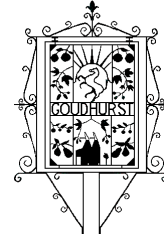


Goudhurst Parish Council

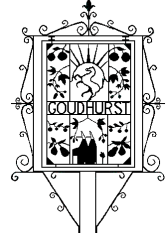


Meeting of the Parish Council 11th June 2024

MEETING
11 June 2024 19:15 BST

PUBLISHED
6 June 2024

Goudhurst Parish Council



To: Members of Goudhurst Parish Council

I summon you to a Meeting of Goudhurst Parish Council on Tuesday 11th June 2024 at 7.15 for a 7.30pm start in The Church Rooms, Back Lane, where business detailed on this agenda will be discussed. At 7.15pm, members of the public are invited to speak with Councillors but the meeting will officially start at 7.30pm.

Goudhurst Parish Council recognises that there are continuing risks associated with COVID-19 and is supportive of individuals wearing masks in meetings and maintaining a social distance. In order to keep everyone safe, please do not attend a meeting if you have COVID-19 symptoms or have tested positive for COVID-19 in the past 5 days. We will continue to review the risks and will comply with any future controls recommended or mandated by HM Government.

Members of the Public and the Press are welcome to attend this meeting and to ask questions or raise issues of local interest during the 7.15pm to 7.30pm session. Thereafter they are welcome to stay and observe the rest of the Meeting; members of the public are not permitted to speak during the remainder of the meeting except by special invitation of the Chairman, Public Bodies (Admission to Meetings) Act 1960, s1. Please note, Council cannot lawfully decide on items of business not specified on the published agenda although the Chairman may decide to refer any issues raised for further discussion (LGA 1972 Sch 12, 10 (2)(b)).

Please inform the Clerk, if you intend to film or record the Meeting.

Katrina Hoyle
Acting Clerk to Goudhurst Parish Council
11th June 2024

Parish Council Office - The Hop Bine, Ranters Lane, Goudhurst, TN17 1HN
01580 212552 | <https://goudhurst-pc.gov.uk>

Quorum for Council: 4 Members

Agenda

Location	Date	Time
The Church Rooms, Back Lane, Goudhurst	11 Jun 2024	19:15 BST

Item	Page
7.15pm - prior to the start of the meeting. Questions and comments from members of the press and public.	-
This is an opportunity for members of the public to ask questions or raise issues of local interest. Thereafter they are welcome to stay and observe the rest of the Meeting (members of the public are not permitted to speak during the remainder of the meeting except by special invitation of the Chairman) Public Bodies (Admission to Meetings) Act 1960, s1. Please note, Council cannot lawfully decide on items of business not specified on the published agenda although the Chairman may decide to refer any issues raised for further discussion (LGA 1972 Sch 12 10 (2)(b)).	-
1 To receive apologies for absence and to approve the reasons given.	-
2 Declarations of Interest	-
3 To approve and sign as a correct record the Minutes of the Parish Council Meeting held on Tuesday 14 May 2024, and available to members prior to the meeting via Board Intelligence.	5
Members are reminded that only issues relating to material accuracy can be discussed.	-
4 To receive reports from County and Borough Councillors (limited to 10 minutes in total).	-
5 Accounts	-
5.1 To resolve to approve payments for May 2024.	40
6 Resolutions	-
6.1 To resolve to approve the AGAR as signed by the Internal Auditor and accept the recommendations given in the Internal Auditor Report to Council	46
6.2 To resolve for the AGAR to be signed by the Chairman, RFO and Acting Clerk	59
6.3 To resolve satisfaction over the additional property enquiries regarding the purchase of The Antique Shop, High Street, Goudhurst TN17 1AL and no further action required	65
6.4 To resolve for the pre-approved signatories to sign the Transfer Deed, the License to Assign and the Contract for Sale for the Purchase of The Antique Shop, High Street, Goudhurst TN17 1AL	69
6.5 To resolve to delegate authority on the appointment of contractors for the renovation works needed for the new office to the Finance Committee	-
6.6 To consider and resolve on whether to complete an application for a Lawful Development Certificate for the new office (please see Acting Clerk report)	-
6.7 To resolve to support the grant request for the replacement fire alarm at the Village Hall and determine the amount, if given	102
6.8 To resolve to support the grant request for the replacement doors, on the BT Building by the village hall and determine the amount, if given	140
7 To receive an update on the development of Council's core values.	-
8 To update Council on the resignation of Councillor Julia Kiggell, and the Causal Vacancy process	170
9 To receive delegated action points, for each Committee, from the recent Resident's Survey	-

	Item	Page
10	Committee Reports	-
10.1	Council to adopt the minutes of the Amenities Meeting held on 28th May 2024 and to note the decisions made.	172
	Cllr David Knight was elected as Chairman of the Amenities Committee.	-
	Cllr Suzie Kember was co-opted into the Amenities Committee	-
	The approved expenditure of Millenium Walk to be paid from budget code 5382.	-
	B&K be appointed to install the AED to be paid from budget code 5108	-
	The approval of expenditure of £850 for the painting of the village sign on The Plain and be paid from budget code 5325	-
	To replace the damaged bench on The Plain and be paid from budget code 5325	-
	To tidy and replant the water trough expenses to be paid from budget code 5300.	-
	To keep the spare St Mary's Days Garage for Parish Council storage	-
10.2	Planning Committee	-
10.3	Members to note Committee recommendations and TWBC decisions in May 24	175
11	Chairman's Report	-
12	Clerk's Report	179
13	Correspondence	-
14	Items for information	-
14.1	Date of next Meeting 9th July 2024, 7.15 for 7.30 start at The Church Rooms.	-

Goudhurst Parish Council

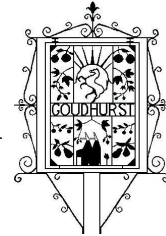


Annual Parish Council Meeting 14.05.24

MEETING
14 May 2024 19:00 BST

PUBLISHED
8 May 2024

Goudhurst Parish Council



MINUTES OF THE ANNUAL MEETING OF GOUDHURST PARISH COUNCIL

on Tuesday 14 May 2024 at 7.00pm in Church Rooms Back Lane

Before the meeting was convened, there was public participation but no requests to speak had been received.

PARTICIPANTS

Councillors present: Cllrs Craig Broom, Antony Harris (Chairman), Suzie Kember, Phil Kirkby, David Knight (Borough Councillor), Geoff Mason, Ed Read-Cutting, Caroline Richards, Paul Wareham and Alison Webster

Others present: Borough Councillors Thomas Mobbs and Lynne Darrah.

Officers present: Katrina Hoyle Deputy Clerk Panetta Horn, RFO.

ELECTION OF THE CHAIRMAN

059/24 It was **resolved** to elect Cllr Antony Harris as Chairman of the Council.

APOLOGIES

060/24 Apologies were received from Cllr Julia Kiggell for work commitments

DISCLOSURES OF INTEREST

061/24 Cllr Phil Kirkby declared an interest as per the Minutes of the Youth and Housing.

ELECTION OF THE VICE-CHAIRMAN

062/24 It was proposed by Cllr Geoff Mason that Cllr Phil Kirkby be elected as Vice-Chairman. This was seconded by Cllr Edward Hodgskin. It was proposed by Cllr David Knight and seconded by Cllr Suzie Kember that Cllr Alison Webster be joint Vice-Chairman. This was unanimously **resolved** by council.

COMMITTEE MEMBERSHIP

063/24 **Burial Authority.** It was **resolved** to reinstate the Burial Authority and unanimously **resolved** to appoint the following members to the Burial Authority: Cllrs Ed Read Cutting, Phil Kirkby, Geoff Mason and Caroline Richards, Paul Wareham. It was **agreed** that the Burial Authority will appoint a chairman at their first meeting and agree the terms of reference.

064/24 **Finance Committee.** It was **resolved** to reinstate the Finance Committee with the published terms of reference. It was unanimously **resolved** to appoint the following members to the committee: Cllrs Craig Broom, Antony Harris, Phil Kirkby, David Knight and Geoff Mason. It was **agreed** that the Finance Committee will appoint a chairman at the first meeting of the committee.

065/24 **Planning Committee.** It was **resolved** to reinstate the Planning Committee with the published terms of reference. It was unanimously **resolved** to appoint the following members to the committee: Cllrs Craig Broom, Alison Richards, Suzie Kember, Ed Read-

Cutting, Caroline Richards and Paul Wareham. It was **agreed** that the Planning Committee will appoint a chairman at the first meeting of the committee.

- 066/24 **Amenities Committee.** It was **resolved** to reinstate the Amenities Committee with the published terms of reference. It was unanimously **resolved** to appoint the following members to the committee: Cllrs David Knight, Geoff Mason, Ed Read-Cutting, Caroline Richards and Alison Webster. It was **agreed** that the Amenities Committee will appoint a chairman at the first meeting of the committee.
- 067/24 **Highways Committee.** It was **resolved** to reinstate the Highways Committee, with the published terms of reference. It was **resolved** to appoint the following members to the committee: Cllrs Craig Broom, Suzie Kember, Paul Wareham and Alison Webster. It was **agreed** that the Highways Committee will appoint a chairman at the first meeting of the committee.
- 068/24 **Youth & Housing Committee.** It was **resolved** to reinstate the Youth & Housing Committee with the published terms of reference. It was unanimously **resolved** to appoint the following members to the committee: Cllrs Craig Broom, David Knight, Phil Kirkby and Alison Webster. It was **agreed** that the Youth & Housing Committee will appoint a chairman at the first meeting of the committee.
- 069/24 Staffing Committee. Geoff Mason Caroline Richards, Edward Hodgskin and Julia Kiggell. Terms of reference etc
- 070/24 It was **resolved** to dissolve the *Business Liaison Working Group due to lack of interest. It is noted to host a business specified event during a Parish Council September meeting.*

TRUSTEES OF GOUDHURST VILLAGE HALL

- 071/24 It was **resolved** to appoint Cllr Phil Kirkby and Cllr Edward Hodgskin, to be decided at the June council meeting, as nominative trustees to Goudhurst Village Hall Committee.

APPOINTED REPRESENTATIVES

- 072/24 It was **resolved** to appoint the following representatives to:
- Hop Pickers Line – Cllr Suzie Kember
 - Kilndown Recreational Hall Trust, Kilndown Millennium Green Trust and Kilndown Quarry Centre – Cllrs David Knight, Ed Read-Cutting and Paul Wareham.
 - KALC Area Committee – Cllr Antony Harris
 - Dorothy Bathurst's Charity – Cllr Suzie Kember
 - Goudhurst Education Foundation - Cllr Suzie Kember
 - River Teise Sub Group – It was **resolved** to remove a representation from this group
 - Friends of the Village Green – It was **resolved** to remove a representation from this group

MINUTES OF THE LAST MEETING

- 073/24 It was **resolved** that the Minutes of the Parish Council Meeting held on 9th April 2024 copies of which had been previously distributed to Members via Board Intelligence, be signed by the Chairman as a correct record.

REPORTS FROM COUNTY & BOROUGH COUNCILLORS

- 074/24 Members congratulated Cllrs David Knight, Lynne Darrah and Thomas Mobbs on their recent election to the Borough Council.
- Councillor David Knight reported:

075/24 The Liberal Democrats have overall control over Tunbridge Wells, with 22 seats out of the 39. The Conservatives have 7, Labour 5, Tunbridge Wells Alliance with 4 and 1 Independent. It was **noted** the West Kent Rural Grant Scheme is still available and unspent.

Councillor Thomas Mobbs reported:

076/24 No Liberal Democrats were elected in rural areas so a primary focus for him will be in the rural areas. It was **noted** there may be a call for sites soon, and a focus for Tunbridge Wells Council is a new Neighbourhood Plan.

ACCOUNTS

The Responsible Finance Officer, Mrs Panetta Horn, reported:

077/24 It was noted that the annual accounts shutdown will take place on 21 May and the internal audit will take place on 26 May 2023.

078/24 *Council noted the summary of receipts and payments in April 2024 in Appendix: 1*

Accounts.to (25/04/24)

**These figures will be presented to Council at the May 2024
Council meeting.**

Receipts UTB in April 2024

Misc	800.00
Burial Authority	775.00
Mary Day Garage Rents	448.00

Receipts CCLA March 2024

417.65

Total Receipts

2,440.65

Payments April 2024

UTB	16,085.50
CCLA	0

Total Payments

£16,085.50

Cash Balances at Bank

UTB at 25 th April 2024	79,442.80
CCLA at 31 st March 2024	100,634.50

Current Balances

£180,077.30

079/24 It was **resolved** Cllr Alison Webster and Geoff Mason to sign off the account.

CHAIRMAN'S REPORT

080/23 Cllr Antony Harris updated the council on a meeting had with Kent County Council regarding the ongoing lack of a secondary school in the local area. Alternative options are being explored but there is no immediate resolution.

081/24 It is **noted** Goudhurst Parish in Bloom competition starts in May. The cups have been cleaned and a specialised newsletter will be sent to explain criteria. It will be judged the last week of June.

Resolutions

082/24 It is **resolved** to spent up to £16,000 for the damp proofing of the new office, but alternative quotes to be found. **Action:** Cllr Alison Webster to forward an alterative contact for quote.

083/24 It was **noted**, the grant request expenditure of £490 received from The Old Parsonage Surgery to replace the stolen wooden sleepers was withdrawn prior to the meeting.

084/24 It is **resolved** for the expenditure of £100 for the welcome booklet reprinting

085/24 It is **resolved** for the expenditure of £480 for Tree Safety Survey

- 086/24 It is **resolved** for the grant request expenditure of £364.02 from the PTFA to cover the Public Liability for the Village Fete. It is **noted** to add public liability to the finance committee.
- 087/24 It is **resolved** for the Finance Committee to review the Grants Process.
- 088/24 It is **resolved** promote Katrina Hoyle to Acting Clerk and Proper Officer with immediate effect and the appointment of Rebecca Barden to Assistant Clerk on a 3-month temporary contract.
- 089/24 It is **resolved** to add Katrina Hoyle to the bank accounts, and remove Claire Reed

YOUTH & HOUSING COMMITTEE

- 090/24 Council **resolved** to adopt the minutes of the Youth & Housing Committee meeting held on 23rd April 2024

PLANNING COMMITTEE

- 091/24 Council **noted** the recent planning Applications. ***Please see Appendix 3.***

ITEMS FOR INFORMATION

- 092/23 It is **noted** there is furniture, from the previous office still in the storage. It is **agreed** for Panetta to visit and decide on what will fit in the new office.
- 093/24 It is **noted** a Council owned garage has become vacant. It is **agreed** for this to be added to the Amenities Agenda in May.
- 094/24 Cllr Ed Read Cutting shared a positive experience at the National Trust Kilndown Woods Tour and his thanks to those involved are **noted**.
- 095/24 It is **noted** the Resident Survey will be shared publicly at the Annual Parish Meeting.
- 096/24 It is **noted** Cllrs Craig Broom and Antony Harris will be meeting with a local resident to discuss parking at Balcombes Hill.

NEXT PARISH COUNCIL MEETING

- 097/24 The next Council Meeting is Tuesday 11th June at 7.30pm at The Church Rooms.

The meeting closed at 21.30

Kat Hoyle
Acting Clerk
14.05.24

Goudhurst Parish Council



STANDING ORDERS

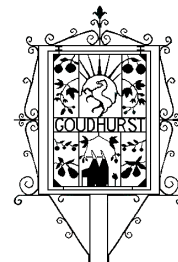
COMMITTEES and RESPONSIBILITIES May 2023

CHAIRMAN: Cllr Antony Harris	VICE-CHAIR: Cllrs Philip Kirkby & Caroline Richards
AMENITIES COMMITTEE Chair: Cllr David Knight	Cllrs Julia Kiggell, David Knight, Geoff Mason, Ed Read-Cutting, Caroline Richards and Alison Webster. Advisers: Ed Bates and Peter Rolington Footpaths: Mrs JoJo Bates and Mrs Alison Scott
BURIAL AUTHORITY Chair: Cllr Caroline Richards.	Cllrs Edward Hodgskin, Phil Kirkby, Geoff Mason and Caroline Richards. Advisers: Rev. Rachel Robertson.
FINANCE COMMITTEE Chair: Cllr Craig Broom	Cllrs Craig Broom, Antony Harris, Phil Kirkby, David Knight and Geoff Mason. Advisors: Claire Reed (Clerk), Panetta Horn (RFO).
HIGHWAYS Chair: Cllr Craig Broom	Cllrs Craig Broom, Suzie Kember, Paul Wareham and Alison Webster. Advisers: Ted Bennett, Helen Sampson and Paul Green.
PLANNING Chair: Cllr Craig Broom	Cllrs Craig Broom, Antony Harris, Ed Hodgskin, Suzie Kember, Ed Read-Cutting, Caroline Richards and Paul Wareham.
YOUTH AND HOUSING Chair: Cllr Phil Kirkby Vice-Chair: Cllr David Knight	Cllrs Craig Broom, Julia Kiggell, Philp Kirkby, David Knight and Alison Webster. Advisor: Mr. Steve Hope.
STAFFING COMMITTEE	Cllrs Craig Broom and Geoff Mason, Julia Kiggell and Edward Hodgskin
BUSINESS LIAISON WORKING GROUP	Cllrs Suzie Kember and Paul Wareham

OTHER COMMITTEES & APPOINTMENTS

GOUDHURST VILLAGE HALL COMMITTEE	Cllrs Phil Kirkby and Edward Hodgskin
HOP PICKERS LINE REPRESENTATIVE	Cllr Suzie Kember
KILNDOWN RECREATION HALL TRUST	Cllrs David Knight, Ed Read-Cutting, Paul Wareham
KILNDOWN MILLENNIUM GREEN TRUST	
KILNDOWN QUARRY CENTRE	
KALC AREA COMMITTEE	Cllr Antony Harris
DOROTHY BATHURST'S CHARITY	Cllr Suzie Kember and Cllr Alison Webster
GOUDHURST EDUCATION FOUNDATION	Cllr Suzie Kember and Cllr Alison Webster
RIVER TEISE SUB GROUP	Cllr Caroline Richards
CLERK TO THE PARISH COUNCIL	
DEPUTY CLERK TO THE PARISH COUNCIL	Katrina Hoyle
RESPONSIBLE FINANCIAL OFFICER	Panetta Horn

Goudhurst Parish Council



Burial Authority

Terms of Reference

Purpose

Reviews and implements Goudhurst Burial Authority Regulations including fees and charges. Issues Exclusive Right of Burial Certificates, allocates burial plots and ashes plots, deals with permission for monuments, the collection of fees and charges, the processing of certificates for burials and the maintenance of official burial records. Liaises with Funeral Directors, gravediggers and bereaved families as required. Ensures that St Mary's Churchyard, Goudhurst cemetery and burial grounds, and Christ Church Churchyard, Kilndown are maintained in good order. The day to day administration of the Burial Authority business is carried out by the Clerk.

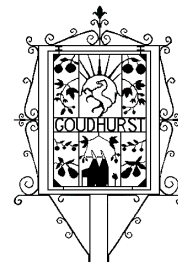
Meetings

The Committee meets at least 3 times annually. The required notice will be given to members via Board Intelligence.

Decision Making

The Clerk will advise members whether or not a particular item under discussion is within the Committee's delegated powers. If it is within delegated powers, the minutes will record the decision as RESOLVED. If not, then the minutes will record the decision as RECOMMENDED and it will then be brought to the attention of the Council for decision. Minute 090/22 refers.

Goudhurst Parish Council



Finance Committee

Terms of Reference

Purpose

To discuss and agree on the allocation of funds from the annual budget for community projects. Community projects are those projects or items not deemed to fall under day to day expenditure or maintenance. To consider applications for grant funding and to decide on the allocation of funds.

Meetings

Meetings will be organised by the chairman and the required notice given to members via Board Intelligence. Meetings will be called/ held as required.

Committee Chairmen will be asked to make submissions to the Finance Committee with a clear proposal for project expenditure. The proposal should include a clear estimate of costs and an explanation/ justification for the expenditure. Committee members will discuss the merits of each proposal received and decide on the allocation of funds. The final budget will be presented to the Council for a decision.

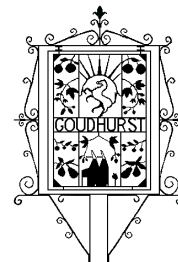
Decision Making

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The Committee does not have a budget and is not expected to incur any expenditure.

Approved by Council 14 May 2024

Goudhurst Parish Council



Planning Committee

Terms of Reference

Purpose

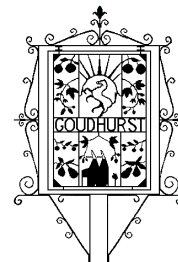
Under LGA 1972, s101 (1) (b) The Council has delegated responsibility to the Planning Committee to consider all planning applications received from Planning Authorities. The Committee has responsibility for making recommendations and representations to the relevant planning authorities. Members of the Committee may represent Council at TWBC Planning Committee and Appeal Hearings as required. The Committee monitors Licensing matters.

Meetings

The Committee usually meets twice monthly on the second and fourth Tuesdays. The required notice will be given to members via Board Intelligence.

Approved by Council 14th May 2024

Goudhurst Parish Council



Amenities Committee

(incorporating Footpaths, Police and Neighbourhood Watch)

Terms of Reference

Purpose

The Committee is responsible for the maintenance of public areas within the Parish. These include, but are not limited to, the Plain (including the water trough) and Goudhurst Pond, Quarry Pond in Kilndown, Goudhurst war memorial and garden and the Goudhurst beacon which stands on land which it is part of the Glebe Fields leased from the Diocese of Canterbury.

The Committee is responsible for grounds maintenance (and any legal issues) of the Village Green (Top Glebe), Lower Glebe Field and Lurkins Rise Recreation Area. Additionally, the Committee has responsibility for the management of Balcombes Hill car park and the Public Lavatories, for village signs, notice boards, bus shelters, litter clear up campaigns, dog fouling and Christmas lights, benches and trees (but not those in the Churchyards).

The Amenities Committee is also to monitor, maintain and improve where possible, and in collaboration with the relevant authorities,

- a. Walking routes (e.g. Public Rights of Way footpaths and footways alongside roads)
- b. Liaises with KCC on local PROW maps. Note that Goudhurst Parish has 39 miles of PROW. The Committee also monitors rural initiative schemes e.g. High Weald Project and River Teise Group and oversees the annual Goudhurst in Bloom competition.

Establishes and maintains good relations with Kent Police. Also the Police Community Liaison Officer and the KCC Community Warden allocated to cover Goudhurst Parish. Encourages participation in local Neighbourhood Watch activities. Advises Council on CCTV performance in the Parish. Brings forward recommendations for replacement equipment and possible expansion of CCTV coverage in key areas.

Meetings

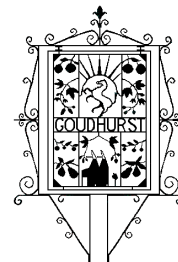
The Committee meets every two months (or as required) on a Tuesday. The required notice will be given to members via Board Intelligence.

Decision Making

The Clerk will advise members whether or not a particular item under discussion is within the Committee's delegated powers. If it is within delegated powers, the minutes will record the decision as RESOLVED. If not, then the minutes will record the decision as RECOMMENDED and it will then be brought to the attention of the Council for decision. Minute 090/22 refers.

Approved by Council 14th May 2024

Goudhurst Parish Council



Highways Committee

with PUBLIC TRANSPORT

Terms of Reference

Purpose

Seeks to monitor and improve where possible, in collaboration with the relevant authorities,

- Traffic flow and traffic calming on public highways;
- Access on foot on the highway in and around Goudhurst;
- Interactions between pedestrians and vehicles (crossings, footways, parking, etc);
- HGV traffic issues;
- Public transport - bus services;
- Cycling.

To establish and take account of residents' views on Highways and Public Transport matters.
To develop positive relationships with KCC and TWBC officers and Members.

Meetings

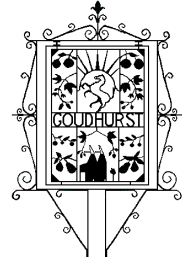
The Committee meets every two months (or as required) on a Tuesday. The required notice will be given to members via Board Intelligence.

Decision Making

The Clerk will advise members whether or not a particular item under discussion is within the Committee's delegated powers. If it is within delegated powers, the minutes will record the decision as RESOLVED. If not, then the minutes will record the decision as RECOMMENDED and it will then be brought to the attention of the Council for decision. Minute 090/22 refers.

Approved by Council 14th May 2024

Goudhurst Parish Council



Youth & Housing Committee

Terms of Reference

Purpose

Assists local organisations by supporting the organisation and promotion of recreational projects to occupy and inspire young people in the Parish. Has responsibility for Chequer Field including relations with, and the activities of, Goudhurst United FC and their junior teams (Goudhurst Dynamos). Also responsible for relations with Goudhurst & Kilndown CE Primary School in their use of the Chequer Field facilities, including the pavilion. Has responsibility for recreational activities on the Village Green (Top Glebe) but not maintenance or legal issues. Has responsibility for all aspects of the equipment and maintenance of the Back Lane children's play area and any other play areas that may be developed on GPC's estate. Liaises with the organisers of the annual Goudhurst Fete on the use of the Village Green. Responsible for activities on the Lurkins Rise Recreational Area.

The Committee also monitors the administration of the Section 106 agreement between Tunbridge Wells Borough Council, Goudhurst Parish Council and the relevant housing associations relating to the allocation of affordable housing in the Parish. It monitors the housing needs surveys (should be renewed every 5 years) and affordable housing schemes in the Parish.

Meetings

The Committee meets every two months (or as required) on a Tuesday. The required notice will be given to members via Board Intelligence.

Decision Making

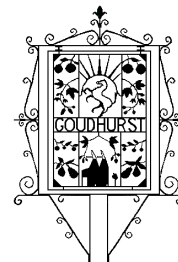
The Clerk will advise members whether or not a particular item under discussion is within the Committee's delegated powers. If it is within delegated powers, the minutes will record the decision as RESOLVED. If not, then the minutes will record the decision as RECOMMENDED and it will then be brought to the attention of the Council for decision. Minute 090/22 refers.

Approved by Council 14th May 2024

Goudhurst Parish Council

Staffing Committee

Terms of Reference



General

- I. Membership of the Staffing Committee and its quorum will be determined by Council.
- II. The Committee will be mindful:
 1. of the legal framework for, and good practice in, employment matters
 2. of the confidential nature of employer-employee matters and that many of the items for consideration will require that the public and press be excluded by resolution of the Committee
 3. of the nationally negotiated model contract, benchmarking and terms and conditions for the employment of the Clerk to the Council
 4. of relevant council protocols and policies

Matters for recommendation to council

The Committee will make recommendations to Council regarding:

- I. staffing & office requirements including budget allocations
- II. all policy issues relating to staff
- III. staff recruitment
- IV. confirm individual Contracts of Employment and Terms & Conditions
- V. decide upon annual salary awards

Matters for delegation to the staffing committee

The Committee will receive reports from the Clerk and will:

- I. make arrangements for regular objective review of the Clerk's performance by this committee and take necessary action thereon
- II. appoint a member of the committee to seek advice for the committee in the event of a dispute between the Council and the Clerk
- III. consider matters arising from the application of the Council's Disciplinary and Grievance Procedures and take all necessary action thereon

- IV. as and when required under the Council’s Disciplinary and Grievance Procedures, appoint an Appeals Panel, whose members will not be members of the Staffing Committee, and appoint the Chairman of the Appeals Panel who will initiate an Appeals Panel Meeting
- V. Consider recommendations from the Appeal Panel and take necessary actions thereon.

Approved by Council 14th May 2024

Goudhurst Parish Council



MINUTES OF A MEETING OF GOUDHURST PARISH COUNCIL

on Tuesday 09th April 7.15pm in the Church Rooms

Before the meeting was convened members of the public were invited to speak.

PARTICIPANTS

Councillors present: Cllrs Antony Harris (Chairman), David Knight, Julia Kiggell, Phil Kirkby, Geoff Mason, Edward Hodgskin, Ed Read-Cutting, Paul Wareham and Alison Webster. **Officers**

present: Kat Hoyle, Deputy Clerk and Panetta Horn, RFO.

Others present: Three members of the public

QUESTIONS FROM THE PUBLIC

006/24 Residents of Pillory Corner addressed the Council over their concerns regarding visitors to Cellar Head Brewery. The Deputy Clerk was asked to investigate what conditions are attached to the alcohol license and Cllrs Paul Wareham and David Knight **agreed** to liaise with the residents.

APOLOGIES

007/24 Apologies were received from Cllr Craig Broom (working).

DISCLOSURES OF INTEREST

008/24 There were none.

MINUTES OF THE LAST MEETING

009/24 It was **resolved** that the minutes of the Parish Council Meeting held on 12th March 2024, copies of which had been previously distributed to Members via Board Intelligence, were signed by the Chairman as a correct record.

REPORTS FROM COUNTY & BOROUGH COUNCILLORS

010/24 **County Councillor Sean Holden was not present**

Borough Councillor David Knight updated:

- The Community Safety Partnership Strategic Assessment 2023-24 Report was presented to The Overview and Scrutiny Committee. Highlights included, despite the 3% increase in overall crime, Tunbridge Wells is the second safest place to live, after Sevenoaks. The two largest areas of increase are shoplifting (27% increase) and Anti-Social Behaviour (33% increase)
- The public Consultation on the Draft Royal Tunbridge Wells Town Centre Plan- Vision 2040 runs until midnight on Monday 15 April 2024.
- At the last Finance and Governance Cabinet Advisory Board meeting on 3rd April, the recommendation from The Audit and Governance Committee to change call in deadlines was approved. In future when an outline application is converted into a full application, the timeline is reset.

011/24 It was **noted** that questions from the recent resident survey were perceived by some as being too Goudhurst central focused.

ACCOUNTS

- 011/24 Council **noted** the summary of receipts and payments in March 2024.
- 012/24 Council **resolved** to approve the payments for April 2024 as presented at the meeting and detailed in Appendix 1.
- 013/24 It was **resolved** that Cllrs Geoff Mason and Phil Kirkby would approve the electronic payments on UTB. **Action: RFO**

CORE VALUES

- 014/24 Council received an update on proposals for new core values for the Council. It was **resolved** to adopt the following.
- **Transparency:** *Committing to openness and transparency in all council activities.*
 - **Service:** *Dedication to serving the needs of the community and prioritising the well-being of residents in all council endeavours, being mindful of public money.*
 - **Collaboration:** *Working collaboratively internally and externally to address community issues and achieve common goals.*
 - **Integrity:** *Acting with honesty, integrity, and ethical behaviour in all council operations and interactions.*
 - **Respect:** *Treating all individuals and each other with respect, dignity, and empathy, ensuring that all voices are heard and valued.*

RESIDENT SURVEY

- 015/24 It was **agreed** to defer discussion on the Resident Survey results until the next meeting when Cllr Craig Broom is present.

PARISH OFFICE

- 016/24 The RFO updated the Council on progress of the purchase. It was **agreed** to approach builders to get quotes, starting mid-May based on the agreed outline of works.

RESOLUTIONS

- 017/24 Council **resolved** to adopt the Terms of Reference for the new Staffing Committee with one amendment for key decisions to go to Full Council. **Action: Cllr Geoff Mason to update.**
- 018/24 It is **resolved** for the Employment Committee to be formed with Cllr Geoff Mason, Cllr Craig Broom, Cllr Julia Kiggell and Cllr Edward Hodgskin
- 019/24 It was **resolved** to postpone recruitment of a new Clerk for three months, to allow a work assessment to be completed.
- 020/24 It was **resolved** to approve expenditure of up to £750 a week for 12 weeks to employ locum office support.
- 021/24 It was **resolved** for the CPR Training to be pursued. **Action:** Cllr Alison Webster to check with the Club and availability to host.

BURIAL AUTHORITY

- 022/24 It was **resolved** to adopt the minutes of 19 March 2024 and **noted** the following decisions made.
- Approval of expenditure for weed control on the ashes plots, the base of St Mary's Church and footpaths running through St Mary's Churchyard
 - To increase burial fees by 5% for 2024-25 in line with the increase in precept

- To hold the Burial Authority meetings in June and September at 6pm in the Church Rooms preceded by a review of the cemeteries and for the November and March meetings to be held at 1pm in the Parish Office

FINANCE COMMITTEE

023/24 It was **resolved** to adopt the minutes of the Finance Committee meeting held on 19 March 2024 and **noted** the following decisions:

- Approval of new schedule of charges for 2024-25
- Approval of grant to Paddock Wood Community Advice Centre

PLANNING COMMITTEE

024/24 Members noted Committee recommendations and TWBC decisions in March 2024, please see appendix 2.

CHAIRMAN'S REPORT

025/24 Cllr Antony Harris Briefed council on:

- 14th May 2024 - The Annual Meeting of the Parish Council.
- Goudhurst in Bloom
- 20th May 2024 – The Annual Parish Meeting being held at the Social Club

CORRESPONDENCE

026/24 Invitation to Communities Prepared Building Resilient Communities training workshop

027/24 As part of our ongoing commitment to Health and Wellbeing, we are keen to gather case studies on the five project areas: cost-of-living, dementia, loneliness, weight loss, and being active. We welcome submissions from your council which we will share with councils. **Please send your case studies to kalc@kentalc.gov.uk.**

ITEMS FOR INFORMATION

028/24 There were none.

NEXT PARISH COUNCIL MEETING

029/24 Parish Council Meeting on Tuesday 14th May 2024 at 7.00pm for **7.15pm** in the Church Rooms.

The meeting closed at 20.54

KHoyle
DClerk.

Appendix 1 to Minutes of a Council Meeting held on 09 April 2024

Accounts Payable April 2024

Invoice Number	Supplier	Description	Gross	Net	VAT Code	VAT	Authorisation Ref
2515	F&C	Cleaning of Balcombes Toilets- Feb	799.20	666.00	s	133.20	Contract
	Ann Millward	March Burial Digitisation 10 hours @ £15	150.00	150.00	z	0.00	Contract
141184	Pear Technology	Annual Mapping Service	180.00	150.00	S	30.00	Contract
	Terry Standen	Grave digging for Reiss burial (Payment made direct to PC)	50.00	50.00	Z	0.00	Reimbursement
	Tony Jackman	Emergency clearance of pond drainage - Kilndown	100.00	100.00	Z	0.00	Amenities Committee
	Richard Greenaway	Ground Clearance around Mary days Garages	60.00	60.00	Z	0.00	Clerks Discretion
20525	Community Heartbeat	Defib and Cabinet	1,896.00	1,555.00	s	311.00	March Council Meeting
SIN057611	OLP	New Playground Cradle Seat	135.40	112.83	s	22.57	Amenities Committee
	GVH	Hall Hire for April Hop pickers Meeting	15.00	15.00	z	0.00	Council
	Claire Reed	Clerks Expenses March	59.40	59.40	Z	0.00	

Appendix 2 to Minutes of a Council Meeting held on 09 April 2024

Recommendations and Decisions March 2024

Application	Address	Proposal	GPC	TWBC
24/00048	Bedgebury Cross Stables Bedgebury Road Goudhurst Cranbrook Kent TN17 2RD	Conversion and extension of existing stable building into a single dwelling house, with associated garden land, parking, landscaping and biodiversity enhancements	Approve with the following conditional, sand school removed and return to pasture before building work commence.	Approve
24/00094 & 24/00095/LBC	Riseden Cottage, Ranters Lane, Goudhurst, Cranbrook, Kent, TN17 1HJ	Replacement extension and conservatory with 2 storey extension to rear/side, replacement porch, alterations to dormer with associated landscaping	Refuse, due to size and scale and design appearance and materials considered. It is noted the proposed elevations are not complimentary to the existing listed building	Approve
24/00458	Brandfold Farm North Road Goudhurst Cranbrook Kent TN17 1JJ	Variation of Condition 2 of Planning Permission 20/03588/FULL - Alterations to fenestration on all elevations at ground & first floor levels, changes to rooflights on north & south elevations	Refuse, it is noted the refusal will refer to points 8,9,10, 13 and 19 of the original approval notice. Cllr Craig Broom to write and submit	
24/00100	Chequer Tree Farm House, Mile Lane, Goudhurst, Cranbrook, Kent, TN17 2NU	Addition of electronic gate with side-wings	Approve	
24/00508	17 Beresford Close Kilndown	Air source heat pump	Approve	

Appendix 2 to Minutes of a Council Meeting held on 09 April 2024

Recommendations and Decisions March 2024

	Cranbrook Kent TN17 2SB			
24/00546	The Studio Chicks Cottage Chicks Lane Kilndown Cranbrook	Change of use for short terms lets or holiday accommodation (retrospective)	Approve	
24/00549/SUB	Triggs Farm Cranbrook Road Goudhurst Cranbrook Kent	Submission of Details in relation to Condition 13 - (Sustainable Surface Water Drainage Scheme - SUDS) of 21/02855/FULL	Approve	
24/00591/SUB	Chicks Farm Chicks Lane Kilndown Cranbrook Kent	Submission of Details in Relation to Condition 7 - (External lighting) of 23/01533/FULL	Approve	
24/00629/LDC EX	Bobs Acres Summerhill Goudhurst Cranbrook Kent	Lawful Development Certificate (Existing) - Use of building and curtilage as dwelling house Class C3	Approval subject to officer agreement. The documentation appears to suggest that the building has been in use as required by law and qualifies. We do not have any information other than that in the application to understand if this valid. Additional information may be available to officers.	
24/00597/SUB	Nursery Farm Oast London Road Flimwell Wadhurst Kent	Submission of Details in relation to Condition 3 - (External Materials) of 20/02631/FULL	Approve	
24/00680	Higlers Rogers Rough Road	Front porch, rear extension, replacement & repositioned side porch, alteration of front	Approve	

Appendix 2 to Minutes of a Council Meeting held on 09 April 2024

Recommendations and Decisions March 2024

	Kilndown Cranbrook Kent	elevation doors to window & creation of side window, chimney removal & replacement flue, and solar panels		
24/00764	Christ Church Church Road Kilndown Cranbrook Kent TN17 2RZ	Single-storey extension & installation of cesspool	Approve	

Goudhurst Parish Council

RFO report to Council

Accounts.to (25/04/24)

These figures will be presented to Council at the May 2024
Council meeting.

Receipts UTB in April 2024

Misc	800.00
Burial Authority	775.00
Mary Day Garage Rents	448.00

Receipts CCLA March 2024

417.65

Total Receipts

2,440.65

Payments April 2024

UTB	16,085.50
CCLA	0

Total Payments

£16,085.50

Cash Balances at Bank

UTB at 25 th April 2024	79,442.80
CCLA at 31 st March 2024	100,634.50

Current Balances

£180,077.30

Accounts Payable to 25.04.2024 for authorisation

Payment Ref	Budget remaining	Invoice Number	Supplier	Description	Gross	Net
24084			PWCAC	Grant	500.00	500.00
24085	£300.00		TWBC	Business rates for Chequer field Sports Pavilion April 24 -Mar 25	217.07	217.07
24086	£11,421.00	6335	Groundscare	March Maint St Marys	800.16	666.80
24087	£2,000.00	5084	ICCM	Annual Maintenance from April 24 for Institute of Cemeteries and Crematories Management	100.00	100.00
24088	£1,296.00		Balanced Audit	Data plan - Oct 22/23 £384 Date plan - Oct 23/24 £384 Annual Maint for CCTV 2024 £280	976.00	976.00
24089	£3,579.00		Complete Weed Control	Weed Treatment - Ashes plots, church walls and footpath St Marys	432.00	360.00
24090	£1,296.00		Securaplace	CCTV Annual Service from 10/4/24	144.00	120.00
24091	£700.00		Mulberry	Rialtas Accounting shutdown for year end	305.64	254.70
24092	£2,000.00		KALC	Annual subscription from 1/4/24	1,303.50	1,086.25

The Council needs to appoint two Councillors to authorise the Payments on Unity. In order to follow best practice it is recommended that authorising Councillors are rotated regularly. As the authorisation falls on the same councillors regularly it is suggested that there more councillors are approved to authorise payments. Current authorised councillors are Cllr Kirkby, Cllr Knight, Cllr Broom, Cllr Mason and Cllr Richards. In many councils, all Councillors are authorised. Council to consider amendments to the current authorisation situation.

Year End

The year End shut down on the Rialtas Accounting system has taken place and the Audit will take place on Tuesday 21st May, with the AGAR coming to Council for approval at the June meeting.

New Office

The damp specialists, Gullivers have submitted a quote for remedying the damp issue and this is attached for consideration.

Seven contractors have been approached to undertake all other works and we are waiting to hear from them. These contractors are: Mark Wozney; BK electrical; True Construction; Kris Groves; Robin Childs; Anglefield Construction; Bewlhurst Construction.

To date Robin Childs has declined to quote and I have received confirmation from BK electrical and Anglefield Construction that they will quote for work.

An update on this position will be brought to the meeting and any quotes received will be circulated as they are received.

Grant Applications

Applications have been received from:

West Kent Mediation 15/4 £400

Goudhurst Village Surgery £490

Papers are attached.

The current budget has £13,300 unspent. Whilst it was agreed that grants need to be applied for annually and are not guaranteed, the following grants have been paid regularly in recent years and are anticipated in 2025. Councils should consider if these grants should fall outside of the scheme and should be guaranteed payments.

KD Quarry Centre Grant	300
Scouts Grant	1,000
KD Millennium green Maint	3,050
KD Village Hall Maint Grant	550

No grant was paid to Goudhurst Village hall in 2023/4 and they were advised to revise their application and resubmit. For this reason the remaining unspent Grants budget of £3800 was carried forward into 2024/5.

Panetta Horn

RFO

25 April 2024



Gulliver
Timber Treatments Ltd.
WOODWORM, DRY ROT AND RISING DAMP SPECIALISTS
Incorporating Surrey Timber Preservation Company

Unit G1 Chaucer Business Park
Watery Lane Kemsing
Sevenoaks Kent TN15 6HU
Tel: 01959 524966
Email: enquiries@gullivertt.co.uk
www.gullivertt.co.uk

23rd April 2024
DCA/LL

Ref Number: 0365W

Property Address: The Old Antique Shop
Unit 3, Fountain House
High Street
Goudhurst
Kent
TN17 1AL

Client: Mrs Panetta Horn
Goudhurst Parish Council
The Hop Vine
Risebridge Farm
Ranters Lane
Goudhurst
TN17 1HN

E-mail: rfo@goudhurst-pc.gov.uk

Property Description: The property comprises of a ground floor shop premises, within a Grade II listed building.

Instructions Received: To report on possible dampness issues within the property.

Surveyor: D.C. Alderslade CSRT CSSW

Date of Inspection: 19th April 2024



ESTABLISHED SINCE 1971
Registered in England No. 1022035



OBSERVATIONS:

Any references to right and left are taken from facing the outside of the main front elevation wall of the property.

The majority of the main wall structures appear to be of traditional brick construction with some high external ground levels being present across the main front elevation wall of the building. The adjacent properties floor levels vary, so some wall structures are also partially earth / floor retaining.

Internally the floor structures are of solid construction throughout, predominantly overlaid with vinyl floor tiles. Some wall areas appear to have had some previous structural waterproofing (tanking) works undertaken in the past with a dense sand/cement render present. To the rear of the property within the kitchen and w.c. areas of low level plaster have also been removed at some point in the past, presumably due to ongoing dampness issues.

Our inspection of the internal wall surfaces was restricted by the presence of dry lining, units, etc. . It will therefore be appreciated that no comment can be made upon the likely presence of any dampness being concealed by these restrictions, unless otherwise mentioned in our report.

Moisture content readings were taken with the aid of a Protimeter Surveymaster, which has two modes of operation. In the 'surface' mode, two pin method, readings are precise and specific to the immediate area of contact. In the 'search' mode, a non-invasive technique for scanning walls and floors, readings are taken to a nominal depth of approx. 20mm. This 'search' mode method of taking readings can often provide useful additional information at the time of a survey, although should not be wholly relied upon and should always be used in conjunction with the 'surface' mode setting in order to fully determine the levels of possible dampness present.

Evidence of dampness was recorded to the wall sections as indicated on the attached sketch plan. Dampness noted appears to be due to the lack of an effective damp proof course along with the presence of high levels of salt contamination within the plasterwork, There may also be a certain degree of lateral moisture penetration occurring due to the raised floor levels of the neighbouring properties.

Where persistent dampness has occurred this has now resulted in fairly significant damp staining and plaster deterioration. In addition localised areas of dampness were also evident to the ceilings, as indicated on the attached sketch plan.

It will be appreciated that in a building of this age and type of construction there will inevitably be a certain degree of dampness present, and the vast majority of the current damp and plaster deterioration appears to be longstanding.

Depending upon the extent of refurbishment works planned however, some remedial works are likely to be required and we have therefore provided a brief specification and budget costings. You should also be aware that any such works may be the subject of listed building consent.

At the time of our inspection isolated areas of dampness were also evident to areas of painted brickwork, again this being fairly typical for a wall finish such as this within an old historical building. Within the main shop area some surface rust / deterioration to the base of the supporting metal post near the bay window was also apparent.

Please Note: Our Surveyor's findings outlined in this document are relevant to the conditions appertaining to the property at the time of our survey.

RECOMMENDATIONS / ESTIMATE:

A) To the walls areas as indicated on the attached sketch plan allow for removing areas of damp / contaminated internal wall plaster and clear debris from site. Carry out specialist rendering works (to match existing) using a washed sand/cement/lime mix incorporating a suitable salt retardant additive. Fittings a Newton 503 mesh membrane system followed by new dot and dab plasterboard dry linings. Applying a finishing coat of plaster within all specified areas . Also allow for removing the damp sections of ceilings as indicated on the attached sketch plan and replacing with new plasterboard ceilings to match the existing. Apply finishing coat of plaster. Leave all areas ready for redecoration works by others. Also allow for site attendance by an electrician for the adjustment of the existing electrical fittings as required.

would be **..£16,000.00 budget costing**

This estimate allows for a maximum plaster thickness of 25mm. Plaster in excess of 25mm will be subject to an additional charge.

This estimate does not include for the items of Attendance Work listed below. Any additional requirements will be charged extra, subject to your full approval.

ATTENDANCE WORK

1. Before the arrival of our operatives it will be necessary for you to remove floorcoverings, furniture, stored articles, any units and plumbing etc. and provide a free working access.
2. Remove the sink units, w.c. and all associated pipework etc. within area of proposed works prior to our arrival on site.
3. Remove the timber window shelf from within the bow window prior to our arrival on site in order that full access can be gained to the wall areas highlighted for treatment.

Your attention is drawn to the 'General Conditions' attached.

Accounts are net payable on completion of the work. Unless otherwise agreed in writing, the issue of any guarantee is conditional on full settlement of our account being received within 14 days of the date of invoice.

A 10-year guarantee will be issued.

If this estimate meets with your approval, would you kindly complete and return the enclosed acceptance form so that we may schedule the work to your requirements. Unless you are in possession of an approved trading account with this company, we must ask you to enclose 25% deposit with your acceptance.

Should you require any further information, please do not hesitate to contact us.

For and on behalf of
GULLIVER TIMBER TREATMENTS LTD.,



D.C. Alderslade CSRT CSSW
Surveyor
Encl:



1 Turnden Cottages
Hartley Road
Cranbrook
Kent
TN17 3QR
01580 715596

The Living Forest Limited

Ms. Katrina Hoyle,
Deputy Clerk,
Goudhurst Parish Council,
The Hop Bine,
Risebridge Farm,
Ranters Lane,
Goudhurst,
Kent.
TN17 1HN.

29th of April, 2024

Dear Ms Hoyle,

Tree Safety Surveys – Goudhurst Parish Council Sites

Further to your enquiry, I am pleased to provide a fee proposal for our consultancy services.

The extent of our work is set out below and is offered under our standard terms and conditions (copy attached).

Brief Description of Services

To undertake tree safety surveys based on the zonal assessment system and provide a report for the following sites:-

- St Mary's Churchyard, Goudhurst.
- Old Cemetery, on south side of Back Lane, Goudhurst.
- Goudhurst Pond Area, Goudhurst.
- Christ Church Churchyard, Kilndown.
- Quarry Pond, Kilndown.

Scope of Works

A visit will be carried out to inspect, from ground level, the trees located within the grounds of each Parish Council site. The site visits will be carried out at mutually agreeable dates and times to both parties.

The tree surveys will be carried out by suitably experienced and qualified staff with Professional Liability Insurance Cover and Public Liability Insurance Cover.

The trees will be assessed using the visual tree assessment (VTA) method. The assessment of risk posed by an identified defective tree and the priority rating of the recommended action shall be determined on four factors:-

- the nature of the defect;
- the size of the defective part
- the overall condition of the tree;
- the designated target zone of the site (i.e. high, medium or low).

Only those trees identified with defects that could pose a safety risk to people or property will be recorded.

Each defective tree will be tagged with an individual numbered label and its location plotted on an Ordnance Survey plan using the Pear Technology mapping software. The data will be downloaded onto a survey schedule and plan and attached as appendices to a tree survey report. The following data will be recorded for each defective tree:-

- Tree Reference Number.
- Species.
- Height (m.).
- Crown spread (m).
- Maturity.
- Condition.
- Significant Defects.
- Action Recommendations.
- Priority.
- Date of Inspection.
- Name of Surveyors.

A tree survey report will be provided, in pdf. format, with a tree survey schedule and plan for each site detailing the tree defects and recommended works. All recommended safety works will be categorised by a priority rating to establish acceptable levels of safety within indicated timescales. Any tree found to pose an immediate risk will be reported directly to Goudhurst Parish Council at the time of the site visit.

Trees requiring a more detailed inspection such as a climbing inspection or internal decay detection test will be identified as such on the survey schedule and detailed in the tree survey report.

Assumptions

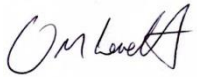
It is assumed that unrestricted access will be made available on the day of each site visit.

Fee Costs

Our fees for undertaking these services are £480.00 plus VAT @ 20%.

I trust this meets with the approval of the Parish Council. However, please do not hesitate to contact me if there are any queries.

Yours sincerely,



David Levett *MIC For, Dip Arb (RFS), MArborA*

Director

Email: David@thelivingforest.co.uk



Directors: M.J. Lott, D.M. Levett

Registered in England & Wales No: 3547611 Vat Registration No: 869 9810 51

Registered office: 1 Turnden Cottages, Hartley Road, Cranbrook, Kent TN17 3QR

Appendix to Minutes of a Council Meeting held on 14th May 2024

Recommendations and Decisions April 2024

Application	Address	Proposal	GPC	TWBC
24/00508	17 Beresford Close Kilndown Cranbrook Kent TN17 2SB	Air source heat pump	Approve	Approve
24/00617/FULL	The Glade, Old Park Wood, Goudhurst Road,	Replacement dwelling	Approve	Approve
24/00936/FULL	Woodfield House , Jarvis Lane, Goudhurst, Cranbrook, Kent, TN17 2NN	Erection of a carport	Approve	
24/00905/FULL	Millfield Smiths Lane Goudhurst Cranbrook Kent	Two storey extension and balcony to rear	Approve	
24/00757/FULL	First Cottage , North Road	Demolition of outbuilding, removal of dormer, addition of rear single & double-storey extension, 4no. rooflights, solar panels, air vent	Approve	
24/00758/LBC	First Cottage , North Road	Listed Building Consent - Demolition of outbuilding, removal of dormer, addition of rear single & double storey extension, 4no. rooflights, solar panels, air vent, form new partition wall & lower floor on ground floor, form	Approve	

Appendix to Minutes of a Council Meeting held on 14th May 2024

Recommendations and Decisions April 2024

		new opening, partition walls, removal of door & section and replace to first floor		
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Goudhurst Parish Council



YOUTH & HOUSING COMMITTEE

Minutes of a Meeting held on 23rd April 2024 at 7.30pm in the Church Rooms

Councillors Present: Cllrs Craig Broom, Phil Kirkby (Chairman), and Julia Kiggell

Officers Present: None

APOLOGIES

035/24 Apologies for Absence were received from Cllrs David Knight, Antony Harris and Alison Webster

DISCLOSURES OF INTEREST

036/24 Cllr Phil Kirkby declared an interest in his company being the proposed contractor for the ventilation work at Chequer Field Pavilion.

MINUTES OF THE LAST MEETING

037/24 It was **resolved** that the minutes of the Youth & Housing Committee meeting held on 23rd January 2024 and previously distributed to members via Board Intelligence, be accepted as a correct record.

QUESTIONS FROM THE PUBLIC AND PRESS

038/24 There were none

VENTILATION AT CHEQUER FIELD

039/24 It was **resolved** to appoint the contractor B&K Electrical to complete the ventilation works on the Chequer Field Pavilion and the expenditure of £5478. Cllr Phil Kirkby abstained from vote.

VILLAGE SHELTER

040/24 It was **noted** the concept of the Village Shelter was positively well received, with any concerns to be designed out. Shelter will be 4M², made from wooden oak with seating, lighting and secured with CCTV. It was **agreed** the location to be next to the entrance to the Village Green.

PLAY AREA

041/24 It was **agreed** to maintain the wooden fence around the play area on Back Lane, rather than replace.

042/24 It was **resolved** to complete any work necessary on the play area on Back Lane, raised in the recent RoSPA report, except for the addition of extra road signs.

SURVEY RESULTS

043/24 It was **noted** the condition of some of the housing on Mary Days estate is poor.

ITEMS FOR INFORMATION

044/24 There were none

DATE OF NEXT MEETING

611/23 Next Youth & Housing Committee Meeting, Tuesday 23 July 2024 at 7.30pm.

Meeting ended -20.00

Minutes typed by DClerk, from notes taken by Cllr Phil Kirkby (Chair)

Goudhurst Parish Council

RFO report to Council

Accounts.to (31/05/24)

These figures will be presented to Council at the June 2024
Council meeting.

Receipts UTB in May 2024

Licences	500
Burial Authority	145
Mary Day Garage Rents	620
Grants	2,666

Receipts CCLA in May 2024

433

Total Receipts

4,364

Payments May 2024

UTB	15,419
CCLA	0

Total Payments

£15,419

Cash Balances at Bank as at 31st May 2024

UTB	31,641
CCLA	101,515
Instant Access	150,000

Current Balances

£283,156

Accounts Payable to 31.05.2024 for authorisation

Payment Number	Invoice number	Payee	Expenditure	Gross	Net	Code	VAT	Authorisation
24111		F&C	Cleaning of Balcombes Toilets	823.20	686.00	s	137.20	Contract
24112	6340	Groundscare	May Maint St Marys	800.16	666.80	z	133.36	Contract
24113	104707 76	Focus	May Phone and Broadband	171.23	142.69	s	28.54	Contract
24114	242548	Capel	CF Season renovation of football pitch	4,034.40	3,652.00	s	382.40	Contract
24115	BK2158 55-1	SLCC	CCTV training Hoyle	36.00	30.00	S	6.00	clerk
24116	SD939- 1	SLCC	Job Vacancy Advertising package (October 23)	240.00	200.00	s	0.00	clerk
24117	43569	Envirocure	Monthly L8 tests at Chequer Field	64.00	53.33	s	10.67	Contract
24118	42886	Envirocure	Annual RMV test Chequer Field	226.80	189.00	S	37.80	Contract
24119	36055	IDEN signs	ACM signs	241.80	201.50	S	40.30	Amenities
24120		Microshade	Feb - March software support	1,078.80	899.00	S	179.80	Contract
24121	66608	Veolia	April bin collections	44.28	36.90	s	7.38	Contract
24122		Ann Millward	27/3-22/5 22.5hrs Burial digitisation	337.50	337.50	Z	0.00	Contract
24123	3326	Atex	Bench for Plain	585.50	487.92	S	97.58	Amenities
24124	21974	B&K	Replacement light in Toilets	117.95	98.29	S	19.66	Clerk
24125	21967	B&K	Installation of ventilation system	6,573.60	5,478.00	S	1,095.60	Council
24126		Chris Smith	Reimbursement for booklets	100.00	100.00	z	0.00	Council
24127	508811 -1	SLCC	Clerks Manual	55.49	55.49	z	0.00	Clerk
24128		Living forest	Hedge works in Burial Grounds	6,486.00	5,405.00	s	1,081.00	Council
24130	42984	Envirocure	L8 control tests March chequer field	64.00	53.33	s	10.67	contract

24131	42891	Envirocure	Annual Calorifier inspections chequer field	226.80	189.00	S	37.80	contract
24132	67676	Veolia	May bin emptying burial ground	54.18	45.15	s	9.03	Contract
24133		HMRC	Late fees for unpaid NI relating to previous Deputy Clerk's pension.	105.05	105.05	OTS	0	Statutory

An interim payment of £2,141 to Zurich for the Council's insurance was made outside of Council Payment runs to prevent the insurance expiring.

The Council needs to appoint two Councillors to authorise the Payments on Unity and new standing orders to Capel groundscare and microshade for contracted services.

UTB and CCLA

An application to Unity Trust to add new Councillors, Edward Hodgskin and Paul Wareham, will be brought to the meeting for signature. A request for all councillors who are not currently signatories to provide their information for Unity Trust has been made.

As agreed, a letter of authority to Unity Trust approving the RFO to authorise internal transfers will be brought to the meeting for signature.

Given the significant balance held in Unity Trust, it is suggested that the Council deposit £100K into CCLA to take benefit of the interest paid on these funds. A transfer form will be brought to the meeting for signature.

Internal Audit Report

The internal audit report is attached.

Responses to the points raised:

1. Comment: The council has circa 20-30 transactions per month, I would not recommend changing from Rialtas, although I would recommend using the purchase ledger function for income and expenditure.

Response: The recommendation is to move from Alpha to Omega in the accounting package Rialtas. I have requested a quote from Rialtas for this. This would enable our invoices to be entered into the accounting package ahead of being processed through Unity Trust Bank.

2. Comment: I note the council is in the process of updating its financial regulations to the new NALC model. I urge council to complete this task before the next audit and certainly before the end of the council year

Response: New Financial regulations have been issued by NALC in May. I will be reviewing our regulations in light of these and this will be brought to Council at the August Meeting.

3. Comment: The general reserve balance is within the recommended range, but towards the top end and has increased due to the unbudgeted surplus as noted above. Where there are underspends on the current year budget, it is usual for these to be earmarked (with council approval) to ensure they are spent for the original purpose. I note this has not happened and on the contrary earmarked reserves have fallen this year. The earmarked reserves appear bonafide and there is movement from one year to the next which indicates the projects to which they relate are live, but it is my opinion they are understated. I recommend council review its earmarked reserves in the light of the planned expenditure from 2023 that did not materialise.

Response: The Auditor raised concerns that we have precepted for projects that were never carried out and that some projects have been rolled over for more than one year. Our accounts need to be more transparent when we decide not to proceed with these and it should be clear that the funds are not just transferred to Reserves but deducted from the following years Precept. The example of this was the Electric Vehicle charging points and the Plain tree seat which placed £10,500 into reserves. Whilst we are aware of why these projects were not carried out, and the money saved was reallocated, the auditor did not feel that this was transparent and should be documented at year end as well as in Council meetings. This will be discussed further at the Finance Committee meeting.

4. Comment: There is an historic debt of £105.05 due to HMRC. I recommend this is paid over as soon as possible.

Response: It was discovered that late fees of £105.05 had been applied to our account with HMRC relating the historic issue with the previous Deputy Clerk's tax. We were not notified of these and so a payment for these arrears is included in this month's accounts payable to rectify the position.

5. Comment: I reviewed the minutes of the council and can confirm the bank reconciliations are presented to council in accordance with regulations. However, the face of the bank statement is not being signed. I remind council this is an activity that according to regulation must be completed.

Response: The bank reconciliations have been signed regularly but the auditor brought it to my attention that the signatory also needs to sign the bank statements. These will be brought to the meeting for signature and our processes corrected in future.

6. Comment: Publication The council has income and expenditure greater than £200,000 and is required to follow the transparency act. The Council has some of the published information on its web site, but I could not find all of it. I recommend a review to the ACT to ensure continued compliance.

Response: The Clerk will look at the website and determine what, if any issue exists and will take any corrective action.

7. Comment: The council has a link to a freedom of information policy – but the link is not functioning. I recommend this is reviewed and if necessary, the model publication scheme adopted.

Response: There was a glitch on this on the day of the audit however it has been verified that this is working correctly.

AGAR

The Agar is attached and the Council should read through the statements contained within and approve its publication and submission to the external auditor. The Agar to be signed by the Clerk and Chair at the meeting.

New Office

A second quote was obtained for damp works but there is concern that the contractor has not considered the fact that it is a listed building in the treatment plan and we have requested clarification on this. The original quote from Gullivers was £16K and the new contractor has quoted £3,600. It is hoped we will have received clarification and a new quote in time for the Council Meeting.

Two contractors have scheduled visits to quote for the repair work. An update on this position will be brought to the meeting and any quotes received will be circulated as they are received. The Council should be aware of the need to appoint contractors urgently given the imminent exchange of contracts. Consideration could be given to delegate authority to the Finance Committee to appoint contractors to expedite the appointment.

I will be requesting the draw down from the Public Works Loan Board.

Grant Applications

The grant policy will be reviewed in Finance Committee.

Following the reorganisation of the grants process two years ago, it has come to light that consideration needs to be given for grants for the Kilndown millennium green maintenance to be considered for an exception to the policy, and become an automatic annual grant. The grant pays for the full maintenance of the green and without it, there would be no funding available and the area would not be maintained. All green spaces in Goudhurst are maintained by the Parish Council, however they are also Council Assets. Buildings have the ability to raise income and fund their maintenance but the millennium green has no income stream.

Whilst grant applications are usually submitted via the Finance Committee, it is felt that the applications from the Village Hall should be brought to Council for consideration as there have been two submissions and it would be prudent to look at this collectively. These grants are for, £7,567 for a new alarm system and up to £3,126 for replacement doors. These requests will exhaust all of the budget for grants.

RFO 's Report June 2024

Grant Budget 24/25

Budget		9500
EMR		<u>3800</u>
		13,300
Spent	Village Fete	354
	PWCAC	<u>500</u>
		854
Anticipated	KD Quarry Centre Grant	300
	KD Village Hall Maint Grant	550
	Scouts Grant	1,000
	<u>KD Millennium green Maint</u>	<u>3,050</u>
		4,900
Unallocated		7,546

An application is in the process for the TWBC grant towards the cost of renovating the new office.

Panetta Horn
RFO
5th June 2024



Our Ref: MARK/GOU001

The Clerk to the Council
Goudhurst Parish Council
The Hop Bine
Ridebridge Farm
Ranters Lane
Goudhurst
Kent
TN17 1HN

21st May 2024

Dear Panetta

Re: Goudhurst Parish Council
Internal Audit Year Ended 31 March 2024 – Year-End Audit report

Executive summary

Following completion of our year-end internal audit on 21st May we enclose our report for your kind attention and presentation to the council. The audit was conducted in accordance with current practices and guidelines and testing was risk based. Whilst we have not tested all transactions, our samples have where appropriate covered the entire year to date.

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

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

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

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

Regulation

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

Internal auditing is an independent, objective assurance activity designed to improve an organisation’s operations. It helps an organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness

of risk management, control and governance processes. The purpose of internal audit is to review and report to the authority on whether its systems of financial and other internal controls over its activities and operating procedures are effective.

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

Independence and competence

Your audit was conducted by Mark Mulberry of Mulberry & Co, who has over 30 years' experience in the financial sector with the last 13 years specialising in local government.

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

Engagement Letter

An engagement letter was previously issued to the council covering the 2023/24 internal audit assignment. Copies of this document are available on request.

Planning and inherent risk assessment

The scope and plan of works including fee structure was issued to the council under separate cover. Copies of this document are available on request. In summary, our work will address each of the internal control objectives as stated on the Annual Internal Audit Report of the AGAR.

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

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A. BOOKS OF ACCOUNT

Internal audit requirement

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

Audit findings

The audit was conducted on site with the clerk and RFO. The RFO had prepared the information advised in advance of the visit other information was reviewed through a review of the council website <https://goudhurst-pc.gov.uk>

The council continues to use the Rialtas Business Solutions (RBS) accounting package for recording the day-to-day financial transactions of the council. This is an industry specific accounting package and I make no recommendation to change. The system is used regularly to record transactions and produce management information reports for review at council meetings.

There is one main user (RFO) with their own individual logon and individual privileges. The RFO is responsible for the maintenance of privileges on the system. Passwords are not routinely prompted to change, and each user must log onto the council hosted system (Citrix system) first before access to the financial reporting package.

Every month, a "month end" close down is performed by the RFO, various reports are printed and filed in hard & soft copy, these include but are not limited to, income and expenditure against budget, bank reconciliations and other reports as fit. I was given access to the hard copy prints and checklist, and I can confirm this process does take place.

The council has circa 20-30 transactions per month, I would not recommend changing from Rialtas. **Although I would recommend using the purchase ledger function for income and expenditure accounts.**

The system requires the population of key data fields to enable the user to record a transaction. This is a clear and easy to follow system and a review of the cashbook shows that all data fields are being entered, the reports are easy to read and logically filed.

I tested the opening balances as at 1/4/23 by reviewing the balance brought forward on the receipts page on the Rialtas accounting package for cashbook two and confirmed it could be agreed back to the investment reconciliation for the audited accounts for 2022/23.

I reviewed the nominal ledger entries for the period 1 April to 31 March to ensure items were posted to the correct heading and that there were no instances of netting off and the expenditure was correctly posted to the headings to which the line item related. This has confirmed that the accounting package is being properly used.

B. FINANCE REGULATIONS, GOVERNANCE AND PAYMENTS

Internal audit requirement

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

Audit findings

Check the publication and minuting of the prior year audited AGAR and notice of conclusion of audit.

The 2022/23 AGAR is published on the website, along with the notice of conclusion. Both documents were taken to full council in the meeting of the 10th of October 2023. Minute ref 385/23.

Confirm by sample testing that councillors sign statutory office forms.

I confirmed by sample testing that councillors sign "Acceptance of Office" forms. The council website provides details of councillors and their individual Register of Members' Interests Forms can be found on the district website.

Confirm that the council is compliant with GDPR.

The council is fully aware of GDPR and has undergone training. It was noted the council has established common .gov email addresses. This is recommended because it gives a natural segregation between work and personal lives, making it clear beyond doubt in what capacity a councillor is acting. In addition to this it gives control to the council, adds a degree of professionalism and in the event of a FOI request limits access to personal computers.

The council has a Privacy Notice and an accessibility statement.

Confirm that the council meets regularly throughout the year.

In addition to full council, the council has committees for Finance, Amenities, Burials, Youth & Housing, Planning & Highways, as well as working groups for Neighbourhood Development Plan, Climate & Environment, Community Events and Pembury Village News.

Terms of reference for each committee are published on the council website, along with details of the main responsibilities of each of the working groups.

A diary of future meeting dates is also published on the council website, along with historic agendas and minutes for council and committee meetings. Full council meets at least 12 times per annum, together with committees and working groups as required.

Check that agendas for meetings are published giving 3 clear days' notice.

I was able to confirm that at least 3 clear days' notice is given on agendas. Whilst we have not tested every single committee and council meeting there was no evidence of non-compliance in giving three clear days' notice of the meeting.

Check the draft minutes of the last meeting(s) are on the council's website.

Draft minutes are uploaded to the council website, ordinarily within 10 days of the meeting taking place. I also note that not all of these are in accessible format.

Confirm that the Parish Council's Standing Orders have been reviewed within the last 12 months.

The Standing Orders are based on the NALC model. These were reviewed in June 2023. 144/23

Confirm that the Parish Council has adopted and recently reviewed Financial Regulations.

Financial Regulations are based on the current NALC model. The regulations contain provisions for the approval of spending, setting of budgets, reconciliation of the bank and reporting to council. These were reviewed in June 2023. 141/23

Check that the council's Financial Regulations are being routinely followed.

FR 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:

a The Clerk may incur expenditure on behalf of the Council for miscellaneous minor expenditure (e.g. postage, stationery), and to carry out any repair, replacement or other work which is of such extreme urgency that it must be done at once, whether or not there is any budgetary provision for the expenditure, subject to a limit of £1,000.00. The Clerk shall report the expenditure to the Council as soon as practicable thereafter.

b A Chairman of a Committee may incur expenditure on behalf of Council of up to £1,000.00 provided there is budget provision for such expenditure. The RFO shall report all such expenditure to Council as soon as practicable thereafter.

c Expenditure over £500.00 in other circumstances requires the approval of Council except regular monthly payments to approved contractors (e.g. grounds maintenance). Such authority is to be evidenced by a minute or by an authorisation slip duly signed by the Clerk, and where necessary also by the appropriate Chairman. Contracts may not be disaggregated to avoid controls imposed by these regulations

FR 4.5. In cases of extreme 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 £1,000.00. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter. Based on the level of financial activity of the council, these authorisation thresholds appear appropriate.

- 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*

I tested a sample of invoices and found these had been approved in accordance with the thresholds contained within the Financial Regulations, and approval, where needed, recorded in the minutes of meetings. The payment approval process was reviewed and found to be robust and fit for purpose for a council of this size.

The council does not have order books, regulation 10 is no longer being followed. I discussed the financial regulations with the clerk and RFO and I understand the new model regulations are in the process of being reviewed.

Confirm all section 137 expenditure meets the guidelines and does not exceed the annual per elector limit of £9.93 per elector.
S137 expenditure is within thresholds.

Check receipt of VAT refund matches last submitted VAT return.

The council submits its VAT return on a regular basis. I reviewed the submission for the period ending 31 March 2024 which showed a refund. The council is up to date with its VAT submissions.

C. RISK MANAGEMENT AND INSURANCE

Internal audit requirement

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

Audit findings

The council has a risk management policy which was taken to council on the 13th of June 2023. Minute ref 140/23. Each potential risk is identified, assessed using the risk matrix, prior to any mitigation measures, existing internal controls are listed and any further mitigation action which may be needed, and then a further assessment of the risk is included after the mitigation measures have been put in place. The assessment also includes details of who is responsible for any actions and when these are to be completed by.

This is a comprehensive approach and includes analysis of all risks typically associated with a council of this size with its range of services and facilities. I have no doubt that the council takes its risk management responsibilities seriously.

I confirmed that the council has a valid insurance policy in place with Zurich which expires on 31st May 2024. The policy includes Public Liability and Employers Liability cover of £12,000,000 each which is sufficient for a council of this size. Fidelity guarantee is £250,000. Council may want to review the level of assets cover for future reviews.

D. BUDGET, PRECEPT AND RESERVES

Internal audit requirement

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

Audit findings

The council set a precept of £219,800 for 2023/24 In January 2023. Minute ref 265/22 with a tax base of 1,370.8 (2022/23: 1,356.2) this equates to a band D equivalent of £160.34 (2022/23: £154.85) - compared to the average in England of £79.35 (2022/23: £74.81). Council correctly raised the precept in its December 2023 minute ref 535/23.

There is evidence within the minutes that reviews of financial performance take place during the year, including receiving income and expenditure reports, bank reconciliations and reviews of earmarked reserve balances and transfers. Council minutes include a list of payments, and these are appended to the minutes of the relevant meeting.

The councils end of year budget versus actual shows the council received 112.5% of budgeted income and spent 79.6% of its expenditure budget. This has resulted in a budget surplus of £83,609. The unbudgeted income is due in the main to Coronation

tickets, burials and interest. The underspends were due to pavilion ventilation, the village green shelter, parish emergency plan, highways and footways, burials and amenities including footpaths.

The council holds £54,430 in earmarked reserves (EMR) and a further £151,691 in general reserve. The Joint Panel on Accountability and Governance (JPAG) Practitioner's guide states '*the generally accepted recommendation with regard to the appropriate minimum level of a smaller authority's general reserve is that this should be maintained at between three and twelve months of net revenue expenditure*' (para 5.33).

The general reserve balance is within the recommended range, but towards the top end and has increased due to the unbudgeted surplus as noted above. Where there are underspends on the current year budget, it is usual for these to be earmarked (with council approval) to ensure they are spent for the original purpose. I note this has not happened and on the contrary earmarked reserves have fallen this year. The earmarked reserves appear bonafide and there is movement from one year to the next which indicates the projects to which they relate are live, but it is my opinion they are understated. **I recommend council review its earmarked reserves in the light of the planned expenditure from 2023 that did not materialise.**

E. INCOME

Internal audit requirement

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

Audit findings

Apart from the precept, the council receives income from interest, grants, burials, VAT refund, and rentals. However, during the year the council received income a one-off coronation event. From a review of the accounting records, income appears to be recorded with sufficient narrative detail to identify the source and has been correctly recorded in the accounts and AGAR. There is no evidence of netting off of income versus expenditure and there is no evidence that the council is required to be VAT registered. The precept has been agreed to third party evidence.

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.

The council approved changes to burial fees on the 19th of March 2024 minute ref 721/23 and also reviewed rental agreements in the finance committee in 19th of March minute ref 734/23.

F. PETTY CASH

Internal audit requirement

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

Audit findings

Not applicable the council has no petty cash

G. PAYROLL

Internal audit requirement

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

Audit findings

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

There is an historic debt of £105.05 due to HMRC. I recommend this is paid over as soon as possible.

Payroll is processed in house using PAYE tools. I verified the tax deduction of an employee – there were no errors. The council is correctly not claiming the employment allowance.

There are no councillor allowances, although the Clerk is aware if paid to eligible (elected) members, these must be processed through payroll and assessed for tax and national insurance.

H. ASSETS AND INVESTMENTS

Internal audit requirement

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

Audit findings

The council has a simple fixed asset register in place which includes details of asset location, date of acquisition, cost or proxy cost, condition. Assets are correctly listed at cost/proxy cost, or where gifted/donated, given a nominal £1 value for the purpose of the asset register. The council has no long-term investments.

I confirmed the asset register total matches that included in box 9 (total fixed assets plus long term investments and assets) on the AGAR.

The council has a Public Works Loan Board (PWLB) loan, and I was able to verify the yearly repayments and year-end outstanding balance to the PWLB records.

The council has no long-term investments although I note the council has adopted an Investment Strategy to support its future decision making on placement of funds in accordance with the [Statutory Guidance on Local Authority Investments](#).

I. BANK AND CASH

Internal audit requirement

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

Audit findings

Financial regulation 2.2 states “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] 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”.

Bank reconciliations are completed for each council meeting for review. I reviewed cashbook and the bank statements and found no errors. The bank balance at the 31st March matches the figure included in box 8 of the AGAR.

I reviewed the minutes of the council and can confirm the bank reconciliations are presented to council in accordance with regulations. **However, the face of the bank statement is not being signed. I remind council this is an activity that according to regulation must be completed.**

J. YEAR END ACCOUNTS

Internal audit requirement

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

Audit findings

The council, at its meeting to sign off the year-end accounts, must discuss Section 1 of the AGAR (Annual Governance Statement) and record this activity in the minutes of the meeting. **COUNCIL IS REMINDED THAT THIS MUST BE A SEPARATE AGENDA ITEM PRIOR TO THE SIGNING OF SECTION 2 OF THE AGAR (ANNUAL ACCOUNTS).**

Section 1 – Annual Governance Statement

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

	Annual Governance Statement	'Yes', means that this authority	Suggested response based on evidence
1	We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>	YES – accounts follow latest Accounts and Audit Regulations and practitioners guide recommendations.
2	We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>	YES – there is regular reporting of financial transactions and accounting summaries, offering the opportunity for scrutiny.
3	We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>	YES – the Clerk advises the council in respect of its legal powers.
4	We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>	YES – the requirements and timescales for 2022/23 year-end were followed.
5	We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>	YES – the council has a risk management scheme and appropriate external insurance.
6	We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>	YES – the council has appointed an independent and competent internal auditor.
7	We took appropriate action on all matters raised in reports from internal and external audit.	<i>responded to matters brought to its attention by internal and external audit.</i>	YES – all matters raised in internal and external audit reports have been addressed.
8	We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this	<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>	YES – no matters were raised during the internal audit visits.

	authority and. Where appropriate, have included them in the accounting statements.		
9	Trust funds including charitable – In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/asset(s), including financial reporting and, if required, independent examination or audit.	<i>has met all its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.</i>	YES – the council has met its obligations

Section 2 – Accounting Statements

AGAR box number		2022/23	2023/24	Internal Auditor notes
1	Balances brought forward	127,164	155,917	Agrees to 2022/23 carry forward (box 7)
2	Precept or rates and levies	210,000	219,800	Figure confirmed to central precept record
3	Total other receipts	32,541	46,026	Agrees to underlying accounting records
4	Staff costs	72,173	65,592	Agrees to underlying accounting records. Includes only expenditure allowed as staff costs (see section G)
5	Loan interest/capital repayments	3,239	3,197	Confirmed to PWLB documents
6	All other payments	138,376	142,833	Agrees to underlying accounting records –
7	Balances carried forward	155,917	210,121	Casts correctly and agrees to balance sheet

8	Total value of cash and short-term investments	148,181	194,140	Agrees to bank reconciliation for all accounts
9	Total fixed assets plus long-term investments and assets	343,513	347,503	Matches asset register total and changes from previous year have been traced
10	Total borrowings	45,600	43,200	Confirmed to PWLB documents

For Local Councils Only		Yes	No	N/A	
11a	Disclosure note re Trust Funds (including charitable)		✓		<i>The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.</i>
11b	Disclosure note re Trust Funds (including charitable)			✓	<i>The figures in the accounting statements above do not include any Trust transactions.</i>

Audit findings

The year-end accounts have been correctly prepared on the income and expenditure basis with the box 7 and 8 reconciliation, properly completed. The differences related to VAT, debtors and accruals. I have verified these to underlying schedules, after date receipts and supplier invoices. There were no errors.

The AGAR correctly casts and cross casts and last year's comparatives match the figures submitted for 2022/23 and published on the council website.

The variance analysis has been properly completed.

K. LIMITED ASSURANCE REVIEW**Internal audit requirement**

IF the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2022/23 AGAR tick “not covered”)

Audit findings

The council did not certify itself as exempt, this test does not apply.

L: PUBLICATION OF INFORMATION**Internal audit requirement**

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

Audit findings

At present no specific guidance has been provided to set out what the ‘relevant legislation’ is in respect of Control Objective L. We have therefore considered the requirements of Statutory Instruments 2015/480 The Local Government (Transparency Requirements) Regulations 2015 [<https://www.legislation.gov.uk/ukxi/2015/480/made/data.pdf>] and, 2015/494 The Smaller Authorities (Transparency Requirements). https://www.legislation.gov.uk/ukxi/2015/494/pdfs/ukxiem_20150494_en.pdf

In addition to this, we have considered the additional publication requirements as set out in the ICO Model Publication Scheme for Parish Councils. <https://ico.org.uk/media/for-organisations/documents/1153/model-publication-scheme.pdf> & https://ico.org.uk/media/for-organisations/documents/1266/parish_council_information_guide.doc

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

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

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

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

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

The council has income and expenditure greater than £200,000 and is required to follow the transparency act. The Council has some of the published information on its web site, but I could not find all of it. **I recommend a review to the ACT to ensure continued compliance. The link is provided above.**

The council has a link to a freedom of information policy – but the link is not functioning. **I recommend this is reviewed and if necessary, the model publication scheme (link above) updated.**

I was able to confirm that pages 4 (Annual Governance Statement), 5 (Accounting Statements) and 6 (External Auditor’s Report and Certificate) of the AGAR are available for review on the council website for financial years 2018/19 to 2022/23 inclusive.

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

The authority has demonstrated that during summer 2023 it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations.

Audit findings

Inspection – key dates	2022/23	2023/24
Date AGAR signed by council	13 th June	11 th June
Date inspection notice issued	16 th June	12 th June
Inspection period begins	19 th June	13 th June 2024
Inspection period ends	28 th July	24 th July 2024
Correct length (30 working days)	Yes	Yes
Common period included (first 10 working days of July)	Yes	Yes

I am satisfied the requirements of this control objective were met for 2022/23, and assertion 4 on the Annual Governance Statement can therefore be signed off by the council. I was able to confirm that the proposed dates for 2023/24 meet the statutory requirements.

N: PUBLICATION REQUIREMENTS**Internal audit requirement**

The authority has complied with the publication requirements for 2022/23. Under the Accounts and Audit Regulations 2015, authorities must publish the following information on the authority website / webpage.

Before 1 July 2023 authorities must publish:

- *Notice of the period for the exercise of public rights and a declaration that the accounting statements are as yet unaudited*
- *Section 1 - Annual Governance Statement 2022/23, approved and signed, page 4*
- *Section 2 - Accounting Statements 2022/23, approved and signed, page 5*

Not later than 30 September 2023 authorities must publish:

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

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

Audit findings

I was able to confirm that the Notice of Public Rights is published on the council website along with the Notice of Conclusion of audit and External Auditor Report and I was able to confirm that the publication requirements for 2022/23 have been met.

O. TRUSTEESHIP**Internal audit requirement**

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

Audit findings

The council has no trusts – this test does not apply.

Achievement of control assertions at year-end audit date

Based on the tests conducted during the year-end audit, our conclusions on the achievement of the internal control objectives are summarised in the table below and are reflected in the completion of the Annual Internal Audit Report within the AGAR.

	INTERNAL CONTROL OBJECTIVE	YES	NO	NOT COVERED
A	Appropriate accounting records have been properly kept throughout the financial year	✓		
B	This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved, and VAT was appropriately accounted for	✓		
C	This authority assesses the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these	✓		
D	The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E	Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for	✓		
F	Petty cash payments were properly supported by receipts, all petty cash expenditure was approved, and VAT appropriately accounted for			✓ none
G	Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H	Asset and investments registers were complete and accurate and properly maintained.	✓		
I	Periodic bank account reconciliations were properly carried out during the year.	✓		
J	Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K	If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")</i>			✓
L	The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation	✓		
M	The authority, during the previous year (2022-23) correctly provided for the period for the exercise of public rights as required by the Accounts and Audit Regulations <i>(evidenced by the notice published on the website and/or authority approved minutes confirming the dates set).</i>	✓		
N	The authority has complied with the publication requirements for 2022/23 AGAR.	✓		
O	Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓

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

Yours sincerely



Mark Mulberry
Mulberry Local Authority Services Ltd

2022/23 Audit point bfwd

Audit Point	Audit Findings	Council comments
Bank & Cash	Financial Regulation 2.2 I recommend the council review this regulation to remove the reference to cheque signatory and ensure signatures are in place. I will verify this at the 2023/24 interim visit.	On-going
Agenda	<p>I remind council that where agendas are issued by electronic means the councillors will need to sign acceptance to receive information by electronic means. I have provided some sample wording below for council consideration.</p> <p><i>“As per Schedule 12 of the Local Government Act 1972, I consent to the receipt of all council meeting papers by electronic methods. I understand I may withdraw this consent at any time.”</i></p> <p>I remind council it is required to also post any supporting documentation with the agendas as outlined by the Information Commissioner’s Office (page 3 of this link) ico.org.uk/minutesandagendas.pdf</p>	Completed
Financial regulations	I recommend council review Financial Regulation 4.1 and 4.5 as these appear to be very similarly and financial regulation 10 as this is now out of date.	On-going

2023/24 Audit point cfwd

Audit Point	Audit Findings	Council comments
Books of Account	The council has circa 20-30 transactions per month, I would not recommend changing from Rialtas. Although I would recommend using the purchase ledger function for income and expenditure accounts.	
Financial Regulations	I note the council is in the process of updating its financial regulations to the new NALC model. I urge council to complete this task before the next audit and certainly before the end of the council year.	
Reserves	The general reserve balance is within the recommended range, but towards the top end and has increased due to the unbudgeted surplus as noted above. Where there are underspends on the current year budget, it is usual for these to be earmarked (with council approval) to ensure they are spent for the original purpose. I note this has not happened and on the contrary earmarked reserves have fallen this year. The earmarked reserves appear bonafide and there is movement from one year to the next which indicates the projects to which they relate are live, but it is my opinion they are understated. I recommend council review its earmarked reserves in the light of the planned expenditure from 2023 that did not materialise.	
Payroll	There is an historic debt of £105.05 due to HMRC. I recommend this is paid over as soon as possible.	
Bank	I reviewed the minutes of the council and can confirm the bank reconciliations are presented to council in accordance with regulations. However, the face of the bank statement is not being signed. I remind council this is an activity that according to regulation must be completed.	
Publication	<p>The council has income and expenditure greater than £200,000 and is required to follow the transparency act. The Council has some of the published information on its web site, but I could not find all of it. I recommend a review to the ACT to ensure continued compliance. The link is provided above.</p> <p>The council has a link to a freedom of information policy – but the link is not functioning. I recommend this is reviewed and if necessary, the model publication scheme (link above) updated.</p>	

Annual Governance and Accountability Return 2023/24 Form 3

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

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

Guidance notes on completing Form 3 of the Annual Governance and Accountability Return 2023/24

1. Every smaller authority in England that either received gross income or incurred gross expenditure exceeding £25,000 **must** complete Form 3 of the Annual Governance and Accountability Return at the end of each financial year in accordance with *Proper Practices*.
2. **The Annual Governance and Accountability Return is made up of three parts, pages 3 to 6:**
 - The **Annual Internal Audit Report must** be completed by the authority's internal auditor.
 - **Sections 1 and 2 must** be completed and approved by the authority.
 - **Section 3** is completed by the external auditor and will be returned to the authority.
3. The authority **must** approve Section 1, Annual Governance Statement, before approving Section 2, Accounting Statements, and both **must** be approved and published on the authority website/webpage **before 1 July 2024**.
4. An authority with either gross income or gross expenditure exceeding £25,000 or an authority with neither income nor expenditure exceeding £25,000, but which is unable to certify itself as exempt, or is requesting a limited assurance review, **must** return to the external auditor by email or post (not both) **no later than 30 June 2024**. Reminder letters will incur a charge of £40 +VAT:
 - the Annual Governance and Accountability Return Sections 1 and 2, together with
 - a bank reconciliation as at 31 March 2024
 - an explanation of any significant year on year variances in the accounting statements
 - notification of the commencement date of the period for the exercise of public rights
 - Annual Internal Audit Report 2023/24

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

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

Publication Requirements

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

Before 1 July 2024 authorities **must** publish:

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

Not later than 30 September 2024 authorities **must** publish:

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

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

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

Guidance notes on completing Form 3 of the Annual Governance and Accountability Return (AGAR) 2023/24

- The authority **must** comply with *Proper Practices* in completing Sections 1 and 2 of this AGAR. *Proper Practices* are found in the *Practitioners' Guide** which is updated from time to time and contains everything needed to prepare successfully for the financial year-end and the subsequent work by the external auditor.
- Make sure that the AGAR is complete (no highlighted boxes left empty) and is properly signed and dated. Any amendments must be approved by the authority and properly initialled.
- The authority **should** receive and note the Annual Internal Audit Report before approving the Annual Governance Statement and the accounts.
- Use the checklist provided below to review the AGAR for completeness before returning it to the external auditor by email or post (not both) no later than 30 June 2024.
- The Annual Governance Statement (Section 1) must be approved on the same day or before the Accounting Statements (Section 2) and evidenced by the agenda or minute references.
- The Responsible Financial Officer (RFO) must certify the accounts (Section 2) before they are presented to the authority for approval. The authority must in this order; consider, approve and sign the accounts.
- The RFO is required to commence the public rights period as soon as practical after the date of the AGAR approval.
- **You must inform your external auditor about any change of Clerk, Responsible Financial Officer or Chair, and provide relevant authority owned generic email addresses and telephone numbers.**
- Make sure that the copy of the bank reconciliation to be sent to your external auditor with the AGAR covers all the bank accounts. If the authority holds any short-term investments, note their value on the bank reconciliation. The external auditor must be able to agree the bank reconciliation to Box 8 on the accounting statements (**Section 2, page 5**). An explanation **must** be provided of any difference between Box 7 and Box 8. More help on bank reconciliation is available in the *Practitioners' Guide**.
- Explain fully significant variances in the accounting statements on **page 5**. Do not just send a copy of the detailed accounting records instead of this explanation. The external auditor wants to know that you understand the reasons for all variances. Include complete numerical and narrative analysis to support the full variance.
- If the bank reconciliation is incomplete or variances not **fully** explained then additional costs may be incurred.
- Make sure that the accounting statements add up and that the balance carried forward from the previous year (Box 7 of 2023) equals the balance brought forward in the current year (Box 1 of 2024).
- The Responsible Financial Officer (RFO), on behalf of the authority, **must** set the commencement date for the exercise of public rights of 30 consecutive working days which **must** include the first ten working days of July.
- The authority **must** publish on the authority website/webpage the information required by Regulation 15 (2), Accounts and Audit Regulations 2015, including the period for the exercise of public rights and the name and address of the external auditor **before 1 July 2024**.

Completion checklist – 'No' answers mean you may not have met requirements		Yes	No
All sections	Have all highlighted boxes have been completed?	✓	
	Has all additional information requested, including the dates set for the period for the exercise of public rights , been provided for the external auditor?	✓	
Internal Audit Report	Have all highlighted boxes been completed by the internal auditor and explanations provided?	✓	
Section 1	For any statement to which the response is 'no', has an explanation been published?	✓	
Section 2	Has the Responsible Financial Officer signed the accounting statements before presentation to the authority for approval?	✓	
	Has the authority's approval of the accounting statements been confirmed by the signature of the Chair of the approval meeting?	✓	
	Has an explanation of significant variations been published where required?	✓	
	Has the bank reconciliation as at 31 March 2024 been reconciled to Box 8?	✓	
	Has an explanation of any difference between Box 7 and Box 8 been provided?	✓	
Sections 1 and 2	Trust funds – have all disclosures been made if the authority as a body corporate is a sole managing trustee? NB: do not send trust accounting statements unless requested.	✓	

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

Annual Internal Audit Report 2023/24

Goudhurst Parish Council

Goudhurst-pc.gov.uk

During the financial year ended 31 March 2024, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2023/24 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.			✓
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")</i>			✓
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.	✓		
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations <i>(during the 2023-24 AGAR period, were public rights in relation to the 2022-23 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set)</i> .	✓		
N. The authority has complied with the publication requirements for 2022/23 AGAR <i>(see AGAR Page 1 Guidance Notes)</i> .	✓		
O. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.	Yes	No	Not applicable
			✓

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

Date(s) internal audit undertaken

Name of person who carried out the internal audit

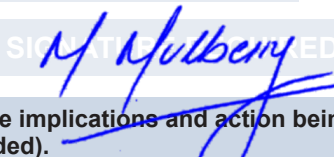
21/05/2024

DD/MM/YYYY

DD/MM/YYYY

Mark Mulberry

Signature of person who carried out the internal audit



Date

21/05/2024

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

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

Section 1 – Annual Governance Statement 2023/24

We acknowledge as the members of:

E Goudhurst Parish Council Y

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2024, that:

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

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

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

11/06/2024

and recorded as minute reference:

MINUTE REFERENCE

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

Chair

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

Goudhurst-pc.gov.uk

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

Section 2 – Accounting Statements 2023/24 for

E Goudhurst Parish Council Y

	Year ending		Notes and guidance
	31 March 2023 £	31 March 2024 £	
			<i>Please round all figures to nearest £1. Do not leave any boxes blank and report £0 or Nil balances. All figures must agree to underlying financial records.</i>
1. Balances brought forward	127,164	155,917	<i>Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.</i>
2. (+) Precept or Rates and Levies	210,000	219,800	<i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i>
3. (+) Total other receipts	32,541	46,026	<i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i>
4. (-) Staff costs	72,173	65,592	<i>Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.</i>
5. (-) Loan interest/capital repayments	3,239	3,197	<i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i>
6. (-) All other payments	138,376	142,833	<i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i>
7. (=) Balances carried forward	155,917	210,121	<i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i>
8. Total value of cash and short term investments	148,181	194,140	<i>The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.</i>
9. Total fixed assets plus long term investments and assets	343,513	347,503	<i>The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.</i>
10. Total borrowings	45,600	43,200	<i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i>

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

I certify that for the year ended 31 March 2024 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

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

SIGNATURE REQUIRED

Date

21/05/2024

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

21/05/2024

as recorded in minute reference:

MINUTE REFERENCE

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

SIGNATURE REQUIRED

Section 3 – External Auditor’s Report and Certificate 2023/24

In respect of

Goudhurst Parish Council

1 Respective responsibilities of the auditor and the authority

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

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

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

- summarises the accounting records for the year ended 31 March 2024; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

2 External auditor’s limited assurance opinion 2023/24

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

(continue on a separate sheet if required)

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

(continue on a separate sheet if required)

3 External auditor certificate 2023/24

We certify/do not certify* that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2024.

*We do not certify completion because:

External Auditor Name

ENTER NAME OF EXTERNAL AUDITOR

External Auditor Signature

SIGNATURE REQUIRED

Date

DD/MM/YYYY

Additional Property Enquiries

Property: Unit 2 Fountain House, Goudhurst, Cranbrook, Kent

Seller: Bradley Paul Russell

Purchaser: Goudhurst Parish Council

NO.	Our Enquiry	Seller's Response
1.	the seller's leasehold title is not registered against the Landlord's freehold title K202851.	Raised with the Land Registry
2.	<p>we understand the seller has not made any contributions in respect of their proportion of the Maintenance Expenses and Service Charge referred to under the lease. Has this been the case throughout their ownership?</p> <p style="color: green;">On this matter we requested further confirmation due to the lease provisions in clause 12 and Schedule 1. Awaited response.</p>	My client has told me he cannot recall having paid any significant contribution to any maintenance. There may have been some small amount for some pointing, but he does not really anything major being done. All appears a bit ad hoc.
3.	<p>Commercial Property Standard Enquiries form.</p> <p>CPSE 7 –</p> <ul style="list-style-type: none"> • Question 8.6 makes reference to copies of planning and building regulations consent. However, no such copies have been provided yet. • Question 12.2 – has the property been empty since 31/10/2023 • Question 13 Insurance – can you please confirm the insurance policy covers loss of rent for three years ? 	<p>replies to CPSE 7 questions.</p> <ul style="list-style-type: none"> • 8.6 There are none. • 12.2 Yes • 13 - I have referred this to the freeholder

	<p>The policy provided makes reference to a maximum 24 months loss from business interruption income.</p> <ul style="list-style-type: none"> • Question 13 Insurance - Also the policy confirms a claim has been made for uninsured losses due to the escape of water burst water pipes in February 2022. Has this now been remedied and have these costs impacted the renewal policy? 	<ul style="list-style-type: none"> • 13 The damage was repaired and my client does not believe that there was any adverse effect on the policy.
4.	<p>Commercial Property Standard Enquiries form.</p> <p>CPSE 4</p> <ul style="list-style-type: none"> • Question 2.2 – consents for past alterations and additions to the Property and change of use. Can you please let us have copies of the consents referred to therein? • Question 4.2 makes reference to parking facilities referred to in the lease, however, no such information was noted. Are there any parking facilities your client benefited from and can they please confirm the reference in the lease they referred to in their answer to this question 4.2 ? • 4.5 please confirm the fixtures and fittings referred to and please confirm they are in good working order? • 7. Service charge – we understand that although there is no information currently available for this year's estimate this is however, awaited. 	<ul style="list-style-type: none"> • No consents for anything • My client was referring to the on the road parking at the front. Obviously not demised as it's on the main road. • There is some shelving and a kettle, microwave and some other small sundries such as paint. My client was going to leave them for yours, as such I suggest we say the property is sold as seen. • No service charge. And there have been no major expenses during their ownership.

Previous enquiries raised and answers issued to Claire Reed

	<ul style="list-style-type: none"> • Landlord's consent required under the Lease 	<ul style="list-style-type: none"> • Consent granted under the Licence to Assign to be executed by you, Seller and Landlord.
	<ul style="list-style-type: none"> • Rectification of the Permitted Use under the Lease which confirms this as retail shop. Please note clauses 4 and 5 of the Licence to Assign. 	<ul style="list-style-type: none"> • Deal with in the Licence to Assign as noted in our Report.
	<ul style="list-style-type: none"> • Up to date Insurance policy 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Requested copies of the service charge accounts for the last three years. 	<ul style="list-style-type: none"> • There are no service charge accounts.
	<ul style="list-style-type: none"> • Asbestos report. Please note obligations noted in our Report in this regard. Due to the age of the Property having been build before the 2000 for the purpose of Asbestos regulations which came into affect in 2012 and which impose a legal duty on the occupier to manage asbestos we believe a report will be required, however, one is not being provided by the Seller. 	<ul style="list-style-type: none"> • There is no asbestos report.
	<ul style="list-style-type: none"> • Requested a Fire Risk Assessment and an EICR 	<ul style="list-style-type: none"> • None are being provided and understand the price has been reduced by £20,000.

	<ul style="list-style-type: none">• We requested utilities bills and were advised the Seller's provider for energy is EDF Energy and they pay approximately £25 per month (however, the property is vacant and on low charge)	
--	---	--

Dated

Licence to assign

Unit 2 Fountain House High Street Goudhurst Cranbrook TN17 1AL

Fountain House Freeholders Limited (1)

Bradley Paul Russell (2)

Goudhurst Parish Council (3)

OUR REF: BHW/RUS213/1

Warners Solicitors 16 South Park Sevenoaks Kent TN13 1AN

Telephone: 01732 747900 Fax: 01732 747919 DX: 30017 Sevenoaks

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HM Land Registry

Landlord's title number: K182039 and K202851

Tenant's title number: K912037

This Deed is dated the _____ day of _____ 2024

Parties

- (1) **FOUNTAIN HOUSE FREEHOLDERS LIMITED** incorporated and registered in England and Wales with company number 05813127 whose registered office is at Fountain House High Street Goudhurst Cranbrook Kent TN17 1AL (the **Landlord**).
- (2) **BRADLEY PAUL RUSSELL** of Apartment 15 The Potteries Linden Park Road Tunbridge Wells TN2 5FR (the **Tenant**).
- (3) **GOUDHURST PARISH COUNCIL** of Risebridge Farm The Hop Bine Ranters Lane Goudhurst, Kent TN17 1HN (the **Assignee**).

Background

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord to that assignment.

Agreed Terms

1. Interpretation

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

1.1 Definitions:

1.1.1 **Lease:** a lease of the Property dated 7 July 2006 made between Nugent Group Limited (1) Fountain House Freeholders Limited (2) and Bradley Paul Russell and Sally Anne Russell (3) all documents supplemental or collateral to that lease.

1.1.2 **LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

1.1.1 **Property:** Unit 2 Fountain House High Street Goudhurst Cranbrook TN17 1AL as more particularly described in and demised by the Lease.

1.1.2 **New Use :** As offices within use class E of the Town and Country Planning (Use Classes) Order 1987 (as it applied at the date of this Licence to Assign).

1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. References to the **Assignee** include a reference to its successors in title and assigns, except in the following clauses.

1.2.1 clause 1.4;

1.2.2 Clause 2;

- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause and paragraph headings shall not affect the interpretation of this licence.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Unless otherwise specified, reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.15 Unless the context otherwise requires, references to clauses are to the clauses of this licence.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.17 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales.

2. Consent to assign

- 2.1 Subject to clause 2.2 and in consideration of the covenant by the Assignee hereinafter contained the Landlord consents to the Tenant assigning the Lease to the Assignee.

- 2.2 This Licence shall be void in the event that the assignment hereby authorised is not effected within three months from the date hereof
- 2.3 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.
- 2.4 Any sum which becomes due under the Lease after completion of the assignment but which relates to any period before completion of the assignment shall be payable in full by the Assignee.
- 2.5 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

3. Obligations relating to the assignment

- 3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.
- 3.2 The Assignee shall pay all rents and other monies reserved by the Lease and made payable and to observe and perform the Lessee's covenants and the conditions therein contained on completion of the assignment.
- 3.3 The Assignee shall not expressly or impliedly hold the Property or any part thereof on trust for another
- 3.4 Immediately following completion of the assignment, the Assignee shall notify the Landlord or its solicitors of the name and address of the person to whom demands for rent should be sent.
- 3.5 The Assignee shall register the assignment hereby authorised in accordance with the provisions for registration in the lease; or (if none)
 - 3.5.1 Within twenty-one days after completion of the assignment, the Assignee shall:
 - 3.5.1.1 notify the Landlord of completion;
 - 3.5.1.2 send the Landlord a certified copy of the assignment; and
 - 3.5.1.3 pay the Landlord's registration fee of £75.00

4. Consent to change use and variation of the Lease

- 4.1 The Landlord consents to the Property being used for the New Use on the terms of this licence and the lease.
- 4.2 The meaning given to the term "Permitted Use" in clause 1.10 of the Lease shall be deleted and the meaning given to the term "New Use" in this licence shall be substituted for it

5. Obligations relating to the New Use

5.1 If the Assignee uses the Property for the New Use it shall do so in accordance with all laws and the terms of all other licences and consents

6. The right of re-entry in the Lease

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occurs.

7. Indemnity

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of their respective obligations in this licence.

8. Notices

8.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address given for that party in this licence or as otherwise notified in writing to each other party.

8.2 A notice shall be deemed to have been received:

8.2.1 if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or

8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

8.3 A notice given under this licence is not valid if sent by fax or email.

8.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. Liability

9.1 The obligations of each of the Tenant and the Assignee in this licence are owed to the Landlord.

9.2 Where a party to this licence comprises more than one person, then those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this licence or the assignment. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of them.

10. Registration at the Land Registry

10.1 The Assignee shall:

- 10.1.1 apply for registration of the assignment at HM Land Registry within one month following completion of the assignment;
- 10.1.2 ensure that any requisitions raised by HM Land Registry in connection with its registration application are responded to promptly and properly; and
- 10.1.3 send the Landlord official copies of its title within one month after the registration has been completed.

11. Third party rights

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

12. Governing Law

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

13. Jurisdiction

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

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

On original

EXECUTED AS A DEED by

Fountain House Freeholders }

Limited acting by

..... a

director in the presence of:

Witness

Signature

Name

Address

.....
Occupation

On counterpart

SIGNED AS A DEED by }
Bradley Paul Russell in the
presence of:

Witness

Signature

Name

Address

Occupation

SIGNED AS A DEED by }
Antony Guy David Bloxam Harris }
Goudhurst Parish Council in
the presence of:

Witness

Signature

Name

Address

Occupation

SIGNED AS A DEED by

Philip John Kirkby



Goudhurst Parish Council in

the presence of:

Witness

Signature

.....

Name

.....

Address

.....

Occupation

.....

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

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

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: K912037
2	Property: Unit 2 Fountain House, High Street, Goudhurst, Cranbrook (TN17 1AL)
3	Date:
4	Transferor: BRADLEY PAUL RUSSELL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

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

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

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

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

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

	<p>5 Transferee for entry in the register:</p> <p>Goudhurst Parish Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
	<p>6 Transferee's intended address(es) for service for entry in the register:</p>
	<p>7 The transferor transfers the property to the transferee</p>
	<p>8 Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): one hundred and thirty thousand pounds (£130,000).</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
	<p>9 The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>The covenants implied under the LPMPA 1994 are modified so that the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to:</p> <p>(i) make proper searches; or</p> <p>(ii) raise requisitions on title or on the results of the Transferee's searches</p>

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

Complete as necessary.

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

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

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

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

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

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

11 Additional provisions

11.2 The disposition effected by this transfer is subject to:

(a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 13 February 2024 and timed 14:45:08 under title number K912037;

(b) any matters discoverable by inspection of the Property before 2024;

(c) any matters which the Transferor does not and could not reasonably know about;

(d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

(e) public requirements;

(f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;

(g) the tenant covenants and all terms and conditions contained or referred to in the Lease;

11.3 The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform:

(a) the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers

of title number K912037 as at 13 February 2024 and timed 14:45:08 in so far as they are subsisting and capable of taking effect; and

will keep the Transferor indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses calculated on a full indemnity basis), claims, damages and losses suffered or incurred by the Transferor arising out of or in connection with any failure to do so.

11.4 The Transferee covenants that the Transferee and the Transferee's successors in title will from the date of this transfer until the end of the term granted by the Lease and any statutory continuation of it:

- (a)** pay the rents reserved by the Lease; and
- (b)** observe and perform the tenant covenants of the Lease;

and will keep the Transferor indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses calculated on a full indemnity basis), claims, damages and losses suffered or incurred by the Transferor arising out of or in connection with any failure to do so.

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

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

EXECUTED AS A DEED by acting by
Bradley Paul Russell

Bradley Paul Russell

in the presence of:

Witness Signature _____

Witness Name _____

Address _____

Occupation _____

EXECUTED AS A DEED by Goudhurst Parish Council
acting by Antony Guy David Bloxam Harris

.....

Councillor

in the presence of:

Witness Signature _____

Witness Name _____

Address _____

Occupation _____

EXECUTED AS A DEED by Goudhurst Parish Council

acting by Philip John Kirkby

.....

Councillor

in the presence of:

Witness Signature _____

Witness Name _____

Address _____

Occupation _____

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

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

Dated

Contract For The Sale Of Leasehold Property

At

Unit 2 Fountain House, High Street, Goudhurst, Cranbrook TN17 1AL

Bradley Paul Russell

Goudhurst Parish Council

OUR REF BHW/RUS213/1

Warners Solicitors 16 South Park Sevenoaks Kent TN13 1AN

Telephone: 01732 747900 Fax: 01732 747919 DX: 30017 Sevenoaks

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This Contract is dated

Parties

- (1) **BRADLEY PAUL RUSSELL** of Apartment 15 The Potteries Linden Park Road Tunbridge Wells TN2 5FR (the **Seller**).
- (2) **GOUDHURST PARISH COUNCIL** of The Hope Barn Risebridge Farm Ranters Lane Goudhurst TN17 1HN (the **Buyer**).

Agreed Terms

1. Interpretation

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

1.1 Definitions:

- 1.1.1 **Buyer's Conveyancer:** Berry & Lamberts First Floor Hearts of Oak House 4 Pembroke Road Sevenoaks Kent TN13 1XR
- 1.1.2 **Completion Date:**
- 1.1.3 **Condition:** any one of the Part 1 Conditions.
- 1.1.4 **Consent:** a consent required under the Lease to the transfer to the Buyer of the residue of the term granted by the Lease.
- 1.1.5 **Contract Rate:** interest at 4% per annum above the base rate from time to time of National Westminster Bank Plc.
- 1.1.6 **Deposit:** £130,000 (Fifteen Thousand Pounds (exclusive of VAT)).
- 1.1.7 **Electronic Payment:** payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer.
- 1.1.8 **Expenses:** the sums incurred during the Current Service Charge Year by or on behalf of the Seller in providing the services (including, but not limited to, costs, fees, disbursements and other expenditure), and which are recoverable by way of service charge,
- 1.1.9 **Landlord:** the person entitled to the immediate reversion to the Lease.
- 1.1.10 **Lease:** the lease dated 7 July 2006 and made between Nugent Group Limited (1) Fountain House Freeholders Limited (2) and Bradley Paul Russell and Sally Anne Russell
- 1.1.11 **Lease Rent:** the annual rent reserved by the Lease and any VAT chargeable in respect of it.
- 1.1.12 **Lease Rent Payment Day:** a day under the Lease for payment of the Lease Rent or an instalment of the Lease Rent.
- 1.1.13 **Lease Service Charge:** the annual service charge reserved by the Lease and any VAT chargeable in respect of it.

- 1.1.14 **Lease Service Charge Payment Day:** a day under the Lease for payment of the Lease Service Charge or an instalment of the Lease Service Charge.
- 1.1.15 **LPMPA 1994:** Law of Property (Miscellaneous Provisions) Act 1994.
- 1.1.16 **LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.
- 1.1.17 **Management Information:** all documents, correspondence, notices, assessments, applications, contracts, memoranda, declarations, statutory declarations and other written communications or documentation that relate to the Property, and are in the custody or control of the Seller or the Seller's agents.
- 1.1.18 **Part 1 Conditions:** the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).
- 1.1.19 **Part 2 Conditions:** the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).
- 1.1.20 **Property:** the leasehold property at Unit 2 Fountain House, High Street, Goudhurst, Cranbrook (TN17 1AL) as demised by the Lease and registered at HM Land Registry with title absolute under title number K912037 and as described in the Lease.
- 1.1.21 **Purchase Price:** £130,000 (One Hundred and thirty Thousand Pounds) (exclusive of VAT).
- 1.1.22 **Seller's Conveyancer:** Warners Law LLP 16 South Park Sevenoaks Kent TN13 1AN Ref; BHW/RUS213/1
- 1.1.23 **VAT:** value added tax [or any equivalent tax] chargeable in the UK.
- 1.1.24 **VAT Act:** Value Added Tax Act 1994.
- 1.1.25 **VAT Group:** two or more bodies corporate registered as a group for VAT purposes under section 43 of the VAT Act.
- 1.1.26 **Written Replies:** subject to clause 1.12 are any:
 - 1.1.26.1 written replies that the Seller's Conveyancer has given prior to exchange of this contract to any written enquiries raised by the Buyer's Conveyancer; or
 - 1.1.26.2 written replies to written enquiries given prior to exchange of this contract by the Seller's Conveyancer to the Buyer's Conveyancer.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.

- 1.4 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.
- 1.5 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.6 Unless expressly provided otherwise in this contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 Unless expressly provided otherwise in this contract, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **landlord covenant** and **tenant covenant** each have the meaning given to them by the LTCA 1995.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 For the purposes of the definition of Written Replies, **written replies** and **written enquiries** include any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the CPSE forms and include enquiries or replies so requested or given by email; and

2. Sale and purchase

- 2.1 The Seller shall sell and the Buyer shall buy the Property for the Purchase Price on the terms of this contract.
- 2.2 The Buyer cannot require the Seller to:
 - 2.2.1 transfer the Property or any part of it to any person other than the Buyer;
 - 2.2.2 transfer the Property in more than one parcel or by more than one transfer; or
 - 2.2.3 apportion the Purchase Price between different parts of the Property.

3. Conditions

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
 - 3.1.1 apply to a sale by private treaty;
 - 3.1.2 relate to leasehold property;

- 3.1.3 are not inconsistent with the other clauses in this contract; and
- 3.1.4 have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The terms used in this contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:
 - 3.3.1 Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract;
 - 3.3.2 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract;
 - 3.3.3 Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract;
 - 3.3.4 Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 0" of this contract; and
 - 3.3.5 Condition 9.8.3 is amended to add the words "by Electronic Payment" after the word "pay" in both Condition 9.8.3(a) and Condition 9.8.3(b).
- 3.4 Condition 1.1.4(a) does not apply to this contract.
- 3.5 Condition 9.2.1 does not apply to this contract.
- 3.6 The Part 2 Conditions are not incorporated into this contract.

4. Risk and insurance

- 4.1 With effect from exchange of this contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, shall entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion provided that the insurance the Landlord or the Seller incept for the property will be used to repair any damage caused to the Property by an Insured Risk as defined under the Lease or any required reinstatement.
- 4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this contract.

5. Deposit

- 5.1 On the date of this contract, the Buyer shall pay the Deposit by Electronic Payment to the Seller's Conveyancer to be held by the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
- 5.2 Conditions 3.2.1 and 3.2.2 do not apply to this contract.

6. Deducing title

- 6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.
- 6.2 Conditions , 7.3.1 and 7.4.2 do not apply to this contract.

7. Vacant possession

The Property shall be sold with vacant possession on completion.

8. Title guarantee

- 8.1 Subject to clause 8.2 the Seller shall transfer the Property with full title guarantee
- 8.2 the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Buyer's failure to:
 - 8.2.1 make proper searches; or
 - 8.2.2 raise requisitions on title or on the results of the Buyer's searches

9. Matters affecting the Property

- 9.1 The Seller shall transfer the Property free from incumbrances other than:
 - 9.1.1 any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number K912037as at 13 February 2024 at 14:45:08
 - 9.1.2 the tenant covenants and all terms and conditions contained or referred to in the Lease;
 - 9.1.3 any matters discoverable by inspection of the Property before the date of this contract;
 - 9.1.4 any matters which the Seller does not and could not reasonably know about;
 - 9.1.5 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
 - 9.1.6 public requirements;
 - 9.1.7 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
- 9.2 Conditions 4.1.1, 4.1.2 and do not apply to this contract.
- 9.3 After the contract is made, the seller, is to give the buyer written details without any delay of any new requirement and of anything in writing of which it receives written notification concerning a matter noted herein to which the Property is to be sold subject to.

10. Buyer's knowledge

- 10.1 The Buyer is deemed to have full knowledge of:

10.1.1.the Seller's title to the Property; and
10.1.2 the matters referred to in clause 9.1;
and is entitled to raise any enquiry, objection, requisition or claim in relation to any of the matters discoverable by pre-completion searches the Buyer undertakes.

11. Seller to pay rents and other sums under the Lease

The Seller shall pay all the rents and other sums due under the Lease (plus any VAT payable on those rents) before (but excluding) the date of completion.

12. Completion conditional on Consent

- 12.1 Completion is conditional on every Consent being:
- 12.1.1 obtained on reasonable terms; and
 - 12.2.2 evidenced in a written, formal licence to assign, dated and signed or executed by or on behalf of each of the parties to it.
- 12.2 Subject to clause 12.3 and the Buyer complying with all its obligations under this clause, the Seller will apply for and use all reasonable endeavours to obtain every Consent on terms and in a form that complies with clause 12.1
- 12.3 The Seller shall not be obliged to seek any declaration of the court that a Consent has been, or is being, unreasonably withheld unless the Buyer reasonably requires that the Seller seeks any such declaration. If the Seller does seek any such declaration, the Buyer shall:
- 12.3.1 without delay provide all reasonable assistance and information as the Seller may reasonably require in connection with seeking any such declaration; and
 - 12.3.2 keep the Seller indemnified against all reasonable and properly incurred liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses calculated on a full indemnity basis), claims, damages and losses suffered or incurred by the Seller arising out of or in connection with or in contemplation of the Seller seeking any such declaration.
- 12.4 The Buyer shall, without delay:
- 12.4.1 supply all information, accounts and references as the Landlord, or the Seller may reasonably require in connection with an application for or consideration of any Consent;
 - 12.4.2 ensure that any amendments that the Buyer proposes to make to any form of Consent or to any document mentioned in clause 12.4.3 that has been submitted to the Buyer or to the Buyer's Conveyancer are communicated promptly to the Seller's Conveyancer;

- 12.4.3 supply, procure or enter into any guarantees, rental or other deposits, direct covenants or other security for the performance of the tenant covenants of the Lease as may be required under the Lease or as the Landlord may reasonably require; and
 - 12.4.4 sign or execute (as appropriate) the documents containing a Consent and sign or execute (as appropriate) or procure the signature or execution (as appropriate) of the documents (if any) required to be entered into pursuant to clause 12.4.3, each in the form reasonably required by the Landlord. The Buyer shall return all such documents duly signed or executed (as appropriate) to the Seller's Conveyancer within ten working days after receipt of the engrossment(s) by the Buyer's Conveyancer.
- 12.5 If any Consent has not been obtained on terms and in a form that complies with clause 12.1 by 4.00 pm on the date 20 working days after the date set out in paragraph (a) of the definition of Completion Date, this contract may be rescinded:
- 12.5.1 by the Seller giving notice to the Buyer; or
 - 12.5.2 by the Buyer giving notice to the Seller (provided that before giving the notice the Buyer must have complied with its obligations under clause 12.4).
- 12.6 Without prejudice to Condition 10.2, if a notice to rescind is served under clause 12.5 neither of the parties will have any further rights or obligations under this contract except that:
- 12.6.1 the Buyer shall continue to be liable to pay or refund any costs which it is liable to pay or refund under this contract;
 - 12.6.2 the rights of either party in connection with any breach of this contract by the other party which may have occurred before service of the notice to rescind shall be unaffected.
- 12.7 Condition 11.3 does not apply to this contract.

13. Transfer

- 13.1 The transfer of the Property to the Buyer shall be in the form annexed to this Agreement and shall contain:
- 13.1.1 a declaration as to the title guarantee with which the Transfer is made as stated in clause 8.1 of this contract
 - 13.1.2 a statement that the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Buyer's failure to make proper searches or to raise requisitions on title or on the results of the Buyer's searches;

13.1.3 a statement that the disposition effected by the transfer is made subject to all the matters to which this contract is made subject as set out in clause 9

13.1.4 a statement that, notwithstanding section 6(3) of the LPMPA 1994, all matters recorded at the date of the transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the LPMPA 1994;

13.1.5 a covenant by the Buyer that the Buyer and the Buyer's successors in title shall from the date of the transfer until the end of the term granted by the Lease and any statutory continuation of it:

13.1.5.1 pay the rents reserved by the Lease; and

13.1.5.2 observe and perform the tenant covenants of the Lease;

and keep the Seller indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses calculated on a full indemnity basis), claims, damages and losses suffered or incurred by the Seller arising out of or in connection with any failure to do so; and

13.1.6 a covenant by the Buyer by way of indemnity only, on the Buyer's own behalf and on behalf of the Buyer's successors in title, to observe and perform:

13.1.6.1 the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of title numbers K912037 as at 13 February 2024 at 14:45:08 in so far as they are subsisting and capable of taking effect; and

and to keep the Seller indemnified against all reasonable and properly incurred liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses calculated on a full indemnity basis), claims, damages and losses suffered or incurred by the Seller arising out of or in connection with any failure to do so

13.2 The Seller and the Buyer shall execute as a deed the transfer in the form required by clause 13.1 in original and counterpart.

13.3 Condition 7.6.5(b) does not apply to this contract.

14. VAT

- 14.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any)
- 14.2 Condition 2.1 and 2.2 do not apply to this contract.

15. Completion

- 15.1 Subject to clause 12.1 completion shall take place on the Completion Date but time is not of the essence of the contract unless a notice to complete has been served.
- 15.2 Condition 9.1.1 does not apply to this contract.
- 15.3 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the Property, if the amount to be paid on completion enables the Property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case."
- 15.4 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 15.5 Condition 9.4 is amended to add a new Condition 9.4(d) to read "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".
- 15.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".
- 15.9 On, or as soon as reasonably practicable (and, in any event, no later than 5 working days) after, completion, the Seller shall deliver to the Buyer (or to any other person as the Buyer has directed in writing to the Seller before completion):
- 15.10 all of the following:
- 15.10.1 completed original transfer in the form required by clause 13.1. ;
 - 15.10.2 the executed Licence to Assign.

16. Buyer's acknowledgement of condition

- 16.1 The Buyer acknowledges that:
- 16.1.1 before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property; and
 - 16.1.2 the Buyer has formed its own view as to the condition of the Property and the suitability of the Property for its purposes.

17. Registration of the transfer

17.1 The Buyer shall:

17.1.1 apply to register the transfer at HM Land Registry promptly and in any event within one month following completion;

17.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register the transfer at HM Land Registry are responded to promptly and properly; and

17.1.3 send the Seller official copies of the Buyer's title within one month of completion of the registration.

18. Entire agreement

18.1 This contract and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

18.2 The Buyer acknowledges that in entering into this contract and any documents annexed to it the Buyer does not rely on any representation or warranty (whether made innocently or negligently) other than those:

18.2.1 set out in this contract or the documents annexed to it; or
contained in any Written Replies.

18.3 Nothing in this clause shall limit or exclude any liability for fraud.

18.4 Condition 10.1 is varied so that the words "the negotiations leading to it" are replaced with the words "Written Replies".

19. Joint and several liability

19.1 Where a party to this contract comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this contract. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

19.2 Condition 1.2 does not apply to this contract.

20. Notices

20.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it

20.2 Any notice or document to be given or delivered under this contract must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery or fax to the address and for the attention of the relevant party as follows:

20.2.1 to the Seller at the address of the Seller's Conveyancer quoting reference
BHW / RUS213/1

20.2.2 to the Buyer at TBC

20.3 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party

20.3.1 Any such notice or document will be deemed to have been received:

20.3.2 if delivered personally at the time of delivery provided that if delivery occurs before 9.00 a.m. on a working day the notice will be deemed to have been received at 9.00 a.m. on that day and if delivery occurs after 5.00 p.m. on a working day or on a day which is not a working day the notice will be deemed to have been received at 9.00 a.m. on the next working day

20.3.3 in the case of pre-paid first class or recorded delivery post at 9.00 a.m. on the second working day after posting.

20.3.4 in the case of fax at the time of transmission

20.4 In proving delivery of a notice or document it will be sufficient to prove that:

20.4.1 a delivery receipt was signed, or

20.4.2 that the envelope containing the notice or document was properly addressed and posted as a prepaid first class or recorded delivery letter or registered letter

20.4.3 A notice or document delivered under this contract shall not be validly given or delivered if sent by e-mail

20.5 Condition 1.3 does not apply to this contract

21. Third party rights

21.1 This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

21.2 Condition 1.5 does not apply to this contract.

22. Governing law

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

23. Jurisdiction

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

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed by Bradley Paul Russell **Seller**

Signed on behalf of the **Buyer** Goudhurst Parish Council by
Antony Guy David Bloxam Harris

Signed on behalf of the **Buyer** Goudhurst Parish Council by
Philip John Kirkby

Appendix A Transfer

Goudhurst Parish Council



GRANT APPLICATION FORM

Name of Group / Organisation:	Goudhurst Village Hall		
Contact Name:	Pamela Boniface		
Position in Organisation:	Treasurer		
Address:	Chestnuts, Beresford Road, Goudhurst, Kent TN17 1DN		
Telephone:	07518 894 915		
Email:	gph treasurer@outlook.com		
Is your organisation a registered charity?	Yes <input checked="" type="checkbox"/>	If yes, Charity Number	1193584
	No <input type="checkbox"/>		
Do you have a bank account, which requires two unrelated people to authorise cheques and make withdrawals? This must be in the name of the organisation / group that it is applying for the grant.		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Brief Description of your group / organisation's main purpose / activities :			
<p>Goudhurst Village Hall is a Grade 2 listed building and one of the most picturesque village halls in Kent. It's located in the centre of the village across from the village pond, surrounded by mature trees and lawns. It hosts numerous community activities which are very well supported. Regular activities currently include: dance classes, yoga, upholstery classes, pilates, keep fit, exercise classes and the St Mary's Lunch Club. The venue is also ideal for engagement parties, birthdays, anniversaries, dances, quiz nights, theatrical productions, wedding receptions and other celebrations. The Main Hall seats up to 120 and there is a meeting room for smaller groups and meetings (20-30 people).. We regularly run jumble sales, afternoon tea events, open days and a Christmas Fair.</p>			
Please provide the number, or percentage, of Goudhurst Parish residents that currently use the service (if applicable):			
<p>This is difficult to assess – however we would estimate that approximately 50% of users are residents and 50% come from further afield.</p>			
Details of any restrictions placed on who can use / access the organisation's services			
<p>There are no restrictions for users of Goudhurst Village Hall</p>			
Details of the project for which the grant is required			
<p>We are requesting this grant in order to be able to replace the current Fire Alarm system. The supplier terminated our maintenance contract and although we have tried several different companies, none were prepared to take over the existing system. This means that we are unable to ensure that the Fire Alarm system is regularly serviced. The implication of this is that we are unable to meet this Health and Safety requirement. Furthermore, the current system has caused</p>			

<p>many problems during the period it has been installed. The alarms go off frequently for no apparent reason and require attention from specialist engineers. We have therefore concluded that the system is no longer fit for purpose and we would like to replace the system as soon as possible. The installation of a new Fire Alarm System will help us to ensure that we meet the Health and Safety requirements for the Village Hall.</p>			
<p>When will the project start? We do not offer retrospective funding.</p>		<p>As soon as possible in June /July 2024</p>	
<p>Will your project be completed within six months from receipt of your grant? If not, please explain why below.</p>		<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>	
<p>N/A</p>			
<p>How will this project benefit the parishioners of Goudhurst?</p> <p>The project to replace the Fire Alarm System for Goudhurst Village Hall will be beneficial to the parishioners of Goudhurst since it will contribute to the upkeep and efficient running of Hall and will ensure the safety of the building for many years to come. In addition, it will eliminate the disturbance caused by the noise of the activated alarm and will ensure that we meet the Health and Safety requirements for the hall.</p>			
<p>N/A</p>			
<p>Total Cost of project</p> <p>Quotation received from Pyrotec Ltd:</p> <p>£6306 + Vat£1261 = £7567</p> <p>Quotation received from Spy Alarms:</p> <p>£8952 + Vat£1790 = £10742</p> <p>See copies of quotations attached.</p>		<p>£7567</p>	<p>Amount of Grant requested</p> <p>£7567 -</p> <p>We would be grateful for any contribution deemed appropriate by GPC to help us with the cost of this work.</p>
<p>Have you received, applied or intend to apply for funding from any other source for this project?</p>		<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>	<p>If yes, please give the name(s) of the other funder</p> <p>We have not sought funding from other sources on this occasion since we are planning major building works for urgent roof repairs during the latter part of 2024 and will be seeking funding from various external sources for this work. We are therefore requesting a grant from GPC to help us with the cost of replacing the Fire Alarm System.</p>

How much of the total cost do your group / organisation intend to raise yourself and how?	We will self-fund the balance of the purchase and installation of the equipment from our reserve funds.
Date:	1 st March 2024 (Updated June 2024)

Please tick to confirm you have included the following documents with your application.

1. A copy of your organisations written constitution or details of the aims and purpose.
2. Demonstration of a clear need for the funding.
3. A copy of the previous year's accounts or, for new initiatives, a detailed budget and business plan.
4. Evidence of any other award towards the project.
5. Any other supporting documentation e.g. quotes, needs analysis or survey results.

Please ensure that the person signing the declaration on behalf of your organisation has the appropriate authority to do so.

DECLARATION:

I confirm that the information contained in the application is correct to the best of my knowledge. I agree to that any money awarded by Goudhurst Parish Council as a result of this application will only be used for the purposes stated in the said application, and in accordance with the grant conditions detailed in the Parish Council's Grant Awarding Policy.

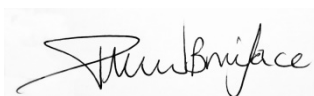
I confirm that the proposed project is lawful and conforms to any rules governing our group / organisation. I further agree to provide copies of receipts and invoices as required to Goudhurst Parish Council to confirm details of how the money has been spent if the application is successful.

I understand that all money awarded must be repaid to Goudhurst Parish Council and my organisation will not be able to apply for a future grant in the following circumstances:

- If a false declaration is made, or if any information contained in the application is found to be false, inflated or exaggerated
- If the proposed project does not proceed or is abandoned for any reason or if the organisation disbands during the period of the grant
- If the organisation does not provide the necessary invoices and receipts confirming how the money has been spent or does not comply with any other conditions stipulated.

I understand that details of the grant awarded will be included on the Parish Council website and Annual Report.

Signed:



Print Name:

Pamela M W Boniface

Position in the Organisation

Treasurer

Date:

3rd June 2024

Please sign the above declaration and return this form together with all supporting documentation required either by post or email to:

Claire Reed
The Hop Bine
Risebridge Farm
Goudhurst Cranbrook
TN17 1HN

Email: Clerk@goudhurst-pc.gov.uk

Please contact us if you need help with the form or advice about your application.

NOTES:

- Please complete all questions and sign and date the declaration at the end of the form.
- Where a question is not applicable, please enter N/a on the form.
- If you wish to provide additional information or expand on a question, please provide on an attached sheet.
- Please refer to the Council's Grant Awarding Policy for full terms and conditions of grants.
- The deadline for returning completed applications will be advertised. Grant applications will be considered by the Council at the Parish Council meeting following the deadline advertised.
- Submission of this application does not automatically mean that an award will be granted. Goudhurst Parish Council reserves the right to award grants at their discretion.
- Only one project per application will be considered.

GOUDHURST VILLAGE HALL	INCOME & EXPENDITURE	3/31/2024		3/31/2023	
END OF YEAR ACCOUNTS to		1st April 2023 to 31st March 2024	BREAKDOWN	1st April 2022 to 31st March 2023	BREAKDOWN
UPDATED:	2nd April 2024				
INCOME	INCOME				
Hall Hire	Various Hirers	£18,117.94		£15,482.65	
Deposits		£440.00		£800	
GADS	BT Building - rental payment	£586.00		£586	
Goudhurst Parish Council	GPC Reimbursement - Elec Vehicle Charge points				£3,509.00
	GPC Room Rental		£456.00		£983.40
	GPC Payment for Utilities		£445.00		£2,500.00
	GPC TOTAL:	£901.00		£6,992.40	
Miscellaneous	Donations from Jacqui, Fete sign reimb, etc	£671.50		£652.98	
Goudhurst Village Fete & Dog Show		£1,134.39		£6,123.71	
	Fete, Jumble Sales, Open Day etc	£8,563.39		£5,582.50	
	Various donations				
Art Class		£1,365.00			
Interest received	Building & Reserve a/c total	£485.13		£43.23	
	TOTAL INCOME	£32,264.35		£36,263.47	
EXPENDITURE					
Cleaning	Cleaning services	2,874.31		£1,776.69	
Electricity - EDF	EDF	7,166.40		£9,502.10	
Repairs and Maintenance	Pyrotec- Fire Alarm Service		£403.36		£144.80
	Fire Alarm Maintenance		£1,491.46		TBA
	B&K Electrics		£1,211.76		£87.60
	JD Francis/K G Plumbing		£132.00		£174.00
	R.Greenaway				£135.04
	Spy Alarms		£180.00		
	Misc - Travis Perkins, A Foster etc		£1,094.94		
	TOTAL:	4,513.52	£4,513.52	£541.44	
BSRA/Castle Water	Waste water and Water supply	£780.82		£436.83	
Cleansing/Waste disposal	1st Waste	£394.38		£363.36	
Heating Oil		£1,288.83		£0.00	
Insurance	Allied Westminster	£1,965.93		£1,907.47	
Gardening	Gardening	£441.50		£858.96	
Performing Rights Licence			£339.92		£279.96
Building Surveyor			£396.00		£1,980.00
	TOTAL:	£735.92		£2,259.96	
Village Fete 2023	Fete Expenses	£253.62		£4,161.64	
Committee Expenses	Booking Officer Expenses	£3,497.29		£2,210.00	
				£287.38	
Art Class Expenses		£376.44			
Misc Exp		£324.37		£482.31	
Website and Advertising		£1,016.29			
	TOTAL EXPENDITURE	£25,629.62		£24,788.14	
(Defecit)/Excess for the year			£6,634.73		£11,475.33
Balance b/f			£57,280.55		£45,805.22
Balance c/f			£63,915.28		£57,280.55
	Main A/C		4945.33		£36,107.01
	Deposit Account - Reserve a/c		41523.99		£13,299.30
	Deposit account - Building Repair fund		17445.96		£7,874.24
			£63,915.28		£57,280.55

CHECK BY H MASON

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Hyfire Partners

Ollie Murray <ollie.murray@hyfirewireless.co.uk>

Thu 23/03/2023 3:16 PM

To: gph treasurer@outlook.com <gph treasurer@outlook.com>

Hi Pamela,

Apologies for the delay in sending this to you.

Following our call on Tuesday, I spoke with Peter and Bob at SCM to further understand your concerns regarding the Hyfire system and performance of the partners maintenance program.

From what I now understand, there are one or more devices that suffer from false alarms causing sounders to ring for long periods of time (over night or multiple days) due to the building being un-occupied. Leaving these sounders to ring for long periods of time, will result in battery faults on the system. This will also explain why your devices are not achieving our recommend life span.

I believe changing maintenance provider will not resolve your issues. First, the problem in this instance, False Alarms must first be resolved inline with SCM's advice.

I am happy to answer any further questions.

Best regards,

Ollie Murray

National Sales Manager

M: +44 7518913257

E: ollie.murray@hyfirewireless.co.uk



Orama group

Hyfire Wireless Fire Solutions Ltd

Unit B12a Holly Farm Business Park,

Honiley, Warwickshire

CV8 1NP, UK

Constitution of Charitable Incorporated Organisation whose only voting members are its charity trustees

(‘Foundation’ model constitution)

Date of constitution (last amended):

18th February 2021

.....

1. Name

The name of the Charitable Incorporated Organisation (“the CIO”) is

GOUDHURST VILLAGE HALL

Registered Charity Number:

1193584

2. National location of principal office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

The Village Hall

Balcombes Hill

Goudhurst

Kent

3. Objects

The objects of the CIO are

The provision and maintenance of a village hall for the use of the inhabitants of Goudhurst Parish Council without distinction of political, religious or other opinions, including use for:

(a) meetings, lectures and classes, and

(b) other forms of recreation and leisure-time occupation, with the object of improving the conditions of life for the inhabitants.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with Charities Act 2011.

4. Powers

The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO has power to:

- (1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;
- (5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

5. Application of income and property

- (1) The income and property of the CIO must be applied solely towards the promotion of the objects.
 - (a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
 - (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.
- (3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

- (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the CIO;
- (c) be employed by, or receive any remuneration from, the CIO;
- (d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees’ or connected persons’ benefits

- (a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- (f) The reason for their decision is recorded by the charity trustees in the minute book.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

(4) In sub-clauses (2) and (3) of this clause:

- (a) “the CIO” includes any company in which the CIO:
 - i. holds more than 50% of the shares; or

- ii. controls more than 50% of the voting rights attached to the shares; or
 - iii. has the right to appoint one or more directors to the board of the company;
- (b) “connected person” includes any person within the definition set out in clause 30 (Interpretation);

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- (2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. Liability of members to contribute to the assets of the CIO if it is wound up

If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Charity trustees

(1) Functions and duties of charity trustees

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- (a) to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - i. any special knowledge or experience that he or she has or holds himself or herself out as having; and,
 - ii. if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) **Eligibility for trusteeship**

- (a) Every charity trustee must be a natural person.
- (b) No individual may be appointed as a charity trustee of the CIO:
 - if he or she is under the age of 16 years; or
 - if he or she would automatically cease to hold office under the provisions of clause 12(1)(e).
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

- (d) At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

(3) Number of charity trustees

- (a) There should be:

Not less than four nor more than 6 appointed trustees; and

2 nominated trustees; and

Not more than 7 representative trustees

- (b) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

- (c) The maximum number of charity trustees that can be appointed is as provided in sub-clause (a) of this clause. No trustee appointment may be made in excess of these provisions.

(4) First charity trustees

The first charity trustees are as follows-

Alan Foster

Pamela Mary Welson Boniface

Philippa Jane Lane

Shiona Gardiner

Pauline Osborne

Jacqui Clark

Vera Winifred Hawkins

Richard Bushrod

10. Appointment of charity trustees

(1) **Appointed charity trustees**

- (a) Apart from the first charity trustees, every appointed trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the charity trustees.
- (b) In selecting individuals for appointment as appointed charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

(2) **Representative Trustees**

- (a) The organisations listed in the Schedule may appoint up to two Representative Trustees each. The number of Representative Trustees may not at any time be more than 7.
- (b) The list of organisation can be updated by the Trustees from time to time to reflect the users of the organisation.

(3) **Nominated Trustees**

- (a) Goudhurst Parish Council (“the appointing body”) may appoint 2 charity trustees.
- (b) Any appointment must be made at a meeting held according to the ordinary practice of the appointing body.
- (c) Each appointment must be for a term of three years.
- (d) The appointment will be effective from the later of:
 - i. the date of the vacancy; and

- ii. the date on which the charity trustees or their secretary or clerk are informed of the appointment.
- (e) The person appointed need not be a member of the appointing body.
- (f) A trustee appointed by the appointing body has the same duty under clause 9(1) as the other charity trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the CIO.

11. **Information for new charity trustees**

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) a copy of the current version of this constitution; and
- (b) a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

12. **Retirement and removal of charity trustees**

- (1) A charity trustee ceases to hold office if he or she:
 - (a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
 - (c) dies;
 - (d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

(2) Any person retiring as a charity trustee is eligible for reappointment.

13. **Taking of decisions by charity trustees**

Any decision may be taken either:

- at a meeting of the charity trustees; or

- by resolution in writing or electronic form agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that
 - a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and

 - the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

14. **Delegation by charity trustees**

(1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
- (a) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
 - (b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
 - (c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

15. **Meetings of charity trustees**

(1) **Calling meetings**

- (a) Any charity trustee may call a meeting of the charity trustees.
- (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) **Chairing of meetings**

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

(3) **Procedure at meetings**

- (a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number

nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- (c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

(4) Participation in meetings by electronic means

- (a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- (b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16. Membership of the CIO

- (1) The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.
- (2) Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

17. Informal or associate (non-voting) membership

- (1) The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- (2) Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

18. **Decisions which must be made by the members of the CIO**

- (1) Any decision to:
 - (a) amend the constitution of the CIO;
 - (b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or
 - (c) wind up or dissolve the CIO (including transferring its business to any other charity)

must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

- (2) Decisions of the members may be made either:
 - (a) by resolution at a general meeting; or
 - (b) by resolution in writing, in accordance with sub-clause (4) of this clause.
- (3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause 28 (amendment of constitution), clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require

the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.

- (4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
 - (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - (b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated.

19. General meetings of members

(1) Calling of general meetings of members

The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause 18 (Decisions which must be made by the members of the CIO).

(2) Notice of general meetings of members

- (a) The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.

- (b) Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.
- (c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

(3) Procedure at general meetings of members

The provisions in clause 15 (2)-(4) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

20. Saving provisions

- (1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:
- who was disqualified from holding office;
 - who had previously retired or who had been obliged by the constitution to vacate office;
 - who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

- (2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for sub-clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

21. **Execution of documents**

- (1) The CIO shall execute documents either by signature or by affixing its seal (if it has one)
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.
- (3) If the CIO has a seal:
 - (a) it must comply with the provisions of the General Regulations; and
 - (b) the seal must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees.

22. **Use of electronic communications**

(1) **General**

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

- (b) any requirements to provide information to the Commission in a particular form or manner.

Use of electronic communications

(2) To the CIO

Any member or charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

(3) By the CIO

- (a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- (b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
 - i. provide the members with the notice referred to in clause 19(2) (Notice of general meetings);
 - ii. give charity trustees notice of their meetings in accordance with clause 15(1) (Calling meetings); and
 - iii. submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 18 (Members' decisions), 18(4) (Decisions taken by resolution in writing), or the provisions for postal voting (if you have included this optional provision, please insert the correct clause number here).

(c) The charity trustees must –

- i. take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
- ii. send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

23. **Keeping of Registers**

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees.

24. **Minutes**

The charity trustees must keep minutes of all:

- (1) appointments of officers made by the charity trustees;
- (2) proceedings at general meetings of the CIO;
- (3) meetings of the charity trustees and committees of charity trustees including:
 - the names of the trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate the reasons for the decisions;
- (4) decisions made by the charity trustees otherwise than in meetings.

25. **Accounting records, accounts, annual reports and returns, register maintenance**

- (1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- (2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

26. **Rules**

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

27. **Disputes**

If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28. **Amendment of constitution**

As provided by sections 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended:
 - (a) by resolution agreed in writing by all members of the CIO; or

- (b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members).
- (2) Any alteration of clause 3 (Objects), clause 29 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

- (1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
 - (a) at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - i. by a resolution passed by a 75% majority of those voting, or
 - ii. by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
 - (b) by a resolution agreed in writing by all members of the CIO.

- (2) Subject to the payment of all the CIO's debts:
- (a) Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
 - (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
 - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- (3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
- (a) the charity trustees must send with their application to the Commission:
 - i. a copy of the resolution passed by the members of the CIO;
 - ii. a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
 - iii. a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
 - (b) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.
- (4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this constitution:

“connected person” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub- clause (a) or (b) above;
- (d) an institution which is controlled –
 - i. by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - ii. by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which –
 - i. the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - ii. two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

“charity trustee” means a charity trustee of the CIO.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

Schedule

The Committee of the Goudhurst Women’s Institute

The Committee of the Goudhurst Social Club

The Committ of the First Goudhurst Scout Group

The Committee of the Goudhurst Luncheon Club

The Committee of the Goudhurst Amateur Dramatic Society



Pyrotec

Fire Protection
Part of the LS Fire Group

04 April 2024

Goudhurst Village Hall
Balcombes Hill
Cranbrook
Kent
TN17 1AT

Our Ref: 0404/GHVH/FA/GM

Dear Alan

Re: Goudhurst Village Hall – Fire Alarm System

Further to your recent enquiry, I have pleasure in providing you our quotation to carry out the installation of a new fire alarm system in accordance with British Standards.

Pyrotec is a “Total Fire Safety Management Company” who are pleased to offer a wide range of fire services and safety products. We are a one-stop company who can manage all your company’s fire safety requirements.

We are a qualified, competent, and professional business with over 35 years of experience in the industry.

As one of the highest accredited fire protection companies in the Southeast, we have obtained many accreditations over the years including but not limited to;

Constructionline (Gold Member)
CHAS (Contractors Health & Safety Scheme)
Safe Contractor (Alcumus)
LPCB (Loss Prevention Certificate Board LPS1014)
BAFE SP101
Electrical Contractors Association
BSI-ISO 9001:2015 Quality Management
BSI-SO 14001:2015 Environmental Management System

I trust that you find our pricing competitive and look forward to hearing from you soon.

Yours sincerely,

G. Marlow

Gary Marlow
Installation Manager

☎ 07831 786535

✉ g.marlow@pyrotec.co.uk





System Details and Schedule of Works

Item	Description	Price exc. vat
1	<p>Fire Alarm - To supply and install a Radio/Wireless fire alarm system to comply with BS5839-1:2017 Grada A L2, consisting of detection in the escape routes, rooms leading onto escape routes and areas of risk. Removal of the old system is included.</p> <p>NOTE: The existing Electrical supplies to the new fire panel and signal booster would be reused. Flashing Beacons (Vads) have been allowed for in the main hall and accessible W/C only.</p> <p>Certification and O&M manual will be supplied once the installation is complete. A fire alarm logbook and holder, and zone plan drawing will be fitted next to the fire panel.</p>	£6306.00
2	Ongoing maintenance – Six monthly tests and inspections of the fire alarm and any emergency lighting on the premises.	£340.00 per annum
3	<p>Remote Monitoring. Separate quote to follow.</p> <p>NOTE: The remote monitoring requires a good SIM signal. At time of survey the phone signal in the area was poor. This would require a signal survey.</p>	

Schedule of Items Key

FAP	Fire Alarm Panel
MCP	Manual call point
SD	Smoke Detector (S = Sounder)
HD	Heat Detector (S = Sounder)
Booster	Radio Signal Booster
SNDB	Sounder Beacon (VAD)
SND	Sounder





Location	FAP	MCP	SD	HD	Booster	SNDB	SND
Main Entrance	1	1	1				
Broom Cupboard			1				
Kitchen		1		1S	1		
Dressing Room 1			1S				
Dressing Room 2			1S				
Main Hall		1	2			1	
Accessible W/C						1	
Ladies W/C							1
Cloakroom			1				
Broom Cupboard			1				
Stage Area			1				
First Floor Landing		1	1S				
Control Room			1S				
Jessel Room			1S				
Gents W/C							1
Boiler Room				1S			
BT Building		1	2				1
Totals	1	5	14	2	1	2	3

Payment Terms and Conditions

Unless special or contractual arrangements have been agreed, a deposit of 50% of the quoted sum will be required prior to commencement of work. On larger projects, progress payments may be required during the installation with a final balance invoice due on practical completion of the works.

A commissioning certificate will be issued on receipt of final payment.

- All prices quoted are exclusive of VAT.
- We are pleased to accept instructions and/or order numbers by email, or letter. Alternatively, you may wish to contact us by telephone.
- We are pleased to accept payment via BACS, cheque, or debit/credit card.

Commissioning

On completion of the installation our commissioning technicians will test the system in accordance with the relevant British Standards. Any variations to the British Standards found at time of installation will be noted on the commissioning certificate.





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All system documentation including a fire alarm logbook will be completed and handed to the client or responsible person at time of handover of system. System training will also be provided at time of handover.

Commissioning certification will be issued on settlement of final invoice.

Warranty

In the unlikely event of a fault due to workmanship or defective materials, the new installation will be covered under warranty to include workmanship and manufacturer's 12-month warranty on product. The warranty period will commence from the date of commissioning and handover.

In addition to our standard warranty, all our work is covered by the Electrical Contractors Association warranty and bond scheme. The scheme provides 6 years warranty on our workmanship which we hope you will agree is a considerable benefit when deciding which company you would like to install your system.

Where we have supplied materials only or the newly installed system is not maintained by us, the parts will be covered for a 12-month period from date of supply. It will be the client's responsibility to return the product to Pyrotec undamaged, and a replacement will be supplied free of charge providing the product or part is proven to be faulty.

Quality and Competency

Pyrotec is pleased to confirm the following:

- Our installation work is covered by the Electrical Contractors Association warranty and bond scheme. This scheme provides 6 years warranty on our workmanship while all materials used are subject to 12-month manufacturer backed guarantees.
- Pyrotec Fire Protection Ltd holds ISO 9001 accreditation for management systems and as a member of The Electrical Contractors Association (ECA) will provide Part P Certification where appropriate for works carried out.
- We supply high-quality and reliable products which are fitted by our qualified, trained technicians.
- Pyrotec is a fully assessed and approved member of CHAS (the Contractors Health and Safety Assessment Scheme)

Insurances

Pyrotec holds all necessary up-to-date insurances including public liability, employer, and professional liability insurance. A copy can be provided upon request.





Installation Guidance

Cabling

Where a wired fire alarm or emergency lighting system has been included, all cabling will be run in accordance with BS7671 wiring regulations using the appropriate cable type to comply with BS5839 (fire alarms) and BS5266 (emergency lighting).

Cable installations will be concealed in existing containment where available and to agreed fixing methods in all other areas.

We will carry out the installation in Approved Fire Rated Cable, which will be fixed to the building fabric in accordance with BS5839-1:2017 & BS7671:2008 Inc. A3:2015.

A copy of the requirements is available upon request.

Builders Work, Making Good, Floors, Furnishings & Coverings

Unless agreed, it will be the responsibility of others to cut chases in walls or ceilings, provide trenching and ducting for any external cabling, and re-plaster, paint and decorate areas affected by the work.

Filling of holes with suitable filler will be carried out ready for redecorating where affected by the installation.

Lifting of floor coverings and floors will be carried out if agreed prior to installation. However, we advise if floors and floor coverings are to be lifted for accessing concealed cable routes, a professional floor / carpet fitter should be employed which is outside the scope of our quotation.

We will assist in moving furniture where necessary but will not be held responsible for any damage that may be present or incurred as a result. Our installation team will advise if any furnishings or furniture will need to be moved for the installation work to proceed.

While every care will be taken throughout the installation process, Pyrotec will not be held responsible for any damage due to normal wear and tear, the age or condition of the fabric of the building or other factors which are beyond our control.

Access

Access to the property and access to all areas affected by the installation will be necessary throughout the duration of the work. Pyrotec reserves the right to make additional charges for return visits and time wasted due to access not being made available at the agreed time.

Access Equipment

Hire of high-level access equipment, for the installation of devices in positions beyond the reach of step ladders and standard working platforms, will be subject to an additional charge unless included for within the scope of our quotation.





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Asbestos

All buildings (excluding private residential and private rented residential properties) require a **register of asbestos** containing materials detailing the location, extent and condition of the materials within the building. This should be made available to us prior to commencement of works.

Additional Services

Pyrotec can also provide:

- Fire Risk Assessments, Health & Safety Assessments
- Fire Extinguisher Maintenance and Installation
- On site Staff Fire Training
- Ancillary fire safety products and services

We recommend that you visit www.pyrotec.co.uk for further information.





Have a question? Contact us on 01689 88

Your Final Quotation

Following our survey, please find below your quotation for the works outlined

Service Description	Price	VAT
Installation & Commissioning Supply, Install & Commissioning of System as per scope of works above, this will also include any one off charges such as URN fees if applicable	£8,952.00	£1,790.40
Quotation submitted by Paul Jenner on behalf of Spy Alarms on 16/02/2024.		Sub Total: £8,952.00
		VAT: £1,790.40
		Total: £10,742.40

The Next Steps

Securing your quotation, arranging installation and what happens next.

To secure this quotation, please contact me directly on 07825 279 655 or p.jenner@fireaction.co.uk to arrange for a date to be taken on the outlined works. Following which, our friendly team will be in touch to arrange suitable date to commence installation

Goudhurst Parish Council



GRANT APPLICATION FORM

Name of Group / Organisation:	Goudhurst Village Hall		
Contact Name:	Pamela Boniface		
Position in Organisation:	Treasurer		
Address:	Chestnuts, Beresford Road, Goudhurst, Kent TN17 1DN		
Telephone:	07518 894 915		
Email:	gphtreasurer@outlook.com		
Is your organisation a registered charity?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Charity Number	1193584
Do you have a bank account, which requires two unrelated people to authorise cheques and make withdrawals? This must be in the name of the organisation / group that it is applying for the grant.			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<p>Brief Description of your group / organisation's main purpose / activities :</p> <p>Goudhurst Village Hall is a Grade 2 listed building and one of the most picturesque village halls in Kent. It's located in the centre of the village across from the village pond, surrounded by mature trees and lawns. It hosts numerous community activities which are very well supported. Regular activities currently include: dance classes, yoga, upholstery classes, pilates, keep fit, exercise classes and the St Mary's Lunch Club. The venue is also ideal for engagement parties, birthdays, anniversaries, dances, quiz nights, theatrical productions, wedding receptions and other celebrations. The Main Hall seats up to 120 and there is a meeting room for smaller groups and meetings (20-30 people).. We regularly run jumble sales, afternoon tea events, open days and a Christmas Fair.</p>			
<p>Please provide the number, or percentage, of Goudhurst Parish residents that currently use the service (if applicable):</p> <p>This is difficult to assess – however we would estimate that approximately 50% of users are residents and 50% come from further afield.</p>			
<p>Details of any restrictions placed on who can use / access the organisation's services</p> <p>There are no restrictions for users of Goudhurst Village Hall</p>			
<p>Details of the project for which the grant is required</p> <p>We are requesting this grant in order to replace the wooden doors on the side entrance of the BT Building located next to the Village Hall main building. The existing doors have become very worn and are damaged in places and have rotted. This is causing problems for the security of the building – they are very hard to open and close. In addition, this problem is causing some of the contents</p>			

which are stored within to become quite damp/ Therefore replacement doors are required.			
When will the project start? We do not offer retrospective funding.		As soon as possible - by July 2024	
Will your project be completed within six months from receipt of your grant? If not, please explain why below.		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
N/A			
How will this project benefit the parishioners of Goudhurst?			
<p>The project to replace these doors will benefit the users of the building. The users of this space comprise Goudhurst Village Hall (GVH) Committee who use the area for general storage of equipment and for storing items for Jumble Sales etc. The benefits to the parishioners are that the GVH Committee facilitates the rental and use of the Hall . The Jumble Sales are extremely popular. The second main user of this space is currently GADS (Goudhurst Amateur Dramatic Society). The replacement doors will ensure that the costumes and the various stage props stored there will be well protected from the inclement weather and be secure. The GADS organisation provide valuable entertainment for residents of the village and the local area. It also provides social activity, support and community for its members and supporters.</p>			
Total Cost of project	£3,126 – please see attached quotation from: Foxcote Joinery Kingshill Barn Horns Hill Hawkhurst Kent TN18 4XH info@joinerykent.co.uk k Tel: 01580 86022	Amount of Grant requested	We would like to request a grant of to cover the cost of this work and we would be very grateful for any contribution which GPC consider to be appropriate. Thank you.
Have you received, applied or intend to apply for funding from any other source for this project?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, please give the name(s) of the other funder We have not sought funding from other sources for this work.	
How much of the total cost do your group / organisation intend to raise yourself and how?	We will fund any balance which GPC is unable to provide for this item from our reserve funds. We are trying hard to be careful with our expenditure at this time due to the substantial building repairs work which we will embark upon later on this year		
Date:	1 st June 2024		(financial year 2024-2025)

Please tick to confirm you have included the following documents with your application.

1. A copy of your organisations written constitution or details of the aims and purpose.
2. Demonstration of a clear need for the funding.
3. A copy of the previous year's accounts or, for new initiatives, a detailed budget and business plan.
4. Evidence of any other award towards the project.
5. Any other supporting documentation e.g. quotes, needs analysis or survey results.

Please ensure that the person signing the declaration on behalf of your organisation has the appropriate authority to do so.

DECLARATION:

I confirm that the information contained in the application is correct to the best of my knowledge. I agree to that any money awarded by Goudhurst Parish Council as a result of this application will only be used for the purposes stated in the said application, and in accordance with the grant conditions detailed in the Parish Council's Grant Awarding Policy.

I confirm that the proposed project is lawful and conforms to any rules governing our group / organisation. I further agree to provide copies of receipts and invoices as required to Goudhurst Parish Council to confirm details of how the money has been spent if the application is successful.

I understand that all money awarded must be repaid to Goudhurst Parish Council and my organisation will not be able to apply for a future grant in the following circumstances:

- If a false declaration is made, or if any information contained in the application is found to be false, inflated or exaggerated
- If the proposed project does not proceed or is abandoned for any reason or if the organisation disbands during the period of the grant
- If the organisation does not provide the necessary invoices and receipts confirming how the money has been spent or does not comply with any other conditions stipulated.

I understand that details of the grant awarded will be included on the Parish Council website and Annual Report.

Signed:



Print Name:

Pamela M W Boniface

Position in the Organisation

Treasurer

Date:

1st June 2024

Please sign the above declaration and return this form together with all supporting documentation required either by post or email to:

Claire Reed
The Hop Bine
Risebridge Farm
Goudhurst Cranbrook
TN17 1HN

Email: Clerk@goudhurst-pc.gov.uk

Please contact us if you need help with the form or advice about your application.

NOTES:

- Please complete all questions and sign and date the declaration at the end of the form.
- Where a question is not applicable, please enter N/a on the form.
- If you wish to provide additional information or expand on a question, please provide on an attached sheet.
- Please refer to the Council's Grant Awarding Policy for full terms and conditions of grants.
- The deadline for returning completed applications will be advertised. Grant applications will be considered by the Council at the Parish Council meeting following the deadline advertised.
- Submission of this application does not automatically mean that an award will be granted. Goudhurst Parish Council reserves the right to award grants at their discretion.
- Only one project per application will be considered.

From: StuartFoxcote@gmail.com
Sent: 24 April 2024 10:52
To: [Sue Fallon](mailto:Sue.Fallon@Goudhurstvillagehall.co.uk)
Subject: RE: Doors@Goudhurst village hall

Revised Quote

Dear Susan,

Original quote:

To supply only, 1no pair of doors. To be manufactured from hardwood, (sapele). To be machined and assembled to match your picture as closely as possible.

No ironmongery, glass or fitting included in this quote.

To be double spray primed only.

£1185.00 + vat

We are now making the doors shorter and adding a borrowed light above, with also adding the following:-

Multipoint locking - £300.00

Frame - £400.00

Fitting and removal of existing - £380.00

Fully finished in our standard white - £340.00

Total quote now is £2605.00 + vat

Regards Stuart

Foxcote Joinery

Kingshill Barn

Horns Hill

Hawkhurst

Kent TN18 4XH

info@joinerykent.co.uk

01580 860222

Sent from [Mail](mailto:info@joinerykent.co.uk) for Windows

Constitution of Charitable Incorporated Organisation whose only voting members are its charity trustees

(‘Foundation’ model constitution)

Date of constitution (last amended):

18th February 2021

.....

1. Name

The name of the Charitable Incorporated Organisation (“the CIO”) is

GOUDHURST VILLAGE HALL

Registered Charity Number:

1193584

2. National location of principal office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

The Village Hall

Balcombes Hill

Goudhurst

Kent

3. Objects

The objects of the CIO are

The provision and maintenance of a village hall for the use of the inhabitants of Goudhurst Parish Council without distinction of political, religious or other opinions, including use for:

(a) meetings, lectures and classes, and

(b) other forms of recreation and leisure-time occupation, with the object of improving the conditions of life for the inhabitants.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with Charities Act 2011.

4. Powers

The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO has power to:

- (1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;
- (5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

5. Application of income and property

- (1) The income and property of the CIO must be applied solely towards the promotion of the objects.
 - (a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
 - (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.
- (3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

- (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the CIO;
- (c) be employed by, or receive any remuneration from, the CIO;
- (d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees’ or connected persons’ benefits

- (a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- (f) The reason for their decision is recorded by the charity trustees in the minute book.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

(4) In sub-clauses (2) and (3) of this clause:

- (a) “the CIO” includes any company in which the CIO:
 - i. holds more than 50% of the shares; or

- ii. controls more than 50% of the voting rights attached to the shares; or
 - iii. has the right to appoint one or more directors to the board of the company;
- (b) “connected person” includes any person within the definition set out in clause 30 (Interpretation);

7. **Conflicts of interest and conflicts of loyalty**

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- (2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. **Liability of members to contribute to the assets of the CIO if it is wound up**

If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. **Charity trustees**

(1) **Functions and duties of charity trustees**

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- (a) to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - i. any special knowledge or experience that he or she has or holds himself or herself out as having; and,
 - ii. if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) **Eligibility for trusteeship**

- (a) Every charity trustee must be a natural person.
- (b) No individual may be appointed as a charity trustee of the CIO:
 - if he or she is under the age of 16 years; or
 - if he or she would automatically cease to hold office under the provisions of clause 12(1)(e).
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

- (d) At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

(3) Number of charity trustees

- (a) There should be:

Not less than four nor more than 6 appointed trustees; and

2 nominated trustees; and

Not more than 7 representative trustees

- (b) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

- (c) The maximum number of charity trustees that can be appointed is as provided in sub-clause (a) of this clause. No trustee appointment may be made in excess of these provisions.

(4) First charity trustees

The first charity trustees are as follows-

Alan Foster

Pamela Mary Welson Boniface

Philippa Jane Lane

Shiona Gardiner

Pauline Osborne

Jacqui Clark

Vera Winifred Hawkins

Richard Bushrod

10. Appointment of charity trustees

(1) **Appointed charity trustees**

- (a) Apart from the first charity trustees, every appointed trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the charity trustees.
- (b) In selecting individuals for appointment as appointed charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

(2) **Representative Trustees**

- (a) The organisations listed in the Schedule may appoint up to two Representative Trustees each. The number of Representative Trustees may not at any time be more than 7.
- (b) The list of organisation can be updated by the Trustees from time to time to reflect the users of the organisation.

(3) **Nominated Trustees**

- (a) Goudhurst Parish Council (“the appointing body”) may appoint 2 charity trustees.
- (b) Any appointment must be made at a meeting held according to the ordinary practice of the appointing body.
- (c) Each appointment must be for a term of three years.
- (d) The appointment will be effective from the later of:
 - i. the date of the vacancy; and

- ii. the date on which the charity trustees or their secretary or clerk are informed of the appointment.
- (e) The person appointed need not be a member of the appointing body.
- (f) A trustee appointed by the appointing body has the same duty under clause 9(1) as the other charity trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the CIO.

11. **Information for new charity trustees**

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) a copy of the current version of this constitution; and
- (b) a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

12. **Retirement and removal of charity trustees**

- (1) A charity trustee ceases to hold office if he or she:
 - (a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
 - (c) dies;
 - (d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

(2) Any person retiring as a charity trustee is eligible for reappointment.

13. **Taking of decisions by charity trustees**

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or electronic form agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that
 - a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
 - the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

14. **Delegation by charity trustees**

(1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
- (a) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
 - (b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
 - (c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

15. **Meetings of charity trustees**

(1) **Calling meetings**

- (a) Any charity trustee may call a meeting of the charity trustees.
- (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) **Chairing of meetings**

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

(3) **Procedure at meetings**

- (a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number

nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- (c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

(4) Participation in meetings by electronic means

- (a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- (b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16. Membership of the CIO

- (1) The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.
- (2) Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

17. Informal or associate (non-voting) membership

- (1) The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- (2) Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

18. **Decisions which must be made by the members of the CIO**

- (1) Any decision to:
 - (a) amend the constitution of the CIO;
 - (b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or
 - (c) wind up or dissolve the CIO (including transferring its business to any other charity)

must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

- (2) Decisions of the members may be made either:
 - (a) by resolution at a general meeting; or
 - (b) by resolution in writing, in accordance with sub-clause (4) of this clause.
- (3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause 28 (amendment of constitution), clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require

the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.

- (4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
 - (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - (b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated.

19. General meetings of members

(1) Calling of general meetings of members

The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause 18 (Decisions which must be made by the members of the CIO).

(2) Notice of general meetings of members

- (a) The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.

- (b) Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.
- (c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

(3) Procedure at general meetings of members

The provisions in clause 15 (2)-(4) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

20. Saving provisions

- (1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:
- who was disqualified from holding office;
 - who had previously retired or who had been obliged by the constitution to vacate office;
 - who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

- (2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for sub-clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

21. **Execution of documents**

- (1) The CIO shall execute documents either by signature or by affixing its seal (if it has one)
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.
- (3) If the CIO has a seal:
 - (a) it must comply with the provisions of the General Regulations; and
 - (b) the seal must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees.

22. **Use of electronic communications**

(1) **General**

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

- (b) any requirements to provide information to the Commission in a particular form or manner.

Use of electronic communications

(2) To the CIO

Any member or charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

(3) By the CIO

- (a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- (b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
 - i. provide the members with the notice referred to in clause 19(2) (Notice of general meetings);
 - ii. give charity trustees notice of their meetings in accordance with clause 15(1) (Calling meetings); and
 - iii. submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 18 (Members' decisions), 18(4) (Decisions taken by resolution in writing), or the provisions for postal voting (if you have included this optional provision, please insert the correct clause number here).

(c) The charity trustees must –

- i. take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
- ii. send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

23. **Keeping of Registers**

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees.

24. **Minutes**

The charity trustees must keep minutes of all:

- (1) appointments of officers made by the charity trustees;
- (2) proceedings at general meetings of the CIO;
- (3) meetings of the charity trustees and committees of charity trustees including:
 - the names of the trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate the reasons for the decisions;
- (4) decisions made by the charity trustees otherwise than in meetings.

25. **Accounting records, accounts, annual reports and returns, register maintenance**

- (1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- (2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

26. **Rules**

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

27. **Disputes**

If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28. **Amendment of constitution**

As provided by sections 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended:
 - (a) by resolution agreed in writing by all members of the CIO; or

- (b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members).
- (2) Any alteration of clause 3 (Objects), clause 29 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

29. **Voluntary winding up or dissolution**

- (1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
 - (a) at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - i. by a resolution passed by a 75% majority of those voting, or
 - ii. by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
 - (b) by a resolution agreed in writing by all members of the CIO.

- (2) Subject to the payment of all the CIO's debts:
- (a) Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
 - (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
 - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- (3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
- (a) the charity trustees must send with their application to the Commission:
 - i. a copy of the resolution passed by the members of the CIO;
 - ii. a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
 - iii. a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
 - (b) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.
- (4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this constitution:

“connected person” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub- clause (a) or (b) above;
- (d) an institution which is controlled –
 - i. by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - ii. by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which –
 - i. the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - ii. two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

“charity trustee” means a charity trustee of the CIO.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

Schedule

The Committee of the Goudhurst Women’s Institute

The Committee of the Goudhurst Social Club

The Committ of the First Goudhurst Scout Group

The Committee of the Goudhurst Luncheon Club

The Committee of the Goudhurst Amateur Dramatic Society

COUNCILLORS: ELECTION AND CO-OPTION

AD 152 - Councillors: Casual Vacancies

A casual vacancy on a local council may result from failure to make a declaration of acceptance of office (s. 83), disqualification, ceasing to be qualified (ss.80 and 86), resignation (s. 84) or death of a councillor, or as a result of vacation of office through failure to attend any meeting of the council or of its committees or sub-committees for a period of six consecutive months (unless the failure is for an approved reason) (s. 85). The vacancy must be advertised publicly, a course of action normally taken by the district council on the local council's behalf (s. 86 and s. 87(2)).

An elected parish or community councillor may at any time resign his office by giving notice to the chairman of the parish or community council (s. 84(1)(c), LGA 1972). There is no specific provision governing the resignation of members temporarily appointed under s. 91, LGA 1972.

If within fourteen days of the public advertisement a poll is requested by not less than ten local government electors for the parish or community, a by-election must be held in order to fill the vacancy (Rule 5 of the 2006 Rules). Otherwise, the vacancy is to be filled by the local council itself by co-option of a suitable person qualified to serve as a councillor as soon as practicable after the expiry of fourteen days of the date of the public advertisement. For that purpose the council will need to be convened immediately it becomes known that a poll has not been demanded. For the requirement about giving public notice in relation to vacancies in community councils which are to be filled by co-option, see sections 116 and 117 of the Local Government (Wales) Measure 2011.

The person who fills the casual vacancy, whether by poll or co-option, retires from office at the time when the councillor whom he or she has replaced would have retired in the normal course of events (s. 90).

Once a poll has been requested with respect to a casual vacancy, it is no longer permissible to fill such vacancy by co-option even if the initial poll does not result in any person being nominated for election (s. 39(1) RPA 1983).

In the case of a casual vacancy occurring within six months before the day on which that councillor would regularly have retired, no poll can be demanded and the vacancy need not be filled until the next ordinary election. (s. 87(2), s. 89(6), LGA 1972; s. 36, RPA 1983 and the 2006 Rules).

Where there are so many vacancies in the office of parish or community councillor that the parish or community council are unable to act, the district council may by order appoint persons to fill all or any of the vacancies until other councillors are elected and take up office (s. 91, LGA 1972).

Section 21 RPA 1985 applies where, at an ordinary election of parish or community councillors, an insufficient number of persons are or remain validly nominated to fill the vacancies in respect of which the election is held. Unless the number of newly elected members is less than the number that constitutes a quorum for meetings of the council:

- those members may co-opt any person or persons to fill the vacancy or vacancies remaining unfilled;
- the district council, or in

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the case of a community council, the county council or county borough council, may under s. 39(4), RPA 1983 by order make any appointment or direct the holding of an election (but this power may not be exercised before the expiry of 35 days beginning with the day on which the election was held).

If the number of newly elected members is less than the number that constitutes a quorum the returning officer must order a fresh election to fill the vacancy or vacancies remaining unfilled (section 39(1) RPA 1983).

Goudhurst Parish Council



AMENITIES COMMITTEE

Minutes of a Meeting held on 28th May 2024 at 7.30pm in The Church Rooms, Back Lane.

PARTICIPANTS

Councillors Present: Cllrs David Knight, Antony Harris, Caroline Richards, Alison Webster, and Ed Read-Cutting.

Officers Present: Rebecca Barden, Assistant Clerk

APOLOGIES

106/24 Cllrs Geoff Mason and Julia Kiggell sent their apologies.

DISCLOSURES OF INTEREST

107/24 There were none.

MINUTES OF THE LAST MEETING

108/24 It was resolved the minutes of the Amenities Committee meeting held on 27th February 2024, and previously distributed to members via Board Intelligence, be accepted as a correct record.

QUESTIONS FROM THE PUBLIC AND PRESS

109/24 There were none.

MATTERS FOR CONSIDERATION

110/24 ***To Elect a Chairman of the Amenities Committee***

Cllr Alison Webster proposed Cllr David Knight, Cllr Caroline Richards seconded and this was unanimously agreed by those present. **Resolved:** Cllr David Knight is the Chairman of the Amenities Committee.

111/24 ***To Resolve to Co-opt Cllr Suzie Kember as an additional member of the Amenities Committee***

Cllr David Knight explained that Cllr Suzie Kember had expressed an interest in joining the Amenities Committee. **Resolved:** Cllr Suzie Kember be added as an additional member of the Amenities Committee. **Action: Assistant Clerk to update website, noticeboards.**

112/24 ***To receive an update and make a decision on painting the new Goudhurst phone box***

The Assistant Clerk gave an update regarding the feedback from the painters that had been asked to quote. There was a discussion regarding the possibility of replacing the new phone box with an old-style telephone box and whether the defibrillator could be installed in the old-style phone box. The Assistant Clerk informed the Committee that there had been discussion of social media regarding using the new box as a book exchange. Cllr Webster stated that there was already a book exchange in the Social Club. Cllr Harris to add this information in the June Newsletter. **Action:** Assistant Clerk to establish whether the defibrillator could be installed in the old phone box.

113/24 ***To Resolve to appoint a contractor to install the AED in the old phonebox***

The Assistant Clerk informed the Committee that B&K had quoted for the work. **Resolved:** B&K be appointed to install the AED to be paid from budget code 5108. **Action:** Assistant Clerk to liaise with Cllr Kirkby.

114/24 ***To receive an update on the Millennium Walk sign posting, including the number of posts required and decide on any action needed***

- Cllr Richards walked the route last week and identified where the new information discs could be installed and whether any new posts were required. **Resolved:** It was agreed that expenditure of up to £200 was acceptable. **Action:** Cllr Richards to order 45 information discs from Iden Signs. **Resolved:** to be paid from budget code 5382.
- 115/24 ***To resolve the expenditure of £850 for painting the village sign on The Plain***
Cllr Knight explained that the Parish Council need to take the sign down and taken to A&C Blasting Services. It was also noted that the supporting post needs to be replaced. There was discussion whether the new post should be oak or composite and also the location of the sign. **Resolved:** Assistant Clerk to arrange for the sign to be taken down and taken to A&C Blasting Services and to obtain quotes for the replacement post. **Resolved:** It was resolved to approve the expenditure of £850 for the painting of the village sign on The Plain and be paid from budget code 5325. **Action:** Assistant Clerk to obtain quotes for replacement post and action sign removal and repair.
- 116/24 ***To resolve to replace the damaged bench on The Plain.***
There was a discussion to identify which bench was damaged and what the damage was. **Resolved:** to replace the damaged bench on The Plain and be paid from budget code 5325. **Action:** Assistant Clerk to order replacement bench.
- 117/24 ***To resolve the expenditure of £950 for Kilndown The Quarry and £750 for the Village Pond for water treatment***
Cllr Webster explained that she had a site visit with Marion Sargeant who provided a lot of very useful knowledge regarding the drainage, filters for the village pond. Assistant Clerk updated the Committee that the water treatment for the Quarry Pond could not be carried out until the pond has been cleared. **Resolved:** Cllr Read-Cutting to liaise with Marion Sargeant (Goudhurst Village pond) and Tony Bovey (Quarry Pond) and for the payment to be made from budget code 5300. **Action:** Cllr Harris to provide contact details for Cllr Read-Cutting. Cllr Read-Cutting to contact Marion and Tony. Assistant Clerk to arrange water treatment for the village pond.
- 118/24 ***To receive an update regarding The Plain Information Board and decide on any further action needed.***
Cllr Wester informed the Committee that the sign was in the process of being made and everything was moving forward. **Resolved:** to be paid from reserves.
- 119/24 ***To receive an update and decide on any action needed regarding the Duck House.***
Assistant Clerk gave an update on the work being carried out on the Duck House. **Action:** Assistant Clerk to chase up contractor with a view to having it repaired and returned to the pond ASAP. **Resolved:** to be paid from budget code 5300.
- 120/24 ***To receive feedback on the litter bin collection from TWBC and decide on any action needed.***
Action: Assistant Clerk to check progress with TWBC.
- 121/24 ***To resolve the addition of two Goudhurst Village Hall cameras on the Goudhurst Parish Council system.***
There was a discussion regarding the current CCTV provision and its effectiveness. It was **resolved** for Cllr Webster to contact the current providers and discuss the issues. **Action:** Assistant Clerk to email Hall BT letter to Cllr Knight. Cllr Kirkby and Cllr Hodgskin to contact Village Hall Committee and identify need.
- 122/24 ***To resolve to re-instigate the investigation of one, unified CCTV system.***
Cllr Webster asked whether this should take place when the Parish Council move to the new office. **Action:** Cllr Webster to liaise with current provider.
- 123/24 ***To resolve to keep the spare St Mary's Days Garage for Parish Council storage.***
Resolved: to keep the spare St Mary's Days Garage for Parish Council storage.
- 124/24 ***To discuss and make a decision on next steps for the outside gym.***

The Committee are positive about this issue but are concerned about the costs. **Action:** Assistant Clerk to investigate costings, discuss funding with the RFO. Assistant Clerk to add the Petanque Pitch to the next Amenities Committee Agenda. **Resolved:** any costs would come out of reserves.

125/24 ***To resolve to tidy the trough on The Plain and decide on any action needed.***

It was noted that Cllr Webster and Marion Sargeant had visited the trough and tidied and cleaned it the previous week and the Assistant Clerk had purchased and planted up bedding plants in the trough that weekend. The Committee passed on their thanks for this work.

There was discussion regarding the trimming of overhead branches.

Action: Assistant Clerk to arrange for contractor to trim overhead branches. **Resolved:** expenses to be paid from budget code 5300.

ITEMS FOR INFORMATION

126/24 ***Goudhurst Parish In Bloom***

The Assistant Clerk gave an update on the progress of this event and encouraged everyone to enter. **Action:** Assistant Clerk to issue more posters and Cllr Knight to provide a poster for The Quarry Centre.

127/24 ***Goudhurst Parish Residents' Survey***

The results of the Parish Survey were discussed briefly and the need to analyse the results and allocate these to the appropriate committees was agreed. It was suggested that Cllr Broom undertook this analysis. **Action:** Assistant Clerk to inform Cllr Broom.

DATE OF THE NEXT MEETING

Next Amenities Committee Meeting on Tuesday 2nd July 2024.

The meeting closed at 8.42pm

Rebecca Barden
Assistant Clerk
28th May

Appendix to Minutes of a Council Meeting held on 11th June 2024

Recommendations and Decisions May 2024

Application	Address	Proposal	GPC	TWBC
24/00680/FULL	Higlers Rogers Rough Road Kilndown Cranbrook Kent	Front porch, rear extension, replacement & repositioned side porch, alteration of front elevation doors to window & creation of side window, chimney removal & replacement flue, and solar panels	Approve	Approve
24/00617/FULL	The Glade, Old Park Wood, Goudhurst Road	Replacement dwelling	Approve	Approve
24/00757/FULL	First Cottage , North Road	Demolition of outbuilding, removal of dormer, addition of rear single & double-storey extension, 4no. rooflights, solar panels, air vent	Approve	Approved
24/00758/LBC	First Cottage , North Road	Listed Building Consent - Demolition of outbuilding, removal of dormer, addition of rear single & doublestorey extension, 4no. rooflights, solar panels, air vent, form new partition wall & lower floor on ground floor, form new opening, partition walls, removal of door & section and replace to first floor	Approve	Approved
24/00936/FULL	Woodfield House , Jarvis Lane,	Erection of a carport	Approve	

Appendix to Minutes of a Council Meeting held on 11th June 2024

Recommendations and Decisions May 2024

	Goudhurst, Cranbrook, Kent, TN17 2NN			
24/00905/FULL	Millfield Smiths Lane Goudhurst Cranbrook Kent	Two storey extension and balcony to rear	Approve	Approved
14.05.24	24/01090/LBC	Combwell Priory , London Road, Flimwell, Wadhurst, Kent, TN5 7QD	Listed Building Consent - Installation of EV charging point	Approve
14.05.24	24/01120/LBC	Burgess Stores , High Street, Goudhurst, Cranbrook, Kent, TN17 1AL	Listed Building Consent - Installation of a fibreglass roof to the canopy over the main entrance	Approve. It is noted Council prefer lead coloured
14.05.24	24/01024/LBC	Fountain House , High Street, Goudhurst, Cranbrook, Kent, TN17 1AL	Listed Building Consent - Removal of partition arch between kitchen and dining room, relocation of door between dining room and snug, relocation of bathroom from east-west to north-south orientation (works carried out)	Approve
24/01113/FULL	Strawberry Cottage Ladham Road Goudhurst Cranbrook Kent	Single storey residential annexe	Refuse	
24/01175/SUB	Land At Pattenden Farm Bedgebury Road Goudhurst Cranbrook Kent	Submission of Details in Relation to Condition 1 - (Foul Water Drainage); Condition 2 - (Flood Risk); of 24/00576/PNBC	Approve	

Appendix to Minutes of a Council Meeting held on 11th June 2024

Recommendations and Decisions May 2024

24/01027/FULL	Smugley Farm Bedgebury Road Goudhurst Cranbrook Kent TN17 2QU	Variation of Condition 2 of Planning Permission 23/02210/FULL - Amendments to overall design of dwelling	Refuse.	
24/01025/FULL	4 White Stocks Cottages Bedgebury Road Goudhurst Cranbrook Kent TN17 2QS	Creation of dormer window	Approve	
23/03454/FULL	The Stables Bedgebury Road Goudhurst Cranbrook Kent TN17 2QR	Demolition of existing buildings and erection of a detached dwelling with associated landscape and ecological enhancement works, including removal of hardstanding and menage and partial change of use of paddock to garden curtilage.	Refuse	
24/01279/FULL	Candlewood Rogers Rough Road Kilndown Cranbrook Kent TN17 2RN	Ground floor front & side extensions, alterations to existing front & rear fenestration, installation of 6no. Dormers	Approve	
24/01163/LBC	Hammonds Barn Smiths Lane Goudhurst Cranbrook Kent TN17 1EU	Listed Building Consent - Internal repositioning of woodburning stove from upstairs to downstairs, with associated external relocation of flue	Approval subject to the agreement of the conservation officer.,	

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Recommendations and Decisions May 2024

24/01189/LBC	Nursery Farm Oast Flimwell Wadhurst East Sussex TN5 7QA	Listed Building Consent - Two-storey extension, including changes to fenestration on all elevations, removal of internal walls on ground floor & creation of internal walls to first-floor, amendments to Oast access	Approval subject to the agreement of the Conservation officers The changes to an existing scheme are minor	
24/01188/FULL	Nursery Farm Oast Flimwell Wadhurst East Sussex TN5 7QA	Two-storey extension, including changes to fenestration on all elevations	Approval subject to the agreement of the Conservation officers The changes to an existing scheme are minor	

Acting Clerk Report June

Office Space and IT.

As circulated on 4th June, Councillors will have received the various legal documents with regards to the purchase of the office space. The designated Councillors will sign on 11th June, and paperwork sent back 12th and we are pushing to complete by end of June.

Planning Permission.

Tunbridge Wells have sent the following, which confirms previous thoughts.

“The current lawful use of Unit 2 appears, based on the planning history and the Business Rates valuation, to fall within Class E. As this includes retail, office and *‘any other services which it is appropriate to provide in a commercial, business or service locality’*. On this basis the proposed Parish Council office use of this building within the village centre is likely to fall within the same Use Class and would **not therefore require planning permission.**

The officer continued to say:

“A formal determination can be sought through an application for a Lawful Development Certificate (as officer advice given in e-mails is not a formal, binding determination) however it is not essential to do so.”

As such, a resolution has been added to the agenda, to confirm if this is something you would like to proceed with. (Rough price - £144.50 plus £70 service charge for application. £150 for specialist time and £50 for OS License needed for application)

IT

The Office is pursuing the migration from our current system, onto Microsoft 365, which although is a cloud based system, will be easier to work with. Councillors will also receive access to a shared drive too and we are investigating the use of Teams. This will enable Councillors to contact the office via Teams, the video call system, and see our availability via the colour coded system. Full training will be given for those unsure. This is an additional cost so a full proposal will be submitted, for July resolution. The migration is pencilled in for 25th July.

Defib Training

With the recent installation of our final defib into the phone box, the AED Training has been booked, for free, on Monday 1st July

First session 18.00 - 19.00,

30 minutes break to allow stragglers to leave

Second session 20.00 - 21.00

This is for members of the public and Councillors.

Village Updates – to make aware

The new bench for the Plain will be installed on 6th June.

The Village Sign is temporarily down for repainting.

The Water Trough has been replanted and cleaned.

The pond will imminently be treated and the duck house returned within two weeks, fully restored.

The old phone box is due to be cleaned.

A successful meeting was had at Chequer Field with the School and a local lizard expert. It was agreed to extend the wild meadow section on the far side of the field and create lizard habitats.

Burials

There have been 4 burials in May and another 4 planned in June already. This is a significant increase from previous years (average 1 – 2 a month) and will be raised at the next Burial Meeting for process reviewal to improve efficiency.

Christmas Event

Please can you confirm who is running the event this year.