

DATA PROTECTION POLICY

1. Introduction

1.1 West Dean Parish Council holds and processes information about employees, councillors, residents and customers, and other data subjects for administrative and commercial purposes.

1.2 When handling such information, the Council, and all staff or others who process or use the information, must comply with the Data Protection principles as set out in the Data Protection Act 1998 (the Act).

2. Data protection principles

2.1 There are eight principles set out in the Act, which in summary state that data shall:

- be processed fairly and lawfully.
- be obtained for a specified and lawful purpose and shall not be processed in any manner incompatible with the purpose.
- be adequate, relevant and not excessive for the purpose.
- be accurate and up to date.
- not be kept for longer than necessary for the purpose.
- be processed in accordance with the Data Subject's rights.
- be kept safe from unauthorised processing, and accidental loss, damage or destruction.
- not be transferred to a country outside the European Economic Area, unless that country has the equivalent levels of protection for personal data, except in specified circumstances.

3. Responsibilities

3.1 **West Dean Parish Council** is the Data Controller and must ensure that any processing of personal data for which they are responsible complies with the Act.

3.2 The Data Protection Officer acts on behalf of the Council, and is responsible for:

- fully observing conditions regarding the fair collection and use of information
- meeting the Council's legal obligations to specify the purposes for which information is used.
- collecting and processing relevant information, only to the extent that is required to fulfil operational needs/to comply with legal requirements.
- ensuring the quality of information used
- applying strict checks to determine the length of time that information is held.
- ensuring that the rights of the people whom information is held are able to be fully exercised under the Act.
- taking appropriate technical and organisational security measures to safeguard personal information.

- ensuring that personal information is not transferred abroad without suitable safeguards.
- ensuring that everyone managing and handling personal information:
 - fully understands that they are contractually responsible for following good practice in terms of protection.
 - is adequately trained to do so.
 - are appropriately supervised.

4. Storage and retention

4.1 Personal data is kept in paper-based systems and/or on a password-protected computer system.

4.2 The Council will keep different types of information for differing lengths of time, depending on legal and operational requirements. More information can be found in the Council's Document Retention Scheme.

5. Access to information

5.1 Any employees, councillors, residents, customers and other data subjects have a right to:

- ask what personal information the council holds.
- ask what this information is used for.
- be provided with a copy of the information.
- be given details of the purposes for which the council uses the information and any other persons' organisations to whom it is disclosed.
- ask that any incorrect data held is corrected.

5.2 If it is felt by the data subject that any personal information held is incorrect the individual may request that it be amended. The Council must advise the individual within 21 days whether or not the amendment has been made.

6. Breach of policy

6.1 Compliance with the Act is the responsibility of all councillors, residents, customers and members of staff. Any deliberate or reckless breach of the policy may lead to disciplinary action and where appropriate, legal proceedings.

6.2 Any individual who believes that the Council has breached any of the requirements of the Data Protection Act 1998 should raise the matter with the Clerk. Alternatively, a complaint can be made to the Information Commissioner, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

WEST DEAN PARISH COUNCIL MODEL FINANCIAL REGULATIONS 2019 FOR ENGLAND

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These Financial Regulations were adopted by the council at its meeting held on [enter date].

1. General

1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders¹ and any individual financial regulations relating to contracts.

1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.

1.3. The council's accounting control systems must include measures:

- for the timely production of accounts;
- that provide for the safe and efficient safeguarding of public money;
- to prevent and detect inaccuracy and fraud; and
- identifying the duties of officers.

1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.

1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.

1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.

1.7. Members of council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.

1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. The Clerk has been appointed as RFO for this council and these regulations will apply accordingly.

1.9. The RFO;

¹ Model Standing Orders for Councils (2018 Edition) is available from NALC (©NALC 2018)

- acts under the policy direction of the council;
- administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
- determines on behalf of the council its accounting records and accounting control systems;
- ensures the accounting control systems are observed;
- maintains the accounting records of the council up to date in accordance with proper practices;
- assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
- produces financial management information as required by the council.

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

1.11. The accounting records determined by the RFO shall in particular contain:

- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
- a record of the assets and liabilities of the council; and
- wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.

1.12. The accounting control systems determined by the RFO shall include:

- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
- procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
- identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
- procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
- measures to ensure that risk is properly managed.

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

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

1.14. In addition, the council must:

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

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

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

2. Accounting and audit (internal and external)

2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.

2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman 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 the council.

2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.

2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.

2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.

2.6. The internal auditor shall:

- be competent and independent of the financial operations of the council;
- report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
- to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- has no involvement in the financial decision making, management or control of the council

2.7. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.

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

2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. Annual estimates (budget) and forward planning

3.1. Each committee (if any) shall review its three-year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of November each year including any proposals for revising the forecast.

3.2. The RFO must each year, by no later than the November meeting, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the council.

3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.

3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.

3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

4. Budgetary control and authority to spend

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

- the council for all items over £500;
- a duly delegated committee of the council for items over £250; or
- the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items below £250.

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.

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

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

4.4. The salary budgets are to be reviewed at least annually in September for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of Council or relevant committee. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

4.5. In cases of 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 £500. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.

4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.

4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.

4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of £100 or 15% of the budget.

4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. Banking arrangements and authorisation of payments

5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.

5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to council. The council shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was

authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.

5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.

5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available council meeting.

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

- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council;
- b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council; or
- c) fund transfers within the councils banking arrangements up to the sum of [£10,000], provided that a list of such payments shall be submitted to the next appropriate meeting of council.

5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.

5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.

5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any

Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.

5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.

5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a Member.

6. Instructions for the making of payments

6.1. The council will make safe and efficient arrangements for the making of its payments.

6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.

6.3. All payments shall be affected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council.

6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by two members of council in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.

6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.

6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.

6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council

as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.

6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.

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

6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

6.11. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be handed to and retained by the Chairman of Council in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.

6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.

6.13. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.

6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.

6.15. Where internet banking arrangements are made with any bank, the Clerk shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be

instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.

6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under “favourites”), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.

6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by the Clerk and a member. A programme of regular checks of standing data with suppliers will be followed.

6.18. 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 £50 unless authorised by council or finance committee in writing before any order is placed.

6.19. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.

6.20. 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.

6.21. The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.

7. Payment of salaries

7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.

7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.

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

7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:

- a) by any councillor who can demonstrate a need to know;
- b) by the internal auditor;
- c) by the external auditor; or
- d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.

7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.

7.6. An effective system of personal performance management should be maintained for the senior officers.

7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.

7.8. Before employing interim staff, the council must consider a full business case.

8. Loans and investments

8.1. All borrowings shall be affected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.

8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State/Welsh Assembly Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.

8.3. The council will arrange with the council's banks and investment providers for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.

8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.

8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.

8.6. All investments of money under the control of the council shall be in the name of the council.

8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

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

9. Income

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

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

9.3. The council will review all fees and charges at least annually, following a report of the Clerk.

9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.

9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.

9.6. The origin of each receipt shall be entered on the paying-in slip.

9.7. Personal cheques shall not be cashed out of money held on behalf of the council.

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

9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present

when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.

9.10. Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting (see also Regulation 16 below).

10. Orders for work, goods and services

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

10.2. Order books shall be controlled by the RFO.

10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in Regulation 11.1 below.

10.4. A member may not issue an official order or make any contract on behalf of the council.

10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. Contracts

11.1. Procedures as to contracts are laid down as follows:

- a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. for the supply of gas, electricity, water, sewerage and telephone services;
 - ii. for specialist services such as are provided by legal professionals acting in disputes;

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

iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;

v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and

vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.

b) Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 (“the Regulations”) which is valued at £50,000 or more, the council shall comply with the relevant requirements of the Regulations².

c) The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)³.

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

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

f) All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.

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

³ Thresholds currently applicable are:

a) For public supply and public service contracts 209,000 Euros (£181,302)

b) For public works contracts 5,225,000 Euros (£4,551,413)

g) Any invitation to tender issued under this regulation shall be subject to Standing Orders 18c & d⁴ and shall refer to the terms of the Bribery Act 2010.

h) When it is to enter into a contract of less than £50,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 and above £100 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.

i) The council shall not be obliged to accept the lowest or any tender, quote or estimate.

j) Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

12. Payments under contracts for building or other construction works

12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).

12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.

12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

13. Stores and equipment

13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.

⁴ Based on NALC's Model Standing Order 18d ©NALC 2018

13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.

13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.

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

14. Assets, properties and estates

14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £250.

14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.

14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

15. Insurance

15.1. Following the annual risk assessment (per Regulation 17), the Clerk/RFO shall effect all insurances and negotiate all claims on the council's insurers.

15.2. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.

15.3. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim and shall report these to council at the next available meeting.

15.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.

16. Charities

16.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.

17. Risk management

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

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

18. Suspension and revision of Financial Regulations

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

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

The Model Financial Regulations templates were produced by the National Association of Local Councils (NALC) in July 2019 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

WEST DEAN PARISH COUNCIL - RISK ASSESSMENT AND RISK MANAGEMENT

RISK ASSESSMENT SCHEDULE

Definition of Risk Assessment

Risk is the threat that an event or action will adversely affect an organisation's ability to achieve its objectives and to successfully execute its strategies. Risk management is the process by which risks are identified, evaluated and controlled. It is a key element of the framework of governance together with community focus, structure and processes, standards of conduct and service delivery arrangements.

This document has been produced to enable the Parish Council to assess the risks that it faces and satisfy itself that it has taken adequate steps to minimise them. The Council is aware that although some risks can never be eliminated fully, it has in place a strategy that provides a structured, systematic and focussed approach to managing risk which:

- Identifies the subject.
- Identifies what the risk may be.
- Identifies the level of risk.
- Evaluates the management and control of the risk and records findings.
- Reviews, assesses and revises procedures if required.

Subject	Identified Risks	H/M/L	Management/Control of Risk	Review/Assess/Revise
ASSETS				
West Dean Cemetery including cemetery wall and Lychgate.	Third party injury.	M	Annual topple tests and independent inspection every five years. Prompt response if any defects reported in between. Cllrs. Mrs. Slade and Goacher.	Existing procedures adequate. Review when necessary. Wall and Lychgate fully restored 2012.
Wooden Seat in Cemetery	Third party injury.	L	Regular inspection for structure, splinters, trip-points and vandalism. Cllrs. Mrs. Slade and Goacher.	Existing procedures adequate.
St. Andrew's Church Burial Ground (NOT owned by Parish Council but has responsibility for closed churchyard).	Third party injury.	M	Annual topple tests and inspections. Prompt response if any defects reported in between. Cllrs. Mrs. Slade and Goacher.	Existing procedures adequate.
Leases	Expiry. Not paid on time.	L L	Monitored. Invoiced by landowner.	Existing procedures adequate.
Dog bin	Third party injury.	L	Monitored regularly. Emptied weekly by Chichester DC.	Existing procedures adequate Installed by CDC August 2013.
Noticeboards	Third party injury.	L	Regular inspection for structure and splinters – Cllr. Graham (West Dean Stores)	Existing procedures adequate. West Dean noticeboard erected 2009. Chilgrove noticeboard refurbished 2012.
Wooden bus shelters	Third party injury.	L	Regular inspection for structure, splinters, trip-points, cleanliness and vandalism. Cllr. Corbett	Existing procedures adequate. To be refurbished as required.
Laptop computer	Clerk	L	Regular updates and external hard-drive back-ups. Covered by Clerk's insurance and not taken out of Clerk's home. Stored out of sight in locked house.	Existing procedures adequate.
Street lighting columns (11)	Insured under WSCC PFI Contract	M	All aspects of care under WSCC PFI Contract w/f 01/04/2010.	Existing procedures adequate. All columns replaced Spring 2013, those in West Dean Village Conservation Area have Heritage lamps and furniture.

				Power bought through WSCC w/f 01/12/2010 to benefit from cheaper power prices.
Fingerposts	Third party injury	M	Regular inspection for structure and theft.	Existing procedures adequate.
FINANCIAL AND MANAGEMENT				
Business continuity	Council not being able to continue business owing to unexpected circumstances.	L	Loss of Members and being inquorate – legal processes to follow through District Council. Death or illness of Clerk – appoint locum Clerk pending recovery/re-appointment.	Existing procedures adequate.
Meeting location	Adequacy. Health and Safety.	L	Meetings held at West Dean College. No other premises in Parish. No keyholder – sign in with security officer on arrival.	Existing procedures adequate.
Council records (paper)	Loss through theft. Fire, damage.	L	Papers kept in filing cabinet at Clerk’s home.	Existing procedures adequate.
Council records (electronic)	Loss through theft, damage, fire, corruption of computer.	M	Electronic records stored on Council’s laptop. Back-up provided by Office 365 and Cloud	Existing procedures adequate.
Precept	Adequacy.	L	Sound budgeting and monitoring. Parish Council receives full budget statements with all meeting agendas and a detailed draft budget, with extensive notes, each November, when the forthcoming year’s budget is set.	Existing procedures adequate.
Insurance	Adequacy, cost, compliance, fidelity guarantee.	L	Annual review of insurance arrangements at AGM in May. New items insured immediately. Employer’s Liability, Public Liability Legal Liability and Fidelity Guarantee are a statutory requirement. Advice sought where necessary. Risk Assessment for any events sent to Insurers to ensure adequate cover.	Existing procedures adequate. Annual review. New items insured immediately.
Banking	Inadequate checks. Bank crash. Loss of signatories.	L L M	Council’s Financial Regulations, based on national model, set out requirements for banking, cheques, and accounts reconciliation. Replace as soon as possible.	Existing procedures adequate. Revise Financial Regs as necessary and in line with national model and SALC recommendations.
Cash	Loss through theft or dishonesty.	L	No petty cash. Online transactions made by Clerk fully receipted and approved at each meeting.	Existing procedures adequate.
Grants received	Time expired. Not paid in full.	L L	Close project monitoring. Paid in promptly if by cheque.	Existing procedures adequate.
Financial controls and records	Inadequate checks.	L	Bank reconciliation done monthly on receipt of statements. Queries/errors dealt with immediately. Bank reconciliation, year to date statement and payments schedule circulated with each agenda and approved by Council. All invoices checked and initialled before cheques signed. Two signatories on each cheque. Each cheque stub initialled. Annual internal and external audit. Proposals for all financial expenditure included on agenda and approved by resolution, and clearly minuted with cheque numbers. S137 and other grant application appear as separate items	Existing procedures adequate.

			on agenda and approved by resolution prior to payment.	
Best value	Insufficient shopping around. Overspend on services.	L M	Financial regulations. Major contracts by tender. Smaller contracts, three quotes. Reviewed max, every three years.	Existing procedures adequate.
Freedom of Information Act	Policy provision.	L M	Model publication scheme for local councils adopted. Awareness that substantial additional work may be necessary for Clerk to comply with request.	Monitor. Report to Chairman immediately substantial request received. Report to Council.
Data Protection	Policy Provision.	L	Council is registered with the Data Protection Agency.	Existing procedures adequate.
Councillors' allowances	Overpaid.	L	No allowances.	Existing procedures adequate.
Clerk	Loss of Clerk. Fraud. Actions undertaken.	M L L	Cost of training new Clerk to CILCA level. Requirements of Fidelity Guarantee to be adhered to. Clerk to be provided with relevant training, reference books, and access to assistance and legal advice.	Ensure sufficient monies in Precept. Existing procedures adequate. Maintain Clerk's membership of SLCC. Monitor Clerk's pay and conditions.
Salaries	Incorrect salary.	L	Clerk sole employee. Paid in accordance with national scales, calculated by external bureau. Annual review. Tax paid by BACS monthly to HMRC. Payroll managed by Chichester Payroll Services	Existing procedures adequate.
Election Costs	Election costs.	M	In known Parish Council election years, budget in accordance with District Council's estimated cost. No measures to minimise risk of contested election, so a contingency fund should be established to meet costs.	Include in financial statement when setting Precept.
VAT	Reclaiming.	L	Claimed annually. Council's Financial Regulations set out requirements.	Existing procedures adequate.
Annual Governance and Accountability Return	Not submitted on time.	L	Internal audit takes place in April/early May, before May Parish Council meeting, so is approved, signed and despatched well before appointed date.	Existing procedures adequate.
Emergency planning and local winter management plan	Inadequate measures in place.	M	Hard to predict. Designated Members in charge of Emergency Planning – largely driven by higher authorities. Designated Member for LWMP – work closely with County Council.	Existing procedures adequate.
LIABILITY				
Legal powers	Illegal activity or payments. Working parties taking decisions.	L L	All made within the powers of the Parish Council and not ultra vires, resolved and clearly minuted. Ensure working parties have clear terms of reference.	Existing procedures adequate.
Minutes/agendas/statutory documents	Accuracy and Legality. Non-compliance with statutory requirements.	L L	Agendas and minutes produced and displayed in accordance with national guidelines and legislation. Minutes approved and signed at next meeting. Chairman to manage business and conduct at meetings.	Existing procedures adequate.
Public liability	Risk to third party property or individuals.	M	Insurance in place and reviewed annually and more frequently if necessary. Risk assessment and cover checked for individual events.	Existing procedures adequate.
Employer liability	Non-compliance with Employment Law.	L	Undertake adequate training and seek outside advice if necessary.	Existing procedures adequate.
Legal liability	Legality of activities. Proper and timely	M	Clerk to clarify legal position if unsure.	Existing procedures adequate.

	reporting through minutes. Proper document control.	L L	Council to receive and approve minutes at each meeting. Retention of document policy in place.	
Code of Conduct and Members' Interests	Conflict of Interest. Register of Members' Interests.	M L	Councillors have a duty to declare any interests at the start of each meeting. Register of Interests form to be reviewed at least annually. Members to inform Clerk of any changes in between.	Existing procedures adequate. Each Member has a responsibility to keep his/her Register updated.

WEST DEAN PARISH COUNCIL - RISK ASSESSMENT SCHEDULE

ITEM	FREQUENCY	COMMENTS/ACTIONS
Parish Council Insurance including Public and Employer's Liability Money and Fidelity Guarantee Personal Accident	Annually	
Assets Inspection	Annually	
Financial Matters Banking Arrangements Insurance Providers VAT Return completed Budget agreed, monitored and reported Precept requested Payments approval procedure Bank reconciliation overseen by Chairman and Council Clerk's salary reviewed and documented Internal audit External audit Internal check of financial procedures	Annually Annually Annually Every meeting Annually Every meeting Every meeting Annually Annually Annually Annually	
Administration Minutes properly numbered Assets Register updated Financial Regulations reviewed Standing Orders reviewed Computer backups made	Ongoing Ongoing Annually Annually Continual	
Employer's Responsibilities Contract of Employment in place Contractors' indemnity insurance checked Written arrangements with contractors	Annually Ongoing Ongoing	
Members' Responsibilities Code of Conduct adopted Register of Interests completed and kept updated Register of gifts/hospitality Declaration of Interests minuted	Ongoing Ongoing Ongoing Ongoing	

The information given above was reviewed and agreed at the Parish Council meeting held on 8 May 2024 and will be reviewed annually.

WEST DEAN PARISH COUNCIL

PRIVACY NOTICE

For staff*, councillors and Role Holders**

*“Staff” means employees, workers, agency staff and those retained on a temporary or permanent basis

**Includes, volunteers, contractors, agents, and other role holders within the council including former staff* and former councillors. This also includes applicants or candidates for any of these roles.

Your personal data – what is it?

“Personal data” is any information about a living individual which allows them to be identified from that data (for example a name, photograph, video, email address, or address). Identification can be directly using the data itself or by combining it with other information which helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a separate list of the ID numbers which give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation relating to personal data which applies in the United Kingdom including the General Data Protection Regulation (the “GDPR”) and other legislation relating to personal data and rights such as the Human Rights Act.

Who are we?

This Privacy Notice is provided to you by West Dean Parish Council which is the data controller for your data.

The Council works together with:

- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies.

We may need to share personal data we hold with them so that they can carry out their responsibilities to the Council and our community. The organisations referred to above will sometimes be “joint data controllers”. This means we are all responsible to you for how we process your data where for example two or more data controllers are working together for a joint purpose. If there is no joint purpose or collaboration, then the data controllers will be independent and will be individually responsible to you.

The council will comply with data protection law

This says that the personal data we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect your personal data to protect personal data from loss, misuse, unauthorised access and disclosure.

What data do we process?

- Names, titles, and aliases, • Start date / leaving date
- Contact details such as telephone numbers, addresses, and email addresses. • Where they are relevant to our legal obligations, or where you provide them to us, we may process information such as gender, age, date of birth, marital status, nationality, education/work history, academic/professional qualifications, employment details, hobbies, family composition, and dependants. • Taxpayer identification numbers, staff identification numbers, tax reference codes, and national insurance numbers. • Financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers. • Financial information such as National Insurance number, pay and pay records, tax code, tax and benefits contributions, expenses claimed. • Other operational personal data created, obtained, or otherwise processed in the course of carrying out our activities, including but not limited to, CCTV footage, recordings of telephone conversations, IP addresses and website visit histories, logs of visitors, and logs of accidents, injuries and insurance claims. • Next of kin and emergency contact information • Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process and referral source (e.g. agency, staff referral)) • Location of employment or workplace. • Other staff data (not covered above) including; level, performance management information, languages and proficiency; licences/certificates, immigration status; employment status; information for disciplinary and grievance proceedings; and personal biographies. • CCTV footage and other information obtained through electronic means such as swipecard records. • Information about your use of our information and communications systems.

We use your personal data for some or all of the following purposes: - Please note: We need all the categories of personal data in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. • Making a decision about your recruitment or appointment. • Determining the terms on which you work for us. • Checking you are legally entitled to work in the UK. • Paying you and, if you are an employee, deducting tax and National Insurance contributions. • Providing any contractual benefits to you • Liaising with your pension provider. • Administering the contract we have entered into with you. • Management and planning, including accounting and auditing. • Conducting performance reviews, managing performance and determining performance requirements. • Making decisions about salary reviews and compensation. • Assessing qualifications for a particular job or task, including decisions about promotions. • Conducting grievance or disciplinary proceedings. • Making decisions about your continued employment or engagement. • Making arrangements for the termination of our working relationship. • Education, training and development requirements. • Dealing with legal disputes involving you, including accidents at work. • Ascertaining your fitness to work. • Managing sickness absence. • Complying with health and safety obligations. • To prevent fraud. • To monitor your use of our information and communication systems to ensure compliance with our IT policies. • To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution. • To conduct data analytics studies to review and better understand employee retention and attrition rates. • Equal opportunities monitoring. • To undertake activity consistent with our statutory functions and powers including any delegated functions.

- To maintain our own accounts and records; • To seek your views or comments; • To process a job application; • To administer councillors' interests • To provide a reference.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal data. We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances: • Where we need to perform the contract we have entered into with you. • Where we need to comply with a legal obligation. We may also use your personal data in the following situations, which are likely to be rare: • Where we need to protect your interests (or someone else's interests). • Where it is needed in the public interest [or for official purposes].

How we use sensitive personal data

• We may process sensitive personal data relating to staff, councillors and role holders including, as appropriate: - information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work; - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation; - in order to comply with legal requirements and obligations to third parties. • These types of data are described in the GDPR as "Special categories of data" and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data. • We may process special categories of personal data in the following circumstances: - In limited circumstances, with your explicit written consent. - Where we need to carry out our legal obligations. - Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our pension scheme. - Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards. • Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Do we need your consent to process your sensitive personal data?

• We do not need your consent if we use your sensitive personal data in accordance with our rights and obligations in the field of employment and social security law. • In limited circumstances, we may approach you for your written consent to allow us to process certain sensitive personal data. If we do so, we will provide you with full details of the personal data that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. • You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

Information about criminal convictions • We may only use personal data relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy. • Less commonly, we may use personal data relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public. • [We will only collect personal data about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so.] [Where appropriate, we will collect personal data about criminal convictions as part of the recruitment process or we may be notified of such personal data directly by you in the course of you working for us.]

What is the legal basis for processing your personal data?

Some of our processing is necessary for compliance with a legal obligation. We may also process data if it is necessary for the performance of a contract with you, or to take steps to enter into a

contract. We will also process your data in order to assist you in fulfilling your role in the council including administrative support or if processing is necessary for compliance with a legal obligation.

Sharing your personal data Your personal data will only be shared with third parties including other data controllers where it is necessary for the performance of the data controllers' tasks or where you first give us your prior consent. It is likely that we will need to share your data with:

- Our agents, suppliers and contractors. For example, we may ask a commercial provider to manage our HR/ payroll functions , or to maintain our database software;
- Other persons or organisations operating within local community.
- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies
- Professional advisors
- Trade unions or employee representatives

How long do we keep your personal data?

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

Your responsibilities

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us.

Your rights in connection with personal data

You have the following rights with respect to your personal data: -

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

1. The right to access personal data we hold on you • At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from. Once we have received your request we will respond within one month. • There are no fees or charges for the first request but additional requests for the same personal data or requests which are manifestly unfounded or excessive may be subject to an administrative fee.
2. The right to correct and update the personal data we hold on you • If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.
3. The right to have your personal data erased • If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold. • When we receive your request, we will confirm whether the personal data

has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).

4. The right to object to processing of your personal data or to restrict it to certain purposes only • You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request, we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.

5. The right to data portability • You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.

6. The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained • You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).

7. The right to lodge a complaint with the Information Commissioner's Office. • You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Transfer of Data Abroad Any personal data transferred to countries or territories outside the European Economic Area ("EEA") will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. [Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas].

Further processing If we wish to use your personal data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing, if we start to use your personal data for a purpose not mentioned in this notice.

Changes to this notice We keep this Privacy Notice under regular review and we will place any updates on this web page www.westdeanpc.co.uk. This Notice was last reviewed in May 2024.

Privacy Notices

Contact Details Please contact us if you have any questions about this Privacy Notice or the personal data we hold about you or to exercise all relevant rights, queries or complaints at: The Clerk, West Dean Parish Council, email: westdeanpc@yahoo.com

You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

MODEL STANDING ORDERS 2018 (ENGLAND) — UPDATED APRIL 2022

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WEST DEAN PARISH COUNCIL

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INTRODUCTION

This is version two of Model Standing Orders 2018 (England) updated on April 2022. Update to Model Standing Order 18 only.

How to use model standing orders

Standing orders are the written rules of a local council. Standing orders are essential to regulate the proceedings of a meeting. A council may also use standing orders to confirm or refer to various internal organisational and administrative arrangements. The standing orders of a council are not the same as the policies of a council but standing orders may refer to them.

Local councils operate within a wide statutory framework. NALC model standing orders incorporate and reference many statutory requirements to which councils are subject. It is not possible for the model standing orders to contain or reference all the statutory or legal requirements which apply to local councils. For example, it is not practical for model standing orders to document all obligations under data protection legislation. The statutory requirements to which a council is subject apply whether or not they are incorporated in a council's standing orders.

The model standing orders do not include model financial regulations. Financial regulations are standing orders to regulate and control the financial affairs and accounting procedures of a local council. The financial regulations, as opposed to the standing orders of a council, include most of the requirements relevant to the council's Responsible Financial Officer. Model financial regulations are available to councils in membership of NALC.

Drafting notes

Model standing orders that are in bold type contain legal and statutory requirements. It is recommended that councils adopt them without changing them or their meaning. Model standing orders not in bold are designed to help councils operate effectively but they do not contain statutory requirements so they may be adopted as drafted or amended to suit a council's needs. It is NALC's view that all model standing orders will generally be suitable for councils.

For convenience, the word "councillor" is used in model standing orders and, unless the context suggests otherwise, includes a non-councillor with or without voting rights.

A model standing order that includes brackets like this '()' requires information to be inserted by a council. A model standing order that includes brackets like this '[]' and the term 'OR' provides alternative options for a council to choose from when determining standing orders.

1. RULES OF DEBATE AT MEETINGS

- a Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chair of the meeting.
- b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- c A motion on the agenda that is not moved by its proposer may be treated by the chair of the meeting as withdrawn.
- d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chair of the meeting, is expressed in writing to the chair.
- h A councillor may move an amendment to his/her/their own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chair of the meeting.
- j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the chair of the meeting.
- k One or more amendments may be discussed together if the chair of the meeting considers this expedient but each amendment shall be voted upon separately.
- l A councillor may not move more than one amendment to an original or substantive motion.
- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.
- o Unless permitted by the chair of the meeting, a councillor may speak once in the debate on a motion except:

- i. to speak on an amendment moved by another councillor;
 - ii. to move or speak on another amendment if the motion has been amended since he/she/they last spoke;
 - iii. to make a point of order;
 - iv. to give a personal explanation; or
 - v. to exercise a right of reply.
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which he/she/they considers has been breached or specify the other irregularity in the proceedings of the meeting he/she/they is concerned by.
- q A point of order shall be decided by the chair of the meeting and his/her/their decision shall be final.
- r When a motion is under debate, no other motion shall be moved except:
- i. to amend the motion;
 - ii. to proceed to the next business;
 - iii. to adjourn the debate;
 - iv. to put the motion to a vote;
 - v. to ask a person to be no longer heard or to leave the meeting;
 - vi. to refer a motion to a committee or sub-committee for consideration;
 - vii. to exclude the public and press;
 - viii. to adjourn the meeting; or
 - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
- s Before an original or substantive motion is put to the vote, the chair of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived his/her/their right of reply.
- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed three minutes without the consent of the chair of the meeting.

2. DISORDERLY CONDUCT AT MEETINGS

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chair of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chair of the meeting to moderate or improve their conduct, any councillor or the chair of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the chair of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

3. MEETINGS GENERALLY

Full Council meetings	●
Committee meetings	●
Sub-committee meetings	●

- a **Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.**
- b **The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.**
- c **The minimum three clear days' public notice of a meeting does not include the day on which the notice was issued or the day of the meeting.**
- d **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.
- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) above is at the Chairman's discretion.

- g Subject to standing order 3(f), a member of the public shall speak for a time at the Chairman's discretion.
- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chair of the meeting may direct that a written or oral response be given.
- i A person shall raise his/her/their hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort)]. The chair of the meeting may at any time permit a person to be seated when speaking.
- j A person who speaks at a meeting shall direct his/her/their comments to the chair of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chair of the meeting shall direct the order of speaking.
- l **Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To "report" means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.**
- m **A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**
- n **The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
- o **Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chair of the Council may in his/her/their absence be done by, to or before the Vice-Chair of the Council (if there is one).**
- p **The Chair of the Council, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Vice-Chair of the Council (if there is one) if present, shall preside. If both the Chair and the Vice-Chair are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
- q **Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting rights present and voting.**
- r **The chair of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise**

- **his/her/their casting vote whether or not he/she/they gave an original vote.**

See standing orders 5(h) and (i) for the different rules that apply in the election of the Chair of the Council at the annual meeting of the Council.

- **s Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his/her/their vote for or against that question.** Such a request shall be made before moving on to the next item of business on the agenda.

t The minutes of a meeting shall include an accurate record of the following:

- i. the time and place of the meeting;
- ii. the names of councillors who are present and the names of councillors who are absent;
- iii. interests that have been declared by councillors and non-councillors with voting rights;
- iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
- v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
- vi. if there was a public participation session; and
- vii. the resolutions made.

- **u A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on his/her/their right to participate and vote on that matter.**

- **v No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.**

See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.

- **w If a meeting is or becomes inquorate no business shall be transacted** and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.

x A meeting shall not exceed a period of two hours or at the Chairman's

discretion.

4. COMMITTEES AND SUB-COMMITTEES

- a **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- b **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**
- c **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- d The Council may appoint standing committees or other committees as may be necessary, and:
 - i. shall determine their terms of reference;
 - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
 - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
 - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;
 - v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer eight days before the meeting that they are unable to attend;
 - vi. shall, after it has appointed the members of a standing committee, appoint the chair of the standing committee;
 - vii. shall permit a committee other than a standing committee, to appoint its own chair at the first meeting of the committee;
 - viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;
 - ix. shall determine if the public may participate at a meeting of a committee;
 - x. shall determine if the public and press are permitted to attend the

meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;

- xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

5. ORDINARY COUNCIL MEETINGS

- a **In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b **In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c **If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d **In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- e **The first business conducted at the annual meeting of the Council shall be the election of the Chair and Vice-Chair (if there is one) of the Council.**
- f **The Chair of the Council, unless he/she/they has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until his/her/their successor is elected at the next annual meeting of the Council.**
- g **The Vice-Chair of the Council, if there is one, unless he/she/they resigns or becomes disqualified, shall hold office until immediately after the election of the Chair of the Council at the next annual meeting of the Council.**
- h **In an election year, if the current Chair of the Council has not been re-elected as a member of the Council, he/she/they shall preside at the annual meeting until a successor Chair of the Council has been elected. The current Chair of the Council shall not have an original vote in respect of the election of the new Chair of the Council but shall give a casting vote in the case of an equality of votes.**
- i **In an election year, if the current Chair of the Council has been re-elected as a member of the Council, he/she/they shall preside at the annual meeting until a new Chair of the Council has been elected. He/she/they may exercise an original vote in respect of the election of the new Chair**

of the Council and shall give a casting vote in the case of an equality of votes.

- j Following the election of the Chair of the Council and Vice-Chair (if there is one) of the Council at the annual meeting, the business shall include:
- i. **In an election year, delivery by the Chair of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chair of the Council of his/her/their acceptance of office form unless the Council resolves for this to be done at a later date;**
 - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
 - iii. Receipt of the minutes of the last meeting of a committee;
 - iv. Consideration of the recommendations made by a committee;
 - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
 - vi. Review of the terms of reference for committees;
 - vii. Appointment of members to existing committees;
 - viii. Appointment of any new committees in accordance with standing order 4;
 - ix. Review and adoption of appropriate standing orders and financial regulations;
 - x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.
 - xi. Review of representation on or work with external bodies and arrangements for reporting back;
 - xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;
 - xiii. Review of inventory of land and other assets including buildings and office equipment;
 - xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks;
 - xv. Review of the Council's and/or staff subscriptions to other bodies;
 - xvi. Review of the Council's complaints procedure;
 - xvii. Review of the Council's policies, procedures and practices in respect of

its obligations under freedom of information and data protection legislation (*see also standing orders 11, 20 and 21*);

- xviii. Review of the Council's policy for dealing with the press/media;
- xix. Review of the Council's employment policies and procedures;
- xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
- xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

6. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES

- a **The Chair of the Council may convene an extraordinary meeting of the Council at any time.**
- b **If the Chair of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.**
- c The chair of a committee [or a sub-committee] may convene an extraordinary meeting of the committee [or the sub-committee] at any time.
- d If the chair of a committee [or a sub-committee] does not call an extraordinary meeting within seven days of having been requested to do so by two members of the committee [or the sub-committee], any five members of the committee [or the sub-committee] may convene an extraordinary meeting of the committee [or a sub-committee].

7. PREVIOUS RESOLUTIONS

- a A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least three councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.

8. VOTING ON APPOINTMENTS

- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chair of the meeting.

9. MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 10 clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least eight clear days before the meeting.
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chair of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

10. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
- i. to correct an inaccuracy in the draft minutes of a meeting;
 - ii. to move to a vote;
 - iii. to defer consideration of a motion;
 - iv. to refer a motion to a particular committee or sub-committee;
 - v. to appoint a person to preside at a meeting;
 - vi. to change the order of business on the agenda;
 - vii. to proceed to the next business on the agenda;
 - viii. to require a written report;
 - ix. to appoint a committee or sub-committee and their members;
 - x. to extend the time limits for speaking;
 - xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;
 - xii. to not hear further from a councillor or a member of the public;
 - xiii. to exclude a councillor or member of the public for disorderly conduct;
 - xiv. to temporarily suspend the meeting;
 - xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);
 - xvi. to adjourn the meeting; or
 - xvii. to close the meeting.

11. MANAGEMENT OF INFORMATION

See also standing order 20.

- a **The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of**

personal data.

- b **The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).**
- c **The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.**
- d **Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.**

12. DRAFT MINUTES

Full Council meetings ●
Committee meetings ●
Sub-committee meetings ●

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he/she/they shall sign the minutes and include a paragraph in the following terms or to the same effect:

"The chair of this meeting does not believe that the minutes of the meeting of the () held on [date] in respect of () were a correct record but his/her/their view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings."

● e **If the Council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**

- f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

13. CODE OF CONDUCT AND DISPENSATIONS

See also standing order 3(u).

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless he/she/they has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he/she/they has a disclosable pecuniary interest. He/she/they may return to the meeting after it has considered the matter in which he/she/they had the interest.
- c Unless he/she/they has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he/she/they has another interest if so required by the Council's code of conduct. He/she/they may return to the meeting after it has considered the matter in which he/she/they had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made by the Proper Officer and that decision is final.
- f A dispensation request shall confirm:
 - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
 - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
 - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
 - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required.
- h **A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:**

- i. **without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;**
- ii. **granting the dispensation is in the interests of persons living in the Council's area; or**
- iii. **it is otherwise appropriate to grant a dispensation.**

14. CODE OF CONDUCT COMPLAINTS

- a Upon notification by the District or Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chair of Council of this fact, and the Chair shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14(d).
- c The Council may:
 - i. provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
 - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d **Upon notification by the District or Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.**

15. PROPER OFFICER

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.
- b The Proper Officer shall:
- i. **at least three clear days before a meeting of the council, a committee or a sub-committee,**
 - **serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and**
 - **Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).**

See standing order 3(b) for the meaning of clear days for a meeting of a full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;

- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least eight days before the meeting confirming his/her/their withdrawal of it;
- iii. **convene a meeting of the Council for the election of a new Chair of the Council, occasioned by a casual vacancy in his/her/their office;**
- iv. **facilitate inspection of the minute book by local government electors;**
- v. **receive and retain copies of byelaws made by other local authorities;**
- vi. hold acceptance of office forms from councillors;
- vii. hold a copy of every councillor's register of interests;
- viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
- ix. liaise, as appropriate, with the Council's Data Protection Officer (if there is one);
- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;

- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
- xii. arrange for legal deeds to be executed;
(*see also standing order 23*);
- xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiv. record every planning application notified to the Council and the Council's response to the local planning authority in a book for such purpose;
- xv. refer a planning application received by the Council to the Chair or in his/her/their absence the Vice-Chair (if there is one) of the Council within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Council;
- xvi. manage access to information about the Council via the publication scheme; and
- xvii. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect.
(*see also standing order 23*).

16. RESPONSIBLE FINANCIAL OFFICER

- a The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

17. ACCOUNTS AND ACCOUNTING STATEMENTS

- a "Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:

- i. the Council's receipts and payments (or income and expenditure) for each quarter;
 - ii. the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
 - iii. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
- i. each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
 - ii. to the Council the accounting statements for the year in the form of Section 2 of the annual governance and accountability return, as required by proper practices, for consideration and approval.
- e The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

18. FINANCIAL CONTROLS AND PROCUREMENT

- a. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
- i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the Council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
 - v. whether contracts with an estimated value below **£25,000** due to special

circumstances are exempt from a tendering process or procurement exercise.

- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds referred to in standing order 18(f) is subject to the “light touch” arrangements under Regulations 109-114 of the Public Contracts Regulations 2015 unless it proposes to use an existing list of approved suppliers (framework agreement).**
- d. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
 - ii. an invitation to tender shall be drawn up to confirm (i) the Council’s specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council’s written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
 - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;
 - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
 - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
 - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- e. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f. **Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. NALC’s procurement guidance contains further details.**

19. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of Council is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's Proper Officer shall notify the chairman of absence occasioned by illness or other reason and that person shall report such absence at its next meeting.
- c The chairman or in his/her/their absence, the vice-chair, shall upon a resolution conduct a review of the performance and annual appraisal of the work of Clerk and Responsible Financial Officer. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by the Council.
- d Subject to the Council's policy regarding the handling of grievance matters, the Clerk and Responsible Financial Officer shall contact the Chairman or in his/her/their absence, the vice-chairman in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the Council.
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by the Clerk and Responsible Financial Officer relates to the chairman or vice-chairman, this shall be communicated to another member of the Council, which shall be reported back and progressed by resolution of Council.
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.
- g In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 19(f).

20. RESPONSIBILITIES TO PROVIDE INFORMATION

See also standing order 21.

- a **In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.**
- b. *[If gross annual income or expenditure (whichever is higher) does not exceed £25,000]* **The Council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.**

21. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION

(Below is not an exclusive list).

See also standing order 11.

- a The Council may appoint a Data Protection Officer.
- b **The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his/her/their personal data.**
- c **The Council shall have a written policy in place for responding to and managing a personal data breach.**
- d **The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.**
- e **The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.**
- f **The Council shall maintain a written record of its processing activities.**

22. RELATIONS WITH THE PRESS/MEDIA

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or other media.

23. EXECUTION AND SEALING OF LEGAL DEEDS

See also standing orders 15(b)(xii) and (xvii).

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.

Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.

The above is applicable to a Council without a common seal.

24. COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY COUNCILLORS

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council OR Unitary Council representing the area of the Council.
- b Unless the Council determines otherwise, a copy of each letter sent to the District and County Council OR Unitary Council shall be sent to the ward councillor(s) representing the area of the Council.

25. RESTRICTIONS ON COUNCILLOR ACTIVITIES

- a. Unless duly authorised no councillor shall:
 - i. inspect any land and/or premises which the Council has a right or duty to inspect; or
 - ii. issue orders, instructions or directions.

26. STANDING ORDERS GENERALLY

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least three councillors to be given to the Proper Officer in accordance with standing order 9.
- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chair of a meeting as to the application of standing orders at the meeting shall be final.



UNIT 1 HERON COURT
MERLIN WAY
QUARRY HILL INDUSTRIAL ESTATE
ILKESTON
DERBYSHIRE DE7 4RA
EMAIL SALES@FLAGPOLEEXPRESS.CO.UK
TEL 01159 442255
FAX 01159 442266

West Dean Parish Council

Clare Kennett
westdeanpc@yahoo.com

QUOTE

DATE 11/04/2024

1362RH

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	6m fiberglass flagpole. 120mm diameter at the base with smooth taper to 65mm diameter at the top. Complete with internal halyard, locking door, gold finial and hinge base.	£354.00	£354.00
1	Delivery to one mainland UK destination, excluding the Scottish Highlands.	£35.00	£35.00
		SUBTOTAL	£389.00
		VAT (20%)	£77.80
		TOTAL	£466.80

Valid for 28 days.

VAT Number: 897766633 Company Number: 6006635

Bank Details HSBC Acc No: 01421158 Sort Code: 404308

STANDARD TERMS AND CONDITIONS AND GENERAL TRADING INFORMATION OF FLAGPOLE EXPRESS LTD

1. These terms and conditions apply to all orders and supersede all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

2. PAYMENT TERMS

All goods will be supplied against a proforma invoice unless a credit account has been opened after acceptance of banker's reference and two (2) trade references. Payment is to be made within 30 days from the date of the invoice. We understand and may exercise our statutory right of interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our credit terms.

3. Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

4. PASSING OF TITLE AND RISK

4.1 The risk in the goods shall pass to you on delivery.

4.2 All goods delivered or not, remain our property until payment is received in full.

4.3 Until such time as payment in full is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us.

In the event of non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored and repossess and remove the same. You hereby grant us irrevocable license to enter your premises for the said purposes.

5. **PRODUCTS** We reserve the right to alter any details or design of products illustrated without notice and while every effort is made to describe goods accurately in the catalogue no warranty is given as to accuracy and no responsibility will be accepted for error or mis -description and any resulting loss.

6. QUOTATIONS

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you.

7. PRICES

Where applicable all prices quoted are subject to V.A.T. at the current rate.

8. DELIVERY

8.1 Every effort will be made to deliver on time, but any delivery date specified is a best estimate and no liability is accepted for any loss arising from delay or error in delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

8.2 Special rush deliveries can usually be arranged but will usually be subject to additional charges (e.g. rush print charges and rush delivery charges) which will be charged to you at current commercial rates.

9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

10. CLAIMS

10.1 Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery.

10.2 All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 days of receipt of goods or such goods shall be deemed to comply as to quality and quantity with the terms of the contract.

10.3 You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

10.4 Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice.

11. LIABILITY

11.1 Save in so far as defects in the goods cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

11.2 We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.

11.3 Nothing in these terms and conditions shall affect the right of the consumer.

12. CANCELLATION CHARGES

A charge will be made on cancelled orders, together with a charge for all work carried out up to the date of written cancellation.

13. SAMPLES

These will be submitted on approval and will be charged if not returned in good condition within 14 days.

14. OVERDUE ACCOUNTS

14.1 No goods will be delivered on accounts which remain unpaid 14 days after payment is due. Interest will be charged on overdue accounts, at the rate of 5% above HSBC Bank plc base rate from time to time from the date the account became due

until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

14.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account a third party or Court proceedings.

15. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

16. ARTWORK AND PRINTING

16.1 All artwork and print charges will be levied where necessary unless previously stipulated by us.

16.2 Where applicable the prices shown include printing one colour one position from camera ready artwork supplied, for additional positions or colours of printing please phone to obtain exact quotation. The standard printing colours are cyan, magenta, black and yellow. We will match your own house colours as close as possible but where you specify non standard printing colours, there will be an additional special match charge.

17. SMALL ORDERS

Where you require a quantity smaller than the minimum quantity shown the price list, this is normally possible but usually carries a small order surcharge.

18. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

19. Never fly flags or display banners in winds exceeding 35km/h. If you are unsure of the quality of the area that you are installing a flagpole or banner system, we strongly recommend you consult a structural engineer.

20. When weather conditions reach Beaufort scale 7 these conditions are no longer considered normal and we can accept no liability for any damage caused to or by our products.

GDPR Privacy Statement

As I am sure you are aware, General Data Protection Regulation (GDPR) came into effect on 25th May 2018. For us to comply with the new regulations we like to let you know about the details we hold on our secure database.

All information we hold is used entirely for maintaining our trading relationship & enables us to communicate with you.

The details we hold include some or all of the following: -

- 1/ Name
- 2/ Address (including delivery address/es if applicable)
- 3/ Company registration number (where applicable)
- 4/ Company VAT number (where applicable)
- 6/ Contact names
- 7/ Contact numbers
- 8/ Contact email addresses

We will never share or sell your information for marketing purposes; should you wish to be removed from this list you may request this at any time.——



HAMPSHIRE FLAG COMPANY

Hampshire Flag Company Ltd
Unit 11, Pipers Wood Industrial
Park
Waterberry Drive
Waterlooville
Hampshire
PO7 7XU
United Kingdom
Tel : 023 9223 7132

Customer Address:

Clare Kennett
West Dean Parish Council
53 Skylark Avenue
Emsworth
Hampshire
PO10 7GB
United Kingdom

Delivery Address:

Clare Kennett
West Dean Parish Council
53 Skylark Avenue
Emsworth
Hampshire
PO10 7GB
United Kingdom

QUOTATION

Ref No. REF31438/1
Estimator Meera Telford
Dated 24/04/2024
Contact Clare Kennett
Tel 07596 884847

Further to our conversation, please find our quotation detailed below...

Re : Flagpole & Installed

Item	Quantity	Description	Unit Price	Total	VAT	Total Inc VAT
A	1	Single Piece Glassfibre Flagpole (6m) Internal Halyard / Hinged base / Gold Finial / Flag Weight	£379.99	£379.99	£76.00	£455.99
B	1	Single Piece Glassfibre Flagpole (6m) Internal Halyard / Hinged base / Gold Finial / Flag Weight	£399.99	£399.99	£80.00	£479.99
C	1	Flagpole Base Cover 350mm diameter 120mm(h) Allows for any flagpole up to 120mm diameter	£49.99	£49.99	£10.00	£59.99
D	1	Delivery DX Parcel	£49.95	£49.95	£9.99	£59.94
					Sub Total	£879.92
					VAT	£175.99
					TOTAL	£1,055.91

Payment Terms: Proforma

Pay by Bank Transfer:

Bank Details: Account Number 30020311 Sort Code: 20-69-34

Pay by Credit or Debit Card:

Maximum £1500 limit. If over £1500 then please pay by BACS. (Unfortunately we cannot take American Express card payments)

Call 02392 237130

This quotation is valid for 30 days.

I look forward to hearing from you in due course...

Yours sincerely,

Meera Telford
Sales Executive

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES TO BUSINESSES OF Hampshire Flag Company Ltd

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:

"Agreement": the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions and the terms of any applicable Specification Document;

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

"Conditions": these terms and conditions as amended from time to time in accordance with clause 20 (Entire Agreement);

"Customer": the organisation who purchases Goods and/or Services from the Supplier;

"Delivery Location" has the meaning given in clause 5.1;

"Force Majeure Event": events, circumstances or causes beyond a party's reasonable control, including acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, pandemic, epidemic or the delay or failure in manufacture, production, or supply by third parties of equipment or services;

"Goods": the goods (or any part of them) set out in the Specification Document;

"Order": the Customer's order to the Supplier for the supply of Goods and/or Service and as provided in the Specification Document;

"Order Confirmation": the Supplier's written acceptance of the Order, including an estimated date and time for the despatch of the Goods and/or commencement of the Services.

"Intellectual Property Rights": all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future wherever in the world;

"Price": the price for the supply of Goods and/or Services as set out in the Specification Document;

"Services": the services supplied by the Supplier to the Customer as set out in the Specification Document;

"Specification Document": a statement of work, quotation or other similar document describing the Goods and/or the Services, the Price and the Delivery Location, to be provided by the Supplier; and

"Supplier": Hampshire Flag Company Limited (company no: 04359902), whose registered office is at Unit 11 Pipers Wood Industrial Park, Waterberry Drive, Waterlooville, Hampshire PO7 7XU.

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

1.3 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to "writing" or "written" excludes fax but includes email.

2 BASIS OF CONTRACT

2.1 These Conditions shall apply to this Agreement and all other contracts for the supply of the Goods and/or Services by the Supplier to the Customer.

2.2 Before the supply of the Goods and/or commencement of the Services the Supplier shall submit to the Customer a Specification Document. Before submitting the Order, the Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Conditions.

2.3 The Order is an offer by the Customer to enter into a binding contract, which the Supplier is free to accept or decline at its absolute discretion. These Conditions shall become binding on the Customer and the Supplier when the Supplier issues the Customer with an Order Confirmation, at which point and on which date the Agreement shall come into existence.

2.4 The Supplier shall use its reasonable endeavours to deliver the Goods and/or complete the Services within estimated time frames but time shall not be of the essence in the delivery of the Goods and/or performance of any Services.

2.5 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3 PRICE AND PAYMENT

3.1 Subject to clause 3.2, the price for the Goods and/or the Services shall be the Price, which shall be inclusive of VAT.

3.2 If an error regarding the Price is noticed by the Customer and/or Supplier in the Specification Document, then the Supplier may issue a new Specification Document to reflect the correct Price.

3.3 The Supplier reserves the right to increase the Price, by giving notice to the Customer at any time before delivery of the Goods and/or completion of the Services, to reflect any increase in the cost of the Goods and/or Services to the Supplier that is due to:

3.3.1 any factor beyond the control of the Supplier (including increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

3.3.2 any request by the Customer to change the Specification Document; or

3.3.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

3.4 In the event that the Customer does not have an approved account with the Supplier, payment of the Price shall be payable at the time of placing the Order.

3.5 In the event that the Customer has an approved account with the Supplier, the Supplier shall invoice the Customer 30 days following delivery of the Goods or completion of the Services (as the case may be).

3.6 Invoiced amounts shall be due and payable within 30 days of the date of invoice in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the contract.

3.7 The Supplier shall be entitled to charge daily interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of 4 % per annum above the base rate of the Bank of England from time to time, or 4% per annum for any period when that base rate is below 0%.

3.8 In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the Goods and/or the Services are supplied.

4 SPECIFICATION OF THE GOODS

4.1 All Goods shall be required only to conform to the specification in the Specification Document.

4.2 No description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier, and no representation written or oral, correspondence or statement not contained in this Agreement shall form part of the Agreement.

4.3 Any Specification Document given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

5 DELIVERY

5.1 Subject to clause 5.2, the Supplier shall deliver the Goods to the location set out in the Specification Document or such other location as the parties may agree ("Delivery Location") at any time after the Supplier notifies the Customer that the Goods are ready.

5.2 The Customer may also collect the Goods from the Supplier's premises if mutually agreed between the Supplier and Customer at any time after the Supplier notifies the Customer that the Goods are ready.

5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location, or when the Customer collects the Goods at the Supplier's premises.

5.4 Delivery of the Goods may be completed in instalments if required. If applicable, this will be agreed with the Customer before the first delivery takes place. Each delivery shall constitute a separate contract and our failure to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more shall not entitle the Customer to treat the Agreement as a whole as repudiated.

5.5 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.6 If the Customer fails to accept delivery of the Goods, or collect the Goods, on two separate occasions of the Supplier attempting to deliver the Goods to the Customer, or notifying the Customer the Goods are ready for collection, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Agreement in respect of the Goods:

5.6.1 delivery of the Goods shall be deemed to have been completed at the time of the second attempt to deliver the Goods by the Supplier to the Customer, or the time of the second notice provided by the Supplier to the Customer that the Goods are ready for collection; and

5.6.2 the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance and a redelivery charge).

5.7 Any delivery costs will be included in the Price.

6 TITLE AND RISK

6.1 All risk in the Goods shall pass to the Customer upon delivery.

6.2 Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7 CUSTOMER'S OBLIGATIONS

7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

7.1.1 co-operate with the Supplier in all matters relating to the delivery of the Goods and/or provision of the Services;

7.1.2 provide the Supplier with any information and materials as reasonably required by the Supplier, and ensure that such information is complete and accurate in all material respects;

7.1.3 obtain all necessary licences, permissions and consents which may be required before the commencement of the Services;

7.1.4 ensure that the terms of the Specification Document and any information it provides in it is complete and accurate;

7.1.5 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services; and

7.1.6 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

7.2 The Customer shall be liable to compensate the Supplier for any costs or expenses incurred by the Supplier as a result of the Customer's failure to comply with clause 7.1 ("Customer Default").

7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer terminates the Agreement otherwise than in accordance with clause 13 (Termination) or cancels the Goods and/or Services, the Customer shall be required to pay to the Supplier as liquidated damages:

7.3.1 the full amount of any costs incurred by the Supplier, including third party costs to which the Supplier has incurred or is committed to, at the date of termination, in respect of cancellations on not less than five Business Days' prior written notice from the agreed delivery date or Service commencement date; and

7.3.2 the full amount of the Price in respect of cancellations on less than five Business Days' written notice from the agreed delivery date or Service commencement date.

7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, or the Customer commits a Customer Default, then the Supplier shall notify the Customer as soon as possible and:

7.4.1 the Supplier shall have no liability for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform its obligations under the Agreement, including the completion of the Services; and

7.4.2 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies such acts or omissions (including the Customer Default where applicable), and to rely on the default (including the Customer Default where applicable) to relieve it from the performance of any of its obligations in each case to the extent the default (including the Customer Default where applicable) prevents or delays the Supplier's performance of any of its obligations, and if applicable, the timetable for the delivery of the Goods and/or completion of the Services will be modified accordingly.

8 ALTERATIONS TO THE SPECIFICATION DOCUMENT

8.1 The parties may at any time mutually agree upon and execute a new Specification Document. Any alterations in the scope of the Goods and/or Services to be provided under this Agreement shall be set out in the new Specification Document, which shall reflect the changed Goods and/or Services, the new Price and any other terms agreed between the parties.

8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 Business Days (or such other period as may be agreed between the parties), advise the Customer by notice in writing of the effect of such alterations, if any, on the Price and any other terms already agreed between the parties.

8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 Business Days of receipt of such notice (or such other period as may be agreed between the parties), advise the Supplier by notice in writing whether or not it wishes to proceed.

8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

9 RETURNS - NON-CUSTOM GOODS ONLY

9.1 Notwithstanding clause 12.2, for non-custom Goods only, if the Customer is not satisfied with the Goods, the Customer may return the Goods to the Supplier at the Customer's own cost for a full refund (excluding any original delivery fees unless the Goods are faulty) upon receipt of returned Goods by the Supplier, if:

9.1.1 the Goods are returned to the Supplier within seven Business Days after Delivery; and

9.1.2 the Goods are unused and in their original condition (including packaging).

9.2 The Customer also has the option for an exchange, subject to clauses 9.1.2 and 9.2.2, for Goods at a price not exceeding the Price.

10 WARRANTY

10.1 The Supplier warrants that as from the date of delivery for a period of 7 days or subject to specific types of Goods and all their component parts, where applicable, are free from any material defects in design, workmanship, construction or materials.

10.2 The Supplier warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

10.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Goods and/or the Services to be provided by the Supplier.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement, including in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

11.2 To the extent that the Goods and/or Services are to be provided in accordance with any documents, information, items, drawings and materials in any form (whether owned by the Customer or a third party) ("Customer Materials") supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement

of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Customer Materials. This clause 11.2 shall survive termination of the Agreement.

12 LIMITATION OF LIABILITY

12.1 Subject to clause 12.3, the total liability of the Supplier to the Customer under this Agreement, whether or not arising out of negligence, shall be limited to £1,000,000 (one million pounds).

12.2 In no event shall the Supplier be liable to the Customer for:

12.2.1 any loss of business, loss of opportunity, harm to goodwill or reputation, loss of profits or for any other indirect or consequential loss or damage whatsoever arising under or in connection with this Agreement, whether in whether in contract, tort (including negligence), breach of statutory duty, or otherwise. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss;

12.2.2 any imperfections of a minor or insignificant nature;

12.2.3 any defect arising because the Customer failed to follow the Supplier's or any third party manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods;

12.2.4 any defect arising as a result of the Supplier following any drawing, design or specification supplied by the Customer;

12.2.5 the Customer altering or repairing such Goods without the written consent of the Supplier;

12.2.6 any defect arising as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; and

12.2.7 the Goods differing from the Specification Document as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

12.3 Nothing in these Conditions shall exclude or limit the Supplier's liability for:

12.3.1 death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors; or

12.3.2 fraud or fraudulent misrepresentation.

13 TERMINATION

13.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement immediately by notice in writing to the other party if:

13.1.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 days of being given written notice from the other party to do so;

13.1.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

13.1.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

13.1.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.1.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.

14 FORCE MAJEURE Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from a Force Majeure Event, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. If the period of delay or non-performance continues for three months, the party not affected may terminate the Agreement by giving 14 days' written notice to the affected party.

15 INDEPENDENT CONTRACTORS The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

16 ASSIGNMENT The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

17 SEVERABILITY If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

18 WAIVER The failure by either party to enforce at any time or for any period any one or more of the terms of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all any other terms of this Agreement.

19 NOTICES

19.1 Any notice to be given by either party to the other may be served by email, personal service or by pre-paid first class post or other next working day delivery service to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing.

19.2 Any notice shall be deemed to have been received:

19.2.1 if sent by email at the time of transmission, or, if this time falls outside the hours of 09:00 and 17:00 ("Business Hours"), when Business Hours resume;

19.2.2 if hand delivered at the time at which the letter was delivered personally; or

19.2.3 if sent by pre-paid first class post or other next working day delivery service, at 09:00 on the second Business Day after posting.

19.3 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.

20 ENTIRE AGREEMENT This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

21 NO THIRD PARTIES Nothing in this Agreement is intended to, nor shall it confer any rights on a third party under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

22 GOVERNING LAW AND JURISDICTION This Agreement shall be governed by and construed in

accordance with the law of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

QUOTATION

Quote To: WEST DEAN PARISH COUNCIL

WEST DEAN PARISH COUNCIL
WEST DEAN PARISH COUNCIL
THE WEST DEAN CENTRE
HIGH STREET
BREAM
LYDNEY
GL15 6JW
UK

HARRISON

FLAGPOLES | EDS | CREATIVE

Grindon Way
Newton Aycliffe
County Durham
DL5 6SH
United Kingdom

01325 355433

www.weareharrisons.com

Deliver To: CLARE KENNETT

WEST DEAN PARISH COUNCIL
THE WEST DEAN CENTRE
HIGH STREET
BREAM
LYDNEY
GL15 6JW
UK

Quote No.:	4/2024 - 7178
Quote Date	11/04/2024
Your Ref.:	
Sales Rep:	Kellyanne Miller
Account No.:	

Item Code	Description	Notes	Quantity	Unit Price	Total
COMP/GF/6M/HD/HBP/INT/MET	6m GF Internal metal door heavy duty pole Hinged Base Comp		1	399.00	399.00
GC/W/A/125/SM	Ground collar white 125mm bore with a small 381mm skirt		1	35.00	35.00

Item Code	Package Type	Delivery Type	Total
D6	Pole(s)	Delivery	35.00

Notes:

LEAD TIME 3-5
DAYS

Lead time is approximately 3-5 working days from receipt of order and advanced payment if applicable. If you require your purchase outside of our standard lead times we will endeavour to achieve this, but an express charge may be incurred.

ENSURE ANY CUSTOM
PRINT FOLLOWS OUR
ARTWORK SETUP
GUIDELINES



TERMS – Quotation is valid for 14 days from date of issue. All amounts are to be paid in Great British Pounds (£). Acceptance of quotation is agreement to our Terms and Conditions of trade.

[Terms and Conditions](#) [Warranty Statement](#)

SUB TOTAL	469.00
VAT	93.80
TOTAL	562.80



Please return your used flags, scrim and other fabric displays to us so we can upcycle them into useful products, in turn reducing the amount of plastics entering landfill.

Find out more at www.weareharrisons.com

It's estimated that:
895,000
tonnes of textile waste
enters landfill each year.

We offer
**environmentally
friendly**
alternatives for all of
our fabrics and materials.

Synthetic polyester
takes more than
100 years
to decompose.

Proud to be the
UK's first
to offer a fabric
upcycling scheme

HARRISON
FLAGPOLES | EDS | CREATIVE





Mrs C Kennett
West Dean Parish Council
53 Skylark Avenue
Emsworth
Hampshire
PO10 7GB

19 April 2024

Dear Clare

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

Executive summary

Following completion of our year-end internal audit on 19 April 2024 we enclose our report for your kind attention and presentation to the council. This report contains details of the additional testing conducted at year-end and should be considered alongside the interim audit report issued following our interim audit on 5 October 2023. The audits were conducted in accordance with current practices and guidelines and testing was risk based. Whilst we have not tested all transactions, our samples have where appropriate covered the entire year to date.

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

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

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

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

Regulation

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

Internal auditing is an independent, objective assurance activity designed to improve an organisation’s operations. It helps an organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes. The purpose of internal audit is to review and report to the authority on whether its systems of financial and other internal controls over its activities and operating procedures are effective.

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

Independence and competence

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

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

Engagement Letter

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

Planning and inherent risk assessment

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

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

Year-End Audit

The year-end audit was conducted remotely. Information was requested from the council in advance of the audit taking place, and this was reviewed along with other information published on the council's website www.westdeanpc.co.uk

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D	BUDGET, PRECEPT AND RESERVES	✓	✓	3
G	PAYROLL	✓	✓	4
H	ASSETS AND INVESTMENTS	✓	✓	4
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Interim Audit - Points Carried Forward

Audit Point	Audit Findings	Council comments on actions taken since interim visit
H. ASSETS AND INVESTMENTS	I noted at the previous internal audit that there are some items with an unknown value, and these should be investigated and either removed from the asset register or an appropriate value assigned before the year-end to ensure the asset register total is correct.	The updated asset register was provided for the final audit, with correcting entries made.

B. FINANCE REGULATIONS, GOVERNANCE AND PAYMENTS**Internal audit requirement**

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

Audit findings

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

Further to the detailed testing conducted at the interim audit, a review of council minutes shows that the council continues to follow its Financial Regulations and approve payments correctly.

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

We discussed assertion 8 on the Annual Governance Statement and whether this had any impact on the council.

"We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements."

The Clerk confirmed that they were not aware of any event having a financial impact that was not included in the accounting statements.

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 received grants from Operation Watershed totalling £58,706 during the year, which has increased their income considerably. Likewise, spending on the flood mitigation project cost £38,670 (net) which has increased the expenditure for the year. These explanation have been provided to the external auditor by the Clerk on the variance analysis form.

At the end of the financial year, the council held £40,036 in earmarked reserves (EMR), with £20,036 of that held as the unspent Operation Watershed grant. The council also held £6,301 on the general reserve at the end of the financial year.

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.

G. PAYROLL

Internal audit requirement

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

Audit findings

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

The Clerk receives a working from home allowance and is reimbursed for expenses, but these amounts are correctly reported in box 6 (all other payments) on the AGAR.

H. ASSETS AND INVESTMENTS

Internal audit requirement

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

Audit findings

I confirmed the asset register total matches that included in box 9 (total fixed assets plus long term investments and assets) on the AGAR. The missing details identified at the interim audit have been updated by the Clerk, and the register is now an accurate reflection of all council assets owned.

The council has no 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

I reviewed the March 2023 bank reconciliation for all accounts and was able to confirm the balances to the bank statements and found no errors.

Year-end balances are within the £85,000 protection limit offered by the Financial Services Compensation Scheme (FSCS).

J. YEAR END ACCOUNTS

Internal audit requirement

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

Audit findings

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

Section 1 – Annual Governance Statement

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

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

Section 2 – Accounting Statements

AGAR box number		2022/23	2023/24	Internal Auditor notes
1	Balances brought forward	35,887	34,628	Agrees to 2022/23 carry forward (box 7)
2	Precept or rates and levies	13,230	13,892	Figure confirmed to central precept record
3	Total other receipts	3,294	61,070	Agrees to underlying accounting records
4	Staff costs	6,099	6,540	Agrees to underlying accounting records. Includes only expenditure allowed as staff costs (see section G)
5	Loan interest/capital repayments	0	0	Confirmed to PWLB documents
6	All other payments	11,684	56,713	Agrees to underlying accounting records
7	Balances carried forward	34,628	46,337	Casts correctly and agrees to balance sheet
8	Total value of cash and short-term investments	34,628	46,337	Agrees to bank reconciliation for all accounts
9	Total fixed assets plus long-term investments and assets	44,241	44,355	Matches asset register total and changes from previous year have been traced
10	Total borrowings	0	0	Confirmed to PWLB documents
11a	Disclosure note re Trust Funds (including charitable)	NO	NO	No – the council is not a sole trustee
11b	Disclosure note re Trust Funds (including charitable)	N/A	N/A	N/A – the council is not a sole trustee

Audit findings

The year-end accounts have been correctly prepared on a receipts and payments basis with no requirement to complete the box 7 and 8 reconciliation.

The AGAR correctly casts and cross casts and last year's comparatives match the figures submitted for 2022/23 and published on the council website, although the 2022/23 totals for boxes 7 and 8 have been amended to the correct figure of £34,628.

The variance analysis has been completed to explain the variances exceeding 15% where required, and in my opinion, contains sufficient narrative and quantitative information for the External Auditor.

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

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

Audit findings

The council correctly declared itself exempt in 2022/23 as both its income and expenditure were below £25,000. The Exemption Certificate is published on the council's website.

Due to the increased income and expenditure for 2023/24 relating to the grant and subsequent flood mitigation works, the council is unable to exempt itself from a limited assurance review this year and the Clerk has correctly completed the full AGAR form 3 for submission to the external auditor.

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

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

Audit findings

For 2023/24, the council's turnover exceeded £25,000. It is recommended best practice to follow the Local Government Transparency Code 2015, but not a statutory requirement and therefore not subject to verification during the internal audit.

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

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

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

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

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

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

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

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

Audit findings

Inspection – key dates	2022/23 Actual	2023/24 Proposed
Date AGAR signed by council	23 May 2023	8 May 2024
Date inspection notice issued	4 June 2023	31 May 2024
Inspection period begins	5 June 2023	3 June 2024
Inspection period ends	14 July 2023	12 July 2024
Correct length (30 working days)	Yes	Yes
Common period included (first 10 working days of July)	Yes	Yes

I am satisfied the requirements of this control objective were met for 2022/23, and assertion 4 on the Annual Governance Statement can therefore be signed off by the council.

I was able to confirm that the proposed dates for 2023/24 meet the statutory requirements.

Achievement of control assertions at year-end audit date

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

	INTERNAL CONTROL OBJECTIVE	YES	NO	NOT COVERED
A	Appropriate accounting records have been properly kept throughout the financial year	✓		
B	This authority complied with its Finance 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 2022/23, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")</i>	✓		
L	The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation	✓		
M	The authority, during the previous year (2022/23) correctly provided for the period for the exercise of public rights as required by the Accounts and Audit Regulations <i>(evidenced by the notice published on the website and/or authority approved minutes confirming the dates set)</i> .	✓		
N	The authority has complied with the publication requirements for 2022/23 AGAR.	✓		
O	Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓

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

Yours sincerely



Andy Beams

Mulberry Local Authority Services Ltd

Year-End Audit - Points Carried Forward

Audit Point	Audit Findings	Council comments
None		

Annual Internal Audit Report 2023/24

West Dean Parish Council

www.westdeanpc.co.uk

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

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

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

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

Date(s) internal audit undertaken

05/10/2023 19/04/2024

Name of person who carried out the internal audit

A Beams, Mulberry LAS Ltd

Signature of person who carried out the internal audit



Date

19/04/2024

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

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

Section 1 – Annual Governance Statement 2023/24

We acknowledge as the members of:

West Dean Parish Council

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

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

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

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

08/05/2024

and recorded as minute reference:

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

Chair

Clerk

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West Dean Parish Council 2023-24: Budget monitoring report

1. Profit and loss budget v actuals

Barclays	2022-23	2023-24	2023-24			
	YTD	YTD	Budget	% of Budget	Variance £	Variance %
Income						
Precept	£13,320.00	£13,891.50	£13,891.50	100.0%	£571.50	4%
Cemetery	£0.00	£400.00	£0.00		£400.00	
Grants/Earmarked Reserves	£500.00	£59,106.56	£0.00		£58,606.56	11721%
Misc. income	£1,000.00	£66.00	£0.00		£-934.00	-93%
VAT reimbursed	£1,781.04	£1,434.52	£0.00		£-346.52	-19%
Total income:	£16,601.04	£74,898.58	£13,891.50	539.2%		
Expenditure						
Subs, S137 & S142	£136.24	£144.35	£144.35	100.0%	£8.11	6%
Cemetery	£2,530.00	£2,600.00	£2,550.00	102.0%	£70.00	3%
Capital schemes	£4,091.98	£0.00	£3,250.00	0.0%	£-4,091.98	-100%
Services	£1,003.10	£1,814.84	£1,300.00	139.6%	£811.74	81%
Communications	£1,152.97	£2,209.54	£2,187.20	101.0%	£1,056.57	92%
Administration	£1,307.83	£2,269.42	£1,613.80	140.6%	£961.59	74%
Employment	£6,098.85	£6,539.92	£6,324.40	103.4%	£441.07	7%
Grants/Earmarked Reserves	£0.00	£39,070.24	£0.00	0.0%	£39,070.24	
VAT to claim on expenditure	£1,461.58	£8,604.85	£0.00	0.0%	£7,143.27	489%
Total expenditure:	£17,782.55	£63,253.16	£17,369.75	364.2%		
Income over expenditure	£-1,181.51	£11,645.42	£-3,478.25			

Barclays	2022-23	2023-24
Balance forward (Bfwd)	£0.00	£28,412.51
Income	£3,281.04	£74,898.58
Expenditure	£17,782.55	£-63,253.16
Carry forward (Cfwd)	£28,412.51	£40,057.93
Santander	2022-23	2023-24
Balance forward (Brwd)	£0.00	£6,216.01
Income	£13.30	£63.18
Expenditure	£0.00	£0.00
Carry forward (Cfwd)	£6,216.01	£6,279.19
Total cash in both accounts	£34,628.52	£46,337.12

2. Earmarked reserves

	Bfwd	Income	Expenditure	Transfers	Cfwd
General reserve	£14,628.52	£15,855.20	£-24,182.92		£6,300.80
Village gateways, speeding, cemetery	£20,000.00	£0.00	£0.00	£0.00	£20,000.00
Operation Watershed 2023	£0.00	£38,670.24	£38,670.24	£0.00	£0.00
Operation Watershed 2024	£0.00	£20,036.32	£0.00	£0.00	£20,036.32
Grants	£0.00	£400.00	£400.00	£0.00	£0.00
Total earmarked reserves	£20,000.00	£59,106.56	£39,070.24	£0.00	£40,036.32
Total general reserve + total earmarked reserve =					£46,337.12
Final balances	£34,628.52	£74,961.76	£-63,253.16	£0.00	£46,337.12

Smaller authority name: West Dean Parish Council

**NOTICE OF PUBLIC RIGHTS AND PUBLICATION
OF UNAUDITED ANNUAL GOVERNANCE &
ACCOUNTABILITY RETURN**

ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2024

**Local Audit and Accountability Act 2014 Sections 26 and 27
The Accounts and Audit Regulations 2015 (SI 2015/234)**

NOTICE	NOTES
<p>1. Date of announcement <u>FRIDAY 31 MAY 2024</u> (a)</p> <p>2. Each year the smaller authority's Annual Governance and Accountability Return (AGAR) needs to be reviewed by an external auditor appointed by Smaller Authorities' Audit Appointments Ltd. The unaudited AGAR has been published with this notice. As it has yet to be reviewed by the appointed auditor, it is subject to change as a result of that review.</p> <p>Any person interested has the right to inspect and make copies of the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records must be made available for inspection by any person interested. For the year ended 31 March 2024, these documents will be available on reasonable notice by application to:</p> <p>(b) <u>CLARE KENNETT, PARISH CLERK</u> <u>WESTDEANPC@YAHOO.COM 07596 884847</u> <u>WEST DEAN PARISH COUNCIL, C/O WEST DEAN</u> <u>COLLEGE, WEST DEAN, CHICHESTER, PO18 0QZ</u> commencing on (c) <u>MONDAY 3 JUNE 2024</u></p> <p>and ending on (d) <u>FRIDAY 12 JULY 2024</u></p> <p>3. Local government electors and their representatives also have:</p> <ul style="list-style-type: none"> • The opportunity to question the appointed auditor about the accounting records; and • The right to make an objection which concerns a matter in respect of which the appointed auditor could either make a public interest report or apply to the court for a declaration that an item of account is unlawful. Written notice of an objection must first be given to the auditor and a copy sent to the smaller authority. <p>The appointed auditor can be contacted at the address in paragraph 4 below for this purpose between the above dates only.</p> <p>4. The smaller authority's AGAR is subject to review by the appointed auditor under the provisions of the Local Audit and Accountability Act 2014, the Accounts and Audit Regulations 2015 and the NAO's Code of Audit Practice 2015. The appointed auditor is:</p> <div style="display: flex; align-items: center; justify-content: center;">  <div style="font-size: 24px; font-weight: bold; margin-left: 10px;">MOORE</div> </div> <p>Moore (Ref AP/HD) Rutland House Minerva Business Park Lynch Wood Peterborough PE2 6PZ</p> <p>5. This announcement is made by (e) <u>CLARE KENNETT, PARISH CLERK</u></p>	<p>(a) Insert date of placing of the notice which must be not less than 1 day before the date in (c) below</p> <p>(b) Insert name, position and address/telephone number/ email address, as appropriate, of the Clerk or other person to which any person may apply to inspect the accounts</p> <p>(c) Insert date, which must be at least 1 day after the date of announcement in (a) above and extends for a single period of 30 working days (inclusive) ending on the date appointed in (d) below</p> <p>(d) The inspection period between (c) and (d) must also include the first 10 working days of July.</p> <p>(e) Insert name and position of person placing the notice – this person must be the responsible financial officer for the smaller authority</p>

Section 2 – Accounting Statements 2023/24 for

West Dean Parish Council

	Year ending		Notes and guidance
	31 March 2023 £	31 March 2024 £	
1. Balances brought forward	35,887	34,628	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	13,230	13,892	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	3,294	61,070	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	6,099	6,540	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	11,684	56,713	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	34,628	46,337	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	34,628	46,337	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	44,241	44,355	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

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

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

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



Date

19/04/2024

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

08/05/2024

as recorded in minute reference:

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

1. Payments for approval, 8 May 24		Total	Net	VAT
BACS	Confidential payments May 24	482.32	482.32	0.00
BACS	Working from home allowance May 24	18.00	18.00	0.00
BACS	HMRC May 24	120.40	15.00	0.00
BACS	Chichester Payroll Services May 24	15.00	15.00	0.00
BACS	Mileage May 24	26.78	26.78	0.00
BACS	MS 365 May 24	12.36	10.30	2.06
BACS	O2 mobile phone May 24	21.00	17.50	3.50
		695.86	584.90	5.56

2. Payments made since the last meeting, 13 March 24

		Total	Net	VAT
BACS	Confidential payments April 24	482.32	482.32	0.00
BACS	Working from home allowance April 24	18.00	18.00	0.00
BACS	HMRC April 24	120.40	120.40	0.00
BACS	Chichester Payroll Services April 24	15.00	15.00	0.00
BACS	MS 365 April 24	12.36	10.30	2.06
BACS	O2 mobile phone April 24	21.00	17.50	3.50
BACS	K Goacher grass cutting April 24	900.00	750.00	150.00
BACS	Newton Newton Flags, D-Day flag of peace	34.80	29.80	5.00
BACS	Second class postage cemetery notices to Cllr Corbett	1.55	1.55	0.00
BACS	Mulberry & Co, final internal audit 2023/24	156.00	130.00	26.00
BACS	WSALC & NALC subscription 2024/25	140.90	140.90	0.00
		1,902.33	1,715.77	186.56

3. Receipts since the last meeting, 13 March 24

BACS	Aerial Direct mobile phone discount 17/04/24	3.00		
BACS	Aerial Direct mobile phone discount 18/03/24	3.00		
BACS	SDNPA CIL 2024/25	1,612.98		
BACS	CDC 1st Precept payment 2024/25	8,678.50		
BACS	VAT refund quarter 3 2023/24	7,901.69		
BACS	Santander bank interest	5.38		
		18,204.55		

4. Bank reconciliation

Barclays

Balance per statement 30/04/24	£56,351.77
Less outstanding payments	£0.00
Add outstanding receipts	£0.00
Add petty cash	£0.00
Revised bank	£56,351.77

Cashbook control

Balance forward 01/04/24	£40,057.93
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Add total receipts to date	£18,196.17
Less total payments to date	<u>£1,902.33</u>
Cashbook at 30/04/24	<u>£56,351.77</u>

Santander

Balance per statement 01/05/24	£6,284.57
Less outstanding payments	£0.00
Add outstanding receipts	£0.00
Add petty cash	<u>£0.00</u>
Revised bank	<u>£6,284.57</u>

Cashbook control

Balance forward 01/04/24	£6,279.19
Add total receipts to date	£5.38
Less total payments to date	<u>£0.00</u>
Cashbook at 01/05/24	<u>£6,284.57</u>

<u>Total in both accounts</u>	<u>62,636.34</u>
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West Dean Parish Council, 8 May 2024

Item 20. Annual review of fees, charges and regular payments

1. Fees and charges (income)

To comply with Financial Regulation 9.3, the Council will review all fees and charges at least annually following a report of the Clerk.

The note that the Council charges fees at the Cemetery which are currently being reviewed by the Council.

2. Regular payments

To comply with Financial Regulation 5.6, each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.

The Clerk would like to bring to the attention of members the standing orders/direct debits that are set up for the Council:

- Clerk's monthly salary (standing order)
- Monthly payment to HMRC for payment of income tax (standing order)
- Monthly payment to Chichester Payroll Services (standing order)
- Monthly payment to Microsoft 365 (standing order)
- Monthly payment to O2 for Council's mobile phone (direct debit)