

MELBOURN PARISH COUNCIL – FINANCE AND GOOD GOVERNANCE COMMITTEE
(District of South Cambridgeshire)

A meeting of the Finance & Good Governance Committee held on Monday, 18 December 2023, at 19:30 in the Austen Room, Community Hub, 30 High Street, Melbourn, SG8 6DZ

Present: Cllrs Alexander, Campbell, Clark, Hart, Kanagarathnam (Chair), Kilmurray

Absent:

In attendance: Abigail Williams & Alexandra Coxall (Parish Clerks), Shelley Coulman (RFO)

FINANCE & GOOD GOVERNANCE COMMITTEE: MINUTES

Meeting started at 19.34

FG033/23 To receive and approve apologies for absence

None received.

It was noted that Cllr Kilmurray would arrive late.

Shelley Coulman, RFO, joined the meeting at 19.35

FG034/23 **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 interest was made by Cllr Clark in item FG042/23b – dispensation was granted to stay for the discussion but not to vote.

Cllr Kilmurray declared an interest in items related to the Hub finances – dispensation was granted to stay for the discussion. No votes were needed specifically about the Hub.

FG035/23 **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.

There were no members of the public in attendance.

FG036/23 **To approve the minutes of the Finance & Good Governance Committee Meeting held on 6 November 2023**

It was RESOLVED to approve the minutes of the Finance & Good Governance Committee Meeting held on 6 November 2023 as an accurate record.

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

FG037/23 **To report back on the minutes of the Finance & Good Governance Committee Meeting held on 6 November 2023**

It was noted that previous recommendation of approval of updated Financial Regulations FG031/23d) had been deferred by Full Council and new updates will be discussed as item FG043/23a).

FG038/23 **To review the Timetable for Recurring Agenda items**

It was noted that the timetable should reflect the update RESOLVED at the previous meeting item FG023/23 – September meeting should be moved to October.

FG039/23 **To note quarterly VAT refund of £5,297.85 received**

It was noted.

FG040/23 **To consider a review of Little Hands rent**

It was proposed that the rent be kept at £27,000 for the coming year.

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

FG041/23 **To consider charges for internal audit by CAPALC**

Charges for the internal audit by CAPALC were accepted.

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

FG042/23 **BUDGET 2024/25**

a) To consider approval of figures for installation and use of Rialtas finance system.

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

It was RESOLVED to recommend the installation of the Rialtas finance system to Full Council.

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

Cllr Kilmurray joined the meeting at 19.52

- b) To consider impact of long-term financial strategy report for Melbourn & District Warden Scheme on precept.

It was RESOLVED to propose to Full Council that we continue to precept £7,500 for Melbourn & District Warden Scheme and fund the additional required (£3,000) from the Parish via an application to the Community Grant Funding scheme each year.

Proposed by Cllr Hart, seconded by Cllr Campbell.

In favour: Cllrs Alexander, Campbell, Hart, Kanagarathnam, Kilmurray

Abstain: Cllr Clark

- c) To consider quotes for resurfacing project on Clear Crescent Play Park and include impact on precept.

It was discussed that funds should be taken from asset reserves for any work and it would be deferred to full council.

- d) To consider a draft estimate of income and expenditure for the forthcoming financial year for recommendation to full council.

Draft precept calculations were presented by the RFO and discussed, key points were:

- Income to remain at current levels.
- The maintenance costs for tree works are to be consolidated rather than spread across multiple budgets.
- Included in this years precept are the maintenance costs for the Moor Play parks as the new park will soon be out of warrantee.
- Insurance increases were discussed.
- Note was taken that maintenance contracts are due for review in 2024 and increase over the past 3 years should be taken into account, contracts going forward will take rising costs into account.

It was RESOLVED to recommend the draft budget for 2024/25 increased by 4.65% (£5.74 per band D household) to full Council.

Proposed by Cllr Kilmurray, seconded by Cllr Clark, all in favour.

FG043/23 Policies: To consider and review policies as per Policy Review Schedule

- a) To consider updates to Financial Regulations as per Hub agreement.

It was RESOLVED to recommend the updates to the Financial Regulations to Full Council.

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

FG044/23 To note date of next meeting: Monday 18 March 2024

The date of the next meeting was noted as Monday 18 March 2024.

Meeting closed 21.27

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

MELBOURN PARISH COUNCIL – FINANCE AND GOOD GOVERNANCE COMMITTEE
(District of South Cambridgeshire)

A meeting of the Finance & Good Governance Committee held on Monday, 6 November 2023, at 19:30 in the Austen Room, Community Hub, 30 High Street, Melbourn, SG8 6DZ

Present: Cllrs Kilmurray (Chair), Alexander, Clark, Campbell, Hart, Kanagarathnam

Absent:

In attendance: Abigail Williams & Alexandra Coxall (Parish Clerks), Shelley Coulman (RFO), Cllr Travis

FINANCE & GOOD GOVERNANCE COMMITTEE: MINUTES

Meeting started 19:31

- FG016/23** To receive nominations to elect a Chair for the Finance and Good Governance Committee
- Nominations were received to elect Cllr Kanagarathnam as Chair. Cllr Kilmurray stated that he was happy to chair this meeting.
- It was RESOLVED to elect Cllr Kanagarathnam as Chair.
- Proposed by Cllr Clark, seconded by Cllr Alexander. All in Favour.
- It was decided that Cllr Kilmurray would chair the meeting to allow Cllr Kanagarathnam to familiarise himself with the process.
- FG017/23** To receive nominations to elect a Vice Chair for the Finance and Good Governance Committee
- Nominations were received to elect Cllr Kilmurray as Vice Chair.
- It was RESOLVED to elect Cllr Kilmurray as Vice Chair.
- Proposed by Cllr Clark, seconded by Cllr Hart. All in Favour.
- FG018/23** To receive and approve apologies for absence
- None were received
- FG019/23** **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
- Cllr Kilmurray declared an interest at the meeting in agenda item FG029/23.
Dispensation was granted to stay but not vote.
- FG020/23** **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.
- Cllr Travis in attendance in his capacity as a Melbourn Hub director. It was agreed for agenda item FG029/23 be brought forward to the start before FG023/23.
- FG021/23** **To approve the minutes of the Finance & Good Governance Committee Meeting held on 19 June 2023**
- It was RESOLVED to approve the minutes for the Finance & Good Governance Committee Meeting held on 19 June 2023 as an accurate record.
- Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.
- FG022/23** **To report back on the minutes of the Finance & Good Governance Committee Meeting held on 19 June 2023**
- To note that the agreed date of next meeting of 18 September 2023 was postponed to 6 November 2023.
- FG029/23** **To discuss Melbourn Hub asset register and maintenance contracts**
- Chair was passed to Cllr Kanagarathnam for this item due to Cllr Kilmurray declaring an interest in this item.
- The hub asset register and service/maintenance contracts were discussed.
- No capital projects for the Hub are proposed for the next financial year.
- No intention to increase the licence fee (beyond the prescribed rise in January 2024).
- Suggestion to continue precepted amount as a Hub reserve as a standing commitment, which can be carried forwards in the event of an underspend.

Asset reserve can also be used as the Hub is a Parish Council building.

It was suggested that matters are discussed at a precept meeting.

Cllr Travis left the meeting at 19.48

FG023/23 To review the Timetable for Recurring Agenda items

RFO suggested moving the Finance and Good Governance September meeting to October.

It was RESOLVED to change the date of the F & GG September meeting to October

Proposed by Cllr Clark, Seconded by Cllr Hart. All in Favour

FG024/23 To note quarterly VAT return/refund

It was noted.

FG025/23 To note renewal of annual insurance premiums as approved 27 September 2023 (PC087/23f)

It was noted.

FG026/23 To review the burial fees

It was RESOLVED to leave the burial fees at the current rates.

Proposed by Cllr Campbell, Seconded by Cllr Kanagarathnam. All in Favour.

FG027/23 To discuss options for future grant funding

It was noted that there has been an increase in the amounts of money being sought by local projects.

It was suggested that if we wish to continue financing local groups, that we need reassess how we use the community grant funding money and look for alternative sources for the future.

Discussions ongoing.

FG028/23 To discuss items to be taken into consideration for precept

Inflation (currently at 6.7%)

Considerations of note include Little Hands car park, finance systems for office, maintenance contracts across Parish buildings, playground maintenance, weedkilling, possible LHI application.

It was reported that the Mobile Warden Scheme is no longer funded by SCDC.

FG030/23 To consider approval of upgrade to office IT infrastructure

It was RESOLVED to recommend approval to full council.

Proposed by Cllr Clark, Seconded by Cllr Alexander. All in favour.

FG031/23 Policies: To consider and review policies as per Policy Review Schedule

a) To consider updates to the Investment Strategy

RFO will send out recalculations for investment plan.

Edited Investment Strategy to be presented at December meeting.

b) To consider updates to the Financial Risk Assessment

It was RESOLVED to approve the edits to the Financial Risk Assessment

Proposed by Cllr Clark, Seconded by Cllr Kanagarathnam. All in favour.

c) To consider updates to the F&GG TOR

It was RESOLVED to leave the F&GG TOR as it currently is.

Proposed by Cllr Hart, Seconded by Cllr Campbell. All in favour.

d) To consider updates to Financial Regulations

It was noted that updates are coming for the model Financial Regulations.

It was RESOLVED to accept the updates suggested to the Financial Regulations.

Proposed by Cllr Clark, Seconded by Cllr Campbell. All in favour.

FG032/23 To note date of next meeting: Monday 18 December 2023

It was noted that the next meeting is Monday 18 December 2023.

Meeting closed at 20.36

Melbourn Parish Council – Finance and Good Governance Committee

Timetable for Recurring Agenda Item - Meeting dates Jan, Mar, Jun, Sept, Dec (additional meeting in Jan if extra time needed for Precept)

Task	Purpose	PC Meeting Deadline	FGGC meeting date
Election of Chair of FGGC	Statutory		Jun
Internal audit report – year end Not in TOR	Consideration of recommendations		Jun
Annual review of Allotment Fees	For recommendation to PC prior to allotment renewals	Jul	Jun
Annual review of Pavilion hire /match fees	For recommendation to PC	n/a	Jun
Policy reviews/risk assessments – per Policy Review Schedule	Review policies delegated to FGGC		Jun
VAT return/refund	Quarterly check that VAT return/refund has been made	n/a	Jun
Future grant funding	Discuss future grant funding for when there is no longer money from the Solar farm		Jun
Review of Insurance Arrangements	Recommendation to PC	Sept	Sept
Review of Financial Risk Assessment	Recommendation to PC		Sept
Annual Review of burial fees	Recommendation to PC		Sept
Review of FGGC terms of reference		Sept	Sept
Policy reviews/risk assessments – per Policy Review Schedule	Review policies delegated to FGGC		Sept
VAT return/refund	Quarterly check that VAT return/refund has been made	n/a	Sept
Policy reviews – investment strategy	Recommendation to PC	Sept (review 6 monthly)	Sept
Review of draft Precept for proposal to Parish Council	Recommendation to PC	Mid Jan	Dec
Internal audit report – interim Not in TOR	Consideration of recommendations	Jan	Dec
Annual Review of Effectiveness of Internal Audit		Jan	Dec
Policy reviews/risk assessments – per Policy Review Schedule	Review policies delegated to FGGC	n/a	Dec
Annual review of Littlehands rent	For recommendation to PC in Jan and to allow Littlehands time to budget for changes in rental	By rent review date	Dec
VAT return/refund	Quarterly check that VAT return/refund has been made	n/a	Dec
Publication of information - Transparency Code 2015	Update statutory information	Jan	Dec
Annual Review of Effectiveness of Internal Controls	To allow PC to sign off AGAR	May	Mar
Policy reviews – investment strategy	Recommendation to PC	Mar (must be prior to new FY)	Mar
Review of Fixed Assets Register	Ensure it is up-to-date	Ideally prior to AGAR	Mar
Policy reviews/risk assessments – per Policy Review Schedule	Review policies/risk assessment delegated to FGGC	n/a	Mar
VAT return/refund	Quarterly check that VAT return/refund has been made	n/a	Mar

Also Changes to Standing Orders and Financial Regulations – per Policy Schedule unless new versions are issued or changes needed
Timetable approved by F&GG March 2023

PC160/22g)

Littlehands Nursey Rent

Extract from Finance and Good Governance Meeting 19th December 2022 Minutes
DRAFT

FG046/22

**To consider a review
of Littlehands rent**

Noted that a rent review is due in April 2023. The rent has remained at its current level of £26,000 since it was increased from £13,860 in 2018. Noted that improvements to the building have been carried out including new windows and external decoration.

It was RESOLVED to recommend to full Council that the annual rental for Littlehands Nursery should be increased by £1,000 (representing approximately a 4% increase).
Proposed by Cllr Barley, seconded by Cllr Clark. All in favour.

From: [REDACTED]
To: ["parish clerk"](#)
Subject: RE: Melbourn Parish Council - Internal audit
Date: 11 December 2023 11:42:42

Morning,

Thank you for your enquiry regarding our internal audit service.

The service is charged as follows;

- £35 per hour (no vat) for CAPALC Affiliated Members Only
- £45 per hour (no vat) for Non CAPALC Affiliated Members
- 0.45p per mile – expenses

The length of time for an average council (dependant on everything being in place/available) is 4 - 5 hours and includes a written report for councillors.

If you require a copy of our service specification and contract please contact our CEO Penny Bryant – ceo@capalc.org.uk

Kind Regards

[REDACTED]
Administrator

(Pronouns she/her) [why have I put this?](#)

Office hours: Monday to Friday 9 am to 12.30 pm

Tel: (24-hour mobile phone answering service when the office is unavailable)
07594 766229 (Penny Bryant / CEO / Helpdesk)
07507 520849 (Samantha Sharp / Admin / Membership)

Cambridgeshire & Peterborough Association of Local Councils Ltd (CAPALC)

The Norwood Building, Parkhall Road, Somersham,
Cambridgeshire PE28 3HE

Website: www.capalc.org.uk

Training Booking Website: <https://bookwhen.com/capalc>

Company number 12585308

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

Sent: Monday, December 11, 2023 10:48 AM

To: office@capalc.org.uk

Subject: Melbourn Parish Council - Internal audit

Good morning

Would you be able to provide a quote for the internal audit of Melbourn Parish Council – I believe this will be for both a mid-year and standard internal audit.

Many thanks

Abi

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

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

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

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

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

Online Training per day	£500
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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:

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

Allotments Inspections Mobile App Integration	£100 per annum*
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* 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:

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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.

Rialtus Schedule

1 In 2022/23 precept £1610 has been precepted for final year license of Edge 2023
 There will be no buyout fee if we pay the final year - We should use both initially to ensure completeness

The system can be put in in phases and modules added on which will aid with set up and precept
 Assume finance go live July 24, Assume allotments go live in Oct 24

Finance	2024/25	2025/26	2026/27	2027/28
* Cashbook	675			
Sales Ledger	375			
* Purchase Ledger	375			
* Install & Chart of Accounts	425			
Purchase Order Processing		375		
Phased Budget			375	
Training estimated 3 days @ £500	1500			
Software	3350	375	375	0
Annual support - charged from go Live	975	1300	1300	1300
Total Finance	4325	1675	1675	1300
Allotments				
* Allotment Software	375			
Initial set up & Training	275			
Software	650			
Annual Support - charged from go live	110	220	220	200
Mobile Inspection App			100	100
Total Allotments	760	220	320	300
Cemetery & Memorial				
* Cemetery Management Solution	425			
Memorials Management	375			
Online set up	350			
Training	500			
Software	1650	0	0	0
Annual Support - charged from go live	262.5	525	525	525
Total Cemetery & Memorial	262.5	525	525	525
Assets				
* Asset Management Software				375
Training				100
Software				475
Annual Support Charge				225
Total Assets				700
Rialtus Cloud	900	900	900	900
Total	6247.5	3320	3420	3725

Software & Training Costs 5650 375 375 475 6875
 Annual 2247.5 2945 3045 3250 Amended for 3 cloud users not 4



SOVEREIGN

Bringing imagination into play



**BRINGING IMAGINATION
INTO PLAY 2022/2023**

Your Quotation - Melbourn Parish Council

Our Ref: N3/37385

8th December 2023

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

Dear Ms Alex Coxall,

Thank you very much for the opportunity to develop your outdoor environment.

I sincerely hope our quotation is of interest to you. Should you need us to make any alterations to the content of the design, we are very flexible and always willing to help.

Your quotation has been fully itemised to make the selection process as easy as possible and includes everything you need for your project.

All of our equipment and surfacing is designed, manufactured and installed to current British Standards 1176 and 1177. We are approved members of CHAS and Construction Line, and our timber is FSC certified. We have many further accreditations which are detailed within this pack along with examples of our work and extensive warranties.

Once again I would like to thank you for this opportunity to present my proposals and genuinely hope that they will be of interest to you.

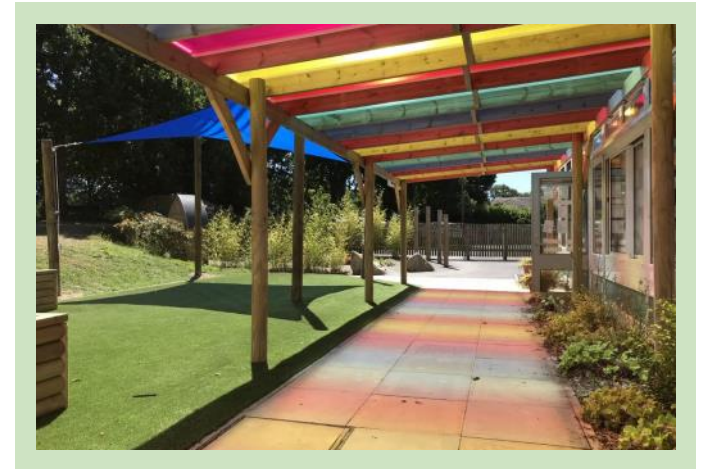
Should you have any queries or questions at any time please feel free to contact me directly, my mobile and email can be found below.

I look forward to hearing from you.

On behalf of Sovereign,

Your Area Manager

Justin Mottaz - 07747 474323 - justin@sovereignplay.com





>> Wetpour



>> Bonded Rubber Mulch

Quotation

*Example Installations Below (products may vary)

Qty	Ref	Surfacing	Price
1	1	90sqm Black Wetpour Recessed @ 50mm (Inc Timber Edging & 100mm Groundworks) - For Swings Installation	£13,036.06
1	2	36sqm Grass Green Raised Rubber Mulch Safer Surfacing @ 40mm (Inc Chase) - For Roll Over Bars Installation	£2,812.60
Sub Total			£15,848.66

Qty	Ref	Removals	Price
1	R1	Optional subsidised removal off site of spoil and/or waste material created from our installation works. Removal	£400.00

Qty	Ref	Miscellaneous (Welfare, Site Security, Other)	Price
1		Sovereign Compliance Package (Free Of Charge - 5 Years, 2x Visits Per Annum) Installation	£0.00
1	W1	Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services	£1,000.94
1	W2	Provide secure overnight storage, or split multiple deliveries, for the duration of the contract (Site/Access Dependent) Other items/services	£1,186.92
1	W3	Provide re-filling of on site water supply for installations for the duration of the contract - Assuming fresh water tap accessible via client within 1 mile of installation site (0.5 mile in built up areas) Other items/services	£86.94
Sub Total			£2,274.80

Prompt Payment Offer: £18,523.46

Qty	Ref	You May Also Require (Items below are NOT included within total)	Price
1		24sqm Black Wetpour Recessed @ 50mm (Inc Timber Edging & 100mm Groundworks) - For Chair Spinner Installation	£4,002.41



Quotation

We pride ourselves on our best value ensuring we are always competitive and will price match if we can ascertain the competitors service, design, quantities and quality of materials used are like for like.

Subject to full technical site survey.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile.

Surfacing without groundworks will follow the existing contours of the ground.

Please note: Exact install location to be confirmed.



Specifications



SOVEREIGN
Bringing imagination into play

Product Description
Wetpour is a two course "wetpour" safer surface. The top 15mm comprises a mixture of high strength EPDM rubber granules bound together with polyurethane. The bottom course, the depth of which varies according to the critical fall height of the equipment, is made up of soft, resilient rubber shred, which is again mixed with a polyurethane binder. The result is a surface which is able to absorb the impact of a falling child, reducing the risk of serious injury, but which is also extremely durable.

Wetpour Installations

V5 / D4












Sovereign Design Play Systems Ltd | Registered Office: 40 Towerhill Road, Shepherds Bush, Uxbridge, Middlesex, U.K. | Reg No: 3024076 | Registered in England



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Wetpour

V8 / D4

				
Black	Rust Red (1)	Sky Blue (2)	Dark Blue (2)	May Green (2)
				
Rainbow Green (2)	Eggshell (3)	Beige (4)	Orange (4)	Brown (5)
				
Purple (5)	Yellow (6)	Grey (7)	Earth Blend (8)	Post Box Red (9)



50 / 50 % Mix



80 / 20 % Mix

Technical Details

Depth 20mm
Critical Free Fall Height 600mm

Depth 30mm
Critical Free Fall Height 600mm

Depth 40mm
Critical Free Fall Height 1300mm

Depth 50mm
Critical Free Fall Height 1500mm

Depth 60mm
Critical Free Fall Height 1700mm

Depth 70mm
Critical Free Fall Height 2100mm

Depth 90mm
Critical Free Fall Height 2400mm

Depth 110mm
Critical Free Fall Height 2700mm

Depth 130mm
Critical Free Fall Height 3000mm










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SOVEREIGN
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Product Description
Natural looking shreds, ideal for all areas. All products are drop tested to BS EN 1177 safety standards, so are suitable for home and school use. Rubber Mulch shreds have been ingestion tested and classified as toy safe. 100% recycled rubber mulch, replaces virgin EPDM rubber.

The Rubber Mulch has excellent drainage properties as it's extremely porous making it an ideal all weather surface, however consideration needs to be given to the drainage qualities of the existing surface that the new bonded Rubber Mulch will be laid on top of. Poorly draining areas and areas that are prone to hold water will benefit from an appropriate drainage system prior to installation, without sufficient drainage it can lead to the soil erosion beneath.

Rubber Mulch Photos

V6 / D4












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Rubber Mulch

V5 / D4



Redwood



Grass Green



Earthtone



Blue



Natural Mix
(Redwood & Grass Green Mix)










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Payment Terms

Your order confirmation will detail your chosen payment terms:

Pro Forma

All privately funded establishments ordering for the first time will be on pro-forma terms, based on full payment by return before delivery/installation.

15 Day Payment Offer

Terms are based on full payment being received within 15 days of delivery/installation.

Discounted Prompt Payment Offer

Terms are based on a 25% deposit payable by return and a balance invoice payable by return after delivery/installation. Please note that the prompt payment saving will be lost should you not adhere to our Terms and Conditions and the full 15 day payment will become due.

Spread Payment Plan

Terms are based on 3 singular payments. One payment after delivery/installation, one payment in 12 months' time and your last payment in 24 months' time. This is through our funding partner, Funding for Education. Subject to status.

Direct Debit

Terms are based on a Direct Debit being set up.

FOC

The items are Free Of Charge.

Invoicing Process

Depending on the products and services you have selected, you may receive invoices from us as different stages of the work are completed. Each balance payment will be required within your agreed payment terms, but don't worry, because they will all add up to the total order value agreed.

Early Invoicing

Should you need an invoice ahead of works being completed to assist in organising payment, an early invoice can be issued. Prior to holiday periods, early invoices will be issued as standard to customers who have works due to be carried out and completed in the holiday period so payment terms can be adhered to.

Sending invoices

Invoices will be sent to you by email from our Accounts Department who will contact you to ensure you have received the invoice(s) and everything is satisfactory for payment to reach us within the agreed terms.

Late payment and charges

Please refer to section 10 of our terms and conditions for details.

Additional Information

Site security, Welfare, Power and Water

To keep costs to a minimum, no allowance has been made for site security, welfare facilities, power or water unless otherwise stated, so we ask that you provide these as required.

Our installation engineers will use a temporary 1 metre high orange barrier for excavated holes and unfinished works. Should more substantial fencing be preferred, there would be an additional charge for this as we will need to hire, assemble and dismantle upon completion.

If at any point during the installation in term time welfare facilities are not available, the client should advise us immediately, if we cannot find a local facility, a charge may be incurred for us to hire portable lavatory facilities.

Pre-Installation Surveys

If you are having old equipment / surfacing removed from the area of installation or groundwork's undertaken by any party other than Sovereign, we would recommend a pre-installation survey to confirm the area has been prepared correctly prior to our works commencing. The cost for the pre-installation survey is £149.00 plus VAT.

Should you not opt for a pre-installation survey, and works are not completed as required this may lead to either a suspension of the installation and an abortive visit charge, or alternatively we may be able to complete the preparation and charge accordingly.

Underground Services

All due care will be taken to locate underground services prior to excavation, however no responsibility can be accepted if any unknown or incorrectly sited services are damaged. Where possible, we ask you provide us with drawings or plans for services. Aborted/additional site visit charges may apply if we have to leave site following the finding of previously unknown services.

Supply Only / Installation by a Third Party

We are unable to accept duty of care for equipment sold supply only and installed by a third party and cannot verify the installation will be compliant to BS EN standards.

Please note that Sovereign supply the latest available instructions for supply only items. Due to constant design improvements some minor variances are to be expected. Bespoke/Customised Supply only items will have guidelines and images rather than full installation instructions, based on other similar products. Sovereign recommend the use of trained playground installers to fit playground equipment to ensure familiarity with safety standards and the design principles of the installation. These installers should be able to work with guidelines given for installation. Should you require assistance please call 01702-291129 to speak with one of our advisors.

Planning permission / Building regulations

It is your responsibility to obtain the necessary approval, and we recommend that you attain the appropriate advice from your local authority before proceeding, as requirements do vary.

Design changes that have occurred due to planning permission and building regulation requirements may incur additional costs. You will need to pay any fees relating to planning or building regulation applications, local authority and survey fees.

Additional Information

Removals / Repairs

Removal costs include clearance of waste from site and the statutory requirements of licensed disposal of rubber and commercial waste unless otherwise stated.

When removing or repairing existing equipment, sometimes the components parts can fail and additional costs maybe applicable to replace.

Any holes created by removals to be floated over flush with dyed concrete unless stated otherwise.

Wetpour / Band Repairs

We are unable to offer any guarantee when patch repairing existing wetpour/mulch, as we cannot anticipate the reaction of new materials with the existing. Colour between repair and existing wetpour/mulch may vary due to manufacturer and age.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile. Surfacing without groundworks will follow the existing contours of the ground.

Additional Information

Although every care will be taken, our quotation does not cover any damages that may occur over the access route. We can provide ground protection costs for the access route if required and this will be itemised on your quotation.

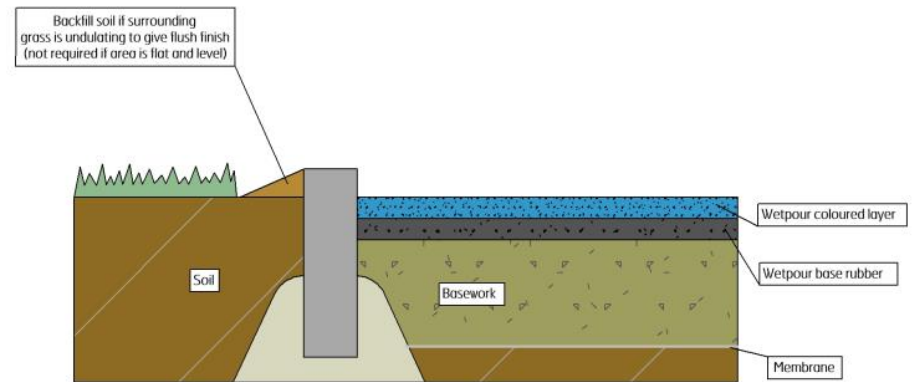
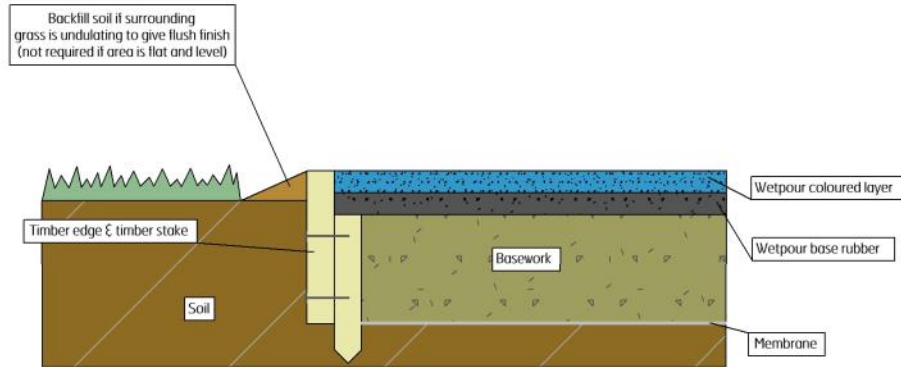
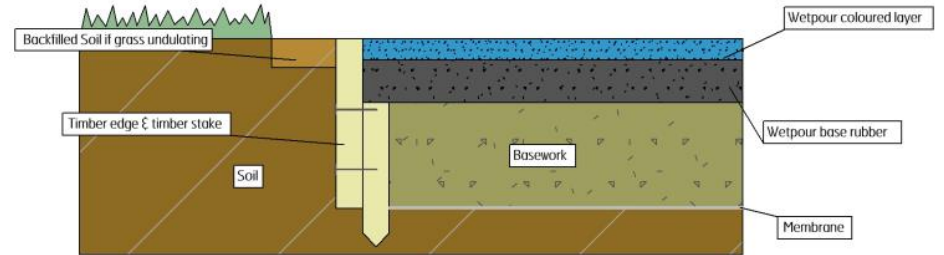
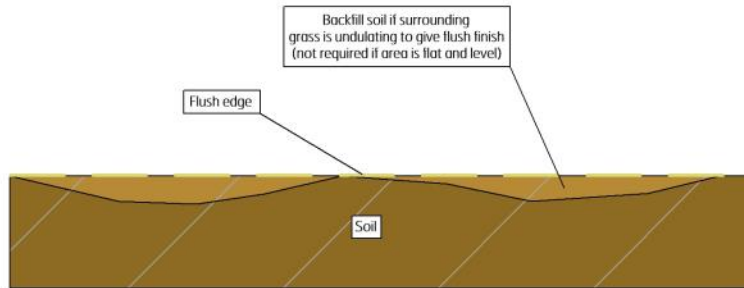
Unless stated otherwise, levelling of the proposed installation area is not included with our quotation and new surfacing will follow the undulations of the ground.

Markings

Due to the installation process we are unable to lay markings onto a dirty surface, because it impacts the longevity of the product. If you are unable to clean or clear the surface prior to installation, Sovereign can provide a quote upon request.

Please note that when removing lines from old tarmac it is possible for uplift of surface due to age. Although we aim to remove all markings, we assess condition of surface while working and may leave areas if they may become too damaged.

Groundworks Edging Details



Why make them wait?

Did you know you can order your new equipment today and pay with our spread payment plan?

If current budgets are a constraint, have you considered using our spread payment plan? (your prices are shown within the quote pack). Many schools are now choosing this option because it can save you thousands as prices rise. Below are three examples of clients who ordered in May 2021 and what their prices would have been at Christmas 2022.

Job ordered in May 21	<u>£9,235 on a SPP</u>	If they ordered now on a <u>Discounted Prompt Payment Price £10,862</u>
Job ordered in May 21	<u>£36,066 on a SPP</u>	If they ordered now on a <u>Discounted Prompt Payment Price £43,951</u>
Job ordered in May 21	<u>£44,400 on a SPP</u>	If they ordered now on a <u>Discounted Prompt Payment Price £54,951</u>

These three examples were just 18 months into a 3 year plan – so imagine what the price could be in May 24..! I would be happy to discuss this with you. Not only do you save, but the children get to use the equipment while you do so too. Imagine being £4,066 short, delaying ordering, saving that up, and then coming to place an order and the job is now £7,885 more expensive. It's a win-win for schools right now who want to inflation proof their plans.

Benefits include:

- Allows the opportunity to continue to fund raise, while having the use and benefit of the new equipment
- Buy at today's prices, saving you money in the long term
- Pay over three financial years; one payment after delivery/installation, one payment 12 months later and your last payment 24 months after delivery/installation
- Simple, stress free process with full support

In short, if you need to update, extend or upgrade your current outdoor facilities, whatever it may be, our Spread Payment Plan could well be the solution.

Call today to discuss how our Staged Payment Plan can help you!

Please Note: Terms and conditions apply—Credit checks may be required—Minimum £3,000 spend—Not available on special offer prices

Tel: 01702 291129 Web: sovereignplayequipment.co.uk

Email: info@sovereignplay.com



Choosing the Right Company

Choosing the right company to carry out work in your school is not easy; especially with so many companies all seeming to offer 'similar' products and services. This simple form will help you ask the right questions, and ensure your school is getting the best value it can. All the questions below are ones you should be asking before making your final decision. All will affect quality, service life and most importantly safety. Before making your decision solely on price, consider why the prices are what they are, and are you obtaining quotes from established play providers?

Company	Sovereign		
Price	£	£	£
Timber Warranty	20 Years / 10 Years Resi-		
Wetpour HIC Guarantee	5 Years		
Playground Markings Warranty (ask that it covers both	5 Years		
Is the wood used from responsible sources?	FSC Certified		
Is ALL the Equipment compliant to BS EN 1176?	Yes		
Is ALL the Safety Surfacing installed to BS EN 1177?	Yes		
Has the company got Public Liability insurance of	Yes		
Has the company got professional indemnity insurance, covering the design aspect of the works?	Yes		
Are references and case studies freely offered and included within the brochure and quotation packs?	Yes		
Do you receive an After Care manual with vital day to	Yes		
Does the company offer a regular safety inspection service?	Yes		
Are the Installation Teams, Delivery Drivers, Inspectors	Yes		

Warranties and Accreditations



25 Year Metalwork Warranty Against Structural Failure



25 Year Structural Guarantee on Metal Gym Equipment with 2 years Guarantee on moving parts (such as bearings), 5 year Guarantee on Paint



20 Year Timber Warranty Against Structural Failure



10 Year Warranty on Timbers on Residential Tower Units and Clamber Stacks / Pick Up Sticks type climbers.



7 Years Warranty covering defects in manufacturing, materials, the UV degradation (Including light fastness) and excessive wear of Needle-punch Sport Surfacing



5 Year Warranty Springs



5 Year Warranty HDPE Coloured Panels and Roofs



5 Year Warranty Playground Markings



5 Year Warranty Safety Surfacing



5 Year Warranty Tower Platforms and Floors



3 Year Warranty Swing Seats and Chairs



2 Year Warranty Bearings



1 Year Warranty on Metal Gym accessories



1 Year Warranty Powder Coating



1 Year Warranty Installation

Exclusions to Warranties

All of the above warranties exclude normal wear and tear, improper use and deliberate, accidental and cosmetic damage.

During the warranty period, we will repair the faulty component, or replace the faulty part with a new component at our sole discretion. Components replaced or repaired during the warranty period will carry the unexpired portion of the original warranty.

All Sovereign equipment must undergo regular inspection and routine maintenance in accordance to Sovereign's Operation and Maintenance Manual, which can be obtained at no extra cost on request or downloaded from the Sovereign website at www.sovereignplayequipment.co.uk



Sustainability



Sovereign takes a responsible view towards the protection of the environment in which we live, and is a key part of Sovereign's principles.

Every effort and consideration is made to the social and economic impact of the goods and services we supply.

Timber Components

All timber components are pressure-impregnated treated timber which is machine sanded and slow grown from responsible sources. All timber supplied is FSC (Forest Stewards Commission) certified which means that the amount of timber harvested does not exceed the amount of timber re-grown and Guarantees a controlled chain of custody.



Design

At Sovereign, good design is not just about appearance and functionality, but also about how the life cycle of our products and components affect the environment we live in. All components are, whenever possible, sourced locally to promote local economic growth and reduce logistic costs, as well as helping lower emissions. All contribute in helping reduce the company's carbon footprint. All products produced by Sovereign have been designed to minimise waste whenever possible and promote waste and recycling policies.

Delivery and Logistics

Sovereign undertakes strict routine maintenance on our entire fleet of vehicles ensuring that they run to their optimum, so increasing fuel efficiency and reducing harmful gases. Sovereign also trains employees to drive in a manner designed to increase fuel efficiency and this is monitored and recorded through our Tracking Program. Should you require any further information on any of Sovereign's environmental policies please do not hesitate to contact us.

The Extra Mile...

We are accredited with the world's most recognised environment management system ISO 14001, which provides the framework to allow us to meet high customer expectations of corporate responsibility, as well as legal and regulatory requirements. Sovereign takes a responsible view towards the protection of the environment in which we live and is a key part of Sovereign's principles. Every effort and consideration is made to the social and economic impact of the goods and services we supply.

After Sales Service and Spare Parts

Inspection, Maintenance and Repair

At Sovereign we understand how important it is that our service does not stop on the completion of your installation. Each installation comes complete with a comprehensive maintenance manual which contains detailed information and a check list to help with routine maintenance. Sovereign also offers a range of maintenance packages which are carried out by our national team of RPII qualified inspectors. Each inspection comes complete with a full report, together with recommendations and details of any necessary maintenance work.

Spare Parts

Parts that are subject to constant movement may eventually show signs of wear and tear and although every effort is made to design our components to last as long as possible, unfortunately spares may be required within the product's life span. Our dedicated customer services department are able to provide advice on all our services and spares. Most spares are stored or manufactured at the Sovereign Headquarters and many can be dispatched for next day delivery.

The Extra Mile...

When products or components fail within the warranty period, many companies just send out the replacement parts. At Sovereign we go the extra mile and include the removal and reinstatement of any new parts.



 SOVEREIGN Compliance

5 Years

coverage with 2 inspections per annum

£399_{+ VAT}

one time on-boarding fee, per site

- ✓ No monthly subscription only pay £399 for 5 years of cover, 2 inspections with reports per year
- ✓ Comprehensive safety and maintenance reports on both Sovereign and third-party equipment
- ✓ Essential maintenance and repairs included as standard
- ✓ We will inspect third party equipment as well as our own
- ✓ Two operational inspection visits per year
- ✓ Operational inspections by registered RPII Inspectors

Your play equipment is an investment and needs to be maintained to the highest standard in order to prolong its life, value and most importantly safety. For your peace of mind, our Sovereign Compliance Package offers a complete service for the inspection, reporting and essential maintenance of outdoor play equipment. This gives you complete visibility on the status of your equipment, notifying you early on of any concerns before they become larger issues.



Sovereign Design Play Systems Limited Terms and Conditions

It shall be the duty of Sovereign Design Play Systems Limited (known hereafter as 'the Company') to provide You with the Goods and Services in accordance with the Order Confirmation provided to you and the terms and conditions ("T & C") as laid out below.

1. Definitions

- 1.1 "Authorised Person" means the person who places the Order and who is duly authorised by You to enter into a binding contract with Us.
- 1.2 "We or Our or Us" means the Company whose registered office is 40 Towerfield Road, Shoeburyness, Essex SS3 9QT, registered number 5024016, a company registered in England.
- 1.3 "Contract" the contract between You and Us (in whatever terms for the supply of goods and/or provision of services) to which these T&C relate (whether incorporated, appended or attached).
- 1.4 "Goods" means the Goods that We have agreed to supply You (including but not restricted to the equipment and component parts) as shown on the Order Confirmation.
- 1.5 "Order" your order for the Goods and/or Services as set out in your Purchase Order.
- 1.6 "Order Confirmation" means the document provided by Us upon receipt of the Order which confirms your Order and which you are obliged to return signed by an Authorised Person and in the event that it is not returned within 48 hours of your receipt, the Order Confirmation shall be deemed accepted by You and You will have no ability to cancel the Contract without liability to Us as set out below.
- 1.7 "Order Value" means the price set out on the Order Confirmation.
- 1.8 "Site" means the premises where the Goods are to be supplied and/or installed by Us.
- 1.9 "Services" means the services that We have agreed to provide You (including but not restricted to installation and any other preparatory or ancillary work), as shown on the Order Confirmation.
- 1.10 "T&C" means these terms and T&C or any subsequent variation thereof.
- 1.11 "You or Your", the person, company, firm or entity being party to the Contract and to whom Goods are supplied and/or Services are provided.

2. Offer and Acceptance

- 2.1 The Order constitutes the offer by You to purchase the Goods and/or Services in accordance with these T&C and You shall ensure that the Order is complete and accurate and has been placed by an Authorised Person.
- 2.2 The Order will not be accepted until We issue You with the Order Confirmation which will confirm the existence of the contract.
- 2.3 You are responsible for ensuring that the Order Confirmation provided by Us accurately reflects the Goods and/or Services that you wish Us to supply to You and to notify of any discrepancies within 48 hours of your receipt.
- 2.4 These T&Cs shall apply to all Goods and/or Services provided by Us to You to the exclusion of all other terms and T&C, including any terms or T&C which you may purport to apply to the Contract under any purchase order that you supply and no variation of these T&C shall be binding unless agreed in writing by Us and attached hereto.
- 2.5 The Company's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by Us in writing and in entering into the Contract to purchase Goods and/or Services you acknowledge that you do not rely on any such representations which are not so confirmed.
- 2.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by You, You shall indemnify Us against all losses, damages, costs and expenses incurred by us in connection with settlement of any claim for infringement of any patent, copyright, design right, trade mark or other intellectual property rights of any other person which results from our use of your specification.
- 2.7 The Company reserves the right to make changes in the specification of the Goods which are required to conform to any applicable statutory or EU requirements.

3. Commencement Date and Delay

- 3.1 You shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery by Us (including outside normal business hours), and You must ensure that an authorised representative is present at the time of delivery in order to ensure access to the site and to authorise and our enable delivery of the Goods.
- 3.2 Where the Goods are to be delivered in instalments, each instalment shall constitute a separate contract into which these T&Cs shall be incorporated. Failure by the Company to deliver any instalment shall not entitle You to treat these T&C as repudiated.
- 3.3 Any dates quoted for delivery or installation of the Goods are approximate only and the Company shall not be liable for any delay in the delivery or installation of the Goods howsoever caused, including any delay caused by Force Majeure Event, because of your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply or installation of the Goods. Time for delivery shall not be of the essence unless previously agreed in writing by Us.
- 3.4 The Company may install or deliver the Goods in advance of the quoted delivery date upon giving You reasonable notice, and may also deliver at a date earlier than the proposed installation date, You must advise us at the time of placing your Order if this is not acceptable as subsequent variations may affect the delivery date, installation date and price.
- 3.5 If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or Your fault, and We are accordingly liable to You for delay, Our liability shall be limited to the excess (if any) of the cost to You (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods,
- 3.6 If You fail to take delivery of the Goods, fail to give Us adequate delivery instructions at the time stated for delivery or fail to permit us to install the Goods, then the Company reserves the right to:

- 3.6.1 Store the Goods until delivery to You and charge You for the reasonable costs (including insurance) of storage; and/or
- 3.6.2 Sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses or charge You for any shortfall below the agreed price;
- 3.6.3 Charge You an abortive fee of £200 per half-day or £400 per full day, deemed to exclude all applicable VAT. We will reschedule your delivery and/or installation, but there may be a consequential delay and charges applied.

4. Access for Installation

- 4.1 You must ensure that an authorised representative is present at the site at the time of installation or any preparatory work being carried out in order to ensure access to the Site and provide confirmation as to design and layout.
- 4.2 We will cordon off the installation area using temporary orange fencing (during works, replacing with barrier tape upon completion). If You require more substantial fencing, You must advise Us timeframe before the agreed delivery date, The Order Confirmation and price will be altered accordingly.
- 4.3 Any dates quoted for installation or any preparatory works are approximate only and We shall not be liable for any delay howsoever caused. Time for installation shall not be of the essence unless previously agreed in writing by Us. Where We need to change an installation or preparatory work date, We will provide You with at least 24 hours' prior written notice, whenever practical,
- 4.4 You acknowledge that installation of floor markings, surface and other specialist goods are completed by different teams and may not take place on the same day as installation of the Goods.
- 4.5 You acknowledge that We may need access to the Site outside of normal business hours.
- 4.6 Although We shall take reasonable steps to avoid causing damage to floor, surfaces and access routes, We shall not be liable for such damage (unless caused by our negligence or wilful default) when You have given us permission to access such floor, surface or access routes.

5. Limitation of Liability

- 5.1 We warrant to you that any Goods purchased from Us are of satisfactory quality, and reasonably fit for purpose for which Goods of their kind are commonly supplied, and will be useable for a minimum period of 12 months from delivery, provided they are maintained in accordance with the relevant maintenance guidelines that we or the manufacturer of the Goods may provide.
- 5.2 We shall not be liable for the failure of the goods to comply with the warranty set out in clause 14.1 if:
 - 5.2.1 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, use and maintenance of the Goods or (if there are none) good trade practice; or
 - 5.2.2 you alter or repair such Goods without our written consent; or
 - 5.2.3 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working T&C.
- 5.3 Our liability for losses you suffer as a result of Us breaching the Contract is strictly limited to the purchase price of the Goods you purchased.
- 5.4 This does not include or limit in any way our liability: 5.4.1 For death or personal injury caused by our negligence;
- 5.4.2 Under section 2(3) of the Consumer Protection Act 1987;
- 5.4.3 For fraud or fraudulent misrepresentation; or
- 5.4.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 5.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to any or all of the following: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data, or waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this clause 5.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 5.1 or clause 5.2 or any other claims for direct financial loss that are not excluded by any of the provisions of this clause 5.5.
- 5.6 Except as set out in these T&C, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 5.7 These T&C shall apply to any repaired or replacement Goods supplied by us.
- 5.8 No claim for damage in transit, shortage of delivery or loss of Goods shall be accepted by the Company for consideration unless:
 - 5.8.1 In respect of damage in transit or short delivery, You provide notice to Us within three days of receipt of the Goods, and within five days thereof send a complete claim in writing to us; and/or
 - 5.8.2 In respect of loss of Goods, You provide notice to Us in writing within ten days of the date of consignment of the Goods sends a complete claim in writing to Us; and
 - 5.8.3 a written claim pursuant to this clause shall state the advice note number, condition of package, date consignment received and extent of damage or shortage.
- 5.9 All leaflets, specifications, drawings and particulars of prices, weights, dimensions, colours and performance issued by us are approximate only and are not intended to form the basis of any contract between you and us.
- 5.10 You undertake to comply with the General Goods Safety Regulations 1994 to the extent that they apply to the Goods.
- 5.11 It shall be Your responsibility to advise Us of any issues known to You in respect of the surface to which the Goods will be affixed, and in the event that it is later determined that such issues were not declared, We shall have no responsibility for any remedial works and/or losses.
 - 5.11.1 You undertake to indemnify the Company in respect of any and all claims arising from the Goods being unsafe as a result of your activities.

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5.11.2 You agree to monitor the safety of the Goods once installed, to pass on any information on the risks of the Goods and to co-operate in any action we may decide to take to avoid those risks.

5.11.3 You acknowledge receipt of any important health and safety notification that we may provide relating to the installation of the Goods and associated floor markings.

5.11.4 We will provide the Goods in accordance with BSEN 1176/1177, We do not warrant or represent that the Goods will comply with any other standard or quality mark.

5.11.5 Except in respect of death or personal injury caused by our negligence, the Company shall not be liable to You by reason of any representations (unless fraudulent), or compliance with any instruction or consent given by You or on Your behalf by an Authorised Person, or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees, agents or otherwise) which arise out of or in connection with the supply or installation of the Goods or their use by You, and our entire liability under or in connection with the Contract shall not exceed 110% of the price of the Goods, except as expressly provided in these T&Cs.

6 Passing Of Property and Risk

6.1 Whilst risk in the Goods shall pass to You from the time of delivery, legal and beneficial ownership of the Goods shall remain with Us until such time as we have received payment in full in respect of all sums owing from You to Us.

6.2 Until such time title to the Goods has passed to You, you shall:

6.2.1 keep the Goods separate from your property and that of any third party and clearly identified as being the property of the Company;

6.2.2 Until title to the Goods has passed to you, you shall: (a) hold the Goods on a fiduciary basis as the our bailee; (b) store the Goods separately from all other Goods held by you so that they remain readily identifiable as our property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (e) notify us immediately if it becomes subject to any of the events listed in clause 13.1. If before title to the Goods passes to you, you becomes subject to any of the events listed in clause 13.1, or we reasonably believe that any such event is about to happen and we notify you accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another Goods, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

6.3 Without prejudice to our warranty set out at clause 14, you must notify us within 48 hours of delivery if the Goods are defective or damaged or the delivery is short.

6.5 In the event that You engage any works to be undertaken to Goods supplied by Us by any third party not authorised by the Company, the Company will have no further responsibility or provide any warranty for the Goods and will not be responsible for any claims.

6.6 All transportation charges relating to the return of Goods will be borne by You unless otherwise agreed in writing, and the risk in the Goods shall remain with You until the Goods are received by us and any Goods so returned are despatched by you at your own risk.

6.7 You shall not be entitled to reject part only of the Goods delivered in accordance with these T&Cs.

6.8 Any claims against Us for Goods not credited or replaced will only be considered where you can provide proof of delivery to Us,

6.9 The Company will at our discretion replace whenever possible Goods found to be of faulty manufacture after examination provided that the Goods have been returned in accordance with these T&C, We will return goods after examination if they are found to have no fault or defect,

7 Instructions

If the signing-off of our installation of Goods is dependent on a third party (e.g, Council, H&S Executive), you must inform us upon placing your order and this will be confirmed in the Order Confirmation as subsequent and later notification may affect the delivery date, installation date, price and payment terms.

8 Cancellation of Order

8.1 No Order Confirmation once provided by Us may be cancelled by You without Our written consent once returned duly signed by an Authorised Person or after a period of 48 hours has elapsed following your receipt of the Order Confirmation, save for as set out in clause 8.3 below.

8.2 If an Order is cancelled by You within 48 hours of your receipt of the Order Confirmation, and our written consent is provided for the cancelled order, We are entitled to charge You a fee of 25% of the Order value, to a maximum of £1,000.

8.3 If an Order is cancelled after 48 hours from your receipt of Order Confirmation, and our written consent is given for a cancelled Order, We are entitled to charge You a fee of 50% of the full Order Value.

9 Defects

9.1 Any claim by You which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or the installation of the Goods shall be notified to Us within 48 hours of the date of delivery or (where the defect or failure was not apparent on reasonable

inspection) within a reasonable time after discovery of the defect or failure but not more than one year after delivery and such Goods shall be returned with written notification which must state the nature of the fault of each item and the invoice number in relation to the purchase of each item.

9.2 If delivery is not refused, and You do not notify us accordingly, You shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and You shall be bound to pay the Order Value as if the Goods had been delivered in accordance with the Order Confirmation.

9.3 Where any valid claim in respect of any of the Goods, which is based on any defect in the quantity or condition of the Goods or their failure to meet specification is notified to Us in accordance with these T&C, We shall be provided with the first opportunity to repair or replace the Goods (or the part in question) free of charge or, at our discretion, refund to you the price of the Goods (or a proportionate part of the price), but we shall have no further liability to you;

9.4 If you require Goods to be returned to Us because you claim that the Goods are in breach of clause 14.1, you must first contact our Customer Services team. For the avoidance of doubt, if any specific part of the Goods supplied is in breach of clause 14.1, your entitlement is for Us to inspect that or those parts, and not the entire Goods. We will arrange for an examination of the Goods to take place either at the place of delivery or the place of installation of the Goods and we will notify you whether we will repair or replace the Goods if they are defective, or alternatively whether we will provide a refund. If we are to provide you with a refund, we will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective Goods. Goods returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. In the event that the Goods are collected by us, you will not receive payment for the costs incurred by Us in collecting the Goods. Goods returned for any other reason may be collected by Us although we will levy a collection charge which shall be confirmed to you in writing by our Customer Service Team when collection is arranged or if the Goods to be returned are able to be returned by You directly, there will be a minimum charge of twice the delivery rate appropriate for the Delivery Location and an administrative charge equal to 5% of the order value plus VAT, and such charges shall be confirmed to you by our Customer Service team. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.5 Where a defect is notified to us in accordance with the provision set out above, and you have not yet paid the full Price, you shall be entitled to retain up to 10% of the Price until the defects have been remedied.

10 Charges and Payments

10.1 Any price quoted on our Order Confirmation shall be deemed to exclude all applicable VAT unless otherwise stated. You shall, on receipt of a valid VAT invoice from Us, pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

10.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods and will update our Order Confirmation to reflect any increase in the cost to Us which is due to any delay caused by your instructions, any change to those instructions or failure to provide adequate instructions,

10.3 All sums due to Us shall be payable in cleared funds within the timeframe agreed and as confirmed to You by Us within our Order Confirmation. If you fail to pay all sums due to Us on the due dates for payment then without prejudice to any other rights the Company may have, the company shall be entitled:

10.3.1 To cease taking further orders from You, and withhold further delivery of Goods for existing orders.

10.3.2 To demand immediate payment of all or any sums invoiced to You by the Company whether due at the date of the demand or not.

10.4 Payment shall be made by You without deduction or set-off, and shall be made notwithstanding any delay in obtaining such sign-off of the instalment by any third party (e.g, Council, H&S Executive).

10.5 If any minor or remedial issues in relation to the delivered Goods are reported in accordance with clause 9.1 above, You may retain a maximum of 10% of the Contract Price until such time that the minor or remedial issue has been resolved.

10.6 Where We have agreed a special discount, payment or other terms with

You, these shall be strictly subject to your compliance with these T&C, and such T&C shall cease and revert to our standard terms upon your non-compliance.

10.7 We shall be entitled to charge interest (calculated pro rata on a daily basis

and claim compensation on overdue accounts from the date payment is due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) until the date of actual payment,

10.8 If Goods are credited it will be at the invoice price stated on the return application sheet and agreed by Us in writing.

10.9 In the event that during the course of the Services provided by us and/or the provision of any Goods to be supplied, it is determined that due to unforeseen circumstances, additional costs will be incurred due to additional Goods and/or Services being required, We will notify You in writing of the additional costs and You will be liable to cover such additional costs in order to enable the original Services and/or Goods to be provided.

10.10 Single inspections cancelled by you within 10 working days of the scheduled inspection date offered will be 100% chargeable.

11 Guarantees and Intellectual Property

11.1 We shall make reasonable endeavours to pass on to You the benefit of any guarantees or warranties given by any manufacturers of the Goods.

11.2 We hereby grant to You a non-exclusive and non-transferable licence to use such of our intellectual property rights as may be reasonably necessary for you to comply with your obligations under the contract. Such licence shall terminate automatically upon Your completion of the final act required of you to comply with such obligations.

11.3 If any claims are made or any action brought against You in respect of any infringement of an intellectual property right by the use or sale of Goods supplied by us, you must immediately give us written notice with full particulars of such claim or action.

Sovereign Design Play Systems Limited Terms and Conditions

12 Entire Agreement

These T&Cs (together with the terms (if any) set out in the Contract, the Order Confirmation constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

13 Termination

13.1 If You become subject to any of the events listed in clause 14.2, or we reasonably believe that you are about to become subject to them, then without prejudice to any other rights We may have, We shall be entitled

13.1.1 to withhold delivery of any undelivered Goods and to stop any Goods in transit and the installation of the Goods

13.1.2 we reserve the right to cancel the Contract or suspend any further deliveries under the Contract without any liability to you, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

13.1.3 to enter upon your premises and take possession of the Goods; and/or to re-sell the Goods or such of them as we deem necessary in order to recover the amount due and payable to us together with any costs incurred by us in taking such steps and you expressly and irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.

13.2 For the Purposes of clause 13.1, the relevant events are:

13.2.1 You suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or have no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has a partner to whom any of the foregoing apply; or

13.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors; or

13.2.3 (being an individual) you are the subject of a bankruptcy petition or order; or

13.2.4 a creditor of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or

13.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or

13.2.6 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or

13.2.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or

13.2.8 any event occurs, or proceeding are taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to 13.2.8 (inclusive); or

13.2.9 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or

13.2.10 your financial position deteriorates to such an extent that in our opinion your capability adequately to fulfill your obligations under the Contract has been placed in jeopardy

13.3 We will not be liable to you or deemed to be in breach of contract by reason of delay or failure to perform any of Our obligations if the delay or failure due to acts caused beyond Our reasonable control.

14 Warranty

14.1 We make no express warranties and specifically disclaim any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the performance of Services and/or the supply of Goods under these T&Cs to the extent permissible by law.

14.2 We do not guarantee, and nothing contained in these T&Cs shall be construed as a guarantee, that the Services performed or to be performed by Us will achieve any projected level of results.

14.3 Should You for any reason need to make a warranty claim, You must complete and return a claim form which can be obtained by contacting Us.

15 Confidentiality

The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

16 Force Majeure

16.1 The Company shall not be liable for any default (or be deemed to be in breach of contract) by reason of any delay due to any occurrence beyond its reasonable control ("Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action. (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. (e) Impossibility of the use of public or private telecommunications networks. (f) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17 General Matters

17.1 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision,

17.2 If any provisions of these T&C are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected,

17.3 These T&C and the contract shall be governed by English law and any dispute shall be submitted to the exclusive jurisdiction of the English courts,

17.4 These T&C do not purport to confer a benefit on any third party.

17.5 The Contract between you and us is binding on you and us and on our respective successors and assigns.

17.6 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.7 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17.8 We have the right to revise and amend T&C at any time to reflect changes in market T&C affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.9 You will be subject to the policies and terms and T&C in force at the time that you order Goods from us, unless any change to those policies or these T&C is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these T&C before we send you the written confirmation in accordance with clause 2.3 (in which case we have the right to assume that you have accepted the change to such T&C, unless you notify us to the contrary within 48 hours of receipt by you of the Goods).

18 Notices

Any notices required or permitted to be given by either party to the other under these T&C shall be in writing addressed to the other's principal place of business.



SOVEREIGN

Bringing imagination into play

Company Name

Sovereign Design Play Systems Limited

Registered Address

40 Towerfield Road
Shoeburyness
Essex
SS3 9QT

Company Registration No

5024016

Company VAT Registration No

832 5102 64

Insurance

Public Liability: £10,000,000
Professional Indemnity: £5,000,000
Employers Liability: £10,000,000

01702 291129

www.sovereignplayequipment.co.uk

Budget

2023/24		2024/25			
	Income	£	Difference	%	
6,650.00	Total Conservation	6,650.00	0.00	0.00%	
4,200.00	Total Cemeteries	4,200.00	0.00	0.00%	
3,200.00	Total Match Fees	3,200.00	0.00	0.00%	
1,155.00	Total Play Areas & Recreation Grounds	1,155.00	0.00	0.00%	
6,000.00	Total Finance & General Purpose	6,000.00	0.00	0.00%	
27,000.00	Total Rental Property	27,000.00	0.00	0.00%	
<u>48,205.00</u>	Total income excluding Precept	<u>48,205.00</u>	0.00	0.00%	
	Expenses				
33,100.00	Conservation	36,064.00	2,964.00	8.95%	
10,145.00	Cemetaries	11,210.00	1,065.00	10.50%	
28,545.00	Play Area & Recreation	34,579.00	6,034.00	21.14%	
154,783.00	Financial & General Purpose	190,143.00	35,360.00	22.84%	
33,187.00	Car Park & Fire House	33,826.00	639.00	1.93%	
58,165.00	Melbourn Community Hub	52,885.00	-5,280.00	-9.08%	
10,750.00	Planning Highways & Rental	6,022.00	-4,728.00	-43.98%	
<u>328,675.00</u>		<u>364,729.00</u>	<u>36,054.00</u>	10.97%	
	Reserves				
34,420.00	Asset Management Reserves	13,000.00	-21,420.00	-62.23%	
<u>34,420.00</u>		<u>13,000.00</u>	<u>-21,420.00</u>	-62.23%	
314,890.00	Precept	329,524.00	14,634.00	4.65%	

Income

EDGE budget code	Income Heading	2023-24 Budget £	2023-24 Forecast £	Forecast/ Actual	2024-25 Budget £	Notes:	2025-26 Forecast £	2026-27 Forecast £
	<u>Conservation:</u>							
100	Allotment rent	2,800	2,879	A	2,800	No Increase	3,000	3,000
110	Grass cutting contribution from CCC Highways	3,850	3,849	A	3,850	No Increase	3,850	3,850
	Total Conservation	6,650	6,728		6,650		6,850	6,850
	<u>Cemeteries:</u>							
200	1 Burial fees	2,625	2,625	F	2,625	Burials vary quite a lot; budget on prudent basis - next fee	2,755	2,755
200	2 Memorials	525	750	F	525	Need to see if increase	550	550
200	3 Cremated remains	1,050	1,050	F	1,050	Need to see if increase	1,105	1,105
	Total Cemeteries	4,200	4,425		4,200		4,410	4,410
	<u>Play & Rec:</u>							
300	Match Fees							
300	1 Melbourn Saturdays	1,000	1,355	F	1,000		1,050	1,050
300	2 Melbourn Dynamos	2,200	2,200	F	2,200	Speak to John & Graham	2,300	2,300
300	4 Other Local Clubs	-	-	F	-		-	-
	Total Match Fees	3,200	3,555		3,200		3,350	3,350
320	Hire of Recreation Grounds	840	850	F	840	Fair (incl utilities) and boot camps	860	860
340	Pavilion hire	315	450	F	315	School hire has finished; ad-hoc bookings	330	330
370	Pavilion hire - MAYD recharge	-	-	F	-		-	-
	Total Play Areas & Recreation Grounds	4,355	4,855		4,355		4,540	4,540
	<u>Finance & General Purpose:</u>							
420	Interest - Deposit Account Unity	6,000	4,361	F	6,000	Interest rate increases	6,000	6,000
425	Interest - Nationwide 45 Day		-	F				
430	Interest - Public Sector Deposit		3,870	F				
435	Interest - Charity Bank		-	F				
440	Interest - HTB		-	F				
	Total Finance & General Purpose	6,000	8,231		6,000		6,000	6,000
	<u>Rental Property:</u>							
900	Little Hands Property Rent	27,000	27,000	F	27,000		27,000	27,000
	Total Rental Property	27,000	27,000		27,000		27,000	27,000
	Income from unbudgeted sources		3934	F				
	Total income excluding Precept	48,205	55,172		48,205		48,800	48,800
	Precept	314,890	314,890	A	(48,205)			
	Total income (excluding ring-fenced funds eg S106, community benefit, MAYD, Timebank events, Zero carbon grant etc)	363,095	370,062		-	50k hopkins - Steve & Graham		

Conservation

EDGE budget code	Expense Heading	Budget Item	2023/24 Budget		Actual to date	Forecast	2023/24 (Forecast)		Forecast/Actual	Increase	2024/25 Budget		Notes and queries:	2025/26	2026/27
			£	£			£	£			Rounded	Forecast		Forecast	
	Conservation														
1000	Allotments	Water (two meters)	850.00		84.00	850.00	766.00	F	Inflation		802.00	803.00		843	885
1000	Allotments	Pilot clearance	400.00		302.00	98.00	400.00	F	Inflation		418.80	419.00		440	462
1000	Allotments	Hedge Cutting	600.00		320.00	280.00	600.00	F	Inflation		628.20	629.00		660	693
1000	Allotments	Asbestos - annual check and clear	800.00		150.00	650.00	800.00	F	Inflation		837.60	838.00		880	924
1000	Allotments	Unplanned maint e.g asbestos clearance/survey, water leak, signs etc	500.00			500.00	500.00	F	Inflation		523.50	524.00		550	578
				3,150.00								3,213.00		3,374	3,542
1100	Conservation	Christmas Tree, plants for tubs/83 High Street	400.00		140.00	260.00	400.00	F	Inflation		418.80	419.00		440	462
1100	Conservation	Trees survey/ inspection (E810) plus tree works/ivy (E5,350)	6,160.00		784.00	5,376.00	6,160.00	F	Inflation		6,449.52	6,450.00		6,773	7,111
1100	Conservation	Emergency tree works	3,300.00		575.00	2,725.00	3,300.00	F	Inflation		3,455.10	3,456.00		3,629	3,810
1100	Conservation	Project works - tree planting (2022/23), new litter bins (€650/ benches x 2 (€1,700) (2023/24)	2,350.00		515.00	944.00	1,459.00	F	Bin upgrade £1,000 x 3 bins		1,000.00	1,000.00		1,050	1,103
1100	Conservation	Unplanned e.g. River Mel Group projects, signage, fencing	1,000.00		1,891.00		1,891.00	F	Inflation		1,979.88	1,980.00		2,079	2,183
				13,210.00								13,305.00		13,970	14,669
1150	Stockbridge Meadows	Refuse collection	350.00		600.00		600.00	A	Inflation		628.20	629.00		660	693
1150	Stockbridge Meadows	Path cutting and rolling	300.00		160.00	140.00	300.00	F	Inflation		314.10	315.00		331	347
1150	Stockbridge Meadows	Nature Reserve Management Plan and FWAG grant works (pond testing)	500.00			500.00	500.00	F	Inflation		523.50	524.00		550	578
1150	Stockbridge Meadows	Small repairs/Unplanned (2021/22 River Mel back project- E510)	500.00			500.00	500.00	F	Inflation		523.50	524.00		550	578
				1,650.00								1,992.00		2,092	2,196
1200	Grass Cutting Contract	Verges contract (€622.50 per month plus 2 x extra cuts @ €600) Contract to be retendered 10% increase	8,670.00		5,280.00	3,390.00	8,670.00	F	15% increase to cover inflation and additions		9,970.50	9,971.00		10,470	10,993
1300	Public Open Space- Maintenance Contract	General Maintenance Contract (€140 per month) Contract to be retendered 10% increase	5,320.00		3,680.00	1,840.00	5,320.00	F	15% increase to cover inflation and additions		6,348.00	6,348.00		6,665	6,999
1300	Public Open Space- Maintenance Contract	Hopkins Homes open space maintenance (to be funded from commuted sum for 10 yrs) in negotiation	-0-		-0-	-0-	-0-				-0-	-0-		-0-	-0-
1400	Public Open Space- Maintenance Contract	Allotments cuts					-0-		Addition		200.00	200.00		210	221
1300	Public Open Space- Maintenance Contract	Extra work eg extra cuts plus hedge and path cutting, leaf clearance etc	900.00		785.00	115.00	900.00	F	15% increase to cover inflation and additions		1,035.00	1,035.00		1,087	1,141
				15,090.00								17,554.00		18,432	19,353
		Bin Upgrade project throughout													
Total Conservation			33,100.00		15,098.00	18,168.00	33,266.00	33,266.00				36,064.00		37,867	39,761
											Increase	2,798.00			

Expense Heading		Budget Item	2023/24 Budget	Actual to date	Forecast	2023/24 (Forecast)	Forecast/		2024/25 Budget	Notes and queries:	2025/26	2026/27
2000	Cemeteries											
2000	1 Orchard Road	Rates	255.00	257.00	-	257.00	A	Inflation	269.08	270	284	298
2000	1 Orchard Road	Utilities - Electricity and water (E100)	300.00	80.00	220.00	300.00	F	Inflation	314.10	315	331	347
2000	1 Orchard Road	Lychgate - recoat main walls (E835) and gates (E415)	1,000.00		1,000.00	1,000.00		Inflation	1,047.00	1,047	1,099	1,154
2000	1 Orchard Road	Fixed electrical installation testing (E170 - every 5 yrs)	170.00		170.00	170.00		Inflation	177.99	178	187	196
2000	1 Orchard Road	Unplanned (eg path cleaning/moss spraying)	425.00	235.00	190.00	425.00	F	Inflation	444.98	445	467	491
			2,150.00			2,152.00				2,255	2,368	2,486
2000	2 New Road	Rates	780.00	786.00	-	786.00	A	Inflation	822.94	823	864	907
2000	2 New Road	Water	135.00	97.00	38.00	135.00	F	Inflation	141.35	142	149	157
2000	2 New Road	Trees & hedge work (incl periodic hedge reduction)/path edging/weed treatment etc	550.00		550.00	550.00	F	Inflation	575.85	576	605	635
2000	2 New Road	Soil stone	440.00		440.00	440.00	F	Inflation	460.68	461	484	508
2000	2 New Road	Headstone bases					F	Inflation	-00	-	-	-
2000	2 New Road	Maintenance plan repairs					F	Inflation	-00	-	-	-
2000	2 New Road	Other/Unplanned (2021/22 - bench bases/new rear gate)	500.00	460.00	1,000.00	1,460.00	F	Inflation	523.50	524	550	578
3219			2,405.00			3,371.00				2,526	2,652	2,785
2100	Cemetery Contracts	Grounds Maintenance (E405.83 per month = E4,870 plus 2 extra cuts @ E360 each)	5,590.00	3,508.00	2,082.00	5,590.00	F	15% increase to cover inflation and additions	6,428.50	6,429	6,750	7,088
	Total Cemeteries		10,145.00	5,423.00	5,690.00	11,113.00	11,113.00		11,210		11,771	12,359

1,065.00

Play areas & recs

EDGE Expense Heading budget code	Budget Item	2023/24 Budget £	Actual to date	Forecast	2023/24 (Forecast) £	Forecast/ Actual	Increase	2024/25 Budget £ Rounded	Notes and queries:	2025/26 Forecast	2026/27 Forecast
	Play Areas and Recreation Grounds										
3000	3 Play Areas	300.00	231.00		231.00	A	Inflation	241.86	Any additional playgrounds to be covered by commuted sum to start	254	267
3000	3 Play Areas	1,500.00		1,500.00	1,500.00	F	Additional	3,000.00		3,150	3,308
3000	3 Play Areas	1,440.00	1,600.00		1,600.00	A	Inflation	1,675.20		1,760	1,848
3000	3 Play Areas	800.00		800.00	800.00	F	Removed	-00		-	-
3000	3 Play Areas	250.00		250.00	250.00	F	Inflation	261.75		275	289
3200	Recreation Grounds	4,290.00			4,381.00	F	Inflation	5,180		-	-
3200	Recreation Grounds	250.00	481.00		481.00	F	Inflation	503.61	Electricity 3 yr fixed deal ends 2025	529	556
3200	Recreation Grounds	500.00		500.00	500.00	F	Inflation	523.50		550	578
3200	Recreation Grounds	1,620.00	2,200.00		2,200.00	A	Inflation	2,303.40		2,419	2,540
3200	Recreation Grounds	9,320.00	6,170.00	3,150.00	9,320.00	F	15% increase	10,718.00		11,254	11,937
3200	Recreation Grounds	2,500.00	913.00	1,587.00	2,500.00	F	Inflation	2,617.50		2,749	2,886
3200	Recreation Grounds							1,920.00		2,016	2,117
3400	Pavilion	14,190.00			15,001.00	F	Calc	18,588		-	-
3400	Pavilion	1,100.00	640.00	460.00	1,100.00	F	Calc	1,344.00	8 hours per month @ £14 per hour	1,411	1,482
3400	Pavilion	2,700.00	2,595.00	-	2,595.00	A	Inflation	2,716.97		2,853	2,995
3400	Pavilion	2,500.00	1,603.00	897.00	2,500.00	F	Inflation	2,617.50	Electricity 3 yr fixed deal ends 2025	2,749	2,886
3400	Pavilion		91.00	56.80	147.80	F	Inflation (plus)	171.07		181	190
3400	Pavilion	380.00	387.00		387.00	A	Inflation	405.19		426	448
3400	Pavilion	300.00	356.00		356.00	F	Inflation	373.73		392	411
3400	Pavilion	450.00	340.00		340.00	F	Inflation	355.98		374	392
3400	Pavilion	400.00	400.00		400.00	F	Inflation	418.80		440	462
3400	Pavilion	200.00	200.00		200.00	F	Inflation	209.40		221	232
3400	Pavilion	330.00	355.00		355.00	A	Inflation	371.69		391	410
3400	Pavilion	100.00	100.00		100.00	F	Inflation	104.70		110	116
3400	Pavilion	255.00	255.00		255.00	F	Inflation	266.99		280	294
3400	Pavilion	300.00	300.00		300.00	F	Inflation	314.10		331	347
3400	Pavilion	50.00	50.00		50.00	F	Inflation	52.35		56	58
3400	Pavilion	1,000.00	1,035.00		1,035.00	F	Inflation	1,083.65		1,138	1,195
3400	Pavilion					A		-00		-	-
		10,065.00			10,120.80			10,811			
Total Play & Rec		28,545.00	18,997.00	10,505.80	29,502.80	29,502.80		34,579		36,308	38,123

6,034.00

Finance & General purpose

EDGE budget code	Expense Heading	Budget Item	2023/24 Budget		Actual to date	Forecast	2023/24 (Forecast)		Forecast/Actual	Increase	2024/25 Budget		Notes and queries:	2025/26 Forecast	2026/27 Forecast	
			£	£			£	£			£	£				
	Finance & General Purpose															
4000	Audit, Legal & Professional Fees	Internal Audit (€450), External Audit (€1,400), Legal fees land (1,500)		1,900.00	1,885.00	450.00	2,335.00	2,335.00	F	Calculated	3,350	3,350	3,350	Additional legal fees re land	3,518	3,693
4300	Warden Materials and Equipment:															
4300	2 Materials	Materials, mower fuel	680.00		766.00	400.00	1,166.00		F	Wardens to do more	2,000	2,000		Possibly not high enough?	2,100	2,205
4300	3 Equipment	Equipment - PPE equipment, tools etc	500.00		319.00	181.00	500.00		F	Inflation	524	524			550	578
4300	4 Parish Van Expenses	tax, MOT, fuel, repairs	450.00		601.00		601.00		F	Inflation	629	630			662	695
4300	4 Parish Van Expenses	Van Signwriting	350.00		325.00		325.00		A	Not req						
4300	4 Parish Van Expenses	Insurance	650.00		639.00		639.00		A	Inflation	669	670			704	739
	Total Warden Materials and Equipment			2,630.00			3,231.00					3,824				
4500	Insurances			15,950.00	15,459.22		15,459.22	15,459.22	A	Inflation	17,005	17,006	17,006		17,856	18,749
4700	Membership of societies	CAPALC (€960), SLCC v2 (€370), ICCM (€100), ACRE (€60)	970.00		971.00		971.00		A	Inflation	1,017	1,017			1,068	1,121
	SLCC		370.00		386.00		386.00		A	Inflation	404	405			425	447
	ICCM		100.00		95.00		95.00		A	Inflation	99	100			105	110
	Membership of societies	Acrc	60.00	1,500.00	50.00		50.00		A	Inflation	52	53			56	58
							1,502.00						1,575			
4900	Parish Clock	Service (€200); minor repairs (€200)		415.00	215.00	200.00	415.00	415.00	F	Inflation	435	435	435		457	480
5000	Parish Office:															
5000	1 IT/phone	Phone top-ups eg key holder	30.00													
5000	1 IT/phone	Website hosting (€22PCM) plus domain names (bi-yearly), Gov.uk (bi-yearly) plus Glassblade plug-in (€50)	250.00		224.00	86.00	310.00		F	€22PCM + €80	344	344			361	379
5000	1 IT/phone	IT support /back-up(€142 p/m)	1,700.00		1,204.00	402.00	1,606.00		F	Per Sharepoint quote	1,680	1,680			1,764	1,852
				1,980.00			1,916.00					2,024				
5000	2 Office Supplies	Stationery, tea, coffee etc	430.00		286.00	144.00	430.00		F	Inflation	450	451			474	497
5000	3 Photocopier Rent and Printing Costs	Rent (€550) plus printing	1,260.00		679.00	300.00	979.00		F	Inflation	1,025	1,026			1,077	1,131
5000	4 Parish Office Sundries	Publications, awards, reference books, shredding, unplanned etc	210.00		131.00	100.00	231.00		F	Inflation	242	242			254	267
5000	5 Postage		100.00						F							
5000	6 Office Licence Fee		15,000.00		15,000.00	-00	15,000.00		F	Per Agreement	15,000	15,000			15,750	16,538
5000	7 Office Cleaner		300.00						F							
5000	8 Software Licences	Adobe acrobat €160	160.00		100.00	102.00	202.00		F	Inflation	211	212			223	234
5000	8 Software Licences	Sage Payroll (12 pcm)	80.00		36.00	48.00	84.00		F	Inflation	88	88			92	97
5000	8 Software Licences	Licence Fee Accounting software	1,610.00		141.00	2,000.00	2,141.00		F	Per Quote	3,275	3,275			3,439	3,611
5000	8 Software	New Accounting system							F	Per Quote	6,872	6,872			7,216	7,576
5000	8 Software	Sharepoint		19,150.00		1,200.00	1,200.00		F	N/A			20,267.00			
5000	9 Key Holder Services	Key Holder			1,143.00	750.00	1,893.00		F	Inflation	1,982	1,982			2,081	2,185
5000	9.3 Litter Picker & Warden cover	Litter picking plus equipment (say €275 per month); temporary warden sickness cover	6,300.00		2,092.00	825.00	2,917.00		F	Inflation	6,300	6,300			6,615	6,946
5000	9.4 DPO	CAPALC membership scheme	60.00			60.00			A	Inflation	63	63			66	69
5000	10 Office furniture & equipment	Computer equipment & furniture							F	Inflation			8,345			
	Total Parish Office			6,360.00			4,870.00									
5100	Salaries and Pensions	See salary Workings	82,000.00		61,851.70	30,000.00	91,851.70		F	Per Salary	103,582	103,582			108,761	114,199
5300	Sundry Expenses	ICO registration fee, defibrillator pads/batteries, Poppy Wreath etc, LCAS accreditation £130 (2022)	198.00		473.00		473.00		F	Inflation	495	496			521	547
5400	Training	Clr training programme plus staff training	1,600.00		1,240.00	360.00	1,600.00		F	Inflation	2,175	2,175			2,284	2,398
5700	Pension Scheme Service Charges		440.00		324.00	116.00	440.00		F	Inflation	461	461			484	508
5900	Bank charges - current a/c		231.00		176.00	34.00	210.00		F	Inflation	220	220			231	243
6000	Grants payable	Community Rail Partnership (€750) plus Grinnel Hill insurance (€2,000), mobile wardens (€7,500)	10,250.00		10,294.00	-00	10,294.00		A	Inflation	10,778	10,778			11,317	11,883
6005	Grant funding MAYD	50% MAYD	6,500.00						A	Inflation	6,500	6,500			6,825	7,166
6200	Staff & Councillor expenses		200.00						F							
6600	Timebanking expenses	Software (€150), phone (€140), mileage/Travel/other (€100)	390.00		546.00		546.00		F	Inflation	572	572			601	631
6700	War memorial								A							
6800	Election costs	Election year 2022 - uncontested election costs SCDC (16 seats @ €15)							A							
6900	Community events	Queens jubilee event(2022)/ Coronation (2023)	3,110.00		1,560.00		1,560.00		F	Inflation	1,633	1,634			1,716	1,801
							106,974.70						126,418			
			154,783.00	119,211.92	37,758.00	156,969.92	156,969.92					190,143			199,650	209,633
												35,360.00				

EDGE budget code	Expense Heading	Budget Item	2023/24 Budget		Actual to date	Forecast	2023/24 (Forecast)		Forecast/ Actual	Increase	2024/25 Budget			Notes and queries:	2025/26 Forecast	2026/27 Forecast	
			£	£			£	£			£	£	£			£	£
6400	Community Hub -maintenance/replacements	Maintenance Grant	15,000.00		4,590.00	10,410.00	15,000.00	15,000.00	A	As per prior year	15,000.00	15,000.00	15,000.00		15,750	16,538	
6401	Community Hub -maintenance/replacements	Maintenance - services: fire alarms(E330)	330.00			330.00	330.00		F		330.00	330.00	330.00		347	364	
6401	Community Hub -maintenance/replacements	Maintenance - fire extinguishers (E145)	165.00			165.00	165.00				165.00	165.00	165.00		173	182	
6401	Community Hub -maintenance/replacements	Maintenance - boiler service (E145)	145.00			145.00	145.00				145.00	145.00	145.00		152	160	
6401	Community Hub -maintenance/replacements	Maintenance - burglar alarm (E110)	110.00			110.00	110.00				360.00	360.00	360.00		378	397	
6401	Community Hub -maintenance/replacements	airconditioning x2 (E200)	200.00		280.00	-80.00	200.00				300.00	300.00	300.00		315	331	
6401	Community Hub -maintenance/replacements	stair lift (E330)	330.00		251.00	79.00	330.00				637.00	637.00	637.00		669	702	
6401	Community Hub -maintenance/replacements	PAT test (E200)	200.00			200.00	200.00				200.00	200.00	200.00		210	221	
6401	Community Hub -maintenance/replacements	legionella testing (E340)	340.00			340.00	340.00				1,000.00	1,000.00	1,000.00		1,050	1,103	
6401	Community Hub -maintenance/replacements	Automatic Doors									495.00	495.00	495.00		520	546	
6401	Community Hub -maintenance/replacements	Gutter clearance (E80)	80.00			80.00	80.00				83.76	84.00	84.00		88	93	
6401	Community Hub -maintenance/replacements	PV cleaning (E160)	160.00			160.00	160.00				167.52	168.00	168.00		176	185	
6401	Community Hub -maintenance/replacements	circuit testing (5 yrs - due 2027)									-	-	-		-	750	
6401	Community Hub -maintenance/replacements	Fire Risk Assessment									-	-	-		-	-	
6401	Community Hub -maintenance/replacements	Service charge - Hundred Houses	1,000.00			1,000.00	1,000.00		F	Inflation	1,047.00	1,047.00	1,047.00		1,099	1,154	
6401	Community Hub -maintenance/replacements	Small repairs/replacements (minor repairs, equipt replacements)	550.00		645.00	-95.00	550.00		F	Inflation	-	-	-		-	-	
6401	Community Hub -maintenance/replacements	Unplanned and emergency e.g. major equipt repairs/leaks etc	1,600.00		1,275.00	325.00	1,600.00		F	Inflation	-	-	-		-	-	
6401	Community Hub -maintenance/replacements	Maint Projects 2023/24 - per list (see project tab)	5,000.00		4,630.00	370.00	5,000.00				-00	-00	-00		-	-	
	Total Community Hub - maintenance/replacements		10,210.00				10,210.00						4,931.00				
6450		PWLB Community Hub - Interest	27,643.00		27,701.00		27,701.00		A		27,701.00	27,701.00	27,701.00		27,701.00	27,701.00	
6451		PWLB Community Hub - Capital	5,311.00		5,253.00		5,253.00		A		5,253.00	5,253.00	5,253.00		5,253.00	5,253.00	
			32,954.00				32,954.00						32,954.00				
					32,954.00	-00	-00	58,164.00	58,164.00					52,885.00		53,881.55	55,677.93
													-5,279.00				

Reserves

Asset Management Reserves

		£	Projects 24/25	Projects 25/26	Projects 26/27
Asset Management	Current Balance	87,611.71			
Melbourn Pavillion	Redecoration of walls, timber cladding, recoat steelwork		5,200.00		
Melbourn Pavillion	Redecorate internal				10,000.00
Fire House	Timber & Steel Gates redecoration		2,000.00		
Little Hands	External redecoration		7,000.00		
Little Hands	Replace Oil Storage Tank		4,000.00		
Little Hands Car Park	Car Park		20,000.00		
Clear Crescent	Resurfacing of playpark		10,000.00		
Church wall	Churchwall		25,000.00	25000	25000
Melbourn Hub	Redecoration of external		15,000.00		
		87,611.71	88,200.00	25,000.00	35,000.00
	Contribution to reserves		13,000.00	35,000.00	36,750.00
	Running Total	87,611.71	12,411.71	22,411.71	24,161.71

			Projects 24/25	Projects 25/26	Projects 26/27
	Hub Reserve	10,410.00			
	B/fwd				
Melbourn Hub	Repair to Cladding		2,000.00		
		10,410.00	2,000.00	-00	-00
	Contribution to reserves		15,000.00		
		10,410.00	23,410.00	23,410.00	23,410.00

Summary of Hub-related Contracts for Parish Council Consideration

Service contract	Approx budget 2024/25
MPE Alarms Fire & Intruder Alarms Hardware, CCTV cameras and recording	£690.00
County Fire Services Fire Panel Servicing and Faults	<i>Believe this is included in above.</i>
Baron Fire New Flame Fire Extinguishers	£150.00*
MGS Doors Automatic Doors	£495.00
PAT testing / Elec Group	£200.00
JHE Electrical All Electrical Systems safety inspection servicing including PAC testing	x
To be Nominated Gas Boiler and associated kit	£90.00*
4i Water Services / Elec Group Legionella Audit and Compliance	£1000.00*
Airway Air Conditioning including extraction and fan-assisted ventilation	£300.00
Stannah Wheelchair Lift	£336.94
Chairlift inspection (BES?)	£300.00
	£3561.94

Additional contracts	Approx budget 2024/25
Fixed wire testing	£750.00
Fire Risk Assessment	£1500.00
	£2250.00

Notes:

- Suppliers to be confirmed
- * Estimated costs, based on discussion and not formal quotation

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.

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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 expenditure related to and explicitly included as part of full council pre-approved contracts covering embedded building systems and services (on any/all Parish-owned buildings), the Clerk will authorise both scheduled and unscheduled work as this arises provided this is within budget. If work is required that falls outside of contract terms it will be authorised by exception, ether by agenda at full council or though councillors by an email decision.

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

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- Urgent Emergency Work: Circumstances may arise where emergency service or equipment replacement is needed for safety reasons or (in the specific case of the Hub building and or its commercial operations) where urgent approval of spend is required to protect the assets or finances of the Hub and the council. When this arises the following authorisation process will be used, depending on the case in question;

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- For items of budgeted non-contract expenditure on the Hub, the Clerk and Chair can authorise expenditure up to £1,000. This provision relates to items requiring emergency action,

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- 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 also Directors of the Hub Management Group) and subject to a majority approval authority will be granted to the Clerk to action payment of approved amount,

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- Where immediate action relating to emergency maintenance is needed to protect Parish assets and the Hub business, the Clerk and Chair can authorise up to £15,000 provided retrospective approval of full Council is obtained. Such action should be taken with the support of Hub management and cost estimates obtained prior to acting. Such authority is to be evidenced by a minute, email or invoice duly signed by the Clerk, and where necessary also

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by the Chair.

~~For items of budgeted expenditure on the Hub, the Clerk and Chair (provided the Chair is not director of the Hub Management Group) up to £15,000. For items of expenditure 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 over time.
- 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.

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

- 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 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.

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

- 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.

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.

- 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.

MELBOURN PARISH COUNCIL

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