrictions in place.

Mobile Assistance Teams: As reported last month, a new service is underway at Meldreth, Shepreth and Foxton stations, for anyone who may need mobility assistance embarking or disembarking. More detail now from our train operator GTRs:

Mobile assistance teams are in place to provide you with assistance at some of our accessible stations when they are unstaffed and there are train services scheduled to call there, including:

- *Assistance with getting on and off the train*
- *Assistance around the station and to the platform*
- *Assistance with luggage*
- *A guiding arm if you are blind or visually impaired*
- *Boarding and alighting with wheelchairs/powerchairs, scooters and mobility aids*
- *Assistance to and from connecting train services and onward transport such as bus, tram and taxi within the station area*

If you choose to book and your journey involves travelling to or from one of our stations served by a mobile assistance team, we will arrange this as part of your booking. If you chose not to book your assistance, then you can also arrange assistance upon arrival at the station by:

- *Pressing the “emergency & assisted travel” button on a station Help Point*
- *Calling our freephone number: 0808 168 1238 (only to be used for emergencies and immediate assisted travel support at the station)*
- *Texting us on 07970 511077*

Whether you chose to pre-book your assistance or prefer more flexibility, where possible we recommend arriving 20 minutes before your train’s scheduled departure time. This is so we can make sure arrangements are in place at your destination (or interchange) station such as the availability of staff and lifts.

Needless to say, Meldreth has step-free access only on the Cambridge-bound platform. When you book a journey to or from Meldreth Station, arrangements will be made for a lift from Shepreth or Royston Stations to cover the otherwise impossible leg of the journey.

Raising awareness of benefits entitlement: South Cambs District Council is making a big push to raise awareness of benefits entitlement. It’s estimated that around 25% of benefits go unclaimed. Here’s an easy-to-use on-line Benefits Calculator: <https://entitledto.co.uk>

Healthwatch Primary Care access survey - Healthwatch is running a survey asking for people’s experiences of accessing Cambridgeshire Primary Care services, such as GP services.

This survey, which will remain open until 17th December, is being conducted independently by Healthwatch Cambridgeshire and Peterborough with the support of NHS Cambridgeshire & Peterborough - who understand how important local access to health services are, and are keen to hear your experiences, feedback and thoughts on ways in which you currently access local GP services and how these could be improved.

Please note everyone is welcome to fill out the form, whether or not their surgery is registered in Cambridgeshire.

<https://www.healthwatchcambridgeshire.co.uk/form/primary-care-access-survey>

Free Christmas Holiday Scheme places: Children in receipt of income-related free school meals are eligible to attend a participating scheme for up to four days, with snack and lunch provided. Please visit the County Council webpage for details and eligibility criteria: www.cambridgeshire.gov.uk/haf and any questions can be sent to haf@cambridgeshire.gov.uk

Thank you to neighbouring District Councils: As has been in the news, SCDC is trialling a ‘Four-Day-Week.’ This means that while the council itself runs five-days per week and emergency out-of-hours, staff are adopting new more focused way of working, each covering the same workload as before but over a four-day period. Thus far the trial has seen staff recruitment and retention improved, money saved through less reliance on more expensive agency staff, sickness levels dropped, and greater productivity. The trial is set to run till the end of March.

Sadly, the trial has attracted what other councils across the political spectrum describe as bullying from central government. Minister Lee Rowley has repeatedly demanded the trial be stopped and

not responded to invitations to visit South Cambs to learn first-hand. He has now served a 'Best Value Notice' on the council, a tool designed to monitor underperforming councils which SCDC is not. SCDC has received strong support from other local authorities across the political spectrum, including all five Suffolk district councils and SCDC's partner in Shared Services. Cambridge City Council. More information can be found here: [Four-day working week trial - South Cambs District Council \(scambs.gov.uk\)](https://www.scambs.gov.uk/news/2017/04/20/four-day-working-week-trial-south-cambs-district-council)

parish clerk

From: [REDACTED]
Sent: 12 November 2023 15:44
To: parishclerk@melbournpc.co.uk
Subject: Objection to Cala Homes Proposal at Land off Water Lane, Melbourn.

Flag Status: Flagged

Dear Melbourn Parish Council,

I am writing to you as Melbourn resident living on Water Lane near the junction with Back Lane to strongly object to the Cala Homes proposal for 100no. residential houses on land off Water Lane, Melbourn. The public consultation for this proposal has been advertised on your website (link below). I attended the public consultation and continue to strongly object.

<https://melbournparishcouncil.gov.uk/events/cala-homes-consultation-7-november-2023-all-saints-community-hall/>

I am seeking the support of Melbourn Parish Council to both (1) support and (2) convey my objection to this proposed development.

I object to this development for the following reasons:

- **Access, traffic and air pollution**

The proposed access for the development is Water Lane. I strongly object to this strategy and I am deeply concerned because this will result in a significant increase in the number of vehicles utilising Water Lane, Back Lane and Beechwood Avenue. The Melbourn Parish Council website data hosts traffic count data for Beechwood Avenue. This shows that in 2020 the Average Daily Traffic (ADT) count was 1014 vehicles. The Line Transport "Transport and access appraisal" Technical Note dated 13 December 2021, uploaded to the Greater Cambridge Shared Planning Portal, supporting the proposed development states that the "proposed development could generate approximately 60 vehicle movements in the peak hours, with 500 vehicle movements (two-way) throughout the day".

Consolidating this estimated data, this document is suggesting 560 vehicle movements every day from the proposed development. Hypothetically, splitting the movements 50/50 between Back Lane and Beechwood Avenue, this becomes 280 movements per road. Using the 1014 ADT figure recorded for Beechwood Avenue, this is a 27.6% increase in traffic movements through Beechwood Avenue. The Beechwood Avenue data recorded an average gap between vehicles of 100.37 seconds, reducing this by nearly a third resulting in a vehicle every minute. The same applies for the proportion of Water Lane and Back Lane prior to the Saxon Way access of the light industrial area, via Back Lane.

As you are probably already aware, the Back Lane to / from Beechwood Avenue connection via Water Lane is frequently used as a 'rat run' and this principle will be compounded by the addition of 100 houses at the southern end of Water Lane.

Furthermore, all three roads: Beechwood Avenue, Water Lane and Back Lane are utilised by residents for on street car parking. Therefore, this increase of vehicle movements will be via single width of carriageway throughout this area leading to increased queueing and wait times. This on street parking is all 'downstream' from the proposed development, so if 60 vehicle movements are expected during peak times, this will likely result in queueing on Water Lane, Back Lane and Beechwood Avenue.

The Back Lane data recorded by the Melbourn Parish Council shows a higher ADT because the equipment was placed at the western end of Back Lane, i.e. capturing the movements of vehicles only entering and exiting the light industrial area, not proceeding all the way to Water Lane in the east. However, it is clear from the data that the speed limit (which was 30mph at the time, but has recently been decreased to 20mph in 2023) that the majority of drivers exceed the speed limit. The data shows that 73.38% of drivers exceeded the 30mph speed limit, with maximum speed limits recorded between 55mph up to and including 70mph! It is clear that there is no respect or consideration given to the speed limits and this proposed development will compound these problems.

With the increases in vehicle movements this will result in increased air pollution. According to the Friends of the Earth website, South Cambridgeshire air quality is already past the World Health Organisation health limits for NO₂, PM₁₀ and PM_{2.5} annual concentrations. Overall, increasing the number of vehicle movements by more than a third at the eastern end of Back Lane and Beechwood Avenue will result in a significant increase in air pollution to existing residents in these areas, which includes myself and my family. This is not acceptable and I am deeply concerned about this.

Whilst I object to the principle of the site - nevertheless there clearly are alternatives better located and more appropriately designed access options to the site. For example, notable recent residential developments in Melbourn are connected to New Road, e.g. in the south east of Melbourn. Another route could be via London Way (past Norburys). These two options divert the 560 daily vehicle movements onto larger roads, with capacity, no on-street parking, footways (e.g. Back Lane is frequently used for walking, but has no footway along the majority of the road thus pedestrians are unsafe) and clear connectivity to the wider strategic road network i.e. the A505 and the A10 respectively, thus with destinations including Royston, Cambridge, London, Stansted etc.

The Office for National Statistics data (for up to 2016, therefore likely to underestimate) outlines that over 43% of households have 1 car, and over 30% have 2 or more. With this access strategy, the number of vehicle movements and the number of vehicles in question, this proposal is essentially turning Melbourn Back Lane into a duplicate High Street.

Apportioning an access for 100 houses to Water Lane is unacceptable and I strongly object and particularly object to this strategy.

Links to the data quoted above:

<https://melbournparishcouncil.gov.uk/traffic-survey/> - Melbourn Parish Council Traffic Data.

<https://oc2.greatercambridgeplanning.org/form/40274> - Greater Cambridge Shared Planning Portal (see "Supporting evidence" tab).

<https://friendsoftheearth.uk/climate/air-pollution> - Friends of the Earth Air pollution map.

<https://www.greatercambridgeplanning.org/media/1659/melbourn-draft-conservation-area-appraisal-2021.pdf> - Greater Cambridge Shared Planning document (PDF)

<https://www.ons.gov.uk/peoplepopulationandcommunity/householdcharacteristics/homeinternetandsocialmediausage/bulletins/householdandresidentcharacteristicsenglandandwales/census2021> - Office for National Statistics - average number of people per household

- **Construction Traffic**

As a resident of Water Lane near the junction with Back Lane, I strongly object to the principle of construction traffic and equipment, including Heavy Goods Vehicles (HGVs), delivery trucks, earth movers, waste trucks, workers vans, vehicles, etc. passing by my house for several years while the proposed development is constructed. Given the connectivity between the A10, the shortest route through the village to Water Lane for larger vehicles, it is very likely that all construction traffic will pass by my house. This will be a significant number of vehicles every day for several years causing significant disruption to the quality of life for my family and I. The disruption will include noise, vibration of my house by HGVs, pollution, many vehicle movements and will rapidly deteriorate an already notably damaged Back Lane road surface. My driveway is connected to Back Lane and deterioration of the Back Lane road will directly affect wear and tear on my car and accessibility to/from my driveway and access into the wider Melbourn village and beyond.

Vehicular access via London Way (past Norburys) is already practicably feasible and currently utilised by farm vehicles. It is simply unacceptable that access is proposed to this site via Water Lane.

- **Loss of Public Right of Way**

The southern end of Water Lane is a public right of way that is regularly used by a significant number of Melbourn residents. Whilst the proposed development states that they seek to put forward an adopted portion of highway connecting into the development, they are not obligated to and may not pursue this. As a result of the development, this public right of way has the potential of being removed and access to green space rural views will be removed for many Melbourn residents.

- **Foul water drainage**

The foul water generated from this proposed development will drain to the village wastewater drainage network. In speaking with local residents, I understand that there is already foul water drainage flooding of human waste due to the recent residential developments connected off New Road. The construction of housing will lead to additional foul water flows and likely cause problems to the foul water drainage pipes in Water Lane and further into the centre of the village (i.e. via gravity where the lower ground lies). Currently, the foul water from the village drains (some of which is pumped) to the Melbourn Sewage Treatment Works (STW). The existing pumping stations in the village are already reportedly at capacity, so adding new flows will result in flooding. Furthermore, the Melbourn STW drains treated effluent to the Mel Brook which is a sensitive receptor. Currently, the STW already overflows into the watercourse. The River Trust data shows that in the year 2022, the Melbourn STW spilled 21 times for a total of 247 hours! If 100 houses are built, this will exacerbate the number of spills and the volume of raw sewage into our rivers and environment.

<https://therivertrust.org/sewage-map> - The River Trust, wastewater overflows - zoom and click to review Melbourn STW statistics.

https://www.meldrethhistory.org.uk/topics/the_river_mel-11/the_river_mel-9 - Meldreth History - River Mel

- **Surface water drainage**

During heavy rain, surface water regularly causes flooding of Water Lane and Back Lane, particularly at the junction between these two roads, and further to the north of Water Lane. Rainwater that does drain down Water Lane likely contributes to existing flooding issues in the village. The development of the houses at the top of Water Lane would be on the higher ground. I.e., above that of the other residents of Water Lane, Back Lane, Beechwood Avenue, the High Street, Chalk Barrow and Greengage Rise. This increase in impermeable area, where now there is only permeable chalk farmland, building on the land will result in an increase of rainwater flowing down Water Lane and exacerbating existing flooding issues in the village. Flooding is already a contentious issue within the village and this development will create additional problems - leading to more flooding of existing residents homes and property.

- **Existing lack of GP Surgery appointments**

Currently, the village GP surgery is overwhelmed with patients and constructing another 100 houses, the vast majority of whose residents will likely seek service from already oversubscribed and overwhelmed Orchard surgery will only lead to longer waiting times, more difficulty in getting an appointment and poorer service for all local residents. Currently, there is not enough support for the GP surgery to manage the demands at the moment. Increasing the number of patients will deteriorate the service for all.

Overall, I strongly object to these housing development proposals and seek support and representation from the Parish Council in this matter.

Look forward to hearing from you shortly.

Kind regards,



parish clerk

From: Daniel Nye <Daniel.Nye@cambridgeshire.gov.uk>
Sent: 24 October 2023 13:10
To: Susan van de Ven Cllr; parishclerk
Cc: Joshua Rutherford (he/him)
Subject: New Road Speed Cushion - Road Safety Audit Stage 3

Flag Status: Flagged

Dear Melbourn Parish

As you know we recently installed a Speed Cushion on New Road as part of the 20MPH Zone.

There were some concerns raised regarding the cushion and its dimensions and I have now had the Stage 3 Road Safety Audit returned to me.

The key comments made were.

- During the site visit the Audit Team observed overgrown vegetation partially masking the new terminal signs on both the northbound and southbound approach, for both the nearside and offside terminal signs.

And the recommendation was

- Vegetation cut back/removal is undertaken and added to the maintenance schedule, to ensure the required forward visibility to the signs is achieved at all times.

I will arrange for the vegetation to be cut back and I will also arrange for the older directional bollards on the island to be removed and reduce the clutter.

We will continue to monitor the area for any problems that may arise.

I hope you are happy that the cushion has been installed correctly and to safety guidelines, please do not hesitate to contact me should you have any questions.

Yours sincerely,

Daniel Nye
Assistant Project Manager (Interim),
Design & Delivery
Project Delivery

M: 07950 233219



Cambridgeshire
County Council

Place and Sustainability|Cambridgeshire County Council

New Shire Hall, Emery Crescent, Huntingdon PE28 4YE

0345 045 5212

www.cambridgeshire.gov.uk

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parish clerk

From: parish clerk <parishclerk@melbournparishcouncil.gov.uk>
Sent: 06 November 2023 13:25
To: councillors@melbournparishcouncil.gov.uk
Cc: RFO Gov
Subject: RESPONSE REQUIRED: Email decision - Grinnel Hill Insurance renewal
Attachments: Grinnel Hill Insurance - November 2023_Redacted.pdf

Thank you to all that responded to the email, six councillors replied in support, please note the resolution below:

It was RESOLVED to approve payment of £2,094.20 to renew Grinnel Hill insurance premium.

Many thanks for your attention.

Abi

Dear Councillors,

Grinnel Hill Insurance renewal – from precepted funds

Grinnel Hill have provided their insurance renewal details (due for payment 3 November 2023) at a cost of **£2,094.20**. Details attached.

Costs are included in precept under 'Finance and General Purpose / Grants Payable'.

This is an annual spend and payment is urgently requested though email consent, please indicate your response:

To consider the payment of £2,094.20 to renewal Grinnel Hill insurance premiums as required.

Many thanks

Abi & Alex

Abi Williams & Alex Coxall
Parish Clerk

Melbourn Parish Council
Melbourn Community Hub
30 High Street
Melbourn
Cambridgeshire
SG8 6DZ

Tel: 01763 263303 (option 3)
parishclerk@melbournparishcouncil.gov.uk
melbournparishcouncil.gov.uk

The Parish Office opening hours are 10am – 1pm / 2pm – 3pm Monday to Friday

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By Contacting Melbourn Parish Council you agree that your contact details may be held and processed for the purpose of corresponding.

You may request access to the information we hold on you: parishclerk@melbournparishcouncil.gov.uk

You may request to be removed as a contact at any time: parishclerk@melbournparishcouncil.gov.uk

To view Melbourn Parish Council's Privacy Notice please [click here](#)

Mark Hayman Insurance Services Ltd

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Newton Abbot
Devon TQ12 1FJ

Office: 01626 - 363376
Mobile: 07855 - 954092

mark@haymaninsurance.co.uk
www.haymaninsurance.co.uk
@haymaninsurance

RELIABLE AND PERSONAL

Date: **13 October 2023**
Invoice ref: **527743345**
Client Ref: **38126887**
Insured: **Grinnel Hill BMX**
Appointed Representative: **Mark Hayman Insurance**
Insurer Pol No.: **PLON99/ 0096882**

Invoice

			Amounts (£)	Total (£)
Public Liability	Sportscover Europe Limited	Premium	1,785.00	2,094.20
	Policy Number: PLON99/ 0096882	Insurance Premium Tax (IPT)	214.20	
	Policy Term: 17/10/23 - 16/10/24	Processing Fee	10.00	
		Insurer Fee	35.00	
		Broker Fee	50.00	
TOTAL				2,094.20

Payment of this invoice is due by 3rd November 2023.

Payment Instruction

Our preferred method of payment is by BACS transfer, with our bank details being as follows: **TEn Insurance Services Limited, Sort Code 40-05-30, Account Number 54587499. Please use 527743345 as your payment reference.**

Payment can also be made by cheque. Without exception, all cheques MUST be made payable to TEn Insurance Services Ltd and, **in the interests of efficiency, posted to TEn Insurance Services Ltd, Hanover House, 30-32 Charlotte Street, Manchester, M1 4FD.**

It is imperative that full payment is received within the credit terms stated.

Please ignore the above if you have already arranged to pay the premium by a premium finance arrangement.

Please note, any payment made directly to an Appointed Representative cannot be deemed to have been received by TEn.


A member of the British Insurance Brokers Association

Mark Hayman Insurance Services Ltd. is registered in the United Kingdom. Company Registration No. 05660297

Mark Hayman Insurance Services Ltd. is an appointed representative of TEn Insurance services which is authorised and regulated by the Financial Conduct Authority

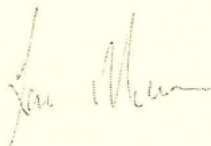
Certificate of Employer's Liability Insurance (a)

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	PAR-23-0000707
Name of Policy Holder	 Grinnel Hill BMX
Date of Inception	17/10/2023
Date of Expiry	16/10/2024

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 £5million(c); or
(b) ~~The cover provided under this policy relates to claims in excess of [£] but not exceeding [£].~~



Signed on behalf of

ALLIANZ GLOBAL CORPORATE & SPECIALTY

(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 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.

This document is sufficient evidence to your Principal of the existence of the above Insurance Arrangements.

Renewal Policy Schedule

Policy Number: PAR-23-0000707



General Information

The Insured	Grinnel Hill BMX
Correspondence Address	
Risk Address	LONDON WAY, MELBOURN, ROYSTON, HERTS, SG8 6BW, UNITED KINGDOM
Broker	Underwriter
Broker's Address	2ND FLOOR, 153 FENCHURCH STREET, LONDON, EC3M 6BL, UNITED KINGDOM
Business Description	BMX
Sports	BMX
Period of Insurance	From 17/10/2023 to 16/10/2024, both days inclusive.

Public and Products Liability & Professional Indemnity

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT002257210W.

Public and Products Liability Limit of £5,000,000 any one Occurrence, but limited to £5,000,000 in the aggregate in respect of Products Liability Indemnity

Professional Indemnity Limit of £1,000,000 any one Claims, but limited to £1,000,000 in the aggregate.

Excess £250

Territorial Limits United Kingdom

Jurisdiction United Kingdom

Retroactive Date 17/10/2020

Participants per Sessions 100

Number of Sessions per Week 4

Length of Sessions 1

Employer's Liability

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT002257210W.

Limit of Indemnity £10,000,000 any one Occurrence.

Excess £Nil

Territorial Limits United Kingdom

Description Wageroll

Number Of Volunteers 1-10

Conditions and/or Endorsements

COACHING CONDITION

In respect of sports coaching; all coaches must be suitably qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such a formal qualification does not exist, coaches must possess a minimum of three years' practical coaching experience for the sport in question.

COACHING - BASIS OF COVER CONDITION

This insurance is based upon the details declared by The Insured in the written information supplied and provides cover for BMX coaching for up to a maximum of:

4 sessions per week, each session lasting no longer than 1 hours, with a maximum number of 100 members per session;

The Insured shall give immediate notice in writing should the details shown above be incorrect or require amending and agree to pay any such additional premium as may be required by the Company.

In the event of a claim made against the Insured and the number of sessions being greater than the number declared then the Insured shall be considered to be their own insurer for the difference and shall bear a rateable share of the claim accordingly

Premium Summary

Public and Products Liability & Professional Indemnity	£1,610.00
Employers' Liability	£175.00
Combined Net Premium	£1,785.00
IPT (12%)	£214.20
Administration Fee	£35.00
Combined Gross Premium	£2,034.20

Policy Statement Of Facts

Policy Number: PAR-23-0000707



Fair Presentation Of Risk

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Important Notice

This document is a record of the statements that you made when applying for this insurance either yourself or through your insurance advisor. The Insurers have used the information supplied to determine the terms of the insurance and the premium they require. It is important that you carefully check this document to ensure that the information provided is honest and to the best of your knowledge and belief, it is accurate, and you have made a fair presentation of the risk. If you don't, your Policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid. If you are in any doubt, you should speak to your insurance advisor. Should any of the information you have provided to us, and which is recorded on the Statement of Facts change during the period of insurance, you must tell us immediately. We may then amend the terms of this Policy and the premium charged.

What You Need To Do Next

Firstly, you should check this document and if any of the statements are incorrect, or if there are any other facts you feel should be disclosed under your requirement to make a fair presentation of the risk, you should advise your insurance advisor of the changes required. If there are changes to the information shown it may result in amendments to your terms or conditions, or refusal of cover. Failure to inform us could invalidate your policy or result in a claim being repudiated or not paid in full.

Secondly if all the information contained in this Statement of Facts is correct, then you should retain this document with your other Policy documents.

Key Facts

A Key Facts document should have been provided to you, if you have not received this document they are available upon request. If you wish to know more about the policy, a specimen of the policy wording is also available upon request.

Your Business Details

Client's Name	Grinnel Hill BMX
Client Classification	Retail
Company Legal Status	Sole Trader
Do you currently hold the business?	Yes
Is your client currently insured?	Yes
Insurance Company Name	Sportscover Europe Ltd
Sports	BMX
Client Correspondence Address	
Client Risk Address	LONDON WAY, MELBOURN, ROYSTON, HERTS, SG8 6BW, UNITED KINGDOM
Business Description (including activities undertaken)	BMX
Business Trading Duration	More than 3 years

Your Liability Details

Public and Products Liability & Professional Indemnity

Limit of Indemnity required?	£5,000,000
Public Liability Excess amount	£250
Jurisdiction	United Kingdom
Territorial Limit	United Kingdom
Retroactive Date	17/10/2020
Professional Indemnity coverage limit	£1,000,000
Professional Indemnity excess	£250
Cover Required	Coaching Risks
How many participants per session are there?	100
How many sessions per week do you undertake?	4
What is the Total length of all sessions (hours)?	1

Employers Liability

Limit of Indemnity required?	£10,000,000
Territorial Limit	United Kingdom
How many Volunteers do you have?	1-10

Insurance Consent

Have you, your Directors, Partners involved with the business or any other business ever :

Had a proposal for insurance declined, cancelled or refused?	No
Had any renewal refused?	No
Had any special terms or conditions imposed?	No
Been convicted or charged (but not tried) or been given an Office Policy Caution, in respect of any criminal offense?	No
Been the subject of any County Court Judgement or Sheriff Court Decrees?	No
Been declared bankrupt or insolvent or been disqualified from being a company director or been involved as owner Director or partner with any company which went into receivership, administration or liquidation?	No
Been a UK resident for the past 12 months?	Yes

Mark Hayman Insurance Services Ltd

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14 Hilltop Meadow
Newton Abbot
Devon TQ12 1FJ

Office: 01626 - 363376
Mobile: 07855 - 954092

mark@haymaninsurance.co.uk
www.haymaninsurance.co.uk
@haymaninsurance

RELIABLE AND PERSONAL

Grinnel Hill BMX

13th October 2023

Reference: 38126887

Dear Andrew,

Your Insurance Policy

Policy Type: **Public Liability**
Policy Number: **PLON99/0096882**
Insurer: **Sportscover Europe Limited**

Thank you for choosing Mark Hayman Insurance to arrange your Public Liability insurance policy. We are pleased to confirm that your cover will be incepted effective from 17th October 2023 with Sportscover Europe Limited at an annual amount of £2,094.20 inclusive of premium, tax, and fees and have pleasure in attaching your policy documentation.

Please ensure you check the documentation carefully to ensure it meets with your requirements. You should particularly refer to the terms, conditions and exclusions referred to therein. All documentation should be kept in a safe place.

There is a continuing obligation to notify us of any material change in risk or circumstances during the currency of the policy in order that we notify insurers and ensure the appropriate changes to the policy are made.

We trust you will find all in order. If you require any alterations or amendments, please do not hesitate to contact us.

Yours sincerely,



Mark Hayman
Director
Tel:01626 363 376
Mobile:07855 954 092
Email: mark@haymaninsurance.co.uk

A member of the British Insurance Brokers Association

Mark Hayman Insurance Services Ltd. is registered in the United Kingdom. Company Registration No. 05660297

Mark Hayman Insurance Services Ltd. is an appointed representative of TEn insurance services which is authorised and regulated by the Financial Conduct Authority

Your Insurance Quotation

Policy Holder: [REDACTED] **Grinnel Hill** **Renewal Date: 17th October 2023**
BMX

We have considered your needs based on the information available to us. These are outlined in the various attachments, including a "Demands and Needs" statement. If there are any material changes to your circumstances, please let us know immediately.

This year we recommend maintaining cover with your existing insurer Sportscover Europe Limited as they continue to meet your "Demands and Needs" at a competitive price.

Policy Type: **Public Liability**
Insurer Name: **Sportscover Europe Limited**

This Insurer has been selected on the basis of a fair analysis of the market using our available panel of Insurers.

You may ask for a list of the insurers with whom we deal with and/or select products.

Your Premium Summary

Annual Premium	£1,785.00
Insurance Premium Tax	£214.20
Processing Fee	£10.00
Admin Fee	£50.00
Insurer Fee	£35.00
Total Amount Payable	£2,094.20

The premium is quoted on the basis of an annual contract and is valid for 30 days from 13th October 2023. If your circumstances change within that period, you are still required to notify the Insurer, via us, in order that a revised quotation may be calculated. You may ask for a list of the Insurers we deal with and/or select products.

What to do next

Please read the attached documentation and either retain or complete where appropriate. If you agree that the details provided match your insurance requirements, please instruct us to renew your cover. Please act immediately to ensure continuation of cover.

Documents Enclosed

- ✓ Your "Demands and Needs" Statement – Please study this carefully to ensure it meets your needs. If there are any changes required, please let us know immediately.
- ✓ Our "Terms of Business Agreement" – As an appointed Representative of TEn Insurance Services Ltd and in accordance with the requirements and directives of the Financial Conduct Authority, we have included a copy of our Terms of Business Agreement for your information.

Demands and Needs Statement

Your Name: [REDACTED] **Grinnel Hill BMX**
Your Reference: **38126887/122692666**
Your Advisor: **Mark Hayman**
Date of Recommendation **13th October 2023**

General Information

To enable us to make a recommendation for your insurance requirements, we have obtained information about you, your insurance needs and your previous insurance policies. The information is either captured by proposal form, statement of fact or risk presentation.

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Any changes during the period of insurance that could affect cover offered should be advised as soon as possible. You should ensure we have understood your requirements and our recommendations meet your needs. If they differ, please contact us immediately.

We will act as your agent in sourcing a suitable policy, placing the insurance and in the event of a claim.

Demands and Needs Summary/Cover Requests

You have requested an insurance product to meet your needs. In particular you have highlighted the need to consider:

Client Needs
£5 million Public Liability for London Way, Melbourn, SG8 6DJ

Our Recommendation

This recommendation, in our opinion meets your demands and needs. We have selected the product and insurer representing the closest match to your requirements.

It provides a good and fair balance between price, cover, service delivery, claims handling record and security/reputation of the Insurer in meeting your needs. We have considered your demands and needs and are happy to select Sportscover Europe Limited as being suitable for your Public Liability insurance.

Basis of Recommendation
The above requirements that you have requested are covered within this policy that we have put in place and this is a competitive premium. All figures quoted above are limits of indemnity and sums insured and always please refer to your policy schedule supplied by your Insurance Company. Should there be any cause for concern or you feel the cover is not sufficient to cover your needs then please say immediately.

Significant or Unusual Exclusions and Limitations

The following endorsements have been discussed and agreed with you and you have confirmed that you are in a position to and do accept them.

Please refer to the specific terms, conditions and exclusions in the schedule at the end of this

letter for policy excesses and endorsements and contact me if you are unsure of any of the wordings or more importantly restrictions mentioned.

Significant or unusual exclusions are detailed in the policy summary attached/already sent. You should always refer to the policy documentation and summary of cover for details of endorsements, policy restrictions and excesses.

Whilst we have considered and matched your demands and needs and identified specific cover requests, you must always refer to the insurance schedule and policy documentation including the Key Facts Statement to ensure this represents your requirements. This will identify the basis of cover, key exclusions, excesses, and conditions associated with your policy.

Public Liability

POLICYHOLDER [REDACTED] Grinnel Hill BMX

INSURER Sportscover Europe Limited

POLICY NUMBER PLON99/0096882

PERIOD OF INSURANCE 17/10/2023 to 16/10/2024

Cover

Indemnity against legal liability for injury to third parties or loss of or damage to third party property arising out of the business.

Limits of Indemnity

Public Liability any one occurrence (£): 5,000,000

Excesses

£ 250

Excess

liability excess - £250.00

Main Exclusions

Communicable disease exclusion

This exclusion is applicable to the public and products liability section only.

It is understood and agreed that this policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a communicable disease or fear or threat of a communicable disease.

Communicable disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Conditions Precedent

Sub-contractors condition

All sub contractors engaged by you shall have in force and effect public liability insurance for third party bodily injury or damage to property with a minimum limit of indemnity of £5,000,000 throughout the duration of their contract with you.

You shall undertake to obtain and retain documentary evidence of the said insurances, prior to the commencement of any contract.

Coaching condition

In respect of sports coaching; all coaches must be suitable qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such formal qualification does not exist, coaches must possess a minimum of three years' practical coaching experience for the sport in question.

Terms of Business Agreement

V20220725

The following Terms of Business Agreement sets out the basis on which Mark Hayman Insurance will provide business services to you as a commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

Contact us:

Mark Hayman Insurance

Sconicca

14 Hilltop Meadow

Newton Abbot

Devon

TQ12 1FJ

T: 01626 363 376

E: mark@haymaninsurance.co.uk

About us

Mark Hayman Insurance is an appointed representative of TEn Insurance Services Ltd which is authorised and regulated by the Financial Conduct Authority. Their **Firm Registration Number is 446479**. We are permitted to arrange, advise on, deal as an agent of insurers and clients, assist in claims handling, in respect of non-investment insurance policies.

You can check these details online using the Financial Services Register at: -

<https://register.fca.org.uk/s/> or by contacting the FCA Consumer Helpline on 0800 111 6768.

We are also authorised by the FCA for credit broking when arranging insurance premium finance, through Close Premium Finance Limited.

Our scope of service

We offer a wide range of insurance products and have access to leading insurers in the market. When we arrange your insurance, we'll inform you of the nature of the service we provide. This will usually be one of the following: -

- (a) a personal recommendation to buy the policy, based on a fair and personal analysis of the market.
- (b) a personal recommendation to buy a policy we select from one or more insurance undertakings (not based on a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings.
- (c) information about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings.
- (d) advice only, with or without a personal recommendation

We generally act on your behalf in arranging your insurance, but we'll make clear at the outset whether we are acting for you or, for the insurer, in a specific circumstance.

Your duty of disclosure

Consumers

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate.

If you deliberately or carelessly misinform the insurers, this could mean that part of or all a claim may not be paid.

Non-consumer customers

Where we arrange insurance wholly or mainly for purposes related to your trade, business, or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know.

Alternatively, you must disclose enough information which would put the insurer on notice that they need to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

How to cancel

Please contact us immediately if you wish to cancel any insurance policy, we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer).

Please refer to your policy summary or your policy document for further details. If you cancel within this initial cancellation period (where this applies) you will receive a proportionate refund of premium from the insurer.

However, insurers are entitled to make an administrative charge. In addition, we may also charge an amount which reflects the administrative costs of arranging and cancelling the policy.

If you choose to cancel other than within the initial cancellation period, you may not receive a pro-rata return of premium, depending upon the practice of the insurer. Your policy wording will state the return premium that will be granted.

Upon cancellation of the policy, all fees charged by us or third parties for inception, renewal or mid-term adjustments remain payable in full, if not already paid.

All commission earned by us prior to cancellation of the policy is retained.

Details of all the amounts we charge will have been provided to you before you agreed to accept the policy or at the time you cancel the policy.

Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully which can be found at our website at www.privacy-notice.co.uk and contact us immediately if you have any queries.

Where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and on-going performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent, or trade your data under any circumstances.

All the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

If we have asked you for driving licence numbers when arranging motor insurance, we will also have obtained your explicit consent to their use.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim please contact us.

Fees and charges

We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed in advance of them becoming due.

If you pay your premium by instalments, we shall inform you of any additional fees, charges, or interest as part of your credit arrangements.

Our earnings

In return for placing business with insurers or underwriters or other product providers, we receive a commission from them which is a percentage of the annual premium that you are charged.

When we sell you a policy the insurer pays us a percentage commission from the total premium that you are charged with. If the type of policy we sell reaches specific profit targets, the insurer may also pay us an additional bonus. In some cases we do not receive any commission and will charge a fee for the services provided.

You are entitled, at any time, to request information regarding any commission which we may have received because of placing your insurance business or arranging premium finance.

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

Block transfers

In respect of some classes of insurance, we may operate block insurance arrangements to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers.

On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

Protecting your money

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we generally hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer.

If we are not acting as an agent of the insurer when we receive your premium, we shall hold it as client money in trust for you within a client bank account with an approved bank. Our client bank account(s) may contain other clients' money and money we hold as an agent of insurers. In line with strict FCA rules, our client bank account(s) is/are rigorously monitored to segregate and safeguard client money. We reserve the right to retain interest earned on our client bank accounts.

We are permitted to advance credit to other customers from monies we hold in a non-statutory trust client bank account. A copy of the trust deed under which our non-statutory client bank account has been established is available on request. You must notify us if you do not wish your money to be handled in this way.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

By accepting this Terms of Business Agreement, you are giving us your consent to treat your money in this way. Please notify us immediately if you have any objection or query.

Complaints

It is our intention to provide a high level of service. However, if you have reason to make a complaint about our service you should contact us immediately using the contact details on the first page above, or the contact details at our Principal Firm, Ten Insurance Services Ltd.

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 or online and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service, your legal rights will not be affected.

We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

Compensation arrangements

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising, and arranging is covered for 100% of the claim, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on: -

0800 678 1100 or 020 7741 4100 or by visiting <https://register.fca.org.uk/s/>

Money laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Adequacy of insurance values

It is the responsibility of the policyholder to ensure that all sums insured, and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits, we cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable. Under-insurance in the event of a loss may lead to the claim not being met fully.

Conflicts of interest/Customers best interests

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly, and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties.

Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary.

Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Financial Budget Comparison

Comparison between 01/04/23 and 31/10/23 inclusive. Includes due and unpaid transactions. Includes commitments.
Excludes transactions with an invoice date prior to 01/04/23

		2023/24 Budget	Reserve Movements	Actual Net	Balance
INCOME					
Conservation					
100	Allotment Rent	£2,800.00	£0.00	£2,875.97	£75.97
101	Allotment Insurance Premiums	£0.00	£0.00	£5.00	£5.00
110	CCC Grass Cutting Payment	£3,850.00	£0.00	£3,848.72	-£1.28
Total Conservation		£6,650.00	£0.00	£6,729.69	£79.69
Cemeteries					
200	Burial Fees	£4,200.00	£0.00	£2,160.00	-£2,040.00
Total Cemeteries		£4,200.00	£0.00	£2,160.00	-£2,040.00
Play Areas & Recreation Grounds					
300	Match Fees	£3,200.00	£0.00	£715.00	-£2,485.00
320	Hire of Recreation Grounds	£840.00	£0.00	£850.09	£10.09
340	Pavilion Hire	£315.00	£0.00	£450.00	£135.00
370	Pavilion Hire - MAYD recharge	£0.00	£0.00	£0.00	£0.00
Total Play Areas & Recreation Grounds		£4,355.00	£0.00	£2,015.09	-£2,339.91
Finance & General Purpose					
410	Precept	£314,890.00	£0.00	£314,890.00	£0.00
420	Interest - Deposit Account Unity	£6,000.00	£0.00	£2,180.50	-£3,819.50
425	Interest - Nationwide 45 Day	£0.00	£0.00	£0.00	£0.00
430	Interest - Public Sector Deposit	£0.00	£0.00	£2,671.58	£2,671.58
435	Interest - Charity Bank	£0.00	£0.00	£0.00	£0.00
440	Interest - HTB	£0.00	£0.00	£0.00	£0.00
460	Miscellaneous Income	£0.00	£0.00	£357.74	£357.74
480	Insurance Claims	£0.00	£0.00	£0.00	£0.00
485	Feed In Tariff	£0.00	£0.00	£548.14	£548.14
600	Grants Received	£0.00	£0.00	£0.00	£0.00
650	MCCR/Covid 19	£0.00	£0.00	£0.00	£0.00
660	Timebanking Income	£0.00	£0.00	£0.00	£0.00
Total Finance & General Purpose		£320,890.00	£0.00	£320,647.96	-£242.04
Highways					
800	Highways & Rural Footpaths	£0.00	£0.00	£0.00	£0.00
Total Highways		£0.00	£0.00	£0.00	£0.00
Rental Property					
900	Little Hands Nursery Rent	£27,000.00	£0.00	£15,750.00	-£11,250.00
Total Rental Property		£27,000.00	£0.00	£15,750.00	-£11,250.00
Melbourn Area Youth Develpt Reserve					
950	MAYD Partner Contributions	£0.00	£0.00	£0.00	£0.00
Total Melbourn Area Youth Develpt		£0.00	£0.00	£0.00	£0.00

Community Benefit Reserve					
960	Solar Farm Grant Income	£0.00	£53,471.73	£53,471.73	£0.00
Total Community Benefit Reserve		£0.00	£53,471.73	£53,471.73	£0.00
S106 & Other Capital Grants Reserve					
140	S.106 Grants	£0.00	£0.00	£0.00	£0.00
141	S106 - Community Transport Service	£0.00	£0.00	£0.00	£0.00
145	Community Capital Grant Fund - Hub Extension	£0.00	£0.00	£0.00	£0.00
Total S106 & Other Capital Grants Reserve		£0.00	£0.00	£0.00	£0.00
Celebrating Ages Reserve					
990	Celebrating Ages	£0.00	£0.00	£0.00	£0.00
Total Celebrating Ages Reserve		£0.00	£0.00	£0.00	£0.00
Total Income		£363,095.00	£53,471.73	£400,774.47	-£15,792.26

EXPENDITURE

Conservation					
1000	Allotments	£3,150.00	£0.00	£771.55	£2,378.45
1001	Allotment Insurance Premiums	£0.00	£0.00	£0.00	£0.00
1100	Conservation	£13,210.00	£0.00	£3,569.59	£9,640.41
1150	Stockbridge Meadows	£1,650.00	£0.00	£760.00	£890.00
1200	Grass Cutting Contract	£8,670.00	£0.00	£3,735.00	£4,935.00
1300	Public Open Space Maintenance Cont	£6,420.00	£0.00	£3,220.00	£3,200.00
Total Conservation		£33,100.00	£0.00	£12,056.14	£21,043.86

Cemeteries					
2000	Cemetery Rates, Utilities & Upkeep	£4,555.00	£0.00	£914.83	£3,640.17
2100	Cemetery Grounds Maintenance Cont	£5,590.00	£0.00	£3,075.81	£2,514.19
Total Cemeteries		£10,145.00	£0.00	£3,990.64	£6,154.36

Play Areas & Recreation Grounds					
3000	Play Areas	£4,290.00	£0.00	£1,830.50	£2,459.50
3200	Recreation Grounds	£14,190.00	£0.00	£9,246.98	£4,943.02
3400	Pavilion	£10,065.00	£0.00	£5,944.45	£4,120.55
Total Play Areas & Recreation Grounds		£28,545.00	£0.00	£17,021.93	£11,523.07

Finance & General Purpose					
4000	Audit, Legal and Professional Fees	£1,900.00	£0.00	£1,885.30	£14.70
4200	Contingency	£0.00	£0.00	£0.00	£0.00
4300	Wardens' Materials, Equipment & Van	£2,630.00	£0.00	£1,636.59	£993.41
4500	Insurances	£15,950.00	£0.00	£16,097.77	-£147.77
4700	Membership of Societies	£1,500.00	£0.00	£1,502.19	-£2.19
4900	Parish Clock	£415.00	£0.00	£0.00	£415.00
5000	Parish Office, IT & Contractors	£27,490.00	£0.00	£4,608.90	£22,881.10
5100	Salaries, NI & Pensions	£82,000.00	£0.00	£47,223.43	£34,776.57
5300	Sundry Expenses	£198.00	£0.00	£472.93	-£274.93
5400	Training	£1,600.00	£0.00	£1,100.00	£500.00
5700	Pension Scheme Charges	£440.00	£0.00	£252.00	£188.00

5900	Bank Charges	£210.00	£0.00	£126.10	£83.90
6000	Grant funding - MMWS, CRP, Grinnel Hill ins	£10,250.00	£0.00	£10,294.20	-£44.20
6005	Grant funding - MAYD	£6,500.00	£0.00	£0.00	£6,500.00
6200	Staff & Councillor Expenses	£200.00	£0.00	£0.00	£200.00
6400	Community Hub - Grant	£15,000.00	£0.00	£4,590.00	£10,410.00
6401	Community Hub - Maintenance & Replacements	£10,210.00	£0.00	£5,805.74	£4,404.26
6402	Community Hub - Feed in Tariff	£0.00	£0.00	£548.14	-£548.14
6450	PWLB Community Hub - Interest	£27,643.00	£0.00	£27,701.25	-£58.25
6451	PWLB Community Hub - Capital	£5,311.00	£0.00	£5,252.95	£58.05
6452	PWLB Car Park - Interest	£4,986.00	£0.00	£2,534.48	£2,451.52
6453	PWLB Car Park - Capital	£11,902.00	£0.00	£5,909.25	£5,992.75
6500	MCCR/Covid 19 Costs	£0.00	£0.00	£0.00	£0.00
6600	Timebanking Expenses	£390.00	£458.42	£849.01	-£0.59
6700	War Memorial	£0.00	£0.00	£0.00	£0.00
6800	Election Costs	£0.00	£0.00	£0.00	£0.00
6900	Community Events	£3,110.00	£0.00	£1,559.84	£1,550.16
7100	Village Car Park - Rates, Utilities & Maintenance	£15,900.00	£0.00	£9,387.08	£6,512.92
7200	Fire Engine House	£400.00	£0.00	£0.00	£400.00
Total Finance & General Purpose		£246,135.00	£458.42	£149,337.15	£97,256.27
Planning					
7000	Community Development	£3,200.00	£0.00	£0.00	£3,200.00
Total Planning		£3,200.00	£0.00	£0.00	£3,200.00
Highways					
8000	Highways and Footpaths	£0.00	£0.00	£0.00	£0.00
8100	Street Lighting	£1,000.00	£0.00	£391.90	£608.10
Total Highways		£1,000.00	£0.00	£391.90	£608.10
Rental Property					
9000	Little Hands Nursery	£6,550.00	£18,621.45	£18,846.45	£6,325.00
Total Rental Property		£6,550.00	£18,621.45	£18,846.45	£6,325.00
Melbourn Area Youth Develpt Reserve					
9500	MAYD Youth Club Expenditure	£0.00	£5,145.39	£5,145.39	£0.00
Total Melbourn Area Youth Develpt		£0.00	£5,145.39	£5,145.39	£0.00
Community Benefit Reserve					
9600	Community Benefit Donations	£0.00	£22,978.64	£22,978.64	£0.00
9601	Community Benefit Donations S137	£0.00	£0.00	£0.00	£0.00
Total Community Benefit Reserve		£0.00	£22,978.64	£22,978.64	£0.00
S106 & Other Capital Grants Reserve					
1400	S106 Expenditure	£0.00	£30,141.62	£30,141.62	£0.00
1410	S106 Community Transport Service	£0.00	£5,000.00	£5,000.00	£0.00
1450	Community Capital Fund Grant Hub Ext	£0.00	£1,059.39	£1,059.39	£0.00
Total S106 & Other Capital Grants Reserve		£0.00	£36,201.01	£36,201.01	£0.00

Celebrating Ages Reserve					
4800	Celebrating Ages	£0.00	£0.00	£0.00	£0.00
Total Celebrating Ages Reserve		£0.00	£0.00	£0.00	£0.00
Total Expenditure		£328,675.00	£83,404.91	£265,969.25	£176,252.28

Total Income	£363,095.00	£53,471.73	£400,774.47	-£15,792.26
Total Expenditure	£328,675.00	£83,404.91	£265,969.25	£146,110.66
Total Net Balance	£34,420.00		£134,805.22	

Cash & Bank Balances 31st October 2023

Ordinary Accounts

Petty Cash	£30.00
Prepaid Debit Cards	£600.00
Unity Bank Current Account	£251,029.32
Unity Bank Instant Access Deposit	£177,158.61

Short Term Investment Accounts

CCLA - Public Sector Deposit fund	£85,000.00
Charity Bank Ethical 1 Yr Fixed Term	£30,424.21
Nationwide 45 day Business Saver	£116,967.67
Cambs & County 1 Yr Fixed Term	£60,000.00

Total	£721,209.80
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Bank Accounts for Investments are in progress in line with the investment policy.

Melbourn Parish Council Finance Report 31st October 2023

The figures above have been produced by the Parish Council's accounting system. The 'Actual' figures include due and unpaid transactions with invoice dates from 1st April to 31st October 2023. Where an item is funded by a reserve and does not form part of the precept budget, it is shown in the Reserve Movements column.

Variations from Budget

Income:

We have received all the precept instalments, income looks in line to achieve the budgeted figures. Allotment income has been recognised. Interest continues to be favourable.

Expenditure:

All expenditure seems to be in line with budget. Please note that we have a reserve amount for timebank expenses should any occur between now and March of £689.

Shelley Coulman – RFO Melbourn Parish Council

SALES INVOICE



Customer Address:

Melbourn Parish Council
Melbourn Community Hub
30 High Street
Melbourn

SG8 6DZ

R G Carter Cambridge Ltd

Drayton House
Horizon Park
Barton Road Comberton
Cambridgeshire
CB23 7BN

Invoice Date: 18/10/23
Invoice No: CAM14686
Customer Acc: MEL005
Your Ref: Abi email 16.08.2023
@ 3:16pm
Due Date: 01/11/23

Description	Price (£)	VAT Code	Total (exc. VAT) (£)
As per quotation E23CAM0168/SA	12,538.75	S1	12,538.75
Additional Drainage Works	3,087.50	S1	3,087.50
Asbestos Survey	420.00	S1	420.00
Removal of Asbestos	2,575.20	S1	2,575.20

VAT Code	Description	VAT (£)
S1	Sales Standard Rate @20%	3,724.29

TOTAL (Exc. VAT)	£	18,621.45
VAT	£	3,724.29
TOTAL (Inc. VAT)	£	22,345.74

Payment Due: 01/11/23

Payment to Bank: Lloyds

Sort Code: 30-96-17

Account No: 02660429

From: [REDACTED]
To: parishclerk@melbournparishcouncil.gov.uk
Cc: [REDACTED]
Subject: FW: Overdue Invoice
Date: 16 November 2023 15:21:32
Attachments: [RE CAM14686 - Little Hands Nursery - Replacement of Foul Drainage \(233 KB\).msg](#)
Importance: High

Hi Abi,

I hope you are keeping well.

Thanks for your query and apologies if you had not been advised prior to the invoice being issued.

The extra Asbestos cost is due to the additional weight in tonnes being measured when the skip arrived on the weighbridge at the licensed tip.

If you have any further queries please do let me know.

Many Thanks

[REDACTED]
Senior Project Surveying Manager, Building Solutions

CARTER

R G Carter
Drayton House
Horizon Park
Barton Road
Comberton
Cambridgeshire, CB23 7BN

📞 01223 265300



📧 www.rgcarter-construction.co.uk

From: [REDACTED]
Sent: Thursday, November 16, 2023 2:07 PM
To: [REDACTED]
Subject: FW: Overdue Invoice

Hi [REDACTED]

I have chased Melbourn and received the attached reply

Not sure if this email was ever sent to you but can you respond to Abi please and copy me in

Thank you

[REDACTED]
Finance Manager

CARTER

R G Carter
Regatta Building Henley Way
Lincoln
Lincolnshire, LN6 3QR

📞 01522 561540



[REDACTED]

🌐 www.rgcarter-construction.co.uk

From: parish clerk <parishclerk@melbournparishcouncil.gov.uk>

Sent: Thursday, November 16, 2023 1:53 PM

To: [REDACTED]

Subject: RE: Overdue Invoice

Thank you for the email [REDACTED]

Would you be able to respond to the email as attached, sent on 25 October 2023.

When we have your response I can follow up payment at this end.

Many thanks

Abi

!! ATTENTION: This email originated outside of the R G Carter Group. Please exercise caution when opening attachments or clicking links !!

From: [REDACTED]

Sent: 16 November 2023 13:28

To: assistantclerk@melbournparishcouncil.gov.uk

Subject: FW: Overdue Invoice

Good afternoon

Please find attached Invoice number CAM14686 which was due for payment 1/11/23

As you can appreciate this is now overdue so can you please provide a payment date for the attached

Look forward to hearing from you



Finance Manager

CARTER

R G Carter
Regatta Building Henley Way
Lincoln
Lincolnshire, LN6 3QR

📞 01522 561540



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R G Carter Lincoln Limited Registered in England, Company Number 1685443
Registered address: Drayton, Norwich, Norfolk NR8 6AH.

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R G Carter Cambridge Limited Registered in England, Company Number 3879910
Registered address: Drayton, Norwich, Norfolk NR8 6AH.

Original estimate

From: [REDACTED]
To: assistantclerk@melbournparishcouncil.gov.uk
Subject: Estimate for removing Asbestos containing materials from Little Hands Nursery Carpark.
Date: 06 September 2023 09:31:11

Hi Abi

I have received a price from Cambridge Asbestos to remove the 2 ton of asbestos containing soil , hardcore and concrete.
currently heaped up and fenced berried off at little Hands Nursery car park.
Asbestos identified as CHRISOTILE.

If the below is acceptable they can remove the Material this week by licenced carrier to designated licenced land fill site

The cost of the removal is £1500.00
The cost of the survey is £350.00

Total cost of £1850.00 + VAT

Kindest Regards

[REDACTED]

[REDACTED]

Building Solutions Manager



R G Carter
Drayton House
Horizon Park
Barton Road
Comberton
Cambridgeshire, CB23 7BN



01223 265300



[REDACTED]



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R G Carter Cambridge Limited Registered in England, Company Number 3879910
Registered address: Drayton, Norwich, Norfolk NR8 6AH.

Quotation Number : **38247**

Date : 6 September 2023

Claire Littlewood
Melbourn Parish Council
Melbourn Community Hub
30 High Street

Lucid Systems Ltd
44 Felaw Street
Ipswich
IP2 8SJ

Melbourn
SG8 6DZ

RE : SharePoint Migration and 365 Backup

Dear Claire

Move / Migrate all Company Data to MS 365 Share Point online.
Sync and Migrate Personal "My Documents" files with OneDrive
Link all PCs to new Company Data area with in SharePoint
Uninstall and Reinstall of Office for each individual PC
Azure AD join Each device

Qty	Item / Description	Unit Price	Total
1	Migration to MS365 SharePoint online Set-up SharePoint Sites Set-up Security and Permissions Set-up Personal One Drive and Share Point Sync. Migrate Drop Box to SharePoint	600.00	600.00
4	MS 365 Cloud to Cloud backup Per licensed 365 User upto 50 Gb each. Or Based on storage foot print if the storage goes above the 50GB per user combined total. Backup O365 data with 100% fidelity, including full MS Teams support, SharePoint and OneDrive file metadata and sharing permissions Simplify and accelerate data recovery using Afi full-text Exchange mailbox backup search Instant direct download of single items or full user backups in 7+ available formats Easy to navigate point-in-time recovery, high-frequency backups with unlimited versioning 12 month term.	3.00 (Per Month)	12.00

Qty	Item / Description (Continued)	Unit Price	Total
4	Microsoft 365 Business Standard (NCE COM 1YR MTH) Best for businesses that need Office apps across devices plus professional email, cloud file storage, and online meetings & chat. For businesses with up to 300 employees. For existing subscribers the committed Licence Period is from Order Date until your next Annual Licence renewal date. For new subscriptions the committed licence period is 12 months. Payable Monthly.	10.30 (Per Month)	41.20
1	Remove and Reinstall Office For all individual Devices	600.00	600.00
1	Amalgamate and sort out e-mail domains To be all bought into Office 365 and sync'd so everyone is using the same e-mail domain		0.00

Subtotal £ 1,253.20

Quotation valid for a period of 7 Days,
stock availability can change at any time.

VAT at 20 % £ 250.64

Total £ 1,503.84

To confirm your order of the above items/services please sign and fax to **0845 8622613** or email to **info@lucidsystems.co.uk**.

Signed.....Date..... PO No.....

Full Terms and Conditions on all of our products available at <http://www.lucidsystems.co.uk/terms>

PC0134/23c) To consider proposal for SharePoint Migration and 365 Backup for office

The office would like to move from the current IT set up to a Microsoft 365 solution.

In order to make efficiency savings within the office we believe it would be beneficial to update the IT provision across the 4 members of office staff.

The current system sees different versions of MS running on machines, causing compatibility issues and creating inefficient work practices.

If we were to move Finance system we would need to update our current practices.

Email accounts and calendar set up is currently set up with the primary domain as @melbournpc.co.uk – the 'new' domain is simply pointing to the old. This causes issues with email inboxes as well as calendars. With sharing the Parish Clerk role it is essential that all parties are working in the same way to ensure things aren't falling through compatibility/capability gaps.

The new licenses would give us access to MS apps that would allow for more efficient processes – such as Trello for project management, task allocation etc.

Notes

Consideration was taken to look for alternative quotes – however, other suppliers were not keen on taking on the current infrastructure in order to migrate to the new system. If they would costs would have exceeded those quoted by Lucid.

Need to understand relationship and provision currently provided by IONOS.

Lucid Systems have reviewed our needs and provided a quote for the migration of the office. There are some substantial set-up fees and increases to the monthly fees that we pay now – for what, we would hope, would be a more resilient and capable system.

Current Costs		Proposed costs	
<i>Lucid service contract</i>	<i>£74.00 pm</i>	<i>Lucid service contract</i>	<i>£74.00 pm</i>
<i>Anti virus protection</i>	<i>£8.00 pm</i>	<i>Anti virus protection</i>	<i>£8.00 pm</i>
<i>MS Licenses x 4</i>	<i>£3.00 pm (£12.00)</i>	<i>MS 365 x 4</i>	<i>£10.30 pm (£41.20)</i>
<i>Back ups x 4</i>	<i>£?</i>	<i>MS cloud to cloud backup x 4</i>	<i>£3.00 pm (£12.00)</i>
<i>Managing emails – Ionos</i>	<i>£?</i>	<i>Email management included</i>	<i>?</i>
		<i>Migration to MS 365</i>	<i>£600.00 one off fee</i>
		<i>Removal and reinstall</i>	<i>£600.00 one off fee</i>

South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA
t: 01954 713000
www.scambs.gov.uk



Claire Littlewood
Melbourn Parish Council
parishclerk@melbournpc.co.uk
01763 263303 ext 3

Our ref: **Parish Precepts 2024.25**

15 November 2023

Contact email:
daniel.hasler@scambs.gov.uk

Dear Sir/Madam

Re: Local Government Finance Act 1992 – Parish Precepts

This letter is sent to all Town Councils, Parish Councils and Parish Meetings in South Cambridgeshire.

I am writing to advise you of our estimates for the tax base for your parish for 2024-25. This is an opportunity for you to check our estimates of your tax base before we formally set the tax base in December 2023. Please note that there have been difficulties in forecasting this year, due to the impact of the uncertain economic environment. If you have any feedback, please respond by **12 December 2023**.

We are also seeking to obtain from you the precept information we need to finalise our budgets.

Appendix A is a consultation document setting out proposals for payment of Parish Precepts by the District Council in 2024-25. If you would like to comment on this document, please do so by **12 December 2023**.

Please answer the following questions:

Question 1

Do you wish to comment on the enclosed consultation document Appendix A?

*If yes, please reply to dawn.graham@scambs.gov.uk before **12 December 2023**, otherwise see question 2.*

Question 2

How much will your Council require by way of precept in 2024-25? Please state your requirements as an amount of money.

Please reply to accountancy@scambs.gov.uk by **31 January 2024**, including nil precepts by completing the form **Appendix D**.

The Council is working in conjunction with Cambridgeshire County Council and the Fire and Police Authorities to produce a combined information pack which will be available from the Council's website by the time the Council Tax bills are sent out. Your answers to Question 2 above will provide us with the information required for this information pack to be prepared.

Some Parishes find it helpful to have details of the estimated tax base for the Parish when they determine their precept.

Appendix B is a schedule showing the estimated tax base for all the Parishes for 2024-25.

Appendix C is explanatory information on how the Council Tax Base is calculated.

Appendix D should be completed and returned by ALL parishes with your precept request – even for NIL requests.

Where local councils request £140,000 or more, they are required to provide details of their spending plans by using the template at the bottom of Appendix D. This information is made available to Council Taxpayers in the Council Tax leaflet distributed with the annual bills.

Payment will be made directly to the Parish Council bank account via BACS. If your Parish has changed its bank details in the last year, please complete **Appendix E** and return it with your precept request. The remittance advice will be sent via email – please complete the details in Appendix D.

If you have any queries, please do not hesitate to contact me.

Yours faithfully

Farzana Ahmed

Deputy Head of Finance

Aide-memoire:

Task	Due Date	Completed
Comments/Feedback regarding Consultation (Appendix A) - <i>Optional</i>	12/12/2023	
Comments/Feedback regarding Tax Base (Appendix B) - <i>Optional</i>	12/12/2023	
Parish Precept Requirement (Appendix D) - <i>Essential</i> Please return to accountancy@scambs.gov.uk by:-	31/01/2024	
Submission of Bank Details (Appendix E) – <i>If changed.</i>	31/01/2024	

APPENDIX A

LOCAL GOVERNMENT FINANCE ACT 1992

PARISH PRECEPTS

1. CONSULTATION

1.1 The consultation relating to the payment of precepts covers the: -

- i. frequency of payment.
- ii. dates on which payments are to be made; and
- iii. calculation of each amount.

1.2 Regulations provide that at least 50% of the precept must be paid within 30 days of the start of the financial year and the remaining 50% within 6 months of the start of the financial year. Payment of precepts issued after the beginning of the financial year will be delayed.

1.3 The proposed schedule for the payment of precepts for 2024-25 are as follows: -

- a) The first instalment will be paid by Friday 26 April 2024. In the case of a precept of £1,000 or less, the full precept will be paid. In all other cases the amount of the first instalment will be £1,000 or 50% of the precept, whichever is greater.
- b) Any balance will be paid by 27 September 2024.

1.4 Please let me have any comments you wish to make by the 12 December 2023.

1.5 Please submit your Parish precepts no later than the 31 January 2024.

2. PARISH & TOWN COUNCIL ELECTIONS

2.1 There are no scheduled town or parish council elections taking place in May 2024. The next scheduled town and parish council elections will take place alongside elections to the district council in May 2026.

2.2 If a town or parish has a by-election caused by a casual vacancy, 100% of the costs of that election will be recharged to the Town/Parish Council.

2.3 The rough cost of a parish by-election will escalate in line with the size of the electorate. The cost will usually be between £1800 (for small parishes), up to £7000/£8000 for larger parishes. There are many variables and it is difficult to provide accurate estimates.

2.4 Please email the Elections Team (elections@scambbs.gov.uk) if you have any questions regarding 2024 Electoral Arrangements.

3. LOCAL COUNCIL TAX SUPPORT

3.1 It is expected that there will be no further changes to LCTS scheme which was amended last year. The current scheme will increase by CPI from 1 April 2024.

APPENDIX B

COUNCIL TAX BASE - 2024/25

Estimated number of band D equivalent properties
(after 0.6% allowance for losses on collection)

Great Abington	473.6	Horningsea	167.2
Little Abington	265.3	Horseheath	211.6
Abington Pigotts	77.3	Ickleton	347.0
Arrington	166.7	Impington	1,542.6
Babraham	125.9	Kingston	138.7
Balsham	763.0	Knapwell	44.0
Bar Hill	1,480.6	Landbeach	393.3
Barrington	632.4	Linton	1,846.9
Bartlow	54.5	Litlington	367.6
Barton	393.8	Lolworth	77.8
Bassingbourn	1,252.0	Longstanton	1,193.6
Bourn	435.8	Longstowe	89.0
Boxworth	104.6	Madingley	108.9
Caldecote	899.5	Melbourn	2,192.8
Cambourne	4,361.2	Meldreth	833.2
Carlton	96.3	Milton	1,756.4
Castle Camps	287.2	Guilden Morden	451.0
Caxton	257.2	Steeple Morden	525.5
Childerley	12.1	Newton	194.6
Chishill	328.4	Northstowe	1471.9
Comberton	920.2	Oakington/Westwick	602.1
Conington	69.0	Orchard Park	838.8
Coton	426.9	Orwell	535.2
Cottenham	2,637.3	Over	1,177.3
Croxton	82.0	Pampisford	157.7
Croydon	109.4	Papworth Everard	1,407.8
Dry Drayton	332.9	Papworth St Agnes	32.7
Duxford	770.6	Rampton	207.6
Elsworth	311.1	Sawston	2,719.3
Eltisley	193.4	Great Shelford	2,047.5
Great Eversden	119.9	Little Shelford	384.3
Little Eversden	275.4	Shepreth	374.0
Fen Ditton	841.9	Shingay-cum-Wendy	54.2
Fen Drayton	396.2	Shudy Camps	149.9
Fowlmere	593.6	Stapleford	933.0
Foxton	566.9	Stow-cum-Quy	213.7
Fulbourn	1,950.1	Swavesey	1,104.5
Gamlingay	1,575.3	Tadlow	86.0
Girton	1,952.4	Teversham	1,042.3
Little Gransden	151.9	Thriplow	487.1
Grantchester	255.1	Toft	330.8
Graveley	95.9	South Trumpington	489.6
Hardwick	1,145.9	Waterbeach	2,224.8
Harlton	152.8	Weston Colville	300.4
Harston	835.9	West Wickham	193.5
Haslingfield	709.2	West Wrating	232.6
Hatley	95.6	Whaddon	21.0
Hauxton	595.5	Whittlesford	828.9
Heydon	124.9	Great Wilbraham	292.1
Hildersham	100.9	Little Wilbraham	197.8
Hinxton	161.5	Willingham	1,721.3
Histon	1,798.5	Wimpole	138.6
		DISTRICT TOTAL	<u>68,295.5</u>

CALCULATION OF COUNCIL TAX BASE

1. All dwellings in the Parish are assessed by the Valuation Office, part of Revenue and Customs, and placed in the following bands:

<u>Valuation Band</u>		<u>Range of Values</u> <u>(at 1991 prices)</u>
A	up to	£40,000
B		£40,001 - £ 52,000
C		£52,001 - £ 68,000
D		£68,001 - £ 88,000
E		£88,001 - £120,000
F		£120,001 - £160,000
G		£160,001 - £320,000
H	more than	£320,000

2. The number of dwellings in each band is then adjusted to take account of:
- a) reductions in the number of dwellings
 - exempt dwellings
 - diplomats' dwellings (if any)
 - demolitions

 - b) additions to the number of dwelling
 - Ministry of Defence properties (if any)
 - Dwellings awaiting banding
 - New dwellings to be completed and occupied before the end of the next financial year

 - c) Adjustments
 - reductions in banding for disabled persons
 - 25% discount for single adults for Council Tax purposes

3. The adjusted number of dwellings in each band is then expressed as a single figure known as “band D equivalents” by multiplying by the relevant fraction:

<u>Valuation Band</u>	<u>Relevant Fraction</u>
A-	5/9
A	6/9
B	7/9
C	8/9
D	9/9
E	11/9
F	13/9
G	15/9
H	18/9

4. The District Council prudently estimates an allowance for losses on collection which is 0.6% for the next financial year. This percentage reduction is applied to the number of band D equivalents in the previous paragraph to arrive at the tax base for tax setting purposes.
5. The Parish precept divided by the tax base will give the Council Tax to cover Parish Council expenditure for a band D property occupied by two or more adults. The Council Tax for dwellings in other bands is calculated by multiplying by the relevant fractions in paragraph 3.
6. A similar calculation, using the same tax base, is also required for the District council, the County Council and the Police and Fire Authorities. Council Tax setting by the District involves the aggregation of all five calculations to arrive at the total Council Tax bill levied to meet the net expenditure of the Parish, District, County, Fire and Police.
7. The actual Council Tax payable will be reduced if discounts (paragraph 2c) and/or council tax benefits for persons on low incomes apply.
8. An illustration of the tax base calculation is shown on the next sheet:

Melbourn Parish Council	2024/25 Band D Equivalents
Number of Properties as at October 2023	2375
Actual Tax Base on 30.09.2023	2344.2
Expected New Properties Chargeable for whole year	13.2
Expected New Properties Chargeable for part of the year	0.0
Less Discount under LCTS	-154.3
Less Provision for uncollectable (0.6%)	-10.3
Tax Base for the Year	2192.8

Parish Precept Requirement 2024/25

(to be completed by **all** parishes and **returned by 31/01/2024** including where a **NIL** precept is set)

Please return to: - accountancy@scambs.gov.uk

Parish: Melbourn Parish Council

Amount required [words]:

Amount required [figures]: £

Name:

Position:

Please complete contact details for enquiries regarding the precept:

Telephone:

Email for remittance advice:

Where local councils request a precept of **£140,000 or more** from their taxpayers they are required to provide more detail of their spending plans, a template is provided below to assist you, this information will then be included in the Council Tax leaflet distributed to residents with the annual council tax bills.

Melbourn Parish Council	2023-24 Gross Expenditure £	2023-24 Net Expenditure £	2024-25 Gross Expenditure £	2024-25 Net Expenditure £
Cultural, Environmental and Planning				
Highways, Footpaths and Lighting				
Democratic Representation				
Corporate Management				
Capital Projects				
Total				
Contribution from balances				
Amount of Precept				

BANK DETAILS *(if changed)*

If the bank details change throughout the year, please advise: -
Accounts.payable@scams.gov.uk

South Cambridgeshire District Council, Accountancy Service, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA

Parish: Melbourn Parish Council

Address:
.....
.....
.....

Bank/Building Society.....

--	--	--

 Sort Code

--	--	--	--	--	--	--	--

 Account no

E-mail address for remittance advice.....

Contact name.....

Contact telephone number.....

Fax number.....

Authorised signatories:

Signed.....

Position.....

Signed.....

Position.....

Date.....

Business Case: Upgrading the Finance System Software & the parish council's IT Software.

1. Executive Summary

This business case proposes the implementation of a new finance system and upgrading the Parish council's IT software to enhance the efficiency and accuracy of the financial processes and administration within the parish council.

The project aims to streamline financial operations, reduce manual errors, improve data security, and provide real-time insights for better decision-making.

2. Problem Statement

The current finance system lacks scalability and is outdated, leading to frequent system crashes and prolonged processing times. The system is inflexible and all reports are exported and manually reworked to provide something that is readable and suitable to make decisions.

Almost all the finance and admin work are manually entered in several places for example the expenditure is entered into the finance system and then re-entered into the bank system, sales invoices are entered onto a word template and then into the finance system, rights of burial entered into the cemeteries system and then onto a word template. Manual entry creates additional room for error as well as increase time to complete tasks.

The current finance system and IT software do not work well together for remote working with reports being saved in a file that is not accessible when working remote.

3. Objectives

- Implement a new finance system and new upgraded office 365 software within the parish council, which will improve the remote working offering, financial management and reporting capabilities.
- Increase the efficiency of financial processes and reduce manual intervention which will save time and allow your resource to add additional value to support decision making and future planning.

4. Benefits

- Improved efficiency: The new finance system & additional modules will automate many manual tasks reducing processing times and improving overall productivity of the Parish office.
- Enhanced accuracy: Software features will minimise the manual processing which in turn will reduce the small errors.
- The new system and IT will create a better remote working facility which will support in attracting staff.
- Upgraded software will ensure the latest security measures are in place to protect against cyber threats and data breaches.
- Cloud based software is updated in real time ensuring that the Parish office is always working on the latest versions.
- All computers are running on different versions and licenses which is making opening and working on documents difficult resulting in more calls to IT.
- Security of documents with access rights being given to particular team members enhancing the overall security of the parish office.

5. Scope

We are requesting the implementation of Rialtas software for Finance, cemeteries, allotments, and assets. This is a sector specific software and therefore the

comparatives are Edge (our current system) and Scribe which is more suited to smaller parish councils.

With the Rialtas software is the ability to link all supporting evidence and move Melbourn Parish Council to a modern paperless office, this element only works with Sharepoint. We are therefore requesting that the current office IT system is moved to Office 365 and a suitable Sharepoint platform is created.

Benefits of Office 365 compared to a local server include:

- Accessibility and collaboration: with Office 365, users can access all applications anywhere with an internet connection. Teams can work on documents together in real time. Will enhance the councils remote working offering and attracting staff.
- Office 365 offers flexible subscription plans that can be adjusted to accommodate the changing needs of the council.
- Automatic updates and maintenance provide access to the latest features and security.
- Office 365 provides robust security measures including data encryption, multi factor authentication and threat protection. It has built in disaster recovery and backup capabilities
- You have all the Microsoft tools needed for a modern office under one subscription including Excel, Word, PowerPoint, outlook, teams, SharePoint. Office 365 regularly introduce new features which will enhance the IT offering in the Parish Council office.

6. Cost Analysis

The project will involve setup and training on all modules with Rialtas these costs are detailed below:

Rialtus	
Purchase & set up of Software	£4,772
Training	£2,100
Annual Costs	£3,275
Total	10,147

The Annual costs are invoiced to March should we go live in June this will be pro - rata.

You can

Estimated Annual on the current system £2,265.38 assuming a 3% increase. We are tied into Edge for one more year so would be an exit fee or the annual cost as well.

Additional modules and functionality of Rialtus include:

Sales order processing

Purchase order processing

The ability to produce all invoices on the system rather than word

The ability to produce all purchase orders and reference back to meeting approvals.

The ability to produce all Cemetery, memorial & allotment paperwork via the system and not via word.

Bacs payments to the bank

Separate cashbooks for Credit card, Debit card, Petty Cash

Monthly budget to monitor spend clearly.

QUOTATION

Prepared for Melbourn Parish Council

Dated 17th July 2023

1. Purchase of Omega Financial Software

Purchase Installation of the following modules of Omega Financial Director for Local Councils

Cash Book/Management Accounts/Annual Budgets £675

Phased Budgets £375

Sales Ledger with invoicing £375

Purchase Ledger with cheque writing/BACS filing £375

Purchase Order Processing £375

Remote Install/Setup and Chart Of Accounts £425*

Purchase of Software £ 2600

1st Year Annual Support and Maintenance 5 User Licence £ 1300

Total Costs 1st Year for Purchase of Software £ 3900

* plus 45p per mile mileage

Ongoing costs **Please advise ***

Annual Support and Maintenance Multi 5 Users Licence £1300 per annum

Making Tax Digital for VAT **Please advise ***

MTD for VAT (if required) Annual Support and Maintenance £100 per annum

2. Training

We recommend a minimum of three days training for the above module:

Onsite Training per day £500 plus 45p per mile mileage

All of the above prices are subject to VAT at the standard rate.



Quotation valid for 90 days, unless otherwise agreed in writing. Orders are subject to an initial 3 year minimum contract term for Annual Support and Maintenance. All Orders are subject to our terms and conditions overleaf.

If you wish to proceed with this Order please signed below, indicating your acceptance of the Quotation and our terms and conditions overleaf.

Name:

Position (Clerk/RFO):

Signature:

Software Purchase Terms and Conditions

1. Orders are subject to an initial 3 year minimum contract term for Annual Support and Maintenance. After year 3 the contract will automatically renew annually, unless cancelled in writing. Cancellations require six months notice.
2. Annual Support and Maintenance charges are reviewed annually and will change over the contract term. If our charges increase by more than 5% over the rate of inflation, the customer can cancel their Annual Support and Maintenance within the 3 year minimum contract term.
3. Support and Maintenance Fees are charged Annually in advance for the coming 12 month period. The initial period commences upon the installation and setup.
4. If the customer elects to cease use of the software within the minimum term, the minimum terms fees must still be paid.
5. After the minimum 3 year term, cancellations mid year will not receive a refund of Support and Maintenance fees already paid.
6. Software Purchases are subject to the use of the software as per the End User License Agreement, which is available upon software installation, or upon request.
7. Support and Maintenance services are provided subject to the Terms and Conditions of those services, these Terms and Conditions are provided annually, or upon request.
8. We recommend you have an online demonstration of the software prior to purchase to ensure you are content the software meets your needs. Once installed and setup any fees due or paid are non-cancellable and non-refundable.

QUOTATION

Prepared for Melbourn Parsish Council

Dated 17th July 2023

1a. Purchase of Cemetery & Memorial Management Software

Purchase Installation of the following:

Cemetery Management Solution*	£ 425
Memorials Management *	£ 375
*Links to the Omega Sales Ledger	
Online set up of software	£ 350
Purchase of Software	£1150
1 st Year Annual Support and Maintenance Multi 5 User Licence	£525
Total Costs 1st Year for Purchase of Software	£ 1675

1b. Ongoing costs

Annual Support and Maintenance Multi 5 User Licence	£525 per annum
---	----------------

2. Training

We recommend one days training for the above module, which is invoiced as taken:

Online Training per day	£500
-------------------------	------

All of the above prices are subject to VAT at the standard rate.

Quotation valid for 90 days, unless otherwise agreed in writing. Orders are subject to an initial 3 year minimum contract term for Annual Support and Maintenance. All Orders are subject to our terms and conditions overleaf.



If you wish to proceed with this Order please signed below, indicating your acceptance of the Quotation and our terms and conditions overleaf.

Name:

Position (Clerk/RFO):

Signature:

Software Purchase Terms and Conditions

1. Orders are subject to an initial 3 year minimum contract term for Annual Support and Maintenance. After year 3 the contract will automatically renew annually, unless cancelled in writing. Cancellations require six months notice.
2. Annual Support and Maintenance charges are reviewed annually and will change over the contract term. If our charges increase by more than 5% over the rate of inflation, the customer can cancel their Annual Support and Maintenance within the 3 year minimum contract term.
3. Support and Maintenance Fees are charged Annually in advance for the coming 12 month period. The initial period commences upon the installation and setup.
4. If the customer elects to cease use of the software within the minimum term, the minimum terms fees must still be paid.
5. After the minimum 3 year term, cancellations mid year will not receive a refund of Support and Maintenance fees already paid.
6. Software Purchases are subject to the use of the software as per the End User License Agreement, which is available upon software installation, or upon request.
7. Support and Maintenance services are provided subject to the Terms and Conditions of those services, these Terms and Conditions are provided annually, or upon request.
8. We recommend you have an online demonstration of the software prior to purchase to ensure you are content the software meets your needs. Once installed and setup any fees due or paid are non-cancellable and non-refundable.

QUOTATION

Prepared for Melbourn Parish Council

Dated 17th July 2023

1a. Purchase of Rialtas Allotment Management Software

Purchase Installation of the following:

Rialtas Allotment Management Software £ 375

Initial online set up of software and training £ 275

Purchase of Software £ 650

1st Year Annual Support and Maintenance Multi 5 User Licence £ 225 per annum

Total Costs 1st Year for Purchase of Software £ 875

1b. Ongoing costs

Annual Support and Maintenance Multi 5 User Licence £225 per annum

1c. Optional Functionality * PLEASE ADVISE*****

Allotments Inspections Mobile App Integration £100 per annum*

* The Mobile Inspections App is licensed separately from our Partner BBits, for which an additional charge from BBits will apply. If you are interested in this optional functionality, then we can provide more details upon request.

Bbits Mobile Allotments Inspection App

Bbits is responsible for the delivery and maintenance of the Mobile Inspections App Service which is charged at £150 a year. Bbits terms and conditions will apply. If you require a demonstration of the mobile App contact them via email at info@bbits.co.uk.

If you wish to place an order with bbits either email them at info@bbits.co.uk or visit <https://bbitsai2.co.uk/surveys/> and select the Allotment Inspection App Service.

1d. Allotments also integrates with Omega Sales Ledger for invoicing



For Omega users if you have sales ledger then we will turn on the integration. If you don't have Sales Ledger and would like this functionality then please request a quote.

All of the above prices are subject to VAT at the standard rate.

Quotation valid for 90 days, unless otherwise agreed in writing. Orders are subject to an initial 3 year minimum contract term for Annual Support and Maintenance. All Orders are subject to our terms and conditions overleaf.

If you wish to proceed with this Order please signed below, indicating your acceptance of the Quotation and our terms and conditions overleaf.

Name:

Position (Clerk/RFO):

Signature:

Software Purchase Terms and Conditions

1. Orders are subject to an initial 3 year minimum contract term for Annual Support and Maintenance. After year 3 the contract will automatically renew annually, unless cancelled in writing. Cancellations require six months notice.
2. Annual Support and Maintenance charges are reviewed annually and will change over the contract term. If our charges increase by more than 5% over the rate of inflation, the customer can cancel their Annual Support and Maintenance within the 3 year minimum contract term.
3. Support and Maintenance Fees are charged Annually in advance for the coming 12 month period. The initial period commences upon the installation and setup.
4. If the customer elects to cease use of the software within the minimum term, the minimum terms fees must still be paid.
5. After the minimum 3 year term, cancellations mid year will not receive a refund of Support and Maintenance fees already paid.
6. Software Purchases are subject to the use of the software as per the End User License Agreement, which is available upon software installation, or upon request.
7. Support and Maintenance services are provided subject to the Terms and Conditions of those services, these Terms and Conditions are provided annually, or upon request.
8. We recommend you have an online demonstration of the software prior to purchase to ensure you are content the software meets your needs. Once installed and setup any fees due or paid are non-cancellable and non-refundable.
9. Rialtas are providing the following aspects of the solution:
 - a. Ability to import the Mobile Inspections App data.
 - b. Ability to view the photographs captured by the Mobile App.
 - c. Ability to provide an export of Plots and Conditions to enable BBits to configure the App with relevant information for the customer.
10. BBits are providing the following aspects of the solution, their terms and conditions will apply, and you should contact them if you have any queries.
 - a. Mobile Inspections App User Support
 - b. Mobile Inspections App Maintenance
 - c. Mobile Inspections App Database Support, Maintenance and Security
 - d. Mobile Inspections Portal to download Inspections Data
 - e. Mobile Inspections App configuration of Plot and Condition list.
11. Rialtas and BBits are each responsible for their respective aspects of the solution. As per points 9 and 10, the customer understands and will contact the relevant company related to the functionality.

Melbourn Community Hub

30 High Street

Melbourn

Cambridgeshire

SG8 6DZ

hubadmin@melbournhub.co.uk

VAT Registration No.: 276136590

Company Registration No. 08320569



Tax Invoice

INVOICE TO

Sophie Marriage
 Melbourn Parish Council
 30 High Street
 Melbourn
 Cambs
 SG8 6DZ

INVOICE NO. 1699**DATE** 31/10/2023**DUE DATE** 30/11/2023**TERMS** Net 30

ACTIVITY	QTY	RATE	VAT	AMOUNT
Catering - buffets, etc Catering for Covid vaccinators on Sunday 8th October 2023	1	200.00	20.0% S	200.00
Catering - buffets, etc Catering for Covid vaccinators on Sunday 15th October 2023	1	200.00	20.0% S	200.00
Catering - buffets, etc Catering for Covid vaccinators on Sunday 22nd October 2023	1	200.00	20.0% S	200.00
Catering - buffets, etc Catering for Covid vaccinators on Sunday 29th October 2023	1	200.00	20.0% S	200.00
Room Rental - non commercial Menopause Cafe Hire of Austen Room 10:00 to 12:30 Wednesday 11th October 2023	2.50	15.00	No VAT	37.50

To be drawn down from S106 health fund

INCLUDES VAT TOTAL

133.32

TOTAL

837.50

BALANCE DUE**£837.50**

Payment should be made by BACS to :

Unity Trust Bank

Account Number: 20380027

Sort Code: 60-83-01

Please use invoice number as payment reference number.

Alternatively payment by cheque to Melbourn Community Hub Management Group

VAT SUMMARY

	RATE	VAT	NET
VAT @ 20%		133.32	666.68

Payment should be made by BACS to :
Unity Trust Bank
Account Number: 20380027
Sort Code: 60-83-01

Please use invoice number as payment reference number.

Alternatively payment by cheque to Melbourn Community Hub Management Group

Melbourn Community Hub

30 High Street

Melbourn

Cambridgeshire

SG8 6DZ

hubadmin@melbournhub.co.uk

Company Registration No. 08320569



INVOICE

INVOICE TO

Melbourn Parish Council

30 High Street

Melbourn

Cams

SG8 6DZ

INVOICE NO. 1700**DATE** 31/10/2023**DUE DATE** 30/11/2023**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
Room Rental - NHS Hire of Bennett Room for October 2023	21	60.00	1,260.00
Room Rental - NHS Hire of Norbury Room for PCN 11:45 to 17:30 Monday 2nd October 2023	0.50	60.00	30.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 13:00 Tuesday 3rd October 2023	0.50	60.00	30.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Thursday 5th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Friday 6th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN 12:00 to 17:30 Monday 9th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 13:00 Tuesday 10th October 2023	0.50	60.00	30.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Thursday 12th October 2023	1	60.00	60.00

Payment should be made by BACS to :

Unity Trust Bank

Account Number: 20380027

Sort Code: 60-83-01

Please use invoice number as payment reference number.

Alternatively payment by cheque to Melbourn Community Hub Management Group

ACTIVITY	QTY	RATE	AMOUNT
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Friday 13th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Dickens Room 13:00 to 15:00 Tuesday 17th October 2023	0.50	60.00	30.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Thursday 19th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Friday 20th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Monday 23rd October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 13:00 Tuesday 24th October 2023	0.50	60.00	30.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Thursday 26th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Friday 27th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 17:30 Monday 30th October 2023	1	60.00	60.00
Room Rental - NHS Hire of Norbury Room for PCN. 08:30 to 13:00 Tuesday 31st October 2023	0.50	60.00	30.00

Monies to be drawn from the ICB fund

BALANCE DUE

£2,100.00

Payment should be made by BACS to :
 Unity Trust Bank
 Account Number: 20380027
 Sort Code: 60-83-01

Please use invoice number as payment reference number.

Alternatively payment by cheque to Melbourn Community Hub Management Group

Transaction number	Payment Reference	Invoice Date	Net	Vat	Gross	Total	Transaction Details
6321	DD231117THREE	17/10/2023	20.00	4.00	24.00	24.00	3 Business Services - Up to 17 Oct 23
6401	BACS231128AIRWAY	31/10/2023	270.00	54.00	324.00	324.00	Airway - Remedial work to kitchen
6317	DD231128ARGENTA	18/10/2023	784.23	156.85	941.08	941.08	Argenta - Tree Survery 2023 & Vectormap
6308	DD	23/10/2023	-	2.21	0.92	- 1.29	British Gas -Old Rec to Oct 23
6309	DD231106BRITISHGAS	23/10/2023	8.31	0.89	9.20	7.91	British Gas - Orchard Road Cemetary
6305	BACS231128CAMBASB	23/11/2559	150.00	30.00	180.00	180.00	Cambridge Asbestos removal - Remove asbestos from allotments
6351	BACS231128COUNTY	22/11/2023	1,275.00	255.00	1,530.00	1,530.00	County Fire Services - Complete work to motorised doors
6329	BACS231128PETTIFER	06/11/2023	83.36	-	83.36	83.36	David William Pettifer - Litter picking
6346	BACS231128ESPO	10/11/2023	88.80	17.76	106.56	106.56	Espo - Copier paper, paper towel, hand clean and tuff box
6348	BACS231128HARTS	20/11/2023	162.32	-	162.32	162.32	Harts Books - 21 books for Melbourn Library
6312	BACS231128H&CGM	26/09/2023	755.00	151.00	906.00		Herts & Cambs Ground Maintenance Limited - Old Rec
6313	BACS231128H&CGM	26/09/2023	460.00	92.00	552.00		Herts & Cambs Ground Maintenance Limited - Grounds maintenance Hub Car park Chalkhill Barrow
6314	BACS231128H&CGM	26/09/2023	405.83	81.17	487.00		Herts & Cambs Ground Maintenance Limited - Cemeteries and Church yard maintenance.
6315	BACS231128H&CGM	27/09/2023	622.50	124.50	747.00		Herts & Cambs Ground Maintenance Limited - Verges
6341	BACS231128H&CGM	10/11/2023	690.00	138.00	828.00		Herts & Cambs Ground Maintenance Limited - Extra cuts, old rec, cemeteries & grassed area
6340	BACS231128H&CGM	10/11/2023	360.00	72.00	432.00		Herts & Cambs Ground Maintenance Limited - Extra cuts, cemeteries, church cross, grassed play areas
6347	BACS231128H&CGM	17/11/2023	100.00	20.00	120.00	4,072.00	Herts & Cambs Ground Maintenance Limited -Clear leaves fro, old rec pitch
6349	BACS231128ICCM	17/11/2023	140.00	28.00	168.00	168.00	ICCM - Cemetary management training Abi Williams
6310	BACS231128TRUEMAN	25/10/2023	70.00	-	70.00	70.00	Jason Trueman - Cleaning of Pavilion
6318	BACS231128LUCID	01/11/2023	134.00	26.80	160.80	160.80	LUCID Systems - 1 x covered agreement 1 x 250gb backup4 x Bitdefender security5 x exchange online
6319	BACS231103MARK	13/10/2023	2,094.20	-	2,094.20	2,094.20	Mark Hayman - Grinnel Hill BMX Insurance
6337	BACS231128MARKWYER	07/11/2023	135.46	-	135.46	135.46	Mark Wyer - Litter Picking
6293	BACS231128DEOLIV	13/11/2023	140.00	-	140.00	140.00	Matthew De Oliveira - November -Key Services £125 a month additional for Binmen
6324	BACS231128HUB	31/10/2023	704.18	133.32	837.50		Melbourn Community Hub Management Group - Catering for vaccinators
6323	BACS231128HUB	31/10/2023	2,100.00	-	2,100.00	2,937.50	Melbourn Community Hub Management Group - PCN October
6306	BACS231128MINUTEMAN	23/10/2023	170.77	34.15	204.92	204.92	Minuteman Press- 9 x embriddered garments for wardens
6307	BACS231128MGS	24/10/2023	4,590.00	918.00	5,508.00	5,508.00	Multi Glazing Systems Ltd - work on Hub doors compliance
6377	BACS231128NORBURY	15/11/2023	2.50	0.50	3.00	3.00	Norbursys- Hex nuts & Bolts
6316	DD231101NOW	01/11/2023	36.00	7.20	43.20	43.20	Now Pensions - November 2023 monthly employer service charge
6311	BACS231128RGCARTER	18/10/2023	18,621.45	3,724.29	22,345.74	22,345.74	RG Carter - Drainage works Littlehands
6308	BACS231128RICOH	05/11/2023	203.15	40.63	243.78	243.78	Ricoh - Photocopier rental Jan 24 & printing to Oct 23
6342	BACS231128SHELLEY	13/11/2023	44.56	8.91	53.47	53.47	Shelley Coulman - Reimburse MAYD expenses food provision Mix Music
6331	BACS231128SMITHS	02/11/2023	215.00	43.00	258.00	258.00	Smith of Derby - Service of All Saints clock
6350	BACS231128SMARRIAGE	20/11/2023	100.00	-	100.00	100.00	Parish Clerk Consultancy Support Oct
5878	DD	01/11/2023	32.28	-	32.28		South Cambs District Council - Waste Collection at the pavilion 8 of 12
5895	DD	01/11/2023	79.00	-	79.00		South Cambs District Council - Rates Victoria Way (8 of 10)
5904	DD	01/11/2023	259.00	-	259.00		South Cambs District Council - Rates - Pavilion Rec Ground Instalment 8 of 10
5914	DD	01/11/2023	1,272.00	-	1,272.00	1,642.28	South Cambs District Council - Rates Car Park (8 of 10)
6322	BACS231128CONNECTIONS	31/10/2023	648.00	-	648.00	648.00	The Connections Bus - Sept & Oct
6325	DD231110YU1	03/11/2023	46.79	2.34	49.13		Yu Energy - Unmetered supply, Melbourn Parish Council, UM501/10/23 - 31/10/23
6327	DD231110YU1	03/11/2023	11.79	0.59	12.38		Yu Energy - Unmetered supply, Melbourn Parish Council, UM501/10/23 - 31/10/23
6326	DD231110YU2	03/11/2023	12.68	0.63	13.31	74.82	Yu Energy - Unmetered supply, Melbourn Parish Council, UM501/10/23 - 31/10/23
Soldo Top up	BACS231128SOLDO	28/11/2023	347.26	-	347.26	347.26	Soldo Top up to £600.00
Confidential items eg Salaries, NI & Pensions			14,382.77	-	14,382.77	14,382.77	
			52,825.98	6,166.45	58,992.43	58,992.43	

Signature _____ Date _____

Signature _____ Date _____

RE: Use of The Old Recreation Ground



To parish clerk


Reply

Reply All

Forward



Mon 06/11/2023 09:33

 Follow up.

This message is part of a tracked conversation. [Click here to find all related messages](#) or to open the original flagged message.

Hi Abi

Thanks for all your work on this.



At 20% it still works out almost the same price as a secure dog field or village hall hourly rate, with no members of public wandering around, so I'll have to have a think about it.

I'll be back in touch in the Spring if that's ok.

Many thanks



Old Recreation Ground User Agreement – October 2023

Old Recreation Ground User Agreement ("Agreement") is entered into on this ____ day of _____, 20 ____, (the "Effective Date") by and between:

MELBOURN PARISH COUNCIL, with its principal office located at 30 HIGH STREET, MELBOURN, SG8 6DZ (hereinafter referred to as the "Landowner"), and

_____, located at _____
(hereinafter referred to as the "Hirer").

Collectively, the Landowner and the Hirer may be referred to herein as the "Parties."

The Landowner is the lawful owner of certain land described as follows (the "Land"):

Location: OLD RECREATION GROUND, THE MOOR, MELBOURN, SG8 6ED

The Hirer is engaged in providing dog training services to the public and seeks to use a portion of the Land for such purposes;

The Parties desire to enter into this Agreement to set forth the terms and conditions governing the use of the Land by the Hirer;

The Parties agree as follows:

1. Grant of Use:

1.1 Use of Land: Subject to the terms and conditions set forth herein, the Landowner hereby grants to the Hirer the non-exclusive right to use the Land, as more specifically described in Appendix A, for the purpose of conducting dog training classes (the "Permitted Use").

1.2 Duration: The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either Party with thirty (30) days' written notice to the other Party.

2. Conditions of Use:

2.1 Compliance with Laws: The Hirer shall comply with all applicable laws, ordinances, rules, and regulations, including but not limited to any land use regulations governing the use of the Land.

2.2 Insurance: The Hirer shall maintain public liability insurance coverage with limits of not less than £1,000,000 in the aggregate, and shall provide proof of such insurance to the Landowner upon request.

2.3 Indemnification: The Hirer shall indemnify and hold the Landowner harmless from any claims, liabilities, damages, or expenses arising out of or in connection with the Hirer's use of the Land.

2.4 Maintenance: The Hirer shall be responsible for the making good of the land if any damage occurs from the Permitted Use.

3. Consideration:

In consideration for the use of the Land, the Hirer shall pay the Landowner a percentage fee of earnings to amount to 20% of the rates received for each session, independent of number of participants, payable monthly.

Old Recreation Ground User Agreement – October 2023

This agreement will be reviewed after 6 months from the date of the agreement to ensure it is suitable for all parties.

4. Termination:

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party for any reason.

MELBOURN PARISH COUNCIL

By: _____ Date: _____

[Authorised Signatory]

[Printed Name and Title]



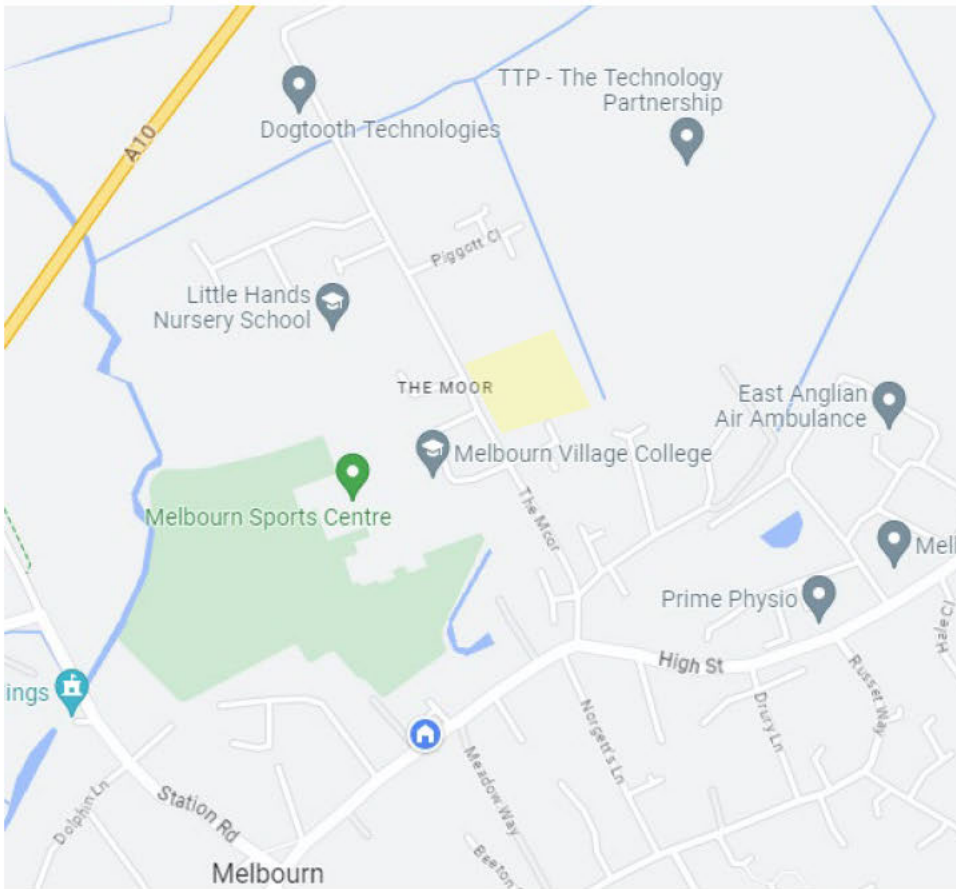
By: _____ Date: _____

[Authorised Signatory]

[Printed Name and Title]

Old Recreation Ground User Agreement – October 2023

Appendix A: The Land – Highlighted in yellow below



parish clerk

From: Miranda Leland <Miranda.Leland@scambs.gov.uk>
Sent: 07 November 2023 09:41
To: Parish Clerk
Subject: Recent vacancy at Melbourn

Good Morning,

Your recent vacancy has now expired and there was no request for election so you may go ahead and co-opt.

Kind regards,

Miranda Leland | Electoral Services Assistant



South Cambridgeshire Hall | Cambourne Business Park | Cambourne | Cambridge | CB23 6EA
t: 01954 713440 | e: miranda.leland@scambs.gov.uk | www.scambs.gov.uk | facebook.com/south-cambridgeshire | twitter.com/SouthCambs | www.scambs.gov.uk/electoral-services-privacy-notice

Help us deliver service improvements by completing our [short, 5 minute survey](#).

Please note that the Council is currently trialling a four-day week to improve recruitment, retention and wellbeing. My working days are therefore Tuesday to Friday. On my non-working day, you can contact the Elections Team at elections@scambs.gov.uk. Find out about our latest job opportunities on our website at www.scambs.gov.uk.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived

parish clerk

From: parish clerk <parishclerk@melbournparishcouncil.gov.uk>
Sent: 19 September 2023 15:01
To: hello@shiretrees.co.uk
Subject: RE: Quote 4932

Hi James

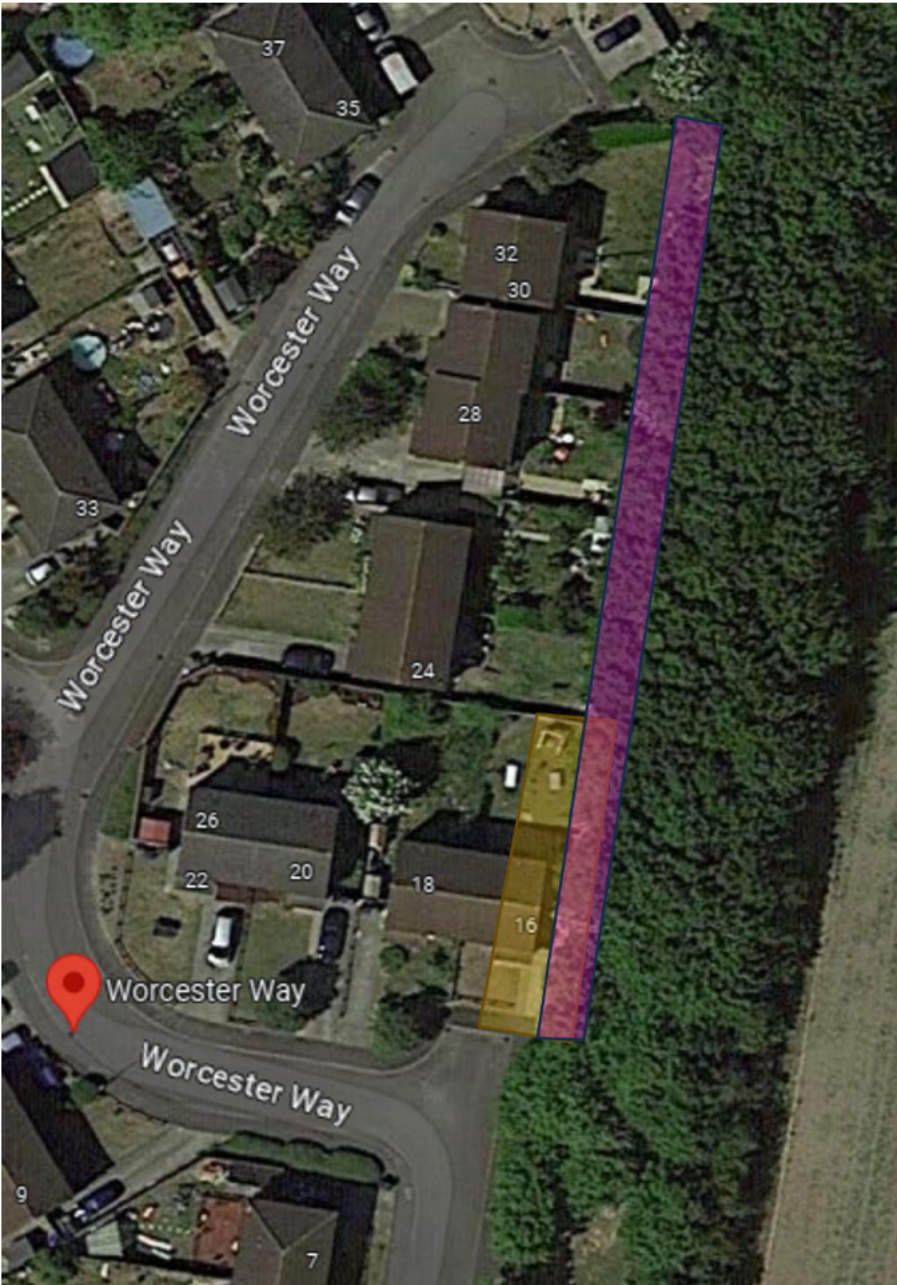
Thanks for your patience.

We look the review to committee and they have asked that we look at costs for working the whole run – so the bit shown in pink below:

Would you be able to quote for that and I will take it to the next committee meeting.

Thanks

Abi



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Melbourn Parish Council
30 High Street, Melbourn
Royston
SG8 6DZ

Date Sent: 02/10/2023

Quote Information

Client Ref: 143
Quote No: 5242
Surveyor: James Cantle
Site Ref: 7505
Order No:

Quote

Site Address 16, Worcester Way, Melbourn, SG8 6NH

Item No	Item	Description Of Work	Value
1	Mixed trees	Cut overhang to a height of the house along rear garden and front driveway of number 16 only (from yellow line) No height reduction	£450.00
2	Mixed trees	Cut boundary shrubs and small trees (expect for mature Ash, Maple and Hornbeam) to waist height to maximize light and reduce overhang. cut lower lateral growth on mature trees back to trunk (no height reduction) Pink Line on photo attached	£1,250.00
1	Mixed trees	Cut hedges from entrance of field to the back of no.16 to waist height Mature Ash near house, remove to trunk lateral branches to a height of the gutter	£650.00

Total Value: £2,350.00
VAT (20%): £470.00
Total Inc VAT: £2,820.00

Shire Trees Limited

Company Registration: 10546603
Vat Number: 259613774
Registered Address: 1a Trigg Way, Melbourn, Royston, SG8 6HX

Alex Coxall
Melbourn Parish Council
Melbourn Community Hub 30 High Street
Melbourn
Cambridgeshire
SG8 6DZ

Quotation from:
Claire Brickell
01536 295 403
team5@wicksteed.co.uk

Date: 03/08/2023
Valid to: 14/07/2023

Thank you for your interest in our products and services, we are pleased to present the details of our quote which you can find below.

Please note the following:

Our approximate lead time is 6-8 weeks upon receipt of order.

Code	Description	Unit	Qty	Total
Maintenance	Labour to carry out the repair work using the following parts at Clear Crescent Play Area, Melbourn, SG8 6JD	£2,376.00	1.0	£2,376.00
Cableway:-				
5082-330	Button Seat and Chain Assembly - cableway only	£233.20	1.0	£233.20
2900-107	Cableway Trolley Finger Plate	£18.15	2.0	£36.30
2903-028	Brake Block (Cableway)	£18.15	2.0	£36.30
8731	Timber B post for Cableway	£333.33	1.0	£333.33
Mirror Panel parts:-				
3711-002	Aluminium End Cap For Fantasy Fun Run	£13.31	1.0	£13.31
2171-115	M8 X 12 Cone Point Set Screw	£1.09	1.0	£1.09
Cradle seat:-				
2191-010	M10 Binx Nut	£1.09	8.0	£8.72
Make it rain panel:-				
Cap for panel being supplied free of charge:-				
Train station shelf:-				
FRPSSTN-SHELF	Train station shelf and fixings	£114.71	1.0	£114.71
Log Stockade & Embankment slide log:-				
MRAD091503	P-GRDRAD900x150	£41.93	1.0	£41.93
MRAD302003	P-GRDRAD3000x200	£248.51	1.0	£248.51
SubTotal				£3,443.40

Notes: **E&oe.** Images are indicative. Colours shown are subject to change.

Total excluding VAT

£3,443.40

Should you require additional support please don't hesitate to contact us.



Terms & Conditions of Sale

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

"Business Day" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Commencement Date" has the meaning given in clause 2.2.

"Company" Wicksteed Leisure Limited registered in England and Wales with company number 00603152.

"Company Materials" has the meaning given in clause 9.1.7.

"Conditions" these terms and conditions as amended from time to time.

"Contract" the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"Consents" has the meaning given in clause 9.1.6.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

"Customer" the person or firm who purchases the Goods and/or Services from the Company.

"Customer Default" has the meaning given in clause 9.2.

"Customer Premises" has the meaning given in clause 9.1.3.

"Delivery Location" has the meaning given in clause 4.1.

"Force Majeure Event" has the meaning given to it in clause 16.

"Goods" the goods (or any part of them) set out in the Order.

"Goods Specification" any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Company.

"Guarantees" has the meaning given in clause 5.1.

"Guarantee Period" has the meaning given in clause 5.1.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

"Post-Installation Service" an inspection service undertaken by the Company (or by its third party agents and contractors) pursuant to the Order under which the Company (or its third party agents and contractors) will inspect Goods which were previously installed by the Company as more particularly described in clause 8.

"Practical Completion" shall mean, in respect of the supply and installation of Goods, when installation of the Goods has been completed by the Company for all practical purposes and neither the existence nor the execution of any minor outstanding works would affect the use of the Goods.

"Inspection Service" an annual visual inspection service of playground (or other outdoor leisure) equipment undertaken by the Company pursuant to the Order under which the Company will inspect the Goods as more particularly described in clause 8.

"Services" any services to be supplied by the Company to the Customer under the Contract including without limitation any design services relating to any Goods purchased by the Customer, any installation services relating to any Goods purchased by the Customer, the Inspection Service and the Post-Installation Service.

"Service Specification" the description or scope of the Services which the Company will perform or provide as confirmed by the Company to the Customer.

1.2 Rules of interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** does not include or email.



2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. **Goods**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer (including any designs, measurements or drawings provided by the Customer or its employee, agents or contractors) the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

4. **Delivery of Goods**

- 4.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Furthermore the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.4.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- 4.4.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In circumstances where the Company has stored goods because of a failure by the Customer to take delivery of the goods pursuant to clause 4.4.2 or where the Customer has requested the Company to delay delivery, then the Company shall be entitled to charge the Customer for any reasonable costs and expenses which it incurs in remedying any wear and tear or defects to the Goods sustained as a result of such additional storage.
- 4.6 If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. **Quality of Goods**

- 5.1 The Company will provide its customers with product guarantees which are applicable to, and are dependent on, the type of Goods purchased (the **Guarantees** and each a **Guarantee**). Additional terms and conditions applicable to the Guarantees (which are incorporated into the Contract) can be found appended to this document, including the period for which each Guarantee shall remain in force (**Guarantee Period**).
- 5.2 In order to make a claim under a Guarantee the Customer must:
- 5.2.1 give notice in writing to the Company during the Guarantee Period as soon as possible following discovery of the circumstances giving rise to the claim setting out in reasonable detail the basis of the claim and how the Goods do not conform with the relevant Guarantee;
- 5.2.2 give the Company a reasonable opportunity of examining such Goods; and
- 5.2.3 (if asked to do so by the Company) return such Goods to the Company's place of business at the Customer's cost.
- 5.3 The Guarantees extend only to defects in materials and the Company's liability under the Guarantees is limited to the repair or replacement of defective Goods, at the Company's discretion.
- 5.4 The Company shall not be liable for the Goods' failure to comply with the Guarantees if:
- 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.4.3 the defect arises as a result of the Company following any drawing, design, measurement or Goods Specification supplied by the Customer;
- 5.4.4 the Customer alters or repairs such Goods without the written consent of the Company;
- 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;



- 5.4.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- 5.4.7 the Customer is otherwise in breach of the Contract.
- 5.5 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the Guarantees.
- 5.6 Where the Goods supplied and installed include natural living products such as turf, grass seed or other vegetation the Customer shall take all reasonable steps following installation to maintain and nourish such products (including but not limited to appropriate watering). The Company shall have no liability to the Customer where natural living products have perished or failed to cultivate owing to any breach by the Customer of this provision.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company pursuant to clause 5.3.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- 6.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
- 6.3.5 give the Company such information as the Company may reasonably require from time to time relating to the Goods.
- 7. Supply of Services**
- 7.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.3 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 7.5 Upon Practical Completion of the Services, the Company shall confirm this to the Customer and the Customer shall provide a written acknowledgement that the Services have been provided in accordance with the Contract (**Completion Acceptance**). Such Completion Acceptance will be deemed to have been given by the Customer, if the Customer has not issued it within 10 Business Days of completion and the Services have been provided by the Company to its reasonable satisfaction.
- 8. Inspection Service and Post-Installation Service**
- General
- 8.1 This clause 8 shall apply where the Contract includes an Inspection Service or a Post-Installation Service.
- 8.2 Where the Customer has engaged the Company to provide an Inspection Service or a Post-Installation Service in respect of Goods supplied and installed by the Company this shall in no way diminish or reduce the obligation on the Customer to follow any oral or written instructions of the Company as to the storage, installation, commissioning, use or maintenance of such Goods.
- 8.3 These Conditions shall apply to the completion of the Inspection Service or a Post-Installation Service including specifically clauses 7, 9, 10, and 13.
- Inspection Service
- 8.4 The Customer acknowledges that the Inspection Service is a physical visual inspection which is non-dismantling, non-destructive and does not include any structural, toxicology or impact assessment. Further information and additional applicable terms relating to the Inspection Service (which are incorporated into the Contract) can be found here:
<https://wicksteed.co.uk/what-we-do/playground-inspection/> and
<https://wicksteed.co.uk/wp-content/uploads/2016/09/Guide-to-inspection-2019.pdf>
- 8.5 The price for the Inspection Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 8.6 The Company will provide the Customer with a report detailing the results of the Inspection Service including any recommendations for remedial works. The price payable by the Customer for the Inspection Service shall not include or extend to any such remedial works or repairs or replacement parts which the Customer will need to arrange with the Company separately.
- Post-Installation Service
- 8.7 Further information and additional applicable terms relating to the Post-Installation Service (which are incorporated into the Contract) including the scope of the service is available on request from sales@wicksteed.co.uk or by calling +44(0)1536 517028.
- 8.8 The price for the Post-Installation Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 9. Customer's obligations**
- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides towards or in the Service Specification and the Goods Specification are complete and accurate;
- 9.1.2 co-operate with the Company in all matters relating to the Services;
- 9.1.3 provide the Company, its employees, agents and contractors, with access to the Delivery Location and any other part of the Customer's premises, office accommodation and other facilities as reasonably required by the Company to deliver the Goods and/or provide the Services (**Customer Premises**);



- 9.1.4 to the extent required, prepare the Customer Premises for the supply of the Services and ensure that the Customer Premises are safe and secure at all times whilst the Company (including its employees, agents or contractors) are present;
- 9.1.5 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.6 obtain and maintain all necessary licences, permissions and consents including for the avoidance of doubt all necessary planning permissions (**Consents**) which may be required for the Services before the date on which the Services are to start and if so requested supply copies of such Consents to the Company;
- 9.1.7 keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer Premises in safe custody at its own risk (except in cases where we have expressly agreed in writing to put in place arrangements for securing any materials, equipment or property), and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- 9.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 9.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 10. Charges and payment**
- 10.1 The price for the Goods:
- 10.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery; and
- 10.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 10.2 The charges for the Services:
- 10.2.1 shall be the price set out in the Order; and
- 10.2.2 the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 10.3 The Customer is responsible for providing the Company with all such adequate and accurate information as the Company may reasonably require in order to supply the Goods and/or Services. The Company reserves the right to increase the price of the Goods or the Services, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods or the Services to the Company that is due to:
- 10.3.1 any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, shipping and other manufacturing costs);
- 10.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification;
- 10.3.3 any request by the Customer to change the Goods Specification;
- 10.3.4 any request made by the Customer for the Company to pause or suspend its performance of its obligations or its delivery of the Goods or the Services;
- 10.3.5 any delay caused by any instructions of the Customer in respect of the Goods;
- 10.3.6 any delay or failure of the Customer to give the Company adequate or accurate information or full instructions in respect of the Goods.
- 10.4 In respect of Goods, the Company shall invoice the Customer on or at any time after despatch of the Goods from the Company's premises. In respect of Services, unless otherwise specified by the Company, the Company shall invoice the Customer on Practical Completion of the Services.
- 10.5 The Customer shall pay each invoice submitted by the Company:
- 10.5.1 within 28 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
- 10.5.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 14, the Customer reserves the right to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will be charged in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Company reserves the right to also charge the Customer a fixed sum for the cost of recovering the late payment in accordance with its rights under such act.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. Intellectual property rights**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 11.2 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.



12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Limitation of liability

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 13.2.1 death or personal injury caused by negligence;
- 13.2.2 fraud or fraudulent misrepresentation;
- 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 13.2.4 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.2, the Company's total liability to the Customer shall not exceed the price paid by the Customer for the Goods and/or Services provided under the Contract.
- 13.4 Subject to clause 13.2, this clause sets out the types of loss that are wholly excluded:
- 13.4.1 loss of profits;
- 13.4.2 loss of sales or business;
- 13.4.3 loss of agreements or contracts;
- 13.4.4 loss of anticipated savings;
- 13.4.5 loss of use or corruption of software, data or information;
- 13.4.6 loss of or damage to goodwill; and
- 13.4.7 indirect or consequential loss.
- 13.5 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 14.2.2 there is a change of Control of the Customer.
- 14.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if:
- 14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 14.3.2 the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; or
- 14.3.3 the Company reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination

- 15.1 On termination of the Contract:
- 15.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.1.2 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.



- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 16. Force majeure**
- Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months the party not affected may terminate the Contract by giving 21 days' written notice to the affected party.
- 17. General**
- 17.1 Assignment and other dealings**
- 17.1.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 17.2 Notices.**
- 17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.6 Entire agreement.**
- 17.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Scout storage hut – Old Rec

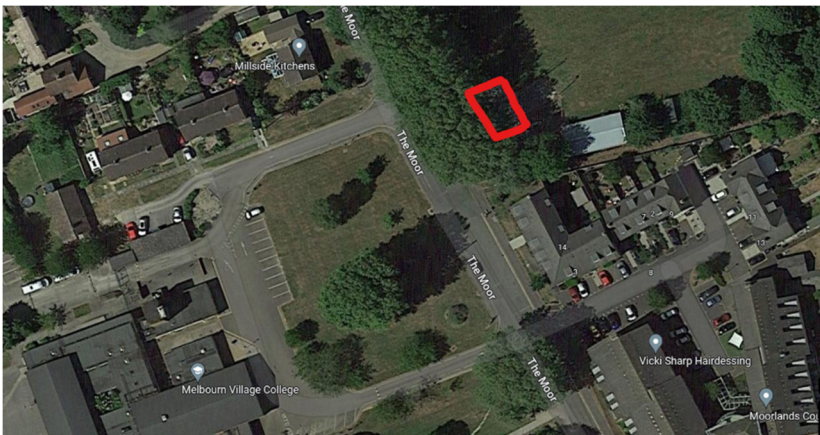
Response to questions from Full Council item PC108 23a)

- **Confirmation of size of building**

The building is intended to occupy the existing concrete pad and is currently designed to have a 15m x 6m in footprint with an apex height of ~4.4m - please see the attached draft drawings.

- **Confirmation of placement of building on site**

The building would be build on the existing concrete pad which is adjacent to the Cadet Hut on the Old Rec as outlined in red below



- **Confirmation of material to be used**

This is subject to change as we go through the design and engineering process but it is intended to build using materials that are robust and low maintenance. As you will see in the attached drawings, the external construction consists of a supporting brick plinth with an insulated, corrugated metal superstructure which will sit atop an internal timber frame.

- **Final ownership, insurance etc of building – would ownership fall to the Parish Council etc?**

It is intended that 1st Orwell Scout Group will own and insure the building - however, if the Council wishes to purchase and own the building then I am sure we would not object!

I would be more than happy to answer any questions that the Council has about this project, either by email or in person.

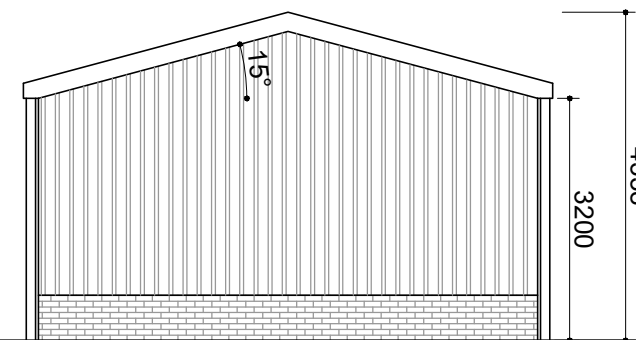
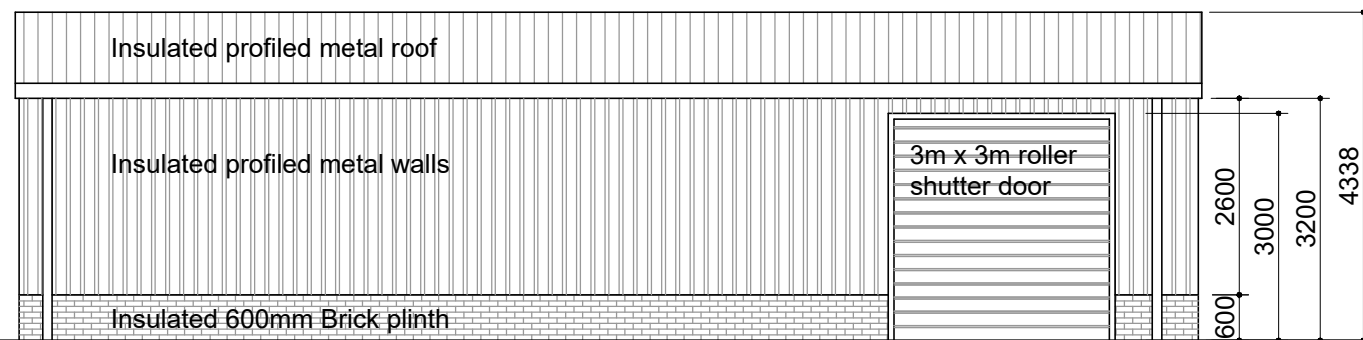
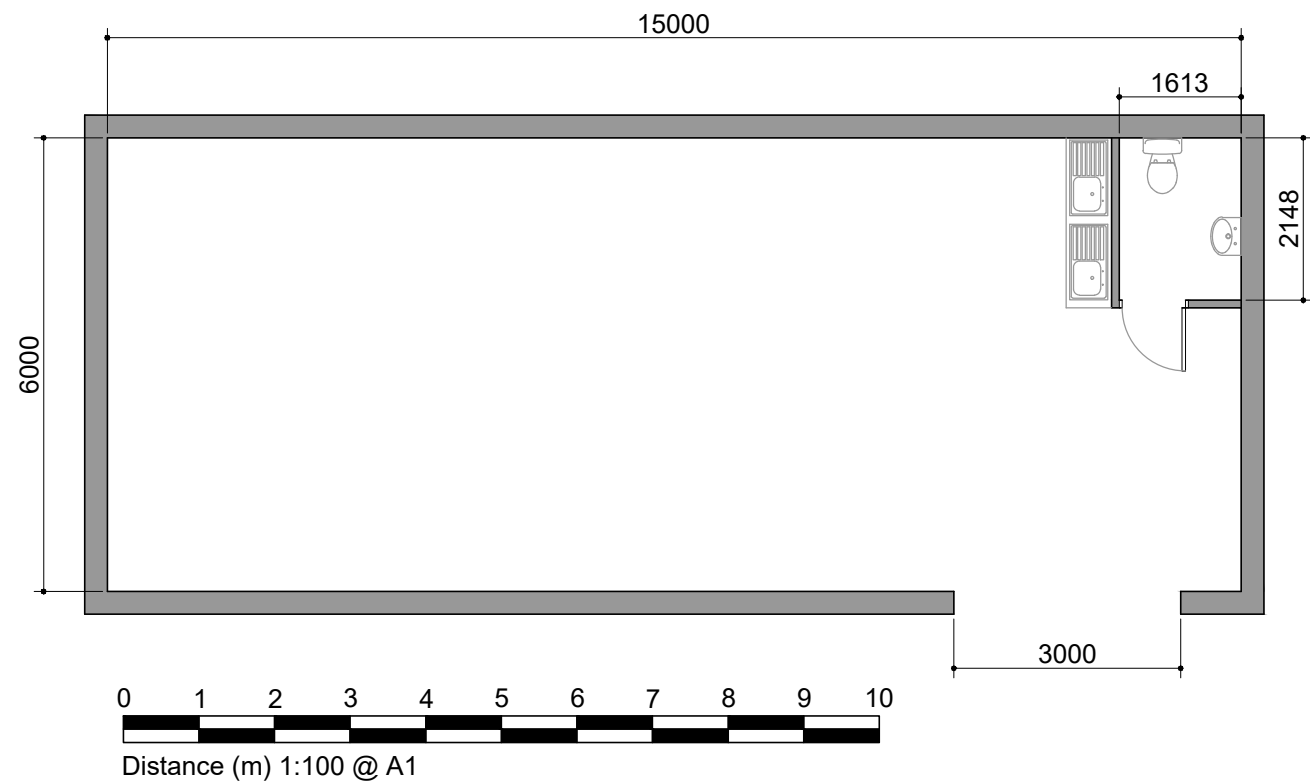
Email received from 1st Orwell Scout Group, 16 November 2023

This scheme is subject to Town Planning and all other necessary consents. Dimensions, areas and levels where given are only approximate and subject to site survey. All dimensions are to be checked on site, do not scale. This drawing is to be read in conjunction with all relevant consultants' and/or specialists' drawings / documents and any discrepancies or variations are to be notified to the architects before the affected work commences. All queries relating to design of foundations, floor slabs and any structural elements are to be referred to the structural engineering consultant for resolution. All feasibility studies are subject to full site survey.

The workmanship of all relevant trades and building operations shall comply with the recommendations of British Standard (BS) 8000:1989 parts 1-15 inclusive.

All design and construction is to be in accordance with the Construction, Design and Management Regulations 2015.

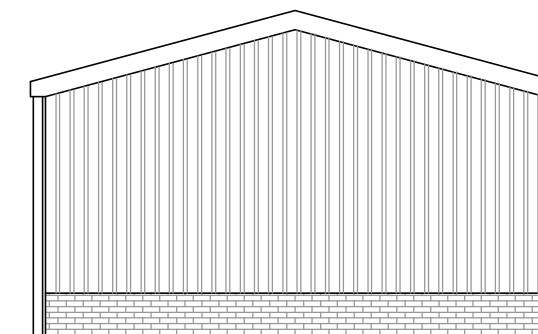
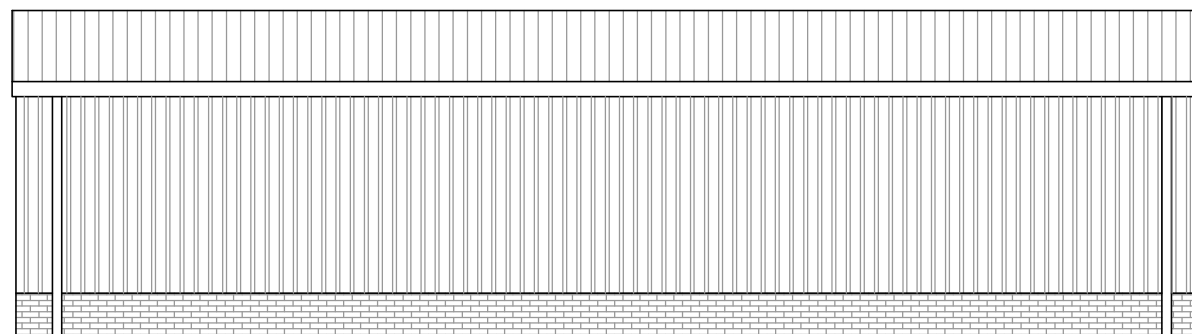
Existing buildings remain unsurveyed.



Revisions:

PRELIMINARY

client	
project Melbourn Scout Storage Hut	
address	
drawing	
drwg no.	rev
scale 1:100 @ A3	date Nov '23



Correspondence with HCR Hewitsons re strategic green buffer off New Road

Cllrs Clark and Kilmurray have reviewed the report and TP1 and have concerns re a number of issues – most issues raised have been addressed by Hewitsons and accepted as satisfactory responses.

The following issues are still areas of concern and require discussion before any documentation is signed.

Concerns are that we could be required to sell back the sections of the land for the fee of £1.00 at any point in the future.

3 November Approached Hewitsons re queries regarding a number of issues with the Strategic Green Buffer as laid out in a report dated 25 August 2023 and the TP1 (Transfer of part of registered title(s))

10 November Relevant responses for discussion:

Question from Parish

Report ref: 5.2 The Property is subject to the following Incumbrances:

Rights to connect any roadway with the "Future Access Corridor" being the 15 metre wide strip of land coloured green and hatched red on the plan extracted below.



The 'Future Access Corridor' (FAC) is referred to and referenced in the report under points 5.2 but does not appear on any of the plans or references in the TP1 – therefore the plan that is being approved in the TP1 does not show reference to the FAC. This was only picked up when we referred back to the report when reviewing the TP1. Council do not recall any mention of the FAC with Hopkins Homes. We would like to understand the impact this has on the SGB.

Response from Hewitsons

The Transfer dated 11 August 2017 (referred to at point 5 below) reserves rights in favour of the University over and along the Future Access Corridor and rights to connect into any roadway or

Correspondence with HCR Hewitsons re strategic green buffer off New Road

conduits constructed on the Future Access Corridor into the roadway to be constructed on the development site. This Transfer is noted on the registered title which is why it is not specifically referred to in the TP1 as the transfer to the Parish Council is subject to all title matters.

Question from Parish

Report ref: 5.4 Pursuant to a Transfer dated 11 August 2017 made between (1) The Master (or Keeper) and Fellows of Peterhouse in the University of Cambridge and (2) Hopkins Homes Limited, The Future Access Corridor together with the Visibility Splay Area shown tinted green and edged and cross hatched in red on the plan above is subject to an option in favour of The Master (or Keeper) and Fellows of Peterhouse in the University of Cambridge to acquire those parcels of land. At any time after the occupation of the 100th dwelling on the Developer's land the University of Cambridge may serve an option notice on the Parish Council to acquire the whole or any part of the Future Access Corridor and the Visibility Splay Area for the sum of £1. If such a notice is served, the Parish Council will be required to transfer the land to the University of Cambridge within 20 working days.

This covenant also causes the Parish Council concern. We have a policy to never sell land, we purchase when we can but we do not sell. There are also concerns that this would allow The Master to install a permanent roadway into the area from the surrounding land across the FAC.

Response from Hewitsons

Noted and agreed as the rights reserved to the University are to benefit its adjoining land to the south of the development and the property at 43-45 New Road. In replies to enquiries the developer confirmed that the Option is to remain and the SGB will be transferred subject to that Option which would need to be complied with if exercised (ie the Parish Council would not have the ability to refuse to transfer the land to the University).

As the disposal of land is of concern to you, would you consider proceeding with the FAC excluded from the transfer to the Parish Council? This would of course need to be agreed with the developer.

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: CB426864
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land on the north-east side of New Road, Melbourn, Royston The property is identified: <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: HOPKINS HOMES LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02875798 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: MELBOURN PARISH COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7 Transferee's intended address(es) for service for entry in the register:

30 High Street, Melbourn, Royston SG8 6DZ

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

£1.00 (ONE POUND)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12 **Definitions**

12.1 In this Transfer the following words and expressions shall have the following meanings:

"Estate" means all the land (except the Property) now or formerly invested in the Transferor under the Title Number above and any buildings on that land.

"Estate Sewers" means all main foul and surface water sewers now or within the perpetuity period constructed within the Estate or the Property that are intended to become public sewers.

“Planning Obligation” means the agreement made under s106 of the Town and Country Planning Act 1990 (as amended) dated 21st July 2016 between the Transferee (1) South Cambridgeshire District Council (2) Cambridgeshire County Council (3) The Master (or Keeper) and Fellows of Peterhouse in the University of Cambridge (4) and Endurance Estates Strategic Land Limited and shall include any amendment or variation of it so far as it affects the Estate and the Property.

“Plan” means the plan attached to this Transfer.

“Services” means all foul and surface water drainage (excluding the Estate Sewers) gas light water oil electricity telephone electronic transmissions and similar services.

“Service Installations” means all drains, channels, sewers (excluding the Estate Sewers) pipes, wires, cables, water courses, gutters, soakaways and other similar installations for the supply of the Services now on or constructed within the perpetuity period within the Estate or the Property.

“Sewer Easement” means the sewer easement route as shown coloured yellow on the Plan.

12.2 Interpretation

1. Reference to the “Transferor” and the “Transferee” will be deemed to include their respective successors in title and assigns unless stated otherwise.
2. Words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body.
3. Clause headings shall not be taken into account for the purposes of construction or interpretation of this Transfer.

12.3 Declarations

The parties to this Transfer agree and declare:

- (a) the Property does not have any rights of light air other rights (other than as expressly provided by this Transfer) which would or might restrict or interfere with the way in which the Estate or any other adjoining land in which the Transferor has an interest or acquires such interest in the future can be used or developed.
- (b) except where specifically stated in this Transfer it is not intended that any term of this Transfer is enforceable by a third party under Section 1 of the Contract (Rights of Third Parties) Act 1999.
- (c) this Transfer is made pursuant to s9 of the Open Spaces Act 1906, s111 of the Local Government Act 1972 and s33 of the Local Government (Miscellaneous Provisions) Act 1982 and the agreement contained in the Planning Obligation.
- (d) the Property is sold subject to and with the benefit of existing encumbrances and rights contained or referred to in the Property and Charges Register of Title Number CB426864 in so far as the same are still

subsisting and are capable of being enforced and affect the Property.

12.4 **Rights reserved for the Estate**

The rights for the Transferor and all persons authorised by the Transferor (including where appropriate the drainage authority and service companies responsible for the supply of the Services) and owners of any parts of the Estate (in common with the Transferee):-

- (a) of retaining in place any building on the Estate now or within the perpetuity period constructed by the Transferor which protrude into the Property;
- (b) of support and protection of the Estate by the Property;
- (c) of entry upon the Property at all reasonable times upon giving reasonable notice (and at any time in an emergency) for the purposes of laying, connect into, inspecting, maintaining, repairing, and renewing buildings comprised in the Estate, the Service Installations and the Estate Sewers subject to making good any damage caused to the Property to the reasonable satisfaction of the Transferee;
- (d) to construct any buildings on the Estate to the boundaries of the Property (including the right to erect temporary scaffolding such that the eaves gutters downspouts foundations or other similar protrusions may protrude into the Property);
- (e) of entry upon the Property for the exercise of the above rights; and
- (f) to connect into and use the Estate Sewers (until they become maintainable at the public expense) and the Service Installations at the Property which serve the Estate, and which are in existence at the date of this transfer or are installed or constructed after the date of the transfer.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.5 **Rights granted for the benefit of the Property**

The rights for the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right):

- (a) to pass and repass with or without vehicles (but in the case of any footpath on foot only) at all times for all reasonable purposes connected with the use and occupation of the Property over and along any roadways and any footpaths which are now or may hereafter be constructed giving access to the Estate until they become maintainable at the public expense;
- (b) to subjacent and lateral support shelter and protection from the elements for the Property from the adjoining parts of the Estate; and
- (c) all such other rights, liberties, easements and quasi-easements as are necessary for the better use, occupation and development of the Property provided that such rights, liberties and easements shall where

applicable be in such position as shall be approved by the Transferor (such approval not to be unreasonably withheld or delayed) and shall not (subject to the proviso as aforesaid) interfere with the development of the land over which they are granted;

PROVIDED ALWAYS that none of the rights hereinbefore granted shall apply to or be exercised over any land comprising an electricity sub-station or similar installation.

Include words of covenant.

12.6 Restrictive covenants by the Transferee

1. With the object of affording the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor that it will at all times hereafter observe and perform such of the restrictive covenants (if any) referred to in the Charges Register of the said Title as relate to the Property hereby transferred and will keep the Transferor fully indemnified in respect of any future breach thereof.

2. The Transferee hereby covenants with the Transferor to the intent that this covenant shall benefit the remainder of the Estate now or formerly comprised in the above title and each and every part thereof to the intent so as to bind the Property into whosoever hands the same may come:-

(a) at its own expense to maintain the Property as open space in accordance with the powers granted to the Transferee by the Open Spaces Act 1906 to which this Transfer is inter alia made pursuant for the recreation and enjoyment of the public at large

(b) not to construct or erect or allow or suffer to be constructed or erected any building, road or other structure on the remainder of the Property, save for recreative structures that may be replaced from time to time

(c) not to use the Property other than as open space in accordance with the powers granted to the Transferee by the aforementioned Acts to which the Transfer is made pursuant

(d) not at any time to erect any building or part thereof or any structure whatsoever over the Sewer Easement.

Include words of covenant.

12.7 Restrictive covenants by the Transferor

NONE

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.8 Positive Covenant by the Transferee

The Transferee will upon request from the Transferor without delay grant to any statutory undertaker, or any service authority, rights to lay any Service Installations or the Estate Sewers in over or under the Property, such Service Installations or Estate Sewers being for the purpose of serving the Property and the Estate and to enter into any deeds required by any statutory undertaker or service authority including agreements under Section 38 of the Highways Act 1980 and Section 104 of the Water Industries Act 1991.

12.9 **Positive Covenants by the Transferor**

The Transferor covenants with the Transferee that it will on the date hereof pay to the Transferee the sum of Fifty Thousand Pounds (£50,000.00) in respect of the future maintenance of the grassed areas, paved areas, play areas, trees, hedges, shrubs and knee rail fencing on the Property and the Transferee acknowledges that upon payment of this sum the obligations under the Planning Obligation so far as they relate to or affect the provision and dedication of the Property as public open space have been complied with.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

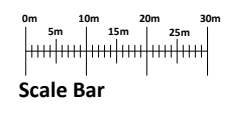
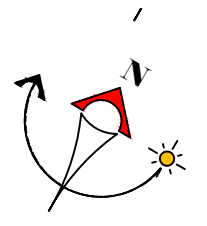
13	<p>Execution</p> <p>EXECUTED as a deed by) BIRKETTS) as attorney for) HOPKINS HOMES LIMITED)</p> <p>In the presence of:</p> <p>Attorney's signature:</p> <p>Designated Member of Birketts LLP, as attorney for Hopkins Homes Limited</p> <p>Witness' signature:</p> <p>Witness' name:</p> <p>Witness' address:</p> <p>Witness' occupation:</p> <p>EXECUTED as a DEED by MELBOURN PARISH COUNCIL acting by Councillor [] and Councillor [], as two authorised signatories on behalf of Melbourn Parish Council in the presence of the Clerk</p> <p>..... Councillor</p> <p>..... Councillor</p> <p>Clerk</p>
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WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



HOPKINS HOMES

Project:
DEVELOPMENT AT MELBOURN, NEW ROAD.

Category:
STRATEGIC GREEN BELT CONVEYANCE

Working Area	Date
1:1250 @ A3	Nov 2021
Contract No.	MEL9
Drawn By	001
Checked By	F

HOPKINS HOMES LTD
MELTON PARK HOUSE,
MELTON, WOODBRIDGE,
SUFFOLK, IP12 1TJ
TEL: 01394 446800, FAX: 01394 389605.

Dog Café's Oldest and youngest



Wellbeing Walkers



Cozy Corner Bowling



'Crafting' for fun and fundraising, stalls at the Hub and All Saints



Melbourn Timebank Report: November '23

November activities

1	Cam Sight Coordinator meeting at CC
1	ACRE Grant received
9	MACS Food Bank Sessions facilitated by Timebank
7	Household Support Fund applications processed
9	MACS Cozy Corner sessions facilitated by Timebank
1	Memory Café
1	Christmas Market @ Science Park, Free drink & food tickets distributed
1	'Soup and a roll' lunch at CC -13 attendees
2	MACS Craft Stalls, The Hub & All Saints
1	MPS Firework Display – 2 volunteers
1	DanceAthon fundraiser

Membership growth data: to 22 /11/23

	Oct	Nov	Conversion	Pipeline
Individual Members	132	132		4
Organisational Members	18	18		1

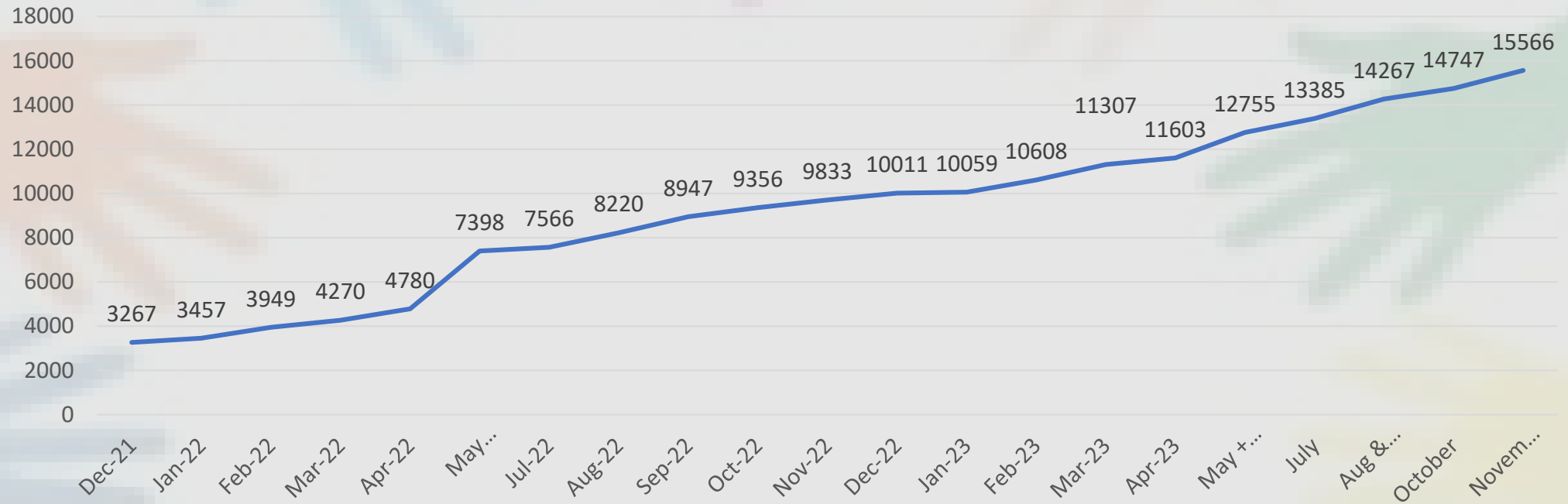
Social Media Engagement Statistics: Facebook

Maximum Reach	Followers	Post Engagement
2187	472	242

On-going weekly activities

Mondays	Food Bank 10-12 - Cozy Corner with Craft Corner 12-3
Tuesdays	Dog Café 10-12 🐕
Wednesdays	Wellbeing Walk 10.30 👤♀
Thursdays	Coffee Morning at the Dolphin and Food Bank 10-12 Cozy Corner 12-3.00

Total Hours Exchanged To Date



AOB and forthcoming events

Trusted Partner status awarded

MPC Grant application for **MACS**

ACRE 50% of grant offer received for **Cozy Corner**

Breakfast support for MVC Students commenced

Hot meals commenced 20th November at VC

Christmas lunches arranged for December 11th and 13th

Youth Arts Project

MACS www.melbournfoodbank.co.uk  melbournactioncommunitysupport



THE CONNECTIONS BUS PROJECT

NEWSLETTER
AUTUMN 2023

Currently visiting 9 villages on our youth buses, 6 building based youth clubs and a babysitting course - we are busier than ever!

Visit our website to read more about our vision; who we work with; why our Charity is so successful; how you can get involved; learn about the wide-variety of projects that we run. You may just want to come and work with us - as a youth worker, as a volunteer, as a bus driver, or as a Trustee. We'd love to 'welcome you on board'!

www.connectionsbusproject.org.uk



DENNIS & OLLIE,
our trusted buses

Youth Club Timetable

- Histon Junior Youth Zone- Mondays 3:30-5pm
- Eversdens Youth Bus – Mondays 4-6pm
- Oakington Youth Bus – Mondays 7-9pm
- Histon Babysitting Course - Tuesdays 4-5.30pm
- Orchard Park Youth Zone – Tuesdays 6:30-8pm
- Girton Youth Zone – Tuesdays 7-8:30pm
- Sawtry Youth Zone – Tuesdays 7-9pm
- Melbourn Youth Bus – Tuesdays 7-9pm
- Haslingfield Youth Bus – Wednesdays 4-6pm
- Willingham Youth Zone – Wednesdays 7-8:30pm
- Trumpington Youth Bus – Wednesdays 7-8:30pm
- Milton Youth Zone – Thursdays 6:30-8pm
- Cottenham Youth Bus – Thursdays 7-9pm
- Warboys Youth Bus – Fridays 6:30-8:30pm

Activities enjoyed at our projects include:
pitta bread pizza; table tennis; football; plate decorating; jewellery making; weekly quizzes; circus skills; uno; monopoly; twister; connect 4; biscuit decorating; fantasy film; fork biscuits; encaustic art; sand art; shrinkles; tile painting; pom pom making and trinket boxes.

CONVERSATION TOPICS:

relationships; school; home life; money; bullying; social media; sending nudes; vaping; uniform strictness; accessing condoms; music; smoking; family; safe sex; the police; fairness/unfairness with the law; ASB; homework; GCSE choices; trust; safety; knife crime; tv; computer games

HOW MANY YOUNG PEOPLE WE HAVE WORKED WITH SINCE JANUARY 2023:

Milton 41	Haslingfield 50
Willingham 59	Little Paxton 40
Sawtry 55	Northstowe 69
Girton 28	Oakington 46
Histon 141	Trumpington Meadows 55
Orchard Park 39	Warboys 84
Cottenham 125	Melbourne 60
Eversden 18	Babysitting 45



BABYSITTING COURSE WITH FIRST AID TRAINING

Our 10-week babysitting course teaches young people to be safe and confident babysitters. Courses can take place in person, or online. Get in touch if you'd like to book a course in your area.



SURVEY RESULTS

- 100% of young people said they enjoyed coming to our clubs
- 77% said that attending improved their mental health and wellbeing
- 96% agreed that youth workers are approachable and easy to talk to
- 27% said they had safely talked to the workers about personal issues
- 82% said talking to the workers helped them
- 97% agreed that they feel safe in our clubs

YOUTH VOICE

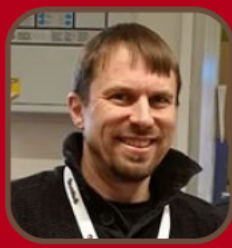
'I look forward to coming here every week and loved looking at activities and games we could play'
Ivy, The Babysitting Course

'It's great to meet with my friends and hang out - love cooking fork biscuits!'
Emma, Youth Club

TRUSTEES

We are seeking a new trustee to join our Management Committee. Meeting formerly, 4 times a year, you will be supporting our charity to continue our quest to provide high quality youth work across Cambridgeshire. Our ideal candidate would have enthusiasm, independent judgement and strategic vision. Please see our website for further details.

MEET OUR TEAM:



Alan Webb - Full-time Manager
Contact: [Redacted]
admin@connectionsbusproject.org.uk



Andrea Cowley: Part-time Assistant Manager
Contact: [Redacted]



Youth Worker Spotlight



Ayse works at Milton and Orchard Park: I wanted to give back to my community, inspiring and empowering the youth of today, providing them with a safe space to grow and thrive. . The joy in their smiles is my greatest reward and energizes my spirit, reminding me that the future is bright when we invest in our youth.

Our team is made up of teachers, scientists, TAs, University Administrators, a Sheltered Housing Manager, gardener, children entertainer, police officer, social worker, tennis coach, students, nurse and the retired. This provides young people with a wealth of knowledge, interests and experiences to draw on for support and guidance. Over 20 youth workers - on zero hour contracts. Each staff member is assigned to at least one project to ensure young people are able to build a rapport with them and seek support.

Our work is largely funded by local Parish Councils. However, with the popularity and need for our projects to expand, to reach more young people, we rely on donations and fundraising efforts from you too.

To donate visit our website:

WWW.CONNECTIONSBUSPROJECT.ORG.UK

6 NOVEMBER 2023

E01-23 | 2022/23 LOCAL GOVERNMENT SERVICES PAY AGREEMENT 2023

We have been informed by the Local Government Association that the National Joint Council for Local Government Services has reached agreement on rates of pay applicable from 1 April 2023 to 31 March 2024.

The new pay rates for local councils are attached and have been agreed with SLCC and ALCC.

Employers are encouraged to implement this pay award as swiftly as possible.

For all spinal points to 43 the agreed award was a flat rate payment of £1,925. For scale points above that the award was 3.88%.

The Joint Council notes on backpay for employees who have left employment: "If requested by an ex-employee to do so, we recommend that employers should pay any monies due to that employee from 1 April 2023 to the employee's last day of employment. When salary arrears are paid to ex-employees who were in the LGPS, the employer must inform its local LGPS fund. Employers will need to amend the CARE and final pay figures (if the ex-employee has pre-April 2014 LGPS membership) accordingly. Further detail is provided in section 15 of the HR guide and the Backdated Pay Award FAQs, which are available on the employer resources section of www.lgpsregs.org.

Historically the calculation of hourly pay for local councils has been reached by dividing the annual salary by 52 weeks and then by 37 hours. This is different from the recommendation of the Joint Council which calculates hourly rates by dividing annual salary by 52.143 weeks (which is 365 days divided by 7) and then divided by 37 hours (the standard working week). This marginal difference causes some confusion, and it is intended that next year we shall move to the approach recommended by the National Joint Council.

NALC continues to be disappointed that the annual settlement has been delayed for reasons outside the Association's control.

	1 April 2023		Scale Ranges
SCP	£ per annum	* £ per hour	Based on SCP
2	£22,366	£11.62	Below LC Scale (for staff other than clerks)
3	£22,737	£11.82	
4	£23,114	£12.01	
5	£23,500	£12.21	
5	£23,500	£12.21	LC1 (5-6) (below substantive range)
6	£23,893	£12.42	LC1 (7-12) (substantive benchmark range)
7	£24,294	£12.63	
8	£24,702	£12.84	
9	£25,119	£13.06	
10	£25,545	£13.28	
11	£25,979	£13.50	
12	£26,421	£13.73	LC1 (13-17) (above substantive range)
13	£26,873	£13.97	
14	£27,334	£14.21	
15	£27,803	£14.45	
16	£28,282	£14.70	LC2 (18-23) (below substantive range)
17	£28,770	£14.95	
18	£29,269	£15.21	
19	£29,777	£15.48	
20	£30,296	£15.75	
21	£30,825	£16.02	
22	£31,364	£16.30	LC2 (24-28) (substantive benchmark range)
23	£32,076	£16.67	
24	£33,024	£17.16	
25	£33,945	£17.64	
26	£34,834	£18.10	
27	£35,745	£18.58	
28	£36,648	£19.05	

	1 April 2023		Scale Ranges
SCP	£ per annum	* £ per hour	Based on SCP
29	£37,336	£19.41	LC2 (29-32) (above substantive benchmark range)
30	£38,223	£19.87	
31	£39,186	£20.37	
32	£40,221	£20.90	
33	£41,418	£21.53	LC3 (33-36) (below substantive range)
34	£42,403	£22.04	
35	£43,421	£22.57	
36	£44,428	£23.09	
37	£45,441	£23.62	LC3 (37-41) (substantive benchmark range)
38	£46,464	£24.15	
39	£47,420	£24.65	
40	£48,474	£25.19	
41	£49,498	£25.73	
42	£50,512	£26.25	LC3 (42-45) (above substantive benchmark range)
43	£51,515	£26.77	
44	£52,752	£27.42	
45	£54,017	£28.08	
46	£55,325	£28.76	LC4 (46-49) (below substantive range)
47	£56,648	£29.44	
48	£57,854	£30.07	
49	£59,418	£30.88	
50	£60,856	£31.63	LC4 (50-54) (substantive benchmark range)
51	£62,323	£32.39	
52	£64,335	£33.44	
53	£66,341	£34.48	
54	£68,356	£35.53	

	1 April 2023		Scale Ranges
SCP	£ per annum	* £ per hour	Based on SCP
55	£70,385	£36.58	LC4 (55-62) (above substantive benchmark range)
56	£72,388	£37.62	
57	£74,417	£38.68	
58	£76,405	£39.71	
59	£78,290	£40.69	
60	£80,216	£41.69	
61	£82,188	£42.72	
62	£84,214	£43.77	

* Hourly Rates

As per the national agreement, hourly rates are calculated by dividing annual salary by 52 weeks and then by 37 hours. Please note that these hourly rates differ from those published by NJC for Principal Authorities as the calculation basis differs.

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MELBOURN PARISH COUNCIL

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 Review date: ~~October 2024~~ October 2023

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FINANCIAL RISK ASSESSMENT 2022 - 2023

Risk No.	Description (the risk is that...)	Impact (the impact on MPC would be...)	Likelihood Score (1-3)	Impact Score (1-3)	Risk Rating (High, Medium, Low)	Response (what actions have been taken/are in progress)
F1	Expenditure is incurred or grants awarded without proper legal authority	Potential for complaints, fines, qualified audit report	1	2	Low (2)	Qualified staff. Record of power under which grants are awarded is minuted.
F2	The PC has insufficient General Reserves so is at risk if precept is not paid on time	Inability to provide services or pay staff salaries and other contractual liabilities	1	3	Medium (3)	MPC holds 6 months of running costs in general reserve in line with its Reserves Policy.
F3	An adequate record of the Council's assets is not maintained	Potential theft or misappropriation of assets Assets could fall into disrepair. Assets may be inadequately insured	1	3	Medium (3)	Asset register in place, regularly updated and reviewed annually. Periodic inventory checks carried out. Insurance cover linked to asset register. Professional insurance valuation of buildings undertaken 2021 and repeated every 5 years.
F4	The PC has insufficient money ring-fenced in Asset Management Reserves	Assets could fall into disrepair. Potential H&S concerns as well as adverse service delivery and rental income impact.	2	3	High (6)	Full asset register in place. Ongoing maintenance spend requirements included in precept. MPC is building up the Asset Management Reserve and linking it to a professionally determined asset renewal programme. Maintenance Committee prioritise and monitor maintenance spend monthly.
F5	Cash is lost through theft/misappropriation	Funding shortfall Adverse publicity	1	1	Low (1)	Limited cash held and banked promptly. Controls over dealing with cash. Small petty cash float. Petty cash procedure. Fidelity Guarantee (insurance).

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FINANCIAL RISK ASSESSMENT 2022 - 2023

F6	Failure to ensure proper use of funds under S137	Total S137 expenditure could exceed statutory limit for MPC	1	1	Low (1)	Qualified Clerk. Powers for grant approvals minuted.
F7	Proper financial records are not kept	Inadequate understanding of financial position of the authority. Potential qualified audit.	1	3	Medium (3)	RFO in place. Regular finance reports submitted at meetings. Two internal audit visits per year.
F8	Poor Financial Management	MPC could run out of funds before the financial year end. Risk to service delivery.	1	3	Medium (3)	RFO in place. Regular budget progress reports/monitoring. Reserves of 6 mths running costs.
F9	Failure to set a precept within sound budgeting arrangements.	Inadequate funds to effectively carry out planned services. Unjustified precept charge to parishioners.	1	3	Medium (3)	RFO in place. Rigorous precept setting process followed. Adequacy of reserves considered when setting precept. Regular budget monitoring throughout the year.
F10	Failure to allow for impact of high inflation on precept	Inadequate budget to effectively carry our planned services	2	2	Medium (3)	Best estimate inflation built into precept. Draft precept reviewed by FGGC and MPC. Reserves in place.
F11	Failure to maintain an effective bank payments system	Loss of funds from bank due to staff error or fraud.	1	2	Low (2)	Controls in place over bank payments – proper separation of duties. All payments approved by council and minuted. Review of bank reconciliations by MPC member. Regular budget monitoring. Fidelity Guarantee (insurance)
F12	Loss of funds due to bank failure	Any funds above FSCS guarantee limit could be lost. Impact on ability to deliver services and projects and meet contractual payments.	1	3	Medium (3)	Investment policy in place. Guarantee limit of £85k per financial institution. Spread of investments among different financial institutions.

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FINANCIAL RISK ASSESSMENT 2022 - 2023

F13	Failure to collect income from customers	Funding shortfall which needs to be met from elsewhere.	1	1	Low (1)	Responsibility for collection of debts defined – separation of duties. Budget monitoring. Procedures to chase outstanding debts.
	Loss of tenant for Little Hands Nursery building	Funding shortfall which needs to be met from elsewhere.	1	3	Medium (3)	Longstanding tenant. Reserves of 6 months to cover any income shortfall.
F14	Claims will be made on insurance due to accidents in, on or around Council property (includes maintenance of public open spaces)	Failure in duty of care to parishioners Adverse publicity Increased insurance premiums	2	2	Medium (4)	Wardens regularly inspect and repair assets. Cllr inspections. Maintenance Committee oversees and monitors. Process over awarding of major Maintenance Contracts. Risk assessments carried out. Public Liability Insurance held.
F15	New employees in key officer roles	Loss of funds through staff error or fraud	1	2	Low (2)	Staff continuity in key officer roles. Recruitment processes and references. Separation of staff duties/RFO separate from Clerk. Internal controls in place over bank payments and cash handling. Staff training and performance reviews. Fidelity guarantee (insurance)
F16	Melbourn Community Hub Management Committee might not be able to make the Hub financially viable.	The Hub might need to be managed and run by MPC. Potential adverse impact on reserves and increase in precept	1	3	Medium (3)	MPC works closely with the Hub Management Group and several Cllrs are directors. Finance reports provided to MPC. Financial assistance via grant given by MPC.
F17	SCDC and CCC are unable to perform their delegated tasks and these get pushed down to Parish Council level	The Precept would need to be increased to enable MPC to carry out additional duties	2	3	High (6)	MPC works closely with its District and County Cllrs and should get warning of any proposed changes so that it can make appropriate plans. MPC must continue to do this (Action).

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FINANCIAL RISK ASSESSMENT 2022 - 2023

F18	Damage or loss by fire, weather or vandalism of Councils assets	Potential adverse service disruption and unbudgeted outlay for replacements/repairs	2	2	Medium (4)	Insurance policy is linked to MPC's asset register. Wardens and regular Maintenance Contractors report damage to assets. Asset inspections programme. Risk assessments and fire prevention measures in place.
F19	Lack of financial controls when appointing contractors and lack of monitoring of contractors following appointment	MPC may not get the best value from its contractors and may not get the service that it has paid for. Contractors may go out of business with an adverse impact on services.	2	2	Medium (4)	Policy for appointment & management of contractors. Policy includes financial checks. The Financial Regulations have controls around tender procedures and quotes. Maintenance Committee/Clerk monitors contractor performance.
F20	Inadequate financial controls around ordering goods and services	The Council may not get best value for goods and services and may commit to expenditure without the necessary budget being available	1	3	Medium (3)	Financial Regulations/Standing Orders detail procedures for authorisation of orders. It is potentially a disciplinary offence not to follow Financial Regulations. MPC policy for awarding contracts.
F21	Loss of Financial Records.	Inability to access financial information. Failure to meet statutory requirements regarding record keeping.	1	3	Medium (3)	Financial accounting system is on a cloud-based system that is backed up remotely. Computerised finance records are regularly backed up.
F22	Investments made by MPC lose money	The council would have to make the shortfall up from elsewhere	1	3	Medium (3)	Investment strategy in place – low risk investments made and reviewed annually.
F23	Inadequate controls over salaries and associated costs	Salaries paid incorrectly or fraudulently. Incorrect deductions made and potential fines by HMRC	1	2	Low (2)	HR Panel approve salary budget. Amendments to pay rates/hours are approved by HR/MPC. Signatories check salary amounts paid. Budget monitoring. Payroll software package used for deductions and returns to HMRC.

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FINANCIAL RISK ASSESSMENT 2022 - 2023

<u>F24</u>	<u>Failure or corruption of accounting software</u>	<u>Inability to access financial information, enter accounts and create reports</u>	<u>2</u>	<u>3</u>	<u>Medium (4)</u>	<u>Investigate alternative providers, reviewing service level agreements ensuring best coverage for MPC.</u>
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Likelihood Scores	Impact Scores	Risk Rating Scores (Likelihood x Impact)
Low (unlikely) = 1	Low (negligible) = 1	Low = 1,2
Medium (possible) = 2	Medium (moderate) = 2	Medium = 3, 4
High (highly likely) = 3	High (Severe) = 3	High = 6,9



Document Approval:

(Chair to Melbourn Parish Council)

Date of Parish Council meeting: ~~24 October 2022~~ 28 November 2023

Review Policy: *Every 12 months*

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MELBOURN PARISH COUNCIL

Doc. No. 6.01

Version 4

Review Date: ~~Oct 2023~~ Nov 2023

TERMS OF REFERENCE FOR THE FINANCE AND GOOD GOVERNANCE COMMITTEE

PURPOSE: To set out the rules by which this Committee of the Parish Council will work.

SCOPE: These rules are supplemental to, and do not in any way override, the Parish Council's Standing Orders &/or Financial Regulations.

1. Membership of the Finance and Good Governance Committee

- 1.1 There will be a maximum of 7 Members.
- 1.2 Membership of the committee will be as decided at the Annual Parish Council meeting each year. If the Chair and/or Vice Chair of the Council wish to attend the committee, they will do so in an *ex-officio* capacity.
- 1.3 The committee shall be subject to a quorum of one-third of its members or three councillors whichever is the greater.

2. Chair

- 2.1 The chair of the committee will be elected by the committee at the first meeting following the Annual General Meeting of the Parish Council, and reported back to the next full Council meeting.
- 2.2 The vice-chair of the committee will be elected by the committee at the first meeting following the Annual General Meeting of the Parish Council, and reported back to the next full Council meeting.

3. Conduct of Meetings

- 3.1 All meetings of the Finance and Good Governance Committee will be convened in accordance with the Parish Council's standing orders.
- 3.2 Meetings will be minuted by the Clerk or Assistant Clerk to the Council.

Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

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4. Powers of the Finance and Good Governance Committee

The committee shall be empowered to:

- 4.1 To propose the annual Precept to full Council, having considered any proposals put forward by other committees or Working Parties.
- 4.2 With the exception of those areas under the remit of the Maintenance Committee; to draft tender documents (following the Policy for Appointment and Management of Contractors and the Financial Regulations) and present to full Council.
- 4.3 To undertake an annual review of effectiveness of internal audit.
- 4.4 Consider how to increase the Council's income, including an annual review of all rents (including, but not limited to, those from the allotments and Littlehands) to be complete by the time of setting the Precept for the next year.
- 4.5 Investigate alternative funding sources such as grants.
- 4.6 Keep under review value for money in all areas of the Council's spend and make recommendations to Council about necessary changes.
- 4.7 Review according to the schedule those policies and procedures delegated to the committee by the full Council.
- 4.8 Review according to the schedule the risk register, financial risk assessments and any non-financial risk assessments delegated to it by full Council.
- 4.9 Review in conjunction with the Clerk the council's insurance arrangements, ensuring that the property and risks are adequately insured.
- 4.10 Review the Asset Register annually to ensure it is kept up-to-date.

Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

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Review Date: ~~Oct 2023~~ Nov 2023

4.13 To keep the Council's governance arrangements under review to ensure it continues to follow good practice.



Document Approval:

(Chair to Melbourn Parish Council)

~~Date of Parish Council meeting: 2428 November 2023-October 2022~~

Review Policy: Every 12 months

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Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

Financial Regulations [England]

(based on NALC Model Financial Regulations [England])

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These Financial Regulations were adopted by the Council at its Meeting held on 25 November 2019

1. GENERAL

- 1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders¹ and any individual financial regulations relating to contracts.
- 1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.
- 1.3. The council's accounting control systems must include measures:
 - for the timely production of accounts;
 - that provide for the safe and efficient safeguarding of public money;
 - to prevent and detect inaccuracy and fraud; and
 - identifying the duties of officers.
- 1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.
- 1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.
- 1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.
- 1.7. Members of Council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.
- 1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. The Clerk has been appointed as RFO for this council and these regulations will apply accordingly. The Financial Officer will assist and support the RFO.
- 1.9. The RFO;

¹ Model standing orders for councils are available in Local Councils Explained © 2013 National Association of Local Councils

- acts under the policy direction of the council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and accounting control systems;
 - ensures the accounting control systems are observed;
 - maintains the accounting records of the council up to date in accordance with proper practices;
 - assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
 - produces financial management information as required by the council.
- 1.10. 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, and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.
- 1.11. The accounting records determined by the RFO shall in particular contain:
- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
 - a record of the assets and liabilities of the council; and
 - wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.
- 1.12. The accounting control systems determined by the RFO shall include:
- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
 - procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
 - identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
 - procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the

approval of the RFO and that the approvals are shown in the accounting records; and

- measures to ensure that risk is properly managed.

1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:

- setting the final budget or the precept (council tax requirement);
- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- writing off bad debts;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations in any report from the internal or external auditors,

shall be a matter for the full council only.

1.14. In addition the council must:

- determine and keep under regular review the bank mandate for all council bank accounts;
- approve any grant or a single commitment in excess of £5,000; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC).

2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)

- 2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.
- 2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman or a cheque signatory (if practical) shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the council Or duly constituted Finance Committee.
- 2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.
- 2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.
- 2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.
- 2.6. The internal auditor shall:
 - be competent and independent of the financial operations of the council;
 - report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
 - to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
 - have no involvement in the financial decision making, management or control of the council.
- 2.7. Internal or external auditors may not under any circumstances:
 - perform any operational duties for the council;
 - initiate or approve accounting transactions; or

- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.
- 2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING

- 3.1. The Council shall review its three year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of December each year including any proposals for revising the forecast.
- 3.2. The RFO must each year, by no later than December, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the council.
- 3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.
- 3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.
- 3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

4. BUDGETARY CONTROL AND AUTHORITY TO SPEND

4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- the council for all items over £5,000 excluding VAT;
- a duly delegated committee of the council for items over £500 up to £5,000
- the Clerk, in conjunction with Chair of Council or Chair of the appropriate committee, for any items below £500. However, expenditure up to £1,000 may be authorised by the Clerk in circumstances outlined in 4.5 below.
- On items required for the Parish Office or to allow- them to carry out the functions of the parish office, the Clerk shall be allowed to spend up to **£200 excluding VAT** without prior approval of the Council.

• For items of budgeted expenditure on the Hub, the Clerk and Chair (provided the Chair is not director of the Hub Management Group) can authorise expenditure up to ~~£415,000~~. This provision relates to items requiring emergency action.

• ~~For items of expenditure relating to emergency maintenance which fall between £1000 and £5000 the Clerk will issue an email decision notice to all Parish Councillors (who are not Directors or Managers of the Hub Management Group) and subject to a majority approval authority will be granted to the Clerk to action payment of approved amount. relating to emergency maintenance, the Clerk and Chair up to £15,000 provided retrospective approval of full Council is obtained.~~

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• Such authority is to be evidenced by a minute, email or invoice duly signed by the Clerk, and where necessary also by the appropriate Chair.

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Contracts may not be disaggregated to avoid controls imposed by these regulations.

4.2. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').

4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.

4.4. The salary budgets are to be reviewed at least annually in November for the following financial year and such review shall be evidenced by an email confirming such review by the Chair of HR Panel. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

4.5. In cases of risk to the delivery of council services, the clerk may authorise revenue

expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £1,000. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.

- 4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.
- 4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.
- 4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of £500 or 15% of the budget.
- 4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS

- 5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.
- 5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to Full Parish Council. The council shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council or finance committee. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.
- 5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.
- 5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the

appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available council meeting.

- 5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:

- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee];
 - b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting Finance and General Committee or
 - c) Fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
- 5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of Finance and General.
- 5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.
- 5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.
- 5.9. Members 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 authorise 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.
- 5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible overtime.
- 5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be authorised by 2 Members.

6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS

- 6.1. The council will make safe and efficient arrangements for the making of its payments.
- 6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.
- 6.3. All payments shall be effected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council.
- 6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by two member[s] of council in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.
- 6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.
- 6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.
- 6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.
- 6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.
- 6.9. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

- 6.11. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be handed to and retained by the Chairman of Council in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.
- 6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.
- 6.13. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.
- 6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.
- 6.15. Where internet banking arrangements are made with any bank, the Clerk or RFO shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.
- 6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.
- 6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by the Clerk and a member. A programme of regular checks of standing data with suppliers will be followed.
- 6.18. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Council and are set out in the Policy and Procedure for Prepaid Debit Cards. Transactions and purchases made will be reported to the Council and authority for topping-up shall be at the discretion of the Clerk or RFO.
- 6.19. Any pre-paid debit card issued will be specifically restricted to the person or persons authorised to use it and will also be restricted to a single transaction maximum value of

£200 unless authorised in accordance with the Council's Policy and Procedure for Prepaid Debit Cards.

- 6.20. A corporate credit card in the name of Melbourn Parish Council will be specifically restricted to use by the Clerk and shall be subject to automatic payment in full at each month-end. The credit card limit will be £5,000, as set out in the Credit Card Policy and Procedure (document 4.35). Expenditure must be approved in advance by Council and shall be in accordance with the Council's Policy and Procedure for Credit Cards. Personal credit or debit cards of members or staff shall not be used under any circumstances.
- 6.21. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Receipts for payments made shall be forwarded to the RFO with a claim for reimbursement in accordance with the Policy and Procedure for Petty Cash.
- a) The RFO may maintain a petty cash float of up to £30 for the purpose of defraying operational and other expenses. Receipts for payments made from petty cash shall be kept to substantiate the payment. The maximum amount that can be repaid from petty cash is £10.
 - b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.
 - c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to council under 5.2 above.

7. PAYMENT OF SALARIES

- 7.1. 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, and salary rates shall be as agreed by council, or duly delegated committee.
- 7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.
- 7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the council.
- 7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record. This confidential record is not open to inspection or review (under the Freedom

of Information Act 2000 or otherwise) other than:

- a) by any councillor who can demonstrate a need to know;
 - b) by the internal auditor;
 - c) by the external auditor; or
 - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.
- 7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- 7.6. An effective system of personal performance management should be maintained for the senior officers.
- 7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.
- 7.8. Before employing interim staff the council must consider a full business case.

8. LOANS AND INVESTMENTS

- 8.1. All borrowings shall be effected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.
- 8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.
- 8.3. The council will arrange with the council's banks for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.
- 8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.
- 8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 8.6. All investments of money under the control of the council shall be in the name of the council.
- 8.7. All investment certificates and other documents relating thereto shall be retained in the

custody of the RFO.

- 8.8. Payments in respect of short term or long term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

9. INCOME

- 9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 9.2. 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 accounts due to the council.
- 9.3. The council will review all fees and charges at least annually, following a report of the Clerk.
- 9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.
- 9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.
- 9.6. The origin of each receipt shall be entered on the paying-in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the council.
- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.
- 9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.
- 9.10. Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting (see also Regulation 16 below).

10. ORDERS FOR WORK, GOODS AND SERVICES

- 10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of

orders shall be retained.

- 10.2. Order books shall be controlled by the RFO.
- 10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any *de minimis* provisions in Regulation 11.1 below.
- 10.4. A member may not issue an official order or make any contract on behalf of the council.
- 10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. CONTRACTS

- 11.1. Procedures as to contracts are laid down as follows:
 - a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. for the supply of gas, electricity, water, sewerage and telephone services;
 - ii. for specialist services such as are provided by solicitors, accountants, surveyors and planning consultants;
 - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
 - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
 - v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
 - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
 - b. Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 (“the Regulations”) which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations².
 - c. The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service

² The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts

contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)³.

- d. 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.
- e. Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post or email. Each tendering firm shall be invited to submit their tender in a marked sealed envelope and which shall remain sealed until the prescribed date for opening tenders for that contract. Tenders submitted by email should clearly state the specific reference and title of the tender in the email heading.
- f. All sealed tenders shall be opened by the Proper Officer, after the deadline for submission of tenders has passed, at a council or committee meeting at least one week before consideration by Councillors.
- g. Any invitation to tender issued under this regulation shall be subject to Standing Orders 18 c-f, ⁴ and shall refer to the terms of the Bribery Act 2010.
- h. When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall use their reasonable endeavours to obtain 3 quotations (priced descriptions of the proposed supply). If fewer than 3 tenders have been received by the deadline, the Chair of the Council or of the relevant Committee will consider extending the tender deadline as set out in Policy and Procedure for Procurement of Goods and Services (document 3.34) and Policy and Procedure for the Appointment of Contractors (document 4.22);
- i. where the value is below £3,000 and above £1,000 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
- i. The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- j. Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

³ Thresholds currently applicable are:

- a. For public supply and public service contracts 209,000 Euros (£164,176)
- b. For public works contracts 5,225,000 Euros (£4,104,394)

⁴ Based on NALC's model standing order 18d in Local Councils Explained © 2013 National Association of Local Councils

12. PAYMENTS UNDER CONTRACTS FOR BUILDING OR OTHER CONSTRUCTION WORKS (PUBLIC WORKS CONTRACTS)

- 12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).
- 12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.
- 12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

13. STORES AND EQUIPMENT

- 13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.
- 13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.
- 13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.
- 13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.

14. ASSETS, PROPERTIES AND ESTATES

- 14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.
- 14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £1,000.

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- 14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.
- 14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.
- 15. INSURANCE**
- 15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers.
- 15.2. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.
- 15.3. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.
- 15.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.
- 16. CHARITIES**
- 16.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or

independent examination as may be required by Charity Law or any Governing Document.

17. RISK MANAGEMENT

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

17.2. When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

18. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS

18.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. 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.

18.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.

19. GENERAL RESERVES

The Council shall hold General Reserves at a level which is consistent with its Reserves Policy (currently six months of annual expenditure). At such times as the Council's General Reserves are below this level, it shall take reasonable measures to build them back up to the recommended level. Such measures may include precepting for a contribution to the Council's General Reserve.



Document Approval:

(Chair to Melbourn Parish Council)

Date of Parish Council Meeting: ~~24 April 2023~~ **28 November 2023**

Document Review Policy: 1 Year from last approval