



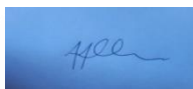
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PEACEHAVEN TOWN COUNCIL

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30th November 2022

Members of Peacehaven Town Council are summoned to the Council meeting to be held in Community House, Peacehaven, on Tuesday 6th December 2022 at 7.30pm.



Tony Allen
Town Clerk

A G E N D A

C963 MAYOR'S/CHAIRMAN'S ANNOUNCEMENTS.

C964 PUBLIC SESSION. *Members of the public may ask questions on any relevant Council matter.*

C965 TO APPROVE APOLOGIES FOR ABSENCE.

C966 TO RECEIVE DECLARATIONS OF INTERESTS.

C967 TO ADOPT THE PUBLIC MINUTES OF THE COUNCIL MEETING HELD ON THE 27th SEPTEMBER 2022.

C968 TO RATIFY ACTIONS, RECEIVE MINUTES, CHAIRMEN'S REPORTS AND REFERRALS FROM COMMITTEES & TFG's:-

a. Planning & Highways Committee:-

- i. To receive the public meeting minutes of the 30th August 2022.
- ii. To receive the public meeting minutes of the 4th October 2022.
- iii. To receive the public meeting minutes of the 1st November 2022.
- iv. To note the draft public meeting minutes of the 29th November 2022.

b. Policy & Finance Committee:-

- i. To receive the financial reports, authorise payments and signing of Bank Statements & Reconciliation.
- ii. To approve the 2023/24 Budget & Precept requirement request to LDC.
- iii. To receive the 2022/23 Internal Auditor's interim report.
- iv. To receive the public meeting minutes of the 26th July 2022.
- v. To receive the public meeting minutes of the 11th October 2022.
- vi. To note the draft public meeting minutes of the 22nd November 2022.
- vii. To receive the public Grants Sub-Committee meeting minutes of the 21st April 2022.
- viii. To note the draft public Grants Sub-Committee meeting minutes of the 15th November 2022.
- ix. To note the approved grants for Round 2 2022/23.
- x. To adopt a revised Grants Policy.
- xi. To adopt a revised Allotments Policy & Tenancy Agreement.
- xii. Disposal of assets – Ground Team redundant equipment.

c. Personnel Committee:-

- i. To receive the public meeting minutes of the 7th July 2022.
- ii. To receive the public meeting minutes of the 18th October 2022.
- iii. To note the draft public meeting minutes of the 1st December 2022.

Agenda for the Meeting of Peacehaven Town Council – 6th December 2023

- iv. To sign-up to the 'the Civility and Respect Pledge' & develop a 'Dignity at Work Policy'.
- v. To approve the use of the Employee Assistance Programme.
- d. **Leisure, Amenities & Environment Committee:-**
 - i. To receive the public meeting minutes of the 16th August 2022.
 - ii. To note the draft meeting minutes of the 8th November 2022.
- e. **Civic & Community Events Committee:-**
 - i. To receive the public meeting minutes of the 6th September 2022.
 - ii. To receive the public meeting minutes of the 25th October 2022.
 - iii. To note the draft meeting minutes of the 21st November 2022.
- f. **Task & Finish Groups:-**
 - i. CCTV
 - ii. The Hub

C969 TO RECEIVE REPORTS FROM OUTSIDE BODIES REPRESENTATIVES.

C970 TO RECEIVE A REPORT FROM THE NEIGHBOURHOOD DEVELOPMENT PLAN SG.

C971 TO ADOPT A NEW LEASE FOR THE GATEWAY CAFÉ TENANCY.

C972 TO RESOLVE THAT THE TOWN CLERK (AS PROPER OFFICER) IS AUTHORISED TO SIGN THE CHANGING PLACES GRANT AGREEMENT (TO BE WITNESSED BY TWO APPOINTED COUNCILLORS) THUS AUTHORISING PTC TO EXECUTE THIS AGREEMENT.

CONFIDENTIAL

In accordance with Standing Order 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the business to be transacted, the public and press are excluded from the discussion of the following items:-

C973 TO ADOPT THE CONFIDENTIAL MINUTES OF THE COUNCIL MEETING HELD ON THE 27th SEPTEMBER 2022.

C974 TO RECEIVE A REPORT ON THE MERIDIAN CENTRE REDEVELOPMENT:-

C975 Personnel Committee:-

- i. To receive updates on confidential staffing matters and agree any actions required.
- ii. To receive the confidential meeting minutes of the 7th July 2022.
- iii. To receive the confidential meeting minutes of the 18th October 2022.
- iv. To note the draft confidential meeting minutes of the 1st December 2022.

C976 TO RECEIVE A CONFIDENTIAL REPORT FROM THE ALLOTMENTS COMPLAINT FACT-FINDING PANEL

C977 TO RECEIVE A CONFIDENTIAL REPORT FROM THE TASK & FINISH GROUP SET UP TO REVIEW THE REPORT FROM STEVE BRIGDEN REGARDING AN OFFICIAL COMPLAINT & DRAFT AN ACTION PLAN

C978 POLICY & FINANCE COMMITTEE:-

- i. To receive the confidential Committee meeting minutes of the 26th July 2022.
- ii. To note the draft confidential Grants Sub-Committee meeting minutes of the 15th November 2022.

C979 DATE OF NEXT MEETING – TUESDAY 25th JANUARY 2023 at 7.30PM.



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DRAFT Minutes of the meeting of the Full Council Meeting held in the Anzac Room, Community House on Tuesday 27th September 2022 at 7.30pm.

The Committee Meeting was preceded with a presentation from Nancy Astley & Jim Boot on the emerging Neighbourhood Development Plan.

Present: Cllr Lucy Symonds (Mayor), Cllr David Seabrook (Deputy Mayor), Cllr Chris Collier, Cllr Cathy Gallagher, Cllr Alan Milliner, Cllr Emilia Simmons, Cllr Katie Sanderson, Cllr Isobel Sharkey, Cllr Ron White, Cllr Lynda Duhigg, Cllr Claude Cheta, Cllr Sue Griffiths.

Officers: Tony Allen (Town Clerk), George Dyson (Deputy Town Clerk & Civic Officer), Sue Moscatelli (Events, Amenities & Projects Officer), Kevin Bray (Parks Officer), Zoe Malone (Finance Officer).

Six members of the public were in attendance.

Nancy Astley & Jim Boot were also in attendance as consultants on the Neighbourhood Development Plan.

1. C947 MAYORS/CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:34, welcomed everyone, asked that mobile phones be put onto silent, and went through the building fire procedures, as well as asking members of the public to ensure they state their name when speaking, and for Councillors to please stand when responding.

a. A minute's silence in memory of former Mayor Jackie Harrison Hicks, who passed away on the 19th September 2022.

A minute's silence was duly observed.

b. Other announcements.

The Chair notified the Council of the following:

Peacehaven Evangelical Free Church are celebrating their 100th Anniversary on 30th October and invite all Councillors to celebrate with them – there will be a service at the Church at 10:30am, followed by a lunch in their Friendship Centre.

If any Councillors are available on 29th October, then we are asking for volunteers to help with our Halloween Event – please speak with Sue M if you can assist at all.

Next Bingo is 19th October, 2 – 4pm at Community House.

Next Cinema is 19th October, playing Elvis at 7pm.

10th October is the 100th anniversary of the Peacehaven hotel for which we will be doing social media awareness.

The Chair then passed around copies of the Mayoral Highlights since the last Council meeting.

2. C948 PUBLIC QUESTIONS

Vivian Carrick asked the following questions:

1. In the Lewes District Council approval of the Planning Application for the Lower Hoddern Farm Development, as part of the £3m Section 106/CIL money, £750,000 was allocated for the supply of 3 off 12X buses to serve this development and thus as far as the local authorities were concerned, enable the occupants of the estate to use public transport instead of their cars. To date Brighton & Hove Buses have not requested allocation of this money. Peacehaven Town Council have enquired of ESCC whether this money could be re-allocated to subsidise a local bus service to link up North, West, East and South Peacehaven and Newhaven including the railway station. However, ESCC stated that this money has already been transferred to them by Lewes District Council and has been allocated towards 'construction of measures identified in the new A259 Study between Brighton & Newhaven and would not be re-allocated to Peacehaven TC. We believe that this money may not be spent for the benefit of Peacehaven in general or Lower Hoddern Farm in particular, the latter which was a condition of the LDC Planning Approval.

Therefore, please clarify and confirm in detail the reasons why this money was transferred by LDC to ESCC, and whether it will be spent for local Peacehaven Projects, such as a local bus service to benefit Peacehaven residents, as was the intention of the Planning Approval. Also, ESCC stated they plan to present to the preferred A259 package to stakeholders, including Peacehaven Town Council in September. Has this meeting been arranged yet?

Please confirm answers to my above questions in writing.

2. It is over a year since Peacehaven Focus Group were invited to attend a Lower Hoddern Farm Progress Meeting with LDC/ESCC/Barratt Wilson Homes/PTC and about 4 years since Lewes District Council approved the Lower Hoddern Farm Development, however there are still items in the LDC Planning Approval Document that have appeared not yet to be actioned, such as Telscombe Cliffs Way Traffic Light re-configuration, new Bus stop on Pelham Rise, Bus Time Table electronic board on Chalkers Rise Estate, numerous updated electronic time table bus stops in Peacehaven, new Pedestrian Crossing on Arundel Road, all Travel Plan items etc, as part of a £4m package for the development passed by LDC Planning Applications Committee.

Therefore, please can you confirm status in detail of all above items in writing to myself.

3. With regard to the 6 foot high safety perimeter fence around the SUDS Infiltration Basin on the Lower Hoddern Farm Development, please confirm in writing to myself if Barratt David Wilson Homes have issue revised drawings to note this change and have the drawings been approved by Lewes District Council. Please also confirm in writing to myself, when this fence shall be erected.

4. Following comments by our Focus Group members regarding the Parklet at Piddinghoe Avenue Car Park, which incidentally all the flowers died in it, due to no care in the summer heat, please confirm in writing to me, when this Parklet will be moved to a more suitable location. This question has asked of LDC over the last 8 months, lastly just over a month ago to our LDC councillor.

Mike Gatti then asked the following questions:

1. As the Morrison's redevelopment is now moving forward, can Peacehaven Town Council assure the existing loyal traders in the Meridian Centre that the Council will endeavour to do their utmost to address their concerns as to their future in the Town. These businesses have supported the Town for many years in some cases, and we believe that such loyalty deserves due consideration. If agreed would the Council be good enough to confirm this in writing

2. Peacehaven Town Council advertised that Kaner Olette would be hosting a Public Consultation at Community House on 27 September from 2:30 pm to 5:30 pm to present their ideas on The Peacehaven High Street

Regeneration Feasibility Study which all members of the Community were invited to – several residents have been in contact to say that they arranged to come to the meeting, including some taking time off work to do so, only to find it had been cancelled – why was the postponement not publicised?

The Town Clerk responded to Mr Gatti's second question, apologising that this was not publicised, however the Town Council has had to postpone or cancel numerous events recently following the sad death of Her Majesty, and the short notice given to the Council about the postponement of this meant it was not publicised in time.

Frank Flood shared an update from the Friends of Peacehaven and Telscombe library, and asked to what extent the Council are aware of the following points:

- Our analysis of ESCC accounts and other data demonstrated conclusively that Peacehaven & Telscombe Library sits near the bottom of virtually all "league tables" of country-wide Public Library provision.
- At the same time, our Library would appear to suffer disproportionately in terms of rent, services, rates, and other charges/deductions.
- Given that ESCC have apparently asked Morrisons to plan for a new Library building with a total floor area of only 300m² (as opposed to the 970m² of our current Library), it is clear that this would not only leave our community far worse provided for than others in the county (for example, Lewes Library has a total floor area of 650m² for a considerably smaller population; some Libraries in other parts of the county do even better), but would also seem to contravene current national guidance concerning Public Library provision.

Mr Flood also asked to what extent Peacehaven Town Council are co-ordinating with Telscombe Town Council.

The Town Clerk reassured Mr Flood that Peacehaven Town Council is fighting hard on the size of the library, however, it comes down to an ESCC decision. He also explained that currently the meetings with Morrisons are directed by them and are just with Peacehaven Town Council, and Morrisons have not wanted to invite Telscombe Town Council at this time, but we are aware of the need to liaise with them.

The Town Clerk also explained that current meetings between Morrisons and Peacehaven Town Council are in relation to Community House and access rights, and not about the specifics of the development itself.

Cllr White added that there was formerly a joint Committee with Telscombe Town Council, but it didn't go anywhere.

Mary Campbell informed the Committee that the Government guidance regarding new Library buildings appears to have not been followed by ESCC as they should have taken steps including consulting with the population, and following planning guidance for Libraries before making decisions, such as specifying the size. Is Peacehaven Town Council aware if ESCC have done any of this?

Cllr Seabrook responded that ESCC have not consulted with Peacehaven Town Council or the Community regarding the Library, and could Ms Campbell please forward on any information about this.

Six members of the public left at this point

3. C949 TO APPROVE APOLOGIES FOR ABSENCE

Apologies were received Cllr Hill, Cllr Veck, and Cllr Paul.

These apologies were **noted** by the Council.

Cllr Harris and Cllr Goble were also absent.

These absences were **noted** by the Council.

Cllr Symonds informed the Committee that she would have to leave part way through the meeting due to work commitments, and that Cllr Seabrook would take over as Chair at that point.

4. C950 TO RECEIVE DECLARATIONS OF INTERESTS.

Cllr Griffiths declared a non-pecuniary interest in agenda item C959 as a friend of one of the sub-contractors.

Cllr Collier declared a non-pecuniary interest in agenda item C954 as he will be involved with this at Lewes District Council when it is submitted to them.

The Chair brought forward agenda item C954 whilst Nancy Astley and Jim Boot were still present.

5. C954 TO RECOMMEND THE PEACEHAVEN AND TELSCOMBE NEIGHBOURHOOD DEVELOPMENT PLAN SUBMISSION TO LEWES DISTRICT COUNCIL FOR SCHEDULE 15 CONSULTATION (Pages 93-190)

Cllr Seabrook proposed that the Council agree to send forward the Neighbourhood Development Plan to Lewes District Council for Schedule 15 consultation.

Proposed By: Cllr Seabrook **Seconded By:** Cllr Gallagher

The Council **resolved** to **agree** to this proposal.

The Chair asked Nancy Astley and Jim Boot for clarification on a couple of details in the Neighbourhood Plan, relating to some of the photos used, the designation of areas, and the impact of neighbouring towns on active movement.

Cllr Seabrook requested that accessible versions of the plan be available when it goes to public consultation.

Cllr Gallagher added that they are hoping to have some funds left in the steering group budget to get some copies professionally printed.

Nancy Astley and Jim Boot left the meeting at this point

6. C951 TO ADOPT THE MINUTES OF THE COUNCIL MEETING HELD ON THE 2ND AUGUST 2022.

Proposed By: Cllr Duhigg **Seconded By:** Cllr Collier

The minutes were **agreed** and **adopted**.

7. C952 TO RATIFY ACTIONS, RECEIVE MINUTES, CHAIRMEN'S REPORTS AND REFERRALS FROM COMMITTEES & TFG's: -

a. Planning & Highways Committee:-

- i. To receive the public meeting minutes of the 19th July 2022.**
- ii. To receive the public meeting minutes of the 9th August 2022.**

Proposed By: Cllr Milliner **Seconded By:** Cllr Sharkey
The minutes were **agreed** and **adopted**.

- iii. To note the draft public meeting minutes of the 30th August 2022.**

The minutes were **noted**.

b. Policy & Finance Committee:-

Cllr Seabrook informed the Council that he was concerned that only a 4% increase in salaries has been budgeted for 2022/23 when unions are currently campaigning for a 10% rise.

Cllr Gallagher raised concerns about the potential impact of utility and power costs, and that room hiring seems to be down again.

Cllr White asked if a detailed breakdown of Council energy use can be provided to allow a detailed forecast of energy costs next year.

i. To receive the financial reports, authorise payments and signing of Bank Reconciliation.

Proposed By: Cllr Collier **Seconded By:** Cllr Milliner

The financial reports, authorising payments and signing of Bank Reconciliation were **agreed** and **adopted**.

ii. To receive the 2021/22 external auditor's report.

The Council **received** and **noted** this report.

The Chair also extended the Council's thanks to Zoe Malone for her excellent work which is reflected in the external auditor's report.

iii. To approve the internal auditor's engagement letter for 2022/23.

Proposed By: Cllr Collier **Seconded By:** Cllr Cheta.

The Council **resolved** to **approve** the engagement letter.

iv. To agree funding for the purchase of an electric vehicle.

Cllr Seabrook explained that we could purchase an electric for £30k – the financing option costs more, but would require less upfront.

Cllr Gallagher added that leasing might be a better option as there isn't a big outlay and no expense to fix if something goes wrong.

Cllr Duhigg informed the Council that there is a significant environmental impact caused by the mining of lithium needed for electric batteries.

Cllr Seabrook stated that the current vehicle will need replacing soon, and delaying arranging a new vehicle is only going to cost more in the long run.

Cllr Collier informed the Council that he felt a contract hire agreement is safer and easier to budget for.

It was proposed that the Council begin the process of a contract hire/lease agreement for an electric Toyota van by getting the costs involved with this option.

Proposed By: Cllr Gallagher **Seconded By:** Cllr Seabrook.

The Council **resolved** to **approve** this proposal.

v. To agree funding for the provision of a new water refill station at centenary park.

It was proposed that Council agree a budget of up to £7k for the provision of a water fountain in Centenary Park, and that the Town Clerk in agreement with the Mayor can make the decision about the site to locate the station.

Proposed By: Cllr Griffiths **Seconded By:** Cllr White.

The Council **resolved** to **approve** this proposal.

vi. To discuss ways of supporting hirers, groups & residents during challenging economic times.

Cllr White suggested that we should be writing to ESCC to petition them to provide support, and increase the hours that the Library is open for.

Cllr Cheta said that as a minimum we should look to collate information that we can provide to residents to refer and signpost people where they can get support. Cllr Symonds agreed that having the knowledge of support available from local organisations would be a good idea.

Cllr Seabrook informed the Council that he had recently met with Officers from Lewes District Council who will be co-ordinating the winter support. In addition Cllr Seabrook has previously raised at Civic and Community Events Committee about a Warm Havens scheme, which the Events, Amenities, and Project Officer is currently writing a report about.

The Chair asked all Councillors to pass on details of organisations offering support over winter or any schemes that they are aware of to Officers to be collated.

vii. To approve the use of PTC CIL monies to ensure the pathway to the Changing Places toilet is repaired and accessible to wheelchair users’.

The Events, Amenities, and Project Officer informed the Committee that when the shingle was removed from the area around the Changing Places toilet, it has left a gully which will need to be covered to allow wheelchair access to the toilet. There will be a cost of £2700 for this additional work.

Proposed By: Cllr Collier **Seconded By:** Cllr White

The Council **resolved** to **agree** to the use of CIL monies to repair the pathway.

c. Personnel Committee:-

No reports

d. Leisure, Amenities & Environment Committee:-

i. To receive the public meeting minutes of the 5th July 2022.

Proposed By: Cllr Seabrook **Seconded By:** Cllr Sharkey

The minutes were **agreed** and **adopted**.

ii. To note the draft meeting minutes of the 16th August 2022.

The minutes were **noted**.

e. Civic & Community Events Committee:-

i. To receive the public meeting minutes of the 12th July 2022.

Proposed By: Cllr Duhigg **Seconded By:** Cllr Sanderson

The minutes were **agreed** and **adopted**.

ii. To note the draft meeting minutes of the 6th September 2022.

The minutes were **noted**.

8. C953 TO RECEIVE REPORTS FROM OUTSIDE BODIES REPRESENTATIVES.

Cllr Sharkey attended a meeting with the Citizens Advice Bureau online – it was mentioned that they would be starting to meet with Council representatives soon to give local Councils the opportunity to raise any questions.

Cllr White went to a Friends of Peacehaven and Telscombe Libraries meeting, he reported that they are very well organised.

Cllr Seabrook informed the Council that Green Havens have now become a Community Interest Organisation.

9. C955 TO RECEIVE A REPORT FROM THE COMPLAINTS PANEL.

Cllr Sharkey reported that there is a lot of detail in the paper, and that it has been a long process getting to this point.

The complaints were identified as:

1. Concerns re damage to their property i.e., Fences
2. The handling of their complaints and the failure of the Council and non-implementation of the Allotment Policy.
3. The non-implementation of the Allotment Policy by Peacehaven Town Council particularly the rules affecting their properties.

The conclusion that the complaints panel came to were:

1. That the Council repairs any damage to fences and completes the other actions as outlined in the hearing summary.
2. That the complaints concerning two Officers of the Council should be followed up by the Personnel Committee.
3. That a review of the Allotment Policy and Procedures and maintenance of the Allotments should be undertaken through a Task and Finish Group.

Cllr Gallagher informed the Council that the complainants were very organised and have photographs going back several years and were not unreasonable at all. One problem that the panel came up against was that things continued happening at the allotments whilst the panel met.

Cllr Seabrook suggested that the allotment policy review would need to be ready for approval by mid-December, and that a review of the complaints policy in light of the panel experience might also be a good idea.

Cllr Symonds thanked the panel for the work they'd put in.

The Town Clerk informed the Council that he has had to take professional advice on this matter and that the complaints policy had not been followed at all. The Town Clerk stated that he believed that his and the Parks Officer's Civil rights had been breached, and that the panel had not been impartial, did not act in good faith and had acted arbitrarily.

This report was noted by all members without dissent.

10. C956 TO CONSIDER REVIVING THE POSITION OF YOUTH MAYOR & DEPUTY YOUTH MAYOR

The Deputy Town Clerk informed the Council that the Youth Mayor election process has now begun at PCS, with requests for expressions of interest from year 10 students going out last Friday (23rd September). The election will take place at the expense of PCS.

Cllr White suggested that it would be good to revive the Youth Engagement Task and Finish Group once a Youth Mayor is in place.

This verbal report was **noted**.

Cllr Symonds left at this point and Cllr Seabrook took over as meeting Chair.

CONFIDENTIAL

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11. C957 TO ADOPT THE CONFIDENTIAL MINUTES OF THE COUNCIL MEETING HELD ON THE 2nd AUGUST 2022.

Proposed By: Cllr Gallagher **Seconded By:** Cllr Milliner

The minutes were **agreed** and **adopted**.

12. C958 TO RECEIVE A REPORT ON THE MERIDIAN CENTRE REDEVELOPMENT:-

a. General update.

The Town Clerk provided a brief update to the Council on the meeting that Councillors had with its legal and commercial advisers on 8th September 2022.

This report was **noted**.

Cllr Seabrook commented about a matter he would like to see included in the Heads of Terms.

b. To approve the retention of LDC solicitors and Montagu Evans.

Proposed By: Cllr White **Seconded By:** Cllr Gallagher

The Council **resolved** to **agree** to retain LDC solicitors and Montagu Evans.

13. C959 PERSONNEL COMMITTEE:-

i. To receive updates on confidential staffing matters and agree any actions required.

The Town Clerk informed the Council that there will be a report going to Personnel about the staffing structure to the next Committee meeting.

The Town Clerk also informed the Council about the progression of staff currently in their probationary periods.

ii. To review council's sub-contractors' employment.

It was proposed that a sub-contractor is retained for a further 3 months to provide marketing and communication support before reviewing the contract.

Proposed By: Cllr Seabrook **Seconded By:** Cllr Duhigg

The Council **resolved** to **agree** to retain the sub- contractor for up to another 3 months.

It was proposed that a sub-contractor is retained for a further 6 months to provide cleaning services.

Proposed By: Cllr Duhigg

Seconded By: Cllr Sharkey

The Council **resolved** to **agree** to retain the sub-contractor for another 6 months.

The Chair moved up agenda item C961 ahead of item C960

14. C961 TO APPROVE A NEW HIRING OF THE HUB BUILDING

Cllr Gallagher gave the Council a brief update from the Hub Task & Finish group.

The Town Clerk informed the Council of the circumstances surrounding the change of hirer.

It was proposed that the Council accept the recommendation in the report to agree to the new hirer arrangements from 3rd October.

Proposed By: Cllr Duhigg

Seconded By: Cllr Griffiths.

The Council **resolved** to **approve** this proposal by a majority of 11 in favour, and 1 against.

15. C960 TO RECEIVE A CONFIDENTIAL REPORT FROM THE COMPLAINTS PANEL

Cllr Gallagher stated that she felt some, or all, Officers should be excluded for the discussion.

Cllr Duhigg objected and stated that she felt all Officers should stay.

Tony Allen (Town Clerk), Kevin Bray (Parks Officer), Zoe Malone (Finance Officer), and Sue Moscatelli (Events, Amenities, and Projects Officer) all left at this point.

Cllr Gallagher informed the Council of the outcome of the Complaints panel in relation to Council staff.

Cllr Milliner left at this point

There was a discussion on the matter.

It was proposed that a fact-finding panel be set up.

Proposed By: Cllr Collier

Seconded By: Cllr Cheta.

The Council **resolved** to **approve** to set up a fact-finding panel to establish whether there are grounds to go to a disciplinary panel.

Cllrs Duhigg, Simmons, and Cheta will form the fact-finding panel, with the Mayor, Cllr Symonds, also being invited to join the panel.

16. C962 DATE OF NEXT MEETING – TUESDAY 6TH DECEMBER 2022 at 7.30PM.

There being no further business the meeting ended at 21:47.



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DRAFT Minutes of the meeting of the Planning & Highways Committee held in the Anzac Room, Community House on Tuesday 30th August 2022 at 7.30pm

Present: Cllr Alan Milliner (Chair), Cllr Isobel Sharkey (Vice Chair), Cllr Cathy Gallagher, Cllr Dawn Paul, Cllr Ron White.

Officers: George Dyson (Deputy Town Clerk & Civic Officer).

No members of the public were in attendance.

1. PH1457 CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:31, welcomed everyone, and went through the building fire procedures.

2. PH1458 PUBLIC QUESTIONS

There were no public questions.

3. PH1459 TO CONSIDER APOLOGIES FOR ANY ABSENCES AND SUBSTITUTIONS

Apologies were received and accepted from Cllr Griffiths. Cllr Harris, and Cllr Seabrook.

4. PH1460 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

There were no declarations of interest.

5. PH1461 TO ADOPT THE MINUTES OF 9TH AUGUST 2022

Proposed by: Cllr Sharkey. Seconded by: Cllr Paul.

The minutes of the above meeting were **resolved and adopted**.

6. PH1462 TO RECEIVE AN UPDATE FROM Cllr CATHY GALLAGHER ON THE EMERGING NEIGHBOURHOOD DEVELOPMENT PLAN

Cllr Gallagher informed the Committee that the final draft of the Neighbourhood Development Plan is now being proof read which should be done by next week and ready to bring to Full Council on 27th September.

This verbal report was **noted**.

7. PH1463 TO NOTE AND REVIEW THE COMMITTEES BUDGETARY REPORT

The Committee discussed the £8738 overspend on Repair/Alteration of Premises, and requested some further details of this.

The Committee **noted** this report.

8. PH1464 – TO REVIEW THE PLANNING CODE OF GOOD PRACTICE POLICY

The Committee briefly discussed the draft planning code of good practice policy and felt that the policy needed some further work before being adopted.

It was proposed that a Task & Finish group meeting be set up to go through the papers and provide a short, composite policy.

The Task and Finish Group is to consist of Cllr Gallagher, Cllr Sharkey, George Dyson, and a message to go out to offer other Councillors the opportunity to join the group.

Proposed by: Cllr Gallagher. Seconded by: Cllr Sharkey.

The Committee **resolved** unanimously to this proposal.

9. TO COMMENT ON THE PLANNING APPLICATIONS AS FOLLOWS:-

PH1465 – LW/22/0506, 19 Rustic Road

It was proposed that the Committee support this planning application, with the provision that the Juliette balcony and windows be reduced to protect the privacy of neighbours.

Proposed by: Cllr Gallagher. Seconded by: Cllr White.

The Committee **resolved** unanimously to this proposal.

PH1466 – LW/22/0521 82 The Promenade

It was proposed that the Committee support this planning application.

Proposed by: Cllr Paul. Seconded by: Cllr Gallagher.

The Committee **resolved** unanimously to this proposal.

PH1467 – LW/22/0520 Land To The Front of 295 South Coast Road

It was proposed that the Committee support this planning application although did note that there have been residents objections, and the Committee would like to see an overview of policy on masts going forward.

Proposed by: Cllr White. Seconded by: Cllr Gallagher.

The Committee **resolved** unanimously to this proposal.

PH1468 – LW/22/0524 60 The Promenade

It was proposed that the Committee support this planning application.

Proposed by: Cllr Sharkey. Seconded by: Cllr Gallagher.

The Committee **resolved** unanimously to this proposal.

PH1469 – LW/22/0547 The Sussex Coaster 8 – 82 South Coast Road

It was proposed that the Committee support this planning application.

Proposed by: Cllr Gallagher. Seconded by: Cllr Paul.

The Committee **resolved** unanimously to this proposal.

10. – TO NOTE THE FOLLOWING PLANNING APPLICATION DECISIONS

PH1470 LW/22/0392 196 Arundel Road

The Committee **noted** this planning application decision.

11. PH1471 – TO REVIEW AND UPDATE THE P&H ACTION PLAN AND AGREE ANY ACTIONS REQUIRED

The Committee discussed the following updates to be made to the action plan;

- Item 3 (replacement bus shelter at Sutton Avenue) can now be removed as this has now been installed.
- The Committee would like an update on item 2 (6 Lamp posts).
- Setting up a Planning Code of Good Practice Policy Review Task and Finish Group meeting to be added to the action plan.

The next meeting of this Committee was confirmed for 4th October 2022.

There being no further business the meeting ended at 20:34.



PEACEHAVEN TOWN COUNCIL

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DRAFT Minutes of the meeting of the Planning & Highways Committee held in the Anzac Room, Community House on Tuesday 4th October 2022 at 7.30pm

Present: Cllr Alan Milliner (Chair), Cllr David Seabrook (Vice-Chair of Council), Cllr Cathy Gallagher, Cllr Sue Griffiths, Cllr Ron White.

Officers: George Dyson (Deputy Town Clerk & Civic Officer).

7 members of the public were in attendance.

1. PH1472 CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:31, welcomed everyone, and went through the building fire procedures.

2. PH1473 PUBLIC QUESTIONS

Liz Venn read out the following statement to Councillors:

Although much like many people I have a fear of public speaking, this is the second speech I had to give regarding a planning application for number 1 Bramber Avenue. PH1484 LW/22/0581. I must say that I live and work at number 3 Bramber Avenue, directly to the North of 1 Bramber Avenue.

Many of us will remember that earlier this year there was an application in front of this committee to convert number 1 Bramber Avenue into a home for 29 ex-convicts. The entire town was worried about the effect of this application.

This Committee supported the town and objected to this application but, the planning Officer and Lewes District Council's solicitor recommended this application to the Lewes Planning Committee as there was no legal basis to reject the application. To the dismay of the planning Officer, and as a temporary measure Lewes Planning Committee rejected this application knowing that it would not hold up at an appeal.

Myself, and my neighbours at Bramber Avenue were rather fearful of this situation. Knowing that statistically we would have at least 10 out of 29 offenders reoffending and we would likely to be subject to an overwhelming increase in crime in our area.

At this point the residents of Bramber Avenue, The Promenade, and I approached my employers to purchase this property to stop it becoming a house for ex-offenders.

Based on the support of residents they purchased number 1 Bramber Avenue above market value by the end of March.

After extensive planning and consultation of the neighbourhood, they have submitted the application in front of you. The plans are to convert the building into 9 high quality flats that would enhance our road which my neighbours support.

I respectfully urge this Committee to recommend this application, otherwise my employers may be forced to sell the building and my fear is that we, the residents of Bramber Avenue and indeed Peacehaven may find ourselves in the same position as 10 months ago.

Councillors raised some concerns with the members of the public present regarding this application, particularly relating to the limited parking available at the proposed development, and concerns around the sewage drainage.

Residents responded that there have been ongoing problems with sewage for many years which is unrelated to this development, and that there is plenty of parking available as there are large car parks at either end of the road.

3. PH1474 TO CONSIDER APOLOGIES FOR ANY ABSENCES AND SUBSTITUTIONS

Apologies were received and accepted from Cllr Paul and Cllr Sharkey.

Cllr Harris was also absent.

4. PH1475 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

There were no declarations of interest.

5. PH1476 TO ADOPT THE MINUTES OF 30TH AUGUST 2022

Proposed by: Cllr White. Seconded by: Cllr Gallagher.

The minutes of the above meeting were **resolved and adopted**.

The Chair brought forward agenda item PH1484 to discuss whilst members of the public were present.

12. TO COMMENT ON THE PLANNING APPLICATIONS AS FOLLOWS:-

PH1484 - LW/22/0581 1 Bramber Avenue

Cllr White reiterated concerns surrounding the parking and sewage being an issue.

Cllr Gallagher highlighted that an objection has already been logged from the Highways Agency over concerns about the parking. Cllr Gallagher also suggested that the Design and Access Statement was unclear about the parking, and made no mention of sustainability.

Cllr Seabrook stated that he doesn't agree with objecting on the grounds of parking as there is car parking nearby in the form of car parks, and it wasn't an issue when it was going to be an ex-offenders institute.

Cllr Griffiths added that although the parking arrangements may be suitable for many people, any people with disabilities may be disadvantaged by this arrangement.

It was proposed that the Committee support this application, with the provision that the sewage concerns are properly explored and adequately resolved, and that Lewes District Council considers a restricted covenant on car parking.

Proposed by: Cllr Seabrook. Seconded by: Cllr Griffiths.

The Committee **resolved** unanimously to this proposal.

The Chair suspended standing orders at this point to allow members of the public to make some comments

A resident of Bramber Avenue asked whether it might be possible to have a designated disabled parking space on the road to alleviate the Committee's concern about disabled parking at the proposed development.

Another resident also reinforced that the problems with sewage have been ongoing for some time.

The residents thanked the Committee for their comments and support of the application.

*Standing orders reinstated
6 members of the public left at this point.*

6. PH1477 TO RECEIVE AN UPDATE FROM CLLR GALLAGHER ON THE EMERGING NEIGHBOURHOOD DEVELOPMENT PLAN

Cllr Gallagher read out the following statement to the Committee:

I am making this report as Chair of the Neighbourhood Development Plan Steering Group.

On the 27th September Peacehaven Town Council approved for submission the final document to Lewes District Division for Regulation 15 and 16, 6 weeks of consultation .

On the 28th September Telscombe Town Council did the same

Both Council votes were unanimous.

The Neighbourhood Development Plan is a planning document which when "made" will have the same weight in planning decisions as The National Planning Policy Framework (NPPF) and Lewes District Local Plan.

In the meantime ,the document will influence actions within the 2 Councils . It is a working document which will be revised in time.

There are 39 local Policies PT1 – PT39 and an accepted Vision and Objectives.

This verbal report was **noted**.

7. PH1478 TO NOTE THE BUDGETARY UPDATE & START CONSIDERING 2023/24 BUDGETARY REQUIREMENTS

The Committee **noted** the budgetary update.

There was a brief discussion about budgetary requirements for 2023/24 particularly around the cost of grass cutting and electricity.

8. PH1479 – TO NOTE AND APPROVE THE ESCC GRASS CUTTING SERVICE 2023

There was a lengthy discussion on the grass cutting requirements including the frequency, cost, locations, flexibility of when the cuts take place, and what the public would want.

It was proposed that the Committee defer this item to the next meeting to allow more information to be gathered about the different options.

Proposed by: Cllr Gallagher. Seconded by: Cllr White.

The Committee **resolved** unanimously to this proposal.

Cllr Seabrook also suggested that we consider setting up a Task and Finish Group to look at longer term plans with the grass cutting, for example having wild flower verges.

9. PH1480 - TO DISCUSS PTC OWNED STREET LAMPS

Cllr Griffiths informed the Committee that the lamp posts in Firle Road would come under the Leisure, Amenities, and Environment Committee as they're located in a park rather than on a highway.

1 member of the public left at this point

It was proposed that the 2 lamp posts on Firle Road are referred to the Leisure, Amenities, and Environment Committee, that we check which lamp posts are already LED, and request a maintenance report on the other 3 lamp posts.

Proposed by: Cllr Seabrook. Seconded by: Cllr Gallagher.

The Committee **resolved** unanimously to this proposal.

10. PH1481 TO NOTE UPDATE FROM SUSTAINABLE TRANSPORT (BUSES) TASK AND FINISH GROUP

Cllr Gallagher reported the progress of the Sustainable Transport (Buses) TFG to the Committee.

Cllr Seabrook added that he was involved in a meeting with the CTLA last week and that they can put on bus services where it is viable. Travel Clubs are also an option where a service could go to a particular place each week (e.g. shopping).

Cllr Seabrook also reported that Morrisons had reaffirmed their plans to put on a shoppers bus whilst the Meridian Centre redevelopment is taking place.

11. PH1482 TO DISCUSS THE DOWNS WALK DEVELOPMENT AND IMPACT ON THE BADGER SETT PRESENT

Cllr Seabrook reported that a resident of a property adjoining the development has a badger sett in their garden which has an entrance on the development site.

Presently the situation is being monitored and any evidence of badgers on the site will be reported.

The Committee **noted** this verbal report.

12. TO COMMENT ON THE PLANNING APPLICATIONS AS FOLLOWS:-

PH1483 - LW/22/0566 2 Robin Lane

It was proposed that the Committee support this planning application.

Proposed by: Cllr Seabrook. Seconded by: Cllr Gallagher.

The Committee **resolved** unanimously to this proposal.

PH1485 - LW/22/0588 Land North Of 50 Cornwall Avenue

It was proposed that the Committee object to this planning application on the grounds of overdevelopment and contrary to Lewes District Council Local Plan Policy DM25, and policy PT1 of the emerging Neighbourhood Plan.

Proposed by: Cllr White. Seconded by: Cllr Gallagher.

The Committee **resolved** unanimously to this proposal.

PH1486 - LW/22/0576 15 Hairpin Croft

It was proposed that the Committee support this planning application.

Proposed by: Cllr Gallagher. Seconded by: Cllr White.

The Committee **resolved** unanimously to this proposal.

13. – TO NOTE THE FOLLOWING PLANNING APPLICATIONS

PH1487 LW/22/0540 Sports Park Community Centre Pid-dinghoe Avenue

The Committee **noted** this planning application.

PH1488 LW/22/0589/CD Land Between Greenacres And Highsted Park Telscombe Road

The Committee **noted** this planning application.

PH1489 LW/22/0626/CD 139 South Coast Road

The Committee **noted** this planning application.

14. TO NOTE THE FOLLOWING PLANNING APPLICATION DECISIONS:-

PH1490 LW/22/0447 213 Arundel Road West

PH1491 LW/22/0466 21 Slindon Avenue

PH1492 LW/22/0480 17 Arundel Road

PH1493 LW/22/0482 1 Johns Close

PH1494 LW/21/0014 Land East And West Of, Downs Walk

PH1495 LW/21/0926 Land South Of, Lower Hoddern Farm, Hoddern Farm Lane

PH1496 LW/22/0478 39 Hoddern Avenue

PH1497 LW/22/0506 19 Rustic Road

The Committee **noted** these planning application decisions.

15. PH1471 – TO REVIEW AND UPDATE THE P&H ACTION PLAN AND AGREE ANY ACTIONS REQUIRED

The Committee discussed the following updates to be made to the action plan;

- Item 1 (Concrete path) – can we establish some more of the history of this site, also need to follow up with Barratts.
- Item 2 (Lamp posts) – updates as discussed in item PH1480
- Item 5 (Phone masts) – can now be removed from Action Plan as the Committees and Assistant Projects Officer has had an answer from Lewes District Council and has shared this with members of this Committee.

The next meeting of this Committee was confirmed for 1st November 2022.

There being no further business the meeting ended at 21:12.



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DRAFT Minutes of the meeting of the Planning & Highways Committee held in the Anzac Room, Community House on Tuesday 1st November 2022 at 7.30pm

Present: Cllr Isobel Sharkey (Vice Chair), Cllr David Seabrook (Vice Chair of Council), Cllr Cathy Gallagher, Cllr Dawn Paul, Cllr Ron White.

Officers: George Dyson (Deputy Town Clerk & Civic Officer), Vicky Onis (Committees and Assistant Projects Officer).

2 members of the public were in attendance.

1. PH1472 CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:33, welcomed everyone, went through the building fire procedures and asked that phones be put onto silent.

2. PH1473 PUBLIC QUESTIONS

Mike Gatti asked the following question:

This reserved matter application concerns the 'Attenuation Pond' on phase 3 of Chalkers Rise. It seems that all the promises of a 'Proper fence' around this basin from LDC and Cllr Collier count for nothing, as this application shows a post and 2 rail fence that will do nothing to prevent an unfortunate incident. I would respectfully ask that this committee refuse this application and refer back to Cllr Seabrook's report from May. And contact LDC for an explanation.

Viv Carrick asked the following questions:

With reference to Cllr Seabrook's report PH1333 to PTC Planning & Highways Committee dated 2-5-22, recommendation No.4. please note that "Adjacent land " should also include the land to the South and East of the Infiltration Pond/Drainage Basin. The Phase 3B application boundary east of the secondary school has no fencing, therefore if the fencing around the infiltration basin is deemed inadequate and unacceptable, then this land should also remain the property of Lewes District Council.

However, as Peacehaven Town Council own the Big Park, without adequate fencing on this boundary line they may still leave themselves exposed to future litigation, or at least accountability to their residents if harm or a fatality should occur as a result of a lack of suitable fencing around the basin or land adjacent to it.

The Committee informed the members of the public that the questions they had raised would be covered during agenda item PH1487 during this meeting.

The Committee also noted questions emailed in by another member of the public, Ian Sheppard, who emailed the following questions:

1. Have all the homes been sold from phase 1 and 2 before work was commenced on stages 3a and 3b as was the agreement made at the time of permission.
2. Will there be a block of flats built directly overlooking the school playing field as this will have a detrimental effect on the school.
3. The population figures of Lewes (17,837) vs Peacehaven (20,409) and the fact that we have Haven Health as our surgery and Peacehaven Community secondary school as our only senior school do not add up. This is putting an unfair strain on our local services and good people of Peacehaven. Lewes have a hospital and 5 local surgeries. 3 Senior schools and a selection of private boarding schools. We cannot allow any further building work to continue until Peacehaven is levelled up.

The Committee briefly discussed some of these questions, the Committee commented that they were unaware of any requirement of phase 1 & 2 homes being sold before commencement of stage 3, and asked that if the resident could forward on any evidence they have of this being a requirement. That the buildings overlooking the School appear to be semi-detached homes and not flats, although full details of this will be in the planning documents on the LDC portal, and that Peacehaven Town Council has no control over the provision of doctor surgeries or schools and can only advise on Planning applications, not decide them, so this is a matter for Lewes District Council.

3. PH1474 TO CONSIDER APOLOGIES FOR ANY ABSENCES AND SUBSTITUTIONS

Apologies were received and accepted from Cllr Griffiths. Cllr Milliner, and Cllr Symonds.

Cllr Harris was also absent.

4. PH1475 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

There were no declarations of interest.

5. PH1476 TO ADOPT THE MINUTES OF 4th October 2022

Proposed by: Cllr Gallagher. Seconded by: Cllr Seabrook.

The minutes of the above meeting were **resolved and adopted**.

6. PH1477 TO RECEIVE AN UPDATE FROM CLLR GALLAGHER ON THE EMERGING NEIGHBOURHOOD DEVELOPMENT PLAN

Cllr Gallagher gave a brief summary of the report on the emerging Neighbourhood Development Plan.

This report was **noted**.

7. PH1478 TO NOTE THE BUDGETARY UPDATE & AND DISCUSS DRAFT 2022/24 BUDGET

There was a brief discussion on the budget for the Neighbourhood Development Plan, which will likely be quite tight for this year, due to the cost of the consultants needed.

The Committee **noted** this report.

8. PH1479 TO HIGHLIGHT ISSUES AND DISCUSS OPTIONS WITH THE GRASS VERGE CUTTING

It was proposed that Peacehaven Town Council remain with ESCC for the 4 additional cuts (totalling 6), but also actively explore possible wildflower verges around the town.

Proposed by: Cllr Gallagher. Seconded by: Cllr Seabrook.

The Committee **resolved** unanimously to this proposal.

Cllr Seabrook also raised a question regarding the designation of rural versus urban areas in Peacehaven regarding the grass cutting, following a recent email from a resident, and suggested that in reality none of the verges in Peacehaven are really rural.

There were also questions raised at this point about which roads on the Chalkers Rise development would be adopted, and which would be maintained by a management company.

It was also discussed that we ask residents opinions on wildflower verges through a survey through the eNews.

9. PH1480 TO DISCUSS SOUTHDOWN NATIONAL PARK AUTHORITY, COMMUNITY INFRASTRUCTURE LEVY.

There was a discussion on the possible projects that could be submitted to the SDNPA for CIL funding, and it was highlighted that work will need to start on this soon due to the closing date for applications.

The Committee asked that an invite be extended to SDNPA Officers to attend a meeting with Peacehaven Councillors and Officers at Centenary Park to discuss potential projects.

10. PH1481 TO REVIEW AND APPROVE THE AMENDED PLANNING CODE OF GOOD PRACTICE POLICY

There was a brief discussion about whether to include a more detailed list of material considerations in the document, to have this as a separate document, or to add it as an appendix to the document.

It was proposed to accept the document with the provision that a more detailed list of material considerations is included as an appendix.

Proposed by: Cllr Seabrook Seconded by: Cllr Gallagher

The Committee **resolved** unanimously to **accept** this proposal.

11. TO COMMENT ON THE PLANNING APPLICATIONS AS FOLLOWS:-

The Chair brought forward items PH1487 and PH1484 to be discussed whilst members of the public were still present

PH1487 – LW/22/0687/CD Lower Hoddern Farm

It was proposed that the Committee object on concerns of safety, given that the attenuation pond is near residential properties and a park, and that there will be very deep water in the pond at times.

Proposed by: Cllr White. Seconded by: Cllr Paul.

The Committee **resolved** unanimously to this proposal.

PH1484 – LW/22/0654/CD Lower Hoddern Farm

The Committee declined to comment.

2 members of the public left at this point.

PH1482 – LW/22/0590 15 Ashmore Close

It was proposed that the Committee support this planning application.

Proposed by: Cllr Paul. Seconded by: Cllr Gallagher.

The Committee **resolved** unanimously to this proposal.

PH1483 – LW/22/0678 85 South Coast Road

It was proposed that the Committee support this planning application.

Proposed by: Cllr Gallagher. Seconded by: Cllr Paul.

The Committee **resolved** unanimously to this proposal.

PH1485 – LW/22/0638 2 The Sycamores

It was proposed that the Committee support this planning application.

Proposed by: Cllr Gallagher. Seconded by: Cllr Seabrook.

The Committee **resolved** unanimously to this proposal.

PH1486 – LW/22/0618 Land Rear Of 111 Arundel Road

It was proposed that the Committee support this planning application with the provision that the comments by ESCC SUDS regarding any potential flooding risk are considered.

Proposed by: Cllr Gallagher. Seconded by: Cllr Paul.

The Committee **resolved to agree** to this proposal with a majority of 4 for and 1 abstention.

PH1488 – LW/22/0581 1 Bramber Avenue

It was proposed that the Committee support this planning application.

Proposed by: Cllr Seabrook. Seconded by: Cllr Gallagher.

The Committee **resolved** unanimously to this proposal.

12. – TO NOTE THE FOLLOWING PLANNING APPLICATION DECISIONS

PH1489 - LW/22/0347 36 Cairo Avenue

PH1490 - LW/22/0493/CD Land Between Greenacres and Highsted Park, Telscombe Road

PH1491 - LW/20/0825 81 - 83 South Coast Road

PH1492 - TW/22/0015/TPO 1 Woodlands Close

PH1493 - LW/22/0588 Land North Of 50 Cornwall Avenue

The Committee **noted** these planning application decisions.

13. PH1494 – TO REVIEW AND UPDATE THE P&H ACTION PLAN AND AGREE ANY ACTIONS REQUIRED

The Committee discussed the following updates to be made to the action plan;

- Item 1 (concrete path) needs chasing up again with Barratts.
- Add investigate SDNPA CIL opportunities – in particular signage to the National Park including incorporating the meridian line to the action plan.
- Add conducting a survey via eNews regarding wildflower verges to the action plan.

The next meeting of this Committee was confirmed for 29th November 2022.

There being no further business the meeting ended at 20:54.

Agenda Item: C968-b-i

Committee: Council

Date: 1st december 2022

Title: Financial position of the council year to date

Report Author: Zoe Malone, Finance Officer

Purpose of Report: To note the council's financial position year to date and agree any additional financial information required for future committee meetings

Summary of recommended actions

1. To **note** the contents of the report and attached financial information
2. To **sign** the bank reconciliation and original bank statement

Introduction

This style of briefing note was first provided to members at the August committee meeting and some of this is repeated below as a reminder of the key information being provided to the committee.

The attached reports summarise the council's overall financial position as at the end of month 7 (October 2022) An explanation of each report is included in the analysis below, along with comments regarding the council's position.

Analysis

Barclays Bank account summary

This document summarises the balances of the council's three bank accounts as at 31 October 2022. In addition, full statements of each account are provided to the council offices which are used to perform the monthly bank reconciliations (see below for more information on bank reconciliations).

It is worth noting that although there is protection provided by the Financial Services Compensation Scheme (FSCS), Peacehaven Town Council does not meet the criteria to qualify as the annual income of the council exceeds the €500,000 threshold.

Bank reconciliation statements – cashbooks 1 & 2

The bank reconciliation statements are used to verify the accounting entries processed through the council's accounting system to the entries appearing on the bank statement. This process is completed on a monthly basis and forms an important part of the internal checks.

As the revised Financial Regulations have now been adopted by council, FR 2.2 outlines the requirement for the bank reconciliations to be verified by a councillor (other than the Mayor or bank signatory) and recorded in the minutes of the meeting. – **Action 2 above**

The council operates two separate cashbooks. Cashbook 1 is used on a daily basis and all of the income and expenditure of the council is processed through this cashbook. Cashbook 1 is made up of the collective balances of two bank accounts – the Business Current Account and Active Saver.

The reconciliation statement explains why the balances held on the bank accounts do not match the amounts entered onto the accounting system. This will be for a combination of two reasons – (1) there are cheques or other payments entered onto our accounting system which have not yet debited the bank account (shown as **Unrepresented Cheques (Minus)**) on the bank reconciliation statement and (2) receipts entered into our accounting system which do not yet appear on the bank statement (shown as **Receipts not Banked/Cleared (Plus)**).

As councillors may be aware, any receipts received at the council offices, either cash or cheque, are paid into the Post Office on a regular basis as there is no local Barclay Bank to use. This means that it takes two working days for the entries to appear on the bank statement.

The key information to verify on the bank reconciliation statements are (1) the balances entered at the top (shown as **Bank Statement Account Name**) match the bank balances from the bank statement and (2) the final figure on the reconciliation statement (shown as **Difference is**) equals zero. This confirms that the bank account has successfully reconciled.

Cashbook 2 is used for the Business Premium Account. This account is used to hold funds not instantly needed by the council, and other than transfers to/from one of the other accounts, has no income or expenditure other than interest, which is received on a quarterly basis. The reconciliation statement therefore is unlikely to ever have any outstanding entries and should always match the bank balance.

Detailed income and expenditure

This report details the council's position in regard to its income and expenditure to date compared to the agreed budget.

The income and expenditure are processed and assigned to **nominal codes** (the four digit number on the left hand side of the report, i.e. 4001 Salaries, 4002 Employer NI Contributions, etc.) and **cost centres** (the three digit underlined numbers in red, i.e. 100 General Administration, 110 Civic Events, etc.).

It is worth noting that all expenditure nominal codes start with a 4, all income nominal codes start with a 1.

The information in the columns is as follow:

- **Actual year to date** – the total amount spent so far this financial year for that particular nominal code
- **Current Annual Bud** – the agreed budget for the entire financial year for that particular nominal code
- **Variance Annual Total** – The amount of the budget remaining available to use for the remainder of the current financial year. For expenditure nominal codes (those starting with a 4), a negative figures means the council has already spent more than the budget for the entire financial year. For income nominal codes (those starting with a 1), a positive figure means the council has already received more income than it budgeted to receive for the entire financial year.
- **Committed expenditure** – not currently used by this council
- **Funds available** – the amount of money remaining available to spend during the remainder of the financial year.
- **% of budget** – the percentage of the total budget spent so far in the financial year. It is worth noting that while some nominal codes are spent relatively evenly throughout the year, others are not and may be paid in one single instalment (i.e. insurance, election costs, etc.) or in two equal instalments (i.e. the precept, some of the rates for the council's buildings, etc.).

At the foot of the report, the council's income and expenditure overall position is summarised. This shows that 71.5% of the budgeted expenditure has been spent so far, and 108.0% of the budgeted income has been received as at the end of month 7 (October 2022)

Detailed balance sheet

The balance sheet shows the councils current position in respect of its **assets** (money the council has and/or is owed to it) and **liabilities** (money the council owes to others) and how those funds are allocated within the councils accounts (shown as *Represented By*).

It should be noted that the balance sheet is generated from the accounting system, and therefore the bank balances detailed within the assets will not match the bank statements due to the reconciliation differences.

The *Represented By* section of the balance sheet contains the balances of the general and earmarked reserves, along with a balance shown as Current Year Fund. The Current Year Fund represents the amount remaining available to spend within this year's budget as at the date of the report, and will correspond to the **Net Expenditure over Income** figure shown at the bottom of the Detailed Income and Expenditure report.

At the financial year end on 31 March 2023, any remaining balance on the Current Year Fund will go into the council's general reserve (unless the council resolves to place some or all of it to an earmarked reserve). If the year-end figure is negative, the balance will be taken out of the council's general reserve.

Thus, the Current Year Fund can be viewed effectively as a profit/loss for the year against budget.

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u>	The council has a fiduciary responsibility to the local taxpayers and a duty to keep under review its overall financial position in regard to performance against budget and retaining adequate financial reserves to support its services and functions.
<u>Legal</u>	There are no direct legal impacts.
<u>Environmental and sustainability</u>	There are no direct environmental or sustainability impacts.
<u>Crime and disorder</u>	There are no direct crime and disorder impacts.

Appendices/Background papers

- Barclays Bank account summary balances – 31 October 2022
- Bank reconciliation statement for cashbook 1 – 31 October 2022
- Bank reconciliation statement for cashbook 2 – 31 October 2022
- Credit Card reconciliation statement – 31 October 2022
- Detailed income and expenditure month 7 (October 2022)
- Detailed balance sheet month 7 (October 2022)

**Bank Reconciliation Statement as at 31/10/2022
for Cashbook 1 - Current Bank A/c**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Saver Account	31/10/2022		725,656.62
Current Account	31/10/2022		50,000.00
			<hr/> 775,656.62

<u>Unpresented Cheques (Minus)</u>	<u>Amount</u>
12/04/2022 122928 EMMA BUDD	50.00
10/05/2022 204968 KIRSTIN WINGROVE	50.00
10/05/2022 204969 LEWES DISTRICT COUNCIL	93.60
24/05/2022 204997 LAUREN HOPKINS	50.00
10/06/2022 205026 MBI Sound & Light	240.00
14/06/2022 205036 WENDY VECK	11.58
19/07/2022 205098 DANIELLE MCDONALD	50.00
20/09/2022 205186 RICHARD EVANS	100.00
06/10/2022 205205 ESALC Limited	96.00
19/10/2022 205230 COUNTY OFFICE SUPPLIES LTD	29.46
19/10/2022 205231 Radius Connect	306.00
19/10/2022 205234 MICHELLE HAU	50.00
19/10/2022 205238 SUSSEX MAYORS ASSOCIATION	30.00
26/10/2022 205238 Wightman & Parrish Ltd	503.57
26/10/2022 205239 SOUTHCOAST LOCKSMITHS LTD	199.20
26/10/2022 205240 CASTLE WATER	202.65
26/10/2022 205241 C.E.F	23.09
26/10/2022 205242 Lewes District Council	315.00
26/10/2022 205243 Mulberry & Co	219.60
26/10/2022 205244 HANSA DETHEKAR	100.00
26/10/2022 205245 VICKY BLADON	50.00
26/10/2022 205247 HARROD SPORT	169.95
26/10/2022 205248 EAST SUSSEX PENSION FUND	7,106.22
26/10/2022 205249 HMRC	8,683.49
26/10/2022 205250 R.J.Meaker Fencing Ltd	52.20
	<hr/> 18,781.61
	756,875.01

Receipts not Banked/Cleared (Plus)

28/10/2022	25.20
28/10/2022	50.00
28/10/2022	12.96
31/10/2022	0.90
	<hr/> 89.06
	756,964.07
Balance per Cash Book is :-	756,964.07
Difference is :-	0.00

Detailed Income & Expenditure by Budget Heading 31/10/2022

Month No: 8

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
100 General Administration							
1001 Precept	687,081	687,081	0			100.0%	
1010 CIL Income	113,065	0	(113,065)			0.0%	113,065
1011 Groundwork UK	4,197	0	(4,197)			0.0%	63
1013 Income from Photocopying	134	0	(134)			0.0%	
1016 Housing Benefit Claims LDC	15,199	15,200	1			100.0%	
1100 Interest Received	69	200	131			34.6%	
1309 Other Income	150	1,000	850			15.0%	
General Administration :- Income	819,894	703,481	(116,413)			116.5%	113,128
4154 Sponsorship	180	0	(180)		(180)	0.0%	(32)
4345 CTLA Service Level Agreement	6,500	6,500	0		0	100.0%	
4346 CAB Service Level Agreement	11,500	11,500	0		0	100.0%	
4354 HCC Service Level Agreement	3,000	3,000	0		0	100.0%	
General Administration :- Direct Expenditure	21,180	21,000	(180)	0	(180)	100.9%	(32)
4001 Salaries	236,339	406,640	170,301		170,301	58.1%	
4002 Employer N.I Contributions	22,456	42,640	20,184		20,184	52.7%	
4003 Employer Pension Contributions	37,936	75,228	37,292		37,292	50.4%	
4004 Overtime	1,549	1,000	(549)		(549)	154.9%	
4011 Training	360	5,000	4,640		4,640	7.2%	
4212 Mileage Costs	0	500	500		500	0.0%	
4301 Purchase of Furniture/Equipmen	504	500	(4)		(4)	100.9%	
4302 Purchase of Materials	0	500	500		500	0.0%	
4306 Printing	2,533	5,000	2,467		2,467	50.7%	
4307 Stationery	550	500	(50)		(50)	110.0%	
4310 Professional Fees - Consultanc	715	2,000	1,285		1,285	35.8%	
4311 Professional Fees - Legal	1,775	2,000	225		225	88.7%	1,029
4312 Professional Fees - Other	942	2,000	1,059		1,059	47.1%	
4314 Audit Fees	1,933	3,000	1,067		1,067	64.4%	
4315 Insurance	11,502	10,500	(1,002)		(1,002)	109.5%	
4321 Bank Charges	74	100	26		26	74.4%	
4322 BACS Charges	21	200	179		179	10.5%	
4323 PDQ Charges	366	800	434		434	45.7%	
4325 Postage	1,441	1,000	(441)		(441)	144.1%	
4326 Telephones	2,748	6,000	3,252		3,252	45.8%	
4327 Computers	10,062	15,000	4,938		4,938	67.1%	480
4333 Members Allowance	3,000	3,500	500		500	85.7%	
4334 Members Training	0	1,500	1,500		1,500	0.0%	
4341 Grants	5,007	1,017	(3,990)		(3,990)	492.4%	4,500
4342 Subscriptions	3,832	5,500	1,668		1,668	69.7%	
4444 Election Costs	0	9,000	9,000		9,000	0.0%	

Detailed Income & Expenditure by Budget Heading 31/10/2022

Month No: 8

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4900 Miscellaneous Expenses	120	0	(120)		(120)	0.0%	
General Administration :- Indirect Expenditure	345,766	600,625	254,859	0	254,859	57.6%	6,009
Net Income over Expenditure	452,949	81,856	(371,093)				
6000 plus Transfer from EMR	6,040						
6001 less Transfer to EMR	113,065						
Movement to/(from) Gen Reserve	345,924						
110 Civic Events							
1331 Mayors All - prev yr unspent	789	0	(789)			0.0%	
Civic Events :- Income	789	0	(789)				0
4348 Civic Gifts	0	1,470	1,470		1,470	0.0%	
4349 Civic Training	32	500	468		468	6.5%	
4350 Mayors Badge	0	700	700		700	0.0%	
4351 Youth Mayor	0	500	500		500	0.0%	
Civic Events :- Direct Expenditure	32	3,170	3,138	0	3,138	1.0%	0
4331 Mayor's Allowance	603	1,500	897		897	40.2%	
4332 Mayor's Reception	0	1,200	1,200		1,200	0.0%	
4335 Civic Expenses	320	1,000	680		680	32.0%	
4336 Civic Service	47	500	453		453	9.3%	
4338 Remembrance Services	35	1,100	1,065		1,065	3.2%	
4339 London Bridge	62	500	438		438	12.3%	
Civic Events :- Indirect Expenditure	1,066	5,800	4,734	0	4,734	18.4%	0
Net Income over Expenditure	(309)	(8,970)	(8,661)				
120 Marketing							
1048 E-News Advertising	0	500	500			0.0%	
1049 Banner Board	1,960	4,000	2,040			49.0%	
1301 Filming	100	4,000	3,900			2.5%	
Marketing :- Income	2,060	8,500	6,440			24.2%	0
4352 Annual Report	0	200	200		200	0.0%	
Marketing :- Direct Expenditure	0	200	200	0	200	0.0%	0
4328 Website	825	3,250	2,425		2,425	25.4%	
4329 Advertising	674	1,000	326		326	67.4%	
4330 Newsletter	0	500	500		500	0.0%	
Marketing :- Indirect Expenditure	1,499	4,750	3,251	0	3,251	31.6%	0
Net Income over Expenditure	561	3,550	2,989				

Detailed Income & Expenditure by Budget Heading 31/10/2022

Month No: 8

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
130 Neighbourhood Plan							
1101 Neighbourhood Plan	2,232	0	(2,232)			0.0%	
Neighbourhood Plan :- Income	2,232	0	(2,232)				0
4337 Neighbourhood Plan	7,742	5,000	(2,742)		(2,742)	154.8%	660
Neighbourhood Plan :- Indirect Expenditure	7,742	5,000	(2,742)	0	(2,742)	154.8%	660
Net Income over Expenditure	(5,510)	(5,000)	510				
6000 plus Transfer from EMR	660						
Movement to/(from) Gen Reserve	(4,850)						
200 Planning & Highways							
4851 Noticeboards	0	650	650		650	0.0%	
4852 Monument & War Memorial	213	600	387		387	35.5%	
4853 Street Furniture	0	600	600		600	0.0%	
Planning & Highways :- Direct Expenditure	213	1,850	1,637	0	1,637	11.5%	0
4101 Repair/Alteration of Premises	9,438	700	(8,738)		(8,738)	1348.3%	9,312
4111 Electricity	206	1,092	886		886	18.9%	
4171 Grounds Maintenance Costs	474	500	26		26	94.9%	
4850 Grass Cutting Contract	8,864	8,864	0		0	100.0%	
Planning & Highways :- Indirect Expenditure	18,983	11,156	(7,827)	0	(7,827)	170.2%	9,312
Net Expenditure	(19,196)	(13,006)	6,190				
6000 plus Transfer from EMR	9,312						
Movement to/(from) Gen Reserve	(9,884)						
300 Grounds Team General Exp							
4202 Repairs/Maintenance of Vehicle	2,757	6,000	3,243		3,243	45.9%	
4203 Fuel	5,380	5,500	120		120	97.8%	
4204 Road Fund License	290	600	310		310	48.3%	
4305 Uniform	720	900	180		180	80.0%	
Grounds Team General Exp :- Indirect Expenditure	9,146	13,000	3,854	0	3,854	70.4%	0
Net Expenditure	(9,146)	(13,000)	(3,854)				
310 Sports Park							
1025 Rent & Service Charge	12,370	13,845	1,475			89.3%	
1041 S/P Telephone Masts	4,250	4,500	250			94.4%	
1043 S/P Football Pitches	3,086	3,000	(86)			102.9%	

Detailed Income & Expenditure by Budget Heading 31/10/2022

Month No: 8

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
1061 S/P Court Hire	1,616	5,406	3,790			29.9%	
Sports Park :- Income	21,322	26,751	5,429			79.7%	0
4101 Repair/Alteration of Premises	76,988	0	(76,988)		(76,988)	0.0%	76,924
4111 Electricity	1,255	5,000	3,745		3,745	25.1%	
4131 Rates	2,345	2,345	(0)		(0)	100.0%	
4160 Changing Places Costs	156	0	(156)		(156)	0.0%	
4161 Cleaning Costs	3,654	8,000	4,346		4,346	45.7%	
4164 Trade Refuse	3,177	4,500	1,323		1,323	70.6%	
4171 Grounds Maintenance Costs	5,092	10,000	4,908		4,908	50.9%	
Sports Park :- Indirect Expenditure	92,667	29,845	(62,822)	0	(62,822)	310.5%	76,924
Net Income over Expenditure	(71,345)	(3,094)	68,251				
6000 plus Transfer from EMR	76,924						
Movement to/(from) Gen Reserve	5,579						
<u>315 Big Park</u>							
4101 Repair/Alteration of Premises	13,354	5,000	(8,354)		(8,354)	267.1%	12,762
4102 Maintenance of Buildings	0	500	500		500	0.0%	
4111 Electricity	503	500	(3)		(3)	100.7%	
4112 Gas	177	300	123		123	59.1%	
4121 Rents	7,340	15,000	7,660		7,660	48.9%	
4131 Rates	5,240	4,716	(524)		(524)	111.1%	
4166 Skip Hire	599	1,000	402		402	59.9%	
4173 Fertilisers & Grass Seed	5,168	6,000	832		832	86.1%	
4303 Machinery Mtce/Lease	2,194	3,500	1,306		1,306	62.7%	
Big Park :- Indirect Expenditure	34,575	36,516	1,941	0	1,941	94.7%	12,762
Net Expenditure	(34,575)	(36,516)	(1,941)				
6000 plus Transfer from EMR	12,762						
Movement to/(from) Gen Reserve	(21,813)						
<u>316 Gateway Cafe</u>							
1025 Rent & Service Charge	5,507	8,823	3,316			62.4%	
1111 Electricity	4,380	6,000	1,620			73.0%	
Gateway Cafe :- Income	9,886	14,823	4,937			66.7%	0
4101 Repair/Alteration of Premises	290	3,000	2,710		2,710	9.7%	
4102 Maintenance of Buildings	41	0	(41)		(41)	0.0%	
4111 Electricity	4,380	6,000	1,620		1,620	73.0%	

Detailed Income & Expenditure by Budget Heading 31/10/2022

Month No: 8

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4115 CCTV Maintenance	316	1,500	1,184		1,184	21.1%	
4116 Servicing / Maintenance	1,572	1,500	(72)		(72)	104.8%	
4326 Telephones	567	972	405		405	58.3%	
Gateway Cafe :- Indirect Expenditure	7,166	12,972	5,806	0	5,806	55.2%	0
Net Income over Expenditure	2,720	1,851	(869)				
330 Parks & Open Spaces							
1025 Rent & Service Charge	225	0	(225)			0.0%	
1044 Hire of the Dell	6,156	5,100	(1,056)			120.7%	
1050 Allotment Rent	125	2,445	2,320			5.1%	
1303 Water Charges	50	0	(50)			0.0%	
Parks & Open Spaces :- Income	6,556	7,545	989			86.9%	0
4104 Vandalism Repairs	566	1,500	934		934	37.7%	
4105 Tree Works	240	2,000	1,760		1,760	12.0%	
4106 Signage	0	1,500	1,500		1,500	0.0%	
4108 Tree Planting	0	2,500	2,500		2,500	0.0%	
Parks & Open Spaces :- Direct Expenditure	806	7,500	6,694	0	6,694	10.7%	0
4101 Repair/Alteration of Premises	3,476	5,000	1,524		1,524	69.5%	2,900
4141 Water Services	2,085	5,000	2,915		2,915	41.7%	
4164 Trade Refuse	234	2,000	1,766		1,766	11.7%	
4171 Grounds Maintenance Costs	2,564	4,000	1,436		1,436	64.1%	
4301 Purchase of Furniture/Equipmen	14,997	5,000	(9,997)		(9,997)	299.9%	15,126
Parks & Open Spaces :- Indirect Expenditure	23,356	21,000	(2,356)	0	(2,356)	111.2%	18,026
Net Income over Expenditure	(17,606)	(20,955)	(3,349)				
6000 plus Transfer from EMR	18,026						
Movement to/(from) Gen Reserve	419						
355 The Hub							
1045 Event Sponsorship	(10)	0	10			0.0%	
1084 Sports Pavilion	11,771	16,646	4,875			70.7%	
The Hub :- Income	11,761	16,646	4,885			70.7%	0
4175 Music Licence	433	500	67		67	86.6%	
The Hub :- Direct Expenditure	433	500	67	0	67	86.6%	0
4103 Annual Servicing Costs	2,665	2,000	(665)		(665)	133.3%	
4111 Electricity	1,322	2,000	678		678	66.1%	
4112 Gas	0	2,000	2,000		2,000	0.0%	

Detailed Income & Expenditure by Budget Heading 31/10/2022

Month No: 8

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4171 Grounds Maintenance Costs	4,081	2,000	(2,081)		(2,081)	204.0%	3,900
The Hub :- Indirect Expenditure	8,068	8,000	(68)	0	(68)	100.8%	3,900
Net Income over Expenditure	3,260	8,146	4,886				
6000 plus Transfer from EMR	3,900						
Movement to/(from) Gen Reserve	7,160						
<u>360 Community House</u>							
1069 C/H Police Room	1,700	2,295	595			74.1%	
1070 C/H Phoenix Room	3,932	6,120	2,188			64.2%	
1072 C/H Copper Room	0	9,035	9,035			0.0%	
1075 C/H Charles Neville	2,835	7,280	4,445			38.9%	
1076 C/H Main Hall	9,073	18,280	9,207			49.6%	
1077 C/H Anzac Room	7,640	9,065	1,425			84.3%	
1078 C/H Main Kitchen	680	892	212			76.3%	
1079 C/H Anzac Kitchen	711	500	(211)			142.3%	
1080 C/H Foyer	614	1,642	1,028			37.4%	
1081 C/H Equipment Hire	581	928	347			62.6%	
1090 Storage Income	540	0	(540)			0.0%	
1091 Cinema Income	3,049	4,500	1,451			67.8%	
1092 Electricity Feed-in Tariff	189	500	311			37.8%	
Community House :- Income	31,544	61,037	29,493			51.7%	0
4167 Cinema Costs	1,683	1,000	(683)		(683)	168.3%	
4175 Music Licence	740	1,250	510		510	59.2%	
Community House :- Direct Expenditure	2,423	2,250	(173)	0	(173)	107.7%	0
4101 Repair/Alteration of Premises	6,992	7,000	8		8	99.9%	
4102 Maintenance of Buildings	4,774	5,000	226		226	95.5%	
4111 Electricity	7,386	10,000	2,614		2,614	73.9%	
4112 Gas	3,674	6,000	2,326		2,326	61.2%	
4122 Service Charge	0	20,000	20,000		20,000	0.0%	
4131 Rates	15,719	15,800	82		82	99.5%	
4141 Water Services	691	8,000	7,309		7,309	8.6%	
4151 Fixtures & Fittings	848	1,500	652		652	56.5%	520
4161 Cleaning Costs	976	1,000	24		24	97.6%	
4162 Cleaning Materials	528	1,000	472		472	52.8%	
4163 Personal Hygiene	1,109	2,500	1,391		1,391	44.4%	
4305 Uniform	271	600	329		329	45.1%	
Community House :- Indirect Expenditure	42,967	78,400	35,433	0	35,433	54.8%	520
Net Income over Expenditure	(13,846)	(19,613)	(5,767)				
6000 plus Transfer from EMR	520						
Movement to/(from) Gen Reserve	(13,326)						

Detailed Income & Expenditure by Budget Heading 31/10/2022

Month No: 8

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
430 Summer Fair							
1045 Event Sponsorship	1,169	500	(669)			233.8%	
1046 Stall Income (Events)	1,150	1,500	350			76.7%	
1094 Other Customer & Client Receipt	1,235	800	(435)			154.4%	
Summer Fair :- Income	3,554	2,800	(754)			126.9%	0
4329 Advertising	139	900	761		761	15.5%	
4500 Event Staff Overtime	2,369	1,150	(1,219)		(1,219)	206.0%	
4900 Miscellaneous Expenses	1,045	1,200	155		155	87.1%	
Summer Fair :- Indirect Expenditure	3,554	3,250	(304)	0	(304)	109.4%	0
Net Income over Expenditure	0	(450)	(450)				
440 Christmas Market							
1045 Event Sponsorship	0	500	500			0.0%	
1046 Stall Income (Events)	0	1,000	1,000			0.0%	
1094 Other Customer & Client Receipt	0	300	300			0.0%	
Christmas Market :- Income	0	1,800	1,800			0.0%	0
4501 Carol Concert	0	160	160		160	0.0%	
Christmas Market :- Direct Expenditure	0	160	160	0	160	0.0%	0
4329 Advertising	0	300	300		300	0.0%	
4500 Event Staff Overtime	0	1,000	1,000		1,000	0.0%	
4900 Miscellaneous Expenses	0	700	700		700	0.0%	
Christmas Market :- Indirect Expenditure	0	2,000	2,000	0	2,000	0.0%	0
Net Income over Expenditure	0	(360)	(360)				
450 Mayoral Charity Events							
1045 Event Sponsorship	623	0	(623)			0.0%	
1055 Mayoral Events	642	0	(642)			0.0%	
Mayoral Charity Events :- Income	1,265	0	(1,265)				0
Net Income	1,265	0	(1,265)				
Grand Totals:- Income	910,865	843,383	(67,482)			108.0%	
Expenditure	621,643	868,944	247,301	0	247,301	71.5%	
Net Income over Expenditure	289,223	(25,561)	(314,784)				
plus Transfer from EMR	128,143						
less Transfer to EMR	113,065						
Movement to/(from) Gen Reserve	304,301						

15/11/2022

Peacehaven Town Council

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Balance Sheet as at 31/10/2022

31/03/2022

31/03/2023

Current Assets

13,475	Debtors Control	4,529
4,960	VAT Control A/c	5,628
50	Deposit Aqua	50
441,980	Current Bank A/c	757,134
180,186	Reserve Account	180,256
520	Petty Cash	520
0	PAYE	0
0	Pension Control	0

641,172

948,116

641,172 Total Assets

948,116

Current Liabilities

8,024	Creditors	0
1,220	Mayor's Appeal	2,197
823	Accruals	0
0	NIC	0
2,447	Deposits Received	2,847

12,514

5,043

628,658 Total Assets Less Current Liabilities

943,073

Represented By

131,155	General Reserves	445,225
10,000	Vehicle Reserve	10,000
3,000	Tree Works	3,000
1,269	Staff training	1,269
999	Elections	999
17,500	Service Charges	17,500
8,836	Covid-19 Recovery Reserves	4,337
650	Noticeboards	650
1,000	Office Move	0
530	Monument & War Memorial	530
4,000	P/H Youth Task Group	4,000
319,507	CIL	327,292
59,080	Big Park	59,080
7,000	Hub Improvements	7,000
5,000	Climate Change	5,000
519	Sponsorship	227

15/11/2022

Peacehaven Town Council

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Balance Sheet as at 31/10/2022

31/03/2022		31/03/2023
	3,914 Professional Fees - Legal	2,925
	2,300 Neighbourhood Plan	1,640
	52,399 Capital Receipts Reserve	52,399
	<u>628,658</u>	<u>943,073</u>

The above statement represents fairly the financial position of the authority as at 31/10/2022 and reflects its Income and Expenditure during the year.

Signed :
Chairman _____ Date : _____

Signed :
Responsible
Financial _____ Date : _____

List of Payments made between 01/10/2022 and 31/10/2022

Date Paid	Payee Name	Reference	Amount Paid	Authorized Ref	Transaction Detail
03/10/2022	The Fuelcard People	DD	34.45		HK66 WMJ FUEL
04/10/2022	LISA HAYWARD	BACS1	1,397.00		SEPT CONSULTANCY
04/10/2022	YOLANDE TAYLOR BANKS	BACS	1,050.00		REFUND PMT IN ERROR
05/10/2022	NALC	205197	38.93		COMM STRATEGY TRAINING
05/10/2022	JAMES BOOT	205198	486.90		NDP CONSULTANCY
05/10/2022	CHROMA VISION	205199	11,540.08		CCTV INSTALLATION
05/10/2022	Tansleys Printers Limited	205200	118.80		WRESTLING BANNER
05/10/2022	Wightman & Parrish Ltd	205201	4.46		CLEAR SACKS
05/10/2022	PRICEWATCH LIMITED	205166	-2,246.40		CANCEL CHEQUE
05/10/2022	PRICEWATCH LIMITED	BACS	2,246.40		PAY VIA BACS
05/10/2022	Northstar IT	DD1	1,433.60		MONTHLY SUPPORT - OCT
05/10/2022	02	DD2	145.81		SEPTEMBER MOBILES
05/10/2022	Barclays	DD3	3.00		BACS CHARGES
06/10/2022	Trade UK	205202	53.83		WD40 & PADLOCK
06/10/2022	L&N CONSULTANCY LIMITED	205203	1,386.00		FEASIBILITY STUDY
06/10/2022	Cinemobile	205204	278.25		TOP GUN
06/10/2022	ESALC Limited	205205	96.00		PLANNING TRAINING
06/10/2022	SOUTHCOAST LOCKSMITHS LTD	205206	8.40		DOOR LATCH
06/10/2022	Acacia Groundcare Equipment Re	205207	632.40		FLAIL HIRE
06/10/2022	CASTLE WATER	205208	194.17		SEPT WATER
06/10/2022	DAISY CARLO	205209	50.00		D.CARLO DEPOSIT
07/10/2022	HR Services Partnership	205211	47.88		HR SUPPORT - SEPTEMBER
10/10/2022	The Fuelcard People	DD	138.62		FUEL
10/10/2022	Barclays	DD1	62.00		september pdq
11/10/2022	JOHN FREEMANTLE	205210	670.00		WRESTLING
11/10/2022	Brewers and Sons Ltd	205212	54.98		PAINT FOR WENDY HOUSE AT BP
11/10/2022	KANER OLETTE	205213	2,629.20		SEPTEMBER CONSULTATION
11/10/2022	CVS TYRES LTD	205214	57.85		SUPPLY NEW REAR BOX & CLAMP
11/10/2022	PPL PRS Ltd	205215	1,407.85		MUSIC LICENSE - HUB
11/10/2022	Zurich Municipal	205216	170.93		POLICY AMENDMENTS
14/10/2022	Caroline Reid	205217	609.00		OCTOBER CLEANING
14/10/2022	WORKNEST	205218	630.00		ASSESSMENT TJ
14/10/2022	SIEMENS FINANCIAL SERVICES	205219	281.83		FRANKING MACHINE RENTAL
14/10/2022	Interserve FS UK Ltd	205220	49.75		CAFE FIRE EQUIP CHECKS
14/10/2022	VICTORIA ONIS	205221	10.00		WRESTLING REFUND
14/10/2022	RISE ADAPTATION	205222	8,700.00		CHANGING PLACES TOILET
17/10/2022	The Fuelcard People	DD	33.98		GY06 PPX FUEL
19/10/2022	BRITISH GAS	205223	65.07		17SEP - 16 OCT ELECTRICITY
19/10/2022	BRITISH GAS	205224	18.99		17SEP-16 OCT GAS
19/10/2022	Mailserve LTD	205225	304.92		TMR MAINTENANCE DEC22-DEC23
19/10/2022	Business Sream	205226	24.97		WASTE - 17 JUNE - 12 OCT
19/10/2022	Ricoh Capital Ltd	205227	831.60		PHOTOCOPIER RENTAL OCT-DEC
19/10/2022	EDF	205228	681.61		SEPT ELECTRICITY
19/10/2022	COUNTY OFFICE SUPPLIES LTD	205230	29.46		STATIONARY
19/10/2022	Radius Connect	205231	306.00		OCTOBER TELEPHONES
19/10/2022	Rigby Taylor	205232	196.99		GOAL POST REPAIRS
19/10/2022	Acacia Groundcare Equipment Re	205233	430.57		UNISEEDER DAY HIRE

List of Payments made between 01/10/2022 and 31/10/2022

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
19/10/2022	MICHELLE HAU	205234	50.00		H.HAU DEPOSIT REFUND
19/10/2022	RURAL SERVICES PARTNERSHIP	205235	156.00		RURAL SERVICES PARTNERSHIP
19/10/2022	SAM ROWE	205236	50.00		S.ROWE DEPOSIT
19/10/2022	SUSSEX MAYORS ASSOCIATION	205238	30.00		MAYORAL MEAL COSTS
20/10/2022	Pitney Bowes LTD	DD	201.39		POSTAGE TOP UP
21/10/2022	Northstar IT	DD1	2.40		OFFICE DEFENDER 365
24/10/2022	OCTOBER SALARIES	OCT PAY	25,434.75		OCTOBER SALARIES
24/10/2022	Credit Card A/c	CC - OCT	399.92		CC BAL - SEPT
26/10/2022	Wightman & Parrish Ltd	205238	503.57		CLEANING / BIN BAGS
26/10/2022	SOUTHCOAST LOCKSMITHS LTD	205239	199.20		DISABLED TOILET LOCK
26/10/2022	CASTLE WATER	205240	202.65		OCTOBER WATER
26/10/2022	C.E.F	205241	23.09		CABLE CLIPS
26/10/2022	Lewes District Council	205242	315.00		PLAY INSPECTIONS
26/10/2022	Mulberry & Co	205243	219.60		INTERIM AUDIT
26/10/2022	HANSA DETHEKAR	205244	100.00		H.DETHEKAR DEPOSIT REFUND
26/10/2022	VICKY BLADON	205245	50.00		V.BLADON DEPOSIT REFUND
26/10/2022	GEMMA GROVES	205246	50.00		G.GROVES DEPOSIT REFUND
26/10/2022	HARROD SPORT	205247	169.95		MUGA GOAL REPAIRS
26/10/2022	EAST SUSSEX PENSION FUND	205248	7,106.22		OCTOBER SALARIES
26/10/2022	HMRC	205249	8,683.49		OCTOBER SALARIES
26/10/2022	R.J.Meaker Fencing Ltd	205250	52.20		WASHERS & SCREWS
26/10/2022	HARROD SPORT	205247	-169.95		HARROD SPORT CANX CHQ
27/10/2022	EDF	DD	3,365.67		18 jun - 17 sept electricity
27/10/2022	EDF	DD1	626.45		18JUN - 17 SEPT ELECTRICITY
27/10/2022	EDF	DD2	1,900.92		18JUN-17 SEPT ELECTRICITY
28/10/2022	MR & MRS PAVEY	BACS	200.00		BARN DANCE MUSIC
31/10/2022	The Fuelcard People	DD	188.76		HK66 WMJ FUEL
31/10/2022	TOTAL GAS & POWER	DD1	93.81		SEPTEMBER GAS
Total Payments			87,601.22		

Agenda Item:	C968-b-ii
Committee:	Full Council
Date:	6th December 2022
Title:	TO APPROVE THE 2023/24 BUDGET
Report Authors:	Finance Officer/Town Clerk
Purpose of Report:	TO APPROVE THE 2023/24 BUDGET

Introduction

From the draft minutes of the Meeting of the Policy & Finance Committee 22nd November 2022

PF826 TO APPROVE THE 2023/24 BUDGET

The Finance Officer introduced this item and referred to the circulated draft budget papers, which contained two options' giving either a 5% or 10% increase in Precept requirement.

It was noted that, to achieve the 5% option, salary increases were set at 4% and £10K provision for play equipment and provision for tree planting/works had been removed.

It was resolved to recommend a net budget of £749,113 to Council, representing a %5 increase in Precept requirement.

In taking this decision, the Committee took into account the following factors:-

- Financially difficult times for Peacehaven residents.
- Rising energy costs.
- Salary increases were an unknown factor and reserves could support additional funding in this area.
- The increase in monetary terms was c. 60p per household.
- Other authorities will likely be increasing their own Council Tax requirements, so it was important to keep the Town Council's element as low as possible.

The Clerk noted the following:-

- The latest Band D Tax Base figure is awaited.
- Caution re the possible reliance on reserves to support salary costs.
- Salary cost-of-living, pensions and National Insurance increases are not controlled by the Town Council.

POLICY & FINANCE

100 General Administration

	2022/23 Budget	Draft 2023/24 Budget	% Change	
4301 Purchase of Furniture/Equipment	500	1,500	200.0%	To include new TV (possibly be spent this F/Y)
4302 Purchase of Materials	500	500	0.0%	
4306 Printing	5,000	5,000	0.0%	Includes the Photocopier rental
4307 Stationery	500	500	0.0%	
4311 Professional Fees - Legal	2,000	2,000	0.0%	
4314 Audit Fees	3,000	3,000	0.0%	
4315 Insurance	10,500	12,000	14.3%	
4321 Bank Charges	100	100	0.0%	
4322 BACS Charges	200	200	0.0%	
4323 PDQ Charges	800	800	0.0%	
4325 Postage	1,000	1,000	0.0%	With a view to moving to BACS payment
4326 Telephone	6,000	3,168	-47.2%	
4327 Computers	15,000	15,000	0.0%	
4333 Members Allowance	3,500	3,500	0.0%	
4341 Grants	1,017	10,000	883.3%	
4342 Subscription	5,500	5,500	0.0%	
4345 CTLA Service Level Agreement	6,500	6,500	0.0%	
4346 CAB Service Level Agreement	11,500	11,500	0.0%	
TBC HCC Service Level Agreement	3,000	3,000	0.0%	
4347 Climate Change Actions	0	0	#DIV/0!	
322 Vehicle Reserve	0	5,000	#DIV/0!	Use £10k in EMR for initial payment & monthly costs
4444 Election Costs	9,000	10,000	11.1%	May 19 costs were £17,050 (will have £10k in EMR)
General Administration: Expenditure	85,117	99,768	17.2%	
1001 Precept				
1005 Grants - Lewes DC			#DIV/0!	
1013 Income from Photocopying	0	200	#DIV/0!	
1016 Housing Benefit Claims LDC	15,200	15,350	1.0%	
1100 Interest Received	200	200	0.0%	
1309 Other Income	1,000	1,000	0.0%	
General Administration: Income	16,400	16,750	2.1%	
Net Expenditure over Income	68,717	83,018	20.8%	

<u>360</u>	<u>Community House</u>				
4101	Repair/Alteration of Premises	7,000	7,000	0.0%	
4102	Maintenance of Building	5,000	5,000	0.0%	To include fire alarm maintenance & equipment
4111	Electricity	10,000	15,000	50.0%	
4112	Gas	6,000	9,000	50.0%	
4122	Service Charge	20,000	30,000	50.0%	
4131	Rates	15,800	15,800	0.0%	
4141	Water Services	8,000	5,000	-37.5%	
4151	Fixtures & Fittings	1,500	1,500	0.0%	
4161	Cleaning Costs	1,000	1,000	0.0%	
4162	Cleaning Materials	1,000	1,000	0.0%	
4163	Personal Hygiene	2,500	2,603	4.1%	Costs have increased by 5%
4167	Cinema Costs	1,000	2,400	140.0%	Based on 8 films per year - check with Karen!
4175	Music Licence	1,250	900	-28.0%	
4305	Uniform	600	700	16.7%	
	Community House: Expenditure	80,650	96,903	20.2%	
1069	C/H Police Room	2,295	2,341	2.0%	
1070	C/H Phoenix Room	6,120	6,242	2.0%	
1072	C/H Copper Room	9,035	9,216	2.0%	
1075	C/H Charles Neville	7,280	7,426	2.0%	
1076	C/H Main Hall	18,280	18,646	2.0%	
1077	C/H Anzac Room	9,065	9,246	2.0%	
1078	C/H Main Kitchen	892	910	2.0%	
1079	C/H Anzac Kitchen	500	510	2.0%	
1080	C/H Foyer	1,642	1,675	2.0%	
1081	C/H Equipment Hire	928	947	2.0%	
1091	Cinema Income	4,500	3,000	-33.3%	
1092	Electricity Feed-In Tariff	500	500	0.0%	
	Community House: Income	61,037	60,658	-0.6%	
	Net Expenditure over Income	19,613	36,245	84.8%	
	POLICY & FINANCE: Total Expenditure	165,767	196,671	18.6%	
	POLICY & FINANCE: Total Income	77,437	77,408	0.0%	
	Net Expenditure over Income	88,330	119,263	35.0%	

PLANNING & HIGHWAYS

130 Neighbourhood Plan

4337 Neighbourhood Plan
Neighbourhood Plan: Expenditure

Net Expenditure over Income

200 Planning & Highways

4101 Repairs & Alterations
4111 Streetlight Electricity
4171 Grounds Maintenance Costs
4850 Grass Cutting Contract
4851 Noticeboards
4852 Monument & War Memorial
4853 Street Furniture

Planning & Highways: Expenditure

Net Expenditure over Income

PLANNING & HIGHWAYS: Total Expenditure

PLANNING & HIGHWAYS: Total Income

Net Expenditure over Income

2022/23 Budget	Draft 2023/24 Budget	% Change
5,000	5,000	0.0%
5,000	5,000	0.0%
5,000	5,000	0.0%
700	2,000	185.7%
1,092	1,092	0.0%
500	500	0.0%
8,864	9,041	2.0%
650	650	0.0%
600	600	0.0%
600	600	0.0%
13,006	14,483	11.4%
13,006	14,483	11.4%
18,006	19,483	8.2%
0	0	
18,006	19,483	8.2%

Includes two new planters

We have £650 in EMR & Budget not spent this year so far
Earmark remaining money this year

CIVIC & EVENTS

110 Civic Events

	2022/23 Budget	Draft 2023/24 Budget	% Change
4331 Mayor's Allowance	1,500	1,500	0.0%
4332 Mayor's Reception	1,200	1,000	-16.7%
4335 Civic Expenses	1,000	1,200	20.0%
4336 Civic Service	500	500	0.0%
4338 Remembrance Services	1,100	550	-50.0%
4339 London Bridge	500	500	0.0%
4348 Civic Gifts, visits & events	1,470	0	-100.0%
4349 Civic Training	500	500	0.0%
4350 Mayors Badge	700	700	0.0%
4351 Youth Mayor	500	500	0.0%

Civic Expenses: Expenditure

8,970 6,950 -22.5%

Net Expenditure over Income

8,970 6,950 -22.5%

120 Marketing

4328 Website (include Browsealoud)	3,250	2,500	-23.1%
Adhoc Events	0	300	#DIV/0!
4306 Printing	0	300	#DIV/0!
4329 Advertising	1,000	700	-30.0%
4352 Annual Report	200	100	-50.0%
4330 Newsletter	500	0	-100.0%

Marketing: Expenditure

4,950 3,900 -21.2%

1048 E-News advertising	500	100	-80.0%
1301 Filming	4,000	2,000	-50.0%
1049 Banner Board Income	4,000	2,500	-37.5%
1300 Donations Received	0		#DIV/0!

Marketing: Income

8,500 4,600

Net Expenditure over Income

-3,550 -700 -80.3%

430 Summer Fair

	Event costs	0	2,000	
4329	Advertising	900	500	
4500	Event Staff Overtime	1,150	1,500	
4900	Miscellaneous Expenses	1,200	1,200	
	Summer Fair: Expenditure	3,250	3,200	
1045	Event Sponsorship	500	500	
1046	Stall Income (Events)	1,500	1,500	
1094	Other Customer & Client Receipts	800	1,000	
	Summer Fair: Income	2,800	3,000	
	Net Expenditure over Income	450	200	

440 Christmas Market

4329	Advertising	300	300	
4500	Event Staff Overtime	1,000	1,000	
tbc	Carol Concert	160	160	
4900	Miscellaneous Expenses	700	700	
	Christmas Market: Expenditure	2,160	2,160	
1045	Event Sponsorship	500	800	
1046	Stall Income (Events)	1,000	1,000	
1094	Other Customer & Client Receipts	300	360	
	Christmas Market: Income	1,800	2,160	
	Net Expenditure over Income	360	0	

CIVIC & EVENTS: Total Expenditure	18,970	16,210	-14.5%
CIVIC & EVENTS: Total Income	13,100	9,760	
Net Expenditure over Income	5,870	6,450	9.9%

LEISURE, AMENITIES & ENVIRONMENT

300 Grounds Team General Exp

	2022/23 Budget	Draft 2023/24 Budget	% Change
4202 Repairs/Maintenance of Vehicle	6,000	6,600	10.0%
4203 Fuel	5,500	6,050	10.0%
4204 Road Fund License	600	600	0.0%
4305 Uniform	900	900	0.0%
Grounds Team: Expenditure	13,000	14,150	8.8%
Net Expenditure over Income	13,000	14,150	8.8%

310 Sports Park

4111 Electricity	5,000	7,250	45.0%	Excludes café usage which will be budgeted separately
4141 Water Services	0		#DIV/0!	
4131 Rates	2,345	2,345	0.0%	
4160 Changing Places	0	500	#DIV/0!	
4164 Trade Refuse	4,500	4,500	0.0%	
4171 Grounds Maintenance Costs	10,000	10,000	0.0%	
Sports Park: Expenditure	21,845	24,595	12.6%	
1025 Rent & Service Charge	13,845	13,845	0.0%	
1041 S/P Telephone Masts	4,500	5,765	28.1%	
1043 S/P Football Pitches	3,000	3,000	0.0%	
1061 S/P Court and MUGA Hire	5,406	2,500	-53.8%	
Sports Park: Income	26,751	25,110	-6.1%	
Net Expenditure over Income	-4,906	-515	-89.5%	

315 Big Park

4101 Repair/Alteration	5,000	5,000	0.0%
4102 Maintenance of Unit 14	500	500	0.0%
4111 Electricity (unit 14)	300	500	66.7%
4112 Gas (unit 14)	300	500	66.7%
4355 Wifi (Unit 14)	0	585	#DIV/0!
4121 Rents	15,000	15,000	0.0%

4131	Rates	4,716	5,240	11.1%	
4141	Water Services	0		#DIV/0!	
4161	Cleaning Costs	8,000	10,500	31.3%	Changing places toilet included
4166	Skip Hire	1,000	1,000	0.0%	
4173	Fertilisers & Grass Seed	6,000	6,500	8.3%	
4302	Purchase of Materials	0		#DIV/0!	
4303	Machinery Mtce/Lease	3,500	4,000	14.3%	
	Play Equipment Reserve	0	10,000	#DIV/0!	
	Big Park: Expenditure	44,316	59,325	33.9%	
1005	Grants - Lewes DC	0		#DIV/0!	
1094	Other Customer & Client Receipts	0		#DIV/0!	
tbc	Transfer from Big Park EMR	25,000	25,000	0.0%	
	Big Park: Income	25,000	25,000	0.0%	
	Net Expenditure over Income	19,316	34,325	77.7%	
<u>316</u>	<u>Gateway Café</u>				
4101	Repair/Alteration of Premises	3,000	2,500	-16.7%	
4111	Electricity	6,000	10,000	66.7%	
4326	Telephones	972	972	0.0%	
4355	Wifi	0	540	#DIV/0!	
4115	CCTV Maintenance	1,500	1,500	0.0%	Need to find out new CCTV conditions and costs to link to police
4116	Servicing / Maintenance	1,500	1,500	0.0%	To include electrical tests that are required
	Gateway Café: Expenditure	12,972	17,012	31.1%	
1111	Electricity	6,000	10,000	66.7%	
1025	Rent & Service Charge	8,823	8,999	2.0%	
	Gateway Café: Income	14,823	18,999	28.2%	
	Net Expenditure over Income	-1,851	-1,987	7.4%	
<u>330</u>	<u>Parks & Open Spaces</u>				
4101	Repairs / Alterations	5,000	5,000	0.0%	
4104	Vandalism Repairs	1,500	1,500	0.0%	
4141	Water Services	5,000	3,500	-30.0%	Includes all outdoor areas

4164	Trade Refuse	2,000	2,000	0.0%
4171	Grounds Maintenance Costs	4,000	4,000	0.0%
4301	Purchase of Furniture/Equipment	5,000	2,500	-50.0%
4105	Tree Works	2,000	2,000	0.0%
4106	Signage	1,500	1,000	-33.3%
4107	Climate Change Actions	0	#DIV/0!	
4108	Tree Planting	2,500	2,500	0.0%
	Amenity Area: Expenditure	28,500	24,000	-15.8%
1044	Hire of the Dell	5,100	5,500	7.8%
1050	Allotment Rent	2,445	2,500	2.2%
	Amenity Area: Income	7,545	8,000	6.0%
	Net Expenditure over Income	20,955	16,000	-23.6%
355	The Hub			
4103	Annual Servicing Costs	2,000	2,500	25.0%
4111	Electricity	2,000	3,000	50.0%
4112	Gas	2,000	3,000	50.0%
4355	Wifi	0	420	#DIV/0!
4131	Rates	0	0	#DIV/0!
4171	Maintenance of Hub	2,000	2,000	0.0%
4175	Music Licence	500	500	0.0%
	The Hub: Expenditure	8,500	11,420	34.4%
1084	The Hub	16,646	16,979	2.0%
1303	Water	0	150	#DIV/0!
1112	Gas	0	270	#DIV/0!
1111	Electric	0	270	#DIV/0!
1355	Wifi	0	210	#DIV/0!
	The Hub: Income	16,646	17,879	7.4%
	Net Expenditure over Income	-8,146	-6,459	-20.7%
	LEISURE, AMENITIES & ENV: Total Expenditure	129,133	150,502	16.5%
	LEISURE, AMENITIES & ENV: Total Income	90,766	94,989	4.7%

Net Expenditure over Income

38,367

55,513

44.7%

PERSONNEL

100 General Administration

		2022/23 Budget	Draft 2023/24 Budget	% Change	
4001	Salaries	406,640	447,304	10.0%	
4002	ER's NIC	42,640	45,198	6.0%	
4003	ER's Supn	75,228	82,000	9.0%	
4004	Overtime	1,000	1,000	0.0%	
4011	Staff Training	5,000	2,000	-60.0%	Earmark 2022/23 £5000
4212	Staff Mileage Costs	500	500	0.0%	
4312	Professional Fees - HR	2,000	2,000	0.0%	
4310	Professional Fees - Consultancy	2,000	2,000	0.0%	
4334	Members Training	1,500	1,500	0.0%	Earmark 2022/23 £1500 to allow £3000 for new electees
	General Administration: Expenditure	536,508	583,502	8.8%	
	Net Expenditure over Income	536,508	583,502	8.8%	
	PERSONNEL: Total Expenditure	536,508	583,502	8.8%	
	PERSONNEL: Total Income	0	0		
	Net Expenditure over Income	536,508	583,502	8.8%	

COUNCIL

	2021/2022 Budget	Draft 2022/23 Budget	% Change
Policy & Finance	165,767	196,671	18.6%
Planning & Highways	18,006	19,483	8.2%
Civic & Events	18,970	16,210	-14.5%
Leisure, Amenities & Environment	129,133	150,502	16.5%
Personnel	536,508	583,502	8.8%
Total Expenditure	868,384	966,368	11.3%
Policy & Finance	77,437	77,408	0.0%
Planning & Highways	0	0	#DIV/0!
Civic & Events	13,100	9,760	-25.5%
Leisure, Amenities & Environment	90,766	94,989	4.7%
Personnel	0	0	
Total Income	181,303	182,157	0.5%
Net Expenditure over Income	687,081	784,212	14.1%
Precept	£687,081	£784,212	14.1%
Tax Base	4,717.6	4,899.5	3.9%
Band D	£145.64	£160.06	9.9%

	2021/2022 Budget	Draft 2022/23 Budget	% Change
Policy & Finance	165,767	196,671	18.6%
Planning & Highways	18,006	19,483	8.2%
Civic & Events	18,970	16,110	-15.1%
Leisure, Amenities & Environment	129,133	139,902	8.3%
Personnel	536,508	559,104	4.2%
Total Expenditure	868,384	931,270	7.2%
Policy & Finance	77,437	77,408	0.0%
Planning & Highways	0	0	#DIV/0!
Civic & Events	13,100	9,760	-25.5%
Leisure, Amenities & Environment	90,766	94,989	4.7%
Personnel	0	0	
Total Income	181,303	182,157	0.5%
Net Expenditure over Income	687,081	749,113	9.0%
Precept	£687,081	£749,113	9.0%
Tax Base	4,717.6	4,899.5	3.9%
Band D	£145.64	£152.90	5.0%

Reduces potential pay increases from 10% to 4%
 Removal of tree planting for £2,500
 Removal of reserve for play equipment & use BP EMR



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Our Ref: MARK/PEA001

Mr T Allen
Peacehaven Town Council
Community House, Meridian Centre
Meridian Way
Peacehaven
East Sussex
BN10 8BB

21 October 2022

Dear Tony

Re: Peacehaven Town Council
Internal Audit Year Ended 31 March 2023 – Interim Audit report

Executive summary

Following completion of our interim internal audit on 21 October 2022 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 at the interim audit. 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 Peacehaven Town 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 Andy Beams of Mulberry & Co. We confirm we are independent from the management of the financial controls and procedures of the council and neither the internal auditor or the firm have any conflicts of interest with the audit client, nor do they provide any management or financial assistance to the client.

Your auditor has over 30 years' experience in the financial sector with the last 12 years specialising in local government.

Engagement Letter

An engagement letter was previously issued to the council covering the 2022/23 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. As part of the inherent risk assessment, we have concluded that:

- There have been no reported instances of breaches of regulations in the past
- The client uses an industry approved financial reporting package
- The client regularly carries out reconciliations and documents these
- There is regular reporting to council
- The management team are experienced and informed
- Records are neatly maintained and referenced
- The client is aware of current regulations and practices
- There has been no instance of high staff turnover

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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		TEST AT INTERIM	TEST AT FINAL	PAGE
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C	RISK MANAGEMENT AND INSURANCE	✓	✓	5
D	BUDGET, PRECEPT AND RESERVES	✓	✓	5
E	INCOME	✓		6
F	PETTY CASH	✓		6
G	PAYROLL	✓	✓	7
H	ASSETS AND INVESTMENTS	✓	✓	7
I	BANK AND CASH	✓	✓	7
J	YEAR END ACCOUNTS		✓	8
K	LIMITED ASSURANCE REVIEW		✓	8
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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 interim audit was conducted on site with the Clerk and RFO. The required information advised in advance of the visit was available for review, and I have the impression that accounting records are neatly maintained and easily accessible. Other information was reviewed through discussion with the Clerk and RFO and a review of the council website

www.peacehaventowncouncil.gov.uk

The council continues to use the Rialtas Business Solutions (RBS) for recording the day-to-day financial transactions of the council. This is an industry specific package and I make no recommendation to change. The Clerk and RFO both have access to the system are fully familiar with it, with the Information and Bookings Officer uses the bookings part of the system.

B. FINANCIAL REGULATIONS, GOVERNANCE AND PAYMENTS

Internal audit requirement

This authority complied with its financial 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 External Auditor's Report for 2021/22 was qualified. The External Auditor commented 'The AGAR was not accurately completed before submission for review. The figure in Section 2, Box 9 of the prior year comparative column does not agree to the prior year final signed AGAR. The figure should read £3,528,637.'

The External Auditor's Report and Certificate have been published on the council website along with the Notice of Conclusion of Audit. This was reported to council at the meeting held on 27 September 2022.

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 each councillor and includes details of each individual Register of Members Interests.

Confirm that the council is compliant with the relevant transparency code

As the council's income and expenditure exceeds £25,000, it is not a statutory requirement to follow the requirements of the Local Government Transparency Code, although it is recommended best practice to do so. The council has established a transparency page on the website, although upon review some of the information has not been kept up to date and is inconsistent with information published elsewhere on the website. I recommend reviewing a review of the information to ensure it is full up to date.

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 email addresses for all councillors. 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 Accessibility Statement on the home page of its website, and it is clear the council has made every effort to comply with the website requirements.

Confirm that the council meets regularly throughout the year

In addition to full council, the council has a committee structure. There is a diary of future meeting dates available on the website along with historic agendas and minutes,

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

The Clerk was able to demonstrate 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. I note that non-confidential supporting papers are also published on the website.

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

Draft minutes are routinely uploaded to the council website.

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

The Standing Orders are based on the current NALC model and were most recently reviewed and adopted by council in May 2022.

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

Financial Regulations are based on the current NALC model and were last reviewed and adopted by council on 10 May 2022. The regulations contain provisions for the approval of spending, setting of budgets, reconciliation of the bank and reporting to council.

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

The council has thresholds in place at which authorisations to spend must be obtained as below:

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:

- the council for all items over £5,000;*
- a duly delegated committee of the council for items over £1,000; or*
- the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items below £1,000*

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. 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.

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.

Confirm all section 137 expenditure meets the guidelines and does not exceed the annual per elector limit of £8.82 per elector.

The council has adopted the General Power of Competence (GPC) and the thresholds do not apply.

Check receipt of VAT refund matches last submitted VAT return.

The council submits its VAT return on a quarterly basis. I reviewed the most recent submission for the period ended 30 September 2022. This shows a refund amount due of £19,465.12 which I was able to confirm receipt of on the October 2022 statement.

Confirm that checks of the accounts are made by a councillor.

The system noted above details internal review takes place and I am under no doubt that council properly approves expenditure.

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 and risk assessment record in place, which is reviewed and approved by council annually. I reviewed the financial risk assessment, which contains all the risks typically associated with a council of this size, although the addition of a risk matrix which identifies how the high/medium/low overall risk level was judged may be beneficial.

I confirmed that the council has a valid insurance policy in place with Zurich in a long-term agreement expiring in June 2025. The policy includes Public Liability cover of £15 million, Employers Liability cover of £10 million and a Fidelity Guarantee of £1 million.

The Fidelity Guarantee is sufficient at present based on the council's balances but should be kept under review to ensure it remains more than the maximum sum held at any point during the year.

The listed asset cover appears appropriate based on the items recorded on the council's asset register.

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 £687,081 for 2022/23. With a tax base of 4,752.6, this equates to a band D equivalent of £144.57 (compared to the average in England of £74.81).

A first draft of the 2023/24 budget has been presented to the Policy & Finance Committee and a second draft with alternate options included. The second draft will go to the Policy & Finance Committee meeting on 22 November, with the aim to agree the budget and precept at the December 2022 council meeting.

The budget performance information is presented to every Policy & Finance Committee Meeting and to each council meeting. Based on the information made available and a discussion with the Clerk and RFO, I am confident that councillors are presented with sufficient financial information to make informed decisions.

The council holds circa £475,000 in earmarked reserves. These are spread across a range of projects, including Community Infrastructure Levy (CIL). The council also holds £131,000 in the 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 at the lower end and I recommend the council keeps this level under review.

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's primary income sources are from the Café and Hub, room and facility hire, sports club rents, sports pitch hire and allotment rents. Fees and charges are reviewed annually as part of the budget setting process.

The council operates a cash till, and this is balanced regularly by the Information and Bookings Officer, with amounts placed in the safe with the 'z' till listing. This is then checked by the RFO before being banked and entered into the accounting software. The introduction of regular physical checks of the till would enhance the existing measures.

A review of the ledger reports from RBS shows that outstanding amounts are kept to a minimum and the Policy & Finance Committee are kept updated with the information.

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

The council maintains a minimal petty cash float, which is used for incidental items. The petty cash is maintained by the RFO, and prior approval is obtained before any expenditure.

There is a corporate credit card in place, with cards held by the Clerk and RFO. While both roles would be considered suitable for holding the credit cards, this is not in conformity with Financial Regulation 6.20 which states 'Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.'

The RFO received credit card statements and has set up a separate cashbook within the accounting software to reconcile these monthly. I was able to evidence that appropriate receipts are retained for all credit card entries.

Financial Regulation 6.18 states 'Any Debit Card issued for use will be specifically restricted to the Clerk and will also be restricted to a single transaction maximum value of £500 unless authorised by the Finance and Policy committee in writing before any order is placed.' No such limit appears to be included for a single transaction for the credit card.

I recommend amending FR 6.20 to read '...restricted to use by the Clerk and RFO...' and amending FR 6.18 to read 'Any debit or credit card issued...'

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

There are fifteen staff members, all of whom have a signed contract of employment, based on the NALC template and are paid in accordance with the NJC scale.

The council uses a third party for processing payroll, who calculates the PAYE and pension deductions and make the BACs salary transfers. Payroll information is compiled by the RFO and checked by the Clerk before submission.

I reviewed the most recent payslips for two staff members and was able to confirm deduction amounts appear correct and they are paid in accordance with the NJC salary scale.

I reminded the Clerk and RFO that only salary, HMRC and pension payments should be included in box 4 on the Annual Governance and Accountability Return (AGAR) and any other staff costs should be recorded in box 6.

There is a councillor allowance scheme in place, paid in two equal instalments through payroll, as required by HMRC regulations.

H. ASSETS AND INVESTMENTS

Internal audit requirement

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

Audit findings

The council has a fixed asset register which is maintained in an Excel format. The register provides a description of the asset, serial number, model number and manufacturer (where applicable), its date of acquisition, location, useful life estimate, original cost, insurance value and expected replacement cost. The council has many assets, and the register includes a simple summary page stating totals of the different types of assets. This is entirely suitable for a council with assets of this nature.

A check of the register to ensure it is up to date and matches the AGAR information will be completed at the year-end audit.

The council has no PWLB borrowing nor long-term investments.

I. BANK AND CASH

Internal audit requirement

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

Audit findings

Bank reconciliations are completed monthly by the RFO. I was able to view recent reconciliations and confirm balances to original bank statements. There were no errors identified in the reconciliations.

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 Mayor 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 Policy & Finance Committee.'

While my checking confirmed that the reconciliations are being completed accurately, **there was no evidence available of the verification on of the reconciliations through the signing of documentation as specified in the Financial Regulations. The Clerk noted that these will need to be signed at least quarterly and evidenced to me to allow a positive response to this control assertion on the AGAR.**

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

Testing to be conducted at final audit.

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

IF the authority certified itself as exempt from a limited assurance review in 2020/21, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2020/21 AGAR tick "not covered")

Audit findings

Testing to be conducted at final audit.

L: TRANSPARENCY**Internal audit requirement**

If the authority has an annual turnover not exceeding £25,000, it publishes information on a website / webpage up to date at the time of the internal audit in accordance with the Transparency Code for Smaller Authorities

Audit findings

Testing to be conducted at final audit.

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

The authority has demonstrated that during summer 2022 it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations.

Audit findings

Inspection – key dates	2021/22 Actual
Date AGAR signed by council	10 May 2022
Date inspection notice issued	10 June 2022
Inspection period begins	13 June 2022
Inspection period ends	22 July 2022
Correct length (30 working days)	Yes
Common period included (first 10 working days of July)	Yes

I am satisfied the requirements of this control objective were met for 2021/22, and assertion 4 on the Annual Governance Statement can therefore be signed off by the council.

N: PUBLICATION REQUIREMENTS

Internal audit requirement

The authority has complied with the publication requirements for 2021/22. Under the Accounts and Audit Regulations 2015, authorities must publish the following information on the authority website / webpage.

Before 1 July 2022 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 2021/22, approved and signed, page 4*
- *Section 2 - Accounting Statements 2021/22, approved and signed, page 5*

Not later than 30 September 2022 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 Certificate and the publication requirements for 2021/22 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.

Achievement of control assertions at interim audit date

Based on the tests conducted during the interim audit, our conclusions on the achievement of the internal control objectives are summarised in the table below. A further review and update of this opinion will be conducted at the final audit.

	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	√		
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 2021/22, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2020/21 AGAR tick "not covered")</i>			√
L	The authority publishes information on a free to access website/webpage up to date at the time of the internal audit in accordance with any relevant transparency code requirements			√
M	The authority, during the previous year (2021-22) 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 2021/22 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



Andy Beams

For Mulberry & Co

Interim Audit - Points Carried Forward

Audit Point	Audit Findings	Council comments
RISK MANAGEMENT AND INSURANCE	The Fidelity Guarantee is sufficient at present based on the council's balances but should be kept under review to ensure it remains more than the maximum sum held at any point during the year.	
BUDGET, PRECEPT AND RESERVES	The general reserve balance is within the recommended range, but at the lower end and I recommend the council keeps this level under review.	
PETTY CASH	I recommend amending FR 6.20 to read '...restricted to use by the Clerk and RFO...' and amending FR 6.18 to read 'Any debit or credit card issued...'	
BANK AND CASH	There was no evidence available of the verification on of the reconciliations through the signing of documentation as specified in the Financial Regulations. The Clerk noted that these will need to be signed at least quarterly and evidenced to me to allow a positive response to this control assertion on the AGAR.	

PEACEHAVEN TOWN COUNCIL

Minutes of the meeting of the POLICY AND FINANCE COMMITTEE held on Tuesday 26th July 2022 at 7.30pm in Community House

Present – Cllr C Collier (Chair), Cllr S Griffiths, Cllr D Seabrook, Cllr C Gallagher, Cllr C Cheta, Cllr L Duhigg, Cllr A Milliner.
Town Clerk T Allen; Finance Officer Z Malone.

PF788 CHAIRMAN'S ANNOUNCEMENTS

The Chairman welcomed everyone to the meeting and covered the housekeeping matters.

PF789 PUBLIC QUESTIONS

There were no public questions.

PF790 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

Apologies were accepted from Cllr A Goble & Cllr L Symonds.

PF791 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

There were no declarations of interests.

PF792 TO ADOPT THE PUBLIC MINUTES OF 14th JUNE 2022

Cllr Seabrook noted that 'Peacehaven Town Council' was missing from the minute headers. It was resolved to adopt the minutes as a true record, as amended.

PF793 TO REVIEW THE 2020/21 FINANCIAL POSITION OF THE COUNCIL YEAR TO-DATE: -

1. Finance Officer's report

Received and noted.

The Finance Officer reported on the following matters:-

- Overall, income had been better than forecast, with around 50% of the previous year's income having been achieved already this year.
- Larger than forecast expenditure for Community House had been incurred, resulting in this budget already being overspent, with more expenditure expected.
- Income from The Dell had already exceeded that forecast.
- Essential maintenance for The Hub has caused this budget to now be overspent.
- Overall, income and expenditure performance was in a good position at this time in the financial year.

2. Bank account summary

Received and noted.

3. Bank Reconciliation statements (for signing)

Received and resolved for signing.

4. Income & Expenditure report

Received and noted.

5. Balance Sheet

Received and noted.

6. CIL & S.106 report

Received and noted.

7. List of payments (for approval)

It was resolved to approve the June 2022 payments amounting to £69,432.88, as scheduled in the meeting papers.

PEACEHAVEN TOWN COUNCIL

PEACEHAVEN TOWN COUNCIL

Minutes of the POLICY AND FINANCE COMMITTEE Meeting – 26th July 2022

8. Review of external contracts, SLA's & their ongoing authorisations.

No items for discussion.

9. Funding report for buildings equipment maintenance works.

Received and noted.

PF794 TO DISCUSS THE COMMITTEE'S ACTION PLAN AND AGREE ANY FURTHER ACTION

The Clerk reported that the move of staff to the Fields & Robson rooms had taken place on the 1st July 2022, as planned.

The Clerk reported that the approved repair of the hearing loop in the main hall of Community House was underway.

It was noted that, at its last meeting, the Committee had deferred the internal & external surveys of Community House, pending discussions with Morrisons.

Regarding the study of energy use and solutions for all Council buildings, Cllr Gallagher reported that the main focus currently has been on The Hub, although all Council buildings can be assessed by Dr Mark Earthey and Ovesco, as well as the Football Club and the Bowls Club.

It was agreed that this matter should be taken forward by the Council's Hub TFG and that the assessment of Community House is deferred, pending discussions with Morrisons.

PF795 TO RECEIVE A REPORT ON THE DEVELOPMENT OF THE NEW BUSINESS PLAN

The Clerk reported that the Draft new Plan, as specified at the Committee's March 2022 meeting, had been produced and discussed at a meeting Committee Chairs; an updated draft will be seen at the Committee's next meeting.

PF796 TO RECEIVE A REPORT ON THE CTLA SLA REVIEW MEETING AND AUTHORISE RELEASE OF GRANT MONIES

The Clerk related the background to this item and reported on the SLA review meeting held recently with CTLA.

It was resolved to pay the full 2022/23 budgeted amount of £6.5K grant money to CTLA and that room hire in Community House for the current financial year (if required) would be free of charge.

PF797 TO DISCUSS & AGREE THE FUNDING FOR KANER OLETTE EXPENSES TO UNDERTAKE THE A259 HIGH STREET FEASIBILITY STUDY

The Clerk reported that these expenses had not been included in the accepted bid for this study, which had accounted for the full amount of the grant awarded.

It was resolved to allocate up to £550 for these expenses, in line with the estimate provided by Kaner Olette; to be funded from the Professional Fees earmarked reserve.

NOTE: In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press were excluded from the rest of the meeting.

PF798 TO DISCUSS & AGREE THE RECOMMENDED TENDER FOR THE CENTENARY PARK FOOT-WAY WORKS

The Clerk's paper was received and noted.

The Clerk reported on the tender selection process followed and the tender amounts received.

It was resolved to accept the recommended tender.

PEACEHAVEN TOWN COUNCIL

Minutes of the POLICY AND FINANCE COMMITTEE Meeting – 26th July 2022

PF799 TO ADOPT THE CONFIDENTIAL MINUTES OF 14th JUNE 2022

Cllr Seabrook noted that 'Peacehaven Town Council' was missing from the minute headers. It was resolved to adopt the minutes as a true record, as amended.

PF800 AGED DEBT ANALYSIS

The Finance Officer's report was received and noted.

PF801 DATE OF NEXT MEETING – TUESDAY 20th SEPTEMBER 2022 AT 7.30PM

There being no further business, the meeting closed at 19:50.

PEACEHAVEN TOWN COUNCIL

Minutes of the meeting of the POLICY AND FINANCE COMMITTEE held on Tuesday 11th October 2022 at 7.30pm in Community House

Present – Cllr C Cheta (Chair), Cllr S Griffiths, Cllr D Seabrook, Cllr C Gallagher, Cllr L Duhigg, Cllr A Milliner.

Town Clerk T Allen; Finance Officer Z Malone, Events, Amenities & Projects Officer S Moscatelli.

PF802 CHAIRMAN'S ANNOUNCEMENTS

The Chairman welcomed everyone to the meeting and covered the housekeeping matters.

PF803 PUBLIC QUESTIONS

There were no public questions.

PF804 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

Apologies were accepted from Cllr C Collier & Cllr L Symonds. It was resolved that Cllr Griffiths substitutes for Cllr Symonds.

PF805 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

There were no declarations of interests.

PF806 TO ADOPT THE PUBLIC MINUTES OF 26th JULY 2022

It was resolved to adopt the minutes as a true record.

PF807 TO REVIEW THE 2020/21 FINANCIAL POSITION OF THE COUNCIL YEAR TO-DATE: -

1. Finance Officer's report

The Finance Officer's report was received and noted.

2. Bank account summary

Received and noted.

3. Bank Reconciliation statements (for signing)

Received and resolved for signing.

4. Income & Expenditure report

Received and noted.

5. Balance Sheet

Received and noted.

6. CIL & S.106 report

Received and noted.

Cllr Seabrook noted that the Sutton Avenue Bus shelter project was now complete and that the wording in the CIL report suggested that the whole of Centenary Park was to be resurfaced.

Cllr Gallagher reported on the recent meeting of the CIL TFG.

It was noted that the additional pathway resurfacing work at Centenary Park would have to go out to tender and that the LDC CIL Agreement was still awaited for this project.

7. List of payments (for approval)

It was resolved to approve the September 2022 payments amounting to £131,355.53, as scheduled in the meeting papers.

8. Review of external contracts, SLA's & their ongoing authorisations.

No items for discussion.

9. Funding report for buildings equipment maintenance works.

Received and noted.

PEACEHAVEN TOWN COUNCIL

Minutes of the POLICY AND FINANCE COMMITTEE Meeting – 11th October 2022

PF808 TO DISCUSS THE FIRST DRAFT OF THE 2023/24 BUDGET

The Finance Officer reported that she had held meetings with Committee Chairs which had informed the first draft of the new budget.

Major influences on the new budget were discussed, including increasing energy and staff costs.

Areas of estimated income and expenditure were discussed in detail and the difficulty of producing a balanced budget in the current climate was noted.

Options will be explored to look at the social cost of a new budget and its impact on residents.

PF809 TO DISCUSS THE PROPOSED HIRE CHARGES FOR 2023/24

The process of reviewing hire charges and the involvement of and notification to hirers was discussed.

Letters to hirers, relating increases in hire charges, to be more friendly, informative and offering help for those in financial difficulty.

The inclusion of the Community House foyer in the charging structure was discussed. Finance Officer to review this in readiness for Draft 2 of the new budget.

PF810 TO DISCUSS THE COMMITTEE'S ACTION PLAN AND AGREE ANY FURTHER ACTION

The Clerk reported that the work on the hearing loop in the main hall of Community House was almost complete; ESHRC is awaiting a spare part.

It was noted that all matters relating to the development of the Hub were now in the hands of the TFG set up by Council.

PF811 TO RECEIVE A REPORT ON THE DEVELOPMENT OF THE NEW BUSINESS PLAN

The Clerk noted that the Draft Business Plan had been delivered as specified by the Committee.

Mrs Moscatelli reported that the Plan had been produced in consultation with Committee Chairs, and that any additional feedback was welcomed.

It was noted that this was a living/evolving document.

It was resolved that the Plan would be kept 'fresh' by the Committees, which will decide their own actions, priorities, budgetary impacts & timescales for the elements of the Plan relevant to them.

The Plan will also continue to be reviewed by the Policy & Finance Committee for delivery to the 'new' Council in May 2023.

Mrs Moscatelli was commended for her hard work in producing an excellent first draft of the Plan.

PF812 TO APPROVE AND ADOPT CORPORATE BRAND/IDENTITY GUIDELINES FOR PTC

The Clerk introduced this item and noted that such high-level approaches would raise the standards and profile of the Council.

Mrs Moscatelli presented the Guidelines to the Committee, which were very well received.

It was resolved to adopt these Guidelines.

Mrs Moscatelli was commended for her hard work in producing these Guidelines.

PF813 TO SET UP A TFG TO REVIEW THE COUNCIL'S ALLOTMENT POLICY

It was resolved to set up this TFG, which is to produce a draft Policy update for the next meeting of the Leisure, Amenities & Environment Committee, then to Council for approval of the final draft.

TFG to comprise of Cllrs Seabrook, Gallagher, Sharkey & Sanderson, along with the involvement of the Parks Officer.

PF814 TO SET UP A TFG TO REVIEW THE COUNCIL'S COMPLAINTS PROCEDURE

It was resolved to delay the setting up of this TFG until the outcome of the fact-finding TFG, looking into aspects of a recent complaint case, was known.

PF815 TO RECEIVE AN UPDATE FROM THE HUB TASK AND FINISH GROUP ON RENEWABLE ENERGY

Cllr Gallagher referred to her circulated report and the potential benefits of linking Peacehaven & Telscombe Towns in any energy projects.

It was noted that a feasibility study is to be produced, to include financing options.

PEACEHAVEN TOWN COUNCIL

Minutes of the POLICY AND FINANCE COMMITTEE Meeting – 11th October 2022

PF816 TO DISCUSS & APPROVE I-BOARD REPLACEMENT OPTIONS

After discussion of the options set out in the Finance Officer's paper, it was resolved that a large display screen, allowing lap-top connection, would be purchased; straight away if budget funds are available, or to be provided for in the new budget.

NOTE: In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press were excluded from the rest of the meeting.

PF817 TO ADOPT THE CONFIDENTIAL MINUTES OF 26th JULY 2022

It was resolved to adopt the minutes as a true record.

PF818 AGED DEBT ANALYSIS

The Finance Officer's report was received and noted.

PF819 DATE OF NEXT MEETING – TUESDAY 22nd NOVEMBER 2022 AT 7.30PM

There being no further business, the meeting closed at 21:02.

Minutes of the meeting of the Peacehaven Town Council's POLICY AND FINANCE COMMITTEE held on Tuesday 22nd November 2022 at 7.30pm in Community House

Present – Cllr C Cheta (Chair), Cllr D Seabrook, Cllr C Gallagher, Cllr L Duhigg, Cllr L Symonds, Cllr I Sharkey, Cllr A Milliner.
Town Clerk T Allen; Finance Officer Z Malone.

PF820 CHAIRMAN'S ANNOUNCEMENTS

The Chairman welcomed everyone to the meeting and covered the housekeeping matters.

PF821 PUBLIC QUESTIONS

There were no public questions.

PF822 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

It was resolved to accept apologies from Cllr C Collier and Cllr A Goble.

PF823 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

Cllr Seabrook, re. Item PF837 as a member of the Community Orchard group.

PF824 TO ADOPT THE COMMITTEE'S MINUTES OF 11th OCTOBER 2022

It was resolved to adopt the minutes as a true record.

PF825 TO REVIEW THE 2022/23 FINANCIAL POSITION OF THE COUNCIL YEAR TO-DATE: -

1. Finance Officer's report

The Finance Officer's report was received and noted.

2. Bank account & Bank Reconciliation statements (for signing)

Received and resolved for signing.

3. Income & Expenditure report

Received and noted.

Cllr Seabrook noted that, at two-thirds of the way through the current financial year, the salaries budget was c. 50% spent; however this did not include the recent cost-of-living pay award, which when accounted for puts the salaries expenditure on target.

4. Balance Sheet

Received and noted.

5. CIL & S.106 report

Received and noted.

6. List of payments (for approval)

It was resolved to approve the October 2022 payments amounting to £87,601.22, as scheduled in the meeting papers.

7. Review of external contracts, SLA's & their ongoing authorisations.

No items for discussion.

8. Funding report for buildings equipment maintenance works.

Received and noted.

PF826 TO APPROVE THE 2023/24 BUDGET

The Finance Officer introduced this item and referred to the circulated draft budget papers, which contained two options' giving either a 5% or 10% increase in Precept requirement.

It was noted that, to achieve the 5% option, salary increases were set at 4% and £10K provision for play equipment and provision for tree planting/works had been removed.

It was resolved to recommend a net budget of £749,113 to Council, representing a %5 increase in Precept requirement.

PEACEHAVEN TOWN COUNCIL

Minutes of the POLICY AND FINANCE COMMITTEE Meeting – 22nd November 2022

In taking this decision, the Committee took into account the following factors:-

- Financially difficult times for Peacehaven residents.
- Rising energy costs.
- Salary increases were an unknown factor and reserves could support additional funding in this area.
- The increase in monetary terms was c. 60p per household.
- Other authorities will likely be increasing their own Council Tax requirements, so it was important to keep the Town Council's element as low as possible.

The Clerk noted the following:-

- The latest Band D Tax Base figure is awaited.
- Caution re the possible reliance on reserves to support salary costs.
- Salary cost-of-living, pensions and National Insurance increases are not controlled by the Town Council.

PF827 TO APPROVE THE HIRE CHARGES FOR 2023/24

It was noted that the proposed increases were the lowest that were practical and were included in the Draft Budget figures.

It was resolved to adopt the figures quoted on the spreadsheet circulated with the meeting papers.

Finance Officer to look into Commercial hire charging 'On Request', how these charges are determined, and send a report to the CCE Committee.

PF828 TO APPROVE THE 2022/23 INTERIM INTERNAL AUDIT REPORT & NOTE ACTIONS

The Clerk noted that this was an excellent audit report and the Finance Officer was thanked for her hard work.

Actions quoted for further improvement were noted.

PF829 TO DISCUSS THE COMMITTEE'S ACTION PLAN AND AGREE ANY FURTHER ACTION

The Clerk noted that the hearing loop works in the main hall at Community House had been completed.

It was noted that the planned surveys of Community House remain on-hold as these are being requested as part of the Morrisons redevelopment project.

PF830 TO RECEIVE A REPORT ON THE DEVELOPMENT OF THE NEW BUSINESS PLAN

The Clerk noted that, as actioned by the Committee, the Plan was being reviewed and updated by Committees and updates would be seen by the Committee as they arise.

PF831 TO ADOPT UPDATED HEALTH & SAFETY POLICY STATEMENT

It was resolved to adopt this policy as drafted.

PF832 TO ADOPT UPDATED SAFEGUARDING POLICY

It was resolved to defer discussion of this policy until after the safeguarding training had been completed from which there may be further updates.

Cllr Seabrook noted that the policy for The Orchard, was very comprehensive and worth using in developing the Council's policy

PF833 TO ADOPT UPDATED EQUALITY & DIVERSITY POLICY

It was resolved to adopt this policy as drafted.

PF834 TO ADOPT UPDATED INVESTMENT POLICY

It was resolved to adopt this policy with an amendment to include the following:-

"To exclude investments based in fossil fuels as far as is reasonably practicable".

PEACEHAVEN TOWN COUNCIL

Minutes of the POLICY AND FINANCE COMMITTEE Meeting – 22nd November 2022

PF835 TO ADOPT UPDATED EMAIL POLICY

It was resolved to adopt this policy as drafted.

PF836 TO RECEIVE AN UPDATE ON THE PURCHASE OF AN ELECTRIC VEHICLE

The Clerk related the background to this item and the contract hire costs involved.

It was noted that, at the Council meeting on the 27th September 2022, it was resolved that the Council begins the process of a contract hire/lease agreement for an electric Toyota van by finalising the costs involved with this option.

It was resolved to proceed and purchase this vehicle under contracted terms, as set out at the recent meeting of Council.

PF837 TO RECEIVE THE MINUTES OF THE GRANTS SUB-COMMITTEE MEETING OF 15th NOVEMBER 2022 & APPROVE RECOMMENDED ROUND 2 2022/23 GRANTS

The Clerk noted that the draft minutes of the Grants Sub-Committee meeting would be with the papers for the next Council meeting.

The circulated report of grants proposed by the Sub-Committee was discussed.

The Finance Officer reported that the Sub-Committee was unable to approve the grant for The Orchard as the number of meeting members voting became inquorate, as one Councillor had declared an interest and could not vote.

It was resolved to approve a grant of £272 grant for The Orchard.

It was resolved to approve all the other grants as recommended by the Sub-Committee.

PF838 TO RECEIVE A PROPOSAL FROM PEACEHAVEN PLAYERS

The Finance Officer related the background to this item.

It was resolved to allow a £200 discount towards the room hire fees for the Peacehaven Players Christmas production for 2022.

PF839 TO APPROVE THE FINANCIAL RISK ASSESSMENT

It was resolved to adopt this risk assessment.

NOTE: In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press were excluded from the rest of the meeting.

PF840 AGED DEBT ANALYSIS

The Finance Officer's report was received and noted.

The Finance Officer reported on progress in reducing these debts.

PF841 DATE OF NEXT MEETING – TUESDAY 24th JANUARY 2023 AT 7.30PM

There being no further business, the meeting closed at 20:39.

PEACEHAVEN TOWN COUNCIL

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**Draft Minutes of the meeting of the Peacehaven Town Council Grants Sub-Committee
held at Community House, Peacehaven on Thursday 21 April 2022 at 7.30 p.m.**

Present: - Cllr S Griffiths (Chair), Cllr. D Seabrook, Cllr L Symonds, Cllr R White, Cllr L Duhigg, Cllr C Collier
Kevin Kingston (Locum Town Clerk) Victoria Onis (Admin Officer) & Zoe Malone (Finance Officer).

1 GSC051 CHAIRS ANNOUNCEMENTS

The Chair informed the meeting on the following events:

22 April – Access Group Coffee morning
23 April – Volunteer Day Community Orchard
22 April – Film “The Duke”

2 GSC052 PUBLIC QUESTIONS

There were no public questions.

3 GSC053 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

It was resolved to accept apologies from Cllr Sanderson & Cllr Sharkey. Cllr Duhigg to substitute for Cllr Sanderson.

4 GSC054 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

Cllr Seabrook & Cllr Griffiths as members of the Peacehaven & Telscombe access group

5 GSC055 TO APPROVE & SIGN THE MINUTES OF THURSDAY 25 NOVEMBER 2021

It was resolved to adopt the minutes as a true record of proceedings. Proposed: Cllr Collier Seconded: Cllr Seabrook.

6 GSC056 TO REVIEW THE SERVICE LEVEL AGREEMENTS (SLA) with CAB & CTLA

This wasn't discussed as no reports/papers were included in agenda pack.

It was agreed that the SLA's will be circulated to all members of the Committee for comments. Any comments on the SLA's should be returned to Zoe Malone/Vicky Onis who will update and review the SLA's and present them for discussion at the next Grants Committee later in the year. **Action: Zoe Malone/Vicky Onis.**

7 GSC057 TO DISCUSS AND AGREE RECOMMENDATIONS FOR GRANT APPLICATIONS FOR ROUND 1 2022/23

It was agreed that:

- Zoe Malone would prepare a basic evaluation template that all grant applicants would be asked to complete and return to the Council at the end of year detailing how their grant was spent and what the grant has helped the group achieve and deliver to the residents of the town. This would be a condition of the grant award. **Action: Zoe Malone**
- As a condition of the grant award all successful applicants would be asked to publicise the support of Peacehaven Town Council (by using the Peacehaven Town Council logo) with any promotional material, leaflets and/or social media campaigns. **Action: Zoe Malone**
- that all community groups should be listed on our website.

1. Peacehaven Baby Bank

The Grant application papers were noted and discussed and it was **resolved to recommend a grant of £750.**

It was agreed that Zoe Malone would write to the group and suggest that they should also raise money through events and put them in contact with 3VA for training on money raising. **Action: Zoe Malone**

2. Peacehaven Rainbows

The Grant application papers were noted and discussed and it was **resolved to recommend a grant of £348.50.**

3. Peacehaven Art Club

The Grant application papers were noted and discussed and it was **resolved to recommend a grant of £200.**

4. Peacehaven , Telscombe and East Saltdean Access Group

The Grant application papers were noted and discussed and it was **resolved to recommend that free room hire be given to the group.**

5. 3rd Peacehaven Guides

The Grant application papers were noted and discussed and it was **resolved to recommend a grant of £750.**

The 3rd Peacehaven Guides applied for £800 but our grants policy only allows for a maximum grant award of £750.

6. Peacehaven & Telscombe Football Club

The Grant application papers were noted and discussed and it was **resolved to recommend a grant of £750.**

7. Peacehaven Horticultural Society

The Grant application papers were noted and discussed and it was **resolved to recommend a grant of £750.**

8. Seahaven Fibromyalgia, ME, and CFS Support Group

The Grant application papers were noted and discussed and it was **resolved to recommend free room hire of the Anzac Room & Kitchen for 11 x 2 hour sessions.**

Meeting of Peacehaven Town Council Grants Sub-Committee – 21st April 2022

9. Harlequin studios

The Grant application papers were noted and discussed but, on this occasion and for the reasons detailed below it was **resolved to recommend that no grant would be awarded.**

The Council's grants policy does not provide Grants to businesses. This application was discussed in some detail, and it was felt that more information should be provided by the group on the way the group is organised and run.

The group should be encouraged to provide more affordable access to the group particularly families on low incomes. It was felt that some form of means tested access to the group should be explored to provide for better access and that the group should be encouraged to carry out additional funding raising to support their work.

It was also agreed that they could apply for a Covid grant as a business and it was agreed that a Covid grant application form would be sent to them. **Action: Zoe Malone**

10. Tai Chi

The Grant application papers were noted and discussed and it was **resolved to recommend that the group be offered 5 months free room hire of the Anzac room for 90 minutes per week.**

11. Newhaven & District Model Railway Club

The Grant application papers were noted and discussed but, on this occasion, and for the reasons detailed below, it was **resolved to recommend that no grant would be awarded.**

It was felt that the finances of the group were quite healthy and that as there are only 3 members from Peacehaven and the group have never actually put on an event or exhibition in Peacehaven that we would not be prepared to make an award on this occasion. The group were encouraged to stage an event/exhibition in Peacehaven and thereafter apply for a grant later in the year or in 2023/24.

8 GSC058 THE DATE OF NEXT MEETING CONFIRMED AS 15 NOVEMBER 2022

There being no further business, the meeting closed at 20.45pm

PEACEHAVEN TOWN COUNCIL

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Draft Minutes of the meeting of the Peacehaven Town Council Grants Sub-Committee held at Community House, Peacehaven on Tuesday 15th November 2022 at 7.30 p.m.

Present: - Cllr C Cheta, Cllr S Griffiths, Cllr. D Seabrook, Cllr L Duhigg, Victoria Onis (Admin Officer) & Zoe Malone (Finance Officer).

1 GSC058 CHAIRS ANNOUNCEMENTS

There were no Chairs announcements.

2 GSC059 PUBLIC QUESTIONS

There were no members of the public in attendance.

3 GSC060 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

It was resolved to accept apologies from Cllr Milliner, Cllr Symonds and Cllr Collier, substituted by Cllr Duhigg.

[Cllr Griffiths noted that due to a lack of substitutes from absent Committee members not all business can be conducted tonight as not enough members and no substitutes given. Cllr Griffiths noted that Councillors are not living up to their duties for which they were elected. Cllr Griffiths read from the 'Good Councillor guide']

As a Councillor you have a responsibility to:

- Attend meetings when summoned to do so, the notice to attend a council meeting is in law, a summons, because you have a duty to attend.

Cllr Cheta suggested this can be included in future training documents; Cllr Seabrook confirmed all Councillors have received the 'Good Councilors guide' and should be aware of the procedure.]

4 GSC061 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

Cllr Seabrook as a member of Horticultural Society, and secretary of The Orchard.

Cllr Griffiths as Chair of The Orchard

5 GSC062 TO ELECT A VICE-CHAIRMAN FOR THE COMMITTEE

Proposed by Cllr Duhigg and Seconded by Cllr Seabrook, it was unanimously resolved that Cllr Griffiths becomes the Vice-Chairman of the Sub-Committee.

6 GSC063 TO APPROVE & SIGN THE MINUTES OF THURSDAY 21ST APRIL 2022

It was resolved to adopt the minutes as a true record of the proceedings.

7 GSC064 TO DISCUSS AND AGREE RECOMMENDATIONS FOR GRANT APPLICATIONS FOR ROUND 2 2022/2023

The Deans Senior Tea club

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £300 towards the running of events at three clubs in Peacehaven

Rotary Club of Newhaven

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £200 to support events, entertainment and the running of the club for elderly or vulnerable people.

Telscombe Residents Association

The Grant application papers were noted and discussed

It was noted that due to Peacehaven Town Council having its own residents association that it could not support this group at this time.

1st Peacehaven Rainbows (Girl guides)

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £325.01 towards the purchase of craft equipment and a trip to sky high.

Seahaven Responders (Ambulance Responder team)

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £500 towards the annual fuel costs to provide this service.

Peacehaven Carers wellbeing group

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £275 to support the costs for group to continue and an outing.

ABC fund

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £300 to support local families facing hardship a family day out.

Denton cricket club

The Grant application papers were noted and discussed

Due to the current climate and high level of grant applications it was decided to not support this application.

Kempton house

The Grant application papers were noted and discussed

Due to the current climate and high level of grant applications it was decided to not support this application.

Peacehaven Heights Academy PTA

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £400 towards garden and planting equipment for the school so the children can learn how to grow fruit and vegetables. It was also noted that PTC can provide further advice on Grant Funding from other sources if needed.

Meeting of Peacehaven Town Council Grants Sub-Committee – 15th November 2022

Release Counselling and therapy for women

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £500 towards delivering a 10 week face to face counselling group.

Peacehaven & Telscombe football club

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £500 towards the hire of the all weather pitch.

Family support work

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £500 towards the playscheme 2022/23 which will provide activities for 30 families who may otherwise struggle to access such experiences, this will be held over 12 months.

Peacehaven Community Orchard

This application will be deferred to the next Policy & Finance Committee for a decision, due to only two committee member's being able to vote on this application.

A recommendation was given by Cllr Cheta and Cllr Duhigg that if the application is to be approved the tools requested by the Community Orchard, should also be made available to the Grounds team at Peacehaven Town Council and to be securely locked away when not in use.

Peacehaven Horticultural Society

It was resolved to recommend a grant in the form of use of the Anzac Room for the group's monthly meetings up to the end of the current financial year.

Newhaven Cricket Club

The Grant application papers were noted and discussed

Due to the current climate and high level of grant applications it was decided to not support this application.

Sussex Community Association

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £300 towards the increased demands of the community supermarket. SCA applied for £1000 but our grants policy only allows for a maximum grant award of £750.

Peacehaven Players

The Grant application papers were noted and discussed

It was resolved to recommend a grant of £300 towards the cost of putting on performances in the community, to help towards, hall hire, kitchen, sound and lightening company.

National Coastwatch

The Grant application papers were noted and discussed

Due to the current climate and high level of grant applications it was decided to not support this application.

8 GSC065 GRANT ALLOCATION AND RETURN OF MONIES

The Finance Officer has followed procedure and requested receipts for the expenditure for a grant approved in April 2022. The receipts received showed that the money received from Peacehaven Town Council were not used for the intent and purpose submitted on the application. The group have been notified that the monies may need to be returned as per the Grants Policy.

Meeting of Peacehaven Town Council Grants Sub-Committee – 15th November 2022

It was resolved that the group have two options as per the circulated report;

- Purchase the items as per their grant application and provide receipts by March 2023
- Repay the amount spent on the items that were not submitted on the application

It was resolved that the letter should be sent by the Town Clerk & The Mayor

9 GSC066 TO NOTE THE CURRENT PROCESS & APPROVE SUGGESTED POLICY AMENDMENTS

It was requested that the updated Grants policy be sent to the grants committee for their input and then go to Policy & Finance and Full Council for discussion and approval.

DATE OF NEXT MEETING – THURSDAY 20TH APRIL 2023

There being no further business, the meeting closed at 21.27

ORGANISATION	2022/23 April First round awarded	2022/23 November Second roundAmount Requested	other grants applied for	Summary of reasons for grant request	Approved Yes / No	Amount approved by Council for November 22/23	Comments on Decision
The Deans Senior Tea Club		£ 750.00		Towards the running of events at three clubs in Peacehaven. No other grants declared but was approved (12th Sept) for £250 from Telscombe towards room hire/entertainment for the Telscombe Tea club	3	£ 300.00	
Rotary Club of Newhaven		£ 250.00	£ 250.00	To support a christmas party for up to 100 elderly or vulnerable people. The Club have also applied to Newhaven TC for same reason and £250. This was declared on application. N/HAVEN meeting 8th November.	2	£ 200.00	
Telscombe Residents Association		£ 377.22	£ 377.22	Towards the running costs, room hire, insurance and admin costs. It is noted that the group has been approved for a grant with Telscombe (12th sept) for £215 to go towards PL insurance and the balance for room hire. This was declared on application.	No	£ -	
1st Peacehaven Rainbows (Girl Guides)	£ 348.50	£ 325.01		To purchase 6x Hi Vis vests. Paints, aprons and table protectors and a trip to sky high.	1	£ 325.01	
Seahaven Responders (Ambulance Responder Team)		£ 700.00		Towards the fuel for the response vehicle when responding to local 999 emergency calls and undertaking defibrillator checks.	1/2	£ 500.00	
Peacehaven carers wellbeing group		£ 500.00		Wellbeing group for carers to meet for support and relaxation. Grant would be to support the cost of tickets to a pantomime.	2	£ 275.00	
ABC Fund		£ 750.00		To purchase tickets for knockhatch or a day out on the Pier. Has also applied to co op unknown amount	2	£ 300.00	
Denton Cricket Club		£ 700.00	£ 1,000.00	towards playing equipment for winter practice and next summer I have contacted the housing group to try and find out of the 1000 was awarded in march 2022. Housing group wont confirm.	3	£ -	
Kempton House		£ 750.00		to help support towards the cost of a new kitchen floor.	3	£ -	
Peacehaven Heights Academy PTA		£ 750.00		To purchase Planting equipment.	2	£ 400.00	+advice
Release Counselling and therapy for women		£ 750.00	£ 600.00	To help deliver a 10 week face to face counselling group. Recently received £600 from the house project and have also applied for a small grant to magic little grants.	1/2	£ 500.00	
Peacehaven & Telscombe Football club	£ 750.00	£ 1,000.00	£ 500.00	to enable to continue offering development in the grass roots football all year round, covering costs of hiring all weather pitch It is noted that the group have recently been approved for a grant with Telscombe (12th sept) for the purchase of a 3G pitch	1	£ 500.00	
Family Support work		£ 750.00		funding towards playscheme 2022/23	1/2	£ 500.00	
Peacehaven Community Orchard		£ 272.00		to purchase equipment for the Community Orchard.	1	£ 272.00	Recommendation Only
Peacehaven Horticultural Society	£ 750.00	£ 252.00		room hire £42 per month	2	£ 252.00	
Newhaven Cricket Club		£ 340.00			3	£ -	
Sussex Community Association		£ 1,000.00		to support the increased demands of the community supermarket.	2	£ 300.00	
Peacehaven Players		£ 750.00		towards the cost of putting on performances hall hire/kitchen/sound and lighting company	2/3	£ 300.00	
National coastwatch		£ 3,000.00		requests sum up to 3k. Towards refurbishment of the look-out observation floor.	No	£ -	
Budget 4926.63		£ 13,966.23				£ 4,924.01	
						£ 2.62	

[illegible]



Peacehaven Town Council
Grant Application Policy and Guidelines.

1. HOW DOES THE POLICY OPERATE?

The Council is committed through this policy to promote Peacehaven Town as a vibrant, active and sustainable community and to contribute to the development of various projects and services that benefit the community. In so doing, the Council is aware of its responsibility for public funds and for the distribution of these funds to be managed in accordance with proper standards. A grant payment is made by the Council for the specific purpose it is claimed for.

There are three types of grant available:

- a) Large Grants** are for grants over £750
for organisations with a service level agreement with Peacehaven Town Council
- b) Small Grants** for grants up to £750
for voluntary / community group, registered charity, not for profit organisation of Community interest Company (CIC).
- c) Grants to cover room hire**

2. WHO CAN APPLY?

The following organisations may apply to the Town Council for a Grant (applications from Commercial entities, businesses, political groups/parties, or individuals will not be considered).

- Charitable and non-profit making organisations based in Peacehaven. Established for charitable, benevolent, social, cultural, recreational or philanthropic purposes with a clearly stated social ambition for the community of Peacehaven.
- National Charitable organisations, but only to local branches where the grant can be seen to directly benefit Peacehaven residents.
- A Peacehaven based club/association/charity/sports club serving a specific section of the community or the community as a whole. A more socially inclusive group will likely be more successful in their application.

- A social enterprise which can demonstrate that their initiative(s) will have a positive and sustainable impact on Peacehaven.

3 APPLICATION REQUIREMENTS

- Grants can only be used for the purpose stated on the application.
- Grants must be fully utilised within 6 months of the date of the grant payment and documentation of the spend **will** be required.
- Only one application can be made in any twelve-month period.
- Where a grant has been awarded and the money not spent either in part or in total, all remaining monies must be returned to the council.
- Should the organisation disband or merge with another during the period of the grant, the council may ask for return of all or part of the monies.
- If you have, or intend to apply for the same Grant from any other organisations you must state this on the application.
- Support from Peacehaven Town Council through the award of a grant must be acknowledged where appropriate on any publicity and promotional material including posters, advertisements, press releases and leaflets.
- Funding cannot be used for any activity that may be party-political in intention, use or presentation, or to propagate a religion or belief.
- Be able to demonstrate sound financial management. Ideally last year's audited set of accounts should be provided.
- Where other funding is required, the grant is conditional on the other funding also being available.
- The Council reserves the right to reclaim any grant monies not being used for the purposes specified on the application form.
- Applications will only be considered and assessed if submitted by the published deadline and are accompanied by all supporting documentation.
- In the case of a Grant for infrastructure/equipment maintenance and/or improvement purposes, a minimum of two estimates for the work/equipment specified is required.
- Applications must be made on the correct application form for the level of grant sought and be in the name of the organisation to which the grant is to be awarded with all relevant details completed.
- Applications from groups who have an outstanding loan with or who are financially indebted to the Council will not be considered. Applications for

projects that are the statutory responsibility of other authorities will also not be considered.

- Applications for projects or activities already delivered (entirely or otherwise) will not be considered.
- Projects or activities where there is a large shortfall between the grant value and total project/activity cost, are unlikely to be successful. Those projects which simply replace existing facilities without significant improvement will also not be considered.
- Able, where appropriate, to demonstrate that Child and Vulnerable Adult Safeguarding measures are in place, usually in the form of an appropriate policy that requires those working directly with children and vulnerable adults to be DBS checked and approved.
- Retrospective applications will not be considered

4. CRITERIA FOR SELECTION

- a) Sustainability – Are the aims and objectives of the project clear? Projects must demonstrate sustainability and long term value for money.
- b) Management – Has the organisation obtained the correct permissions, have they nominated a responsible person to ensure that the project will be implemented, are they acting within current legislation? Only projects that are properly managed and compliant will be funded.
- c) Need – There should be clear evidence of the need for the project.
- d) Co-Funding – Projects where other funding has been obtained are more attractive. Have any other fund raising activities taken place?
- e) Self-help measures – Projects where self-help measures have been put in place are more attractive.

5. THE GRANTS PROCESS & APPLYING FOR A GRANT

Grants are considered by the Grants Sub-Committee which is usually held twice a year in April and November

- Peacehaven Town Council will publicise the timescale for grant applications and awards via the council's website <https://www.peacehaventowncouncil.gov.uk/> and/or other social media channels.
- Grant applications can be submitted electronically to townclerk@peacehaventowncouncil.gov.uk or by hard copy to the council offices at Community House, Meridian Centre, Meridian Way, Peacehaven, East Sussex, BN10 8BB

- All eligible applications will be assessed on their individual merits against clear and consistent criteria. Any award made may not necessarily be for the full amount applied for.
- Incomplete or incorrect forms will be returned so that full information is provided by the Grants Sub Committee. If you need help completing the application form please contact the Town Clerk.

6. IF YOU ARE SUCCESSFUL

If you are successful you will be notified by the Council in writing and payment of grants will be either by Cheque or Bacs to the organisation specified on the application form. Please ensure that the bank account details provided are correct.

Financial support from the Council should be acknowledged in any publicity relating to the project and in the organisation's annual report. Copies of this material should be sent to the Council. Where possible, items purchased with Council's support should be marked as such.

The funding may only be used for the purposes set out in the grant application. If it transpires that funding cannot be utilised for the agreed purpose you must notify the Council at the earliest opportunity.

Room hire grants will be credited to your account each time you use a room.

7. ON COMPLETION OF THE PROJECT

Confirmation that the project has been completed is to be given by the "Project End Date" using the **Grants return form** provided on approval. The confirmation should verify that the funding has been used for the agreed purpose. A brief statement showing how the grant was spent and how successful it was will be required.

If for any reason the entire grant monies are not fully used then the surplus must be returned.

For large grants you may be asked to provide a presentation for the Annual Town Meeting on the use of the grant.

Adopted by Peacehaven Town Council ///
To be reviewed ///

Agenda Item:

Committee: full council

Date:

Title: Allotment policy review

Report Authors: The Allotment TFG

Purpose of Report: to approve

Introduction

PTC has an allotment policy which is given to all allotment holders and published on the web site, attached is the new draft of the policy for councillors to approve.

Background

Recently there has been an issue with the wording of the policy and the fact the policy needed to be reviewed and updated

Analysis

Over the years the policy has been updated and this had led to it becoming a protracted document with many parts now obsolete or in need of clarification, so a TFG was set up to carry out a review.

Conclusions

The TFG used another council policy as a reference point to make sure the wording was clear and correct, and the new draft policy is attached

Recommendations

The committee are asked to

1. Agree to the new allotment policy and that it can be adopted from January 2023

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u> <ul style="list-style-type: none">• Use of capital?• Replacement of asset?• Reduced expenditure?• Increased income?• Budget provision?	Zero cost
<u>Legal</u>	The policy helps to cover PTC in the event of any issues that may arise
<u>Environmental and sustainability</u>	
<u>Crime and disorder</u>	
<u>Social value</u>	The policy will help the allotment holders and nearby houses work together in harmony.
<u>Climate</u> <ul style="list-style-type: none">• Carbon footprint?	

Appendices/Background papers



PEACEHAVEN TOWN COUNCIL **ALLOTMENT TERMS AND CONDITIONS / CORNWALL AVENUE 2023**

Peacehaven Town Council owns and manages an Allotment Garden at Cornwall Avenue. Allotments can be rented by residents of Telscombe and Peacehaven Town Council on a first come first served basis and with written agreement to a contract and Rules. PTC as freeholder and manager retains the right to have the final word on all aspects of Allotment Garden.

All Allotments at Cornwall Avenue may be divided in half when they come available and that they will be offered to the next available person on the list that does not already have an allotment. Multiple hire is allowed but only when those who have no plot at all have already been asked and have turned down the plot

The charge for the allotments from 1st January 2023 is £33 per full plot and £22 per half plot

**THIS PAGE HAS BEEN RENUMBERED TO TAKE INTO ACCOUNT ALMALGAMATION OF
APPENDIX AND CHANGE TO CLEAR ENGLISH**

Contents Page

Introduction, Background, Purpose, Equality and Diversity, Harassment Monitoring and Review, over-riding statement

Section 1 Qualifications for Allotment Tenancies - Allocation

Section 2 Allocations

Section 3 Co-workers / Plot Partners

Section 4 Rent

Section 5 Use of Land

Section 5 Cultivation

Section 6 Use of Chemical Sprays and Fertilisers

Section 8 Nuisance

Section 9 Subletting of Allotments

Section 10 Vehicles

Section 11 Trees, Shrubs and Materials

Section 12 Hedges, Fences, and Boundary Features

Section 13 Erection of sheds, greenhouses, polytunnels and compost containers

Section 13a Dimensions

Section 13b Construction Materials

Section 13c Compost Containers and Polytunnels

Section 13d Siting

Section 14 Water Holding

Section 15 Restrictions on Cropping

Section 16 Depositing Refuse / Disposal of Rubbish

Section 17 Bonfires / Burning Rubbish

Section 18 Children

Section 19 Dogs

Section 20 Livestock

Section 21 Bee Keeping

Section 22 Not to Display Advertisements

Section 23 Inspection

Section 24 Disputes

Section 25 Termination of Tenancy

Section 26 Service of Notices

Section 27 Change in circumstances

Section 28 Failure to comply

Section 29 Legal Obligations

Section 30 Special Conditions

Section 31 Enforcement

Section 32 Power of eviction

Section 33 Amendment of these Terms and Conditions

Introduction

Allotments are an important asset, providing a wide range of benefits to both communities and the environment. They are not just a way of producing good and low-cost food, though this remains important. They offer recreation involving healthy exercise, social contacts and the fun and challenge of growing a variety of fruit, vegetables, and flowers, this will improve your well-being.

Background

Peacehaven has an allotment site at Cornwall Avenue under their management. Nationally there is a shortage of available allotments, with waiting lists for sites in Sussex. Many sites are managed by Town and Parish Councils or allotment societies.

Purpose

To establish the principles which will guide the establishment and management of the **allotment site**. It will define the responsibilities of each party. This would lead to improved sites and create greater community ownership of allotments. The policy seeks to encourage and increase the use of allotment sites for existing and potential plot holders. It puts in place a framework to develop and manage allotments in partnership with users.

The **document will:**

- set standards for the provision of allotments
- encourage the uptake of allotments
- seek to improve the standard of service provision
- evaluate the benefits derived from allotments
- **Improve the fairness of provision of the allotments**

Equality, Diversity, and inclusion

The Rules of the allotments and their enforcement across Peacehaven will benefit all residents, workers and visitors by providing a safer environment, fairer access to allotments and increased health benefits.

Harassment

Peacehaven Town Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of allotment tenants.

All tenants are expected to comply with the Council's policies in respect of harassment and discrimination. Harassment or non-verbal conduct may be of a specific racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct.

Complaints about harassment are to be referred to the Council. The Council will endeavour to protect tenants against victimisation for making or being involved in a complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwarranted and/or offensive and must stop.

Monitoring and Review

Officers of the Council will monitor the impact of any price changes following implementation of a revised pricing structure.

These Terms and Conditions are intended to improve the management of the Council's existing stock of allotments by controlling lettings and operations and will be reviewed in line with corporate guidelines.

Overriding Responsibility Statement

Peacehaven Town Council has overriding responsibility for the management of the allotment gardens. There may be exceptions to these rules, the Council retains the right to make decisions contrary to or in addition to those detailed in this document.

Allotment Terms and Conditions

1. Qualifications for Allotment Tenancies

Peacehaven Town Council will only grant new allotment garden tenancies to people living within the administrative boundary of the Peacehaven who are a minimum of age 18 years old. The allotment garden can only be held in one name at a time, and joint tenancy agreements will not be allowed. (But see Co-workers heading below). **Only one allotment can be allocated to each household.**

When an allotment falls vacant due to death of the tenant, the tenant's **immediate** family can take over the allotment garden **if they fit the criteria set out above.**

Once a tenant permanently moves out of the Peacehaven boundary, they will be required to give up the tenancy of their allotment garden. Existing tenants who already live outside of the Town of Peacehaven will be allowed to retain their allotment garden to be reviewed annual

2. Allocation

Allotments will be offered on a "first come, first served" basis and where required a waiting list will be held by the Council, **Individuals** will be placed on the list in date order upon receipt of a completed application form.

When a plot becomes vacant it will be offered to the person at the top of the list. Should the person at the top of the list decline **two offers** of a plot they will be removed from the list. **A new application can be submitted** however, it will be the new application date which will **determines** their position on the list i.e., at the end of the list

The Council reserves the right not to grant an allotment garden tenancy where there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation issues.

3. Co-workers / Plot Partners

A co-worker is someone who assists the allotment garden tenant with the maintenance of an allotment garden. However, co-workers have no legal tenancy rights and are not responsible for any part of the annual rent. Subletting to co-workers is not permitted and the tenant must have a regular involvement in the maintenance of the allotment garden. The tenant will always be responsible for the maintenance of the plot even if **they** choose to nominate a co-worker.

4. Rent

Allotment garden rent is payable in advance to the Council on the first day of February each year without any deduction, (except as provided by law), and throughout the continuation of the allotment garden tenancy. The rent invoice must be paid in full within 28 days of receipt after which period the Council can legally give 30 days' notice to quit for non-payment or any shortfall in payment. Allotment garden rents will be reviewed **annually**

Allotment garden rents will be based on the area of the allotment.

Allotment Plot Size:

Full Plot = 112 Metres square 133 Yards Square approx.

Half Plot = 56 Metres square 67 yards Square approx.

5. Use of Land

The land is to be used solely as an allotment garden in accordance with the relevant Allotment Acts and this Terms and Conditions document. Any business use is strictly prohibited.

6. Cultivation

Tenants must keep their plots clean and tidy and in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that a minimum of 75% of the plot area is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. The remaining 25% of the allotment area is to be kept tidy. The tenant must take all reasonable steps to eradicate **persistent** weeds such as thistles, ground elder, nettles, ragwort, and brambles and ensure that they do not spread to other plots. Tenants must not cause a nuisance to other plot holders by allowing weeds to seed.

The tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment garden.

7. Use of Chemical Sprays and Fertilisers

The use of chemicals on the allotments is prohibited unless permission is applied for from Peacehaven Town Council if permission is granted chemicals can only be applied by a person with a current spraying certificate and in suitable weather conditions. It is also Peacehaven Town Councils policy that Glyphosate based chemicals are not to be used on any council owned land.

The use of fertilisers is allowed, with a preference for organic based products to be used, proper precautions should be taken to avoid any adverse effects on neighbouring plots or the environment.

8. Nuisance

The tenant must not cause or permit any nuisance, annoyance or cause any offence to the occupier of any other allotment garden or to the owners or occupiers of any adjoining or

neighbouring land nor to obstruct or encroach on any path or set out by the Council or used by the owners or occupiers of any adjoining or neighbouring property.

A 60cm (2 feet) boundary must be maintained between the allotment and any adjoining boundary fence line and kept clear of debris, and not used for produce growing or storage.

Any allotment garden tenant found guilty in a court of law of offences involving the allotment garden or other tenants will be given immediate notice to quit. The same will apply if in the reasonable opinion of the Council the tenant has threatened, used violence and or intimidation against other allotment garden tenants or the owners or occupiers of adjoining or neighbouring property.

9. Sub-letting of allotments

The tenant may not sub-let, or part share the allotment.

10. Vehicles

The allotment garden tenant must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment garden. Tyres must not be brought onto allotment garden sites.

11. Trees, Shrubs and Materials

The tenant may not, without the written consent of the Council, cut or prune any timber or other trees or take, sell, or carry away any mineral, sand, earth or clay. Please contact Peacehaven Town Council if any mature trees need attention. No ornamental or forest trees or shrubs should be planted on the allotment garden. See restrictions on Cropping below for advice on fruit growing.

12. Hedges, Fences, and Boundary Features

The tenant will keep every hedge on the boundary of the allotment garden properly cut and trimmed to a maximum height of 1½ metres, keep all drainage ditches properly cleansed and maintained. No boundary fence should be interfered with and the 60cm gap kept clear of debris. The tenant must not erect any fence sub-dividing any allotment garden **without the written consent of the Council**. Allotment plots are permanent fixed features, tenants must not alter or move the boundary fences on their plot. Rubbish must not be piled against fences as this can cause them to lean or rot and impedes any maintenance. Any boundary disputes should be referred to the Council to determine

The tenant of an allotment garden must not use barbed wire or razor wire.

13. Erection of sheds, greenhouses, polytunnels and compost containers

There is to be no construction, extension or changes to existing sheds, greenhouses, polytunnels without written prior permission from Peacehaven Town Council. A plan is to be submitted with drawings and sizes. Only a single shed and either a greenhouse or polytunnel will be permitted. Sheds should be used only for storing materials for use on the allotment garden.

There is to be a gap of 2 feet or 60cm left clear between an allotment plot and residential properties and fences.

The roof sides and surrounding area must be kept clean and tidy at all times.

Tenants are entirely responsible for the security of sheds and contents and for providing their own insurance cover.

The risk of break in is high and it is not advisable to store any valuable items in sheds. All items are stored at the tenant's own risk.

All sheds and greenhouses must be kept in good order.

13a Dimensions

No permanent foundations are to be laid, the shed, greenhouse or polytunnel may be supported on a temporary foundations not exceeding 9 inches 0.229 metres in height and laid dry

The maximum size of a shed, greenhouse or polytunnel permitted is 7ft height (2.1 metres) at the apex, length 8ft (2.44 metres) x width 6ft (1.83 metres).

13b Construction Materials

For Sheds Greenhouses

- i) Metal approved manufactured design.
- ii) Timber approved manufactured design or self-constructed of clean sawn woods. Cladding planed soft wood, shiplap or weather boarding.
- iv) Glazing in greenhouse must be with glass or horticultural PVC materials. Thin polythene sheeting is not permitted.
- v) Finish – to be painted green or treated with a suitable wood preservative at three yearly intervals. The greenhouse may be painted white and aluminium paint may also be used.

13c Compost containers and poly tunnels

Compost Containers Maximum permitted 4ft x 6ft x 2ft 6in (1.2m x 1.8m x 0.7m), construction: approved wood, mesh or manufactured design

Poly tunnels Maximum height 7ft (2.1metres) at apex Maximum Length 6ft (1.8metres)
Maximum Width 6ft (1.8Metres)

Construction clean sawn timber, metal or approved manufactured design. Covering clean heavy gauge polythene sheeting or mesh.

13d Siting

Where possible at the rear of the plot as per prior written permission from Peacehaven Town Council.

14. Water holding

Tenants who have a water holding implement on their allotment garden are responsible for the safe maintenance of it and for providing and maintaining a strong, raised well surround and cover. **any water overflow from the water butt must be directed away from any boundary fences.** No new wells or submerged water holding devices may be dug at all.

15. Restrictions on Cropping

Tenants may grow any kind of vegetables, flowers, soft fruit, herbs, or longer-term edible crops. Fruit trees or bushes may be planted only if they are of dwarf stock and should be sited where they will not create an obstacle or nuisance to others as they grow.

No more than 30% of a plot holder's total land (by area) may be given over to fruit trees and they must ensure that the surrounding areas are kept weed free and neatly mown.

16. Depositing Refuse / Disposal of Rubbish

The tenant is responsible for disposing all of their rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment garden site, (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any refuse or decaying matter in the hedges or ditches adjoining the land. Tenants must not add to any illegal rubbish dumped on the site. The use of old carpets as a weed suppressant is prohibited on any Council allotment garden. As a temporary measure, polythene sheeting or cardboard may be used.

Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment garden or put onto an allotment garden compost heap.

17. Bonfires / Burning Rubbish

Bonfires and Barbecues are not allowed on the allotments.

18. Children

Children are welcome on allotment garden sites but must be carefully supervised by a responsible adult at all times.

19. Dogs

The tenant must not permanently keep or kennel any dogs on the land, and any dogs temporarily brought on to the allotment by the tenant must be securely held on a leash. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

20. Livestock

The tenant must not, keep any animals of any kind on the land.

21. Bee Keeping

Although the keeping of honeybees cannot be granted automatically, the Council will support beekeeping on its allotment sites wherever it is appropriate. Applications must be made in writing to Peacehaven Town Council, and we will then carry out limited consultations on site. Each application will be determined on its own merits. Peacehaven Town Council recognises the ecological importance of all bee species and wishes to support initiatives to increase the number of bee colonies.

22. Not to Display Advertisements

The tenant is not to display or permit to be displayed on any part of the allotment garden, any sign, notice, placard, advertisement or writing of any kind, other than the plot letter or number.

Breach of rules could lead to termination of the tenancy agreement.

23. Inspection

The tenant will permit any officer or member of the Council, or other Council appointed agent **or the police**, to enter on to the allotment garden **or any structure on it** at any time to inspect its state and condition.

24. Disputes

Disputes between tenants which cannot be resolved on site should be referred to the Council. The written decision of the Council will be binding on all tenants involved in the dispute.

25. Termination of Tenancy

The tenant must hand back to the Council vacant possession of the allotment garden on the determination of the tenancy, in a condition consistent with the due performance by the tenant of the provisions of these rules.

26. Service of Notices

Any notice may be served on a tenant either personally or by leaving it at their last known address or by registered letter or by recorded delivery addressed to the tenant.

27. Change in circumstances

It is the responsibility of all applicants to keep the council informed of any change in their personal details. The Council will write annually to those on waiting lists to ensure details are correct and whether they wish to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication sent to a previous or out-of-date address will still be deemed to have been delivered to the tenant. Tenants who are unable to work their plot as a result of illness or have other reason for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a notice to quit with immediate effect

28. Failure to Comply

Allotment garden sites and plots will be regularly inspected by the Council, and tenants who fail to comply with this lettings policy will be contacted and requested to address any issues raised with them. Failure to comply with any such notice may result in further warnings and ultimately the Council has the power to give tenants Notice to Quit as per the allotment garden tenancy agreement between the Council and allotment garden tenant

29. Legal Obligations

The tenant of an allotment garden must at all times observe and comply fully with all laws / regulations.

THE COUNCIL IS NOT LIABLE FOR ANY LOSS (INCLUDING BY ACCIDENT, FIRE, THEFT OR DAMAGE OF ANY TOOLS OR CONTENTS OF SHEDS AND GREENHOUSES).

30. Special Conditions

The tenant of an allotment garden must observe and perform any other special conditions the Council considers necessary to preserve it from deterioration of which notice is given to applicants for the allotment garden in accordance with these rules.

31. Enforcement

The following enforcement procedure will apply:

- a) Informal Warning – Tenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance.
- b) Formal Warning – Tenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.
- c) Notice to Quit – Tenants who fail to respond to a formal warning within 30 days will be given notice to quit.

32. Power of eviction

In the event of a serious breach of the Tenancy Agreement, the council reserves the right to serve immediate notice to quit, without progression through stage a) and b) of the procedure.

33. Amendment of these rules

Peacehaven Town Council reserves the right to amend these rules at any time.

Contact details and for further information or queries please contact:

Allotments, c/o Information Office, Community House, Meridian Centre, Greenwich Way,
Peacehaven, BN10 8BB

Telephone 01273 585493

Agenda Item: C968-b-xii
Committee: Full Council
Date: 6th December 2022
Title: Disposal of assets - old equipment
Report Authors: Kevin Bray
Purpose of Report: To approve

Introduction

PTC has not taken delivery of the new battery powered hand equipment; these replace all of the 2 stroke petrol equipment the groundstaff use. The old equipment now needs to be disposed of and a decision on how this is done is required.

Background

The decision was made to renew the handheld equipment and to purchase battery powered equipment instead of petrol as part of the climate emergency.

Analysis

The old equipment includes strimmer's, hedge cutters, chainsaw and very old walk behind mowers, the parks officer has had a quote from AMP services of a maximum of £50 inc vat each for the strimmer's and hedge cutters with the rest of the equipment too old for them to resell.

Some of the groundstaff have shown an interest in buying a couple of items

Conclusions

The equipment is old and well used so has little monetary value to PTC

Recommendations

The council are asked to recommend

1. Allowing the groundstaff to purchase equipment at £50 each inc vat
2. Any surplus to be offered to AMP services
3. Any items left to be recycled at the waste metal company in Newhaven.

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u> <ul style="list-style-type: none">• Use of capital?• Replacement of asset?• Reduced expenditure?• Increased income?• Budget provision?	Disposal of assets
<u>Legal</u>	
<u>Environmental and sustainability</u>	Old equipment to be recycled if not sellable
<u>Crime and disorder</u>	
<u>Social value</u>	
<u>Climate</u> <ul style="list-style-type: none">• Carbon footprint?	

Appendices/Background papers



PEACEHAVEN TOWN COUNCIL

TONY ALLEN
TOWN CLERK
TELEPHONE: (01273) 585493 OPTION 6
FAX: 01273 583560
E-MAIL: Townclerk@peacehaventowncouncil.gov.uk

TOWN COUNCIL OFFICE
MERIDIAN CENTRE
MERIDIAN WAY
PEACEHAVEN
EAST SUSSEX
BN10 8BB

Minutes of the meeting of the Peacehaven Town Council Personnel Committee held at 7.30pm on Thursday 7th July 2022 in Community House, Peacehaven

Present – Cllr. D Seabrook (Chairman), Cllr C Gallagher, Cllr G Hill, Cllr C Collier, Cllr S Griffiths. Town Clerk, Tony Allen. Sue Moscatelli, Events, Amenities & Projects Officer.

E242 CHAIRMAN'S ANNOUNCEMENTS

The Chairman welcomed everyone to the meeting and covered the housekeeping arrangements.

E243 TO CONSIDER APOLOGIES FOR ABSENCE

Apologies were accepted from Cllr K Sanderson, Cllr Symonds & Cllr Veck. It was resolved that Cllr Griffiths will substitute for Cllr Symonds and Cllr Hill will substitute for Cllr Veck.

E244 TO RECEIVE DECLARATIONS OF INTEREST FROM MEMBERS

There were no declarations of interests.

E245 TO ELECT A VICE-CHAIRMAN FOR THE COMMITTEE

It was resolved that Cllr Sanderson will be the Committee's Vice-Chairman.

E246 TO ADOPT THE PUBLIC MINUTES OF 31st March 2022 MEETING

It was resolved to adopt these minutes as a true record.

E247 TO SELECT MEMBERS TO SERVE ON THE STAFFING & STRUCTURE REVIEW TASK & FINISH GROUP

It was resolved that Cllr Seabrook and Cllr Sanderson would form this TFG.

It was agreed to wait a few months before the next meeting of the TFG, to allow the new members of staff to settle in.

E248 TO REVIEW THE COMMITTEE'S TERMS OF REFERENCE

[To be taken at the Committee's next meeting.]

NOTE: *In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press are excluded from the discussion of the following items.*

E249 TO ADOPT THE CONFIDENTIAL MINUTES OF 31st March 2022 MEETING

It was resolved to adopt these minutes as a true record.

E250 TO REVIEW THE COMMITTEE'S ACTION PLAN

The Clerk reported that all staff appraisements had been completed.

The other items on the Action Plan were on the meeting's Agenda.

Minutes of Peacehaven Town Council Personnel Committee – 7th July 2022

E251 TO REVIEW COMMITTEE'S BUDGETARY POSITION

The Chairman reported that the salaries budget was underspent, noting that the 2022/23 cost-of-living increases had yet to be agreed and applied.

E252 TO NOTE PROGRESS OF EMPLOYMENT/RECRUITMENT & AGREE REQUIRED ACTIONS

The Clerk and Mrs Moscatelli reported on employment, recruitment and probationary matters. Actions were agreed and resolved.

E253 TO REVIEW THE TRAINING PROGRAMME

The Chairman reported that he and the Clerk had reviewed the training requirements for staff and Councillors, noting that planned expenditure was within budget. Additional requirements were discussed, agreed and resolved.

E254 TO SET UP A TASK & FINISH GROUP TO REVIEW THE REPORT FOR AN OFFICIAL COMPLAINT & DRAFT AN ACTION PLAN

It was resolved that Cllr Hill and Cllr Sanderson should form this TFG, to produce an action plan from the report's recommendations, for the Committee's next meeting.

E255 DATE OF THE NEXT MEETING – TO BE AGREED

Thursday 8th September 2022 at 7.30pm.

There being no further business, the meeting closed at 20:12.



PEACEHAVEN TOWN COUNCIL

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DRAFT Minutes of the meeting of the Personnel Committee held in the Anzac Room, Community House on Tuesday 18th October 2022 at 7.30pm

Present: Cllr David Seabrook (Chair), Cllr Lucy Symonds (Chair of Council), Cllr Wendy Veck, Cllr Cathy Gallagher.

Officers: George Dyson (Deputy Town Clerk & Civic Officer).

No members of the public were in attendance.

1. E256 CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:30, welcomed everyone, went through the building fire procedures, and asked for phones to be put onto silent.

2. E257 TO CONSIDER APOLOGIES FOR ABSENCE

Apologies were received and accepted for Cllr Katie Sanderson, Cllr Chris Collier, and Tony Allen (Town Clerk).

Cllr Cathy Gallagher was noted as absent initially, however arrived at 19:31.

3. E258 TO RECEIVE DECLARATIONS OF INTERESTS FROM MEMBERS

There were no declarations of interest.

4. E259 TO ADOPT THE PUBLIC MINUTES OF 7TH JULY 2022 MEETING

Proposed by: Cllr Veck. Seconded by: Cllr Symonds.

The minutes of the above meeting were **resolved and adopted**.

NOTE: In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press are excluded from the discussion of the following items.

5. E260 TO ADOPT THE CONFIDENTIAL MINUTES OF 7th July 2022 MEETING

Proposed by: Cllr Symonds. Seconded by: Cllr Veck.

The minutes of the above meeting were **resolved and adopted**.

6. E261 TO REVIEW THE COMMITTEE'S ACTION PLAN

Action Plan items are on the Agenda separately.

7. E262 TO REVIEW COMMITTEE'S BUDGETARY POSITION

The Committee discussed the budgetary position.

8. E263 TO REVIEW COMMITTEE'S BUDGETARY REQUIREMENTS FOR 2023/24

The Chair informed the Committee that he has spoken with the Finance Officer about the budgetary requirements and that the Finance Officer is putting together several different scenarios for the 2023/24 budget.

9. E264 TO REVIEW THE COUNCIL'S TRAINING PROGRAMME

The Chair informed the Committee that Customer Service and Climate Change training is being arranged.

10. E265 REPORT FROM THE TASK & FINISH GROUP SET UP TO REVIEW THE REPORT FROM STEVE BRIGDEN REGARDING AN OFFICIAL COMPLAINT & DRAFT ACTION PLAN

The Committee deferred this item.

11. E266 TO SIGN-UP TO THE 'THE CIVILITY AND RESPECT PLEDGE' & DEVELOP A 'DIGNITY AT WORK POLICY'

It was proposed that the Committee recommend The Civility and Respect Pledge to the Council.

12. E267 TO CONSIDER THE USE OF THE EMPLOYEE ASSISTANCE PROGRAMME

After a brief discussion, it was proposed that the Committee support the recommendation to implement an Employee Assistance Programme.

13. E268 TO RECEIVE A REPORT ON THE ANNUAL STAFFING STRUCTURE REVIEW

There was a discussion around the proposed job roles.

The Chair explained that the roles are a work in progress, and that the appointed TFG will be meeting with the Town Clerk to discuss further.

14. E269 TO RECEIVE A REPORT ON STAFFING MATTERS:-

1. Probation.

- a. It was noted that Mrs Moscatelli had successfully completed her probation period and was now confirmed in the position of Events, Amenities & Projects Officer.
- b. It was noted that Mr Dyson had successfully completed his interim probation review.

Cllr Symonds added her thanks to Mr Dyson for his support with the Mayoral and Civic duties, and in particular the recent response to Operation London Bridge.

The Committee also added thanks to both Mrs Moscatelli and Mr Dyson for their positive and can-do attitudes in their job roles.

2. Sickness Absence.

Current matters were discussed.

3. Other staffing matters.

There were no additional items for discussion.

15. E270 DATE OF THE NEXT MEETING

The date of the next meeting was **agreed** as 1st December 2022.

There being no further business the meeting ended at 20:53.

Agenda Item: C968-c-iv

Committee: Council

Date: 6th December 2022

Title: To sign-up to the 'the Civility and Respect Pledge' & develop a 'Dignity at Work Policy'.

Report Authors: George Dyson & Town Clerk

Purpose of Report: To Approve & Adopt

Introduction

At the meeting of the Personnel Committee on the 18th October 2022, it was proposed that the Committee recommend The Civility and Respect Pledge to the Council.

Draft news story Civility and Respect Pledge:

Introducing the Civility and Respect Pledge

NALC, SLCC, and OVW believe **now** is the time to put civility and respect at the top of the agenda and start a culture change for the local council sector.

Civility means politeness and courtesy in behaviour, speech, and in the written word. Showing respect can be by listening and paying attention to others, having consideration for other people's feelings, following protocols and rules, showing appreciation and thanks, and being kind.

We are delighted to announce the launch of 'The Civility and Respect Pledge', it's easy to sign up to and is designed to help define the right behaviours within your council, to prevent bullying and to support councils demonstrating high standards of conduct. We are inviting all councils to please take the pledge.

We're asking all councils to add an item to your next meeting agenda to discuss civility and respect and sign up to pledge that your council will:

- Treat other councillors, clerks, employees, members of the public, and representatives of partner organisations and volunteers with civility and respect in their roles
- Commit to training councillors and staff
- Sign up to the code of conduct for councillors
- Have good governance arrangements in place
- Commit to seeking professional help at early stages should civility and respect issues arise
- Call out bullying and harassment if and when it happens
- Continue to learn from best practice in the sector and aspire to being a role model/champion council
- Support the continued lobbying for the change in legislation to support the civility and respect pledge including sanctions for elected members where appropriate

Visit the SLCC and NALC Civility and Respect webpages for suggested wording for this as an agenda item.

Find out more details and sign up here <link to pledge>

DIGNITY AT WORK POLICY

Peacehaven Town Council believes that civility and respect are important in the working environment, and expect all councillors, officers and the public to be polite and courteous when working for, and with the council.

Purpose

Peacehaven Town Council is committed to creating a working environment where all council employees, councillors, contractors and others who come into contact with us in the course of our work, are treated with dignity, respect and courtesy. We aim to create a workplace where there is zero tolerance for harassment and bullying

[Optional – for Councils who have committed to the pledge] In support of this objective, Peacehaven Town Council has signed up to the Civility Pledge, as a commitment to civility and respect in our work, and politeness and courtesy in behaviour, speech, and in the written word. Further information about the Civility and Respect Pledge is available [NALC](#) & [SLCC](#)

We recognise that there is a continuum where unaddressed issues have the potential to escalate and become larger, more complex issues and this policy sets out how concerns will be managed however the emphasis of this policy is on resolution and mediation where appropriate, rather than an adversarial process.

This document:

- explains how we will respond to complaints of bullying or harassment;
- ensures that we respond sensitively and promptly; and,
- supports our employees in ensuring their behaviour does not amount to bullying and/or harassment by giving examples.

Scope

This policy covers bullying and harassment of and by all employees engaged to work at Peacehaven Town Council. Should agency staff, or contractors have a complaint connected to their engagement with Peacehaven Town Council this should be raised to their nominated contact, manager, or the Chair of the Council, in the first instance. Should the complaint be about the Chair of the council the complaint should be raised to the Deputy Chair / Chair of Council's Personnel Committee.

Agency staff, or contractors are equally expected to treat council colleagues, and other representatives and stakeholders with dignity and respect, and the council may terminate the contract, without notice, where there are suspicions of harassment or bullying.

Complaints about other employment matters will be managed under the council's grievance policy.

It is noted that the management of a situation may differ depending on who the allegations relate to (e.g., employees, contractor, councillor), however, the council will take appropriate action if any of its employees are bullied or harassed by employees, councillors, members of the public, suppliers or contractors.

The position on bullying and harassment

All staff and council representatives are entitled to dignity, respect and courtesy within the workplace and to not experience any form of discrimination. Peacehaven Town Council will not tolerate bullying or harassment in our workplace or at work-related events outside of the workplace, whether the conduct is a one-off act or repeated course of conduct, and whether harm is intended or not. Neither will we tolerate retaliation against, or victimisation of, any person involved in bringing a complaint of harassment or bullying. You should also be aware that, if you have bullied or harassed someone (e.g. physical violence, harassment), in some circumstances the treatment may amount to a crime punishable by a fine or imprisonment.

We expect all representatives of the council to treat each other with respect and uphold the values of the code of conduct, civility and respect pledge, equality opportunities policy, and all other policies and procedures set by the Council.

We expect you to demonstrate respect by listening and paying attention to others, having consideration for other people's feelings, following protocols and rules, showing appreciation and thanks, and being kind.

Allegations of bullying and harassment will be treated seriously. Investigations will be carried out promptly, sensitively and, as far as possible, confidentially. See the grievance policy for further details regarding the process. Employees and others who make allegations of bullying or harassment in good faith will not be treated less favourably as a result.

False accusations of harassment or bullying can have a serious effect on innocent individuals. Staff and others have a responsibility not to make false allegations. While we will assume that all complaints of bullying and harassment are made in good faith, in the event that allegations are found to be malicious or vexatious the person raising the complaint may be subject to action under the council's disciplinary procedure.

Harassment

- Where a person is subject to uninvited conduct that violates their dignity, in connection with a protected characteristic
- Behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic

Bullying

- Behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable or otherwise upset. It does not need to be connected to a protected characteristic.

What Type of Treatment amounts to Bullying or Harassment?

'Bullying' or 'harassment' are phrases that apply to treatment from one person (or a group of people) to another that is unwanted and that has the effect of violating that person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that person.

Examples of bullying and harassment include:

- Physical conduct ranging from unwelcome touching to serious assault
- Unwelcome sexual advances
- The offer of rewards for going along with sexual advances e.g. promotion, access to training
- Threats for rejecting sexual advances
- Demeaning comments about a person's appearance
- Verbal abuse or offensive comments, including jokes or pranks related to age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation
- Unwanted nicknames, especially related to a person's age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation
- Spreading malicious rumours or insulting someone
- Lewd or suggestive comments or gestures
- Deliberate exclusion from conversations, work activities or social activities.
- Withholding information that a person needs in order to do their job
- Practical jokes, initiation ceremonies or inappropriate birthday rituals
- Physical abuse such as hitting, pushing or jostling
- Rifling through, hiding or damaging personal property
- Display of pictures or objects with sexual or racial overtones, even if not directed at any particular person
- Isolation or non-cooperation at work
- Subjecting a person to humiliation or ridicule, belittling their efforts, whether directly and / or in front of others
- The use of obscene gestures
- Abusing a position of power

Bullying and harassment can occur through verbal and face to face interactions but can also take place through sharing inappropriate or offensive content in writing or via email and other electronic communications and social media.

It is important to recognise that conduct which one person may find acceptable, another may find totally unacceptable, and behaviour could be harassment when the person had no intention to offend. We all have the right to determine what offends us. Some behaviour will be clear to any reasonable person that it is likely to offend – for example sexual touching. Other examples may be less clear; however, you should be aware that harassment will occur if behaviour continues after the recipient has advised you that the behaviour is unacceptable to them.

Harassment can also occur where the unwanted behaviour relates to a perceived characteristic (such as offensive jokes or comments based on the assumption someone is gay, even if they are not) or due

to their association with someone else (such as harassment related to their partner having a disability for example).

All employees must, therefore, treat their colleagues with respect and appropriate sensitivity and should feel able to challenge behaviour that they find offensive even if it is not directed at them.

It is important to recognise that bullying does not include appropriate criticism of an employee's behaviour or effective, robust performance management. Constructive and fair feedback about your behaviour or performance from your manager or colleagues/Councillors is not bullying. It is part of normal employment and management routines, and should not be interpreted as anything different.

Victimisation

Victimisation is subjecting a person to a detriment because they have, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing them or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because they have made a complaint or giving them a heavier or more difficult workload.

Provided that you act in good faith, i.e. you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and the council will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.

Making a complaint that you know to be untrue, or giving evidence that you know to be untrue, may lead to disciplinary action being taken against you.

Reporting Concerns

What you should do if you feel you are being bullied or harassed by a member of the public or supplier (as opposed to a colleague)

If you are being bullied or harassed by someone with whom you come into contact at work, please raise this with your nominated manager in the first instance or, with the clerk/or a councillor. Any such report will be taken seriously, and we will decide how best to deal with the situation, in consultation with you.

What you should do if you feel you are being bullied or harassed by a councillor: If you are being bullied or harassed by a councillor, please raise this with the clerk/chief officer or the chair of the council in the first instance. They will then decide how best to deal with the situation, in consultation with you. There are two possible avenues for you, informal or formal. The Informal Resolution is described below. Formal concerns regarding potential breaches of the Councillors Code of Conduct must be investigated by the Monitoring Officer.

The council will consider reasonable measures to protect your health and safety. Such measures may include a temporary change in duties or change of work location, not attending meetings with the person about whom the complaint has been made etc.

What you should do if you witness an incident you believe to harassment or bullying: If you witness such behaviour you should report the incident in confidence to the clerk/chief officer or a councillor. Such reports will be taken seriously and will be treated in strict confidence as far as it is possible to do so.

What you should do if you are being bullied or harassed by another member of staff: If you are being bullied or harassed by a colleague or contractor, there are two possible avenues for you, informal or formal. These are described below.

Informal resolution

If you are being bullied or harassed, you may be able to resolve the situation yourself by explaining clearly to the perpetrator(s) that their behaviour is unacceptable, contrary to the council's policy and must stop. Alternatively, you may wish to ask the clerk/chief officer, your nominated manager or a colleague to put this on your behalf or to be with you when confronting the perpetrator(s).

If the above approach does not work or if you do not want to try to resolve the situation in this way, or if you are being bullied by your own nominated manager, you should raise the issue with the chair of the council. (If your concern relates to the chair, you should raise it with the chair of the personnel/staffing committee). The chair (or another appropriate person) will discuss with you the option of trying to resolve the situation informally by telling the alleged perpetrator, without prejudicing the matter, that:

- there has been a complaint that their behaviour is having an adverse effect on a member of the council staff
- such behaviour is contrary to our policy
- for employees, the continuation of such behaviour could amount to a serious disciplinary offence

It may be possible for this conversation to take place with the alleged perpetrator without revealing your name, if this is what you want. The person dealing with it will also stress that the conversation is confidential.

In certain circumstances we may be able to involve a neutral third party (a mediator) to facilitate a resolution of the problem. The chair (or another appropriate person) will discuss this with you if it is appropriate.

If your complaint is resolved informally, the alleged perpetrator(s) will not usually be subject to disciplinary sanctions. However, in exceptional circumstances (such as extremely serious allegation or in cases where a problem has happened before) we may decide to investigate further and take more formal action notwithstanding that you raised the matter informally. We will consult with you before taking this step.

Raising a formal complaint

If informal resolution is unsuccessful or inappropriate, you can make a formal complaint about bullying and harassment through the council's grievance procedure. You should raise your complaint to the clerk/chief officer or the chair of the council. A formal complaint may ultimately lead to disciplinary action against the perpetrator(s) where they are employed.

The clerk/chief officer or the chair of the council will appoint someone to investigate your complaint in line with the grievance policy. You will need to co-operate with the investigation and provide the following details (if not already provided):

- The name of the alleged perpetrator(s),
- The nature of the harassment or bullying,
- The dates and times the harassment or bullying occurred,
- The names of any witnesses and
- Any action taken by you to resolve the matter informally.

The alleged perpetrator(s) would normally need to be told your name and the details of your grievance in order for the issue to be investigated properly. However, we will carry out the investigation as confidentially and sensitively as possible. Where you and the alleged perpetrator(s) work in proximity to each other, we will consider whether it is appropriate to make temporary adjustments to working arrangements whilst the matter is being investigated.

Where your complaint relates to potential breaches of the Councillors Code of Conduct, these will need to be investigated by the Monitoring Officer. The council will consider any adjustments to support you in your work and to manage the relationship with the councillor the allegations relate to, while the investigation proceeds.

Investigations will be carried out promptly (without unreasonable delay), sensitively and, as far as possible, confidentially. When carrying out any investigations, we will ensure that individuals' personal data is handled in accordance with the data protection policy.

The council will consider how to protect your health and wellbeing whilst the investigation is taking place and discuss this with you. Depending on the nature of the allegations, the Investigator may want to meet with you to understand better your complaint (see the grievance policy for further information, and details of your right to be accompanied).

After the investigation, a panel will meet with you to consider the complaint and the findings of the investigation in accordance with the grievance procedure. At the meeting you may be accompanied by a fellow worker or a trade union official.

Following the conclusion of the hearing the panel will write to you to inform you of the decision and to notify you of your right to appeal if you are dissatisfied with the outcome. You should put your appeal in writing explaining the reasons why you are dissatisfied with the decision. Your appeal will be heard under the appeal process that is described in the grievance procedure.

The use of the Disciplinary Procedure

If at any stage from the point at which a complaint is raised, we believe there is a case to answer and a disciplinary offence might have been committed, we will instigate our disciplinary procedure. We will keep you informed of the outcome.

This is a non-contractual policy and procedure which will be reviewed from time to time.

GUIDANCE FOR USING THE DIGNITY AT WORK POLICY

This is an example of an employment policy designed for a council adhering to statutory minimum requirements and does not constitute legal advice. As with all policies it should be consistent with your terms and conditions of employment.

This guidance is provided to support understanding of the policy, and its application, as well as where local adaptations may be required. The guidance is not part of the policy and should be removed from the policy adopted and shared with council employees.

The Dignity at Work Policy will replace a previous 'Bullying and Harassment' Policy, to create a policy that is focussed on encompassing behaviours beyond simply bullying and harassment, and zero tolerance with the aim of dealing with concerns before they escalate. It is important that any commitment made in the policy is applied in practice.

Wording has been suggested to demonstrate a council's commitment to promoting dignity and respect where they have signed up to the NALC, SLCC and OVW Civility and Respect Pledge. Councils that have not signed up to this are requested to consider making this pledge which is based on basic behaviours and expectations of all council representatives to create workplaces that allow people to maintain their dignity at all times. If your council has not agreed to the pledge this wording should be removed.

The policy is drafted with consideration of employment language and terminology that is reflective of a modern working environment, setting a tone that is engaging, collaborative and inclusive. A council may want to update references where relevant to reflect local terminology and structure, however should be considerate of equality, diversity and inclusion.

The examples of bullying and harassment are just that – examples. This should not be considered an exhaustive list.

Notes:

Protected Characteristics

A 'protected characteristic' is defined in the Equality Act 2010 as age, disability, sex, gender reassignment, pregnancy and maternity, race, sexual orientation, religion or belief, and marriage and civil partnership. It is unlawful to discriminate against an individual because of any of the protected characteristics.

Discrimination includes treating people differently because of a protected characteristic. Employees can complain of harassment even if the behaviour in question is not directed at them. This is because the complainant does not actually need to possess the relevant protected characteristic. An employee can complain of unlawful harassment if they are related someone with a protected characteristic, or because a colleague believes they have a protected characteristic.

Examples of harassment related to a protected characteristic could include;

- Making assumptions about someone's ability due to their **age**, or denying development opportunities to someone based on their age. This could also include assumptions about their lifestyle or making inappropriate jokes related to age.
- Making fun or mimicking impairments related to a health condition, or using inappropriate language about disabilities. Constantly selecting social activities that make it impossible for a colleague with a **disability** to participate in.
- Refusing to treat a person as their new gender, or disclosing information about their gender identity could be harassment on the grounds of **gender reassignment**.
- **Pregnancy/Maternity** harassment could include refusing opportunities due to pregnancy or maternity leave, or inappropriate touching and invasion of personal space such as unwanted touching of a pregnant person's stomach.
- Harassment based on **race** could include derogatory nicknames, or stereotyping based on ethnicity. It could include racist comments or jokes, or assumptions about someone's lifestyle based on their ethnicity.
- **Gender** harassment could include not considering people for a job based on gender stereotyping roles, or implementing practices that disadvantage one gender over another. Rude, explicit jokes, even if not directed at an individual, or comments on individuals' dress or appearance.
- Regularly arranging team meals over periods of fasting or religious occasions or failing to adjust a dress code to accommodate religious dress could be examples of harassment based on **religion/belief**.
- Excluding same sex partners from social events could be both **sexual orientation** and **marriage/civil partnership** discrimination, as could not offering the same work-related benefits.

A person does not need to be employed or have 2 years qualifying service to make a discrimination claim at a tribunal.

- Job applicants who believe they have not been appointed because of a 'protected characteristic' can make a claim.
- New or established employees who are dismissed, or treated unreasonably because of a health condition can make a discrimination claim.
- An employee subjected to harassment can make a discrimination claim at a tribunal.
- An employee asked to retire can make a discrimination claim at a tribunal.

Legal risks

Successful unfair dismissal claims are limited to a compensation cap, whereas those for unlawful discrimination have no cap.

A positive employment culture, and swift action if conduct falls beneath acceptable standards will help mitigate the risks. An unhealthy culture will make it difficult to defend claims.

The time to defend and the cost of defending tribunal claims can be significant, irrespective of the outcome.

Culture and behaviour

We work in eclectic communities and working environments, and a positive culture within the council enables employees with different backgrounds and beliefs to share ideas and shape how the council achieves its objectives for their community.

It is important to recognise that different individuals may find different behaviours bullying or harassing so while there is not always intent to offend or cause harm, that does not mean that the effect of the behaviour has not caused harm or offence.

It can take people a period of time to decide to raise their concerns, as they worry about consequences (perhaps from peers by complaining about a colleague who is popular, or they fear victimisation from the perpetrator or others). The council should consider whether there are opportunities (such as 121s to offer opportunity to reflect on relationships/morale) to identify issues earlier and address negative behaviours. Individuals can often mention concerns they are experiencing but not want to take it further. The council should remind the complainant that it has a zero tolerance to bullying and harassment and remind them of the policy in place to address concerns. If the allegations mentioned are significant, the council may want to suggest that it will need to investigate further, even if a 'grievance' is not raised, so as to ensure that any concerns and risks are managed, and the council is meeting its responsibilities and duty of care as an employer.

Whilst both staff and councillors jointly determine the working culture, councillors are key in demonstrating what is and isn't acceptable behaviour. This is apparent from how councillors behave with each other in council meetings and also in how standards of behaviour are applied through the use of informal discussion and formal policies.

Scope

All council representatives are expected to uphold the values of the Dignity at Work Policy, however this policy sets out how allegations from employees will be managed. As indicated in the policy, concerns from a contractor, agency worker etc. should be raised to the identified person, and an appropriate approach will be considered based on the situation and relationship of the complainant with the council.

Likewise, concerns raised about the behaviour of a contractor or agency worker would not generally be managed via the full process (such as the disciplinary process) but appropriate action would be considered based on the situation. To treat people (such as contractors, or a casual worker) engaged

by the council the same as an employee could blur the status of the employment relationship, so consider seeking professional advice if needed.

Managers

Recognising that councils are of varying sizes, where the term manager/nominated manager is used it is recognised this could be the clerk/chief officer, another employee of the council, or a councillor depending on the situation. It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on how the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk/chief officer this could be the chair/deputy Chair, or possibly chair of a staffing/personnel committee.

Bullying and harassment & performance management

The policy sets out that bullying and harassment does not include appropriate criticism of an employee's behaviour or effective, robust performance management. It is not uncommon for an employee, when receiving critical feedback, to claim that this is bullying and/or harassing. It is the role of the nominated manager to provide effective and constructive feedback to encourage performance at the required standard.

Even when the feedback is not positive it should be fair, communicated in a professional and reasonable manner and shared with the objective of aiding understanding and achieving an improvement to overcome the shortfalls. There is no absolute definition of when the feedback may not be appropriate. Often it will be for the person/panel hearing the dignity at work complaint/grievance to determine whether the performance management has upheld the standards expected in terms of respect and civility and any feedback has been shared in a fair and professional way.

Responsibilities

All staff and representatives of the council are responsible for their own behaviour in the workplace and for taking steps to revise unacceptable behaviour and appropriately challenge that of others.

Leaders – councillors, clerks, chief officers, managers - are responsible for ensuring that these standards of treating people with civility, respect and courtesy are upheld, both through their own example, and by communicating and promoting these expectations to all employees. They are also responsible for ensuring that concerns raised are treated seriously and addressed in line with this policy in a timely manner.

During the investigation

Employers have a duty of care to provide a safe place of work. If a complaint is made, discuss how to manage working relationships whilst the allegation is being investigated and until the outcome is disclosed. This is as much for the protection of the alleged perpetrator as for the aggrieved.

Consider whether a neutral person should be offered as a 'listening ear' for both parties in the investigation. This could be a councillor or nominated manager who is not involved in the investigation or allegations and can be a point of check in as raising, or being subject to allegations can be stressful.

Offer other support that may be appropriate to the situation such as signposting to support groups, time off for counselling etc. If you have suspended a staff member, your duty of care continues and it is important to consider their wellbeing and mental health.

Ensure that you communicate regularly with both parties.

The investigation and any subsequent hearing should be completed in accordance with the grievance policy which sets out a process for dealing with concerns. You should ensure that the grievance policy adopted adheres to any local policies and procedures, with consideration of any timescales and escalation routes in your locally adopted policy.

Confidentiality

It may be possible for concerns to be raised with the perpetrator without disclosing the name of the complainant however in a small council it is likely that it will be clear that the accused will know where the accusation has come from. The council representative (clerk/chief officer/councillor) speaking to the alleged perpetrator must be clear that the discussion is confidential and the individual would be at risk of formal disciplinary action if there is any sort of victimisation or retaliation for the individual raising their concern.

During any formal investigation it may be necessary to disclose the nature of the allegations and where they came from to ensure a fair and balanced investigation and process. This should be discussed with the person raising the concerns to understand any issues and how they may be mitigated. In some situations it may be appropriate to provide anonymised witness statements however this would be a last resort, and could compromise the fairness of the process. Where there is a genuine fear of consequences and this may need to be considered, it is recommended that professional advice is sought. For the same reason it can be difficult for a council to consider an anonymous complaint, however if the concerns are significant and compromise the council in their duty of care to employees, then consideration of how to deal with the matter may be required.

Victimisation

All employees have the right to raise genuine concerns without the fear of reprisals. If the aggrieved (or a witness) is treated differently / less favourably because they have raised a complaint, then this is victimisation. This would include isolating someone because they have made a complaint, cancelling a planned training event, or giving them a heavier or more difficult workload. Victimisation can lead to a claim to an employment tribunal.

False allegations

If an employee makes an allegation that they know to be untrue, or gives evidence that they know to be untrue, the council should consider the matter under the disciplinary procedure. Such an allegation would be potentially be gross misconduct.

Complaints against Councillors

Following the Ledbury case, the law is clear that any formal complaint about a councillor regarding a breach of the code of conduct must be referred to the Monitoring Officer for investigation (either by the complainant, or the Council with agreement of the complainant). During the investigation, it is critical to ensure that where an employee of the council has made the complaint, that the council

agrees reasonable measures with the employee to protect their health and safety. Such measures may include a temporary change in duties, change of work location, not attending meetings with the person about whom the complaint has been made etc.

Careful consideration is required where a grievance is raised against the council as a whole due to lack of support related to councillor behaviours. The specific allegations will need to be considered to determine whether the allegations can be addressed by the council, or require exploration of the councillors behaviour in order to respond, in which case the Monitoring Officer may be required to investigate the alleged behaviours of a/any councillors where this may relate to the code of conduct. It is a matter of fact whether the complaint is against the council and can therefore be dealt with by the council's grievance procedure or against a councillor and can only be dealt with by the Monitoring Officer.

CIVILITY AND RESPECT PROJECT



IN COLLABORATION WITH SLCC, NALC, OVW, COUNTY ASSOCIATIONS

ISSUE 4 | AUGUST 2022

SIGN UP TO THE CIVILITY AND RESPECT PLEDGE

It is evident the vast majority of councillors and officers want to maintain the highest standards of conduct at their council, but unfortunately there are still too many examples of poor behaviour across our sector.

In councils where councillors, the clerk, and staff work in harmony, considerable benefits are provided for the local community and there are many excellent examples of this.

Unfortunately, as we know only too well in our sector there is, and has been a problem with lack of civility and respect in some councils, leading to bullying and harassment. Although this is in the minority it is nonetheless significant and can have a serious detrimental impact on the well-being of those involved, the functionality and finances of the council, as well as the local community.

There is no place for bullying, harassment, and intimidation within our sector and signing up to the Civility and Respect Pledge is one of the ways a council can demonstrate that it is committed to standing up to poor behaviour across our sector, and to demonstrate positive changes which support civil and respectful conduct.

By signing the pledge, your council is agreeing that it will treat councillors, clerks, employees, members of the public, representatives of partner organisations, and volunteers with civility and respect in their roles, and it:

- Has put in place a training programme for councillors and staff
- Has signed up to the Code of Conduct for councillors
- Has good governance arrangements in place including staff contracts and a dignity at work policy
- Will seek professional help at early stages should civility and respect issues arise
- Will commit to calling out bullying and harassment if and when it happens
- Will continue to learn from best practice in the sector and aspire to being a role model/champion council
- Supports the continued lobbying for change in legislation to support civility and respect, including sanctions for elected members where appropriate

We invite all councils to include an agenda item to review the statements and sign up to the Civility and Respect Pledge. Click to take the pledge: [SLCC](#) | [NALC](#).

There is also an [example agenda item for the pledge to assist you](#).



WELCOME TO THE CIVILITY AND RESPECT PROJECT NEWSLETTER

PROJECT UPDATE

We have started to deliver against the objectives set out at the start of the project.

There is now a bespoke training offering to support you, enhance your skills and confidence to handle incivility, disrespect, and poor behaviour. We are also delighted to announce the launch of 'The Pledge' to help your council encourage the right behaviours, stamp out bullying, and demonstrate high standards of conduct.

We are inviting all councils to please take the pledge.



CIVILITY AND RESPECT TRAINING



One of the key aims of the project is to deliver training packages to support councillors, clerks, and employees who are experiencing difficulties with bullying and harassment. We have worked with key partners to create a brand-new series of workshops and are delighted to share the first range of this training with you. The cost for attendance will be supplemented by the project, with a 50% discount being offered until the end of 2022. If we have a high demand for places, we will schedule additional dates (the workshops are delivered virtually).

Breakthrough Communications are experts in the field of training for local councils. They have created a **suite of bespoke workshops and resource packs** for local council clerks, officers, and councillors as part of the Civility and Respect Project.



Each package comprises useful guides and custom-designed toolkits as well as access to on-demand and live virtual training events.

Separate packages have been designed for clerks/officers and councillors, click on the titles below to book your place.

****Resilience and Emotional Intelligence - What it means in practice for clerks and council officers****

Delegate fee £30

The learning content, live workshop, and toolkits will enable participants to develop a better understanding of where our behaviour comes from, consider what resilience means for us in the context of our different local council roles, and will provide an opportunity to explore role-focused scenarios and how we might respond to those different scenarios. We'll consider strategies to manage and deal with different situations effectively, and provide guidelines and suggestions, based on worked-through scenarios. We'll also lead the user through a set of exercises, input, and self-reflection, as well as providing a useful resource pack for building your own resilience and emotional intelligence.

****Leadership in Challenging Situations - Dealing with challenging situations and working with others effectively****

Delegate fee £30

The learning content, live workshop, and toolkits will enable participants to deal with a range of role-focused challenging situations, as well as exploring how we can work with others more effectively. We will consider different leadership styles and approaches in the context of your role, exploring which styles we personally 'default' to and which styles can work effectively for different situations. We will explore scenarios of challenging situations we might face, and discuss how we might deal with these effectively and appropriately. We'll also consider how to build, support, and get the most from an effective and motivated team.

****Respectful Social Media — How to deal with attacks and negative engagement****

Delegate fee £30

The learning content, live workshop, and toolkits will enable participants to explore different methods and strategies for dealing with negative attacks on social media and ways in which you can keep control of social media output. We will consider how we come across on social media as councils, as well as individually, what our personal 'digital tone of voice' sounds like, explore our use of language and its role in positive two-way communication, as well as discussing the type of content we can post on social media depending on our role. For councillors, we will provide suggested social media dos and don'ts and how to be effective on social media, whilst bearing in mind issues around the Code of Conduct. For clerks and officers will explore how the council can de-mystify the role of the council and showcase its people in order to help pre-emptively deal with negative engagement and attacks.

Personal development themed comedian, intuitive catalyst, speaker, author and communications specialist, Becky Walsh has been turning the dry world of self-development on its head with a down-to-earth, uniquely funny style for over two decades. She has created these civility and respect themed webinars to support some of the key issues faced by our sector.



****Civility and respect — Uncovering the issues for the public sector****

Delegate fee £15

Condescending comments, demeaning emails, disrupting meetings, reprimanding someone publicly, talking behind someone's back, giving someone the silent treatment, not giving credit where credit is due, rolling eyes, and being yelled at, is a regular occurrence for many councils. In this webinar, we talk about the issues we face in our council roles. We will then talk about the impact this has on the individuals involved and the organisation as a whole.

Each of the webinars will give real situation scenarios and what to do in each of them.

Councillors only session - 12 September 2022 — 1.30 pm (60 minutes)

To register a place, clerks please email sue@haptc.org.uk, copying in your councillor delegate(s).

Clerks only session - 8 September 2022 — 11am (60 minutes) **SLCC | Uncovering the issues for public sector.**

****What makes people become challenging?****

Delegate fee £15

In this webinar, we dive into human psychology, neuroscience, and power dynamics. What triggers people to behave from the worst of themselves? How as leaders can we create environments with fewer trigger situations and more safety? We will discuss real-life situations and how to turn them around when they start to get out of hand.

Each of the webinars will give real situation scenarios and what to do in each of them.

Councillors only session - 26 September 2022 — 1.30 pm (60 minutes)

To register a place, clerks please email sue@haptc.org.uk, copying in your councillor delegate(s).

Clerks only session - 22 September 2022 – 11am (60 minutes) **SLCC | What makes people become challenging?**

****Personal resilience and self-protection****

Delegate fee £15

Having a good understanding of yourself means you'll know what to do when someone tries to push your buttons. In this webinar, we discuss emotional resilience and emotional intelligence and how this applies to specific council situations.

Each of the webinars will give real situation scenarios and what to do in each of them.

Councillors only session - 3 October 2022 — 1.30 pm (60 minutes)

To register a place, clerks please email sue@haptc.org.uk, copying in your councillor delegate(s).

Clerks only session - 6 October 2022 – 11am (60 minutes) **SLCC | Personal resilience and self-protection.**

****Understanding psychopathic and narcissistic behaviour****

Delegate fee £15

Both psychopathic and narcissistic people generally lack empathy and tend to have unrealistically high opinions of themselves. They often exploit and manipulate others and can be hard to spot as they can also be superficially charming. They are also attracted to roles of power and are often found in leadership positions and in political roles. In this webinar, we learn how to spot them and how to monitor your own behaviour to lessen their impact on you and your organisation.

Each of the webinars will give real situation scenarios and what to do in each of them.

Councillors only session - 17 October 2022 — 1.30 pm (60 minutes)

To register a place, clerks please email sue@haptc.org.uk, copying in your councillor delegate(s).

Clerks only session - 20 October 2022 — 11am (60 minutes) **SLCC | Understanding psychopathic and narcissistic behaviour.**

Paul Hoey and Natalie Ainscough of Hoey Ainscough Associates Ltd are national experts in effective local governance with a particular emphasis on supporting the local standards framework for members introduced by the Localism Act 2011. They worked with the Local Government Association (LGA) to produce the latest Code of Conduct and so are uniquely placed to deliver this workshop.

Hoey Ainscough Associates Ltd
Supporting Local Governance

****The (New) Code of Conduct****

Delegate fee £15

This session is aimed at members and officers of local councils who have adopted the new Local Government Association (LGA) Code of Conduct for members (as endorsed by NALC and SLCC) or who are considering adopting it. It will look at key aspects of the code, the practical implications of working with it and look at the guidance which sits alongside it.

This is an interactive session where attendees will be invited to ask questions about any aspect of the code, as the session aims to help people understand how to effectively implement the code at a local level.

Councillors only session - 19 October 2022 — 7 pm (120 minutes)

To register a place, clerks please email sue@haptc.org.uk, copying in your councillor delegate(s).

Clerks only session - 28 September 2022 – 10am (120 minutes) **SLCC | The New Code of Conduct.**

For more information about the training available, please contact michelle.moss@nalc.gov.uk.

COMMUNITY GOVERNANCE

Develop your career, support your council and strengthen your community

In addition to the civility and respect training programme we're pleased to be able to share details of an event being run by the year six students studying the community governance degree, De Montfort University.

****Managing conflict and difficult conversations****

Delegate fee - £90

The training specifically covers conflict management; a thread of management essential to the clerking industry given the depth and breadth of communications and dealings clerks have with other people and organisations.

The event will be led by Sue Noble from www.noblelearning.co.uk, a highly experienced coach and mentor who has extensive experience in the local government sector and training staff from town and parish councils.

It will be an interactive event, enabling attendees to actively learn new coping skills and mechanisms, whilst building relationships with other professionals in the town and parish sector.

At the end of the formal training session, there will be an opportunity to network with colleagues and hear about further training opportunities, whilst sampling delicious wines from Oaken Grove.

For clerks only - 14th September 2022 | Henley Town Hall, Henley on Thames, RG9 2A | [SLCC](#) | **Managing Conflict and Difficult Conversations**.

DIGNITY AT WORK POLICY

One of the project objectives is to strengthen the governance arrangements across our sector to better support councils.

The Dignity at Work Policy is the first of a series of new or revised governance documents which are being developed by the project team.

The documents have been reviewed by a focus group made up of clerks, councillors, monitoring officers, and county associations, and approved by NALC and SLCC for use.

The Dignity at Work Policy will replace any previous Bullying and Harassment Policy. It encompasses behaviours beyond bullying and harassment, and zero tolerance, with the aim of dealing with concerns before they escalate.



It has been produced with supporting guidance because it is so important that any commitment made in the policy is applied in practice.

Wording has been suggested to demonstrate a council's commitment to promoting dignity and respect where they have signed up to the Civility and Respect Pledge.

Councils who have not signed up to this are requested to consider making this pledge which is based on basic behaviours and expectations of all council representatives to create workplaces that allow people to maintain their dignity at all times.

Dignity at Work Policy

**Please visit our dedicated civility and respect pages
for lots more information and support**

[SLCC](#) | Civility and Respect Project and
[NALC](#) | Civility and Respect Project



IN COLLABORATION WITH SLCC, NALC, OVW, COUNTY ASSOCIATIONS

Agenda Item: C968-c-v

Committee: Council

Date: 1st December 2022

Title: Employee Assistance Programme

Report Authors: George Dyson & Town Clerk

Purpose of Report: To Approve

Introduction

Employee Assistance Programmes provide a range of benefits for employees, primarily mental health and emotional wellbeing support, including financial, family, and legal advice.

Across the UK, The total number of cases of work-related stress, depression or anxiety in 2020/21 was 822,000, with stress, depression, or anxiety accounting for 50% of all work-related ill health cases.¹

Background

PTC currently has limited measures in place to support any Officers, Staff, or Councillors struggling with their mental health despite these roles being potentially stressful.

Particularly now with additional external stresses, such as financial worries with the cost of living crisis, stress related problems are likely to be exacerbated further.

There are also legal duties placed on an employer under Section 2(1) Health and Safety at Work etc Act 1974 to ensure the health, safety and welfare at work of all employees, and Section 3(1) of The Management of Health and Safety at Work Regulations 1999 to assess the risks to the health and safety of employees to which they are exposed whilst they are at work. It is well established that mental wellbeing is included under this legislation.²

Additionally, stress is a common cause of Civil claims, which can be heavily mitigated by the provision of an Employee Assistance Programme – Under the Hatton Propositions (Sutherland v Hatton [2002] EWCA Civ 76) it is stated that “An employer who offers a confidential advice service, with referral to appropriate counselling or treatment services, is unlikely to be found in breach of duty.”

Analysis

An Employee Assistance Programme has been quoted by Health Assured, which includes:

- Unlimited access to a 24/7, 365 Employee Assistance Helpline and Crisis Support.
- Up to 6 Counselling sessions per issue/ per employee included in the cost.
- Legal, Debt, and Financial advice.
- Family Advice line.
- Access to online wellbeing platform & app.
- App also includes access to employee discounts & perks, staff competitions & leaderboards, mood trackers that can automatically suggest support functions, selection of 4 week self help plans, Mini Health checks, Fitness Zone, and Day 1 interventions for stress & anxiety.

The cost of the service would be £50 (+VAT) per month to PTC, based on a 60 month term, for which up to 49 people can be added onto the service – so it's something that all officers, staff, and councillors could benefit from (immediate family are also eligible to use the service).

Full details of the service offered by Health Assured are included in the attached documents.

Conclusions

Providing an Employee Assistance Programme demonstrates compliance with legal requirements, reducing civil liability to the Council, as well as providing support for Officers, Staff, and Councillors for a relatively small cost.

At the meeting of the Personnel Committee on the 18th October 2022, it was proposed that Council is asked to support the recommendation to implement an Employee Assistance Programme.

Recommendations

- To implement an Employee Assistance Programme.

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u>	£50 per month, based on a 60 month term.
<u>Legal</u>	Demonstrates legal compliance with the Health and Safety at Work etc Act 1974, and Management of Health and Safety at Work Regulations 1999, and reducing Civil Liability.
<u>Environmental and sustainability</u>	N/A
<u>Crime and disorder</u>	N/A
<u>Climate</u>	N/A



health  assured

Employee Assistance Programme

Provide support for
your staff





How our EAP can benefit your business

Happier, healthier employees are more motivated and productive. So when your people do better, your business does better.

Here's how we've helped our clients

Reducing workplace stress



reported a drastic decrease in workplace stress-related incidents

Reducing absences



reduction in absences by having the EAP in place

Boosting life satisfaction



outlined a noticeable increase in wellbeing post-counselling

Why Health Assured?

- ✓ Support over **12 million** lives across all sectors
- ✓ **BACP accredited** at organisational level
- ✓ UK-based service centres operate **24/7/365** for all calls
- ✓ **25.2%** of weekly calls occur outside 9.00am-5.00pm
- ✓ Network of over **1,500** counsellors and psychologists
- ✓ Innovative technological development e.g. **smartphone app, LiveAgent**
- ✓ **15-20%** of people into therapy
- ✓ Supporting organisations in over **170 countries**
- ✓ Client retention rate of **94%** and **4.6/5** on Feefo
- ✓ **71.5%** return to work rate, including anxiety and depression
- ✓ Support **36,500** organisations across the Group
- ✓ First EAP provider to join **Stonewall Diversity Programme**



Issues Health Assured supports

Health & lifestyle	Legal information	Home life	Work life
<ul style="list-style-type: none">• Physical health• Mental health• Sickness absence• Critical & traumatic incidents• Eldercare• Rehabilitation• Addiction• Cancer survivorship• Terminal illness	<ul style="list-style-type: none">• Probate & wills• Legal queries• Caring for a dependant• Debt & financial• Buying a new home• Separation and divorce	<ul style="list-style-type: none">• Identity & LGBT• Domestic abuse• Discrimination• Childcare• Bereavement & loss• Relationships & marital	<ul style="list-style-type: none">• 'Leavism' &• 'Presenteeism'• Managing change• Return to work• Bullying & harassment• Redeployment• Redundancy• Retirement• Stress

Service overview: Core EAP

- ✓ Up to **6 sessions** of face to face, telephone or online counselling, including telephonic and face-to-face CBT counselling, per employee, per issue, per year
- ✓ **Full case management** protocols for all structured counselling cases
- ✓ Self, manager, HR, physiotherapy, trade union and **OH referrals**
- ✓ **Legal information** services
- ✓ **Manager consultancy** and support
- ✓ Coverage for **dependants and retirees** (up to three months) within HMRC guidelines
- ✓ Unlimited access to **24/7/365** confidential telephone helpline
- ✓ **Family advice line** on topics such as childcare and eldercare
- ✓ **Debt & financial** information
- ✓ 24/7 **critical incident** telephone support

Active Care

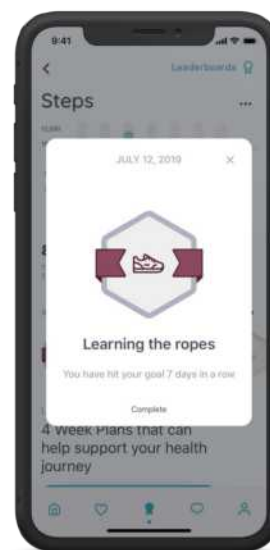
Day one intervention for stress related absences

- ✓ Unique to Health Assured
- ✓ Day one intervention from when an employee cites absence in relation to stress, depression or anxiety
- ✓ Clinician contacts employee within 24 hours and completes telephone consultation
- ✓ Employer will receive a written report within 48 hours
- ✓ Clinician signposts employee to the appropriate EAP service
- ✓ In 95% of cases the employee is back to work within 14 days



Online Tools & accessibility

- My Healthy Advantage smartphone app
- Health & Wellbeing Portal
- Online CBT course
- Online trauma course
- Video counselling
- Counselling support via email
- LiveAgent Instant Chat
- Accessibility:
 - Braille
 - Easy read
 - Alternative colours
 - Materials in other languages
 - Translation services
 - Video counselling with BSL counsellors
 - Relay UK



Health & Wellbeing Portal

- **LiveAgent** instant chat
- **Monthly webinars** including Recognising Stress, The Art of Motivation, Building Personal Resilience and Mental Health First Aid
- **Four week programmes** including; Quit Smoking, Sleep, Losing Weight, Drinking Less
- **Mini health assessments** including BMI, Sleep, Alcohol, Anxiety and Depression
- **Wellbeing articles** and **factsheets** on topics such as sleep apnoea, menopause, internet safety, eating disorders, gender reassignment, self-harm and consumer vulnerability
- **Awareness day information** such as OCD Week of Action and Self-injury Awareness Day
- Drives engagement in partnership with **monthly newsletters**





My Healthy Advantage

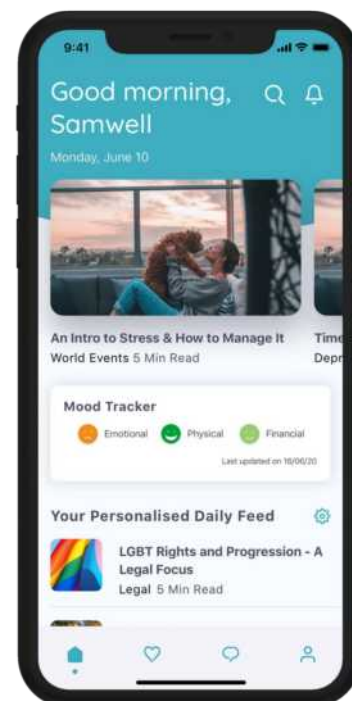
Available for [iOS](#) and [Android](#) devices, My Healthy Advantage offers a variety of bespoke wellbeing features exclusive to Health Assured clients and partners.

Within the app, users will have access to a library of learning materials including wellbeing articles, videos & newsletters, all aimed at boosting their wellbeing and supporting their mental and physical health.

Key features* include:

- Weekly [mood tracker](#) allows users to track their financial, physical and general wellbeing
- [Mini health checks](#) for height & weight (BMI), waist, sleep, alcohol, mental health and fatigue
- [4-week plans](#) aimed at quitting smoking, losing weight and coping with pressure
- [Biometrics](#) login, allowing the user to access the app via their fingerprint or Face ID (subject to device)
- [Personalised newsfeed](#) that generates learning materials tailored to the users interests, such as equality & diversity, medical information and childcare & parenting
- Easy access to our [counselling services](#) via phone call, call-back request, email support or live chat within the app
- [High-level reporting](#), along with easy to use management of app data for your own admins (of which you can have as many as you like)

**App features will vary on contract agreement.*





Relationship Management

- We pride ourselves on taking a consultative approach and believe that no two clients are the same.
- Designated POC – Your Relationship Manager will implement the contract and be responsible for ongoing contract management.
- Successful implementation, promotion and launch builds the foundation for a successful contract with high utilisation throughout.

Management Information

MI including an annual report covers:

- Service & usage summary
- Utilisation summary
- Helpline calls by category
- Work related calls
- Advice calls by category



71.5%

of our client's employees who experienced anxiety or depression were healthily returning to work



Increasing your utilisation

- Integration with client communication channels
- Development of communications plan
- Electronic and hard-copy materials delivered to your key sites, including posters, leaflets, screensavers and content:
 - One leaflet with pop-out wallet card per individual (+10% stock for new starters)
 - At least one posters per 100 employees (these are printed in-house and we can provide more free of charge as required)
 - Employee presentations/webinars and manager workshops
 - Access to training workshops
 - Monthly topical newsletters and webinars



Additional Services

- On-site Training Workshops - **£850** half day, **£1,250** full day
- Mental Health First Aid, 2-day Adult course - **£2,500** per course
- Additional on-site support days (half day included in price) - **£350** per day
- On-site Critical Incident support - **£850** per half day, **£1,250** per full day
- Additional counselling sessions (up to six)- **£77** per session for individuals/**£125** per session for couples or CBT
- EMDR face to face counselling sessions - **£125** per session

Please note - All responses and quotes provided by Health Assured Limited are commercially sensitive and confidential. The recipient agrees to maintain such confidence and use solely for the purpose of obtaining the proposed services. The quote and any supporting information must not be shared with any other third party without Health Assured's prior written consent.



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healthassured.org





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PEACEHAVEN TOWN COUNCIL

TOWN COUNCIL OFFICE
MERIDIAN CENTRE
MERIDIAN WAY
PEACEHAVEN
EAST SUSSEX
BN10 8BB

DRAFT Minutes of the meeting of the Leisure, Amenities & Environment Committee held at Community House on Tuesday 16th August 2022 at 7.30pm

Present: Cllr Griffiths (Chair), Cllr Seabrook (Vice-Chair), Cllr Hill, Cllr Veck, Cllr Gallagher, Cllr Sharkey, Cllr Paul, Cllr Cheta, Kevin Bray (Parks Officer); George Dyson (Deputy Town Clerk).

2 members of the public were in attendance.

1 LA 709 CHAIRS ANNOUNCEMENT

The Chair welcomed everyone and informed the meeting of the following:

- Next Bingo in aid of the Mayors fund is on 17th August 2022, 2 – 4pm.
- The Barn Dance is being held on 10th September, with tickets now on sale.

2 LA 710 PUBLIC QUESTION TIME

A representative from the Gateway Café spoke to the Committee regarding agenda item LA717, and had heard that there was some controversy surrounding the use of the trailer. She informed the Committee that there was several months wait for a kiosk, so the trailer was brought in as it was available much sooner. The trailer was chosen as it is in keeping with the general look of the café, and does not look tacky. It keeps queues shorter in the café, and also means that people are able to get a drink quickly, not having to go inside to do so.

3 LA 711 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

Apologies were received from Cllr White, and Cllr Symonds.

These apologies were **noted**.

Cllr Hill is substituting for Cllr Symonds.

4 LA 712 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

There were no declarations of interest.

5 LA 713 TO APPROVE AND SIGN THE MINUTES OF THE MEETING OF THE LEISURE AND AMENITIES COMMITTEE MEETING HELD ON 5th JULY 2022

Proposed By: Cllr Seabrook **Seconded By:** Cllr Sharkey

The minutes of the meeting held on 5th July 2022 were **agreed and adopted**.

The Chair brought forward agenda item LA717 to be discussed now as the members of the public were interested in this item.

6 LA 717 TO REVIEW THE CONTINUED USE OF A MOBILE TRAILER KIOSK AT THE GATEWAY CAFÉ

After a discussion on the report, it was proposed that the Committee allow the continued use of the trailer during the summer, and that the report is taken to the next Full Council meeting, as per standing orders, to change the previous decision of this Committee to approve the installation of the kiosk.

Proposed By: Cllr Seabrook

Seconded By: Cllr Paul

The Committee **resolved** unanimously to **agree** to this proposal.

The 2 members of the public left the meeting at 19:48.

7 LA 714 BUDGET UPDATE

The budget update report was **noted**.

8 LA 715 TO NOTE THE ACTION PLAN UPDATE

Cllr Gallagher asked for some updates regarding action plan items 2 (Bridle path resurfacing), 6 (Dell access path), and 12 (Park surveys), which the Parks Officer gave a response and will update the action plan accordingly.

Cllr Gallagher also raised that item 7 (Café & Hub heating survey) can be removed.

Cllr Seabrook provided an update on action plan items 17 (access to Howard Park) and 18 (Handrail to the beach), which are being taken over by Lewes District Council so can also be removed from the action plan.

The Chair informed the Committee that item 25 (Tree Warden Scheme) on the action plan has now been passed onto the Events, Amenities & Projects Officer to action.

Cllr Seabrook raised that the Cycle Hub license needs to be added onto the action plan.

Cllr Seabrook also suggested that with the current issues around BBQ's, action plan item 26 (BBQ Area) should be removed, and that as the Committee did not want to progress with the report on allotments, item 24 (Allotments) can also be removed.

The action plan update was **noted**.

9 LA 716 TO DECIDE ON THE LARGE POLYTUNNEL REQUEST ON THE ALLOTMENTS

A proposal was made that this Committee **refuse** the request for the polytunnel.

Proposed By: Cllr Sharkey

Seconded By: Cllr Cheta

The Committee **resolved** unanimously to **refuse** the request for the polytunnel due to the size breaking the Allotments policy.

10 LA 718 TO RECOMMEND ON THE OPTIONS FOR ELECTRIC VEHICLE

It was proposed that the Committee agree the need for an electric vehicle, and therefore pass the report to the Policy & Finance Committee to discuss funding options for an electric vehicle.

Proposed By: Cllr Gallagher

Seconded By: Cllr Seabrook

The Committee **resolved** unanimously to **agree** to this proposal.

11 LA 719 TO RECOMMEND WATER REFILL STATION AT CENTENARY PARK

After a brief discussion on the water refill station, it was proposed that the Committee support the recommendations in the report to install a water refill station at Centenary Park, and pass the report to the Policy and Finance Committee to agree funding.

Proposed By: Cllr Gallagher

Seconded By: Cllr Cheta

The Committee **resolved** unanimously to **agree** to this proposal.

12 LA 720 TO NOTE THE FIRE RISK ASSESSMENT OF THE HUB & GATEWAY CAFÉ AND TO ADOPT PERSONAL DEVICES POLICY

The Parks Officer reported to the Committee that following a recent visit from the Fire Risk Assessor, Peacehaven Town Council buildings generally came out very favourably, with only a few remedial actions needed – one of which is to implement a personal devices policy.

The Committee noted the fire risk assessment and, after some discussion, proposed to adopt the personal devices policy.

Proposed By: Cllr Cheta

Seconded By: Cllr Sharkey

The Committee **resolved** unanimously to **agree** to this proposal.

13 LA 721 TO DISCUSS THE DOG FOULING

Cllr Seabrook reported that he had recently been to Centenary Park and picked up over 100 pieces of dog mess, mostly from an area in which children are known to play, he then explained some of the health risks that can be associated with dog mess, and emphasised the importance of doing something to keep residents safe.

Cllr Seabrook informed the Committee that he is working with Lisa Hayward to create a significant publicity campaign to tackle the dog fouling problem, and is looking to get Neighbourhood First involved too.

The Committee **noted** the report.

14 TO CONFIRM DATE OF NEXT MEETING AS THE 13TH SEPTEMBER 2022

The next meeting of this Committee was **confirmed** for 13th September 2022.

There being no further business, the meeting closed at 20:39.



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DRAFT Minutes of the meeting of the Leisure, Amenities & Environment Committee held at Community House on Tuesday 8th November 2022 at 7.30pm

Present: Cllr Seabrook (Vice-Chair), Cllr Gallagher, Cllr Sharkey, Cllr Paul, Cllr Cheta, Cllr Symonds (Chair of Council), Cllr Duhigg, Cllr White.

Officers Present: George Dyson (Deputy Town Clerk & Civic Officer), Kevin Bray (Parks Officer), Sue Moscatelli (Events, Amenities, and Projects Officer).

No members of the public were present.

1 LA722 CHAIRS ANNOUNCEMENT

The Vice-Chair opened the meeting at 19:30, welcomed everyone and informed the meeting of the following:

- The work on the pathway at Centenary Park is nearly complete but has been delayed slightly due to the weather.
- Friday 11th November is Armistice Day – meeting at the War Memorial at 10:30am.
- Sunday 13th November is Remembrance Day – meeting at the Joff at 10:15.
- Wednesday 23rd November is the next Bingo, 2-4pm at Community House.
- Wednesday 23rd November is also the next Cinema.
- 26th November is the Christmas Market, 11am – 4pm at Community House/ Meridian Centre.
- Sustrans are running free womens cycling sessions on a Thursday 09:30 – 11 on the MUGA.
- The NHS are still offering drop in COVID vaccinations at Community House on a Thursday 11am – 3pm.
- Changing places toilet at Centenary Park opens on 15th November at 12noon.

2 LA723 PUBLIC QUESTION TIME

No public questions.

3 LA724 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

Apologies were received from Cllr Veck, and Cllr Griffiths.

These apologies were **noted**.

Cllr Duhigg is substituting for Cllr Griffiths.

4 LA725 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

There were no declarations of interest.

5 LA726 TO APPOINT A NEW CHAIRMAN OF THE COMMITTEE FOLLOWING THE RESIGNATION OF CLLR GRIFFITHS

Cllr Sharkey was proposed as the new Chair of Committee.

Proposed By: Cllr Gallagher

Seconded By: Cllr Symonds

The Committee **resolved** unanimously to **agree** to this proposal.

Cllr Sharkey took over as Chair at this point..

6 LA727 TO APPROVE AND SIGN THE MINUTES OF THE MEETING OF THE LEISURE AND AMENITIES COMMITTEE MEETING HELD ON 16TH AUGUST 2022

Proposed By: Cllr Gallagher

Seconded By: Cllr Seabrook

The minutes of the meeting held on 16th August 2022 were **agreed and adopted**.

7 LA728 BUDGETARY UPDATE TO NOTE

There was a brief discussion about the Gateway Café, with regard to whether the Council or the Tenant pays certain costs.

The Committee **noted** the budgetary update.

8 LA729 TO CONSIDER THE 2023/24 DRAFT BUDGET

The Committee asked a number of questions about items in the 2023/24 budget to the Parks Officer, which were answered and briefly discussed.

The Committee **noted** the draft budget.

9 LA730 TO NOTE ACTION PLAN UPDATE

Cllr Gallagher asked about why the licence for the park run container has not yet been completed. Cllr Symonds echoed this and asked if it could be pushed along.

The Parks Officer advised the Committee that he will speak to the Town Clerk about moving along with the licence.

Cllr White added that the cladding of the container also needs pushing along.

Cllr Gallagher then asked about the bridle path being delayed, as noted in the Chairs Announcements.

The Parks Officer confirmed that the delay is just due to the weather, and that the path is in the final stages.

Cllr Gallagher asked about an update on what's happening with the Hub roof at the moment.

The Parks Officer informed the Committee that a roofer will be attending on Friday this week to investigate a possible temporary fix of the Hub roof by painting on a waterproof surface to keep the roof watertight and allow it's continued use.

Minutes of the meeting of the Leisure, Amenities & Environment Committee – 8th November 2022

Cllr Gallagher added that there is already a Hub Task and Finish Group that is planning on having a report to go to Full Council in December.

Cllr Duhigg stated that having read the Town Clerks email with regard to closing the Hub building due to the leaking roof, she was disappointed that the Town Clerk had done this without consulting the Councillors first, especially due to the potential knock on effects to the Community that the closure of the Hub could have, for example the parents that rely on the Nursery, the other hirers, and their businesses.

Cllr Duhigg also highlighted that the problem with the roof has been known for at least 4 years, why has it not been resolved by now and repaired properly.

The Events, Amenities, and Projects Officer advised the Committee that the action the Town Clerk took was taken following a complaint about the Hub from a hirer on Saturday for a birthday party, in which a child fell over due to the wet floor.

Cllr Symonds asked if we might need to consider possible loss of business claims if the facilities hirers usually use are not available.

The Parks Officer informed the Committee that the Hub roof has been a problem for at least 10 years, and that each time it has been raised at Committee, the Committee has decided to look at expanding the Hub and consequently not making the repairs.

The Parks Officer also clarified the contents of the Town Clerks email regarding the closure of the Hub to the Committee.

The Events, Amenities, and Projects Officer informed the Committee that the Town Clerk has been in email contact with the nursery, and that we are also actively trying to move hirers to Community House where possible, but that it's a particularly busy time of year for Community House bookings at the moment.

Cllr Symonds asked whether the current issue is because of the exceptionally heavy rain we have been having.

The Parks Officer accepted that the exceptionally heavy rain has been one element, however the Hub roof leaks under any rain conditions.

Cllr Seabrook suggested that if the proposed temporary fix of painting a waterproof layer on the roof can provide a temporary fix then at least this will buy a bit of time to make a decision as to a long term solution.

Cllr Gallagher highlighted the need to ensure that a thorough risk assessment of the building is completed urgently, and that the Hub in it's current format is not fit for purpose, spending circa £30k on a new roof would not be reasonable, and that the Task and Finish group looking into the Hub should continue with their task.

Cllr White enquired as to why the Town Clerk had chosen to communicate with affected hirers by email rather than face to face or on the phone. Cllr Duhigg agreed with this comment, that especially with the nursery owner, the conversation should have been in person.

Cllr Seabrook informed the Committee that he feels the Committee should be supporting the Clerks actions in closing the Hub building under the circumstances.

Minutes of the meeting of the Leisure, Amenities & Environment Committee – 8th November 2022

Cllr Duhigg suggested that she felt the Town Clerk's decision was not the problem, but that the way the decision was communicated with both Councillors and Hirers was, and that Councillors do have a right to discuss the matter.

Cllr Cheta felt that the Committee does support the decision that the Town Clerk took, and that he took quick action on behalf of the Council to protect the interests of the Council.

Cllr Symonds commented that until we have more information about what we're dealing with, no further judgement about the Hub roof could really be made.

The Chair moved the meeting on from discussions about the Hub roof.

Cllr Gallagher asked whether the Dell access path, and the Gateway Café composting scheme can now be taken off the action plan

Cllr Seabrook agreed that the composting scheme should be removed.

Cllr Gallagher asked about an update on the dog fouling campaign.

The Events, Amenities, and Projects Officer informed the Committee that the dog fouling campaign is ongoing until the end of the year, and gave an update on what the campaign would include.

Cllr Symonds asked if some of the recently shared dog fouling posters on Social Media could be printed off and laminated to be put around the parks.

Cllr Gallagher asked for an update on the Centenary Park pathway, north of the café.

The Parks Officer gave an update about the pathway, and that he is currently awaiting feedback from the contractors about the required works.

Cllr Symonds asked for an update on the water refill station.

The Parks Officer informed the Committee that the pipe work is in for the water refill station and that we are just awaiting delivery of the unit.

Cllr Symonds asked if we can chase up the café and cycle hub leases.

The Parks Officer will speak with the Town Clerk to obtain an update on the leases.

Cllr Symonds asked for an update on the Task and Finish Group on the Oval and Epina parks.

The Events, Amenities, and Projects Officer informed the Committee that there are no further dates scheduled yet for Oval and Epina park Task and Finish group meetings, and that we don't have a figure for the CIL funding available for this.

Cllr Gallagher asked about resurfacing the overflow car park at Centenary Park.

The Parks Officer stated that resurfacing the overflow car park will be a future project and is likely to cost a fairly significant amount as drainage will also be required.

Cllr Gallagher asked for an update on the CCTV.

Cllr Symonds advised that all the CCTV is up and running, and that the SLA with the police is being chased but scheduled to be in place for early December.

Cllr Gallagher suggested that the Tree Warden scheme be removed from the action plan, that the green infrastructure audit has been started as part of the Neighbourhood Plan, and that the inclusivity audit could go into the green infrastructure plan.

Cllr Symonds asked if we should speak to the access group to ask for personal experiences regarding inclusivity.

Cllr Seabrook reinforced the need for local input.

10 LA731 TO NOTE OUSE VALLEY FUNDING UPDATE

The Committee discussed the Ouse Valley funding, and requested that some maps be provided to show where elements of the project will be going.

11 LA732 TO NOTE SIGNAGE TFG UPDATE

The Parks Officer reported that since we no longer have a Communications Officer, the Events, Amenities, and Projects Officer has joined the Signage Task and Finish Group .

The Events, Amenities, and Projects Officer informed the Committee that she has been working on some possible designs for signage, but also needs to undertake further research on the topic.

The Committee asked the Events, Amenities, and Projects Officer to put forward dates for a Task and Finish Group meeting once the design proposals were ready to be shared.

12 LA733 TO DISCUSS STREETLIGHT IN FIRLE ROAD PLAYGROUNDS

The Parks Officer summarised the report regarding the streetlights to the Committee.

It was proposed that if the street lights can be changed from sodium bulbs to LED bulbs by our in-house electrician at a cost of around £200 then the work should be undertaken.

Proposed by: Cllr Gallagher Seconded by: Cllr Duhigg

The Committee **resolved** to **agree** to this proposal.

13 LA734 TO NOTE SDNPA FUNDING BIDDING

The Committee discussed some possible ideas for projects that could be submitted to the SDNPA for CIL funding. The Committee also asked that the previously submitted bid for CIL funding from the SDNPA submitted by the previous Civic and Marketing Officer which was rejected earlier this year be located and circulated as a starting point for a possible CIL bid.

14 LA735 TO DISCUSS CLIMATE CHANGE REPORT

Cllr Seabrook informed the Committee that the purpose of this report was to make the actions that the Council are taking regarding climate change more visible.

The Events, Amenities, and Projects Officer informed the Committee that there is already work taking place on introducing a climate change page on the website.

Several ideas were discussed to make climate change actions more visible, including a small logo next to agenda items, highlighting the relevant report section in green, and highlighting action plan items.

The Events, Amenities, and Projects Officer left at this point.

Cllr Seabrook raised whether we should look to plan another climate change event, similar to last year.

It was discussed that there is a planned climate change task and finish group meeting for tomorrow where this can be discussed further.

The Events, Amenities, and Projects Officer returned at this point.

15 LA736 TO DECIDE ON THE DRAFT BUSINESS PLAN

The Events, Amenities, and Projects Officer informed the Committee that the draft business plan includes a huge amount of information relevant to this Committee, and that it might be best for everyone to go away and read the document in detail and consider ideas further before discussing.

Cllr Gallagher noted that there is a lot of items in the plan that relate back to the green infrastructure plan, and that there is some overlap with other Committees on some items under the Leisure, Amenities, and Environment heading.

The Chair asked that everyone does a one to five rating of their priority items on the action plan and sends their rankings to the Events, Amenities, and Projects Officer.

The next meeting of this Committee was **confirmed** for 20th December 2022.

There being no further business, the meeting closed at 21:17.



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DRAFT Minutes of the meeting of the Civic & Community Events Committee held in the Anzac Room, Community House on Tuesday 6th September 2022 at 7.30pm

Present: Cllr Lynda Duhigg (Chair), Cllr Wendy Veck (Vice Chair), Cllr Lucy Symonds, Cllr David Seabrook, Cllr Gloria Hill, Cllr Job Harris, Cllr Emelia Simmons,

Officers: George Dyson (Deputy Town Clerk & Civic Officer), Sue Moscatelli (Events, Amenities and projects Officer), Karen Bray (Bookings and Information Officer).

No members of the public were in attendance.

1. CCE205 CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:28 and informed the meeting of the following upcoming events:

Field to Fork event & Barn Dance – 10th September
PTC Fitness Event – 18th September
Bingo – 21st September 2pm-4pm
Cinema – Top Gun, Maverick - 21st September 7.30pm
Wrestling – 8th October 7.30pm

Upcoming notable dates:

Battle of Britain – 15th September 2022
World Alzheimer's Day – 21st September
National Fitness Day – 21st September

2. CCE206 PUBLIC QUESTIONS

No public questions

3. CCE207 TO CONSIDER APOLOGIES FOR ANY ABSENCES AND SUBSTITUTIONS

Cllr Sanderson was absent.

Cllr Symonds was noted as absent initially, however arrived at 19:32.

4. CCE208 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

There were no declarations of interest.

5. CCE209 TO ADOPT THE MINUTES OF 12TH JULY 2022

Proposed by: Cllr Veck. Seconded by: Cllr Harris.

The minutes of the above meeting were **resolved and adopted**.

6. CCE210 TO NOTE THE BUDGETARY UPDATE & START CONSIDERING 2023/24 BUDGETARY REQUIREMENTS

This report was **noted**.

Cllr Symonds arrived at 19:32

7. CCE211 TO RECEIVE ADDITIONAL COUNCILLOR NOMINATIONS FOR CCE TFG & PEACEHAVEN HISTORY TFG

Sue Moscatelli informed the Committee that during a recent meeting of the Community Events TFG it was discussed that it may be beneficial to have more Councillors join the group.

Sue then also informed the Committee that 4 local residents have expressed an interest in joining the Peacehaven History TFG, and that whilst this group has been dormant for sometime it would be good to start meetings again.

Cllr Hill volunteered to join the Community Events TFG

Cllrs Symonds, Harris, and Duhigg, with support from Sue Moscatelli would form the new meetings for the Peacehaven History TFG. Sue Moscatelli will also approach the residents who had expressed an interest in joining, and Cllr Griffiths, who was part of the previous Peacehaven History TFG.

8. CCE212 TO NOTE AND APPROVE CLIMATE CHANGE CONSIDERATIONS WITHIN THE CCE COMMITTEE

Cllr Seabrook reported that this was something discussed at Full Council, and that when reports are completed for Committees, the climate change consideration section of the report should always be completed and considered.

It was proposed that the Committee approve this.

Proposed by: Cllr Harris. Seconded by: Cllr Veck.

The Committee **resolved** to **approve** the consideration of climate change on future reports.

9. CCE213 TO DISCUSS A WARMER HAVENS FOR PEACEHAVEN RESIDENTS

Cllr Seabrook informed the Committee that he has recently spoken with Cllr James MacCleary of Lewes District Council, who is championing a scheme of 'Heat Banks', so that people have somewhere to go to get warm free of charge, during this winter.

Cllr Seabrook would like to develop this idea into a Warm Havens scheme, where Community House is open 4 days a week (in addition to current activities that already take place) for people to keep warm, with hot drinks also available. Cllr Seabrook would also like the usual Christmas shut down of Community House to be deferred until later in the year.

There was a lengthy discussion on this which concluded with the proposal that the Committee calls an extraordinary meeting of the CCE Committee, and invite other stakeholders to attend, at a date to be advised, to receive an Officers report, for further discussion, approval, and agree the setting up of a Haven of Warmth.

Proposed by: Cllr Veck. Seconded by: Cllr Seabrook.

The Committee **resolved** to **agree** to this proposal.

10. CCE214 TO DISCUSS MAYORAL ROLE IN CONNECTION WITH PTC EVENTS

The Chair informed the Committee that she had asked for this item to be put onto the agenda as now that the Marketing and Civic Officer role has been split into the responsibilities of different Officers, there needs to be a defined Officer leading on each event.

Cllr Symonds stated that from a Councillor point of view the events that have taken place have been really positive, well received by the Community, and that the feedback from residents has been lovely.

The Committee discussed in detail the role of each Officer in relation to events, and concluded that they would like to see an action plan in place for events that will note which officer is responsible for which events.

Cllr Symonds left the meeting at 20:34

11. CCE215 TO RECEIVE A VERBAL UPDATE ON FIELD 2 FORK WORKSHOP & BARN DANCE 10TH SEPTEMBER 2022

George Dyson reported that the Field 2 Fork workshops are all ready to go on 10th September, the workshops are all free to attend and local organisations including the Horticultural Society, SCDA, and Havens Community Hub are leading workshops.

The barn dance is also all organised, and everything in place for the event.

Ticket sales for both the Field 2 Fork and the Barn Dance have been slow though, and we are doing a big marketing push on both now to try to increase numbers.

George also extended thanks to the Community Events TFG for their support in planning the events, to Cllr Veck for helping organise the food, and to all the Councillors who have volunteered time for on the day.

The Committee **noted** this verbal report.

12. CCE216 TO RECEIVE A VERBAL UPDATE ON MAYORS FITNESS WEEK

George Dyson informed the Committee that the Mayors Fitness Day will be taking place on Sunday 18th September – right at the start of Fitness Week. We have had a great response from local instructors volunteering their time to run a session, and are working closely with Wave Leisure who also have plans to celebrate Fitness Week.

The event will be completely free to attend, and is being held at the Hub. The day is planned with something for everyone, including children, and those with limited mobility.

The Committee **noted** this verbal report.

13. CCE217 TO NOTE CIVIC UPDATE ON MAYOR, CHARITIES, & FUTURE EVENTS

George Dyson reported to the Committee that in addition to the updates provided in items CCE215 and CCE216, there is also the upcoming Wrestling, Youth Mayor elections, and remembrance service.

The Committee also discussed that it would be nice to investigate the possibility of having a Christmas Carol service this year, as this has not happened since pre-COVID.

The Committee **noted** this verbal report.

14. CCE218 TO DISCUSS AND AGREE ACTION FOR THE WORLD'S BIGGEST MCMILLAN COFFEE MORNING ACTIVITY ON 30TH SEPTEMBER 2022

Sue Moscatelli explained to the Committee how a McMillan Coffee Morning works, and that she would like to investigate the possibility of Peacehaven Town Council hosting one this year.

Karen Bray then informed the Committee that one will already be taking place at Community House which the Horticultural Society are hosting.

15. CCE219 TO RECEIVE APPROVAL TO PROCEED WITH HALLOWEEN NATURE TRAIL FOR CHILDREN 29TH OCTOBER 2022

Sue Moscatelli informed the Committee that she would like to put on a Halloween nature trail where Children can find things hidden in the park, and some additional activities, such as a wordsearch that they can do – it will be a nice Halloween event, and something a bit different to just Trick or Treating.

Karen Bray suggested that it would probably not be a good idea to run this event at Centenary Park due to the amount already in the park on a Saturday, such as Football and Park Run.

The Committee discussed, and felt that the Oval would be a better location for the event.

It was proposed that the Committee agree to the Halloween Nature Trail being run on 29th October.

Proposed by: Cllr Harris. Seconded by: Cllr Hill.

The Committee **resolved** to **agree** to this proposal.

16. CCE220 TO NOTE CHRISTMAS PROPOSAL FROM TRACY PICKETT

Sue Moscatelli provided a brief update to the Committee about which rooms of Community House had been booked for the Christmas event, and informed the Committee that in addition to the hire costs, a donation to the Mayor's charities would also be made.

The Committee **noted** this report.

17. CCE221 TO NOTE CONTINUATION OF BRAND GUIDELINES/ WEBSITE/ SOCIAL MEDIA'S TONE OF VOICE WITH REFERENCE TO EVENT POSTERS

Sue Moscatelli informed the Committee that she and Lisa Hayward have been working on Peacehaven Town Council brand guidelines, which are due to be presented internally on 14th September, and will be presented to Full Council once they are completed.

The Committee **noted** this verbal report.

18. CCE222 TO NOTE ONGOING FUNDRAISING OPPORTUNITIES

Sue Moscatelli informed the Committee that she hopes to be able to include some money in next years budget for the Summer Fair, but that she would also like to conduct some additional fundraising activities to go towards the cost of the Fair and other events that Peacehaven Town Council hosts.

Sue is planning on a Vinted online shop, a bring and buy sale, book sale, swap shop, online jumble sale, and a children's pantomime in conjunction with the Youth Mayor

The Committee added that holding some Tea Dances to fundraise would be a nice idea.

The Committee **noted** this verbal report.

19. CCE223 TO AGREE AND APPROVE 8TH JULY AS DATE FOR THE 2023 SUMMER FAIR

Sue Moscatelli informed the Committee that she has checked with other local Councils to ensure there are no clashes of dates for the Summer Fair, and that most of the surrounding areas have said that they do not plan to hold one at all in 2023.

It was proposed that the Committee accept the 8th July as the date for the 2023 Summer Fair.
Proposed by: Cllr Hill Seconded By: Cllr Veck

The Committee **resolved** to **approve** this proposal.

20. CCE224 TO NOTE THE UPDATED EVENTS CALENDAR

The Committee **noted** the events calendar.

The next meeting of this committee was confirmed for 25th October 2022.

There being no further business the meeting ended at 21:20.



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DRAFT Minutes of the meeting of the Civic & Community Events Committee held in the Anzac Room, Community House on Tuesday 25th October 2022 at 7.30pm

Present: Cllr Lynda Duhigg (Chair), Cllr Wendy Veck (Vice Chair), Cllr David Seabrook (Vice Chair of Council), Cllr Gloria Hill, Cllr Job Harris, Cllr Sue Griffiths.

Officers: George Dyson (Deputy Town Clerk & Civic Officer), Sue Moscatelli (Events, Amenities and projects Officer), Karen Bray (Bookings and Information Officer).

No members of the public were in attendance.

1. CCE225 CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:30, welcomed everyone, and informed the Committee of the following upcoming events:

Barn Dance – 29th October 2022
Armistice Day – 11th November 2022
Remembrance Day – 13th November 2022

2. CCE226 PUBLIC QUESTIONS

No public questions

3. CCE227 TO CONSIDER APOLOGIES FOR ANY ABSENCES AND SUBSTITUTIONS

Apologies were received and accepted from Cllr Lucy Symonds and Cllr Emilia Simmons.

Cllr Sanderson was absent.

Cllr Sue Griffiths is substituting for Cllr Lucy Symonds.

4. CCE228 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

There were no declarations of interest.

5. CCE229 TO ADOPT THE MINUTES OF 6TH SEPTEMBER 2022

Proposed by: Cllr Hill. Seconded by: Cllr Harris.

The minutes of the above meeting were **resolved and adopted**.

6. CCE230 TO NOTE THE BUDGETARY UPDATE & DISCUSS DRAFT 2023/24 BUDGET

The budgetary update was **noted**.

The Deputy Clerk and Civic Officer informed the Committee that he and the Events, Amenities, and Projects Officer have been looking at the draft 2023/24 budget with the Finance Officer, and had met with the Chair and Vice Chair of the Committee to go through a proposed draft budget for 2023/24.

The Deputy Clerk and Civic Officer gave a brief overview of proposed changes to the Civic Budget.

The Events, Amenities, and Projects Officer gave a brief overview of proposed changes to the Marketing Budget.

The Committee **noted** the draft 2023/24 budget.

7. CCE231 VERBAL UPDATE ON THE ELECTION OF THE YOUTH MAYOR

The Deputy Clerk and Civic Officer informed the Committee that a Youth Mayor has been elected following an election run by PCS, and at their expense, and that Ines Bacha has been named Youth Mayor.

The Youth Mayor will be invited to attend the next Full Council meeting.

8. CCE232 TO NOTE AND AGREE FORMAT FOR FUTURE WRESTLING EVENTS

The Deputy Clerk and Civic Officer informed the Committee that all the information from the recent Wrestling event is in the report included in the papers for this meeting, and that a brief overview is that whilst the Wrestling event did make a small profit, this has not taken into account the cost of room hire, full marketing cost, and Officer time in organising and marketing the event.

There was a brief discussion about the set up of the Wrestling.

It was proposed that the Committee accept the recommendation in the report to hire the space to the Wrestling promotor in the future to market and run the event themselves, with the provision that the Council offer to continue to sell tickets for the event from the Information Desk to ensure that residents who cannot buy tickets online can still attend.

Proposed by: Cllr Veck. Seconded by: Cllr Seabrook.

The Committee **resolved** to **agree** to this proposal.

9. CCE233 TO DISCUSS MONTHLY BINGO AT COMMUNITY HOUSE

The Deputy Clerk and Civic Officer informed the Committee that the monthly Bingo is currently running at a significant loss if the cost of Officer time is taken into account due to a lack of volunteers to help run the event.

The Committee discussed the report and considered whether it would be possible to outsource the Bingo to another local organisation, or work with other local organisations to run the event.

It was proposed that we have another attempt at marketing the Bingo better to try to encourage more volunteers along and receive another report at the next Committee meeting.

Proposed by: Cllr Griffiths. Seconded by: Cllr Seabrook.

The Committee **resolved** to **agree** to this proposal.

10. CCE234 TO RECEIVE A VERBAL UPDATE ON THE ORGANISATION OF ARMISTICE AND REMEMBRANCE DAY

The Deputy Clerk and Civic Officer informed the Committee that Armistice Day is on 11th November 2022 and that local School Children would be attending the memorial to read some poems and be involved with a service led by The Rev. Tim Mills and the Royal British Legion.

Remembrance Day is Sunday 13th November, and a parade will muster at the Joff Car Park for 10:15 and follow the same route as last year, ending at the Memorial for a traditional Remembrance Service starting from 10:45. Local organisations have received invites to both the parade and service for which there has been a positive response so far.

An email went out to all Councillors and Officers last week with full details and copies of the draft programme for Remembrance day.

The Committee **noted** this verbal report.

11. CCE235 TO DISCUSS AND AGREE BI-ANNUAL SUMMER FAYRE

The Events, Amenities, and Projects Officer informed the Committee that Telscombe Town Council have been in touch to ask whether we would consider alternating the years that we run a Summer Fayre as both Town Councils are going after the same sponsorship, supporters, and people to attend.

After a brief discussion, it was proposed that the Committee accept the recommendation to run the Summer Fayre bi-annually with Telscombe Town Council, starting with Peacehaven Town Council in 2023.

Proposed by: Cllr Veck Seconded by: Cllr Hill

The Committee **resolved** to **agree** to this proposal.

12. CCE236 VERBAL UPDATE ON HALLOWEEN EVENT ON 29TH OCTOBER 2022

The Events, Amenities, and Projects Officer informed the Committee that due to forecast weather conditions on 29th October, and the weather conditions in the run up to the event with the Oval already very slippery underfoot, a decision has been made to cancel the planned event.

It was also highlighted that there was a lot of competition that weekend with other events going on, and that in the future any events planned for this time of year would be planned inside.

The Committee **noted** this verbal report.

13. CCE237 TO NOTE THE UPDATED EVENTS CALENDAR

The Committee asked about whether the Warm Havens should be on the events Calendar.

The Events, Amenities, and Projects officer informed the Committee that work is taking place regarding the Warm Havens and that there will be nothing further about this until we know whether we have been successful in a bid for grant funding to implement a Warm Havens Scheme.

The Committee also highlighted that November dates for Bingo and Cinema are missing from the calendar.

The Committee **noted** the events calendar.

The next meeting of this committee was confirmed for 13th December 2022.

There being no further business the meeting ended at 20:23.



Tony Allen
TOWN CLERK
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FAX: 01273 583560
E-MAIL: Townclerk@peacehaventowncouncil.gov.uk

PEACEHAVEN TOWN COUNCIL

TOWN COUNCIL OFFICE
MERIDIAN CENTRE
MERIDIAN WAY
PEACEHAVEN
EAST SUSSEX
BN10 8BB

DRAFT Minutes of the meeting of the Extraordinary Civic and Community Events Committee held in the Copper Room at Community House on Monday 21st November 2022 at 11:00am

Present: Cllr Duhigg (Chair), Cllr Seabrook, Cllr Hill, Cllr Simmons, Cllr Griffiths.

Officers Present: George Dyson (Deputy Town Clerk & Civic Officer), Sue Moscatelli (Events, Amenities, and Projects Officer).

No members of the public were present.

1 CCE238 CHAIRS ANNOUNCEMENT

The Chair opened the meeting at 11:01, welcomed everyone and informed the meeting of the following:

- Next Bingo at Community House is 23rd November, 2 – 4pm.
- Next Cinema is also on 23rd November, which is Fisherman's Friends One and All.
- Christmas Market at Community House/ Meridian Centre is 26th November, 11am – 4pm.
- 30th November is the final day for Seahaven Community Food collections.
- 3rd December is International persons with disabilities day.

There is now a glove/hat/scarf donation box in Community House.

Lisa Hayward's last day of work for PTC is 24th November.

2 CCE239 PUBLIC QUESTION TIME

No public questions.

3 CCE240 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

Apologies were received from Cllr Veck, Cllr Symonds, Cllr Harris, and Cllr Sanderson.

Cllr Simmons was initially noted as absent, but arrived at 11:06.

These apologies were **noted**.

Cllr Griffiths is substituting for Cllr Symonds.

4 CCE241 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

There were no declarations of interest.

5 CCE242 TO APPROVE AND SIGN THE MINUTES OF THE MEETING OF THE CIVIC AND COMMUNITY EVENTS COMMITTEE MEETING HELD ON 25TH OCTOBER 2022

Proposed By: Cllr Seabrook

Seconded By: Cllr Hill

The minutes of the meeting held on 25th October 2022 were **agreed and adopted**.

6 CCE243 TO NOTE AND APPROVE THE WARM HAVENS REPORT PROPOSAL

The Events, Amenities, and Projects Officer introduced the report about the Warm Havens Scheme, Peacehaven Town Council have been awarded £1500 to run the scheme and plan to open from 09:00 – 12:30, Mondays and Wednesdays from 30th November 2022 until 1st March 2023.

There was a lengthy discussion about the Warm Havens scheme, and the Events, Amenities, and Projects Officer answered a number of questions about how it would work.

It was proposed that the Committee accept the recommendation in the report as a minimum offering and review at the next Civic and Community Events Committee meeting after receiving feedback from the Community.

Proposed by: Cllr Seabrook Seconded by: Cllr Hill

The Committee **resolved** unanimously to **agree** to this proposal.

Cllr Seabrook extended his thanks to the Events, Amenities, and Projects Officer, and the Deputy Town Clerk and Civic Officer for their work on the Warm Havens project so far. The Chair also reinforced the thanks to the Officers involved.

The next meeting of this Committee was **confirmed** for 13th December 2022.

There being no further business, the meeting closed at 11:51.

Agenda Item: C968-f-i

Committee: Council

Date: 1st December 2022

Title: CCTV

Report Authors: Cllr Symonds, Parks Officer & Town Clerk

Purpose of Report: To Report

We have replaced 4 static cameras at Centenary Park; (two in the car park entrance and two on the café, one facing east to the playground and 1 facing south outside the toilets) and one moving camera replaced, with upgraded recording devices included.

Although not yet officially members of the Sussex Police CCTV Partnership, we were invited to the Public Facing CCTV Partnership meeting on the 19th October 2022. At this meeting, the main focus of discussion was the renewal of Partners contracts and a new contract with BT which currently supplies the communications links.

The recommendation is for taking a 3-year contract option with BT. As PTC are not yet partners, we cannot formally vote, but have expressed informally our support for this option.

We will keep liaising with Jo Atkinson (Inspector, Force Contact, Command and Control Department, Sussex Police), and we expect to be able to meet with her before early new year.

We have been given a copy of the current partnership MOU/Contract which will not change until the ongoing contract with BT is sorted out.

Until we have met with Jo Atkinson to develop the PTC MOU/Contract and fill in our knowledge gaps (Agreement, technical, costings, etc.), we do not yet have anything formal to put to Council.

Agenda Item: C968-f-ii
Committee: Full Council
Date: 6th December 2022
Title: Report from Hub Task and Finish Group
Report Author: Parks officer , projects officer and Cllr Gallagher
Purpose of Report. To update and seek agreement to next steps

INTRODUCTION

The building now known as The Hub was built originally as a Sports Pavilion some 40 years ago.

As part of the Big Parks project in 2014 it was upgraded.

The original interior lay out has been amended over the years.

Following reports presented to and decisions made at Leisure, Amenities and Environment Committee (LA&E) and Policy and Finance covering renewable and sustainable energy provision.

At Council held on 23rd June 2022 following a report presented by the Parks Officer, the decision was made by Councillors to set up a Task and Finish Group to work

-To carry out surveys of the stakeholders and public and to carry out a feasibility study of the building to help ascertain the future use and needs and how to accommodate these in the hub. Either by upgrading and extending the current building and layout or a by a completely new building

The TASK was to consult users and the public, obtain quotes for a Feasibility Study with costings for the proposed works.

FINISH by report to Council with recommendations and information by December 2022.

BACKGROUND

Several meetings have taken place of the T&F Group, which was made up of Cllrs Gallagher, Sharkey and White with support from Parks Officer and Projects Officer.

The first meeting was 12th July 2022 and the last on 18th November 2022.

During that 5 months there were two changes the pre-school Group changed ownership and roof repairs were carried out which unfortunately due to torrential rain failed.

The need for permanent structural and sustainable solutions became more urgent.

- 1. CONSULTATION** The two major users were interviewed and the way they used the building had changed over the years.

Further consultation is needed via Survey monkey and by drop-in Community meeting with key organisations, to widen potential uses for the building to help increase revenue.

Surveys have been done to support the Neighbourhood Development Plan regarding sports and leisure facilities which feed into this project.

2. ENERGY ASSESSMENT

This has been done by Skyline Energy Assessors and ideas for sustainable energy including solar panels have been obtained from various professionals.

ANALYSIS

The Hub is now in need of modernisation not only decoratively but also infrastructurally making it a fully accessible building which can be used by residents for the next 40 years

Since the TFG was set up there has been issues with the hub roof leaking, these have been temporarily repaired but the roof has come to the end of its life expectancy, it is dry for now, but this is not a permanent fix, so a solution needs to be found soon.

WHY IS A FEASIBILITY STUDY NEEDED

A feasibility study—sometimes called a feasibility analysis or feasibility report—is a way to evaluate whether or not a project plan could be successful. A feasibility study evaluates the practicality of your project plan in order to judge whether or not you're able to move forward with the project.

The Brief for Projects such as this follow the Royal Institute of British Architects (RIBA) Stages for Plans of Work

Stage 1 is Preparation and Brief, this includes feasibility studies, surveys of the existing site or building and initial cost appraisals

Once the feasibility study has compiled the information and recommendations resulting from this will be bought before the council so a decision can be made on how to take the project forward, depending on analysis of the feasibility study, the expected costs, and how it can be funded then a new TFG may be set up to do this.

Possible Companies for feasibility study

Kaner Olette who were involved in 2014 Big Park Project, designed award winning Gateway Café and are currently doing A259 High Street renovation Feasibility Study.

Spruce Architects who did a artist impression for previous Town Manager

Strickland Wright a Brighton based company who are working on Café Project for Telscombe Town Council.

CONCLUSION

With a growing population and the recognised benefit derived from physical activity, social interaction, and education Peacehaven needs to invest in a ~~Sports~~ and Leisure building for the 21st Century, the feasibility study will help PTC to decide on what needs to be done to make this a reality.

Recommendations

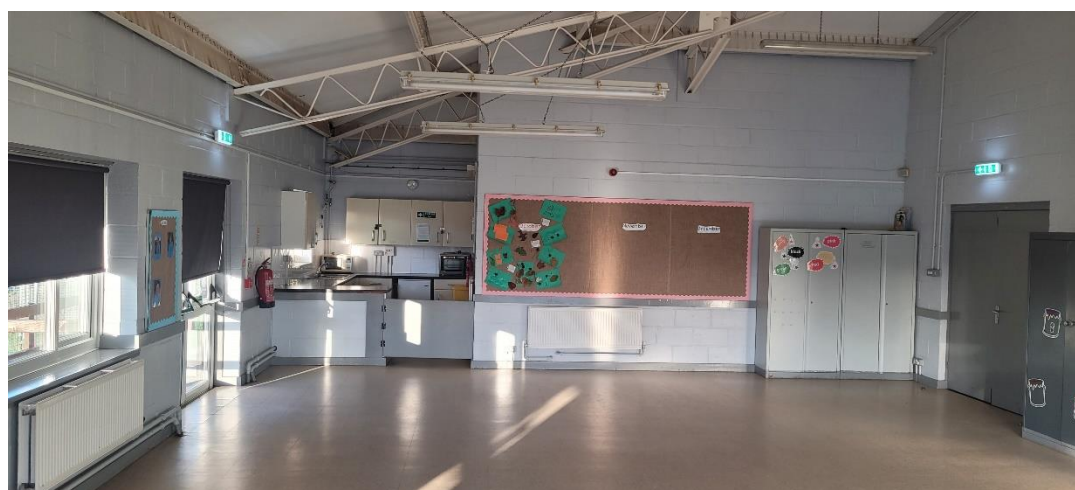
1. To agree to Commission a Feasibility Study for RIBA Stage 1 as quoted to be paid for from PTC CIL
2. To agree a continue with a Task and Finish Group to take the project to the next stage (to be defined)

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u> <ul style="list-style-type: none">• Use of capital?• Replacement of asset?• Reduced expenditure?• Increased income?• Budget provision?	Use of PTC CIL Possible Cil Bid Use of capital
<u>Legal</u>	Obligated to have a save environment in the Hub
<u>Environmental and sustainability</u>	The hub needs to become a sustainable building
<u>Crime and disorder</u>	
<u>Social value</u>	The hub is an important asset used by residents and businesses.
<u>Climate</u> <ul style="list-style-type: none">• Carbon footprint?	To monitor how much the carbon final project might produce

Appendices/Background papers



**Peacehaven and Telscombe Neighbourhood Plan
Steering Group Meeting
2nd November 2022 at 2.00 pm via Zoom**

IN ATTENDANCE:

C Gallagher (CG)	Cllr (Chair)
D Judd (DJ)	Cllr
L O'Connor (LOC)	Cllr
R White (RW)	Cllr
T Allen (TA)	Peacehaven Town Clerk
S Newman (SN)	Telscombe Town Clerk
N Astley (NA)	Planning Consultant
J Boot (JB)	Planning Consultant

1. Welcome, Introductions and apologies

JB welcomed everyone to the meeting. There were no apologies.

2. Documentation to LDC

NA confirmed the NP documents were sent to LDC about a week ago and they have confirmed receipt. Timetable: hoping to start the 6-week public consultation second week in January but fortnightly meetings in December with LDC to clarify any issues arising while they are reviewing the documents; it was agreed these would be with NA and JB plus a Steering Group member (depending on the query). The 6-week consultation will probably run into the purdah period for local elections - therefore meetings to discuss the public consultation findings can take place during that time. When the local elections are completed, the NP can go straight to examination. It was agreed NA would send an e-mail update to Steering Group members after the December meetings. A referendum would likely take place during the summer of 2023, but exact timing to be agreed.

3. Documentation to Councillors and Steering Group members

JB asked the best way of circulating this: NA confirmed there would be an LDC web-page going live in January when the consultation starts and a link to that could be circulated. Discussion took place on whether to circulate the updated Neighbourhood Plan, Condition Statement and Consultation Statement prior to LDC sign-off: CG felt that all Councillors should be in receipt of it due to planning issues. ***ACTION: NA to circulate these 3 documents to both Town Clerks who will forward out to their respective Councillors.***

4. Kaner Olette Update

NA reported the consultation finished on 31 October, Peacehaven Town Council received some additional responses which have been sent to them to be included in the draft Feasibility Report.

5. Budget

Both Town Clerks were asked to report on the current situation: TA believed there was only about £2000 - £2500 remaining and PTC were proposing another £5000 for the 2023/24 draft budget. It was suggested Telscombe allocate £2,500 for next year. CG noted that due to continued involvement from JB and NA for the remainder of this year (and next year when the Inspection and Referendum takes place) further expenditure was anticipated. It was noted that during the consultation period posters and leaflets may be needed, also for the referendum so budget provision should be included for these items.

6. Creating Awareness

CG felt that some printed copies of the Plan should be available. RW suggested including the school during the summer term to raise awareness – whilst students couldn't vote, their parents can. Discussion also took place on holding some public events during the consultation period to raise awareness and it was agreed a pop-up stall in the Meridian Centre on a Saturday morning would be the best way to create community engagement.

ACTION: JB to update Press Release and circulate again to the Steering Group; once approved GW to promote on social media.

7. Moving Forward – reporting to Planning and Highways

As the Neighbourhood Plan was reported under Planning Committee, CG has been giving updates and at the most recent meeting she also reported on the projects which came out of the NP such as Active Travel, the Kaner Olette study and SDNP - CG sought agreement from the Town Clerks that this was the appropriate way forward. Both TCs agreed. Also a report to full Council as a separate agenda item.

8. Any Other Business

- a) CG reported people had asked about the cost of the NP over a 5-year period and approximate costings suggested £51,000 - which was excellent given the size of the NP and the staff challenges between the two Councils. She believed the Town Councils' total contribution over that time was £33,000 and Locality was £18,000 (the maximum available) – JB pointed out that all the AECOM work had been done free (estimated at another £50,000 - £70,000) which had been provided additional support.
- b) A senior economist at AECOM had been in contact regarding input for the new LDC Local Plan who spoke to Peacehaven Chamber of Commerce and the Town Council on economic needs. The work done for the NP by the University of Brighton was also made available to them as it was relevant data.
- c) AECOM are also doing a landscape character assessment and the design guides used in the NP were being consulted. NA noted that when the previous Local Plan was being put together back in 2013, there was very little mention of Peacehaven and Telscombe so it was encouraging that this time, greater consultation had been given. JB mentioned the Oxford Centre for Social Inclusion (OCSI) who publish a lot of population data which may be of interest in the absence of the most up to date Census information.
- d) ***ACTION: NA to contact Planners at SDNP to keep them up to date with the latest information and timetable.***

Meeting closed at 2.40pm

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Steering Group Meeting
2nd November 2022 at 2.00 pm via Zoom**

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- d) ***ACTION: NA to contact Planners at SDNP to keep them up to date with the latest information and timetable.***

Meeting closed at 2.40pm

To: NICOLA PAPANICOLAOU

FROM: PEACEHAVEN TOWN COUNCIL of The Meridian Centre Roderick
Avenue Peacehaven East Sussex BN10 8BB

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Signed by

Dated

2022

DATED

2022

LEASE

relating to

Gateway Café Centenary Park Piddinghoe Avenue Peacehaven East Sussex BN10 8RJ

between

Peacehaven Town Council

and

Papachinos Limited

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LR1. Date of lease

2022

LR2. Title number(s)**LR2.1 Landlord's title number(s)**

ESX32253

LR2.2 Other title numbers

None

LR3. Parties to this lease**Landlord**

PEACEHAVEN TOWN COUNCIL

The Meridian Centre Roderick Avenue Peacehaven BN10 8BB

Tenant

PAPACHINOS LIMITED

Gateway Café The Sports Park Piddinghoe Avenue Peacehaven East Sussex BN10 8RH

Company Registration Number 10043088

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and **Error! Reference source not found.** of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building [except those set out in **Error! Bookmark not defined.****Error! Reference source not found.** of **Error! Reference source not found.**].

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements set out in **Error! Bookmark not defined.** of **Error! Reference source not found.** to this lease are granted by this lease for the benefit of the Property.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements set out in **Error! Bookmark not defined.** of 0 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

This lease is dated

2022

PARTIES

- (1) PEACEHAVEN TOWN COUNCIL of The Meridian Centre Roderick Avenue Peacehaven East Sussex BN10 8BB (**Landlord**)
- (2) PAPACHINO'S LIMITED (Company Registration Number 10043088) whose registered office is at Gateway Café The Sports Park Piddinghoe Avenue Peacehaven East Sussex BN10 8RH (**Tenant**)

BACKGROUND

- (A) The Landlord is the freehold owner of the Building.
- (B) The Property forms part of the Building.
- (C) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent at an initial rate of £8,000.00 per annum and then as revised under 0

Authorised Person: any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Property or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Break Date: A date which is at least 3 months after service of the Break Notice

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with clause 0.

Building Damage: damage to or destruction of the Building (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use or inaccessible.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of 10 years from and including the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

Insolvency Event: subject to clause 1.14, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

Insurance Rent: the aggregate in each year of:

- a) a fair proportion of the gross cost of any premiums that the Landlord expends after any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Building (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;
- b) a fair proportion of the gross cost of the premium that the Landlord expends in effecting public liability insurance in relation to the Common Parts in accordance with this lease after any discount or commission is allowed or paid to the Landlord);

- c) the gross cost of the premium after any discount or commission for insurance for loss of Annual Rent from the Property for 3 years; and
- d) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) to (c) of this definition.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, [terrorism,] subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of [NAME OF BANK] or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

Landlord's Neighbouring Property: the freehold property known as The Sports Park Piddinghoe Avenue Peacehaven East Sussex BN10 8RH as the same is registered under title number ESX32253

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

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

Permitted Use: use as a licenced café and restaurant

Property: the property described in **Error! Reference source not found..**

Property Plan: the plan annexed to this lease at ANNEX A and marked "Property Plan".

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property)

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement of the Building (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Building that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: the date of this lease.

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December

Reservations: the rights excepted and reserved in **Error! Bookmark not defined.** of 0.

Rights: the rights granted in **Error! Bookmark not defined.** of **Error! Reference source not found.**

Services: the services set out in **Error! Reference source not found.** of **Error! Reference source not found.**

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Tenants Undertaking: the list of matters attached to this lease marked Tenant's Undertaking

Term: the Contractual Term

Termination Date: the date on which the Term ends (however it ends).

Third Party Rights: the matters set out in **Error! Reference source not found.**

Trading Hours: for the period from 1st October until 28th February in every year the hours of 9:00 am to 17:00 pm on Mondays to Sundays (inclusive) and for the period from 1st March until 30th September in every year the hours of 9:00 am to 18:00 pm or such alternative hours as the Landlord (acting reasonably) may stipulate from time to time as being the usual trading hours

Transaction: is:

- a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
- b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
- c) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:

- a) of an exclusion imposed by the insurers; or
- b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and **Uninsured Risk** means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax [or any equivalent tax] chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns; and
 - (c) a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 0;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 0;
- 1.13 Unless the context otherwise requires, 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.
- 1.14 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:
 - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.15 A reference to **writing** or **written** excludes fax and email.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England
- 1.18 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 1.20 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:

- (a) for the Contractual Term;
- (b) with full title guarantee;
- (c) together with the Rights;
- (d) excepting and reserving the Reservations; and

- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

- (a) the Annual Rent;
- (b) the Insurance Rent;
- (c) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995 and shall use all reasonable endeavours to comply with the matters referred to or contained in the Tenants Undertaking attached to this lease

4. Payment of Annual Rent

The Tenant must pay the Annual Rent on the Rent Payment Dates in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
- (b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

- 7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of] its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease [provided that that schedule is served on or before the date which is [six] months from and including the Termination Date]; or
- (e) any consent or approval applied for under:
 - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord

11. Prohibition of dealings

Except as expressly permitted by clause 12 the Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
- (b) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

12. Assignments

12.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

12.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

- (v) is otherwise in a form reasonably required by the Landlord;
 - (b) a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in **Error! Reference source not found.** (but with such amendments and additions as the Landlord may reasonably require
- 12.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
 - (a) the Annual Rent or any other sum due under this lease [(where that other sum is not the subject of a genuine dispute with the Landlord)] is outstanding;
 - (b) there is a material breach of covenant by the Tenant that has not been remedied; or
 - (c) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.
- 12.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

13. Underletting

- 13.1 The Tenant must not underlet the whole or any part of the Property

14. Sharing Occupation

- 14.1 The Tenant may not share occupation of the Property

15. Repair

- 15.1 The Tenant must:
 - (a) ensure that any Service Media forming part of the Property is kept in good working order;
 - (b) keep the Property clean, tidy and clear of rubbish; and
 - (c) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.
- 15.2 The Tenant shall not be liable to repair the Property) to the extent that any disrepair has been caused by:
 - (a) an Insured Risk unless and to the extent that:

- (i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with **Error! Bookmark not defined.****Error! Reference source not found.** of 0); or
- (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of 0

16. Decoration

The Tenant must:

- (a) decorate the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
- (c) carry out the decoration required in the last three months before the Termination Date to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

17. Alterations

17.1 Except as permitted by this clause 18, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

17.2 Any alterations permitted by this clause are subject to clause 17.6.

17.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.4 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Building that are at the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 18;
- (b) those alterations do not adversely impact on the structural integrity of the Building; and
- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.5 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.6 The Tenant must not carry out any alteration to the which would[, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the Building.

18. Signs

18.1 The Tenant must not display any Signs inside the Property that are visible from outside the Property; or attach any Signs to the exterior of the Property.

19. Returning the Property to the Landlord

19.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

19.2 Subject to clause 19.3, the Tenant must by the Termination Date:

(a) remove:

(i) any tenant's fixtures from the Property;

(ii) any alterations to the Property undertaken by or for any tenant, and

(iii) any Signs erected by the Tenant at the Building; and

(b) make good any damage caused to the Building by the removal of those items and alterations.

19.3 If the Landlord gives notice to the Tenant no later than [two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 19.2(a)(i) and clause 19.2(a)(ii) shall not be removed pursuant to clause 19.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

19.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

19.5 The Tenant:

(a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Building by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

(b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

20. Use

20.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

20.2 The Tenant must use all reasonable endeavours to keep the Property open for trading during the Trading Hours. Except that the Tenant shall not be required to be open for trading in any period during which:

- (a) the Tenant (or any authorised undertenant or occupier) is carrying out any alterations to the Property that are permitted or required by this lease;
- (b) the Tenant has vacated the Property in anticipation of an authorised assignment of this lease or underletting;
- (c) it is not possible to occupy or access the Property following damage to or destruction of the Building by an Insured Risk [or an Uninsured Risk]; or
- (d) occupation or trading would result in a breach of any other provision of this lease.

20.3 The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any property that neighbours the Building;
- (e) overload any part of the Building nor overload or block any Service Media at or serving the Property;
- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (g) interfere with any Service Media at the Building;
- (h) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (i) allow any person to sleep at or reside on the Property.

21. Regulations

The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate

management and notified to the Tenant relating to the use of the Building and any other neighbouring or adjoining property provided that:

- (a) such regulations do not materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights; and
- (b) if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail].

22. Exercise of the Rights

22.1 The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use;
- (b) in accordance with any regulations made by the Landlord under clause 21; and
- (c) in compliance with all laws relating to the Tenant's use of the Building and any other neighbouring or adjoining property pursuant to the Rights.

23. Allow entry

23.1 Subject to clause 23.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

23.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

24. Compliance with laws

24.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

24.2 Within 5 working days of receipt of any notice or other communication affecting the Property or Building (and whether or not served pursuant to any law) the Tenant must:

- (a) send a copy of the relevant document to the Landlord; and

- (b) to the extent that it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 24.3 The Tenant must not:
 - (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this lease); or
 - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 24.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 24.5 The Tenant must:
 - (a) comply with its obligations under the CDM Regulations;
 - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - (c) give that health and safety file to the Landlord at the Termination Date;
 - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Building. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
 - (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 24.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 24.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 24.8 The Tenant must keep:
 - (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all

relevant laws or required by the insurers of the Property [or recommended by them] or reasonably required by the Landlord; and

- (b) that machinery, equipment and alarms properly maintained and available for inspection.

25. Registration of this lease

25.1 The Tenant must:

- (a) apply to register this lease at HM Land Registry promptly following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within [one month] of completion of the registration.

[The Tenant must not:

- (d) apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;
- (e) object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or
- (f) apply for an official copy of any exempt information document version of this lease.

26. Closure of registered title

26.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease promptly and in any event within one month following the Termination Date.

26.2 The Tenant must:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 26.1 are responded to promptly and properly; and
- (b) keep the Landlord informed of the progress and completion of that application.

27. Encroachments and preservation of rights

27.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

- 27.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 27.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 27.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 27.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
- (a) immediately inform the Landlord and give the Landlord notice of that action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

28. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

29. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

30. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

31. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 0 of 0, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

32. Re-entry and forfeiture

32.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (f) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (g) any breach of any condition of, or tenant covenant in, this lease; or
- (h) an Insolvency Event.

32.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

33. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

33.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

33.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building [except those set out in **Error! Bookmark not defined.****Error! Reference source not found.** of **Error! Reference source not found.**..

34 Exclusion of sections 24 to 28 of the LTA 1954

34.1 The parties:

- (i) confirm that:
 - (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, [not less than 14 days] before this lease was entered into;
 - (ii) [the Tenant **OR** [DECLARANT'S NAME] who was duly authorised by the Tenant to do so] made a declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) there is no agreement for lease to which this lease gives effect; and
- (j) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

35. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

36. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Building (excluding the Property)[, the Landlord's Neighbouring Property] or any other neighbouring or adjoining property.

37. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

38. Landlord's option to break

38.1 The Landlord may terminate this lease by serving a Break Notice on the Tenant at least three months before the Break Date.

38.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice the Tenant has not paid by way of cleared funds any part of the Annual Rent

- (k) the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession

- 38.3 Following service of a Break Notice this lease shall terminate on the Break Date.
- 38.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
- 38.5 If this lease terminates in accordance with clause 39.3, then, within ten working days of the Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the Break Date up to but excluding the next Rent Payment Date.

39. Breach of repair and maintenance obligation

- 39.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 39.2 Following the service of a notice pursuant to clause 0, the Landlord may enter the Property and carry out the required works if the Tenant:
- (l) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
 - (m) is not carrying out the required works with all due speed.
- 39.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 0 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 39.4 Any action taken by the Landlord pursuant to this clause 0 shall be without prejudice to the Landlord's other rights (including those under clause 0).

40. Notices

- 40.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:
- (n) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
 - (o) by pre-paid first-class post or other next working day delivery service:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom
- 40.2 If a notice complies with the criteria in clause 0, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
- (p) delivered by hand, at the time the notice is left at the proper address; or
 - (q) sent by pre-paid first-class post or other next working day delivery service, on the [second] working day after posting

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

41. Consents and approvals

- 41.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
- (r) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (s) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 41.2 If a waiver is given pursuant to clause 0, it shall not affect the requirement for a deed for any other consent.
- 41.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
- (t) the approval is being given in a case of emergency; or
 - (u) this lease expressly states that the approval need not be in writing.
- 41.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
- (v) imply that any consent or approval required from a third party has been obtained; or
 - (w) obviate the need to obtain any consent or approval from a third party.
- 41.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

41.6 Where:

- (x) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage

42. VAT

- 42.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 42.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 42.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).
- 42.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

43. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. 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.

44. Entire agreement

- 44.1 This lease and the documents annexed to it constitutes the whole agreement between the parties and supersede[s] all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 44.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on[, and shall have no remedies in respect of any representation or warranty (whether made innocently or negligently).
- 44.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

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

45. Contracts (Rights of Third Parties) Act 1999

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

46. Governing Law

This lease 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.

47. 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 lease 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.

Schedule 1 - Property

The premises known as the Gateway Café Centenary Park Piddinghoe Avenue
Peacehaven East Sussex BN10 8RH

Schedule 2 Rights

The Landlord grants to the Tenant the following Rights:

1. The right to position and use a mobile catering unit on the Property in a location to be agreed between the Landlord and the Tenant upon terms and conditions to be agreed with the Landlord in advance of the siting of this unit.
2. A right of way over such of the adjoining property of the Landlord as is necessary for the Tenant's lawful use of the Property

Schedule 3**Reservations**

Subject to the Landlord complying with clause 0, the right to enter the Property to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations for any other purpose mentioned in or connected with this lease;

Schedule 4 Rent review

Part 1 Definitions

1. Definitions

The following definitions apply in this 0.

Index: means the all items figure of the Index of Retail Prices published by the Office for National Statistics or any officially published index intended to supercede it

The Index figure for a particular date means the last published figure of the Index before that date

If the method of calculation of the Index is changed any official reconciliation between the old and the new method should be adopted

Part 2 Review of the Annual Rent

1. Review

1.1 On each Rent Review date the rent is to be adjusted by reference to the Index, as follows:

(a) the adjusted rent is to be the initial rent payable under this lease (after any rent free period has expired) multiplied by the Index figure at the Rent Review date and divided by the Index figure at the start of the term of this lease

(i) The Tenant is to pay rent at the rate applying before the Rent Review date until the next Rent Payment Date after the new rent is agreed or decided

(ii) Starting on that Rent Payment date, the Tenant is to pay the new rent

(iii) On that Rent Payment date:

The Tenant is also to pay an amount by which the new rent exceeds the rent paid, with Interest at 4% below the Law Society's interest rate on the excess of each instalment from its Rent Payment date

The Landlord is to refund any amount by which the rent paid exceeds the rent payable since the Rent Review date, with interest at 4% below the Law Society's interest rate on the excess of each instalment from the date of receipt

2. Disputes

2.1 Any dispute under any part of this Schedule is to be decided by arbitration in accordance with Clause of this lease

Schedule 5 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Building insured against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property and the Building in this 0 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Property that form part of the Property unless:
 - (i) those alterations are permitted or required under this lease;
 - (ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - (c) the Building when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Landlord to provide insurance details

- 2.1 In relation to any insurance effected by the Landlord under this 0, the Landlord must:
- (a) at the request of the Tenant [(such request not to be made more frequently than once a year)] supply the Tenant with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums; and
 - (iii) details of any commission paid to the Landlord by the Landlord's insurer;
 - (b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after] the Landlord or its agents becoming aware of the change; and
 - (c) use reasonable endeavours to procure that the Landlord's insurer:
 - (i) waives its rights of subrogation against the Tenant and any lawful undertenants or occupiers of the Property;

- (ii) includes in the insurance policy a non-invalidating provision in respect of any act or default of the Tenant; and
- (iii) permits the interest of the Tenant to be noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy.

3. Tenant's obligations

3.1 The Tenant must pay the Insurance Rent to the Landlord on demand

3.2 The Tenant must:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Building may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));

4. Rent suspension

4.1 Subject to paragraph 4.2 and paragraph 4.3 of this Schedule, if any Building Damage by an Insured Risk or an Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Building Damage) shall be suspended until the earlier of:

- (a) the date on which the Building has been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) the date which is [three] years from and including the date on which that Building Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Building Damage is caused by:

- (a) an Insured Risk and:
 - (i) the policy of insurance in relation to the Building has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and

- (ii) the Tenant has not complied with **Error! Bookmark not defined.****Error! Reference source not found.** of this Schedule ; or
 - (b) an Uninsured Risk and the Building Damage was Tenant Damage.
- 4.3 If payment of the Annual Rent would be suspended under paragraph 4.1 of this Schedule but the rent suspension period would have commenced before the Rent Commencement Date, the following shall apply:
- (a) the "Original Rent Commencement Date" shall be the date specified in the definition of Rent Commencement Date in clause 1.1;
 - (b) the "Suspension Period" shall be the period for which the Annual Rent would have been suspended under paragraph 4.1 of this Schedule had the Annual Rent been payable from the date on which this lease was granted;
 - (c) the "Rent Resumption Date" shall be the day after the last day of the Suspension Period;
 - (d) X shall be:
 - (i) the number of days from and including the date on which the Suspension Period commences to and including the earlier of the last day of the Suspension Period and the day before the Original Rent Commencement Date; or
 - (ii) if only a proportion of the Annual Rent due would have been suspended during the Suspension Period, an equivalent proportion of the number of days calculated under paragraph 4.3(d)(i) of this Schedule (rounding up to the nearest whole day);
 - (e) if the Rent Resumption Date is on or before the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Original Rent Commencement Date; and
 - (f) if the Rent Resumption Date is after the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Rent Resumption Date.

5. **Landlord's obligation to reinstate following damage or destruction by an Insured Risk**

- 5.1 Following any damage to or destruction of the Building by an Insured Risk, the Landlord must:
- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
 - (b) reinstate the relevant parts of the Building except that the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;

- (ii) reinstate unless the Tenant has paid the sums due under **Error! Bookmark not defined.** and **Error! Bookmark not defined.** of this Schedule;
- (iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
- (iv) reinstate after a notice to terminate has been served pursuant to this 0.

5.2 If the Landlord is obliged to reinstate the relevant parts of the Building pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:

- (a) use all insurance money received (other than for loss of rent) and all sums received under **Error! Bookmark not defined.** and **Error! Bookmark not defined.** of this Schedule for the purposes of that reinstatement; and
- (b) make up any shortfall out of its own funds.

6. Termination if reinstatement impossible or impractical following Building Damage by an Insured Risk

6.1 Following Building Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Building, the Landlord may terminate this lease by giving notice to the Tenant within [six months] from and including the date on which that Building Damage occurred.

7. Building Damage by an Uninsured Risk

7.1 If the Annual Rent (or a fair proportion of it) is suspended under paragraph 4.1 of this Schedule due to Building Damage by an Uninsured Risk, then, within [12] months from and including the date on which that Building Damage occurred, the Landlord must either:

- (a) terminate this lease by giving notice to the Tenant; or
- (b) notify the Tenant that it intends to reinstate the relevant parts of the Building at its own cost.

7.2 If the Landlord notifies the Tenant under paragraph 7.1(b) that it intends to reinstate the relevant parts of the Building, then the Landlord must use:

- (a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
- (b) its own monies to reinstate the relevant parts of the Building but the Landlord shall not be obliged to:

- (i) reinstate unless all necessary planning and other consents are obtained;
- (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
- (iii) reinstate after a notice to terminate has been served pursuant to this 0.

7.3 If paragraph 7.1 applies but the Landlord has not served a notice under either paragraph 7.1(a) or paragraph 7.1(b) by the date which is [12] months from and including the date on which the relevant Building Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible.]

8. Termination if reinstatement not complete by expiry of rent suspension

8.1 If Building Damage by an Insured Risk [or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 7.1(b) of this Schedule)] occurs and the relevant parts of the Building have not been reinstated so as to make the Property fit for occupation and use and accessible by the date which is [three] years after the date on which that Building Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

- (a) such notice is served before the relevant parts of the Building have been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 15 or this 0.

9. Consequences of termination

9.1 If either party gives a notice to terminate this lease in accordance with this 0:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Building shall belong to the Landlord.

10. Landlord not obliged to reinstate other Lettable Units

10.1 Nothing in this 0 shall oblige the Landlord to reinstate any Lettable Unit (except the Property).

11. Tenant Damage

- 11.1 If any damage to or destruction of the Building by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the relevant parts of the Building but if the Landlord chooses to do so, the Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating.

12. Tenant to Insure for Employers Liability and Public Liability

The Tenant shall hold both Employers Liability Cover and Public Liability Cover for at least £5million

Executed as deed by PEACEHAVEN

.....

TOWN COUNCIL acting by:

.....

EXECUTED as a DEED by

.....

PAPACHINOS LIMITED acting

Director

By:

ANNEX A Property Plan

Annex B Tenants Undertaking

The Tenant hereby undertakes with the Landlord:

1. To provide good quality food and beverage with a commitment to high quality and making allowances for dietary and food allergies.
2. To provide good customer service
3. To ensure that staff have training opportunities
4. To take all reasonable steps to ensure that any future furnishings and furniture purchased in the café are not manufactured of primary plastic or other artificial materials and to supply all furniture, equipment including outdoor furniture etc.
5. To maintain the grease trap
6. Not to use the loft or the Plant Room for storage of any materials of any kind
7. To provide free WIFI for the use of Café users provided the cost to the Tenant is reasonable
8. To keep the disabled toilet open and available for use at all times when the café is open
9. To be responsible for:
 - (a) all internal cleaning and external cleaning of windows
 - (b) keeping the toilets stocked and clean and the waste bins emptied
 - (c) keeping the garden, courtyard and all external areas clean tidy and free of rubbish
 - (d) the day to day running of renewable technology (excluding the solar panels)
 - (e) to unlock all toilets and shutters at the beginning of the day and to lock the same at the end of the day
 - (f) to maintain the display screen
 - (g) to keep the Archaeology display and information point clean and tidy

The Tenant acknowledges that the following items belong to the Landlord

Extractor Fan

Kitchen hand was basin

Food prep sink

Double sink

BISCH hob

AEG cooker hood

Kitchen cupboards and worktops

Beko fridge

Electrolux freexer

Under counter freezer

All lighting and meterage

Timber security shutter

Pellet stove

DATED:

2022

GRANT FUNDING AGREEMENT

**Relating to the
Changing Places Fund**

between

LEWES DISTRICT COUNCIL

and

PEACEHAVEN TOWN COUNCIL

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THIS GRANT FUNDING AGREEMENT is dated 2022

PARTIES

- (1) **LEWES DISTRICT COUNCIL**, whose principal address is at Southover House, Southover Road, Lewes BN7 1AB (**Lead Council**).
- (2) **PEACEHAVEN TOWN COUNCIL**, whose principal address is at Meridian Centre Greenwich Way, Peacehaven BN10 8BB (**Recipient**).

BACKGROUND

- (A) The Department for Levelling Up, Housing and Communities (DLUHC) has agreed in principle that funding will be made available for projects within the scope of the Changing Places Fund as set out in a letter dated 24 March 2022 from DLUHC received by the Lead Council.
- (B) The Lead Council is acting as the Accountable Body in respect of the funding made available under the Changing Places Fund.
- (C) This Agreement sets out the terms and conditions on which the Grant Funding is made available by the Lead Council to the Recipient.
- (D) These terms and conditions are intended to ensure that the Grant Funding is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

Accountable Body	the body which has applied for, and been successful in their bid for, the Changing Places Grant and through which the funding will flow from DLUHC to the Recipient, in this Agreement being the Lead Council.
Agreed Business Case	the application prepared by the Lead Council and agreed by the DLUHC as part of the process for the allocation of the Grant Funding including the subsequent project management update setting out details of the Project, scope, key assumptions, outputs, timeline, key milestones and risks and as detailed in the Changing Places Fund Grant Implementation Guidance.

Agreement	means this grant funding agreement including the appendices and schedules and any documents attached or incorporated by reference therein.
Applicable Threshold Value	the threshold in relation to the Estimated Contract Value as set out or prescribed in legislation for the Procurement Regulations from time to time.
Beneficiary	a person or organisation who benefits or is intended to benefit from the Project.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Changing Places Fund Implementation Guidance	means the HM Government Changing Place Fund Implementation Guidance Version 1, issued March 2022 and any replacement guidance issued from time to time which contains the terms and conditions under which the Grant Funding is being provided by DLUHC for the purposes of the Changing Places Fund to the Lead Council a copy of which is attached to this Agreement at Schedule 5.
Commencement Date	
Contract Procedure Rules	the Lead Council's Contract Procedure Rules forming Part 4 of its Constitution as published from time to time.
Data Protection Legislation	the UK Data Protection Legislation (and to the extent that the EU GDPR applies, the law of the any other European Union legislation or any

	member state of the European Union to which the Consultant is subject) relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
DLUHC	Department for Levelling Up, Housing and Communities formerly the Ministry of Housing, Communities and Local Government.
Eligible Expenditure	means the expenditure incurred by the Recipient during the Grant Period for the purposes of delivering the Project which complies in all respect with the terms set out in this Agreement, the Changing Places Grant Implementation Guidance and any terms required by DLUHC from time to time.
English Competition Requirement	means any statutory requirement which: (i) is in force and/or in effect and/or applies in England; and (ii) which regulates any Subsidy or other funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in England and/or the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries (as the case may be).
Estimated Contract Value	the estimated contract value calculated in accordance with the Procurement Regulations from time to time.

EU GDPR	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in European Union law.
Governing Body	the governing body of the Recipient including its directors or trustees.
Grant Determination Notification	the notification from DLUHC to the Lead Council which contains the terms and conditions under which the Grant Funding is being provided by DLUHC for the purposes of the Changing Places Fund to the Lead Council a copy of which is attached to this Agreement at Schedule 5.
Grant Funding	the total maximum sum of £45,000 (forty five thousand pounds) to be paid to the Recipient in accordance with this Agreement.
Grant Funding Period	the period for which the Grant Funding is awarded starting on the Commencement Date and ending on 31 March 2023.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software (including but not limited to website layout, graphics and coding), database rights, and all other intellectual property rights, all rights of confidence and Know-how however arising, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or

	forms of protection which subsist or will subsist now or in the future in any part of the world.
IPR Material	means all material produced by the Recipient or its directors, employees, officers, agents, professional advisors and consultants as the case may be in relation to the Project during the Grant Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, Know-how, system or process).
Know-how	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
Losses	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, common law, warranty, misrepresentation or otherwise and Loss will be interpreted accordingly.
Match Funding	means any contribution to the Project, or not, made by a third party to the Recipient, in relation to the Project and/or to meet the balance of the Eligible Expenditure not supported by the Grant Funding.
Monitoring Period	for a period of seven (7) years following the completion of the Project whichever is the greater period of time.
Monitoring Report	means a report monitoring and reporting on the Project and Project Deliverables, in a format required by the Lead Council, and submitted to the Lead Council (Monitoring

	Report) or such other report as may be determined by the Lead Council and cover such timeframe and contain such further information as may from time to time be required by the Lead Council or DLUHC.
Personal Data	shall have the same meaning as set out in the Data Protection Legislation.
Procurement Regulations	(i) the Public Contracts Regulations 2015; (ii) the Utilities Contract Regulations 2006; (iii) the Concession Contract Regulations 2016, together with any other applicable legislation, procurement policy notes, guidance and/or codes of practice issued by the UK government or relevant government department in relation to such regulations.
Prohibited Act	<p>(a) offering, giving or agreeing to give to any officer of the Lead Council or DLUHC any gift or consideration of any kind as an inducement or reward for:</p> <p>(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Lead Council or DLUHC; or</p> <p>(ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Lead Council or DLUHC;</p> <p>(b) entering into this Agreement or any other contract with the Lead Council or DLUHC where a commission has</p>

	<p>been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Lead Council or DLUHC;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Lead Council or DLUHC or</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Lead Council or DLUHC.</p>
Project	the project described in Schedule 1 (The Project).
Project Deliverables	the Project deliverables set out in Schedule 1 (The Project) against which the Recipients and/or Projects outcomes and progress will be measured.
Project Manager	the individual who has been nominated in writing to represent the Lead Council for the purposes of this Agreement from time to time. The first such representative is the person identified in clause 2.

Property	the property on which the Project will be located, being registered under title number EX32253 or any other replacement property identified by the Recipient and approved by the Funder and/or DLHUC as applicable
Quarter	A period of three consecutive months ending on 31 st March, 30 th June, 30 th September or 31 st December as appropriate.
Recipient Representative	the individual who has been nominated in writing to represent the Recipient for the purposes of this Agreement from time to time. The first such representative is the person identified in clause 2.
Subsidy	means (as the case may be): (i) a “subsidy” as defined in the TCA at Part 2 Title XI Chapter 3 Article 363 paragraph 1 b); (ii) any subsidy benefit or advantage (which includes but is not limited to assets, taxes, interest rates, funds and land) granted by or through a public sector body which is subject to any English Competition Requirement.
Subsidy Control Law	means (as the case may be): (i) the law relating to the TCA including the relevant treaties, laws, directives, decisions, regulations and court judgements; (ii) an English Competition Requirement.
TCA	means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland of the other part of the 30 December 2020 (“TCA”) and in particular Part 2 Title XI Chapter 3 Article 365 in relation to compensation granted to an

	economic actor that is assigned with a task in the public interest.
Third Party Agreement	<p>any agreement between Lead Council and a third party relating to the Grant Funding, the Project and/or this Agreement and of which:</p> <p>(a) is referred to in Schedule 5 (Third Party Agreements) (and a redacted copy of which has been provided to the Recipient before the date of this Agreement); or</p> <p>(b) the Lead Council notifies the Recipient in writing after the date of this Agreement enclosing a copy or relevant extracts; or</p> <p>(c) the Recipient is otherwise aware of or ought reasonably to have known about.</p>
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018 and all regulations made thereunder; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018
Working Days	a day other than a Saturday, Sunday or public holiday in England.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 This Agreement shall be binding on, and inure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Any reference to a party's **consent** or **approval** being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Unless this Agreement expressly provides otherwise, a reference to the Property or the Project is to the whole and any part of it.
- 1.14 Unless expressly provided otherwise, the obligations and liabilities of the persons forming a party under this Agreement are joint and several.
- 1.15 Unless this Agreement expressly provides otherwise, a reference to the Property or the Project is to the whole and any part of it
- 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.

2. CONTRACT MANAGEMENT

2.1 The Lead Council shall appoint a Project Manager who shall be the individual nominated to represent the Lead Council for the purposes of this Agreement from time to time. The first such representative is the person identified in the table below.

Lead Council	
Project Manager: (to be used for notices under clause 26 (Notices) unless alternative provided under that clause)	Name: Mark Langridge-Kemp Job Title: Head of Property and Asset Management Email: mark.langridge-kemp@lewes-eastbourne.gov.uk Telephone: 07900057102 Postal Address: as set out at the start of this Agreement

2.2 Each party that forms the Recipient shall appoint a Recipient Representative who shall be the individual nominated to represent the Recipient for the purposes of this Agreement from time to time. The first such representative is the person identified in the table below.

Recipient	
Recipient Representative: (to be used for notices under clause 26 (Notices) unless alternative provided under that clause)	Name: Sue Moscatelli Job Title: Events, Amenities & Projects Officer Email: projects@peacehaventowncouncil.gov.uk Telephone: Tel: 01273 585493 and Mobile: 07566 766794 Postal Address: as set out at the start of this Agreement

3. SPECIAL TERMS AND THIRD PARTY AGREEMENTS

3.1 The Recipient acknowledges that the Lead Council is required by DLUHC to provide assurance in relation to the due process and proper administration in relation to the use of the Grant Funding. The parties to this Agreement each undertake to work in an open and transparent manner with regard to the delivery of the Project and the use of the Grant Funding. The Recipient shall respond in a full and timely manner to any request for documents or information required by the Lead Council from time to time in order to effectively discharge its obligations to DLUHC and in its role as Accountable Body.

3.2 The terms set out in Schedule 4 (Special Terms) shall have full force and effect.

3.3 To enable the Lead Council to comply with its obligations pursuant to any Third Party Agreements in relation to the Grant Funding and/or the Project and/or any requirements pursuant to such agreement, in carrying out its obligations under this Agreement the Recipient shall (and shall procure that any third parties appointed by the Recipient shall) comply with and not cause or contribute to any breach by the Lead Council of any Third Party Agreement.

- 3.4 In the event that the Recipient is in breach of the obligations and/or requirements in clause 3.3 it shall:
- (a) to the extent that the Lead Council as a result of such breach has to indemnify a third party under any Third Party Agreements, indemnify and hold harmless the Lead Council for and in respect of all actions, claims, charges, demands, Losses and proceedings arising from or suffered or incurred by the Lead Council; and/or
 - (b) to the extent that the Lead Council as a result of such breach is liable to a third party under any Third Party Agreements (which shall for the avoidance of doubt include a liability to pay back any Grant Funding or payment that amounts to a Subsidy), be liable to the Lead Council and indemnify and hold harmless the Lead Council in respect of all actions, claims, charges, demands, Losses and proceedings arising from suffered or incurred by the Lead Council.
- 3.5 Except as otherwise expressly provided in this Agreement, the Recipient shall deliver the Project and the Project Activities upon the terms set out in the Changing Places Fund Grant Implementation Guidance.
- 3.6 Except as otherwise expressly provided in this Agreement, the Recipient shall assume and perform hereunder all the risks, obligations and liabilities of the Lead Council under the Changing Places Fund Grant Implementation Guidance insofar as they relate to the delivery of the Project and the Project Deliverables.
- 3.7 As the same shall fall due from time to time the Recipient shall immediately commence and shall each regularly and diligently proceed with, carry out and perform each of its obligations under this Agreement and as appropriate to enable the Lead Council to comply with the terms set out in the Grant Determination Notification and Changing Places Fund Grant Implementation Guidance.

4. PURPOSE OF GRANT FUNDING

- 4.1 The Recipient shall use the Grant Funding only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant Funding shall not be used for any other purpose without the prior written agreement of the Lead Council.
- 4.2 The Recipient shall submit the design proposals for the Project to the Lead Council within 28 days of request, unless the design proposals are prepared by Rise Adaptations LTD (company number 12769163).. The Lead Council shall, within 28 days of receipt of the design proposals not prepared by Rise Adaptations LTD (company number 12769163), liaise with the support officers in line with the requirements detailed in the Changing Places Fund Grant Implementation Guidance. The Recipient acknowledges that the Lead Council will either approve or reject the design proposals once they have had a response approving or rejecting the design from DLUHC.
- 4.3 The Recipient shall not make any changes to the Project, including the design proposals agreed by DLUHC and the Lead Council (if applicable) pursuant to clause 4.2 above without the Lead Council's prior written agreement which shall necessitate the completion and submission of a Change Request Form to DLUHC. Where consent is given by DLUHC to a change the parties

shall enter into a deed of variation to document the change together with any other changes to this Agreement that the parties shall agree as reasonable and necessary to implement the change.

- 4.4 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Lead Council in advance of its intention to do so and, where such funding is obtained, it will provide the Lead Council with details of the amount, source and purpose of that funding if requested by the Lead Council. The Lead Council shall, if required, following consultation with the DLUHC confirm whether the Lead Council and the DLUHC are agreeable to the Recipient accepting the Match Funding.
- 4.5 If the Lead Council does not agree to the use of Match Funding or is advised by the DLUHC that the DLUHC is not agreeable to the use of Match Funding, the Lead Council shall be entitled to terminate this Agreement in accordance with clause 23.2 and where the Lead Council shall decide applicable, require all or part of the Grant Funding to be repaid. If the Recipient receives funding from a third party which in the opinion of the Lead Council or the DLUHC undertakes activities that are likely to bring the reputation of the Levelling Up Fund, the Project, the Project Deliverables, the Lead Council or the DLUHC into disrepute the Lead Council shall be entitled to terminate this Agreement in accordance with clause 23.2 and where the Lead Council shall decide applicable require all or part of the Grant Funding to be repaid.
- 4.6 The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Lead Council is funding in full under this Agreement.

5. PAYMENT OF GRANT FUNDING

- 5.1 Subject to clause 14, the Lead Council shall pay the Grant Funding to the Recipient in accordance with Schedule 2 (Payment Schedule) within 28 days of successful registration of the Project with the Changing Places UK Consortium, subject to the necessary funds being available when payment falls due.
- 5.2 The Recipient agrees and accepts that payments of the Grant Funding are subject to the terms of the Changing Places Fund Grant Implementation Guidance and can only be made on successful registration of the Project as a Changing Places Toilet with The Changing Places UK Consortium.
- 5.3 The payment of Grant Funding is subject to the Recipient agreeing to full transparency open book working and a duty of good faith regarding all matters relating to the Project, the Recipient and this Agreement.
- 5.4 No Grant Funding shall be paid unless and until the Lead Council is satisfied that such payment has been used for proper expenditure in the delivery of the Project.
- 5.5 The amount of the Grant Funding shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

- 5.6 The Recipient agrees and accepts that the amount of the Grant Funding may be reduced at any time by DLHUC in accordance with the Changing Places Fund Grant Implementation Guidance.
- 5.7 The Recipient shall promptly repay to the Lead Council any money incorrectly paid to it either as a result of an administrative error or otherwise and as may be more particularly set out in Schedule 2 (Payment Schedule) of this Agreement. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant Funding monies have been paid in error before all conditions attaching to the Grant Funding have been complied with by the Recipient and where payment of the Grant Funding or operation of the Project is not compliant with Subsidy Control Law. Any sum, which falls due under this clause 5.6 shall fall due immediately. If the Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 5.8 If at any time the Recipient has reason to believe that the costs for full delivery of the Project will be less than the amount set out in Schedule 2 (Payment Schedule), the Recipient will notify the Lead Council (and in any event within 20 Working Days of it having that belief). The Lead Council, in consultation with the DLUHC will determine how any underspend will be dealt with including withholding such sums from the Grant Funding.
- 5.1 The Recipient shall not, without the prior written consent of DLUHC and the Lead Council, transfer any part of the Grant Funding to bank accounts which are not ordinary business accounts within the UK clearing bank system.

6. USE OF GRANT FUNDING

- 6.1 The Grant Funding shall be used by the Recipient for the delivery of the Project in accordance with the Agreed Business Case and terms set out in Schedule 2 (Payment Schedule).
- 6.2 Where the Recipient has obtained Match Funding in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the Recipient shall notify the Lead Council of the amount of such funding together with a clear description of what that funding shall be used for.
- 6.3 The Recipient shall not use the Grant Funding to:
- (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Lead Council.

- 6.4 The Recipient shall not spend any part of the Grant Funding on the delivery of the Project after the Grant Funding Period.

- 6.5 Should any part of the Grant Funding remain unspent at the end of the Grant Funding Period, the Recipient shall ensure that any unspent monies are returned to the Lead Council promptly and in any event within 14 Working Days of the end of the Grant Funding Period.
- 6.6 Should the Project cease to remain in use and be publicly accessible for the lifetime of the asset the Recipient shall notify the Lead Council within 28 days and shall pay the entire sum of the Grant Funding back to the Lead Council within 6 months of the cessation of use or the cessation of public accessibility.
- 6.7 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant Funding or other resources of the Recipient. There will be no additional funding available from the Lead Council for this purpose.

7. ACCOUNTS AND RECORDS

- 7.1 The Grant Funding shall be shown in the Recipient 's accounts as a restricted fund and shall not be included under general funds.
- 7.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant Funding monies received by it.
- 7.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant Funding for a period of at least seven years following receipt of any Grant Funding monies to which they relate. The Lead Council shall have the right to review, at the Lead Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant Funding and shall have the right to take copies of such accounts and records.
- 7.4 The Recipient shall if requested provide the Lead Council with a copy of its annual accounts within six months (or such lesser period as the Lead Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant Funding is paid.
- 7.5 The Recipient shall comply and facilitate the Lead Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to the Lead Council and DLUHC.

8. MONITORING AND REPORTING

- 8.1 The Recipient shall closely monitor the delivery and outcomes of the Project throughout the Grant Funding Period and the Monitoring Period to ensure that the aims and objectives of the Changing Places Fund and the Project are being met, the Deliverables are being achieved and that this Agreement is being adhered to.
- 8.2 The Recipient shall provide the Lead Council with a completed Monitoring Report which shall include a financial report and an operational report on its use of the Grant Funding and delivery of

the Project if requested by the Lead Council. The Recipient shall provide the Lead Council with each report in a timely manner and, on request of the Lead Council each report shall be provided by a specific date, to enable the Lead Council to meet the requirements of the Grant Determination Notification and the Changing Places Fund Grant Implementation Guidance.

- 8.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 8.4 Along with every Monitoring Report, if required by DLUHC and requested by the Lead Council, the Recipient shall provide the Lead Council with a risk register and insurance review in the format provided by the Lead Council. The Recipient shall address the health and safety of its staff in the risk register.
- 8.5 The Recipient shall on request provide the Lead Council with such further information, explanations and documents as the Lead Council may reasonably require in order for it to establish that the Grant Funding has been used properly in accordance with this Agreement.
- 8.6 The Recipient shall permit any person authorised by the Lead Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient 's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 8.7 The Recipient shall permit any person authorised by the Lead Council for the purpose to visit the Recipient to monitor the delivery of the Project. Where, in its reasonable opinion, the Lead Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 8.8 The Recipient shall provide the Lead Council with a final report on completion of the Grant Funding Period and, if requested by DLUHC, the Monitoring Period which shall confirm whether the Project has been successfully and properly completed.
- 8.9 The Recipient acknowledges that the Lead Council may be required to provide evaluation and monitoring reports to DLUHC in respect of the Project and the Recipient agrees to use reasonable endeavours to assist the Lead Council in the delivery of such reports. In particular the Recipient will assist the Lead Council in complying with any requirements of DLUHC set out in the Grant Determination Notification and the Changing Places Fund Grant Implementation Guidance as amended by DLUHC from time to time.

9. ACKNOWLEDGMENT AND PUBLICITY

- 9.1 The Recipient shall acknowledge the Grant Funding in its annual report and accounts, including an acknowledgement of both the Lead Council and DLUHC as the source of the Grant Funding.
- 9.2 The Recipient is required to display a plaque on the completed Project including the Changing Places Toilet, Department for Levelling Up Housing and Communities and Muscular Dystrophy UK

logos and branding. Plaques should be displayed in a prominent external location at the facility. Plaques may also include the logo/branding of any other parties involved in the funding or location of the Project.

- 9.3 Not used
- 9.4 In using the Lead Council's and/or DLUHC's and/or Muscular Dystrophy UK's and/or Changing Places name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Lead Council and/or DLUHC from time to time.
- 9.5 The Recipient agrees to (and shall use all reasonable endeavours to ensure each Beneficiary agrees to) participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Lead Council and/or DLUHC and/or Muscular Dystrophy UK's and/or Changing Places.
- 9.6 The Lead Council and/or DLUHC may acknowledge the Recipient's involvement in the Project as appropriate without prior notice to the Recipient.
- 9.7 The Recipient shall comply with all reasonable requests from the Lead Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Lead Council in its promotional and fundraising activities relating to the Project.
- 9.8 The Recipient shall provide reasonable assistance to enable the Lead Council to comply with its obligations pursuant to any Levelling Up Fund Branding and Communication Guidance issued by DLUHC in relation to the Grant Funding and/or the Project, and in carrying out its obligations under this Agreement the Recipient shall (and shall procure that any third parties appointed by the Recipient shall) comply with and not cause or contribute to any breach by the Lead Council of the DLUHC guidance.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Lead Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-how and any other Intellectual Property Rights whatsoever owned by either the Lead Council or the Recipient before the Commencement Date or developed by either party during the Grant Funding Period, shall remain the property of that party.
- 10.2 Where the DLUHC and/or the Lead Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the DLUHC and/or the Lead Council.
- 10.3 The Recipient grants to each of the Lead Council and/or the DLUHC a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use, copy and reproduce all the IPR Material for the purpose of supporting the Project and the Recipient will sign and enter into such further

deeds or documents as may be required by the Lead Council and/or DLUHC to secure such licence to use, copy and reproduce the IPR Material.

11. CONFIDENTIALITY

- 11.1 Except to the extent set out in this clause 11 and subject to clause 12 (Freedom of Information), each party keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 11.2 The Recipient gives its consent for each of the Lead Council and DLUHC to publish this Agreement in any medium in its entirety, (but with any information which is Confidential Information belonging to the Lead Council or the Recipient redacted) including from time to time agreed changes to this Agreement.
- 11.3 Nothing in this clause 11 shall prevent the Lead Council disclosing any Intellectual Property Rights, Know-how or other business, technical or commercial information:
- (a) to DLUHC pursuant to the terms of this Agreement and the Changing Places Fund Grant Implementation Guidance or the Grant Determination Notification;
 - (b) for the purpose of the examination and certification of the Lead Council's or DLUHC's accounts and any audit of those accounts;
 - (c) where disclosure is required by law;
 - (d) which at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (e) which is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (f) which is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
- 11.4 Notwithstanding any other provision in this Agreement, data may be shared with other enforcement agencies for the prevention and detection of crime.

12. FREEDOM OF INFORMATION

- 12.1 The Recipient acknowledges that the Lead Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**).
- 12.2 The Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Lead Council to enable the Lead Council to comply with its obligations under the FOIA and EIR;
- (b) transfer to the Lead Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Lead Council with a copy of all information belonging to the Lead Council requested in the request for information which is in its possession or control in the form that the Lead Council requires within 5 Working Days (or such other period as the Lead Council may reasonably specify) of the Lead Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Lead Council.

12.3 The Recipient acknowledges that the Lead Council may be required under the FOIA and EIR to disclose information without consulting or obtaining consent from the Recipient. The Lead Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Lead Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.

13. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

14. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT FUNDING

14.1 The Lead Council's intention is that the Grant Funding will be paid to the Recipient in full. However, without prejudice to the Lead Council's other rights and remedies, the Lead Council may at its discretion withhold or suspend payment of the Grant Funding and/or require repayment of all or part of the Grant Funding if:

- (a) the Recipient uses the Grant Funding for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide the Lead Council with a reasonable explanation for the delay or fails to agree a new date on which the Project shall start with the Lead Council and approved by DLUHC;
- (c) the Recipient fails to draw down the Grant Funding in accordance with the timescales and process set out in Schedule 2 (Payment Schedule) of this Agreement;
- (d) the Lead Council considers that the Recipient has not made satisfactory progress with the delivery of the Project including its fulfilment of the Project Deliverables;
- (e) the Recipient fails to achieve any of the contractual outputs set out in Schedule 1 of this Agreement or in the Agreed Business Case which is material in the opinion of the Lead Council and/or DLUHC;

- (f) the Recipient is, in the reasonable opinion of the Lead Council, delivering the Project in a negligent manner;
- (g) the Recipient obtains duplicate funding from a third party for the Project;
- (h) the Recipient fails to declare any Match Funding it intends to apply for or has received in accordance with clause 4.3;
- (i) the Recipient receives funding from a third party which in the opinion of the Lead Council or the DLUHC undertakes activities that are likely to bring the reputation of the Levelling Up Fund, the Project, the Project Deliverables, the Lead Council or the DLUHC into disrepute;
- (j) the Recipient provides the Lead Council with any materially misleading or inaccurate information;
- (k) the Recipient commits or committed a Prohibited Act;
- (l) any representative of the Recipient, including a member of the governing body, officer, employee, volunteer or sub-contractor of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Lead Council, bring or are likely to bring the Lead Council's name or reputation into disrepute;
- (m) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (n) the Recipient causes the Lead Council to be in breach of a Third Party Agreement;
- (o) the Project is deemed to be in breach of the Procurement Regulations and/or Subsidy Control Law;
- (p) at any time the Lead Council reasonably considers that the Recipient has used the Grant Funding inappropriately and not in accordance with the aims and objectives of the Project and/or in compliance with the provisions in this deed;
- (q) the DLUHC notifies the Lead Council or the Recipient that the Project does not fall within the DLUHC's objectives;
- (r) the DLUHC is disbanded and/or the Grant Funding is cancelled, the DLUHC withholds or withdraws Grant Funding or the Lead Council reasonably believes such funding will be withheld or withdrawn;
- (s) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (t) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
- (u) the Project ceases to remain in use and be publicly accessible for the lifetime of the asset.

14.2 Where the Lead Council, determines that an event contained in clause 14.1 has or may have occurred, the Lead Council, shall notify the Recipient to that effect in writing, setting out any

relevant details, of the failure to comply with this Agreement or pertaining to the event, and details of any action that the Lead Council, intends to take or has taken.

- 14.3 The Lead Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient may be due to receive grant funding and/or provides goods or services to the Lead Council.
- 14.4 Without prejudice to the generality of this clause 14, where the Lead Council is entitled to withhold or suspend payment of the Grant Funding and/or require repayment of all or part of the Grant Funding under this Agreement, it may at its discretion withhold or suspend payment of the grant funding and/or require repayment of all or part of grant funding which may be due or become due under any other agreement between the Recipient and the Lead Council.
- 14.5 The Recipient shall make any payments due to the Lead Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 14.6 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Lead Council as soon as possible so that, if possible, and without creating any legal obligation, the Lead Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Lead Council and the Grant Funding monies.
- 14.7 Where the Recipient is required to repay any sum or sums of Grant Funding to the Lead Council by a specified reasonable date notified to it in writing and fails to do so interest on the outstanding sum will accrue after that deadline at the statutory rate of interest under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 or any other rate required by law in the circumstances if it is higher.
- 14.8 The Lead Council shall not incur any liability to the Recipient by acting in accordance with this clause 14.

15. **ANTI-DISCRIMINATION AND EQUALITIES PLAN**

- 15.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or in the access to and use of the facilities to be provided by the Project.
- 15.2 The Recipient shall take all reasonable steps to secure the observance of clause 15.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.
- 15.3 The Recipient understands and acknowledges that the Lead Council has a duty to promote equality under the Equality Act 2010 (“the **Public Sector Equality Duty**”). The Public Sector Equality Duty obligates the Lead Council to consider the ways in which its decisions impact on “protected

groups”, as defined in the Equality Act 2010. The Lead Council must also demonstrate its due regard to the three aims of the Public Sector Equality Duty which are to:

- Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act
- Advance equality of opportunity between people who share a protected characteristic and people who do not share it
- Foster good relations between people who share a protected characteristic and people who do not share it

- 15.4 The Recipient shall take all reasonable steps to ensure that all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project also understand and acknowledge the Lead Council’s Public Sector Equality Duty.
- 15.5 The Recipient shall produce a Diversity and Equality Delivery Plan, if requested by the Lead Council, that is relevant to the Project and submit it for the approval of the Lead Council within 3 months of request. Where there are specific requirements in relation to the Diversity and Equality Delivery Plan they shall be set out in Schedule 4 (Special Terms).
- 15.6 The Lead Council will review the Diversity and Equality Delivery Plan as soon as reasonably possible and may reject such Plan if, acting reasonably, it considers the Diversity and Equality Delivery Plan is inadequate.
- 15.7 If the Lead Council rejects the Diversity and Equality Delivery Plan, it shall give reasons for its decision and the Recipient shall take those reasons into account in the preparation of a revised Diversity and Equality Delivery Plan. The Recipient shall submit the revised Diversity and Equality Delivery Plan to the Lead Council for review within 10 Working Days (or such other period as the Lead Council may agree) of the Lead Council’s notice rejecting the first draft.
- 15.8 If the Lead Council approves the Diversity and Equality Delivery Plan, the Recipient shall implement it according to its terms and the Recipient shall formally review, revise and re-submit its Diversity and Equality Delivery Plan on each anniversary of the Commencement Date during the Grant Funding Period.

16. HUMAN RIGHTS

- 16.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 16.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Lead Council requests so as to enable the Lead Council to comply with its obligations under the Human Rights Act 1998.

17. NOT USED

18. NOT USED

19. LIMITATION OF LIABILITY

- 19.1 The Lead Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the Project Deliverables, the use of the Grant Funding or from withdrawal of the Grant Funding.
- 19.2 The Recipient shall indemnify and hold harmless the Lead Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, Losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project or Project Deliverables, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 19.3 Subject to clause 19.1 and clause 19.4, the Lead Council's liability under this Agreement is limited to the payment of the Grant Funding.
- 19.4 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other liability for which may not be limited under any applicable law.

20. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant Funding);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Lead Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient and/or relating to the Project which has been disclosed to the Lead Council is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant Funding;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Lead Council or any of the Lead Council's advisers, which might reasonably have influenced the decision of the Lead Council to make the Grant Funding on the terms contained in this Agreement;
- (j) since the date of its last accounts there has been no material change in its financial position or prospects;
- (k) the Recipient has taken all necessary actions and has all requisite power and authority to carry out the Project on the Property; and
- (l) in relation to the Property, the Recipient has observed and performed in all material respects all covenants, restrictions, stipulations and other encumbrances including compliance with all restrictive covenants in relevant tiles, including by not limited to title number ESX32253, to ensure that it can deliver the Project in accordance with the terms contained in this Agreement.

21. INSURANCE

- 21.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**). The Recipient shall (on request) supply to the Lead Council a copy of such insurance policies and evidence that the relevant premiums have been paid.
- 21.2 The Recipient agrees that in any commissioned contract between itself and a contractor funded by the Grant Funding it shall ensure that any contractor is required to provide insurance cover as set out in this clause 21 unless otherwise agreed with the Lead Council.

22. DURATION

- 22.1 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until the expiry of the Grant Funding Period or earlier termination of this Agreement in accordance with its terms.
- 22.2 Any provision of this Agreement or obligation that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

23. TERMINATION

- 23.1 The Lead Council may terminate this Agreement and any Grant Funding payments on giving the Recipient one months' written notice at any time should it be required to do so by financial restraints or for any other reason.
- 23.2 If any event contained in clause 14.1 has occurred or any other event under this Agreement that provides a right to terminate and the Lead Council wishes to terminate this Agreement, it may do so by serving a written notice of termination on the Recipient (with a copy to the DLUHC) (a "**Termination Notice**").
- 23.3 A Termination Notice shall specify the event or events that have occurred giving the right to terminate and the date that the termination will take effect.
- 23.4 Upon termination of this deed pursuant to clause 23.2, the Lead Council may terminate any Grant Funding payments due to the Recipient and may where the Lead Council shall decide applicable, require all or part of the Grant Funding to be repaid.

24. ASSIGNMENT

The Recipient may not, without the prior written consent of the Lead Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant Funding.

25. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

26. NOTICES

- 26.1 Any notice or other communication given to a party under or in connection with, shall be:
- (a) in writing;
 - (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or email; and
 - (c) sent to:
 - (i) **the Lead Council at:** Eastbourne Town Hall, Grove Road, Eastbourne BN21 4UG.
Email: property@lewes-eastbourne.gov.uk
 - (i) **the Recipient at:** Peacehaven Town Council, Meridian Centre, Meridian Way, Peacehaven, East Sussex. BN10 8BB
Email: projects@peacehaventowncouncil.gov.uk

- 26.2 or to any other address as is notified in writing by one party to the other from time to time.
- 26.3 Any notice or other communication that the Lead Council gives to the Recipient under or in connection with, this agreement shall be deemed to have been received:
- (a) if delivered by hand, at the time it is left at the relevant address; and
 - (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Working Day after posting; and
 - (c) if sent by e-mail on transmission (provided no error message is received.).
- 26.4 A notice or other communication given as described in clause 22.3 on a day that is not a Working Day, or after normal business hours (which are between 9.00am and 5.00pm), in the place it is received, shall be deemed to have been received on the next Working Day.
- 26.5 Any notice or other communication given to the Lead Council shall be deemed to have been received only on actual receipt.
- 26.6 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings and service of documents will not be accepted by email in relation to such matters.

27. DISPUTE RESOLUTION

- 27.1 In the event of any complaint or dispute (which does not relate to the Lead Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Lead Council from time to time.
- 27.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Lead Council and the Chief Executive (or equivalent) of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Lead Council and the Recipient.
- 27.3 In the absence of agreement under clause 27.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

28. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Lead Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

29. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient 's obligations and liabilities arising under this Agreement.

30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

32. ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant Funding and supersedes any previous agreement or understanding between them in relation to such subject matter.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT.

EXECUTED by affixing the Common
Seal of **LEWES DISTRICT COUNCIL**
in the presence of:-

.....
Authorised Signatory

.....
Print Name

.....
Print Job Title

EXECUTED as a Deed by
PEACEHAVEN TOWN COUNCIL
acting by the Proper Officer,
in the presence of:-

.....
Signature of Proper Officer

.....
Signature of Councillor

.....
Print Name

.....
Print Name

.....
Signature of Councillor

.....
Print Name

Schedule 1 The Project

THE PROJECT

The installation of a Changing Places Toilet at Centenary Park, Piddinghoe Avenue, Peacehaven, East Sussex, BN10 8RJ which is located in the Peacehaven Constituency.

Centenary Park is a popular destination park, for socialising, health and well-being, sports, recreation, dog walking. Extensive and varied play areas, café, football pitches, skate park, football club and The Hub building. Location for local events.

The rationale for choosing this venue/location is due to the fact that this is a hugely popular recreational location both with local people but also as a destination for outside visitors. There is a good provision of disabled parking and much of the park is accessible due to being fairly flat and with surfaced pathways.

Centenary Park is often visited by accessibility groups, special needs schools and by visitors with a variety of needs. There is a disabled toilet but no changing facility, so anyone with incontinence needs must be cared for inappropriately and with a lack of dignity (such as laying on the floor or being changed outdoors), or visits have to be short and needs addressed elsewhere. Peacehaven Town is working to improve its inclusivity offer. An inclusive swing was recently installed at Centenary Park and further equipment is being discussed for the future. An accessible footway is also being provided to further improve wheelchair access to link with the local footway network and disabled parking areas.

A changing places facility would complement these investments and support so many people from the immediate area and further afield. It would be a wonderful addition to complement the current facilities and also enhancements that are planned for the future. From a strategic / location point of view, there are no such facilities for a number of miles in each direction so this would really be an ideal location. The park is also accessible to the strategic and busy A259. Emergency and unexpected pass by needs could therefore also be readily accommodated.

PROJECT DELIVERABLES

One completed Changing Places Toilet / Facility which is registered with the Changing Places UK Consortium and complies with the terms of this Agreement.

Schedule 2 - Payment Schedule

1. The Grant Funding represents the total aggregate amount that the Lead Council will pay the Recipient under this Agreement.
2. All Grant Funding shall be claimed in arrears within 28 days of successful registration of the Project with the Changing Places UK Consortium unless by prior written agreement with the Lead Council.
3. Subject to the terms of this Agreement, the Lead Council shall pay the Grant Funding to the Recipient in pound sterling (GBP) and into a bank located in the UK by instalments for each Instalment Period set out and in accordance with the Grant Payment Profile.
4. The Lead Council will only pay the Grant Funding to the Recipient in respect of Eligible Expenditure.
5. Payments of Grant Funding will not be made for work that has not been carried out in the relevant financial year unless such variation has been agreed with DLUHC and the Lead Council and incorporated into this Agreement under the provisions in clause 4.2.
6. Notwithstanding any other term or condition in this Agreement unless the Lead Council shall determine otherwise no payment of the Grant Funding shall be paid unless:
 - 6.1 the Recipient has submitted a Claim Form for that instalment confirming the Eligible Expenditure which has been incurred and the Lead Council has confirmed its approval of that Claim Form;
 - 6.2 the Recipient has submitted a Monitoring Report, if requested, for the month or months for which the Claim Form relates;
 - 6.3 the Recipient has submitted full details and supporting evidence of all procurement in relation to the Project (in the format required by the Lead Council) which shall be updated as necessary if requested by the Lead Council;
 - 6.4 the Lead Council is satisfied with the progress of delivery of the Project and that the Project Deliverables and the outputs and outcomes described in Schedule 1(The Project) have been delivered or are in the course of being delivered without any material delay and will be delivered in full by the end of the Grant Period;
 - 6.5 the Eligible Expenditure was all incurred during the Grant Period; and
 - 6.6 there is no breach by the Recipient of the terms and conditions of this Agreement.
7. The Recipient will on demand which may be made by the Lead Council at any time provide the Lead Council with evidence of the costs payments, which are classified as Eligible Expenditure, which may include (but are not limited to) receipts and invoices and/or any other documentary evidence as may from time to time be specified by the Lead Council or which may be required by the DLUHC.

TOTAL PROJECT BUDGET

Total budget is £45,000 as per submission to Changing Places Fund in June 2021.

Schedule 3 Claim Form

Lewes Changing Places Fund
Claim Form for Grant Payments

□ Section 1. Project and Claim Details

□ 1.1. Project details

Programme / Project Title	Changing Places Toilet / Facility – Centenary Park, Peacehaven
Funding Recipient Organisation	PEACEHAVEN TOWN COUNCIL, whose principal address is at Meridian Centre Greenwich Way, Peacehaven BN10 8BB
Project sponsor / lead contact	
Address Postcode Email Telephone	Email: Telephone:

□ 1.2. Funding details

Date of Funding Agreement	TBC
Project Start Date	
Project End Date	
Maximum amount of grant / loan approved	£45,000
Total expected project cost	£
Total grant / loan received to date	Nil

□ Section 2. Claim Details

To claim your total grant funding please fill out the table below.

For each activity please record what you have actually spent.

- Please include invoices or other evidence for each item that you are claiming for.
- Please include evidence of the procurement exercise you have undertaken, establishing how you have obtained best value.

Should your actual spend be lower than the amount you were awarded to complete the Project then we may need to make a reduction on your payment to reflect this, if required by DLUHC.

Project activity	Professional services, activities, equipment etc paid for (describe briefly)	Supplier / Contractor used (if applicable)	Actual spend(£)
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Section 3. Invoices

Please attach your invoices to support each of the items claimed in section 2. Your claim will only be paid where they are supported by invoices. Please attach all invoices associated with the costs claimed above.

Section 4. Declaration

I believe the above information to be accurate. I claim the Grant Funding amount of £45,000 t. I certify that the schedules and scope of the works undertaken accurately reflects reimbursement of costs incurred in delivery of the agreed project.	
Name	
Signature	
Date	
Position	
Telephone	
Email	

Please return the completed report to: Mark Langridge-Kemp

For any queries, please contact: Mark Langridge-Kemp, mark.langridge-kemp@lewes-eastbourne.gov.uk

Town Hall, Grove Road, Eastbourne BN21 4UG

Section 5. To be completed by Lewes District Council

Changes to project satisfactorily explained (where necessary).	<input type="checkbox"/>
Have all sections of the claim form been completed?	<input type="checkbox"/>
To be completed by the Project Manager: I certify that where grant/loan has been claimed that the project is progressing to my satisfaction and to agreed timescales/has been completed satisfactorily, and this claim is in order for payment.	
Signed:	
Name in block letters:	MARK LANGRIDGE-KEMP
Date:	

To be completed by Lewes District Council Finance: I certify that the costs of this claim are fair and the supporting documentation is sufficient to evidence the grant/loan amount being claimed.	
Signed:	
Name in block letters:	
Date:	

To be completed by section 151 officer or authorised representative: As, or on behalf of, the Chief Financial Officer for Eastbourne Borough Council, based on the assurances provided above, I certify that the Project is progressing to my satisfaction/has been completed satisfactorily, and this claim is in order for payment.	
Signed:	
Name in block letters:	
Date:	

Schedule 4 Special Terms

1. Purpose of Grant Funding

The Recipient acknowledges that the Grant Funding is for, and shall only be used to fund, capital expenditure (as shall be as defined from time to time by the Chartered Institute of Public Finance and Accountancy) and that no part of the Grant Funding shall be used to meet revenue expenditure (being any expenditure that is not capital expenditure).

2. Tax and VAT

2.1 If all or part of the Grant Funding is deemed to attract VAT or other tax then:

- (a) such instalments of the Grant Funding already paid to the Recipient shall be deemed to include such taxable amounts and no additional payment shall be due from DLUHC or the Lead Council in respect of such instalments;
- (b) DLUHC or the Lead Council may require the Recipient to repay all instalments of the Grant Funding already paid to it; and
- (c) DLUHC or the Lead Council may immediately withhold all future instalments of the Grant Funding pending clarification of the VAT or other tax position and any revised affordability considerations relating to the Project in light of the application of any such tax.

3. UK Subsidy Control Regime

3.1 The Recipient acknowledges that the DLUHC, and the Lead Council are required to ensure that the Grant Funding is compliant with Subsidy Control Law. As a recipient of the Grant Funding, the Recipient shall be responsible for undertaking its own assessment of the Subsidy Control Law in relation to the Project prior to accepting the Grant Funding and confirms by entering into this Agreement that the Grant Funding hereunder will not be a breach of Subsidy Control Law and shall produce for the review of the Lead Council any supporting documentation and evidence reasonably required to support that position.

3.2 The Recipient shall indemnify and keep indemnified the Lead Council in respect of any liability suffered by the Accountable Body or DLUHC, together with any interest which the Accountable Body or DLUHC is obligated to recover from the Recipient, in respect of any breach of Subsidy Control Laws by the Recipient in respect of the Grant Funding and the Project.

4. Procurement

4.1 The Recipient acknowledges that the Lead Council and DLUHC are subject to the Procurement Regulations. The Recipient shall, when using the Grant Funding to select and contract with any third party:

- (a) if it is subject to the Procurement Regulations, comply with the Procurement Regulations;

(b) if it is not subject to the Procurement Regulations it shall adopt the principles and procedures set out in the Lead Council's Contract Procedure Rules unless otherwise agreed in writing by the Lead Council. In such circumstances the Recipient shall adopt one of the procedures set out in the Contract Procedure Rules that is for procurements not fully regulated by the Procurement Regulations because it is below the Applicable Threshold Value. The most appropriate procedure shall be adopted by reference to the Estimated Contract Value. Where the Estimated Contract Value would be above the Applicable Threshold Value, the procedure chosen shall be by reference to an Estimated Contract Value taken as £1 (one GBP) below the Applicable Threshold Value.

4.2 The Recipient shall produce for the review of the Lead Council any supporting documentation and evidence promptly when required to demonstrate compliance with this paragraph 4 (Procurement) and to enable the Lead Council to comply with any reporting requirements pursuant to the Changing Places Fund Grant Implementation Guidance.

5. Enforceability of Covenants Relating to Land

5.1 Within five (5) Working Days of receiving a written request from the Lead Council, the Recipient shall enter into, or shall procure the entry into by the relevant party or parties, a deed of covenant with the Lead Council in the form set out below, or any other form required by the Lead Council, so as to ensure the enforceability of certain covenants relating to land on which the Project is carried out.

5.2 The Recipient shall use its best endeavours to assist with the procurement and preparation of a compliant plan for registration of the deed of covenant pursuant to paragraph 5.1 above, any such plan shall be in a format required by the Lead Council or the Land Registry as appropriate.

Dated _____ **2022**

Lewes District Council (1)

and

PEACEHAVEN TOWN COUNCIL] (2)

DEED OF COVENANT

Relating to: the Changing Places Toilet(s) at Centenary Park

ADMINISTRATIVE AREA : East Sussex : Lewes
TITLE NUMBER : ESX32253
PROPERTY : Land lying to the north east of Piddinghoe Avenue, Peacehaven.

DEED OF COVENANT

DATE: 2022

PARTIES:

- (1) Lewes District Council c/o of Town Hall, Grove Road, Eastbourne BN21 4UG (**Council**)
- (2) Peacehaven Town Council, whose principal address is at Meridian Centre Greenwich Way, Peacehaven BN10 8BB (**Covenantor**)

DEFINITIONS

1 DEFINITIONS

Agreed Business Case	the “Agreed Business Case” as defined in the Grant Funding Agreement.
Covenants and Covenant	means the covenants, obligations stipulations and restrictions set out in Schedule 1 (Covenants) of this deed.
Grant Funding	the “Grant Funding” as defined in the Grant Funding Agreement.
Grant Funding Agreement	The agreement between the Council and Peacehaven Town Council dated November 2022 or abouts the date of this deed.
Project	the “Project” as defined in the Grant Funding Agreement.
Property	Means land lying to the north east of Piddinghoe Avenue, Peacehaven under title number ESX32253 on which the Project is to be carried out.

2 INTERPRETATION

- 2.1 If a party is more than one person then their rights and obligations are joint and individual.

3 PURPOSE

- 3.1 At the time this deed is executed the Covenantor has an interest in the Property as freehold owner.
- 3.2 The Council and the Covenantor acknowledge and agree that this deed:
- 3.2.1 is executed for the purpose of securing the carrying out of works on land in the Council's area in which Covenantor has an interest, and/or
- 3.2.2 is executed for the purpose of regulating the use of or is otherwise connected with the land in or outside the Council's area in which the Covenantor has an interest, and which is neither executed for the purpose of facilitating or connected with the development of the land in question.
- 3.3 The Covenants are ones to which section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies.

4 COVENANTS

- 4.1 The Covenantor for itself and its successors in title hereby covenant with the Council pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982 with the intent of binding the Property and each and every part of it that the Covenantor and the persons deriving title under it will at all times hereafter observe and perform the Covenants.
- 4.2 Within 14 days after completion of this deed, the Covenantor shall apply to HM Land Registry to register this deed against the Covenantor's registered title to the Property in the charges register and shall also register this deed as a local land charge.
- The Covenantor shall comply with any restrictions in respect of the Property and deal promptly with any requisitions raised by HM Land Registry.
- 4.3 The Covenantor shall notify the Council immediately if the Project will no longer be located on the Property and if requested by the Council shall repay the Grant Funding in accordance with the terms of the Grant Agreement.
- 4.4 In the event that the Project is no longer located on the Property, the Covenantor shall enter into, or shall procure that the proprietor of the replacement property on which the Project will be located enters into, a deed of covenant with the Council in the form set out herein so as to ensure the enforceability of certain covenants relating to land on which the Project is carried out.

4.5 The Council and the Covenantor acknowledge and agree:

4.5.1 that the Covenants shall be enforceable (without any limit of time) against any person deriving title from the original Covenantor in respect of their interest in any of the Property and any person deriving title under them in respect of any lesser interest in that land as if that person had also been an original covenanting party in respect of the interest for the time being held by them.

4.5.2 that without prejudice to any other method of enforcement of a Covenant, if there is a breach of a Covenant in relation to any of the Property then (subject to clause 4.5.3) the Council may:

(a) enter on the Property and carry out the works or do anything which the Covenant requires to be carried out or done or remedy anything which has been done and which the Covenant required not to be done; and

(b) recover from any person against whom the Covenant is enforceable (whether by virtue of 33 of the Local Government (Miscellaneous Provisions) Act 1982 or otherwise) any expenses incurred by the Council in exercise of their powers under 33 of the Local Government (Miscellaneous Provisions) Act 1982.

4.5.3 Before the Council exercise their powers under clause 4.5.2(a) above, they shall give not less than 21 days notice of their intention to do so to any person:

(a) who has for the time being an interest in the Property on or in relation to which the works are to be carried out or other thing is to be done; and

(b) against whom the Covenants are enforceable (whether by virtue of 33 of the Local Government (Miscellaneous Provisions) Act 1982 or otherwise).

Schedule 1 - Covenants

1. Subject to payment of the Grant Funding, to carry out the Project in accordance with the Grant Funding Agreement.

2. For the lifetime of the Project (the Changing Places Toilet) or a period of 30 (thirty) years after the Grant Funding Period, whichever is the longest:

2.1 to maintain the Changing Places Toilet (forming the Project) in good repair and condition so that it is capable of being used and is fit for the purposes of the Project as intended in the Grant Funding Agreement and the Agreed Business Case;

- 2.2 to ensure that the Changing Places Toilet (forming the Project) is available for use and enjoyment at all times as intended in the Grant Funding Agreement and the Agreed Business Case for the purposes of the Project;
- 2.3 to use the Changing Places Toilet (forming part of the Project) at all times for the purposes of the Project as intended in the Grant Funding Agreement and the Agreed Business Case;
- 2.4 to provide adequate security and protection for the Changing Places Toilet (forming the Project);
- 2.5 not to do anything or allow anything to be done that would interfere, obstruct or prevent access and egress to the Changing Places Toilet (forming the Project); and
- 2.6 not to do anything or allow anything to be done that would interfere, obstruct or prevent the use of the Changing Places Toilet (forming the Project) for the purposes of the Project as intended in the Grant Funding Agreement and the Agreed Business Case.

EXECUTED as a deed and delivered on the date that appears at the beginning of this document.

EXECUTED by affixing the Common
Seal of **LEWES DISTRICT COUNCIL**
in the presence of:-

.....

Authorised Signatory

.....

Print Name

.....

Print Job Title

EXECUTED as a Deed by
PEACEHAVEN TOWN COUNCIL
acting by the Proper Officer,
in the presence of:-

.....
Signature of Proper Officer

.....
Signature of Councillor

.....
Print Name

.....
Print Name

.....
Signature of Councillor

.....
Print Name

Schedule 5 Third Party Agreements

Third Party Agreement(s):

1. Changing Places Fund Grant Implementation Guidance
2. Grant Determination Notification

1. **Changing Places Fund Grant Implementation Guidance**

CHANGING PLACES FUND IMPLEMENTATION GUIDANCE

The Secretary of State for the Department of Levelling Up, Housing and Communities has determined under Section 31 of the Local Government Act 2003 that grant has been awarded from the Changing Places Fund to Local Authorities for the sole purpose of the installation of Changing Places Toilets in existing buildings and the provision of modular Changing Places Toilets.

This document provides guidance on the implementation of the Changing Places Fund.

1. GENERAL

- 1.1. The Changing Places Grant Funding (the Grant) is confined to capital expenditure relating to the design, construction, and completion of Changing Places Toilets at the agreed venues. The Grant cannot be used for purposes other than eligible expenditure relating to the provision of Changing Places Toilets.
- 1.2. Local Authorities awarded the Grant will be asked to provide the Department of Levelling Up Housing and Communities (DLUHC) with:
 - an updated (from the Expression of Interest) profile of expenditure for financial years 22/23 and 23/24
 - a detailed breakdown of key milestones for implementation for each Changing Places Toilet
 - a breakdown of expenditure for the duration of the implementation period for each facility and
 - provide information requested by DLUHC to monitor progress.

2. ELIGIBILITY

- 2.1. To be eligible for funding Changing Places Toilets must be registered with the Changing Places UK Consortium on completion (via MDUK Changing Places Support Officers).
- 2.2. The Grant may only be used in respect of:
 - a) Provision of Changing Places Toilets in venues agreed by the Secretary of State, details of which are included in annex A of the grant award letter issued to the

Local Authority.

- b) Design, construction, and completion of Changing Places Toilets in existing buildings.
- c) Design, purchase, construction, and completion of modular Changing Places Toilets.
- d) Design and construction of an addition to an existing structure to accommodate a Changing Places Toilet.
- e) Access improvements that are essential for the provision of a Changing Places Toilet.
- f) Purchase and installation of equipment required for a Changing Places Toilet.
- g) Professional fees associated with the points above.
- h) The design, purchase and installation of the required Changing Places fund plaque on completion

2.3. The grant may not be used in respect of:

- a) Toilet facilities that are not registered with the Changing Places UK Consortium, regardless of the specification.
- b) Changing Places Toilets installed as part of the construction of a new building.
- c) Privately accessible venues: Changing Places Toilets may be funded in premises where it is necessary to pay an entry charge if the public have accessibility, but not where public access is restricted.
- d) Changing Places Toilets installed on modes of transport e.g., ferries, trains.
- e) Cleaning, repair, and maintenance costs, including the costs of service and or maintenance agreements.
- f) Changing Places Toilets where the installation detracts from existing toilet provisions of any kind, meaning there is a net loss of existing toilet provision. A new Changing Places Toilet must be additional to existing provision or replace an existing toilet.
- g) Any building works, including access improvements that are not essential to the provision of a Changing Places Toilet.

3. WORKING WITH CHANGING PLACES DELIVERY PARTNER MUSCULAR DYSTROPHY UK (MDUK)

- 3.1. MDUK is the contracted delivery partner for the Changing Places Fund, acting on behalf of the Changing Places UK Consortium and DLUHC. MDUK Changing Places Support Officers will be assigned to support Grant recipients throughout the process.
- 3.2. Changing Places Support Officers will support Local Authorities by signposting to expertise and support in the design and construction of Changing Places Toilets. The Changing Places Support Officers will help ensure that registration requirements are understood and met. Changing Places Support Officers will share information, good practice and help guide Local Authorities through the registration process.
- 3.3. Local Authorities are expected to engage with the MDUK Changing Places Support Officers over the duration of the Grant, specifically:
 - I. Identifying a **Single Point of Contact** within the Local Authority for communication with DLUHC and MDUK in respect of facilities that the Local Authority is delivering itself and those facilities developed by third parties.

- II. Engaging with the MDUK Changing Places Support Officers (via the single point of contact) to receive and provide information on progress, including regular progress reports, on all facilities supported by the Changing Places Fund.
- III. Participation by the Local Authority (not necessarily the single point of contact but an appropriate representative) in the mandatory Changing Places technical training conducted by the Changing Places UK Consortium.

4. CHANGING PLACES PRACTICAL GUIDE

- 4.1. The Changing Places UK Consortium has developed *Changing Places, A Practical Guide*, which provides information and guidance on all aspects of the specification plan, design and installation of a Changing Places Toilet. You can find a copy of the guide on the [Changing Places website](http://toiletmap.s3.eu-west-1.amazonaws.com/content/Changing%20Places%20a%20Practical%20Guide.pdf)¹. <http://toiletmap.s3.eu-west-1.amazonaws.com/content/Changing%20Places%20a%20Practical%20Guide.pdf>
- 4.2. The Changing Places UK Consortium recommends that all architects, suppliers and those third parties involved with the project should be signposted to *Changing Places, A Practical Guide* in order that the registration requirements are understood and adhered to.

5. DESIGN SPECIFICATION

- 5.1. To ensure the facility is developed in line with the requirements for registration, Local Authorities should submit a **design proposal** for each Changing Places Toilet to the Changing Places Support Officers for consideration and approval.
- 5.2. The design proposal must include, as a minimum: floor dimensions, ceiling height, door width, details of supplier, installer and/or contractor(s) (if different or additional), proposed equipment and positioning, accessibility (including access to/from and within the venue and/or location where the Changing Places Toilet will be sited), flooring and decoration.
- 5.3. To ensure on-going adherence to the registration standards, any changes to the design proposal that may occur during the build should be discussed with the Changing Places Support Officers before any building work commences.
- 5.4. It is strongly recommended that Local Authorities seek advice from an Access Consultant or accredited representative from the The National Register of Access Consultants (NRAC) <https://www.nrac.org.uk/> to support the development of Changing Places Toilet design proposals.

6. REGISTRATION

- 6.1. To be recognised and attract Changing Places funding, each Changing Places Toilet must be registered with the Changing Places UK Consortium.
- 6.2. Local Authorities must register a venue via the Changing Places Support Officers, this can be completed online. The registration must be completed before the facility is opened to the public.
- 6.3. The Changing Places UK Consortium will include registered Changing Places Toilets on the Changing Places Toilets website and toilet map to assist users.

7. PAYMENTS

- 7.1. During the financial years 2022/23 and 2023/24 (as appropriate - For the duration of the local programme, returns will not be required once all of the Changing Places Toilets have been installed and the grant has been paid).
- 7.2. Local Authorities should complete a return, quarterly, on the DELTA reporting system to receive funding for each completed venue.
- 7.3. Payments to Local Authorities are subject to the authority's Section 151 Officer certifying that:
 - all costs have been defrayed on the intended purpose.
 - registration has been secured.
 - that sufficient revenue funding has been identified by those responsible for the cleaning, repair up-keep and maintenance of all the Changing Places Toilets delivered through the Grant for the lifetime of the asset.

8. MONITORING REPORTING AND EVALUATION

- 8.1. Local Authorities will be required to provide quarterly progress reports to DLUHC via the DELTA system, including those periods where no funding is being claimed. This will include updates on both completed and ongoing projects.
- 8.2. Regular contact should be maintained with the Changing Places Support Officers regarding the development of each facility.
- 8.3. Local Authorities are expected to participate in any Changing Places Fund evaluation activity, sharing their experience, insights, case studies, learning, good practice and the impact of the funding in the locality.

9. PROMOTIONAL ACTIVITY

- 9.1. Each Changing Places Toilet funded by the Grant is required to display a plaque including the Changing Places Toilet, Department for Levelling Up Housing and Communities and Muscular Dystrophy UK logos and branding. Details will be provided in a Changing Places Fund plaque design guide. Plaques should be displayed in a prominent external location at the facility. Plaques may also include the logo/branding of any other third parties involved in the funding or location.
- 9.2. Local Authorities are required to work with the Department for Levelling Up, Housing and Communities and Changing Places Support Officers to co-ordinate any press or promotional activity in respect of the launch and opening of Changing Places Toilets.

- 9.3. Local Authorities should liaise with the Changing Places Support Officers regarding any launch/opening events and promotion, including via social media. The Changing Places Support Officers can provide guidance regarding the scheduled promotion.

10. ONGOING COSTS AND MAINTENANCE

- 10.1. Local Authority Section 151 Officers in submitting claims for reimbursement will certify that sufficient revenue funding has been identified by those responsible for the cleaning, repairs and maintenance of all Changing Places Toilets delivered through this Grant for the lifetime of the asset.
- 10.2. A maintenance and service agreement for the Changing Places Toilet equipment is a mandatory requirement of registration of each facility.
- 10.3. Changing Places Toilets funded by the Grant are expected to remain in use and be publicly accessible for the lifetime of the asset. In cases where Local Authorities pass the Grant on to a third party to install facilities in the latter's premises, it is recommended that the Grant is made under an agreement that enables the Local Authority to recover the Grant (or an element of it) should the facility cease to be available (for possible reinvestment in alternative facilities).
- 10.4. Any temporary change in the Changing Places Toilet's availability should be reported to a Changing Places Support Officer at the earliest opportunity, for its availability to be updated on the Changing Places website.

11. Contact information

The Department for Levelling Up, Housing and Communities can be contacted at changingplaces@levellingup.gov.uk.

The Changing Places Support Officers can be contacted at cpt.support@musculardystrophyuk.org.

2. **Grant Determination Notification**

CHANGING PLACES FUND GRANT DETERMINATION (2022-2023): No 31/6222

The Minister of State for Department for Levelling Up, Housing and Communities, in exercise of the powers conferred by section 31 of the Local Government Act 2003, makes the following determination:

a) **Citation**

1) This determination may be cited as the Changing Places Fund Grant Determination (2022-2023 [No31/6222].

b) **Purpose of the grant**

2) The purpose of the grant is to provide support to local authorities in England towards expenditure lawfully incurred or to be incurred by them.

c) **Determination**

3) The Minister of State determines as the authorities to which grant is to be paid and the amount of grant to be paid, the authorities and the amounts set out in Annex A.

d) **Grant conditions**

4) Pursuant to section 31(4) of the Local Government Act 2003, the Minister of State determines that the grant will be paid subject to the conditions in Annex B.

e) **Treasury consent**

5) Before making this determination in relation to local authorities in England, the Minister of State obtained the consent of the Treasury.

Signed by authority of the Minister of State for Department for Levelling Up, Housing and Communities.

ANNEX A

Redacted.

ANNEX B

GRANT CONDITIONS

1. In this Annex:
 - “the Department” means the Department for Levelling Up, Housing and Communities;
 - “the authority” means the authorities listed in Annex A to which the grant has been awarded;
 - “the Secretary of State” means the Minister of State for Department for Levelling Up, Housing and Communities
2. Grant paid to a local authority under this determination may be used only for the purposes that a capital receipt may be used for in accordance with regulations made under section 11 of the Local Government Act 2003.
3. The Chief Executive and Chief Internal Auditor of each of the recipient local authorities are required to sign and return to the team leader of the Changing Places Fund team of the Department for Levelling Up, Housing and Communities a declaration, to be received no later than 30 September 2023, in the following terms:
 - “To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the conditions set out in paragraphs 2 to 26 of Annex B to Changing Places Fund Grant Determination No 31/6222 have been complied with”.
4. If an authority fails to comply with any of the conditions and requirements of paragraphs 2 and 3, the Secretary of State may-

- a. reduce, suspend or withhold grant; or
 - b. by notification in writing to the local authority, require the repayment of the whole or any part of the grant.
- 5. Any sum notified by the Secretary of State under paragraph 4 shall immediately become repayable by the local authority to the Secretary of State.

Eligible Expenditure

- 6. Grant paid to a local authority under this determination can only be used to meet the costs of installing Changing Places Toilet Facilities and can only be used in the:
 - a) Provision of Changing Places Toilets in venues agreed by the Secretary of State, details of which are included in annex A of the grant award letter issued to the Local Authority alongside those agreed by DLUHC officials through the Project Change Request process.
 - b) Design, construction, and completion of Changing Places Toilets in existing buildings.
 - c) Design, purchase, construction, and completion of modular Changing Places Toilets.
 - d) Design and construction of an addition to an existing structure to accommodate a Changing Places Toilet.
 - e) Access improvements that are essential for the provision of a Changing Places Toilet.
 - f) Purchase and installation of equipment required for a Changing Places Toilet.
 - g) Professional fees associated with the points above.
 - h) The design, purchase and installation of the required Changing Places Fund plaque on completion
- 7. If the authority incurs any of the following costs, they must be excluded from eligible expenditure:
 - a) Toilet facilities that are not registered with the Changing Places UK Consortium, regardless of the specification.

- b) Changing Places Toilets installed as part of the construction of a new building.
 - c) Privately accessible venues: Changing Places Toilets may be funded in premises where it is necessary to pay an entry charge if the public have access, but not where public access is restricted.
 - d) Changing Places Toilets installed on modes of transport e.g., ferries, trains.
 - e) Cleaning, repair, and maintenance costs, including the costs of service and or maintenance agreements.
 - f) Changing Places Toilets where the installation detracts from existing toilet provisions of any kind, a new Changing Places Toilet must be additional to existing provisions or replace an existing toilet. There must be no net loss to existing toilet provision.
 - g) Any building works, including access improvements that are not essential to the provision of a Changing Places Toilet
 - h. Contributions in kind.
 - i. Payments for activities of a political or exclusively religious nature.
 - j. Depreciation, amortisation or impairment of fixed assets owned by the authority or any third party.
 - k. Input VAT reclaimable by the authority, or any third party the authority passes the grant to, from HM Revenue & Customs.
 - l. Interest payments or service charge payments for finance leases.
8. Grant is capped to the allocation set out within the Grant Award Letter. If the actual costs of providing Changing Places Toilets increases the Grant will not be increased.
9. The Department agrees to any unutilised grant being retained locally by the authority for the use of supporting future Changing Places Toilet facilities.

Payment Arrangements

10. The payment in 2022/23 will be paid as a single instalment and will include any costs incurred in 2021/22, as notified to the Department by the local authority.
11. The Department may reduce the grant if the authority does not comply with the performance monitoring requirements or if we believe progress on project delivery is unsatisfactory or the future of the project/s supported is/are at risk.

Records to be kept

12. The authority must maintain reliable, accessible and up to date accounting records with an adequate audit trail for all expenditure funded by grant monies under this Determination. The authority should provide these records and further explanations as reasonably required.
13. The authority and any person acting on behalf of the authority must allow:
 - a) the Comptroller and Auditor General or appointed representatives; and
 - b) the Secretary of State or appointed representatives.

free access at all reasonable times to all documents (including computerised documents and data) and other information as are connected to the grant payable under this Determination, or to the purposes for which grant was used, subject to the provisions in paragraph 14.

14. The documents, data and information referred to in paragraph 13 are such which the Secretary of State or the Comptroller and Auditor General may reasonably require for the purposes of his financial audit or any department or other public body or for carrying out examinations into the economy, efficiency and effectiveness with which any department or other public body has used its resources. The authority must provide such further explanations as are reasonably required for these purposes.
15. Paragraphs 13 and 14 do not constitute a requirement for the examination,

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certification or inspection of the accounts of the authority by the Comptroller and

Auditor General under section 6(3) of the National Audit Act 1983. The Comptroller and Auditor General will seek access in a measured manner to minimise any burden on the authority and will avoid duplication of effort by seeking and sharing information with the Audit Commission.

Fixed Assets

16. The authority must keep a register of fixed assets, including Changing Places Toilets created wholly or partly using grant provided under this Determination.
17. For each Changing Places Toilet in the register the following particulars must be shown where appropriate:
 - date of improvement, when works are complete;
 - cost, net of recoverable VAT;
 - location of Changing Places Toilet;
 - serial or identification numbers;
 - date of any disposal;
 - proceeds of disposal net of VAT; and
 - the identity of any person to whom the fixed asset has been transferred or sold.
18. If fixed assets are sold or their ownership transferred while they have any economic value, and as a result the Changing Places Toilet is no longer accessible to the public (condition 7 c refers) the authority must notify the Secretary of State as soon as possible. The Secretary of State may require the authority to repay the proceeds or an appropriate part of them, as may be determined by the Secretary of State and notified in writing to the authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the authority from central government.

Publicity Requirements

19. Each Changing Places Toilet funded by the grant is required to display a plaque

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including the Changing Places Toilet, Department for Levelling Up Housing and

Communities and Muscular Dystrophy UK logos and branding. The plaque must be in place when the facility opens to the public or in retrospect as soon as possible thereafter for those facilities registered and opened prior to the payment made by the Department to the local authority in the financial year 2022/23.

Breach of Conditions and Recovery of Grant

20. If the authority fails to comply with any of these conditions, or if any overpayment is made under this grant or any amount is paid in error, or if any of the events set out in paragraph 21 occurs, the Secretary of State may reduce, suspend or withhold grant payments or require the repayment of the whole or any part of the grant monies paid, as may be determined by the Secretary of State and notified in writing to the authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the authority from central government.

21. The events referred to in paragraph 20 are:

a) the authority purports to transfer or assign any rights, interests or obligations arising under this Determination without the prior agreement of the Secretary of State;

b) any information provided in any application for grant monies payable under this Determination, or in any subsequent supporting correspondence is found to be significantly incorrect or incomplete in the opinion of the Secretary of State;

c) it appears to the Secretary of State that other circumstances have arisen or events have occurred that are likely to significantly affect the authority's ability to achieve the outputs, activities, milestones and targets set out in the bid;

d) the authority's chief internal auditor is unable to provide reasonable assurance that the relevant Statement of Grant Usage, in all material respects, fairly presents the eligible expenditure in the period 1 April 2021 to 31 March 2022 (for any accrued amounts set out in column 1 of the table at

Annex A) and 1 April 2022 to 31 March 2023 in accordance with the definitions and conditions in this Determination.

Statement of Grant Usage

22. The authority must prepare a Statement of Grant Usage for each of (A) the period 1 April 2021 to 31 March 2022 (for any accrued amounts set out in column 1 of the table at Annex A) and (B) 1 April 2022 to 31 March 2023 both to be submitted to the Department on or before 30 September 2023. Each Statement of Grant Usage must be in a form agreed between the authority and the Department and must provide details of eligible expenditure in the period. Each Statement of Grant Usage must be certified by the authority's chief executive that, to the best of his or her knowledge, the amounts shown on the Statement of Grant Usage are all eligible expenditure and that the grant has been used for the purposes intended.
23. Each Statement of Grant Usage submitted to the Department must be accompanied by a report from the authority's chief executive or chief finance officer setting out whether he or she has received an audit opinion from the authority's chief internal auditor that he can provide reasonable assurance that the Statement of Grant Usage, in all material respects, fairly presents the eligible expenditure in the period 1 April 2021 to 31 March 2022 (for any accrued amounts set out in column 1 of the table at Annex A) and 1 April 2022 to 31 March 2023 in accordance with the definitions and conditions in this Determination.
24. The authority must inform the Department promptly of any significant financial control issues raised by its internal auditors.
25. If any Statement of Grant Usage identifies any overpayment of grant, the authority must repay this amount within 30 days of being asked by the Department.

26. The Secretary of State may at any time require a further external validation to be carried out by an appropriately qualified independent accountant or auditor, on the use of the grant.

To: NICOLA PAPANICOLAOU

FROM: PEACEHAVEN TOWN COUNCIL of The Meridian Centre Roderick
Avenue Peacehaven East Sussex BN10 8BB

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Signed by

Dated

2022

DATED

2022

LEASE

relating to

Gateway Café Centenary Park Piddinghoe Avenue Peacehaven East Sussex BN10 8RJ

between

Peacehaven Town Council

and

Papachinos Limited

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LR1. Date of lease

2022

LR2. Title number(s)**LR2.1 Landlord's title number(s)**

ESX32253

LR2.2 Other title numbers

None

LR3. Parties to this lease**Landlord**

PEACEHAVEN TOWN COUNCIL

The Meridian Centre Roderick Avenue Peacehaven BN10 8BB

Tenant

PAPACHINOS LIMITED

Gateway Café The Sports Park Piddinghoe Avenue Peacehaven East Sussex BN10 8RH

Company Registration Number 10043088

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and **Error! Reference source not found.** of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building [except those set out in **Error! Bookmark not defined.****Error! Reference source not found.** of **Error! Reference source not found.**].

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements set out in **Error! Bookmark not defined.** of **Error! Reference source not found.** to this lease are granted by this lease for the benefit of the Property.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements set out in **Error! Bookmark not defined.** of 0 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

This lease is dated

2022

PARTIES

- (1) PEACEHAVEN TOWN COUNCIL of The Meridian Centre Roderick Avenue Peacehaven East Sussex BN10 8BB (**Landlord**)
- (2) PAPACHINO'S LIMITED (Company Registration Number 10043088) whose registered office is at Gateway Café The Sports Park Piddinghoe Avenue Peacehaven East Sussex BN10 8RH (**Tenant**)

BACKGROUND

- (A) The Landlord is the freehold owner of the Building.
- (B) The Property forms part of the Building.
- (C) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent at an initial rate of £8,000.00 per annum and then as revised under 0

Authorised Person: any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Property or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Break Date: A date which is at least 3 months after service of the Break Notice

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with clause 0.

Building Damage: damage to or destruction of the Building (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use or inaccessible.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of 10 years from and including the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

Insolvency Event: subject to clause 1.14, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

Insurance Rent: the aggregate in each year of:

- a) a fair proportion of the gross cost of any premiums that the Landlord expends after any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Building (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;
- b) a fair proportion of the gross cost of the premium that the Landlord expends in effecting public liability insurance in relation to the Common Parts in accordance with this lease after any discount or commission is allowed or paid to the Landlord);

- c) the gross cost of the premium after any discount or commission for insurance for loss of Annual Rent from the Property for 3 years; and
- d) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) to (c) of this definition.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, [terrorism,] subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of [NAME OF BANK] or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

Landlord's Neighbouring Property: the freehold property known as The Sports Park Piddinghoe Avenue Peacehaven East Sussex BN10 8RH as the same is registered under title number ESX32253

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

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

Permitted Use: use as a licenced café and restaurant

Property: the property described in **Error! Reference source not found..**

Property Plan: the plan annexed to this lease at ANNEX A and marked "Property Plan".

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property)

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement of the Building (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Building that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: the date of this lease.

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December

Reservations: the rights excepted and reserved in **Error! Bookmark not defined.** of 0.

Rights: the rights granted in **Error! Bookmark not defined.** of **Error! Reference source not found.**

Services: the services set out in **Error! Reference source not found.** of **Error! Reference source not found.**

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Tenants Undertaking: the list of matters attached to this lease marked Tenant's Undertaking

Term: the Contractual Term

Termination Date: the date on which the Term ends (however it ends).

Third Party Rights: the matters set out in **Error! Reference source not found.**

Trading Hours: for the period from 1st October until 28th February in every year the hours of 9:00 am to 17:00 pm on Mondays to Sundays (inclusive) and for the period from 1st March until 30th September in every year the hours of 9:00 am to 18:00 pm or such alternative hours as the Landlord (acting reasonably) may stipulate from time to time as being the usual trading hours

Transaction: is:

- a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
- b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
- c) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:

- a) of an exclusion imposed by the insurers; or
- b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and **Uninsured Risk** means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax [or any equivalent tax] chargeable in the UK.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns; and
 - (c) a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 0;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 0;
- 1.13 Unless the context otherwise requires, 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.
- 1.14 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:
 - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.15 A reference to **writing** or **written** excludes fax and email.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England
- 1.18 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 1.20 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:

- (a) for the Contractual Term;
- (b) with full title guarantee;
- (c) together with the Rights;
- (d) excepting and reserving the Reservations; and

- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

- (a) the Annual Rent;
- (b) the Insurance Rent;
- (c) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995 and shall use all reasonable endeavours to comply with the matters referred to or contained in the Tenants Undertaking attached to this lease

4. Payment of Annual Rent

The Tenant must pay the Annual Rent on the Rent Payment Dates in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
- (b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

- 7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of] its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease [provided that that schedule is served on or before the date which is [six] months from and including the Termination Date]; or
- (e) any consent or approval applied for under:
 - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord

11. Prohibition of dealings

Except as expressly permitted by clause 12 the Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
- (b) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

12. Assignments

12.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

12.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

- (v) is otherwise in a form reasonably required by the Landlord;
 - (b) a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in **Error! Reference source not found.** (but with such amendments and additions as the Landlord may reasonably require
- 12.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
 - (a) the Annual Rent or any other sum due under this lease [(where that other sum is not the subject of a genuine dispute with the Landlord)] is outstanding;
 - (b) there is a material breach of covenant by the Tenant that has not been remedied; or
 - (c) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.
- 12.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

13. Underletting

- 13.1 The Tenant must not underlet the whole or any part of the Property

14. Sharing Occupation

- 14.1 The Tenant may not share occupation of the Property

15. Repair

- 15.1 The Tenant must:
 - (a) ensure that any Service Media forming part of the Property is kept in good working order;
 - (b) keep the Property clean, tidy and clear of rubbish; and
 - (c) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.
- 15.2 The Tenant shall not be liable to repair the Property) to the extent that any disrepair has been caused by:
 - (a) an Insured Risk unless and to the extent that:

- (i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with **Error! Bookmark not defined.** of 0); or
- (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of 0

16. Decoration

The Tenant must:

- (a) decorate the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
- (c) carry out the decoration required in the last three months before the Termination Date to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

17. Alterations

17.1 Except as permitted by this clause 18, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

17.2 Any alterations permitted by this clause are subject to clause 17.6.

17.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.4 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Building that are at the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 18;
- (b) those alterations do not adversely impact on the structural integrity of the Building; and
- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.5 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.6 The Tenant must not carry out any alteration to the which would[, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the Building.

18. Signs

18.1 The Tenant must not display any Signs inside the Property that are visible from outside the Property; or attach any Signs to the exterior of the Property.

19. Returning the Property to the Landlord

19.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

19.2 Subject to clause 19.3, the Tenant must by the Termination Date:

(a) remove:

(i) any tenant's fixtures from the Property;

(ii) any alterations to the Property undertaken by or for any tenant, and

(iii) any Signs erected by the Tenant at the Building; and

(b) make good any damage caused to the Building by the removal of those items and alterations.

19.3 If the Landlord gives notice to the Tenant no later than [two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 19.2(a)(i) and clause 19.2(a)(ii) shall not be removed pursuant to clause 19.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

19.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

19.5 The Tenant:

(a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Building by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

(b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

20. Use

20.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

20.2 The Tenant must use all reasonable endeavours to keep the Property open for trading during the Trading Hours. Except that the Tenant shall not be required to be open for trading in any period during which:

- (a) the Tenant (or any authorised undertenant or occupier) is carrying out any alterations to the Property that are permitted or required by this lease;
- (b) the Tenant has vacated the Property in anticipation of an authorised assignment of this lease or underletting;
- (c) it is not possible to occupy or access the Property following damage to or destruction of the Building by an Insured Risk [or an Uninsured Risk]; or
- (d) occupation or trading would result in a breach of any other provision of this lease.

20.3 The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any property that neighbours the Building;
- (e) overload any part of the Building nor overload or block any Service Media at or serving the Property;
- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (g) interfere with any Service Media at the Building;
- (h) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (i) allow any person to sleep at or reside on the Property.

21. Regulations

The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate

management and notified to the Tenant relating to the use of the Building and any other neighbouring or adjoining property provided that:

- (a) such regulations do not materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights; and
- (b) if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail].

22. Exercise of the Rights

22.1 The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use;
- (b) in accordance with any regulations made by the Landlord under clause 21; and
- (c) in compliance with all laws relating to the Tenant's use of the Building and any other neighbouring or adjoining property pursuant to the Rights.

23. Allow entry

23.1 Subject to clause 23.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

23.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

24. Compliance with laws

24.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

24.2 Within 5 working days of receipt of any notice or other communication affecting the Property or Building (and whether or not served pursuant to any law) the Tenant must:

- (a) send a copy of the relevant document to the Landlord; and

- (b) to the extent that it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 24.3 The Tenant must not:
 - (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted under this lease); or
 - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 24.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 24.5 The Tenant must:
 - (a) comply with its obligations under the CDM Regulations;
 - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - (c) give that health and safety file to the Landlord at the Termination Date;
 - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Building. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
 - (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 24.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 24.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 24.8 The Tenant must keep:
 - (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all

relevant laws or required by the insurers of the Property [or recommended by them] or reasonably required by the Landlord; and

- (b) that machinery, equipment and alarms properly maintained and available for inspection.

25. Registration of this lease

25.1 The Tenant must:

- (a) apply to register this lease at HM Land Registry promptly following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within [one month] of completion of the registration.

[The Tenant must not:

- (d) apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;
- (e) object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or
- (f) apply for an official copy of any exempt information document version of this lease.

26. Closure of registered title

26.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease promptly and in any event within one month following the Termination Date.

26.2 The Tenant must:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 26.1 are responded to promptly and properly; and
- (b) keep the Landlord informed of the progress and completion of that application.

27. Encroachments and preservation of rights

27.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

- 27.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 27.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 27.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 27.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
- (a) immediately inform the Landlord and give the Landlord notice of that action; and
 - (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

28. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

29. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

30. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

31. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 0 of 0, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

32. Re-entry and forfeiture

32.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (f) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (g) any breach of any condition of, or tenant covenant in, this lease; or
- (h) an Insolvency Event.

32.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

33. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

33.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

33.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building [except those set out in **Error! Bookmark not defined.****Error! Reference source not found.** of **Error! Reference source not found.**..

34 Exclusion of sections 24 to 28 of the LTA 1954

34.1 The parties:

- (i) confirm that:
 - (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, [not less than 14 days] before this lease was entered into;
 - (ii) [the Tenant **OR** [DECLARANT'S NAME] who was duly authorised by the Tenant to do so] made a declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) there is no agreement for lease to which this lease gives effect; and
- (j) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

35. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

36. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Building (excluding the Property)[, the Landlord's Neighbouring Property] or any other neighbouring or adjoining property.

37. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

38. Landlord's option to break

38.1 The Landlord may terminate this lease by serving a Break Notice on the Tenant at least three months before the Break Date.

38.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice the Tenant has not paid by way of cleared funds any part of the Annual Rent

- (k) the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession

- 38.3 Following service of a Break Notice this lease shall terminate on the Break Date.
- 38.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
- 38.5 If this lease terminates in accordance with clause 39.3, then, within ten working days of the Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the Break Date up to but excluding the next Rent Payment Date.

39. Breach of repair and maintenance obligation

- 39.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 39.2 Following the service of a notice pursuant to clause 0, the Landlord may enter the Property and carry out the required works if the Tenant:
- (l) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
 - (m) is not carrying out the required works with all due speed.
- 39.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 0 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 39.4 Any action taken by the Landlord pursuant to this clause 0 shall be without prejudice to the Landlord's other rights (including those under clause 0).

40. Notices

- 40.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:
- (n) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
 - (o) by pre-paid first-class post or other next working day delivery service:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom
- 40.2 If a notice complies with the criteria in clause 0, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
- (p) delivered by hand, at the time the notice is left at the proper address; or
 - (q) sent by pre-paid first-class post or other next working day delivery service, on the [second] working day after posting

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

41. Consents and approvals

- 41.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
- (r) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (s) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 41.2 If a waiver is given pursuant to clause 0, it shall not affect the requirement for a deed for any other consent.
- 41.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
- (t) the approval is being given in a case of emergency; or
 - (u) this lease expressly states that the approval need not be in writing.
- 41.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
- (v) imply that any consent or approval required from a third party has been obtained; or
 - (w) obviate the need to obtain any consent or approval from a third party.
- 41.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

41.6 Where:

- (x) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage

42. VAT

- 42.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 42.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 42.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).
- 42.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

43. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. 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.

44. Entire agreement

- 44.1 This lease and the documents annexed to it constitutes the whole agreement between the parties and supersede[s] all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 44.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on[, and shall have no remedies in respect of any representation or warranty (whether made innocently or negligently).
- 44.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

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

45. Contracts (Rights of Third Parties) Act 1999

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

46. Governing Law

This lease 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.

47. 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 lease 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.

Schedule 1 - Property

The premises known as the Gateway Café Centenary Park Piddinghoe Avenue
Peacehaven East Sussex BN10 8RH

Schedule 2 Rights

The Landlord grants to the Tenant the following Rights:

1. The right to position and use a mobile catering unit on the Property in a location to be agreed between the Landlord and the Tenant upon terms and conditions to be agreed with the Landlord in advance of the siting of this unit.
2. A right of way over such of the adjoining property of the Landlord as is necessary for the Tenant's lawful use of the Property

Schedule 3**Reservations**

Subject to the Landlord complying with clause 0, the right to enter the Property to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations for any other purpose mentioned in or connected with this lease;

Schedule 4 Rent review

Part 1 Definitions

1. Definitions

The following definitions apply in this 0.

Index: means the all items figure of the Index of Retail Prices published by the Office for National Statistics or any officially published index intended to supercede it

The Index figure for a particular date means the last published figure of the Index before that date

If the method of calculation of the Index is changed any official reconciliation between the old and the new method should be adopted

Part 2 Review of the Annual Rent

1. Review

1.1 On each Rent Review date the rent is to be adjusted by reference to the Index, as follows:

(a) the adjusted rent is to be the initial rent payable under this lease (after any rent free period has expired) multiplied by the Index figure at the Rent Review date and divided by the Index figure at the start of the term of this lease

(i) The Tenant is to pay rent at the rate applying before the Rent Review date until the next Rent Payment Date after the new rent is agreed or decided

(ii) Starting on that Rent Payment date, the Tenant is to pay the new rent

(iii) On that Rent Payment date:

The Tenant is also to pay an amount by which the new rent exceeds the rent paid, with Interest at 4% below the Law Society's interest rate on the excess of each instalment from its Rent Payment date

The Landlord is to refund any amount bywhich the rent paid exceeds the rent payable since the Rent Review date, with interest at 4% below the Law Society's interest rate on the excess of each instalment from the date of receipt

2. Disputes

2.1 Any dispute under any part of this Schedule is to be decided by arbitration in accordance with Clause of this lease

Schedule 5 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Building insured against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property and the Building in this 0 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Property that form part of the Property unless:
 - (i) those alterations are permitted or required under this lease;
 - (ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - (c) the Building when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Landlord to provide insurance details

- 2.1 In relation to any insurance effected by the Landlord under this 0, the Landlord must:
- (a) at the request of the Tenant [(such request not to be made more frequently than once a year)] supply the Tenant with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums; and
 - (iii) details of any commission paid to the Landlord by the Landlord's insurer;
 - (b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after] the Landlord or its agents becoming aware of the change; and
 - (c) use reasonable endeavours to procure that the Landlord's insurer:
 - (i) waives its rights of subrogation against the Tenant and any lawful undertenants or occupiers of the Property;

- (ii) includes in the insurance policy a non-invalidating provision in respect of any act or default of the Tenant; and
- (iii) permits the interest of the Tenant to be noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy.

3. Tenant's obligations

3.1 The Tenant must pay the Insurance Rent to the Landlord on demand

3.2 The Tenant must:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Building may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));

4. Rent suspension

4.1 Subject to paragraph 4.2 and paragraph 4.3 of this Schedule, if any Building Damage by an Insured Risk or an Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Building Damage) shall be suspended until the earlier of:

- (a) the date on which the Building has been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) the date which is [three] years from and including the date on which that Building Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Building Damage is caused by:

- (a) an Insured Risk and:
 - (i) the policy of insurance in relation to the Building has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and

- (ii) the Tenant has not complied with **Error! Bookmark not defined.****Error! Reference source not found.** of this Schedule ; or
 - (b) an Uninsured Risk and the Building Damage was Tenant Damage.
- 4.3 If payment of the Annual Rent would be suspended under paragraph 4.1 of this Schedule but the rent suspension period would have commenced before the Rent Commencement Date, the following shall apply:
- (a) the "Original Rent Commencement Date" shall be the date specified in the definition of Rent Commencement Date in clause 1.1;
 - (b) the "Suspension Period" shall be the period for which the Annual Rent would have been suspended under paragraph 4.1 of this Schedule had the Annual Rent been payable from the date on which this lease was granted;
 - (c) the "Rent Resumption Date" shall be the day after the last day of the Suspension Period;
 - (d) X shall be:
 - (i) the number of days from and including the date on which the Suspension Period commences to and including the earlier of the last day of the Suspension Period and the day before the Original Rent Commencement Date; or
 - (ii) if only a proportion of the Annual Rent due would have been suspended during the Suspension Period, an equivalent proportion of the number of days calculated under paragraph 4.3(d)(i) of this Schedule (rounding up to the nearest whole day);
 - (e) if the Rent Resumption Date is on or before the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Original Rent Commencement Date; and
 - (f) if the Rent Resumption Date is after the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Rent Resumption Date.

5. **Landlord's obligation to reinstate following damage or destruction by an Insured Risk**

- 5.1 Following any damage to or destruction of the Building by an Insured Risk, the Landlord must:
- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
 - (b) reinstate the relevant parts of the Building except that the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;

- (ii) reinstate unless the Tenant has paid the sums due under **Error! Bookmark not defined.** and **Error! Bookmark not defined.** of this Schedule;
- (iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
- (iv) reinstate after a notice to terminate has been served pursuant to this 0.

5.2 If the Landlord is obliged to reinstate the relevant parts of the Building pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:

- (a) use all insurance money received (other than for loss of rent) and all sums received under **Error! Bookmark not defined.** and **Error! Bookmark not defined.** of this Schedule for the purposes of that reinstatement; and
- (b) make up any shortfall out of its own funds.

6. Termination if reinstatement impossible or impractical following Building Damage by an Insured Risk

6.1 Following Building Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Building, the Landlord may terminate this lease by giving notice to the Tenant within [six months] from and including the date on which that Building Damage occurred.

7. Building Damage by an Uninsured Risk

7.1 If the Annual Rent (or a fair proportion of it) is suspended under paragraph 4.1 of this Schedule due to Building Damage by an Uninsured Risk, then, within [12] months from and including the date on which that Building Damage occurred, the Landlord must either:

- (a) terminate this lease by giving notice to the Tenant; or
- (b) notify the Tenant that it intends to reinstate the relevant parts of the Building at its own cost.

7.2 If the Landlord notifies the Tenant under paragraph 7.1(b) that it intends to reinstate the relevant parts of the Building, then the Landlord must use:

- (a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
- (b) its own monies to reinstate the relevant parts of the Building but the Landlord shall not be obliged to:

- (i) reinstate unless all necessary planning and other consents are obtained;
- (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
- (iii) reinstate after a notice to terminate has been served pursuant to this 0.

7.3 If paragraph 7.1 applies but the Landlord has not served a notice under either paragraph 7.1(a) or paragraph 7.1(b) by the date which is [12] months from and including the date on which the relevant Building Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible.]

8. Termination if reinstatement not complete by expiry of rent suspension

8.1 If Building Damage by an Insured Risk [or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 7.1(b) of this Schedule)] occurs and the relevant parts of the Building have not been reinstated so as to make the Property fit for occupation and use and accessible by the date which is [three] years after the date on which that Building Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

- (a) such notice is served before the relevant parts of the Building have been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 15 or this 0.

9. Consequences of termination

9.1 If either party gives a notice to terminate this lease in accordance with this 0:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Building shall belong to the Landlord.

10. Landlord not obliged to reinstate other Lettable Units

10.1 Nothing in this 0 shall oblige the Landlord to reinstate any Lettable Unit (except the Property).

11. Tenant Damage

- 11.1 If any damage to or destruction of the Building by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the relevant parts of the Building but if the Landlord chooses to do so, the Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating.

12. Tenant to Insure for Employers Liability and Public Liability

The Tenant shall hold both Employers Liability Cover and Public Liability Cover for at least £5million

Executed as deed by PEACEHAVEN

.....

TOWN COUNCIL acting by:

.....

EXECUTED as a DEED by

.....

PAPACHINOS LIMITED acting

Director

By:

ANNEX A Property Plan

Annex B Tenants Undertaking

The Tenant hereby undertakes with the Landlord:

1. To provide good quality food and beverage with a commitment to high quality and making allowances for dietary and food allergies.
2. To provide good customer service
3. To ensure that staff have training opportunities
4. To take all reasonable steps to ensure that any future furnishings and furniture purchased in the café are not manufactured of primary plastic or other artificial materials and to supply all furniture, equipment including outdoor furniture etc.
5. To maintain the grease trap
6. Not to use the loft or the Plant Room for storage of any materials of any kind
7. To provide free WIFI for the use of Café users provided the cost to the Tenant is reasonable
8. To keep the disabled toilet open and available for use at all times when the café is open
9. To be responsible for:
 - (a) all internal cleaning and external cleaning of windows
 - (b) keeping the toilets stocked and clean and the waste bins emptied
 - (c) keeping the garden, courtyard and all external areas clean tidy and free of rubbish
 - (d) the day to day running of renewable technology (excluding the solar panels)
 - (e) to unlock all toilets and shutters at the beginning of the day and to lock the same at the end of the day
 - (f) to maintain the display screen
 - (g) to keep the Archaeology display and information point clean and tidy

The Tenant acknowledges that the following items belong to the Landlord

Extractor Fan

Kitchen hand was basin

Food prep sink

Double sink

BISCH hob

AEG cooker hood

Kitchen cupboards and worktops

Beko fridge

Electrolux freexer

Under counter freezer

All lighting and meterage

Timber security shutter

Pellet stove

DATED:

2022

GRANT FUNDING AGREEMENT

**Relating to the
Changing Places Fund**

between

LEWES DISTRICT COUNCIL

and

PEACEHAVEN TOWN COUNCIL

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THIS GRANT FUNDING AGREEMENT is dated 2022

PARTIES

- (1) **LEWES DISTRICT COUNCIL**, whose principal address is at Southover House, Southover Road, Lewes BN7 1AB (**Lead Council**).
- (2) **PEACEHAVEN TOWN COUNCIL**, whose principal address is at Meridian Centre Greenwich Way, Peacehaven BN10 8BB (**Recipient**).

BACKGROUND

- (A) The Department for Levelling Up, Housing and Communities (DLUHC) has agreed in principle that funding will be made available for projects within the scope of the Changing Places Fund as set out in a letter dated 24 March 2022 from DLUHC received by the Lead Council.
- (B) The Lead Council is acting as the Accountable Body in respect of the funding made available under the Changing Places Fund.
- (C) This Agreement sets out the terms and conditions on which the Grant Funding is made available by the Lead Council to the Recipient.
- (D) These terms and conditions are intended to ensure that the Grant Funding is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

Accountable Body	the body which has applied for, and been successful in their bid for, the Changing Places Grant and through which the funding will flow from DLUHC to the Recipient, in this Agreement being the Lead Council.
Agreed Business Case	the application prepared by the Lead Council and agreed by the DLUHC as part of the process for the allocation of the Grant Funding including the subsequent project management update setting out details of the Project, scope, key assumptions, outputs, timeline, key milestones and risks and as detailed in the Changing Places Fund Grant Implementation Guidance.

Agreement	means this grant funding agreement including the appendices and schedules and any documents attached or incorporated by reference therein.
Applicable Threshold Value	the threshold in relation to the Estimated Contract Value as set out or prescribed in legislation for the Procurement Regulations from time to time.
Beneficiary	a person or organisation who benefits or is intended to benefit from the Project.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Changing Places Fund Implementation Guidance	means the HM Government Changing Place Fund Implementation Guidance Version 1, issued March 2022 and any replacement guidance issued from time to time which contains the terms and conditions under which the Grant Funding is being provided by DLUHC for the purposes of the Changing Places Fund to the Lead Council a copy of which is attached to this Agreement at Schedule 5.
Commencement Date	
Contract Procedure Rules	the Lead Council's Contract Procedure Rules forming Part 4 of its Constitution as published from time to time.
Data Protection Legislation	the UK Data Protection Legislation (and to the extent that the EU GDPR applies, the law of the any other European Union legislation or any

	member state of the European Union to which the Consultant is subject) relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
DLUHC	Department for Levelling Up, Housing and Communities formerly the Ministry of Housing, Communities and Local Government.
Eligible Expenditure	means the expenditure incurred by the Recipient during the Grant Period for the purposes of delivering the Project which complies in all respect with the terms set out in this Agreement, the Changing Places Grant Implementation Guidance and any terms required by DLUHC from time to time.
English Competition Requirement	means any statutory requirement which: (i) is in force and/or in effect and/or applies in England; and (ii) which regulates any Subsidy or other funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in England and/or the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries (as the case may be).
Estimated Contract Value	the estimated contract value calculated in accordance with the Procurement Regulations from time to time.

EU GDPR	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in European Union law.
Governing Body	the governing body of the Recipient including its directors or trustees.
Grant Determination Notification	the notification from DLUHC to the Lead Council which contains the terms and conditions under which the Grant Funding is being provided by DLUHC for the purposes of the Changing Places Fund to the Lead Council a copy of which is attached to this Agreement at Schedule 5.
Grant Funding	the total maximum sum of £45,000 (forty five thousand pounds) to be paid to the Recipient in accordance with this Agreement.
Grant Funding Period	the period for which the Grant Funding is awarded starting on the Commencement Date and ending on 31 March 2023.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software (including but not limited to website layout, graphics and coding), database rights, and all other intellectual property rights, all rights of confidence and Know-how however arising, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or

	forms of protection which subsist or will subsist now or in the future in any part of the world.
IPR Material	means all material produced by the Recipient or its directors, employees, officers, agents, professional advisors and consultants as the case may be in relation to the Project during the Grant Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, Know-how, system or process).
Know-how	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
Losses	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, common law, warranty, misrepresentation or otherwise and Loss will be interpreted accordingly.
Match Funding	means any contribution to the Project, or not, made by a third party to the Recipient, in relation to the Project and/or to meet the balance of the Eligible Expenditure not supported by the Grant Funding.
Monitoring Period	for a period of seven (7) years following the completion of the Project whichever is the greater period of time.
Monitoring Report	means a report monitoring and reporting on the Project and Project Deliverables, in a format required by the Lead Council, and submitted to the Lead Council (Monitoring

	Report) or such other report as may be determined by the Lead Council and cover such timeframe and contain such further information as may from time to time be required by the Lead Council or DLUHC.
Personal Data	shall have the same meaning as set out in the Data Protection Legislation.
Procurement Regulations	<p>(i) the Public Contracts Regulations 2015;</p> <p>(ii) the Utilities Contract Regulations 2006;</p> <p>(iii) the Concession Contract Regulations 2016,</p> <p>together with any other applicable legislation, procurement policy notes, guidance and/or codes of practice issued by the UK government or relevant government department in relation to such regulations.</p>
Prohibited Act	<p>(a) offering, giving or agreeing to give to any officer of the Lead Council or DLUHC any gift or consideration of any kind as an inducement or reward for:</p> <p>(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Lead Council or DLUHC; or</p> <p>(ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Lead Council or DLUHC;</p> <p>(b) entering into this Agreement or any other contract with the Lead Council or DLUHC where a commission has</p>

	<p>been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Lead Council or DLUHC;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Lead Council or DLUHC or</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Lead Council or DLUHC.</p>
Project	the project described in Schedule 1 (The Project).
Project Deliverables	the Project deliverables set out in Schedule 1 (The Project) against which the Recipients and/or Projects outcomes and progress will be measured.
Project Manager	the individual who has been nominated in writing to represent the Lead Council for the purposes of this Agreement from time to time. The first such representative is the person identified in clause 2.

Property	the property on which the Project will be located, being registered under title number EX32253 or any other replacement property identified by the Recipient and approved by the Funder and/or DLHUC as applicable
Quarter	A period of three consecutive months ending on 31 st March, 30 th June, 30 th September or 31 st December as appropriate.
Recipient Representative	the individual who has been nominated in writing to represent the Recipient for the purposes of this Agreement from time to time. The first such representative is the person identified in clause 2.
Subsidy	means (as the case may be): (i) a “subsidy” as defined in the TCA at Part 2 Title XI Chapter 3 Article 363 paragraph 1 b); (ii) any subsidy benefit or advantage (which includes but is not limited to assets, taxes, interest rates, funds and land) granted by or through a public sector body which is subject to any English Competition Requirement.
Subsidy Control Law	means (as the case may be): (i) the law relating to the TCA including the relevant treaties, laws, directives, decisions, regulations and court judgements; (ii) an English Competition Requirement.
TCA	means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland of the other part of the 30 December 2020 (“TCA”) and in particular Part 2 Title XI Chapter 3 Article 365 in relation to compensation granted to an

	economic actor that is assigned with a task in the public interest.
Third Party Agreement	<p>any agreement between Lead Council and a third party relating to the Grant Funding, the Project and/or this Agreement and of which:</p> <p>(a) is referred to in Schedule 5 (Third Party Agreements) (and a redacted copy of which has been provided to the Recipient before the date of this Agreement); or</p> <p>(b) the Lead Council notifies the Recipient in writing after the date of this Agreement enclosing a copy or relevant extracts; or</p> <p>(c) the Recipient is otherwise aware of or ought reasonably to have known about.</p>
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018 and all regulations made thereunder; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018
Working Days	a day other than a Saturday, Sunday or public holiday in England.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 This Agreement shall be binding on, and inure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Any reference to a party's **consent** or **approval** being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Unless this Agreement expressly provides otherwise, a reference to the Property or the Project is to the whole and any part of it.
- 1.14 Unless expressly provided otherwise, the obligations and liabilities of the persons forming a party under this Agreement are joint and several.
- 1.15 Unless this Agreement expressly provides otherwise, a reference to the Property or the Project is to the whole and any part of it
- 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.

2. CONTRACT MANAGEMENT

2.1 The Lead Council shall appoint a Project Manager who shall be the individual nominated to represent the Lead Council for the purposes of this Agreement from time to time. The first such representative is the person identified in the table below.

Lead Council	
Project Manager: (to be used for notices under clause 26 (Notices) unless alternative provided under that clause)	Name: Mark Langridge-Kemp Job Title: Head of Property and Asset Management Email: mark.langridge-kemp@lewes-eastbourne.gov.uk Telephone: 07900057102 Postal Address: as set out at the start of this Agreement

2.2 Each party that forms the Recipient shall appoint a Recipient Representative who shall be the individual nominated to represent the Recipient for the purposes of this Agreement from time to time. The first such representative is the person identified in the table below.

Recipient	
Recipient Representative: (to be used for notices under clause 26 (Notices) unless alternative provided under that clause)	Name: Sue Moscatelli Job Title: Events, Amenities & Projects Officer Email: projects@peacehaventowncouncil.gov.uk Telephone: Tel: 01273 585493 and Mobile: 07566 766794 Postal Address: as set out at the start of this Agreement

3. SPECIAL TERMS AND THIRD PARTY AGREEMENTS

3.1 The Recipient acknowledges that the Lead Council is required by DLUHC to provide assurance in relation to the due process and proper administration in relation to the use of the Grant Funding. The parties to this Agreement each undertake to work in an open and transparent manner with regard to the delivery of the Project and the use of the Grant Funding. The Recipient shall respond in a full and timely manner to any request for documents or information required by the Lead Council from time to time in order to effectively discharge its obligations to DLUHC and in its role as Accountable Body.

3.2 The terms set out in Schedule 4 (Special Terms) shall have full force and effect.

3.3 To enable the Lead Council to comply with its obligations pursuant to any Third Party Agreements in relation to the Grant Funding and/or the Project and/or any requirements pursuant to such agreement, in carrying out its obligations under this Agreement the Recipient shall (and shall procure that any third parties appointed by the Recipient shall) comply with and not cause or contribute to any breach by the Lead Council of any Third Party Agreement.

- 3.4 In the event that the Recipient is in breach of the obligations and/or requirements in clause 3.3 it shall:
- (a) to the extent that the Lead Council as a result of such breach has to indemnify a third party under any Third Party Agreements, indemnify and hold harmless the Lead Council for and in respect of all actions, claims, charges, demands, Losses and proceedings arising from or suffered or incurred by the Lead Council; and/or
 - (b) to the extent that the Lead Council as a result of such breach is liable to a third party under any Third Party Agreements (which shall for the avoidance of doubt include a liability to pay back any Grant Funding or payment that amounts to a Subsidy), be liable to the Lead Council and indemnify and hold harmless the Lead Council in respect of all actions, claims, charges, demands, Losses and proceedings arising from suffered or incurred by the Lead Council.
- 3.5 Except as otherwise expressly provided in this Agreement, the Recipient shall deliver the Project and the Project Activities upon the terms set out in the Changing Places Fund Grant Implementation Guidance.
- 3.6 Except as otherwise expressly provided in this Agreement, the Recipient shall assume and perform hereunder all the risks, obligations and liabilities of the Lead Council under the Changing Places Fund Grant Implementation Guidance insofar as they relate to the delivery of the Project and the Project Deliverables.
- 3.7 As the same shall fall due from time to time the Recipient shall immediately commence and shall each regularly and diligently proceed with, carry out and perform each of its obligations under this Agreement and as appropriate to enable the Lead Council to comply with the terms set out in the Grant Determination Notification and Changing Places Fund Grant Implementation Guidance.

4. PURPOSE OF GRANT FUNDING

- 4.1 The Recipient shall use the Grant Funding only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant Funding shall not be used for any other purpose without the prior written agreement of the Lead Council.
- 4.2 The Recipient shall submit the design proposals for the Project to the Lead Council within 28 days of request, unless the design proposals are prepared by Rise Adaptations LTD (company number 12769163).. The Lead Council shall, within 28 days of receipt of the design proposals not prepared by Rise Adaptations LTD (company number 12769163), liaise with the support officers in line with the requirements detailed in the Changing Places Fund Grant Implementation Guidance. The Recipient acknowledges that the Lead Council will either approve or reject the design proposals once they have had a response approving or rejecting the design from DLUHC.
- 4.3 The Recipient shall not make any changes to the Project, including the design proposals agreed by DLUHC and the Lead Council (if applicable) pursuant to clause 4.2 above without the Lead Council's prior written agreement which shall necessitate the completion and submission of a Change Request Form to DLUHC. Where consent is given by DLUHC to a change the parties

shall enter into a deed of variation to document the change together with any other changes to this Agreement that the parties shall agree as reasonable and necessary to implement the change.

- 4.4 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Lead Council in advance of its intention to do so and, where such funding is obtained, it will provide the Lead Council with details of the amount, source and purpose of that funding if requested by the Lead Council. The Lead Council shall, if required, following consultation with the DLUHC confirm whether the Lead Council and the DLUHC are agreeable to the Recipient accepting the Match Funding.
- 4.5 If the Lead Council does not agree to the use of Match Funding or is advised by the DLUHC that the DLUHC is not agreeable to the use of Match Funding, the Lead Council shall be entitled to terminate this Agreement in accordance with clause 23.2 and where the Lead Council shall decide applicable, require all or part of the Grant Funding to be repaid. If the Recipient receives funding from a third party which in the opinion of the Lead Council or the DLUHC undertakes activities that are likely to bring the reputation of the Levelling Up Fund, the Project, the Project Deliverables, the Lead Council or the DLUHC into disrepute the Lead Council shall be entitled to terminate this Agreement in accordance with clause 23.2 and where the Lead Council shall decide applicable require all or part of the Grant Funding to be repaid.
- 4.6 The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Lead Council is funding in full under this Agreement.

5. PAYMENT OF GRANT FUNDING

- 5.1 Subject to clause 14, the Lead Council shall pay the Grant Funding to the Recipient in accordance with Schedule 2 (Payment Schedule) within 28 days of successful registration of the Project with the Changing Places UK Consortium, subject to the necessary funds being available when payment falls due.
- 5.2 The Recipient agrees and accepts that payments of the Grant Funding are subject to the terms of the Changing Places Fund Grant Implementation Guidance and can only be made on successful registration of the Project as a Changing Places Toilet with The Changing Places UK Consortium.
- 5.3 The payment of Grant Funding is subject to the Recipient agreeing to full transparency open book working and a duty of good faith regarding all matters relating to the Project, the Recipient and this Agreement.
- 5.4 No Grant Funding shall be paid unless and until the Lead Council is satisfied that such payment has been used for proper expenditure in the delivery of the Project.
- 5.5 The amount of the Grant Funding shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

- 5.6 The Recipient agrees and accepts that the amount of the Grant Funding may be reduced at any time by DLHUC in accordance with the Changing Places Fund Grant Implementation Guidance.
- 5.7 The Recipient shall promptly repay to the Lead Council any money incorrectly paid to it either as a result of an administrative error or otherwise and as may be more particularly set out in Schedule 2 (Payment Schedule) of this Agreement. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant Funding monies have been paid in error before all conditions attaching to the Grant Funding have been complied with by the Recipient and where payment of the Grant Funding or operation of the Project is not compliant with Subsidy Control Law. Any sum, which falls due under this clause 5.6 shall fall due immediately. If the Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 5.8 If at any time the Recipient has reason to believe that the costs for full delivery of the Project will be less than the amount set out in Schedule 2 (Payment Schedule), the Recipient will notify the Lead Council (and in any event within 20 Working Days of it having that belief). The Lead Council, in consultation with the DLUHC will determine how any underspend will be dealt with including withholding such sums from the Grant Funding.
- 5.1 The Recipient shall not, without the prior written consent of DLUHC and the Lead Council, transfer any part of the Grant Funding to bank accounts which are not ordinary business accounts within the UK clearing bank system.

6. USE OF GRANT FUNDING

- 6.1 The Grant Funding shall be used by the Recipient for the delivery of the Project in accordance with the Agreed Business Case and terms set out in Schedule 2 (Payment Schedule).
- 6.2 Where the Recipient has obtained Match Funding in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the Recipient shall notify the Lead Council of the amount of such funding together with a clear description of what that funding shall be used for.
- 6.3 The Recipient shall not use the Grant Funding to:
- (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Lead Council.

- 6.4 The Recipient shall not spend any part of the Grant Funding on the delivery of the Project after the Grant Funding Period.

- 6.5 Should any part of the Grant Funding remain unspent at the end of the Grant Funding Period, the Recipient shall ensure that any unspent monies are returned to the Lead Council promptly and in any event within 14 Working Days of the end of the Grant Funding Period.
- 6.6 Should the Project cease to remain in use and be publicly accessible for the lifetime of the asset the Recipient shall notify the Lead Council within 28 days and shall pay the entire sum of the Grant Funding back to the Lead Council within 6 months of the cessation of use or the cessation of public accessibility.
- 6.7 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant Funding or other resources of the Recipient. There will be no additional funding available from the Lead Council for this purpose.

7. ACCOUNTS AND RECORDS

- 7.1 The Grant Funding shall be shown in the Recipient 's accounts as a restricted fund and shall not be included under general funds.
- 7.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant Funding monies received by it.
- 7.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant Funding for a period of at least seven years following receipt of any Grant Funding monies to which they relate. The Lead Council shall have the right to review, at the Lead Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant Funding and shall have the right to take copies of such accounts and records.
- 7.4 The Recipient shall if requested provide the Lead Council with a copy of its annual accounts within six months (or such lesser period as the Lead Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant Funding is paid.
- 7.5 The Recipient shall comply and facilitate the Lead Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to the Lead Council and DLUHC.

8. MONITORING AND REPORTING

- 8.1 The Recipient shall closely monitor the delivery and outcomes of the Project throughout the Grant Funding Period and the Monitoring Period to ensure that the aims and objectives of the Changing Places Fund and the Project are being met, the Deliverables are being achieved and that this Agreement is being adhered to.
- 8.2 The Recipient shall provide the Lead Council with a completed Monitoring Report which shall include a financial report and an operational report on its use of the Grant Funding and delivery of

the Project if requested by the Lead Council. The Recipient shall provide the Lead Council with each report in a timely manner and, on request of the Lead Council each report shall be provided by a specific date, to enable the Lead Council to meet the requirements of the Grant Determination Notification and the Changing Places Fund Grant Implementation Guidance.

- 8.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 8.4 Along with every Monitoring Report, if required by DLUHC and requested by the Lead Council, the Recipient shall provide the Lead Council with a risk register and insurance review in the format provided by the Lead Council. The Recipient shall address the health and safety of its staff in the risk register.
- 8.5 The Recipient shall on request provide the Lead Council with such further information, explanations and documents as the Lead Council may reasonably require in order for it to establish that the Grant Funding has been used properly in accordance with this Agreement.
- 8.6 The Recipient shall permit any person authorised by the Lead Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient 's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 8.7 The Recipient shall permit any person authorised by the Lead Council for the purpose to visit the Recipient to monitor the delivery of the Project. Where, in its reasonable opinion, the Lead Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 8.8 The Recipient shall provide the Lead Council with a final report on completion of the Grant Funding Period and, if requested by DLUHC, the Monitoring Period which shall confirm whether the Project has been successfully and properly completed.
- 8.9 The Recipient acknowledges that the Lead Council may be required to provide evaluation and monitoring reports to DLUHC in respect of the Project and the Recipient agrees to use reasonable endeavours to assist the Lead Council in the delivery of such reports. In particular the Recipient will assist the Lead Council in complying with any requirements of DLUHC set out in the Grant Determination Notification and the Changing Places Fund Grant Implementation Guidance as amended by DLUHC from time to time.

9. ACKNOWLEDGMENT AND PUBLICITY

- 9.1 The Recipient shall acknowledge the Grant Funding in its annual report and accounts, including an acknowledgement of both the Lead Council and DLUHC as the source of the Grant Funding.
- 9.2 The Recipient is required to display a plaque on the completed Project including the Changing Places Toilet, Department for Levelling Up Housing and Communities and Muscular Dystrophy UK

logos and branding. Plaques should be displayed in a prominent external location at the facility. Plaques may also include the logo/branding of any other parties involved in the funding or location of the Project.

- 9.3 Not used
- 9.4 In using the Lead Council's and/or DLUHC's and/or Muscular Dystrophy UK's and/or Changing Places name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Lead Council and/or DLUHC from time to time.
- 9.5 The Recipient agrees to (and shall use all reasonable endeavours to ensure each Beneficiary agrees to) participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Lead Council and/or DLUHC and/or Muscular Dystrophy UK's and/or Changing Places.
- 9.6 The Lead Council and/or DLUHC may acknowledge the Recipient's involvement in the Project as appropriate without prior notice to the Recipient.
- 9.7 The Recipient shall comply with all reasonable requests from the Lead Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Lead Council in its promotional and fundraising activities relating to the Project.
- 9.8 The Recipient shall provide reasonable assistance to enable the Lead Council to comply with its obligations pursuant to any Levelling Up Fund Branding and Communication Guidance issued by DLUHC in relation to the Grant Funding and/or the Project, and in carrying out its obligations under this Agreement the Recipient shall (and shall procure that any third parties appointed by the Recipient shall) comply with and not cause or contribute to any breach by the Lead Council of the DLUHC guidance.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Lead Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-how and any other Intellectual Property Rights whatsoever owned by either the Lead Council or the Recipient before the Commencement Date or developed by either party during the Grant Funding Period, shall remain the property of that party.
- 10.2 Where the DLUHC and/or the Lead Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the DLUHC and/or the Lead Council.
- 10.3 The Recipient grants to each of the Lead Council and/or the DLUHC a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use, copy and reproduce all the IPR Material for the purpose of supporting the Project and the Recipient will sign and enter into such further

deeds or documents as may be required by the Lead Council and/or DLUHC to secure such licence to use, copy and reproduce the IPR Material.

11. CONFIDENTIALITY

- 11.1 Except to the extent set out in this clause 11 and subject to clause 12 (Freedom of Information), each party keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 11.2 The Recipient gives its consent for each of the Lead Council and DLUHC to publish this Agreement in any medium in its entirety, (but with any information which is Confidential Information belonging to the Lead Council or the Recipient redacted) including from time to time agreed changes to this Agreement.
- 11.3 Nothing in this clause 11 shall prevent the Lead Council disclosing any Intellectual Property Rights, Know-how or other business, technical or commercial information:
- (a) to DLUHC pursuant to the terms of this Agreement and the Changing Places Fund Grant Implementation Guidance or the Grant Determination Notification;
 - (b) for the purpose of the examination and certification of the Lead Council's or DLUHC's accounts and any audit of those accounts;
 - (c) where disclosure is required by law;
 - (d) which at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (e) which is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (f) which is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
- 11.4 Notwithstanding any other provision in this Agreement, data may be shared with other enforcement agencies for the prevention and detection of crime.

12. FREEDOM OF INFORMATION

- 12.1 The Recipient acknowledges that the Lead Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**).
- 12.2 The Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Lead Council to enable the Lead Council to comply with its obligations under the FOIA and EIR;
- (b) transfer to the Lead Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Lead Council with a copy of all information belonging to the Lead Council requested in the request for information which is in its possession or control in the form that the Lead Council requires within 5 Working Days (or such other period as the Lead Council may reasonably specify) of the Lead Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Lead Council.

12.3 The Recipient acknowledges that the Lead Council may be required under the FOIA and EIR to disclose information without consulting or obtaining consent from the Recipient. The Lead Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Lead Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.

13. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

14. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT FUNDING

14.1 The Lead Council's intention is that the Grant Funding will be paid to the Recipient in full. However, without prejudice to the Lead Council's other rights and remedies, the Lead Council may at its discretion withhold or suspend payment of the Grant Funding and/or require repayment of all or part of the Grant Funding if:

- (a) the Recipient uses the Grant Funding for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide the Lead Council with a reasonable explanation for the delay or fails to agree a new date on which the Project shall start with the Lead Council and approved by DLUHC;
- (c) the Recipient fails to draw down the Grant Funding in accordance with the timescales and process set out in Schedule 2 (Payment Schedule) of this Agreement;
- (d) the Lead Council considers that the Recipient has not made satisfactory progress with the delivery of the Project including its fulfilment of the Project Deliverables;
- (e) the Recipient fails to achieve any of the contractual outputs set out in Schedule 1 of this Agreement or in the Agreed Business Case which is material in the opinion of the Lead Council and/or DLUHC;

- (f) the Recipient is, in the reasonable opinion of the Lead Council, delivering the Project in a negligent manner;
- (g) the Recipient obtains duplicate funding from a third party for the Project;
- (h) the Recipient fails to declare any Match Funding it intends to apply for or has received in accordance with clause 4.3;
- (i) the Recipient receives funding from a third party which in the opinion of the Lead Council or the DLUHC undertakes activities that are likely to bring the reputation of the Levelling Up Fund, the Project, the Project Deliverables, the Lead Council or the DLUHC into disrepute;
- (j) the Recipient provides the Lead Council with any materially misleading or inaccurate information;
- (k) the Recipient commits or committed a Prohibited Act;
- (l) any representative of the Recipient, including a member of the governing body, officer, employee, volunteer or sub-contractor of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Lead Council, bring or are likely to bring the Lead Council's name or reputation into disrepute;
- (m) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (n) the Recipient causes the Lead Council to be in breach of a Third Party Agreement;
- (o) the Project is deemed to be in breach of the Procurement Regulations and/or Subsidy Control Law;
- (p) at any time the Lead Council reasonably considers that the Recipient has used the Grant Funding inappropriately and not in accordance with the aims and objectives of the Project and/or in compliance with the provisions in this deed;
- (q) the DLUHC notifies the Lead Council or the Recipient that the Project does not fall within the DLUHC's objectives;
- (r) the DLUHC is disbanded and/or the Grant Funding is cancelled, the DLUHC withholds or withdraws Grant Funding or the Lead Council reasonably believes such funding will be withheld or withdrawn;
- (s) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (t) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
- (u) the Project ceases to remain in use and be publicly accessible for the lifetime of the asset.

14.2 Where the Lead Council, determines that an event contained in clause 14.1 has or may have occurred, the Lead Council, shall notify the Recipient to that effect in writing, setting out any

relevant details, of the failure to comply with this Agreement or pertaining to the event, and details of any action that the Lead Council, intends to take or has taken.

- 14.3 The Lead Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient may be due to receive grant funding and/or provides goods or services to the Lead Council.
- 14.4 Without prejudice to the generality of this clause 14, where the Lead Council is entitled to withhold or suspend payment of the Grant Funding and/or require repayment of all or part of the Grant Funding under this Agreement, it may at its discretion withhold or suspend payment of the grant funding and/or require repayment of all or part of grant funding which may be due or become due under any other agreement between the Recipient and the Lead Council.
- 14.5 The Recipient shall make any payments due to the Lead Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 14.6 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Lead Council as soon as possible so that, if possible, and without creating any legal obligation, the Lead Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Lead Council and the Grant Funding monies.
- 14.7 Where the Recipient is required to repay any sum or sums of Grant Funding to the Lead Council by a specified reasonable date notified to it in writing and fails to do so interest on the outstanding sum will accrue after that deadline at the statutory rate of interest under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 or any other rate required by law in the circumstances if it is higher.
- 14.8 The Lead Council shall not incur any liability to the Recipient by acting in accordance with this clause 14.

15. **ANTI-DISCRIMINATION AND EQUALITIES PLAN**

- 15.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or in the access to and use of the facilities to be provided by the Project.
- 15.2 The Recipient shall take all reasonable steps to secure the observance of clause 15.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.
- 15.3 The Recipient understands and acknowledges that the Lead Council has a duty to promote equality under the Equality Act 2010 (“the **Public Sector Equality Duty**”). The Public Sector Equality Duty obligates the Lead Council to consider the ways in which its decisions impact on “protected

groups”, as defined in the Equality Act 2010. The Lead Council must also demonstrate its due regard to the three aims of the Public Sector Equality Duty which are to:

- Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act
- Advance equality of opportunity between people who share a protected characteristic and people who do not share it
- Foster good relations between people who share a protected characteristic and people who do not share it

- 15.4 The Recipient shall take all reasonable steps to ensure that all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project also understand and acknowledge the Lead Council’s Public Sector Equality Duty.
- 15.5 The Recipient shall produce a Diversity and Equality Delivery Plan, if requested by the Lead Council, that is relevant to the Project and submit it for the approval of the Lead Council within 3 months of request. Where there are specific requirements in relation to the Diversity and Equality Delivery Plan they shall be set out in Schedule 4 (Special Terms).
- 15.6 The Lead Council will review the Diversity and Equality Delivery Plan as soon as reasonably possible and may reject such Plan if, acting reasonably, it considers the Diversity and Equality Delivery Plan is inadequate.
- 15.7 If the Lead Council rejects the Diversity and Equality Delivery Plan, it shall give reasons for its decision and the Recipient shall take those reasons into account in the preparation of a revised Diversity and Equality Delivery Plan. The Recipient shall submit the revised Diversity and Equality Delivery Plan to the Lead Council for review within 10 Working Days (or such other period as the Lead Council may agree) of the Lead Council’s notice rejecting the first draft.
- 15.8 If the Lead Council approves the Diversity and Equality Delivery Plan, the Recipient shall implement it according to its terms and the Recipient shall formally review, revise and re-submit its Diversity and Equality Delivery Plan on each anniversary of the Commencement Date during the Grant Funding Period.

16. HUMAN RIGHTS

- 16.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 16.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Lead Council requests so as to enable the Lead Council to comply with its obligations under the Human Rights Act 1998.

17. NOT USED

18. NOT USED

19. LIMITATION OF LIABILITY

- 19.1 The Lead Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the Project Deliverables, the use of the Grant Funding or from withdrawal of the Grant Funding.
- 19.2 The Recipient shall indemnify and hold harmless the Lead Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, Losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project or Project Deliverables, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 19.3 Subject to clause 19.1 and clause 19.4, the Lead Council's liability under this Agreement is limited to the payment of the Grant Funding.
- 19.4 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other liability for which may not be limited under any applicable law.

20. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant Funding);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Lead Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient and/or relating to the Project which has been disclosed to the Lead Council is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant Funding;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Lead Council or any of the Lead Council's advisers, which might reasonably have influenced the decision of the Lead Council to make the Grant Funding on the terms contained in this Agreement;
- (j) since the date of its last accounts there has been no material change in its financial position or prospects;
- (k) the Recipient has taken all necessary actions and has all requisite power and authority to carry out the Project on the Property; and
- (l) in relation to the Property, the Recipient has observed and performed in all material respects all covenants, restrictions, stipulations and other encumbrances including compliance with all restrictive covenants in relevant tiles, including by not limited to title number ESX32253, to ensure that it can deliver the Project in accordance with the terms contained in this Agreement.

21. **INSURANCE**

- 21.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**). The Recipient shall (on request) supply to the Lead Council a copy of such insurance policies and evidence that the relevant premiums have been paid.
- 21.2 The Recipient agrees that in any commissioned contract between itself and a contractor funded by the Grant Funding it shall ensure that any contractor is required to provide insurance cover as set out in this clause 21 unless otherwise agreed with the Lead Council.

22. **DURATION**

- 22.1 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until the expiry of the Grant Funding Period or earlier termination of this Agreement in accordance with its terms.
- 22.2 Any provision of this Agreement or obligation that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

23. TERMINATION

- 23.1 The Lead Council may terminate this Agreement and any Grant Funding payments on giving the Recipient one months' written notice at any time should it be required to do so by financial restraints or for any other reason.
- 23.2 If any event contained in clause 14.1 has occurred or any other event under this Agreement that provides a right to terminate and the Lead Council wishes to terminate this Agreement, it may do so by serving a written notice of termination on the Recipient (with a copy to the DLUHC) (a "**Termination Notice**").
- 23.3 A Termination Notice shall specify the event or events that have occurred giving the right to terminate and the date that the termination will take effect.
- 23.4 Upon termination of this deed pursuant to clause 23.2, the Lead Council may terminate any Grant Funding payments due to the Recipient and may where the Lead Council shall decide applicable, require all or part of the Grant Funding to be repaid.

24. ASSIGNMENT

The Recipient may not, without the prior written consent of the Lead Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant Funding.

25. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

26. NOTICES

- 26.1 Any notice or other communication given to a party under or in connection with, shall be:
- (a) in writing;
 - (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or email; and
 - (c) sent to:
 - (i) **the Lead Council at:** Eastbourne Town Hall, Grove Road, Eastbourne BN21 4UG.
Email: property@lewes-eastbourne.gov.uk
 - (i) **the Recipient at:** Peacehaven Town Council, Meridian Centre, Meridian Way, Peacehaven, East Sussex. BN10 8BB
Email: projects@peacehaventowncouncil.gov.uk

- 26.2 or to any other address as is notified in writing by one party to the other from time to time.
- 26.3 Any notice or other communication that the Lead Council gives to the Recipient under or in connection with, this agreement shall be deemed to have been received:
- (a) if delivered by hand, at the time it is left at the relevant address; and
 - (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Working Day after posting; and
 - (c) if sent by e-mail on transmission (provided no error message is received.).
- 26.4 A notice or other communication given as described in clause 22.3 on a day that is not a Working Day, or after normal business hours (which are between 9.00am and 5.00pm), in the place it is received, shall be deemed to have been received on the next Working Day.
- 26.5 Any notice or other communication given to the Lead Council shall be deemed to have been received only on actual receipt.
- 26.6 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings and service of documents will not be accepted by email in relation to such matters.

27. DISPUTE RESOLUTION

- 27.1 In the event of any complaint or dispute (which does not relate to the Lead Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Lead Council from time to time.
- 27.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Lead Council and the Chief Executive (or equivalent) of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Lead Council and the Recipient.
- 27.3 In the absence of agreement under clause 27.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

28. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Lead Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

29. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient 's obligations and liabilities arising under this Agreement.

30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

32. ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant Funding and supersedes any previous agreement or understanding between them in relation to such subject matter.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT.

EXECUTED by affixing the Common
Seal of **LEWES DISTRICT COUNCIL**
in the presence of:-

.....
Authorised Signatory

.....
Print Name

.....
Print Job Title

EXECUTED as a Deed by
PEACEHAVEN TOWN COUNCIL
acting by the Proper Officer,
in the presence of:-

.....
Signature of Proper Officer

.....
Signature of Councillor

.....
Print Name

.....
Print Name

.....
Signature of Councillor

.....
Print Name

Schedule 1 The Project

THE PROJECT

The installation of a Changing Places Toilet at Centenary Park, Piddinghoe Avenue, Peacehaven, East Sussex, BN10 8RJ which is located in the Peacehaven Constituency.

Centenary Park is a popular destination park, for socialising, health and well-being, sports, recreation, dog walking. Extensive and varied play areas, café, football pitches, skate park, football club and The Hub building. Location for local events.

The rationale for choosing this venue/location is due to the fact that this is a hugely popular recreational location both with local people but also as a destination for outside visitors. There is a good provision of disabled parking and much of the park is accessible due to being fairly flat and with surfaced pathways.

Centenary Park is often visited by accessibility groups, special needs schools and by visitors with a variety of needs. There is a disabled toilet but no changing facility, so anyone with incontinence needs must be cared for inappropriately and with a lack of dignity (such as laying on the floor or being changed outdoors), or visits have to be short and needs addressed elsewhere. Peacehaven Town is working to improve its inclusivity offer. An inclusive swing was recently installed at Centenary Park and further equipment is being discussed for the future. An accessible footway is also being provided to further improve wheelchair access to link with the local footway network and disabled parking areas.

A changing places facility would complement these investments and support so many people from the immediate area and further afield. It would be a wonderful addition to complement the current facilities and also enhancements that are planned for the future. From a strategic / location point of view, there are no such facilities for a number of miles in each direction so this would really be an ideal location. The park is also accessible to the strategic and busy A259. Emergency and unexpected pass by needs could therefore also be readily accommodated.

PROJECT DELIVERABLES

One completed Changing Places Toilet / Facility which is registered with the Changing Places UK Consortium and complies with the terms of this Agreement.

Schedule 2 - Payment Schedule

1. The Grant Funding represents the total aggregate amount that the Lead Council will pay the Recipient under this Agreement.
2. All Grant Funding shall be claimed in arrears within 28 days of successful registration of the Project with the Changing Places UK Consortium unless by prior written agreement with the Lead Council.
3. Subject to the terms of this Agreement, the Lead Council shall pay the Grant Funding to the Recipient in pound sterling (GBP) and into a bank located in the UK by instalments for each Instalment Period set out and in accordance with the Grant Payment Profile.
4. The Lead Council will only pay the Grant Funding to the Recipient in respect of Eligible Expenditure.
5. Payments of Grant Funding will not be made for work that has not been carried out in the relevant financial year unless such variation has been agreed with DLUHC and the Lead Council and incorporated into this Agreement under the provisions in clause 4.2.
6. Notwithstanding any other term or condition in this Agreement unless the Lead Council shall determine otherwise no payment of the Grant Funding shall be paid unless:
 - 6.1 the Recipient has submitted a Claim Form for that instalment confirming the Eligible Expenditure which has been incurred and the Lead Council has confirmed its approval of that Claim Form;
 - 6.2 the Recipient has submitted a Monitoring Report, if requested, for the month or months for which the Claim Form relates;
 - 6.3 the Recipient has submitted full details and supporting evidence of all procurement in relation to the Project (in the format required by the Lead Council) which shall be updated as necessary if requested by the Lead Council;
 - 6.4 the Lead Council is satisfied with the progress of delivery of the Project and that the Project Deliverables and the outputs and outcomes described in Schedule 1(The Project) have been delivered or are in the course of being delivered without any material delay and will be delivered in full by the end of the Grant Period;
 - 6.5 the Eligible Expenditure was all incurred during the Grant Period; and
 - 6.6 there is no breach by the Recipient of the terms and conditions of this Agreement.
7. The Recipient will on demand which may be made by the Lead Council at any time provide the Lead Council with evidence of the costs payments, which are classified as Eligible Expenditure, which may include (but are not limited to) receipts and invoices and/or any other documentary evidence as may from time to time be specified by the Lead Council or which may be required by the DLUHC.

TOTAL PROJECT BUDGET

Total budget is £45,000 as per submission to Changing Places Fund in June 2021.

Schedule 3 Claim Form

Lewes Changing Places Fund
Claim Form for Grant Payments

□ Section 1. Project and Claim Details

□ 1.1. Project details

Programme / Project Title	Changing Places Toilet / Facility – Centenary Park, Peacehaven
Funding Recipient Organisation	PEACEHAVEN TOWN COUNCIL, whose principal address is at Meridian Centre Greenwich Way, Peacehaven BN10 8BB
Project sponsor / lead contact	
Address Postcode Email Telephone	Email: Telephone:

□ 1.2. Funding details

Date of Funding Agreement	TBC
Project Start Date	
Project End Date	
Maximum amount of grant / loan approved	£45,000
Total expected project cost	£
Total grant / loan received to date	Nil

□ Section 2. Claim Details

To claim your total grant funding please fill out the table below.

For each activity please record what you have actually spent.

- Please include invoices or other evidence for each item that you are claiming for.
- Please include evidence of the procurement exercise you have undertaken, establishing how you have obtained best value.

Should your actual spend be lower than the amount you were awarded to complete the Project then we may need to make a reduction on your payment to reflect this, if required by DLUHC.

Project activity	Professional services, activities, equipment etc paid for (describe briefly)	Supplier / Contractor used (if applicable)	Actual spend(£)
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Section 3. Invoices

Please attach your invoices to support each of the items claimed in section 2. Your claim will only be paid where they are supported by invoices. Please attach all invoices associated with the costs claimed above.

Section 4. Declaration

I believe the above information to be accurate. I claim the Grant Funding amount of £45,000 t. I certify that the schedules and scope of the works undertaken accurately reflects reimbursement of costs incurred in delivery of the agreed project.	
Name	
Signature	
Date	
Position	
Telephone	
Email	

Please return the completed report to: Mark Langridge-Kemp

For any queries, please contact: Mark Langridge-Kemp, mark.langridge-kemp@lewes-eastbourne.gov.uk

Town Hall, Grove Road, Eastbourne BN21 4UG

Section 5. To be completed by Lewes District Council

Changes to project satisfactorily explained (where necessary).	<input type="checkbox"/>
Have all sections of the claim form been completed?	<input type="checkbox"/>
To be completed by the Project Manager:	
I certify that where grant/loan has been claimed that the project is progressing to my satisfaction and to agreed timescales/has been completed satisfactorily, and this claim is in order for payment.	
Signed:	
Name in block letters:	MARK LANGRIDGE-KEMP
Date:	

To be completed by Lewes District Council Finance: I certify that the costs of this claim are fair and the supporting documentation is sufficient to evidence the grant/loan amount being claimed.	
Signed:	
Name in block letters:	
Date:	

To be completed by section 151 officer or authorised representative: As, or on behalf of, the Chief Financial Officer for Eastbourne Borough Council, based on the assurances provided above, I certify that the Project is progressing to my satisfaction/has been completed satisfactorily, and this claim is in order for payment.	
Signed:	
Name in block letters:	
Date:	

Schedule 4 Special Terms

1. Purpose of Grant Funding

The Recipient acknowledges that the Grant Funding is for, and shall only be used to fund, capital expenditure (as shall be as defined from time to time by the Chartered Institute of Public Finance and Accountancy) and that no part of the Grant Funding shall be used to meet revenue expenditure (being any expenditure that is not capital expenditure).

2. Tax and VAT

2.1 If all or part of the Grant Funding is deemed to attract VAT or other tax then:

- (a) such instalments of the Grant Funding already paid to the Recipient shall be deemed to include such taxable amounts and no additional payment shall be due from DLUHC or the Lead Council in respect of such instalments;
- (b) DLUHC or the Lead Council may require the Recipient to repay all instalments of the Grant Funding already paid to it; and
- (c) DLUHC or the Lead Council may immediately withhold all future instalments of the Grant Funding pending clarification of the VAT or other tax position and any revised affordability considerations relating to the Project in light of the application of any such tax.

3. UK Subsidy Control Regime

3.1 The Recipient acknowledges that the DLUHC, and the Lead Council are required to ensure that the Grant Funding is compliant with Subsidy Control Law. As a recipient of the Grant Funding, the Recipient shall be responsible for undertaking its own assessment of the Subsidy Control Law in relation to the Project prior to accepting the Grant Funding and confirms by entering into this Agreement that the Grant Funding hereunder will not be a breach of Subsidy Control Law and shall produce for the review of the Lead Council any supporting documentation and evidence reasonably required to support that position.

3.2 The Recipient shall indemnify and keep indemnified the Lead Council in respect of any liability suffered by the Accountable Body or DLUHC, together with any interest which the Accountable Body or DLUHC is obligated to recover from the Recipient, in respect of any breach of Subsidy Control Laws by the Recipient in respect of the Grant Funding and the Project.

4. Procurement

4.1 The Recipient acknowledges that the Lead Council and DLUHC are subject to the Procurement Regulations. The Recipient shall, when using the Grant Funding to select and contract with any third party:

- (a) if it is subject to the Procurement Regulations, comply with the Procurement Regulations;

(b) if it is not subject to the Procurement Regulations it shall adopt the principles and procedures set out in the Lead Council's Contract Procedure Rules unless otherwise agreed in writing by the Lead Council. In such circumstances the Recipient shall adopt one of the procedures set out in the Contract Procedure Rules that is for procurements not fully regulated by the Procurement Regulations because it is below the Applicable Threshold Value. The most appropriate procedure shall be adopted by reference to the Estimated Contract Value. Where the Estimated Contract Value would be above the Applicable Threshold Value, the procedure chosen shall be by reference to an Estimated Contract Value taken as £1 (one GBP) below the Applicable Threshold Value.

4.2 The Recipient shall produce for the review of the Lead Council any supporting documentation and evidence promptly when required to demonstrate compliance with this paragraph 4 (Procurement) and to enable the Lead Council to comply with any reporting requirements pursuant to the Changing Places Fund Grant Implementation Guidance.

5. Enforceability of Covenants Relating to Land

5.1 Within five (5) Working Days of receiving a written request from the Lead Council, the Recipient shall enter into, or shall procure the entry into by the relevant party or parties, a deed of covenant with the Lead Council in the form set out below, or any other form required by the Lead Council, so as to ensure the enforceability of certain covenants relating to land on which the Project is carried out.

5.2 The Recipient shall use its best endeavours to assist with the procurement and preparation of a compliant plan for registration of the deed of covenant pursuant to paragraph 5.1 above, any such plan shall be in a format required by the Lead Council or the Land Registry as appropriate.

Dated _____ **2022**

Lewes District Council (1)

and

PEACEHAVEN TOWN COUNCIL] (2)

DEED OF COVENANT

Relating to: the Changing Places Toilet(s) at Centenary Park

ADMINISTRATIVE AREA : East Sussex : Lewes
TITLE NUMBER : ESX32253
PROPERTY : Land lying to the north east of Piddinghoe Avenue, Peacehaven.

DEED OF COVENANT

DATE: 2022

PARTIES:

- (1) Lewes District Council c/o of Town Hall, Grove Road, Eastbourne BN21 4UG (**Council**)
- (2) Peacehaven Town Council, whose principal address is at Meridian Centre Greenwich Way, Peacehaven BN10 8BB (**Covenantor**)

DEFINITIONS

1 DEFINITIONS

Agreed Business Case	the “Agreed Business Case” as defined in the Grant Funding Agreement.
Covenants and Covenant	means the covenants, obligations stipulations and restrictions set out in Schedule 1 (Covenants) of this deed.
Grant Funding	the “Grant Funding” as defined in the Grant Funding Agreement.
Grant Funding Agreement	The agreement between the Council and Peacehaven Town Council dated November 2022 or abouts the date of this deed.
Project	the “Project” as defined in the Grant Funding Agreement.
Property	Means land lying to the north east of Piddinghoe Avenue, Peacehaven under title number ESX32253 on which the Project is to be carried out.

2 INTERPRETATION

- 2.1 If a party is more than one person then their rights and obligations are joint and individual.

3 PURPOSE

- 3.1 At the time this deed is executed the Covenantor has an interest in the Property as freehold owner.
- 3.2 The Council and the Covenantor acknowledge and agree that this deed:
- 3.2.1 is executed for the purpose of securing the carrying out of works on land in the Council's area in which Covenantor has an interest, and/or
- 3.2.2 is executed for the purpose of regulating the use of or is otherwise connected with the land in or outside the Council's area in which the Covenantor has an interest, and which is neither executed for the purpose of facilitating or connected with the development of the land in question.
- 3.3 The Covenants are ones to which section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies.

4 COVENANTS

- 4.1 The Covenantor for itself and its successors in title hereby covenant with the Council pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982 with the intent of binding the Property and each and every part of it that the Covenantor and the persons deriving title under it will at all times hereafter observe and perform the Covenants.
- 4.2 Within 14 days after completion of this deed, the Covenantor shall apply to HM Land Registry to register this deed against the Covenantor's registered title to the Property in the charges register and shall also register this deed as a local land charge.

The Covenantor shall comply with any restrictions in respect of the Property and deal promptly with any requisitions raised by HM Land Registry.

- 4.3 The Covenantor shall notify the Council immediately if the Project will no longer be located on the Property and if requested by the Council shall repay the Grant Funding in accordance with the terms of the Grant Agreement.
- 4.4 In the event that the Project is no longer located on the Property, the Covenantor shall enter into, or shall procure that the proprietor of the replacement property on which the Project will be located enters into, a deed of covenant with the Council in the form set out herein so as to ensure the enforceability of certain covenants relating to land on which the Project is carried out.

4.5 The Council and the Covenantor acknowledge and agree:

4.5.1 that the Covenants shall be enforceable (without any limit of time) against any person deriving title from the original Covenantor in respect of their interest in any of the Property and any person deriving title under them in respect of any lesser interest in that land as if that person had also been an original covenanting party in respect of the interest for the time being held by them.

4.5.2 that without prejudice to any other method of enforcement of a Covenant, if there is a breach of a Covenant in relation to any of the Property then (subject to clause 4.5.3) the Council may:

(a) enter on the Property and carry out the works or do anything which the Covenant requires to be carried out or done or remedy anything which has been done and which the Covenant required not to be done; and

(b) recover from any person against whom the Covenant is enforceable (whether by virtue of 33 of the Local Government (Miscellaneous Provisions) Act 1982 or otherwise) any expenses incurred by the Council in exercise of their powers under 33 of the Local Government (Miscellaneous Provisions) Act 1982.

4.5.3 Before the Council exercise their powers under clause 4.5.2(a) above, they shall give not less than 21 days notice of their intention to do so to any person:

(a) who has for the time being an interest in the Property on or in relation to which the works are to be carried out or other thing is to be done; and

(b) against whom the Covenants are enforceable (whether by virtue of 33 of the Local Government (Miscellaneous Provisions) Act 1982 or otherwise).

Schedule 1 - Covenants

1. Subject to payment of the Grant Funding, to carry out the Project in accordance with the Grant Funding Agreement.

2. For the lifetime of the Project (the Changing Places Toilet) or a period of 30 (thirty) years after the Grant Funding Period, whichever is the longest:

2.1 to maintain the Changing Places Toilet (forming the Project) in good repair and condition so that it is capable of being used and is fit for the purposes of the Project as intended in the Grant Funding Agreement and the Agreed Business Case;

- 2.2 to ensure that the Changing Places Toilet (forming the Project) is available for use and enjoyment at all times as intended in the Grant Funding Agreement and the Agreed Business Case for the purposes of the Project;
- 2.3 to use the Changing Places Toilet (forming part of the Project) at all times for the purposes of the Project as intended in the Grant Funding Agreement and the Agreed Business Case;
- 2.4 to provide adequate security and protection for the Changing Places Toilet (forming the Project);
- 2.5 not to do anything or allow anything to be done that would interfere, obstruct or prevent access and egress to the Changing Places Toilet (forming the Project); and
- 2.6 not to do anything or allow anything to be done that would interfere, obstruct or prevent the use of the Changing Places Toilet (forming the Project) for the purposes of the Project as intended in the Grant Funding Agreement and the Agreed Business Case.

EXECUTED as a deed and delivered on the date that appears at the beginning of this document.

EXECUTED by affixing the Common
Seal of **LEWES DISTRICT COUNCIL**
in the presence of:-

.....

Authorised Signatory

.....

Print Name

.....

Print Job Title

EXECUTED as a Deed by
PEACEHAVEN TOWN COUNCIL
acting by the Proper Officer,
in the presence of:-

.....
Signature of Proper Officer

.....
Signature of Councillor

.....
Print Name

.....
Print Name

.....
Signature of Councillor

.....
Print Name

Schedule 5 Third Party Agreements

Third Party Agreement(s):

1. Changing Places Fund Grant Implementation Guidance
2. Grant Determination Notification

1. **Changing Places Fund Grant Implementation Guidance**

CHANGING PLACES FUND IMPLEMENTATION GUIDANCE

The Secretary of State for the Department of Levelling Up, Housing and Communities has determined under Section 31 of the Local Government Act 2003 that grant has been awarded from the Changing Places Fund to Local Authorities for the sole purpose of the installation of Changing Places Toilets in existing buildings and the provision of modular Changing Places Toilets.

This document provides guidance on the implementation of the Changing Places Fund.

1. GENERAL

- 1.1. The Changing Places Grant Funding (the Grant) is confined to capital expenditure relating to the design, construction, and completion of Changing Places Toilets at the agreed venues. The Grant cannot be used for purposes other than eligible expenditure relating to the provision of Changing Places Toilets.
- 1.2. Local Authorities awarded the Grant will be asked to provide the Department of Levelling Up Housing and Communities (DLUHC) with:
 - an updated (from the Expression of Interest) profile of expenditure for financial years 22/23 and 23/24
 - a detailed breakdown of key milestones for implementation for each Changing Places Toilet
 - a breakdown of expenditure for the duration of the implementation period for each facility and
 - provide information requested by DLUHC to monitor progress.

2. ELIGIBILITY

- 2.1. To be eligible for funding Changing Places Toilets must be registered with the Changing Places UK Consortium on completion (via MDUK Changing Places Support Officers).
- 2.2. The Grant may only be used in respect of:
 - a) Provision of Changing Places Toilets in venues agreed by the Secretary of State, details of which are included in annex A of the grant award letter issued to the

Local Authority.

- b) Design, construction, and completion of Changing Places Toilets in existing buildings.
- c) Design, purchase, construction, and completion of modular Changing Places Toilets.
- d) Design and construction of an addition to an existing structure to accommodate a Changing Places Toilet.
- e) Access improvements that are essential for the provision of a Changing Places Toilet.
- f) Purchase and installation of equipment required for a Changing Places Toilet.
- g) Professional fees associated with the points above.
- h) The design, purchase and installation of the required Changing Places fund plaque on completion

2.3. The grant may not be used in respect of:

- a) Toilet facilities that are not registered with the Changing Places UK Consortium, regardless of the specification.
- b) Changing Places Toilets installed as part of the construction of a new building.
- c) Privately accessible venues: Changing Places Toilets may be funded in premises where it is necessary to pay an entry charge if the public have accessibility, but not where public access is restricted.
- d) Changing Places Toilets installed on modes of transport e.g., ferries, trains.
- e) Cleaning, repair, and maintenance costs, including the costs of service and or maintenance agreements.
- f) Changing Places Toilets where the installation detracts from existing toilet provisions of any kind, meaning there is a net loss of existing toilet provision. A new Changing Places Toilet must be additional to existing provision or replace an existing toilet.
- g) Any building works, including access improvements that are not essential to the provision of a Changing Places Toilet.

3. WORKING WITH CHANGING PLACES DELIVERY PARTNER MUSCULAR DYSTROPHY UK (MDUK)

- 3.1. MDUK is the contracted delivery partner for the Changing Places Fund, acting on behalf of the Changing Places UK Consortium and DLUHC. MDUK Changing Places Support Officers will be assigned to support Grant recipients throughout the process.
- 3.2. Changing Places Support Officers will support Local Authorities by signposting to expertise and support in the design and construction of Changing Places Toilets. The Changing Places Support Officers will help ensure that registration requirements are understood and met. Changing Places Support Officers will share information, good practice and help guide Local Authorities through the registration process.
- 3.3. Local Authorities are expected to engage with the MDUK Changing Places Support Officers over the duration of the Grant, specifically:
 - I. Identifying a **Single Point of Contact** within the Local Authority for communication with DLUHC and MDUK in respect of facilities that the Local Authority is delivering itself and those facilities developed by third parties.

- II. Engaging with the MDUK Changing Places Support Officers (via the single point of contact) to receive and provide information on progress, including regular progress reports, on all facilities supported by the Changing Places Fund.
- III. Participation by the Local Authority (not necessarily the single point of contact but an appropriate representative) in the mandatory Changing Places technical training conducted by the Changing Places UK Consortium.

4. CHANGING PLACES PRACTICAL GUIDE

- 4.1. The Changing Places UK Consortium has developed *Changing Places, A Practical Guide*, which provides information and guidance on all aspects of the specification plan, design and installation of a Changing Places Toilet. You can find a copy of the guide on the [Changing Places website](http://toiletmap.s3.eu-west-1.amazonaws.com/content/Changing%20Places%20a%20Practical%20Guide.pdf)¹. <http://toiletmap.s3.eu-west-1.amazonaws.com/content/Changing%20Places%20a%20Practical%20Guide.pdf>
- 4.2. The Changing Places UK Consortium recommends that all architects, suppliers and those third parties involved with the project should be signposted to *Changing Places, A Practical Guide* in order that the registration requirements are understood and adhered to.

5. DESIGN SPECIFICATION

- 5.1. To ensure the facility is developed in line with the requirements for registration, Local Authorities should submit a **design proposal** for each Changing Places Toilet to the Changing Places Support Officers for consideration and approval.
- 5.2. The design proposal must include, as a minimum: floor dimensions, ceiling height, door width, details of supplier, installer and/or contractor(s) (if different or additional), proposed equipment and positioning, accessibility (including access to/from and within the venue and/or location where the Changing Places Toilet will be sited), flooring and decoration.
- 5.3. To ensure on-going adherence to the registration standards, any changes to the design proposal that may occur during the build should be discussed with the Changing Places Support Officers before any building work commences.
- 5.4. It is strongly recommended that Local Authorities seek advice from an Access Consultant or accredited representative from the The National Register of Access Consultants (NRAC) <https://www.nrac.org.uk/> to support the development of Changing Places Toilet design proposals.

6. REGISTRATION

- 6.1. To be recognised and attract Changing Places funding, each Changing Places Toilet must be registered with the Changing Places UK Consortium.
- 6.2. Local Authorities must register a venue via the Changing Places Support Officers, this can be completed online. The registration must be completed before the facility is opened to the public.
- 6.3. The Changing Places UK Consortium will include registered Changing Places Toilets on the Changing Places Toilets website and toilet map to assist users.

7. PAYMENTS

- 7.1. During the financial years 2022/23 and 2023/24 (as appropriate - For the duration of the local programme, returns will not be required once all of the Changing Places Toilets have been installed and the grant has been paid).
- 7.2. Local Authorities should complete a return, quarterly, on the DELTA reporting system to receive funding for each completed venue.
- 7.3. Payments to Local Authorities are subject to the authority's Section 151 Officer certifying that:
 - all costs have been defrayed on the intended purpose.
 - registration has been secured.
 - that sufficient revenue funding has been identified by those responsible for the cleaning, repair up-keep and maintenance of all the Changing Places Toilets delivered through the Grant for the lifetime of the asset.

8. MONITORING REPORTING AND EVALUATION

- 8.1. Local Authorities will be required to provide quarterly progress reports to DLUHC via the DELTA system, including those periods where no funding is being claimed. This will include updates on both completed and ongoing projects.
- 8.2. Regular contact should be maintained with the Changing Places Support Officers regarding the development of each facility.
- 8.3. Local Authorities are expected to participate in any Changing Places Fund evaluation activity, sharing their experience, insights, case studies, learning, good practice and the impact of the funding in the locality.

9. PROMOTIONAL ACTIVITY

- 9.1. Each Changing Places Toilet funded by the Grant is required to display a plaque including the Changing Places Toilet, Department for Levelling Up Housing and Communities and Muscular Dystrophy UK logos and branding. Details will be provided in a Changing Places Fund plaque design guide. Plaques should be displayed in a prominent external location at the facility. Plaques may also include the logo/branding of any other third parties involved in the funding or location.
- 9.2. Local Authorities are required to work with the Department for Levelling Up, Housing and Communities and Changing Places Support Officers to co-ordinate any press or promotional activity in respect of the launch and opening of Changing Places Toilets.

- 9.3. Local Authorities should liaise with the Changing Places Support Officers regarding any launch/opening events and promotion, including via social media. The Changing Places Support Officers can provide guidance regarding the scheduled promotion.

10. ONGOING COSTS AND MAINTENANCE

- 10.1. Local Authority Section 151 Officers in submitting claims for reimbursement will certify that sufficient revenue funding has been identified by those responsible for the cleaning, repairs and maintenance of all Changing Places Toilets delivered through this Grant for the lifetime of the asset.
- 10.2. A maintenance and service agreement for the Changing Places Toilet equipment is a mandatory requirement of registration of each facility.
- 10.3. Changing Places Toilets funded by the Grant are expected to remain in use and be publicly accessible for the lifetime of the asset. In cases where Local Authorities pass the Grant on to a third party to install facilities in the latter's premises, it is recommended that the Grant is made under an agreement that enables the Local Authority to recover the Grant (or an element of it) should the facility cease to be available (for possible reinvestment in alternative facilities).
- 10.4. Any temporary change in the Changing Places Toilet's availability should be reported to a Changing Places Support Officer at the earliest opportunity, for its availability to be updated on the Changing Places website.

11. Contact information

The Department for Levelling Up, Housing and Communities can be contacted at changingplaces@levellingup.gov.uk.

The Changing Places Support Officers can be contacted at cpt.support@musculardystrophyuk.org.

2. **Grant Determination Notification**

CHANGING PLACES FUND GRANT DETERMINATION (2022-2023): No 31/6222

The Minister of State for Department for Levelling Up, Housing and Communities, in exercise of the powers conferred by section 31 of the Local Government Act 2003, makes the following determination:

a) **Citation**

1) This determination may be cited as the Changing Places Fund Grant Determination (2022-2023 [No31/6222].

b) **Purpose of the grant**

2) The purpose of the grant is to provide support to local authorities in England towards expenditure lawfully incurred or to be incurred by them.

c) **Determination**

3) The Minister of State determines as the authorities to which grant is to be paid and the amount of grant to be paid, the authorities and the amounts set out in Annex A.

d) **Grant conditions**

4) Pursuant to section 31(4) of the Local Government Act 2003, the Minister of State determines that the grant will be paid subject to the conditions in Annex B.

e) **Treasury consent**

5) Before making this determination in relation to local authorities in England, the Minister of State obtained the consent of the Treasury.

Signed by authority of the Minister of State for Department for Levelling Up, Housing and Communities.

ANNEX A

Redacted.

ANNEX B

GRANT CONDITIONS

1. In this Annex:
 - “the Department” means the Department for Levelling Up, Housing and Communities;
 - “the authority” means the authorities listed in Annex A to which the grant has been awarded;
 - “the Secretary of State” means the Minister of State for Department for Levelling Up, Housing and Communities
2. Grant paid to a local authority under this determination may be used only for the purposes that a capital receipt may be used for in accordance with regulations made under section 11 of the Local Government Act 2003.
3. The Chief Executive and Chief Internal Auditor of each of the recipient local authorities are required to sign and return to the team leader of the Changing Places Fund team of the Department for Levelling Up, Housing and Communities a declaration, to be received no later than 30 September 2023, in the following terms:
 - “To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the conditions set out in paragraphs 2 to 26 of Annex B to Changing Places Fund Grant Determination No 31/6222 have been complied with”.
4. If an authority fails to comply with any of the conditions and requirements of paragraphs 2 and 3, the Secretary of State may-

- a. reduce, suspend or withhold grant; or
 - b. by notification in writing to the local authority, require the repayment of the whole or any part of the grant.
- 5. Any sum notified by the Secretary of State under paragraph 4 shall immediately become repayable by the local authority to the Secretary of State.

Eligible Expenditure

- 6. Grant paid to a local authority under this determination can only be used to meet the costs of installing Changing Places Toilet Facilities and can only be used in the:
 - a) Provision of Changing Places Toilets in venues agreed by the Secretary of State, details of which are included in annex A of the grant award letter issued to the Local Authority alongside those agreed by DLUHC officials through the Project Change Request process.
 - b) Design, construction, and completion of Changing Places Toilets in existing buildings.
 - c) Design, purchase, construction, and completion of modular Changing Places Toilets.
 - d) Design and construction of an addition to an existing structure to accommodate a Changing Places Toilet.
 - e) Access improvements that are essential for the provision of a Changing Places Toilet.
 - f) Purchase and installation of equipment required for a Changing Places Toilet.
 - g) Professional fees associated with the points above.
 - h) The design, purchase and installation of the required Changing Places Fund plaque on completion
- 7. If the authority incurs any of the following costs, they must be excluded from eligible expenditure:
 - a) Toilet facilities that are not registered with the Changing Places UK Consortium, regardless of the specification.

- b) Changing Places Toilets installed as part of the construction of a new building.
 - c) Privately accessible venues: Changing Places Toilets may be funded in premises where it is necessary to pay an entry charge if the public have access, but not where public access is restricted.
 - d) Changing Places Toilets installed on modes of transport e.g., ferries, trains.
 - e) Cleaning, repair, and maintenance costs, including the costs of service and or maintenance agreements.
 - f) Changing Places Toilets where the installation detracts from existing toilet provisions of any kind, a new Changing Places Toilet must be additional to existing provisions or replace an existing toilet. There must be no net loss to existing toilet provision.
 - g) Any building works, including access improvements that are not essential to the provision of a Changing Places Toilet
 - h. Contributions in kind.
 - i. Payments for activities of a political or exclusively religious nature.
 - j. Depreciation, amortisation or impairment of fixed assets owned by the authority or any third party.
 - k. Input VAT reclaimable by the authority, or any third party the authority passes the grant to, from HM Revenue & Customs.
 - l. Interest payments or service charge payments for finance leases.
8. Grant is capped to the allocation set out within the Grant Award Letter. If the actual costs of providing Changing Places Toilets increases the Grant will not be increased.
9. The Department agrees to any unutilised grant being retained locally by the authority for the use of supporting future Changing Places Toilet facilities.

Payment Arrangements

10. The payment in 2022/23 will be paid as a single instalment and will include any costs incurred in 2021/22, as notified to the Department by the local authority.
11. The Department may reduce the grant if the authority does not comply with the performance monitoring requirements or if we believe progress on project delivery is unsatisfactory or the future of the project/s supported is/are at risk.

Records to be kept

12. The authority must maintain reliable, accessible and up to date accounting records with an adequate audit trail for all expenditure funded by grant monies under this Determination. The authority should provide these records and further explanations as reasonably required.
13. The authority and any person acting on behalf of the authority must allow:
 - a) the Comptroller and Auditor General or appointed representatives; and
 - b) the Secretary of State or appointed representatives.

free access at all reasonable times to all documents (including computerised documents and data) and other information as are connected to the grant payable under this Determination, or to the purposes for which grant was used, subject to the provisions in paragraph 14.

14. The documents, data and information referred to in paragraph 13 are such which the Secretary of State or the Comptroller and Auditor General may reasonably require for the purposes of his financial audit or any department or other public body or for carrying out examinations into the economy, efficiency and effectiveness with which any department or other public body has used its resources. The authority must provide such further explanations as are reasonably required for these purposes.
15. Paragraphs 13 and 14 do not constitute a requirement for the examination,

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certification or inspection of the accounts of the authority by the Comptroller and

Auditor General under section 6(3) of the National Audit Act 1983. The Comptroller and Auditor General will seek access in a measured manner to minimise any burden on the authority and will avoid duplication of effort by seeking and sharing information with the Audit Commission.

Fixed Assets

16. The authority must keep a register of fixed assets, including Changing Places Toilets created wholly or partly using grant provided under this Determination.
17. For each Changing Places Toilet in the register the following particulars must be shown where appropriate:
 - date of improvement, when works are complete;
 - cost, net of recoverable VAT;
 - location of Changing Places Toilet;
 - serial or identification numbers;
 - date of any disposal;
 - proceeds of disposal net of VAT; and
 - the identity of any person to whom the fixed asset has been transferred or sold.
18. If fixed assets are sold or their ownership transferred while they have any economic value, and as a result the Changing Places Toilet is no longer accessible to the public (condition 7 c refers) the authority must notify the Secretary of State as soon as possible. The Secretary of State may require the authority to repay the proceeds or an appropriate part of them, as may be determined by the Secretary of State and notified in writing to the authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the authority from central government.

Publicity Requirements

19. Each Changing Places Toilet funded by the grant is required to display a plaque

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including the Changing Places Toilet, Department for Levelling Up Housing and

Communities and Muscular Dystrophy UK logos and branding. The plaque must be in place when the facility opens to the public or in retrospect as soon as possible thereafter for those facilities registered and opened prior to the payment made by the Department to the local authority in the financial year 2022/23.

Breach of Conditions and Recovery of Grant

20. If the authority fails to comply with any of these conditions, or if any overpayment is made under this grant or any amount is paid in error, or if any of the events set out in paragraph 21 occurs, the Secretary of State may reduce, suspend or withhold grant payments or require the repayment of the whole or any part of the grant monies paid, as may be determined by the Secretary of State and notified in writing to the authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the authority from central government.

21. The events referred to in paragraph 20 are:

a) the authority purports to transfer or assign any rights, interests or obligations arising under this Determination without the prior agreement of the Secretary of State;

b) any information provided in any application for grant monies payable under this Determination, or in any subsequent supporting correspondence is found to be significantly incorrect or incomplete in the opinion of the Secretary of State;

c) it appears to the Secretary of State that other circumstances have arisen or events have occurred that are likely to significantly affect the authority's ability to achieve the outputs, activities, milestones and targets set out in the bid;

d) the authority's chief internal auditor is unable to provide reasonable assurance that the relevant Statement of Grant Usage, in all material respects, fairly presents the eligible expenditure in the period 1 April 2021 to 31 March 2022 (for any accrued amounts set out in column 1 of the table at

Annex A) and 1 April 2022 to 31 March 2023 in accordance with the definitions and conditions in this Determination.

Statement of Grant Usage

22. The authority must prepare a Statement of Grant Usage for each of (A) the period 1 April 2021 to 31 March 2022 (for any accrued amounts set out in column 1 of the table at Annex A) and (B) 1 April 2022 to 31 March 2023 both to be submitted to the Department on or before 30 September 2023. Each Statement of Grant Usage must be in a form agreed between the authority and the Department and must provide details of eligible expenditure in the period. Each Statement of Grant Usage must be certified by the authority's chief executive that, to the best of his or her knowledge, the amounts shown on the Statement of Grant Usage are all eligible expenditure and that the grant has been used for the purposes intended.
23. Each Statement of Grant Usage submitted to the Department must be accompanied by a report from the authority's chief executive or chief finance officer setting out whether he or she has received an audit opinion from the authority's chief internal auditor that he can provide reasonable assurance that the Statement of Grant Usage, in all material respects, fairly presents the eligible expenditure in the period 1 April 2021 to 31 March 2022 (for any accrued amounts set out in column 1 of the table at Annex A) and 1 April 2022 to 31 March 2023 in accordance with the definitions and conditions in this Determination.
24. The authority must inform the Department promptly of any significant financial control issues raised by its internal auditors.
25. If any Statement of Grant Usage identifies any overpayment of grant, the authority must repay this amount within 30 days of being asked by the Department.

26. The Secretary of State may at any time require a further external validation to be carried out by an appropriately qualified independent accountant or auditor, on the use of the grant.