



PATCHWAY TOWN COUNCIL
Callicroft House, Patchway, Bristol, BS34 5DQ
www.patchwaytowncouncil.gov.uk

Tuesday 13th June 2023

Dear Cllr Dayley Lawrence, Cllr Patrick Cottrell, Cllr Ken Dando, Cllr Natalie Field, Cllr Daniel Fry, Cllr Eric Gordon, Cllr Jenny James, Cllr Pete Knight, Cllr Roger Loveridge, Cllr Elaine Martin, Cllr Angela Morey, Cllr Sam Scott, Cllr Toni Scott, Cllr Isobel Walker and Cllr Roland Walker.

You are summoned to attend the Meeting of Patchway Town Council on Tuesday 20th June 2023 at 7pm at Callicroft House, Patchway and the agenda is provided below.

Yours sincerely,

Jack Turner BA.Hons. Cert.CiLCA. PSLCC.
Town Clerk and Responsible Finance Officer

AGENDA

1. To receive questions from the members of the public present, with respect to business on the agenda in accordance with Standing Order 4E.
2. To receive any apologies for absence.
3. To receive any Declarations of Interest and to approve any dispensations for this meeting.
4. To approve the minutes of the Annual Meeting of Patchway Town Council meeting held on Tuesday 16th May 2023 and to receive the Clerk/RFO's report for this meeting.
5. To consider and approve annual accounts and annual procedures:
 - a) **To note the Internal Auditor's report section** of the AGAR 2022/2023.
 - b) To receive and approve the Annual Governance Statement 2022/2023.
 - c) To receive and approve the Accounting Statements for 2022/2023 and to receive the explanations of variances.
 - d) To note the period of public rights and publication of the Annual Governance and Accountability return.
 - e) To review Patchway Town Council's earmarked reserves.
6. To approve the expenditure report and authorise payments.

Patchway is Twinned with Clermont l'Herault and Gauting.





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7. To consider the electoral arrangements for Patchway Town Council, taking into consideration the Community Governance Review that has been recently undertaken.
8. To consider the quotation report for the Main Insurance Policy renewal.
9. To consider the quotation report on outdoor machinery.
10. To receive any reports from South Gloucestershire Councillors, Local Organisations or Working Groups.
 - a) South Gloucestershire Councillors report on items relating to Patchway.
 - b) Youth Work Working Party.
 - i. To consider the recommendation from the Youth Work Working Party meeting on 12th June 2023, to approve £2500 of funding towards South Gloucestershire Playscheme and to ringfence £2500 towards improvements to Patchway Youth Centre.
 - c) Patchway Town Council Events.
 - d) Patchway Community Hub.
 - e) Friends of Patchway Twinning Group.
 - f) Almondsbury Joint Burial Committee.
 - i. To consider if Patchway Town Council will consider an unconditional offer for the land or to cease negotiations on the purchase of land.
 - g) Alderman Scott Awards.
 - h) Patchway Army Cadets – Mayoral Cadet
11. To note the date of the next Meeting of Patchway Town Council will be held on Tuesday 18th July 2023 at 7pm at Callicroft House
12. **To resolve that in accordance with the provision of Schedule 12A of the Local Government Act 1972, Section 5 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations, the public and press be excluded during consideration of the following agenda items.**
13. To consider the recommendations from the Personnel Committee meeting held on Wednesday 31 May 2023.

Patchway is Twinned with Clermont l'Herault and Gaunting.



PATCHWAY TOWN COUNCIL

Draft Minutes of the Annual Meeting of Patchway Town Council held on the Tuesday 16th May 2023 at 19:00 at Callicroft House, Patchway.

Councillors: Cllr Dayley Lawrence (Chair), Cllr Patrick Cottrell, Cllr Ken Dando, Cllr Natalie Field, Cllr Daniel Fry, Cllr Eric Gordon, Cllr Jenny James, Cllr Pete Knight, Cllr Roger Loveridge, Cllr Elaine Martin, Cllr Angela Morey, Cllr Sam Scott, Cllr Toni Scott, Cllr Isobel Walker and Cllr Roland Walker

In attendance: J Turner (Town Clerk and RFO), J Watkins (Deputy Town Clerk)

Members of the Public: Three

As the time was 19:00, the Chair, Cllr D Lawrence called the meeting to order and informed all participants that the meeting would be recorded in line with The Openness of Local Government Regulations 2014 (SI2014/2095) and Patchway Town Council's protocol on the filming and recording of Town Council, Committee and Sub- Committee meetings.

16/05/2023 - No 1 To elect a Chairman to Patchway Town Council for the ensuing year and to receive the Chairman's declaration of acceptance of office.

Councillors proposed Cllr D Lawrence to fulfil the role of Chairman/Mayor for the ensuing year and this was seconded.

RESOLVED: It was unanimously agreed by a majority to elect Cllr D Lawrence as Chairman to Patchway Town Council for the ensuing year.

Upon being elected, Cllr D Lawrence signed the Chairman's declaration of acceptance of office and this was duly signed by the Town Clerk.

Cllr D Lawrence assumed the Chair for the meeting.

16/05/2023 - No 2 To elect a Vice-Chairman to Patchway Town Council for the ensuing Year.

Councillors proposed Cllr S Scott to fulfil the role of Vice-Chairman for the ensuing year and this was seconded.

RESOLVED: It was unanimously agreed by a majority to elect Cllr S Scott as Vice Chairman to Patchway Town Council for the ensuing year.

16/05/2023 – No 3 To receive the applications for Co-Option to the Callicroft Ward of Patchway Town Council.

- a) **To receive a short presentation from Candidate A on why they should be co-opted onto Patchway Town Council.**

Pete Knight presented himself to the Council with case for being co-opted onto Council. Question from Cllr Gordon on the length of charity status of Pete Knight's co-founder charity Aura Ion Foundation.

- b) **To receive a short presentation from Candidate B on why they should be co-opted onto Patchway Town Council.**

Daniel Fry presented himself to the Council with case for being co-opted onto Council. Questions from Cllr Gordon asked if Daniel Fry has ever been banned from public office, or any criminal offences or convictions to declare.

- c) **To resolve to co-opt two candidates to Patchway Town Council.**
RESOLVED: It was unanimously agreed to co-opt Pete Knight onto Patchway Town Council for the ensuing year.
RESOLVED: Council unanimously agreed to co-opt Daniel Fry onto Council for the ensuing year.
- d) **To receive the co-opted Councillors Declaration of Acceptance of Office.**
Cllrs Knight and Fry signed the Councillors Declaration of Acceptance of Office in the presence of the Town Clerk

16/05/2023 - No 4 To receive questions from the members of the public present.

A member of the public asked if the Council was working in conjunction with and supporting Snack Attacks and the Patchway Sports & Social Club through the Super Slide Inflatables event on 12 May, and why support was not afforded other businesses across the town.

The Town Clerk responded that Snack Attacks and PSSC lease buildings from the Council and it was in the interest of residents that both businesses thrive in order that fair rental can be charged leading to Council income and reducing the precept.

A member of the public asked if the temporary structure at the back of Clermont Close would be removed as per planning appeal

The Town Clerk responded that the Parks, Open Spaces, Transport & Planning Committee will add this item to their next agenda to decide if the unit is still required. Planning advice will be sought.

16/05/2023 - No 5 To receive any apologies for absence.

None received.

16/05/2023 - No 6 To receive any Declarations of Interest.

The Chairman stated that any member having a disclosable pecuniary interest in a matter to be discussed should declare it during the meeting as specified in the Code of Conduct required by the Localism Act 2011 Section 27 and should leave the room while the matter was discussed.

Cllr S Scott declared potential interest in Insurance items due to working for an insurance broker. Cllr K Dando declared interest as a member of the Patchway & Charlton Hayes Sports Association. Cllr Loveridge declared interest as member of the Patchway & Charlton Hayes Sports Association and Chairman of the Patchway Partnership Meetings.

16/05/2023 - No 7 To consider and approve any dispensations for this meeting.

RESOLVED: Council unanimously agreed to approve dispensations for this meeting with one abstention. Cllr S Scott to leave the room on Items 16, 17 and 19.

16/05/2023 - No 8 To approve the minutes of the Patchway Town Council meeting held on Tuesday 21st March 2023 and to receive the Clerk/RFO's report for this meeting.

The Town Clerk stated that current telephone line would be disconnected due to South Gloucestershire Council moving to a VOIP system. Patchway Town Council would move to a mobile based solution for an interim period.

RESOLVED: It was agreed by a majority with four abstentions to approve the minutes as a true and accurate record. The action report was noted.

16/05/2023 – No 9 To review the Terms of Reference for the Standing Committees of Patchway Town Council.

- a) **Finance Committee.**
Councillors debated this item in depth. There were was a proposal to change the Terms of Reference to accommodate Monthly Finance Committee meetings, which was seconded.

RESOLVED: It was agreed by a majority, with seven votes in favour to retain. The proposal to have monthly meetings had six votes in favour.

b) **Parks, Open Spaces, Planning and Transport Committee.**

RESOLVED: It was unanimously agreed to retain quarterly meetings as per Terms of Reference.

c) **Personnel Committee.**

RESOLVED: It was agreed by a majority with one abstention to approve the Terms of Reference.

16/05/2023 - No 10 To approve Standing Committees of the Council and appoint Members of the Council to service the committees and to commence meetings from July 2023.

a) **To elect members of the Council to the Finance Committee.**

RESOLVED: It was unanimously agreed to appoint Cllr D Lawrence, Cllr S Scott, Cllr N Field, Cllr P Cottrell, Cllr J James and Cllr E Gordon onto Finance Committee

b) **To elect members of the Council to the Parks, Open Spaces, Planning and Transport Committee.**

RESOLVED: It was unanimously agreed to appoint Cllr P Knight, Cllr N Field, Cllr E Martin, Cllr R Loveridge, Cllr J James and Cllr P Cottrell onto Parks, Open Spaces, Planning and Transport Committee

c) **To elect members of the Council to the Personnel Committee.**

RESOLVED: It was unanimously agreed to appoint Cllr N Field, Cllr E Martin, Cllr T Scott, Cllr J James and Cllr R Loveridge onto Personnel Committee

16/05/2023 - No 11 To appoint council representatives for the following organisations or internal roles:

a) **Almondsbury Joint Burial Committee (5)**

RESOLVED: It was unanimously agreed to appoint Cllr Martin, Cllr R Walker, Cllr James, Cllr K Dando, Cllr P Cottrell onto Almondsbury Joint Burial Committee

b) **Avon Local Councils Association (2)**

RESOLVED: It was unanimously agreed to appoint Cllr E Gordon and Cllr N Field onto Avon Local Councils Association

c) **Bromford Housing Representative (1)**

RESOLVED: It was unanimously agreed to appoint Cllr D Lawrence and Cllr I Walker onto Bromford Housing Representative

d) **Coniston Community Association (1)**

RESOLVED: It was unanimously agreed to appoint Cllr D Lawrence onto Coniston Community Association

e) **Community Engagement Forum (2)**

RESOLVED: It was unanimously agreed to appoint Cllr N Field and Cllr D Lawrence onto the Community Engagement Forum

f) **Patchway Town Council Events Working Group (4)**

RESOLVED: It was unanimously agreed to appoint Cllr T Scott, Cllr D Lawrence, Cllr A Morey and Cllr D Fry onto Patchway Town Council Events Working Group

- g) **Patchway Community Association (2)**
RESOLVED: It was unanimously agreed to appoint Cllr Dando and Cllr Cottrell onto Patchway Community Association
- h) **Patchway and Charlton Hayes Community Sports Association (1)**
RESOLVED: It was unanimously agreed to appoint Cllr J James onto Patchway and Charlton Hayes Community Sports Association
- i) **Patchway Partnership Meeting (Formerly PN Group) (1)**
RESOLVED: It was unanimously agreed to appoint Cllr E Martin onto Patchway Partnership Meeting
- j) **Friends of Patchway Twinning Group (3)**
RESOLVED: It was unanimously agreed to appoint Cllr E Martin, Cllr N Field and Cllr A Morey onto Friends of Patchway Twinning Group
- k) **The Grants Working Party (5)**
RESOLVED: It was unanimously agreed to appoint Cllr S Scott, Cllr J James, Cllr R Loveridge, Cllr A Morey and Cllr K Dando onto the Grants Working Party
- l) **Youth Work Working Party (5)**
RESOLVED: It was unanimously agreed to appoint Cllr D Fry, Cllr R Loveridge, Cllr A Morey, Cllr P Cottrell and Cllr J James onto Youth Work Working Party
- m) **Quarterly Internal Controls Check (1)**
RESOLVED: It was unanimously agreed to appoint Cllr E Martin for Quarterly Internal Controls Check
- n) **Almondsbury Charity (1) (Elected in 2022)**
This position was elected in 2022 with Lew Grey being the Council's representative
- o) **Patchway Town Council Media Officers (3)**
RESOLVED: It was unanimously agreed to appoint Cllr D Lawrence, Cllr N Field and Cllr S Scott as Patchway Town Council Media Officers
- p) **NatWest Bankline Payment Authorisers (4)**
RESOLVED: It was unanimously agreed to appoint Cllr D Lawrence, Cllr K Dando, Cllr A Morey, Cllr R Walker and Cllr E Gordon as NatWest Bankline Payment Authorisers
- q) **Community Cohesion Action Group (2)**
RESOLVED: It was unanimously agreed to appoint Cllr J James and Cllr E Gordon onto Community Cohesion Action Group
- r) **Avon Pension Fund (1)**
No interest was shown.

16/05/2023 - No 12 To consider the re-adoption of the following policies and strategies:

- a) Standing Orders
- b) Financial Regulations
- c) Mayoral Charity Policy
- d) Play Area Inspection Policy
- e) Business Continuity and Disaster Recovery Policy
- f) Document Management and Archive Policy

- g) Management of Contractors Policy
- h) Debit Card Policy
- i) Honorary Freeman Procedure
- j) Reserves Policy
- k) Code of Conduct for Members
- l) Risk Management Policy
- m) Publication Scheme
- n) Media and Publicity Policy
- o) Investment Strategy
- p) Equality and Diversity Policy
- q) Use of Trade Card Policy
- r) Use of Fuel Card Policy
- s) Social Media Policy
- t) Payment and Receipts Policy
- u) Freedom of Information Policy
- v) Recording of Meetings Protocol
- w) Community Award Protocol
- x) CCTV Policy
- y) Modern Slavery Charter
- z) Communications Policy
- aa) Complaints Policy
- bb) Volunteering Policy
- cc) Fair Use Policy
- dd) Planning Applications Procedure
- ee) Employers Pension Discretions
- ff) Grievance Policy
- gg) Disciplinary Policy
- hh) Redundancy Policy
- ii) Communications for Employees Policy
- jj) Time Off in Lieu Policy
- kk) Absence Management Policy
- ll) Use of Council Equipment Policy
- mm) Home Working Policy
- nn) Bereavement Leave Allowance
- oo) Lone Working and Staff Safeguarding
- pp) Whistleblowing Policy
- qq) Member/Officer Protocol
- rr) Code of Conduct for Employees
- ss) PPE Policy
- tt) COSHH Policy
- uu) Manual Handling Policy
- vv) Fire Policy
- ww) Health and Safety Policy
- xx) Stress Policy
- yy) Bullying and Harassment Policy
- zz) GDPR Policy
- aaa) Risk Register
- bbb) Safeguarding Policy
- ccc) Financial Procedures
- ddd) Grant Awarding Policy
- eee) Scheme of Delegation

RESOLVED: It was unanimously agreed to adopt all of the policies above.

16/05/2023 - No 13 To consider the Internal Audit Report for the financial year ending March 2023.
The Council noted the Internal Audit Report with no recommendations arising from the report. The Chairman passed on the thanks to the Town Council staff and Councillors for their hard work on achieving this.

16/05/2023 – No 14 To consider and approve annual accounts and annual procedures:

- a) **To note the Internal Auditor’s report section of the AGAR 2022/2023.**
- b) **To receive and approve the Annual Governance Statement 2022/2023.**
- c) **To receive and approve the Accounting Statements for 2022/2023 and to receive the explanations of variances.**
- d) **To note the period of public rights and publication of the Annual Governance and Accountability return.**
- e) **To review Patchway Town Council’s earmarked reserves.**

This item is deferred to next Council Meeting due to awaiting the financial reports from Almondsbury Joint Burial Committee.

16/05/2023 – No 15 To confirm that Patchway Town Council meets criteria for the General Power of Competence and resolves to adopt this power.

Cllr R Walker asked if the Council would still be eligible when current Town Clerk leaves in June. Clerk confirmed that GPOC is in place at the time of the new Council until end of Council Term being April 2027.

RESOLVED: It was unanimously agreed to resolve to adopt this power

Prior to the next item, Cllr S Scott left the meeting.

16/05/2023 – No 16 To appoint an Internal Auditor for the financial year ending 31st March 2024.

RESOLVED: It was unanimously agreed to re-appoint Auditing Solutions Ltd as Internal Auditor

16/05/2023 – No 17 To confirm insurance arrangements for the 2023/2024 Financial Year:

- a) **Main Insurance Policy.**
The Council noted that the main policy was due for renewal in July 2023 and quotes have been obtained for the June meeting. The Council noted that the fleet insurance policy was in a long term agreement until April 2026.
- b) **Fleet Insurance Policy.**

RESOLVED: It was agreed by a majority with one abstention to confirm Zurich Insurance

Cllr S Scott returned to the meeting.

16/05/2023 – No 18 To carry out the Annual Review of Arrangements with other local authorities, not-for-profit bodies and businesses.

The Town Council noted the Review. Cllr R Walker pointed out the TV Licence needs to be included in Subscriptions Held.

Prior to the next item, Cllr S Scott left the meeting.

16/05/2023 – No 19 To carry out the Annual Review of Patchway Town Council’s Preferred Suppliers List.

RESOLVED: It was agreed by a majority with one abstention to retain the Preferred Suppliers List.

Cllr S Scott returned to the meeting

16/05/2023 – No 28 To review the terms and conditions for 2023/2024 for the following facilities:

- a) Football Pitch Hire.
- b) The Jason Franklin 3G Facility.
- c) The Twin-Lane Cricket Net Facility.
- d) Patchway Town Council Room Hire.

RESOLVED: It was unanimously agreed to approve the terms and conditions

Cllr E Gordon left the meeting at 8.35pm.

16/05/2023 – No 29 To receive any reports from South Gloucestershire Councillors, Local Organisations or Working Groups.

- a) **South Gloucestershire Councillors report on items relating to Patchway.**
Cllr S Scott provided an update that the Council is yet to form but would be meeting next week, with a fuller update to follow next month.
- b) **Three Year Plan review.**
The Town Clerk reported final year of Plan with the majority of items completed.

Strategic Three Year Plan Summary		Key			
This document will be an appendix to the 3 year strategic plan document and should be read with that document and informed by the budget document.		Pending	Implemented	Fully Complete	
Priority Projects	Outside Areas	Planning in Patchway	Community Engagement	Finance, Democracy and Governance	Human Resource and Management
Responsible Committee	Parks and Planning	Parks and Planning	Full Council	Finance Committee	Personnel Committee
Redevelopment of Patchway Community Centre	Maintenance of Sports Equipment	Challenging SGC on pavement parking.	Monthly Newsletter	Local Council Award Scheme	Review of Health and Safety
Scott Park Pavilion Project	Upgrade and install exercise equipment	Road Surfacing	Patchway Festival	Review of all Governance Documents	Continuing Professional Development
	Compound Container		Social Media		Development of Policies
	Charlton Hayes		Live Streaming Meetings		Staff Capacity
	The Parade		Community Events		
	Rodway Road		Flyers and Leaflets.		
	Tree Survey				
	Play Area Strategy				
	The Town's Planters				
	Allotment Container				
	Tree giveaway project.				
	Local Nature Action Plan				
	Wildflower Meadows				
Priority Projects	Outside Areas	Planning in Patchway	Community Engagement	Finance, Democracy and Governance	Human Resource and Management
Responsible Committee	Parks and Planning	Parks and Planning	Full Council	Finance Committee	Personnel Committee
Redevelopment of Patchway Community Centre	Tree Planting	Bus Shelters	Monthly Newsletter	Local Council Award Scheme	Review of Health and Safety
Scott Park Pavilion Project	Wildflower Meadows	Christmas Lights	Patchway Festival	Review of all Governance Documents	Continuing Professional Development
	Tree Pruning in Patchway	Road Surfacing	Social Media		Development of Policies
	Open Area (MAP)	Benches for Charlton Hayes	Live Streaming Meetings		Staff Capacity
	Tree Survey for all areas		Community Events		
	Tree giveaway project.		Flyers and Leaflets.		
	Local Nature Action Plan		Housing		
Priority Projects	Outside Areas	Planning in Patchway	Community Engagement	Finance, Democracy and Governance	Human Resource and Management
Responsible Committee	Parks and Planning	Parks and Planning	Full Council	Finance Committee	Personnel Committee
	Scott Park Access Gates	Road Surfacing	Monthly Newsletter	Review of all Governance Documents	Review of Health and Safety
	Scott Park Lighting	Revamping The Parade	Patchway Festival		Continuing Professional Development
	Tree giveaway project.		Social Media		Development of Policies
	Local Nature Action Plan		Live Streaming Meetings		Staff Capacity
			Community Events		
			Flyers and Leaflets		

- c) **Coniston Community Association.**
The Annual Report and Accounts were circulated to all members.

- d) **Patchway Community Association.**
No update provided.
- e) **Avon Local Council's Association.**
Chief Executive Officer Deborah White planning to retire soon. New CEO being sought.
- f) **Community Engagement Forum.**
No update provided.
- g) **Patchway Partnership Meeting.**
No update provided.
- h) **Youth Work Working Party.**
FACE Charity submitted funding proposals to Council.
RESOLVED: It was unanimously agreed to defer decision to Youth Work Working Party to consider and report back to next Full Council
- i) **Patchway Town Council Events.**
The Town Clerk Jack Turner reported on successful inflatables events at Scott Park in May, and Platinum Party in the Park programme being finalised for 8 July 2023.
- j) **Patchway Community Hub.**
 - i. To consider the future of this project.
Cllr I Walker stated that due to her election to South Gloucestershire Council she would have limited time at present to oversee the running of the room and this would now be down to the trusted volunteers for the time being. Discussion included value of the Hub for residents across the town, particularly the food larder. Increasing the hire out opportunity and maximising Council income through not re-opening the Hub was also discussed.
RESOLVED: It was agreed by a majority with two abstentions the Community Hub would re-open for 2 days a week staffed by Cllr I Walker, Cllr R Walker and a team of volunteers with a review at September Council meeting.
- k) **Friends of Patchway Twinning Group.**
The Town Clerk reported on the Gauting delegation of 8 students and 2 teachers currently in Patchway with a week long programme including work experience in two primary schools.
- l) **Almondsbury Joint Burial Committee.**
No update provided.
- m) **Almondsbury Charity.**
No update provided.
- n) **Avon and Somerset Police**
None
- o) **Bromford Housing Association – The Parade.**
Works on The Parade are expected to be completed by the end of September
- p) **The merger of the Council's IT supplier. T**
 - i. To consider the quotation from Soltech IT regarding Councillor devices.
The Council noted the update and were happy to remain with Soltech IT

RESOLVED: It was unanimously agreed to reject the quotation for Council provided devices, and for Councillors to continue to utilise personal devices

q) **Patchway Town Council's Capital Projects.**

Patchway Community Centre project nearly completed subject to final snagging including render on front elevation.

Scott Park Pavilion snagging completed and 50% retention paid back

r) **Patchway Remembrance Day Event 2023.**

March takes place on 19 November at 10am from the Parade to Scott Park.

16/05/2023 – No 30 To approve that Patchway Town Council meets at 7pm on the following dates:

Tuesday 20th June 2023 at 7pm.

Tuesday 18th July 2023 at 7pm.

Tuesday 19th September 2023 at 7pm.

Tuesday 10th October 2023 at 7pm.

Tuesday 21st November 2023 at 7pm.

Tuesday 16th January 2024 at 7pm.

Tuesday 20th February 2024 at 7pm.

Tuesday 19th March 2024 at 7pm.

Tuesday 16th April 2024 at 7pm.

Tuesday 21st May 2024 at 7pm.

16/05/2023 – No 31 To resolve that in accordance with the provision of Schedule 12A of the Local Government Act 1972, Section 5 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations, the public and press be excluded during consideration of the following agenda items.

RESOLVED: It was unanimously agreed to exclude the public and press for the following item.

16/05/2023 – No 32 To receive the Town Clerk/RFO's resignation and to action any next steps in the recruitment process.

The Council received the Town Clerk/RFO's resignation letter. It was agreed that the Deputy Clerk would need to act as interim Clerk until a new Town Clerk is appointed.

RESOLVED: It was unanimously agreed to re-advertise the job role as the Town Clerk role only and to look for CiLCA qualified applicants only. It was further agreed unanimously that the RFO role would be assumed by the Deputy Town Clerk and this would be a matter for the Personnel Committee to discuss. It was further agreed unanimously that the Personnel Committee would meet to look at a potential uplift in pay for the interim period as well as a consultancy approach from the outgoing Clerk to ease the transition.

The meeting was closed at 21:23.



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Town Clerk and Responsible Finance Officer's Report

Actions from the Annual Meeting of Patchway Town Council on Tuesday 16th May 2023.

16/05/2023 – No 16 To appoint an Internal Auditor for the financial year ending 31st March 2024.

Clerk has confirmed re-appointment with Auditing Solutions Ltd.

16/05/2023 – No 22 To consider signing up for the Society of Local Council Clerks 'Civility and Respect Pledge'.

Clerk has completed the submission for the Civility and Respect Pledge with Patchway Town Council confirmed as the 1205th Council to sign. A certificate has been received which will be displayed in the Council office and this Pledge announced on social media.

16/05/2023 – No 24 To consider the quotations for the older persons hard court area in Norman Scott Park.

Clerk has contacted GB Sports & Leisure Ltd to confirm the acceptance of the quotation, and works will commence at Scott Park on 27 June 2023.

16/05/2023 – No 25 To consider the quotations for replacement play equipment at Norman Scott Park.

Clerk has contacted GB Sports & Leisure Ltd to confirm the acceptance of the quotation and is awaiting confirmation of a date for commencement of works at Scott Park. The new slide and climb unit will be installed in late July.

16/05/2023 – No 29 To receive any reports from South Gloucestershire Councillors, Local Organisations or Working Groups.

j) Patchway Community Hub.

Following the meeting, Cllrs I Walker and R Walker stood down from Community Hub due to wider commitments including South Gloucestershire Council. Cllrs A Morey, R Loveridge, J James, E Martin and N Field have confirmed availability to volunteer to run the Hub on regular Tuesdays and Thursdays (10.30am – 12pm) commencing 6th June and 8th June until September.

Clerk arranged 'A Magical Morning' on 31 May and 'Clowning Around' on 2 June at the Community Hub for the May half term including craft workshops, circus and magic skills workshops, childrens entertainers, and free snacks for children and adults. Both events were quickly fully booked for 40 people and were hosted by Cllrs A Morey and R Loveridge.

All Councillors involved in the Community Hub are fully DBS checked.

Annual Governance and Accountability Return 2022/23 Form 3

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

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

Guidance notes on completing Form 3 of the Annual Governance and Accountability Return 2022/23

1. Every smaller authority in England that either received gross income or incurred gross expenditure exceeding £25,000 **must** complete Form 3 of the Annual Governance and Accountability Return at the end of each financial year in accordance with *Proper Practices*.
2. The Annual Governance and Accountability Return is made up of three parts, pages 3 to 6:
 - The **Annual Internal Audit Report** must be completed by the authority's internal auditor.
 - **Sections 1 and 2** must be completed and approved by the authority.
 - **Section 3** is completed by the external auditor and will be returned to the authority.
3. The authority **must** approve Section 1, Annual Governance Statement, before approving Section 2, Accounting Statements, and both **must** be approved and published on the authority website/webpage **before 1 July 2023**.
4. An authority with either gross income or gross expenditure exceeding £25,000 or an authority with neither income nor expenditure exceeding £25,000, but which is unable to certify itself as exempt, or is requesting a limited assurance review, **must** return to the external auditor by email or post (not both) **no later than 30 June 2023**. Reminder letters will incur a charge of £40 +VAT:
 - the Annual Governance and Accountability Return Sections 1 and 2, together with
 - a bank reconciliation as at 31 March 2023
 - an explanation of any significant year on year variances in the accounting statements
 - notification of the commencement date of the period for the exercise of public rights
 - Annual Internal Audit Report 2022/23

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

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

Publication Requirements

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

Before 1 July 2023 authorities **must** publish:

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

Not later than 30 September 2023 authorities **must** publish:

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

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

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

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

Guidance notes on completing Form 3 of the Annual Governance and Accountability Return (AGAR) 2022/23

- The authority **must** comply with *Proper Practices* in completing Sections 1 and 2 of this AGAR. *Proper Practices* are found in the *Practitioners' Guide** which is updated from time to time and contains everything needed to prepare successfully for the financial year-end and the subsequent work by the external auditor.
- Make sure that the AGAR is complete (no highlighted boxes left empty) and is properly signed and dated. Any amendments must be approved by the authority and properly initialled.
- The authority **should** receive and note the Annual Internal Audit Report before approving the Annual Governance Statement and the accounts.
- Use the checklist provided below to review the AGAR for completeness before returning it to the external auditor by email or post (not both) no later than 30 June 2023.
- The Annual Governance Statement (Section 1) must be approved on the same day or before the Accounting Statements (Section 2) and evidenced by the agenda or minute references.
- The Responsible Financial Officer (RFO) must certify the accounts (Section 2) before they are presented to the authority for approval. The authority must in this order; consider, approve and sign the accounts.
- The RFO is required to commence the public rights period as soon as practical after the date of the AGAR approval.
- **You must inform your external auditor about any change of Clerk, Responsible Financial Officer or Chairman, and provide relevant authority owned generic email addresses and telephone numbers.**
- Make sure that the copy of the bank reconciliation to be sent to your external auditor with the AGAR covers all the bank accounts. If the authority holds any short-term investments, note their value on the bank reconciliation. The external auditor must be able to agree the bank reconciliation to Box 8 on the accounting statements (**Section 2, page 5**). An explanation **must** be provided of any difference between Box 7 and Box 8. More help on bank reconciliation is available in the *Practitioners' Guide**.
- Explain fully significant variances in the accounting statements on **page 5**. Do not just send a copy of the detailed accounting records instead of this explanation. The external auditor wants to know that you understand the reasons for all variances. Include complete numerical and narrative analysis to support the full variance.
- If the bank reconciliation is incomplete or variances not **fully** explained then additional costs may be incurred.
- Make sure that the accounting statements add up and that the balance carried forward from the previous year (Box 7 of 2022) equals the balance brought forward in the current year (Box 1 of 2023).
- The Responsible Financial Officer (RFO), on behalf of the authority, **must** set the commencement date for the exercise of public rights of 30 consecutive working days which **must** include the first ten working days of July.
- The authority **must** publish on the authority website/webpage the information required by Regulation 15 (2), Accounts and Audit Regulations 2015, including the period for the exercise of public rights and the name and address of the external auditor **before 1 July 2023**.

Completion checklist – 'No' answers mean you may not have met requirements		Yes	No
All sections	Have all highlighted boxes have been completed?	✓	
	Has all additional information requested, including the dates set for the period for the exercise of public rights, been provided for the external auditor?	✓	
Internal Audit Report	Have all highlighted boxes been completed by the internal auditor and explanations provided?	✓	
Section 1	For any statement to which the response is 'no', has an explanation been published?	✓	
Section 2	Has the Responsible Financial Officer signed the accounting statements before presentation to the authority for approval?	✓	
	Has the authority's approval of the accounting statements been confirmed by the signature of the Chairman of the approval meeting?	✓	
	Has an explanation of significant variations been published where required?	✓	
	Has the bank reconciliation as at 31 March 2023 been reconciled to Box 8?	✓	
	Has an explanation of any difference between Box 7 and Box 8 been provided?	✓	
Sections 1 and 2	Trust funds – have all disclosures been made if the authority as a body corporate is a sole managing trustee? NB: do not send trust accounting statements unless requested.	✓	

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

Annual Internal Audit Report 2022/23

Patchway Town Council

www.patchwaytowncouncil.gov.uk

During the financial year ended 31 March 2023, 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 2022/23 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.	n/A	Applicable	✓
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2021/22, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2021/22 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 2022-23 AGAR period, were public rights in relation to the 2021-22 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 2021/22 AGAR (see AGAR Page 1 Guidance Notes).	✓		
O. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓

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

15/12/2022

21/04/2023

Name of person who carried out the internal audit

S J Pollard for Auditing Solutions Ltd

Signature of person who carried out the internal audit



Date

21/04/2023

*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 2022/23

We acknowledge as the members of:

Patchway Town 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 2023, 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.	✓		prepared its accounting statements in accordance with the Accounts and Audit Regulations.
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.
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.	✓		has only done what it has the legal power to do and has complied with Proper Practices in doing so.
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.	✓		during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.
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.	✓		considered and documented the financial and other risks it faces and dealt with them properly.
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		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.
7. We took appropriate action on all matters raised in reports from internal and external audit.	✓		responded to matters brought to its attention by internal and external audit.
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.	✓		disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.
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
			✓
			has met all of its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.

*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:

20/06/2023

and recorded as minute reference:

20/06/2023 - No 5 B

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

Chairman

Clerk

www.patchwaytowncouncil.gov.uk/finance

Section 2 – Accounting Statements 2022/23 for

Patchway Town Council

	Year ending		Notes and guidance
	31 March 2022 £	31 March 2023 £	
1. Balances brought forward	1,571,962	635,003	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	730,655	816,643	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	148,216	723,433	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	297,168	251,496	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	40,395	36,862	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	1,478,267	1,849,748	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	635,003	36,973	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	586,897	36,339	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	4,533,042	6,108,859	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	112,000	199,970	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 do not include any Trust transactions.

I certify that for the year ended 31 March 2023 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

20/06/2023

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

20/06/2023

as recorded in minute reference:

20/06/2023 - No 5 C

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

Explanation of variances

Name of smaller authority:
 County Council reserves and funds (including cash)
Insert figures from Section 2 of the AGAR in all Blue highlighted boxes

2021-22
 2022-23

Next, please provide full explanations, including numerical values, for the following that will be flagged in the green boxes where relevant:
 • variances of more than 15% between totals for individual boxes (except variances of less than £200);
 • New from 2020/21: variances of £100,000 or more require explanation regardless of the % variation year on year;
 • a breakdown of approved reserves on the next tab if the total reserves (Box 7) figure is more than twice the annual precept/rates & levies value (Box 2).

	2021-22 £	2022-23 £	Variance £	Variance %	Explanation Required?	Automatic responses: Input below based on figures input. DO NOT OVERWRITE THESE BOXES	Explanation from smaller authority (must include narrative and supporting figures)
1 Balances Brought Forward	1,377,102	659,693				Explanation of % variance from PY opening balance not required - Balance brought forward figure	
2 Precept or Rates and Levies	756,655	810,843	85,988	11.77%	NO		
3 Total Other Receipts	398,216	723,433	575,217	388.09%	YES		Capital income for large scale projects Please refer to final balance.
4 Staff Costs	392,186	251,995	-45,672	15.37%	YES		Reduction in number of staff
5 Loan Interest/Capital Repayment	407,385	38,382	-3,633	0.75%	NO		
6 All Other Payments	1,479,352	3,549,746	371,461	25.13%	YES		Capital Expenditure - Please refer to final balance.
7 Balances Carried Forward	625,003	36,373					
8 Total Cash and Short Term Investments	386,897	26,239			NO		
9 Total Fixed Assets plus Other Long Term Investments and Assets	4,533,042	6,088,939	1,575,817	34.76%	YES		Addition of the Norman Scott Park Pavilion.
10 Total Borrowings	152,000	109,970	87,970	76.54%	YES		PWLB Loan taken out to fund the Norman Scott Park Pavilion Project

Rounding errors of up to £2 are tolerable
 Variances of £200 or less are tolerable

Patchway Town Council

<u>Annual Return Statement of Accounts</u>	2021-22 Last Year £	2022-23 This Year £	Variance
1 Balances brought forward	1,571,962	635,003	-59.60%
2 (+) Annual Precept	730,655	816,643	11.77%
3 (+) Total other receipts	148,216	723,433	388.09%
4 (-) Staff costs	(297,168)	(251,496)	-15.37%
5 (-) Loan interest/capital repayments	(40,395)	(36,862)	-8.75%
6 (-) Total other payments	(1,478,267)	(1,849,748)	25.13%
7 (=) Balances carried forward	635,003	36,973	-94.18%
8 Total Cash & Investments	586,897	36,339	-93.81%
9 Total Fixed assets	4,533,042	6,108,859	34.76%
10 Total Borrowings	112,000	199,970	78.54%

Reconciliation of boxes 7 and 8

Box 7 as above	635,003	36,973
Add creditors	5,158	69,179
Deduct debtors	(53,264)	(69,813)
As box 8 above	586,897	36,339

Section 3 – External Auditor’s Report and Certificate 2022/23

In respect of

Patchway Town Council

1 Respective responsibilities of the auditor and the authority

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

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

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

- summarises the accounting records for the year ended 31 March 2023; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

2 External auditor’s limited assurance opinion 2022/23

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

(continue on a separate sheet if required)

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

(continue on a separate sheet if required)

3 External auditor certificate 2022/23

We certify/do not certify* that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2023.

*We do not certify completion because:

External Auditor Name

External Auditor Signature

Date

WHAT SMALLER AUTHORITIES NEED TO DO TO ADVERTISE THE PERIOD DURING WHICH ELECTORS AND INTERESTED PERSONS MAY EXERCISE RIGHTS RELATING TO THE ANNUAL ACCOUNTS

The [Local Audit and Accountability Act 2014](#) and the [Accounts and Audit Regulations 2015](#) require that:

- 1) 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, during a period of 30 working days set by the smaller authority and including the first 10 working days of July.
- 2) The period referred to in paragraph (1) starts with the day on which the period for the exercise of public rights is treated as having been commenced i.e. the day following the day on which all of the obligations in paragraph (3) below have been fulfilled.
- 3) The responsible financial officer for a relevant authority must, on behalf of that authority, publish (**which must include publication on the authority's website**):
 - a) the Accounting Statements (i.e. Section 2 of either Form 2 or 3, whichever is relevant, of the Annual Governance & Accountability Return (AGAR)), accompanied by:
 - i) a declaration, signed by that officer to the effect that the status of the Accounting Statements are unaudited and that the Accounting Statements as published may be subject to change;
 - ii) the Annual Governance Statement (i.e. Section 1 of either Form 2 or Form 3, whichever is relevant, of the AGAR); and
 - b) a statement that sets out—
 - i) the period for the exercise of public rights;
 - ii) details of the manner in which notice should be given of an intention to inspect the accounting records and other documents;
 - iii) the name and address of the local auditor;
 - iv) the provisions contained in section 26 (inspection of documents etc.) and section 27 (right to make objections at audit) of the Act, as they have effect in relation to the authority in question;

HOW DO YOU DO IT?

- 1) You will meet statutory requirements if you fully and accurately complete the notice of public rights pro forma in this document, and
- 2) Publish (**including publication on the smaller authority's website**) the following documents, the day before the public rights period commences:
 - a) the approved Sections 1 and 2 of either Form 2 or 3, whichever is relevant to your smaller authority, of the AGAR; and
 - b) the completed Notice of Public Rights and Publication of Unaudited Annual Governance & Accountability Return. Please note that we have pre-completed it with the following suggested dates: Monday 13 June – Friday 22 July 2022. (The latest possible dates that comply with the statutory requirements are Friday 1 July –Thursday 11 August 2022); and
 - c) the notes which accompany the Notice (Local authority accounts: a summary of your rights).

Smaller authority name: **PATCHWAY TOWN COUNCIL**

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

ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2023

**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 Thursday 22nd June 2023 (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 2023, these documents will be available on reasonable notice by application to:</p> <p>(b) Jack Turner, Town Clerk and RFO, Callicroft House, 150 Rodway Road, Patchway, Bristol, BS34 5DQ. Clerk@patchwaytowncouncil.gov.uk or 01454 868 530.</p> <p>commencing on (c) Friday 23rd June 2023</p> <p>and ending on (d) Monday 7th August 2023</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> <p>BDO LLP Arcadia House, Maritime Walk Southampton ,SO14 3TL (www.bdo.co.uk)</p> <p>5. This announcement is made by (e) Jack Turner – Town Clerk and RFO</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 at least 30 working days before the date appointed in (d) below</p> <p>(d) The inspection period between (c) and (d) must be 30 working days inclusive and must 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>

LOCAL AUTHORITY ACCOUNTS: A SUMMARY OF YOUR RIGHTS

Please note that this summary applies to all relevant smaller authorities, including local councils, internal drainage boards and 'other' smaller authorities.

The basic position

The [Local Audit and Accountability Act 2014](#) (the Act) governs the work of auditors appointed to smaller authorities. This summary explains the provisions contained in Sections 26 and 27 of the Act. The Act and the [Accounts and Audit Regulations 2015](#) also cover the duties, responsibilities and rights of smaller authorities, other organisations and the public concerning the accounts being audited.

As a local elector, or an interested person, you have certain legal rights in respect of the accounting records of smaller authorities. As an interested person you can inspect accounting records and related documents. If you are a local government elector for the area to which the accounts relate you can also ask questions about the accounts and object to them. You do not have to pay directly for exercising your rights. However, any resulting costs incurred by the smaller authority form part of its running costs. Therefore, indirectly, local residents pay for the cost of you exercising your rights through their council tax.

The right to inspect the accounting records

Any interested person can inspect the accounting records, which includes but is not limited to local electors. You can inspect 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. You can copy all, or part, of these records or documents. Your inspection must be about the accounts, or relate to an item in the accounts. You cannot, for example, inspect or copy documents unrelated to the accounts, or that include personal information (Section 26 (6) – (10) of the Act explains what is meant by personal information). You cannot inspect information which is protected by commercial confidentiality. This is information which would prejudice commercial confidentiality if it was released to the public and there is not, set against this, a very strong reason in the public interest why it should nevertheless be disclosed.

When smaller authorities have finished preparing accounts for the financial year and approved them, they must publish them (including on a website). There must be a 30 working day period, called the **'period for the exercise of public rights'**, during which you can exercise your statutory right to inspect the accounting records. Smaller authorities must tell the public, including advertising this on their website, that the accounting records and related documents are available to inspect. By arrangement you will then have 30 working days to inspect and make copies of the accounting records. You may have to pay a copying charge. The 30 working day period must include a common period of inspection **during which all smaller authorities' accounting records are available to inspect. This will be 1-14 July 2022 for 2021/22 accounts.** The advertisement must set out the dates of the period for the exercise of public rights, how you can communicate to the smaller authority that you wish to inspect the accounting records and related documents, the name and address of the auditor, and the relevant legislation that governs the inspection of accounts and objections.

The right to ask the auditor questions about the accounting records

You should first ask your smaller authority about the accounting records, since they hold all the details. If you are a local elector, your right to ask questions of the external auditor is enshrined in law. However, while the auditor will answer your questions where possible, they are not always obliged to do so. For example, the question might be better answered by another organisation, require **investigation beyond the auditor's remit**, or involve **disproportionate cost (which is borne by the local taxpayer)**. Give your smaller authority the opportunity first to explain anything in the accounting records that you are unsure about. If you are not satisfied with their explanation, you can question the external auditor about the accounting records.

The law limits the time available for you formally to ask questions. This must be done in the period for the exercise of public rights, so let the external auditor know your concern as soon as possible. The advertisement or notice that tells you the accounting records are available to inspect will also give the period for the exercise of public rights during which you may ask the auditor questions, which here

means formally asking questions under the Act. You can ask someone to represent you when asking the external auditor questions.

Before you ask the external auditor any questions, inspect the accounting records fully, so you know what they contain. Please remember that you cannot formally ask questions, under the Act, after the end of the period for the exercise of public rights. You may ask your smaller authority other questions about their accounts for any year, at any time. But these are not questions under the Act.

You can ask the external auditor questions about an item in the accounting records for the financial year being audited. However, your right to ask the external auditor questions is limited. The external auditor can only answer 'what' questions, not 'why' questions. The external auditor cannot answer questions about policies, finances, procedures or anything else unless it is directly relevant to an item in the accounting records. Remember that your questions must always be about facts, not opinions. To avoid misunderstanding, we recommend that you always put your questions in writing.

The right to make objections at audit

You have inspected the accounting records and asked your questions of the smaller authority. Now you may wish to object to the accounts on the basis that an item in them is in your view unlawful or there are matters of wider concern arising from the smaller authority's finances. A local government elector can ask the external auditor to apply to the High Court for a declaration that an item of account is unlawful, or to issue a report on matters which are in the public interest. You must tell the external auditor which specific item in the accounts you object to and why you think the item is unlawful, or why you think that a public interest report should be made about it. You must provide the external auditor with the evidence you have to support your objection. Disagreeing with income or spending does not make it unlawful. To object to the accounts you must write to the external auditor stating you want to make an objection, including the information and evidence below and you must send a copy to the smaller authority. The notice must include:

- confirmation that you are an elector in the smaller authority's area;
- why you are objecting to the accounts and the facts on which you rely;
- details of any item in the accounts that you think is unlawful; and
- details of any matter about which you think the external auditor should make a public interest report.

Other than it must be in writing, there is no set format for objecting. You can only ask the external auditor to act within the powers available under the [Local Audit and Accountability Act 2014](#).

A final word

You may not use this 'right to object' to make a personal complaint or claim against your smaller authority. You should take such complaints to your local Citizens' Advice Bureau, local Law Centre or to your solicitor. Smaller authorities, and so local taxpayers, meet the costs of dealing with questions and objections. In deciding whether to take your objection forward, one of a series of factors the auditor must take into account is the cost that will be involved, they will only continue with the objection if it is in the public interest to do so. They may also decide not to consider an objection if they think that it is frivolous or vexatious, or if it repeats an objection already considered. If you appeal to the courts against an auditor's decision not to apply to the courts for a declaration that an item of account is unlawful, you will have to pay for the action yourself.

For more detailed guidance on public rights and the special powers of auditors, copies of the publication [Local authority accounts: A guide to your rights](#) are available from the NAO website.

If you wish to contact your authority's appointed external auditor please write to the address in paragraph 4 of the *Notice of Public Rights and Publication of Unaudited Annual Governance & Accountability Return*.

5E

05/06/2023
13:57Patchway Town Council
Earmarked Reserves

Page 1

<u>Account</u>	<u>Opening Balance</u>	<u>Net Transfers</u>	<u>Closing Balance</u>
311 Reserve AJBC	37,406.79		37,406.79
320 EMR - CIL	13,383.70		13,383.70
321 EMR - 3G Redevelopment	0.00		0.00
323 EMR - Loan for Projects	0.00		0.00
327 EMR - HR Support	0.00		0.00
328 EMR - New Projects	0.00		0.00
329 EMR - VE 75 Celebrations	0.00		0.00
330 EMR - Grounds Maintenance	0.00		0.00
331 EMR - Pavilion Project	0.00		0.00
332 EMR - ReACH Grant	0.00		0.00
333 EMR - Scott Park Security	0.00		0.00
334 EMR - Sports & Play Equipment	1,500.00		1,500.00
335 EMR - Blakeney Road Basketball	0.00		0.00
336 EMR - Blakeney Road Play Equip	0.00		0.00
337 EMR - Litter Heroes	0.00		0.00
338 EMR - Patchway CC Redevelopmen	31,999.67		31,999.67
339 EMR - Casson Centre	0.00		0.00
340 EMR - Youth Equipment	3,654.00		3,654.00
341 EMR - Queen Jubilee	0.00		0.00
342 EMR - Youth Sports Workshop	0.00		0.00
343 EMR - Warm Space Project	4,920.00		4,920.00
344 EMR - Twinning	750.00		750.00
	<u>93,614.16</u>	<u>0.00</u>	<u>93,614.16</u>



PATCHWAY TOWN COUNCIL
Callicroft House, Patchway, Bristol, BS34 5DQ
www.patchwaytowncouncil.gov.uk

Town Clerk and Responsible Finance Officer's Report

Quotations for the Main Insurance Policy

Patchway Town Council's current insurance policy expires in July 2023. The Council is currently with Zurich and pay a premium of £7105.83 including IPT. This was held on a 3-year long term agreement.

The Council's officers have set out to gather competitive quotations for this renewal period based on Patchway Town Council's current level of insurance which has been deemed as adequate by the Council's Internal Auditor.

All quotes have been gathered by using the most recent levels of cover and items on Patchway Town Council's asset register. A copy of the quotation documents is appended to this email.

Quotation 1 – Zurich*

1. £7,656.85 per annum.
2. £6,921.31 per annum on a 3-year long term agreement.

*Includes hired in plant and equipment.

Quotation 2 – Aviva through BHIB Councils*

1. £5,737 per annum
2. £5,312.06 per annum on a 3-year long term agreement.

*Will not insure hired in plant and equipment.

Quotation 3 – Gallagher Insurance

Please refer to the email below.

RE: Insurance Quote

 David Palmer <David_Palmer@sjg.com>
To: Clerk

 Thu 25/05/2023 12:53

Thanks Jack, stay with Zurich as the rate they are charging you is stupidly cheap. Just make sure the organisation that insures the building has you named on there as an interested party or if the worst happens the money will go to them and not you!

Kind regards



David Palmer
Client Director – Community (Public Sector & Education)
07766 916344
david_palmer@sjg.com



Insurance | Risk Management | Consulting

Gallagher
Blenheim House, 1-2 Bridge Street, Guildford, GU1 4RY
www.gjg.com

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The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-I3Y3



Local Councils

Quotation Schedule

25/05/2023

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-
I3Y3



Important (Material Circumstances)

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible. You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

Your Details

Name of Council:	Patchway Town Council
Correspondence Address:	Callicroft House, 150 Rodway Road Patchway Bristol South Gloucestershire BS34 5DQ
Business:	Local Council
Schedule produced on:	25/05/2023
The county association of local council you are affiliated to:	Not Declared
Population of Council Area:	16,518

Period of Insurance

Effective dates	From:	01 June 2023
	To:	31 May 2024
Renewal date:		01 June 2024

Your Insurance Adviser's Details

BHIB Limited
AGM House
3 Barton Close
Grove Park
Enderby
Leicester
LE19 1SJ

The Schedule details for each Section are shown in the following pages.

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-I3Y3



Premium Details

Annual Premium (excluding Terrorism):	£5,100.00
Insurance Premium Tax:	£612.00
Total Amount Due (excluding Terrorism):	£5,712.00
<hr/>	
Overall Annual Premium:	£5,100.00
Overall Insurance Premium Tax:	£612.00
Policy Administration Fee:	£25.00
Overall Amount Due:	£5,737.00

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-I3Y3



Cover Summary

Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£1,000,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000
Data Breach Response	Not Covered	Nil

Applicable to all Sections where stated.

Excess

From the amount of all claims in respect of one Occurrence, which shall be adjusted in accordance with the terms Exclusions and Conditions of this Policy, the Insurer will deduct the amount of the Excess stated.

Insurance Limits (and Sub-limits) are inclusive of Excesses.

Only one Excess will apply in respect of any one Occurrence. In the event that more than one Excess applies, then only the higher Excess will apply.

Sub Limits

Sub-limits form part of the Limit of Liability and, unless otherwise stated, do not apply in addition to it.

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

If more than one Sub-limit applies to the same loss, the Insurer's liability will be limited to the lesser Sub-limit.

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-
 I3Y3



Part A - Property Damage and Business Interruption

Section 1 - Property Damage

Property Insured	Declared Value	Sum Insured
Buildings	£3,180,014	£3,816,016
Contents	£150,000	£180,000
Other Property Insured away from the Premises		
Street Furniture	£100,000	£120,000
Gates and Fences	£40,000	£48,000
Playground Equipment	£650,554	£780,664
CCTV Equipment	Not Insured	£0
War Memorials	£75,000	£90,000
Ground Surfaces	Not Insured	£0
Mowers and Machinery	£124,064	£148,876
Sports Equipment	£30,000	£36,000
Regalia	£2,410	£2,892
Terrorism	Not Insured	

Section Excess:	£125
Excess in respect of all Subsidence claims:	£1,000
Excess in respect of all Terrorism claims:	Nil
Territorial Limits:	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-13Y3



Property Damage Extensions - Sub-Limits

	Sub-Limit of Indemnity
Decontamination and Clean Up Expense	£25,000
Deterioration of Freezer Stock	£1,000
Fire Brigade Charges and Extinguishing Expenses	£25,000
Inadvertent Omission to Insure	£250,000
Involuntary Betterment	£25,000
Landscaping Costs	£25,000
Locks	£5,000
Metered Utility Charges	£25,000
Mitigation of Environmental Impact	10% of the Building Sum Insured or £50,000 whichever is less
Migration of Loss	£10,000
Motor Vehicles	£10,000
Pair and Set / Consequential Reduction in Value	£10,000
Resilient Repairs - Extra Costs	£10,000
Third Party Sites	£10,000
Trace and Access	£25,000
Unauthorised Use of Metered Utilities	£10,000

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-
 I3Y3



Section 1A - Money

Money	Insured
Crossed cheques and other non-negotiable Money	£250,000
In Transit or in the Insured's premises during business hours, or in a bank night safe	£2,500
In a locked safe at the Insured's premises out of business hours	£2,500
Out of a safe at the Insured's premises out of business hours	£350
In the private dwelling houses of any councillors or clerks	£350
Whilst at exhibitions and/or fetes	£350
Personal Accident (Assault) - if any Employee or other person entrusted with money is injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. Scale of benefits as follows:	
1. Death	£25,000
2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£25,000
3. Permanent Total Disablement	£25,000
4. Temporary Total Disablement	£100 per week
5. Temporary Partial Disablement	£50 per week
6. The cost of professional counselling	£30 per hour £1,000 per person £5,000 in the aggregate during the Period of Insurance
7. Clothing and Personal Effects	£250
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-I3Y3



Section 2 - Business Interruption

	Cover	Sum Insured
Item 1 - Gross Revenue Maximum Indemnity Period: 24 Months	Insured	£10,000
Item 2 - Additional Increased Cost of Working Maximum Indemnity Period: 24 Months	Insured	£50,000
Item 3 - Standalone Increased Cost of Working	Not Insured	
Item 4 - Loss of Rent Receivable	Not Insured	
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

Business Interruption Extensions – Sub-Limits

The following Sub-Limits only apply when Section 2 Item 1 above is marked as 'Insured'.

	Sub-Limit of Indemnity
Extended Premises	
Customers' Premises	£50,000
Suppliers' Premises	£50,000
Third Party Premises	£50,000
Transit	£50,000
Extended Incident	
Notifiable Human Disease and Other Health Risks	£50,000
Prevention of Access and Loss of Attraction	£50,000
Utilities	£50,000
Excess	
Utilities	£500

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-
I3Y3



Property Damage and Business Interruption Extensions - Sub-Limits

Claims Preparation Expenses:

£10,000 any one occurrence and £50,000 in the aggregate for the Period of Insurance

Applicable to claims above £50,000 in value only:

Part B - Liabilities

Section 3	Employer's Liability	Limit of Indemnity	£10,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	Territorial Limits		Worldwide in connection with the Business conducted by the Insured from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	Employer's Liability - Sub-Limits		
	Terrorism		£5,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	War		£5,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
Section 4	Public Liability	Limit of Indemnity	£10,000,000 any one occurrence
	Products Liability <i>(Personal Injury and or Property Damage caused by the Insured's Products)</i>	Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate for the Period of Insurance
	Pollution Liability	Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate for the Period of Insurance
	Territorial Limits		Worldwide in connection with the Business conducted by the Insured from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	Public and Products Liability Extensions - Sub-Limits		
	Indemnity to Hirer		£2,500,000 any one occurrence and in the aggregate for the Period of Insurance
	Advertising Indemnity		£1,000,000 any one occurrence and in the aggregate for the Period of Insurance
Excess			
Amount	£250		any one claim or series of claims arising out of any one Occurrence relating to Property Damage
	Nil		all other claims

Part C - Additional Covers

Section 5	Fidelity Guarantee	Limit any one Loss	£1,000,000 any one occurrence and in the aggregate for the Period of Insurance
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
	Sub-Limits	Auditors Fees	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition
		Re-Writing of Records	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition
Section 6	NCD & Excess Protection		Not Insured
		Loss of No Claims Discount	£500
		Application of Excess Protection	£250
Section 7	Libel and Slander	Limit of Indemnity	£250,000 any one occurrence and in the aggregate for the Period of Insurance
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
		Co-Insurance	10%
Section 8	Officials Indemnity	Limit of Indemnity	£500,000 any one occurrence and in the aggregate for the Period of Insurance
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
Section 9	Personal Accident		Insured
		Operative Time of Cover	Whilst carrying out official duties
		Scale of Compensation - Ages 16-75	
		1. Death	£100,000
		2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£100,000
		3. Permanent Total Disablement	£100,000
		4. Temporary Total Disablement	£200 per week
		5. Temporary Partial Disablement	£100 per week
		Excess period for items 4 & 5	14 days
		Maximum Benefit Period for items 4 & 5	104 weeks
		In respect of any Insured Person who at the commencement of the current Period of Insurance is between the ages of 76 and 85 years the amounts stated in Items 1 and 2 of the Scale of Compensation are each reduced to £10,000.	

Continental Scale

Compensation under Item 2 of the Scale of Benefits will be paid in accordance with the following percentages subject of a maximum payment of 100% in the aggregate which the Insured Person has survived for at least one month

a)	Permanent Total Disablement	100%
b)	Permanent Loss of One or More Limbs	100%
c)	Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	
i)	Loss of Sight in One or Both Eyes or Loss of Hearing in Both Ears	100%
ii)	Loss of Hearing in One Ear	10%
d)	Permanent Loss by Physical Separation of	
i)	One Thumb	
	Both Phalanges	20%
	One Phalange	7%
ii)	One Index Finger	
	Three Phalanges	9%
	Both Phalanges	6%
	One Phalange	2%
iii)	One Other Finger	
	Three Phalanges	7%
	Both Phalanges	5%
	One Phalange	2%
iv)	One Great Toe	
	Both Phalanges	6%
	One Phalange	3%
iv)	One Other Toe	
	Three Phalanges	3%
	Both Phalanges	2%
	One Phalange	1%

Territorial Limits	Worldwide
Legal Expenses	Insured
Limit of Indemnity	£250,000
Employee Compensation Aggregate Limit	£1,000,000
Territorial Limits	As stated in the Policy

Aviva Legal Helpline

The Policy provides automatic free access to the Aviva Legal helpline. This is available 24 hours a day, 365 days a year. To contact the Aviva Legal helpline, please phone 0345 300 1899 and have the Policy Number available on request.

The Insured: Patchway Town Council
Quotation Reference: 100723637BDN/LC/LC/PATC/14323-13Y3



Endorsements

The following endorsements are applicable to your BHIB Local Councils Policy Wording, in addition to the cover provided under the BHIB Local Councils Policy Booklet | v.02.10.2019 policy wording.

Cover is provided effective from the commencement of your Period of Insurance specified in your Policy Schedule at no additional charge, and is subject to the General Conditions, Exclusions and definitions detailed within your policy wording.

Additional Endorsements

[30] - Tree Felling and Lopping Cover

The following Extension is added to Part A - Section One - Property Damage:
The **Insurer** will pay for necessary and reasonable costs and expenses incurred by the **Insured** with the Insurer's consent for the lopping or removal of trees for which the **Insured** is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the **Property Insured**.
However, this Extension will not cover legal or local authority costs involved in removing trees or costs solely incurred to comply with a preservation order.
The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

[31] - Fly Tipping Cover

The following Extension is added to Part A - Section One - Property Damage:
The **Insurer** will pay the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**.
The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

[AMENDED] - Amended Policy Introduction

The following applies to your policy:

The Policy Introduction is amended and restated as follows:

Introduction

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your "Statement of Fact" document issued by us;
- the policy schedule
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for you having paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

The following paragraphs remain unaltered:

- **Important**
- **Breach of Term**
- **Terms not relevant to the actual loss**

[COVEX] - General Exclusions - Coronavirus

The following is added to the General Exclusions at the back of your policy booklet.

3. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
 - a. Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome);
or
 - b. Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,
including, without limitation to the scope of the foregoing:
 - i. Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a. or b. above,
or
 - ii. Any fear or threat of a. , b. or i. above.

However, this Policy Exclusion does not apply in respect of the following Sections when insured by this policy

- a. Employers' Liability
- b. Public and Products Liability
- c. Fidelity Guarantee
- d. Officials Indemnity
- e. Personal Accident

[GDPRCLP] - Data Protection Act wording amendment (CLP)

Part C Section 10 Legal Expenses

The Data Protection clause is restated as follows

2. Legal defence

B. Data Protection

1. The **Insurer** will defend the legal rights of an **Insured Person** following civil action taken against the **Insured Person** for compensation under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing. The **Insurer** will also pay any compensation award made against the **Insured Person** under Section 13 of the Data Protection Act 1998) or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.
2. The Insurer will represent the **Insured** in appealing against the refusal of the Information Commissioner to register the **Insured's** application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice.

Provided that at the time of the insured incident, the **Insured** is registered with the Information Commissioner in respect of Contingency 2B a)

[GDPRELPL] - Data Protection Act wording amendment (EL/PL)

4. Data Protection Act

The indemnity provided by this Extension is on a "claims made" basis

Under this Extension the **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Person Entitled to Indemnity** in respect of their liability to pay

- a. compensation in respect of damage or distress arising under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation(Regulation(EU) 2016/679)under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing and defence costs and expenses incurred with the consent of the **Insurer**
- b. defence costs incurred with the consent of the Insurer in relation to a prosecution brought under the Data Protection Act 1998 or under Article 82 of the General Protection Regulation(Regulation(EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing

The maximum We will pay for all claims happening during any one period of Insurance is £1,000,000

Provided that

- a. Item a) of this Extension shall not apply
 - i) in respect of Section 3 Employers' Liability to such damage or distress that is not suffered by an **Employee**
 - ii) in respect of Section 4 Public and Products Liability to such damage or distress that is suffered by an **Employee**
 - iii) to the extent that an indemnity is provided elsewhere in this **Policy**
- a. Item b) of this Extension shall not apply
 - i) in respect of Section 3 Employers' Liability where the infringement leading to the prosecution does not relate to the personal data of an **Employee**
 - ii) in respect of Section 4 Public and Products Liability where the infringement leading to the prosecution relates to the personal data of an **Employee**
- a. this Extension is subject to the Insured having registered in accordance with the terms of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing
- b. any claim for compensation is first made or prosecution first brought against the **Insured** during the **Period of Insurance**
- c. this Extension will not apply in respect of
 - i. the payment of fines or penalties
 - ii. the cost of replacing reinstating rectifying or erasing any data
 - iii. claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this **Policy**

[IL001] - Index Linking

Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted **Sums Insured** and/or Declared Values.

For **Contents** and other **Property** specifically described in the **Schedule** (other than **Stock**), the Retail Price index (or some other suitable index **the Insurers** decides upon) will be used. The above percentage changes will continue to be applied between the date of any damage and the date when replacement or repair has been completed.

[KEYPERSONS] - Key Persons

Two - Business Interruption:

The **Insurer** will indemnify the **Insured** against;

1. death of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** or total and permanent disablement of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** which prevents them from attending to their normal occupation,
2. injury caused by accidental and violent means of **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**
3. illness of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**

We will only pay the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the normal activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place. The liability of the Insurer under this extension shall not exceed a maximum of £500 per week, and £10,000 in any one **Period of Insurance**.

In the event of a claim under this Extension the **Insured** must supply the following documentary evidence at their own expense;

1. Confirmation of the dates of period of absence being claimed for including the date the absence commenced and the date the Key Person resumed their duties on behalf of The **Insured**
2. Receipts and bills in whichever form We may require substantiating the costs of the services incurred and or the persons employed to replace **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** during their period of absence

Exclusions to this extension

We will not make payment under this Extension where

1. the Accidental Bodily Injury to or illness of the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** is directly or indirectly caused by or results from:
 - (a) any physical defect, infirmity or medical condition known to the Key Person at the inception date of this policy, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding the inception date of this policy;
 - (b) the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the Key Person
 - (c) pregnancy or any condition connected with pregnancy or childbirth
 - (d) any criminal act by the **Insured** or the **Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man**
2. any period of absence lasts less than 14 days injury or illness must exceed a period of 14 days

[PL004] - PLAYGROUNDS AND AMUSEMENT DEVICES

1. If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with playground and amusement devices

- a. all equipment, devices and facilities, including sand pits and paddling pools
 - i. are manufactured and installed to the appropriate standard and maintained in good condition.
 - ii. are inspected, by a competent person, at least weekly and
 - all defects or risks to health or safety immediately rectified
 - or
 - the equipment, device or facility taken out of use
- b. You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.
- c. You will determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use.

2. We will not provide indemnity in respect of the operation of mechanically powered passenger carrying amusement devices or inflatable devices.

[SKATE] - Skate Park Endorsement

If in relation to any claim you have failed to fulfil any of the following conditions, You will lose Your right to indemnity payment for that claim.

You must ensure that in connection with skateboard parks

1. all structures including the skating surfaces
 - a. are manufactured and installed to the appropriate standard and maintained in good condition
 - b. are inspected by a competent person at least weekly and
 - i. all defects or risks to health or safety immediately rectified
 - or
 - ii. the structure taken out of use
2. You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the facility and clearly stating any restrictions on its use
3. You will determine where supervision is necessary and ensure that it is provided whenever the facilities are in use.

We will not provide indemnity in respect of Bodily Injury to persons taking part in activities in the Skateboard Park unless caused by defects in the structure

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Local Council Awards Scheme (LCAS) Status

The Local Council Awards Scheme has not been attained.

Important Information

Data Protection – Privacy Notice

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include BHIB Insurance Brokers, who are responsible for the sale and distribution of the product, and any applicable reinsurers.

Personal information we collect and how we use it

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make. Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Searches

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the

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information we have collected.

How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing

We may use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

If you wish to amend your marketing preferences please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: helpdesk@aviva.co.uk

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how you can change your preferences in MyAviva or view your choices for online advertising visit our full Privacy Policy at www.aviva.co.uk/privacypolicy

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time

- Share information about you with other organisations and public bodies including the Police
- Undertake credit searches and additional fraud searches

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- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR. Telephone: 0345 300 0597. Email PIUUKDI@AVIVA.COM

We and other organisations may also search these agencies and databases to

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.
- Check details of job applicants and employees.

Claims History

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

Complaints Procedure

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please contact your insurance adviser or usual Aviva point of contact.

Aviva are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

If you have taken a product out with us online or by telephone you can also use the European Commission's Online Dispute Resolution for logging complaints. To use this service the European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

Financial Services Compensation Scheme

Aviva are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations, depending on the type of insurance and circumstances of your claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives, or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business, or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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Material Circumstances

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

1. disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
2. make such disclosure in a reasonably clear and accessible manner; and
3. ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion..

Mr Jack Turner
Patchway Town Council
Callicroft House
150 Rodway Road
Patchway
Bristol
Avon
BS34 5DQ

Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-2720864463
Insured	Patchway Town Council
Business	Parish / Town Council
Period of Insurance	
From	08 th July 2023
To	07 th July 2024
and any other period for which cover has been agreed.	
Renewal Premium	TBC

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	113865654
Long Term Agreement:	TBC
Preparation Date	19 th May 2023
Prepared by	Mr Jonathan Meiseles
Policy Form Reference	MLAACF07

Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

Lines of Cover applying

Part A – Material Damage

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Sums Insured

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Council Offices, Address, Callicroft House, 150 Rodway Road, Patchway, Bristol, BS34 5DQ	£656,193.45	N/A	£72,482.28	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2. Workshop, Store, Kitchen & Toilets, Address, Pretoria Road, Patchway, Bristol, BS34 5PS	£81,488.34	N/A	£18,781.21	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3. Norman Scott Park Pavilion, Address, Norman Scott Park, Patchway, Bristol, Gloucestershire, BS34 5JR	£2,070,000.00	N/A	£8,902.60	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4. Community Centre, Address, The Cason Centre, 150 Rodway Road, Patchway, Bristol, BS34 5DQ	£367,205.35	N/A	£38,157.82	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

For Premises: 1, 2, 3, 4

Insured Perils applicable to Material Damage : 1-13, 15 & 16

Excesses Applicable to Premises 1, 2, 3 & 4

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£250
Theft	£250
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250

Variable contents excess active:

Premises	Contents	Excess
Premises 1: Callicroft House, 150 Rodway Road, Patchway, Bristol, BS34 5DQ	Furniture, Fixtures & Fittings	£250
Premises 2: Pretoria Road, Patchway, Bristol, BS34 5PS	Furniture, Fixtures & Fittings	£250
Premises 3: Norman Scott Park, Patchway, Bristol, Gloucestershire, BS34 5JR	Furniture, Fixtures & Fittings	£250
Premises 4: The Cason Centre, 150 Rodway Road, Patchway, Bristol, BS34 5DQ	Furniture, Fixtures & Fittings	£250

Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

Part B – Business Interruption

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	£50,000	12	N/A		£10,000	24

For Premises: 1, 2, 3, 4

Insured Perils applicable to Business Interruption : 1-13, 15 & 16

Operative Endorsements:

None

Part C – All Risks

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the territorial limits.

Item Description	Sum Insured	Excess
Street Furniture	£75,746.41	£250
Gates, Fences & Walls	£7,462.96	£250
Playground Equipment & Surfaces	£650,553.46	£250
Allotment Hut & Equipment	£9,809.09	£250
War Memorials	£25,181.53	£250
Laptop Computers & Portable Electronic Equipment	£2,409.57	£100
Regalia	£2,408.35	£100
Garden & Maintenance Machinery/Tools Etc	£124,063.35	£100
Floodlights at Scott Park	£5,124.15	£250
Hired In Plant	£25,000.00	£250

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)

Part D – Money

	Limit any one loss
1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other Money:	
(a) in transit in the custody of any Member or Employee or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any Member or Employee	£500
(c) in the premises	
(i) in the custody of or under the actual supervision of any Member or Employee	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£500

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) of the policy wording

Operative Endorsements:

1. In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.

Part E – Public Liability

Limit of Indemnity: £15,000,000

Excess: £100 each and every claim in respect of Section 2(d)(ii)

Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's liability under this Extension shall not exceed £1,000,000** for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. **in respect of removal of any risk of an adverse effect on human health on the Insured's land,** premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

Part F – Hirers' Liability

Limit of Indemnity: £2,000,000

Excess: £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

Operative Endorsements

None

Part G – Employers Liability

Limit of Indemnity: £10,000,000

Operative Endorsements:

None

Part H – Libel and Slander

Sum Insured

£500,000

Excess: 10% each and every claim or £1,000 whichever is the lower

Operative Endorsements

None

Part I – Motor Vehicles

Additional Cover : Section 24

U. Occasional Business Use
V. Loss of No Claim Discount/Excess

Not Operative
Operative

Operative Endorsements:

None

Part J – Motor Legal Expenses and Uninsured Loss Recovery

Limit of Indemnity:

£100,000 per insured incident

Part N – Fidelity Guarantee

Persons Guaranteed:	Sum Guaranteed
All members and employees	£2,000,000

Excess: £100 each and every loss

Part O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

Persons Insured:

Employees

Capital Sum	£100,000.00
Weekly Sum	£500.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Directors/Councillors

Capital Sum	£100,000.00
Weekly Sum	£500.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Key Personnel

Key Personnel	7 x Employees	
Capital Sum		£100,000.00
Weekly Sum		£500 for up to 10 weeks and £100 per week thereafter
Cover	Sections 2 and 3 - Accident and Assault Cover	

Operative Endorsements:

1) Special Condition 4 of Section 5 is inoperative provided always that the insurer will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

2) Key Personnel endorsement

It is agreed that Section 2 and Section 3 will be extended to a 24hr basis for Key Personnel.
and

Section 4 - Exclusions is amended to read;

Section 4 - Exclusions

The insurer will not be liable to pay compensation in respect of death or disablement or provide indemnity for damage caused directly or indirectly by:

- a) intoxication of, or the illegal use of drugs by any Person Insured, or through sexually transmitted disease

- b) deliberate exposure to unnecessary danger (except in an attempt to save human life)
- c) racing of any kind other than on foot
- d) air travel other than as a passenger in a licensed passenger carrying aircraft
- e) with effect from the 2004 renewal date the insurer will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.
- f) motor cycling, winter sports other than skiing or snowboarding in the United Kingdom or on a dry ski slope or within a snow dome, skating or curling, aerial pursuits including but not limited to ballooning, bungee jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending, jet skiing or white water rafting, mountaineering or rock climbing using guides or ropes, hiking, trekking or mountaineering above 3,000 metres, caving, and diving using external breathing apparatus

Part P – Legal Expenses

Section:

3. Employment Disputes and Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes - £5,000 Limit	Operative
8. Statutory Licence Protection	Operative

Limit of Indemnity: £200,000

Operative Endorsements

The following is also operative: Debt Recovery

Insured Incident

The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

- a) the amount of the debt exceeds £250 (incl VAT)
- b) the claim under this Part is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Exceptions

We will not provide indemnity in respect of or arising from or relating to:

- a) any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- b) the recovery of money and interest due from another party where the other party intimates that a defence exists
- c) any claim relating to:
 - i) any settlement payable under an insurance policy
 - ii) any lease, licence or tenancy of land or buildings
 - iii) any motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
- d) any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.

General Notes

1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing Customers.team@uk.zurich.com. Zurich may cancel the policy by giving **30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.**

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

3. Bonus and fee structure

Employees and businesses who carry out work for ZIC UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

Claims contact information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Type of Claim	Claims team	Claims contact details	
Buildings, contents including "All Risks" Items	Property Claims	Tel:	0800 028 0336
Business interruption		Email:	farnboroughpropertyclaims@uk.zurich.com
Money		Address:	Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Works in progress			
Public liability	Liability Claims	Tel:	0800 876 6984
Employers liability		Email:	fnlc@uk.zurich.com (new claims) zmflc@uk.zurich.com (subsequent correspondence)
Personal assault under Money			
Personal accident		Address:	Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4)
Financial and administrative liability			
Professional negligence			
Hirers liability			
Fidelity guarantee			
Libel and slander			
Engineering insurance			
Engineering – Deterioration of stock			
Business travel			
Motor			
	Email:	zmmotorclaimsoffice@uk.zurich.com	
	Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW	
Legal Expenses	DAS Legal Claims	Tel:	0117 934 2116 (Switchboard)

General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336
5. Track open claims on-line at: <https://www.zurich.co.uk/municipal/existing-customers>

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
Registered in England and Wales | Company Number 103274 Website: www.das.co.uk
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

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Registered in England and Wales | Company Number 5417859 Website: www.daslaw.co.uk
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PATCHWAY TOWN COUNCIL
Callicroft House, Patchway, Bristol, BS34 5DQ
www.patchwaytowncouncil.gov.uk

Town Clerk and Responsible Finance Officer's Report

Quotations for Replacement Outdoor Machinery

In 2022, Patchway Town Council agreed to the purchase of a Kubota LX tractor with attachments to replace the Ransomes 'Batwing' mower, which was defunct due to poor maintenance of the stock of mowers.

Currently, the Town Council has these mowers for the below purposes:

- Ransomes HR300 – Rotary Deck used for cutting verges and small grass areas.
- Kubota LX – Tractor for large area mowing.
- Ransomes HR2250 – Cylinder deck used for the Cricket Outfield.

Patchway Town Council employ three Grounds Staff who maintain all of the parks, open spaces, verges, roundabouts and other areas in Patchway. They need working equipment in order to keep Patchway looking nice and tidy and to ensure they can do their work properly and safely.

The HR300 has been riddled with problems since the machine was pressure washed whilst still being switched on in 2019. This issue has led to a multitude of issues with the machine, and it is now no longer capable of carrying out the work that it is needed for. The Council has spent £3980.41 on the machine in this current financial year which has rectified some of the issues, however the screen **isn't** working now so the Ground Staff are unable to see the hours on the machine or if it is need of a service which is a risk to whoever uses the machine. The machine has been a financial burden to Patchway Town Council since 2019 and is not reliable. It is envisaged that the HR300 screen issues could be sorted for this to become a back-up machine to be used in emergency circumstances.

The Council's officers have set out to gather competitive quotations for a new machine and the quotes are appended to this report.

Financing the Machine:

- 4950/500 – Machinery and Tools – Available budget of £10,111.20.
- 9014/900 – New Projects – Loose capital available of £44,470.77

It is recommended that the Council take out a lease or hire purchase of a new machine rather than an outright purchase.

Patchway Town Council's Ground Staff have been consulted and they would prefer the Toro Z-MASTER® 7500 ZERO TURN MOWER – 25 horse power.



AJ Mowers



Groundcare Machinery Specialist
Sales - Service - Parts

Our Ref: NS/AJM232605

Date: 26th May 2023

Patchway Town Council
150 Rodway Road,
Bristol
BS34 5DQ

Dear Jack.

Following our recent meeting, we have pleasure in quoting you for the attached Toro machines as requested.

This quotation includes the key specification of the vehicle, features, accessories and any optional extra's as required.

All new Toro Grandstands are supplied with 5 years /1200 hour limited warranty and a 3 year warranty on the engine, full pre-delivery inspection, installation, operators and parts manuals.

This quotation is subject to manufacturers price increase and VAT at current rate.

This quotation is valid for 10 days from the date of this letter

We hope that this quotation meets with your approval and if you require further assistance, please do not hesitate to contact me on mobile number 07392 948439 or Email sales@ajmowers.co.uk

Yours sincerely
A J Mowers

Nigel Stacey.
Sales director



AJ Mowers



Groundcare Machinery Specialist
Sales - Service - Parts

1 no. Toro Z-MASTER® 7500 ZERO TURN MOWER



KEY SPECIFICATIONS:

- 37 hp Yanmar® liquid cooled turbo diesel engine stage 5 compliant
- 2.5-14cm Height of Cut
- Wide variety of Optional Accessories
- Guardian® Recycler® Cutting Decks

KEY MODEL FEATURES:

- 60" Rear discharge cutting deck
- PTO shaft-driven deck
- High-strength 7-gauge welded steel Turbo Force decks
- Industry's toughest spindle assembly
- Direct drive hydro transmission with a wet disc clutch
- Zero turn steering for increased mowing productivity
- Maneuverability around obstacles and quick turning
- Mow/transport speed around 20 km/h (12 mi/h)
- High ground clearance - able to climb a 20 cm (8") curb
- Low centre of gravity for improved hillside stability
- 5 years / 2000-hour warranty
- Extended service; 400 Hours between servicing
- 1" Heavy Duty spindle
- Jack Stand for working on the cutting deck
- 60" rear discharge Turbo-Force cutting deck



AJ Mowers



Groundcare Machinery Specialist
Sales - Service - Parts

Nett Price: 25hp

£23,610.00 + VAT

Finance:

Lease purchase 1 + 59 Monthly payments £554.11 (Total amount of VAT; £4,724 payable with the first payment)

Nett Price: 37hp

£27,975.00 + VAT

Finance

Lease purchase 1 + 59 Monthly payments £582.53 (Total amount of VAT; £5,595 payable with the first payment)

INCLUDED OPTIONAL ACCESSORIES:

Road legal lighting kit

Road license

Flashing beacon

Finance figures supplied by Scollick Business Finance Ltd.
Documentation fees may apply.

17/05/2023

Patchway Town Council
Callicroft House
Rodway
Patchway
Bristol
BS34 5DQ

For the attention of Rhianne Innocent

Dear Rhianne,

Further to our recent conversation, it is with pleasure that we submit the following quotation.

To Supply.

1 x New Kubota F391 Diesel power unit c/w 60" front mounted rear discharge mowing deck.

39hp Kubota diesel engine.
Hydrostatic transmission.
2-4 Wheel drive.
Power steering.
LED road lighting kit c/w beacon.
DVLA 1st registration and number plate.
2-Year Kubota warranty.

Kubota rrp £35,035.00
Lister Wilder nett price £29,935.00

All prices are subject to VAT at the current rate of 20%
This quotation is valid for 28 days.

Delivery dates

Every effort is taken to ensure that the advised dates are met, however there can sometimes be unforeseen delays due to things out of our control. When such delays occur, we will communicate them to you at the earliest opportunity and where possible advise on the new timescales – Unfortunately due to various reasons since the pandemic begun it has become

Thank you for your custom

**We recommend payment by BACS. Our account details are Barclays Acc no. 10575046, sort code 20-47-06.
Reference details to include your account number please.**

If you wish to pay by debit card phone 01491 821652 or 821653

much harder to give completely accurate information, we will of course endeavour to do so where possible though – Please note that we are unable to accept any liability for costs or penalties that are incurred for orders that are delayed.

Part Exchanges

The part exchange valuation is based on the machine as viewed and is valid for 30 days. If an order is placed that has a part exchange coupled with it then it is the current owner's responsibility to ensure that the part exchange continues to be maintained, within the manufacturers servicing guidelines during the delivery timescale, and that any damage that's occurred since the machine was valued is repaired prior to collection. In some circumstances when longer timescales have been experienced it might be necessary for the part exchange to be revalued.

Should you be considering your method of payment for the purchase of any machinery quoted on, finance APR rates and arrangement fees will be provided and detailed within the confirmation of order prior to completion of any regulated financial documentation. Quotations for finance have been supplied by our preferred finance company, all quotations for finance will be subject to our customers meeting the underwriting criteria of the finance provider. Alternative re-payment profiles can be provided on request. If you require further information regarding this, please do not hesitate to contact your Area Sales Manager.

We trust our quotation meets with your approval, should you wish to contact me regarding further details please do not hesitate to call me on 07831 127258 or email ian.davies@listerwilder.co.uk.

Yours faithfully,
On behalf of LISTER WILDER LIMITED



Ian Davies
Area Sales Manager – Groundcare Machinery

E&OE

Thank you for your custom

**We recommend payment by BACS. Our account details are Barclays Acc no. 10575046, sort code 20-47-06.
Reference details to include your account number please.**

If you wish to pay by debit card phone 01491 821652 or 821653

Thank you for your custom

**We recommend payment by BACS. Our account details are Barclays Acc no. 10575046, sort code 20-47-06.
Reference details to include your account number please.**

If you wish to pay by debit card phone 01491 821652 or 821653

Whole goods are due for payment as shown on the invoice. All other items are due for payment by the 28th of the month following date of invoice.

VAT Reg No. GB 435 3703 62



PATCHWAY TOWN COUNCIL
 Callicroft House, Patchway, Bristol, BS34 5DQ
www.patchwaytowncouncil.gov.uk

Town Clerk and Responsible Finance Officer's Report

Youth Work Working Party Recommendations

At the meeting of the Youth Work Working Party, Councillors received requests for funding from FACE and South Gloucestershire Playscheme. Each request was discussed at length and these recommendations have arisen from this meeting.

Financial request from FACE – Request in Appendix 1

Recommendation: It is the recommendation of this working party, to ringfence £2500 from Patchway Town Council's youth and community grants budget towards improvements to Patchway Youth Centre. This will be payable once equipment has been identified by FACE.

Background: FACE have now been assigned the lease by Southern Brooks Community Partnerships and will be moving into the youth centre in the near future. However, a lot of work will be required to bring the centre up to a good standard and new equipment is being sought.

FACE's letter outlined a request for help however after a discussing with Debbie Teml it was deemed appropriate that no grant for youth work could be given for this year, as four nights a week were still funded by South Gloucestershire Council and The National Lottery, with this fund ending in 2024.

Therefore, it was agreed that the RFO would look into what budgetary provision could be added to the Town Council's budget for next year. The National Lottery Funding may not be available to extend, so Patchway could lose 2 nights a week of youth work unless a provision is made within the Town Council's budget. The National Lottery Funding is £21,000 per year.

The working party have also reached out to Charlton Hayes Parish Council for a financial contribution towards youth work in Patchway and surrounding areas.

Financial request from South Gloucestershire Council – Request in Appendix 2

Recommendation: It is the recommendation of this working party, to award £2500 to South Gloucestershire Playscheme to assist with their summer playscheme.

Background: Patchway Town Council have always supported the summer playscheme since it's inception and is a crucial event in the Patchway calendar. However, due to the reduction of 44% in Patchway Town Council's Council Tax Base it was clear that the full amount could not be awarded.

The working party have also reached out to Charlton Hayes Parish Council for a financial contribution towards youth work in Patchway and surrounding areas.

FACE, Youth Centre, Elm Park, Filton, BS34 7PS
0117 9691938 / info@facecharity.org.uk / www.facecharity.org.uk

10th May 2023

Ref: Patchway Town Council proposals for Youth Work funding

Firstly, welcome and congratulations to any new councillors on the town council.

FACE has been delivering Youth Work in Patchway for just over 10 months now (*doesn't time fly!*) and have built up the youth work offer locally to an active programme with young people engaged in a range of projects, and especially targeted more at the 13+ age range, which was the aim when we started. **To give you an overview of the work so far...**

Youth Work from July 2022

The youth work FACE has provided includes; weekly youth clubs for ages 9+, graffiti project at the skate ramps, weekly outreach project, DJing workshops, 6 week surfing project at The Wave, 3 x Holiday Activities & Food programmes for young people in receipt of free school meals, kayaking trip, a football match against young people from the Stoke Gifford youth club (Patchway won 20-1!), **Duke of Edinburgh's awards**, football and basketball matches with the police, climbing trip, visits from the Mayor, participation in the South Glos Youth Awards scheme, accompanying young people from Patchway to the firework night and South Glos Youth Work re-commissioning event, plus involvement in the Community Safety Day, Walkabout with Patchway School Council, Early Help Community Network meetings, and lots more!

Despite staff vacancies and occasional illnesses, we have been delivering a consistent weekly provision and are building good relationships with young people, parents, schools, police, councillors, and other organisations in the area through our youth work. We are strengthening our youth work team in coming months with 2 new experienced and qualified youth workers joining the local team. (We are still actively recruiting sessional support workers / volunteers.)

We have delivered **144** sessions in Patchway in 10 months. We have individual details now for **169** named young people as well as noted contact with **173** additional young people through outreach and detached youth work. With overall attendance of **1219** attendances.

This is a massive turnaround from the **youth provision we 'inherited' in July 2022** which really only had one consistent youth club night running, attended by around 10-15 young people, all of whom were under 13.

Alongside the youth work funding from South Glos Council and the Lottery, FACE has obtained a further £7,500 from Wesport and the Violence Reduction Unit, specifically for engaging with young people in Patchway to change negative community behaviours and access sports – this has funded weekly football outreach sessions and work with girls in Patchway School - targeting those at risk of sexual exploitation (including sessions at both projects together with the police).



THE FOUNDATION FOR ACTIVE
COMMUNITY ENGAGEMENT

www.facecharity.org.uk

REGISTERED CHARITY NO. 1156904

FACE, Youth Centre, Elm Park, Filton, BS34 7PS
0117 9691938 / info@facecharity.org.uk / www.facecharity.org.uk

Youth Work contracts from 2024

If councillors are not aware, the current “Youth Activities Offer” (YAO) contract, which funds the youth work commissioned by South Glos Council, is due to end in April 2024.

FACE currently holds the contract for this geographical area and alongside our direct delivery of youth work in Filton and Patchway, we also subcontract three other providers with a contribution for youth work in Thornbury, Bradley Stoke, and Stoke Gifford.

South Glos Council will be recommissioning all this work with a 5-year contract running from April 2024 to 2029.

We are planning to tender once again for this contract together with our subcontracted partners and are therefore reaching out to town and parish councils to obtain wider contributions to enhance the youth work offer which is funded by South Glos Council.

The South Glos Council YAO tender documentation has just been uploaded to the online pro actis portal and we need to send in a proposal to them by the start of July. Decisions will be made in the autumn and new contracts will be notified in December, to start 1st April 2024.

In order to submit an accurate proposal to the South Glos Council re-commissioning of youth work for 2024-2029 we would like to ask if Patchway Town Council would be able to support and enhance the youth work financially in your area?

To provide an overview so councillors understand the current picture:

Current youth work funding

Currently youth work delivery in Patchway is funded by the YAO contract of around £40,000 from South Glos Council and an additional grant of just over £21,000 from The Lottery Community Fund. The YAO has an obligation within the contract to fund 2 nights youth work delivery for age 13+ in all priority neighbourhood areas, of which Patchway is one.

Patchway Town Council no longer makes regular financial contribution to the commissioned youth work, although has funded small grants this year for specific projects and in-kind support (such as the graffiti project at the ramps and free use of the 3g pitch) for which we are grateful.

To give the breakdown of the current funding for Patchway; South Glos Council YAO funds the weekly Senior youth club, project session, outreach work, and the fortnightly Duke of Edinburgh’s award group, as well as additional development worker time. The Lottery funding provides for the junior youth club and evening detached and outreach work. Additional funding supplements this core delivery (e.g. Wesport, HAF, etc for specific targeted projects) and also supports wider development worker time for outreach into schools, liaising with police and other youth providers, and involvement in community projects. All this funding also underpins the FACE operational costs of the work (e.g. rents, insurance, IT, admin support, payroll, etc).



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The South Glos Council YAO budget for 2024 onwards is slightly higher than current funding (only an additional £12K). The Lottery funding (£21K) is only contracted until July 2024 and it is unlikely to be rolled over. We are working with partners to find ways to replace this funding, but as yet this is unknown.

To give additional information, to compare to other areas financial contributions that we are aware of currently:

Filton Town Council funds £17,500pa for 2 Junior youth club sessions and the YAO adds an additional £10K contribution for Senior youth work in Filton.

Thornbury Town Council funds £37,000pa to fully fund 2 Senior youth club sessions (inc £11K for rent of premises) and the YAO adds an additional £10K contribution for 2 outreach & project sessions.

Frampton Parish Council funds £39,000K pa for youth provision across the village inc 4 weekly direct delivery sessions (no rent charged for premises, covered by FCPC as in-kind additional support) and the YAO adds an additional £4K for contribution for an outreach session.

There are many other town and parish councils that contribute in different ways for their youth work, e.g. Bradley Stoke Council employs their own youth service in-house and Yate Town Council budgets in the region of £220K and funds a youth venue (the Armadillo).

Patchway Town Council contributions 2024-2029

There are a number of options for Patchway Town Council to contribute to the youth work funding. Here are some example proposals which the Town Council may like to consider:

1. £5,000pa contribution to the existing youth work budget – this would enable us to retain the cheaper weekly subs for young people in Patchway. *Currently young people in Patchway pay 50p entry, whereas across the rest of our provision it is £2 per session (with a half price annual 'Friends of FACE' scheme in place for regular members) – this budget is used for programme resources, workshops, trips, etc which are always increasing in cost and therefore may be limited in Patchway in future without us increasing subs.* This would underpin all the youth work we provide in Patchway to keep it affordable but also more sustainable.
2. £10,000pa as either a contribution to the existing provisions, or for 'project funding' which would enable our youth work team in Patchway to provide additional projects all year round alongside the weekly youth clubs - e.g. possible courses for young people such as cooking, babysitting, first aid, safety, etc. plus workshops and activities such as music, arts, or media projects, holiday programmes and residential trips. *This currently is limited unless we obtain wider grants as we have no additional funding for these kinds of projects.*



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3. £18,000pa would fully fund an additional weekly evening of youth work along with development worker time for additional projects and community engagement alongside this. We would look to extend our youth work to provide another Senior youth club night at the Patchway Youth Centre.
4. £22,000pa would provide security for the 2 additional sessions which are currently funded by the Lottery until July 2024. If the Lottery decide to provide continuation funding (*although we are told this this is unlikely*) the funding would enable further Senior sessions to be developed.

There may be other proposals and projects that the Town Council would like to suggest – these are just some examples we feel would enhance our youth work delivery offer in Patchway currently and enable the work to be better sustained as we move in to the next 5-year YAO contract.

If you would like to discuss them in more detail we would of course be willing to do this.

As mentioned above, the tender proposal outline needs to be submitted to South Glos Council by the end of June so any decisions from PTC before then would be great to be included in our area submission.

Please don't hesitate to contact me should you have any further queries.

Many thanks,



Debbie Teml

Charity Director



THE FOUNDATION FOR ACTIVE
COMMUNITY ENGAGEMENT

www.facecharity.org.uk

REGISTERED CHARITY NO. 1156904



South Gloucestershire Playscheme,
C/O Coniston Community Centre,
The Parade,
Patchway,
BS34 5LP

24th May 22, 2023

South Gloucestershire Playscheme – Larger Grant Aid Application

Dear Councillors,

South Gloucestershire Playscheme would like to apply for Larger Grant Aid of £5,000 from Patchway Town Council to go towards our summer scheme.

Last year we received £5,000 grant funding from the Town Council. Unfortunately, due to ever increasing costs, without this vital funding from the Town Council, we would be forced to significantly reduce our delivery in Patchway.

This year we would like to deliver the playscheme Monday to Thursday for children aged 5-11. Fridays would be fun activities for the whole family.

Our playscheme is a resource for children and families living in Patchway (including Charlton Hayes) and is not intended as formal childcare. We receive funding towards children who are on free school meals from the HAF at South Glos Council (which has been cut further this year compared to last), but we are unique in terms of ensuring that every child can come, regardless of their financial status, which is important, especially during this tough economic climate. Our sessions are from 10.30am – 2.30pm each day, and the children attending the playscheme sessions each receive a free lunch provided by Snack Attacks. The children take part in arts & crafts, games, sports, reading challenges and other fun activities. We do not use any computers / phones / technology as we feel that children learn so many new skills through socialising and playing with other children.

We employ teams of experienced play workers rather than activity providers as this helps keep costs lower. We welcome volunteers and actively encourage applicants from the age of 14. Last Summer we had 4 Patchway residents volunteering, with one volunteering for over 105 hours.





We have responded to feedback and requests from families attending our family sessions in the half terms. They asked for more family sessions so they can spend quality time with their family doing fun activities. We believe that by offering the family sessions one day a week, we will reach a greater number of families living in Patchway and Charlton Hayes. The family sessions are aimed at encouraging them to participate in fun activities together and are open to the whole family. The sessions allow the whole family to bond which they may not be able to do at home due to the numerous distractions. Parents have feedback that they like that they can bring younger and older children with them (from baby up to 16 years old), and the sessions help prepare the younger children for when they are old enough to attend our playscheme. The sessions help to reduce isolation and helps build stronger relationships within the community. These sessions enable us to signpost families to other organisations or services they may want or need.

Last summer, our Patchway location for 5-11 year olds was fully booked in under 24 hours of the booking system going live, with many parents joining the waiting list for spaces. We provided lunch to all children attending and feel this is an important element to maintain due to the current cost of living rises which is affecting all families in Patchway. Last year we had 106 different children attend from Patchway (including Charlton Hayes), and 15 (14%) of these children had additional needs.

In the last 12 months, we have delivered the following:

Summer 2022 – 20 sessions during August for the playscheme (children aged 5-11). We had 106 different children from Patchway / Charlton Hayes attend.

October half term 2022 – 4 family sessions and a Halloween party and parade with over 34 families (109 different people) attending.

Christmas 2022 – 4 sessions with 67 different children attending, 14 of whom had additional needs.

February half term 2023 – 4 sessions with 28 different families attending (91 people)

Easter 2023 – Family activities – 6 sessions with 27 different families (54 people) attending. 4 sessions for playscheme (children aged 5-11) with 55 different children attending.





May – The King’s Coronation party – we had 50 different people attend over the 2-hour session.

We are also delivering 3 sessions for families over the May half term.

We have brought in funding to the amount of £16,900.00 to deliver these projects (not including the £5,000 from Patchway Town Council last summer). We have also had over 250 hours of volunteering completed in Patchway.

We would really appreciate your consideration of our request for this grant.

Kind regards

A handwritten signature in black ink, appearing to read "Ternaya Cummings". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Ternaya Cummings

Playscheme Director





PATCHWAY TOWN COUNCIL
Callicroft House, Patchway, Bristol, BS34 5DQ
www.patchwaytowncouncil.gov.uk

Town Clerk and Responsible Finance Officer's Report

Report on May Half Term events funded by Patchway Town Council

It was a joy to behold, seeing so many residents having fun in the May half term fun in Patchway! Patchway Town Council funded a lot of events throughout the week to ensure residents had lots to do whilst the sun was shining and it did not disappoint!

They shoot, they score!

Our Sport Fundays with Signature Sports Coaching were once again a real hit with over 30 children a day taking part in the activities on the Jason Franklin 3G Facility. The coaches ran sessions in the morning which were lots of fun and included football, basketball, cricket and athletics to add a variety of sports into our young residents half term. Basked in the sunshine, the children were enthusiastic with the cheers being heard over in Snack Attacks. All in all, the workshops were a brilliant success and thanks must go to Signature Sports Coaching for ensuring these workshops go ahead.



Two Magical Mornings...

The Community Hub at the Casson Centre re-opened for two mornings like no other for our little residents and their families! Wednesday saw the hub return and return it did with over 40 people cramming into the centre to take part in magic themed arts and crafts. They were treated to a fun-filled 45 minute show by Johnny G with his magic, puppetry and own variety of comedy! Friday, saw **the hub's doors re-open** with a skilful circus skills workshop. The children thoroughly enjoyed the activity with many trying out hula-hooping, diablos and plenty more! On both days, Snack Attacks provided us with a free packed lunch for the children who attended, so a massive thanks must go to them! It was lovely to see the hub so full of people and we cannot wait to see everyone back when re-open on Tuesday and Thursdays until September!



PATCHWAY TOWN COUNCIL
Callicroft House, Patchway, Bristol, BS34 5DQ
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Friday also saw the return of Crole's small funfair in Scott Park, with teacups, hook-a-duck and a MASSIVE bouncy castle to boot! The small fair had been arranged as a taster for our July 'Party in the Park' event and it did not disappoint. The fair was busy from the off with residents enjoying the sunshine as well as the attractors on offer. Ducks were hooked, cans were smashed down and everyone had a joyous time!





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Patchway Town Council's Party in the Park Event Update – Saturday 8th July 2023.

- All acts and entertainment are now booked in and confirmed.
- Geoff Twentyman, The Mayor and representatives from Patchway and Charlton Hayes Community Sports Association will be opening all of the new facilities with a ribbon cutting ceremony at 12pm.
- We have a good number of staff and councillors to help run the event; however, we would like more Councillors to assist.
- Risk assessment has been completed as well as a detailed event plan.
- The budget plan for the event is coming in at just over breaking even.

Income	
PTC event budget allocation	£ 5,275.00
Sponsorship (<i>x 5 on 7/5/23</i>)	£ 1,500.00
Croles Funfair for 2/3 days	£ 820.00
Paying market stalls (<i>x 18 on 7/5/23</i>)	£ 225.00
Food traders (<i>x 6 on 7/5/23</i>)	£ 375.00
Total	8,195.00
Expenditure	
Stage	£ 2,987.00
Marquee / chair hire	£ 1,500.00
Entertainment	
Lucy Hartland-Mann - Circus skills	£ 700.00
Mini Concerts	£ 1,049.50
JoJo Sparkles	£ 420.00
Bristol Fun for Hire Inflatables	£ 129.00
Special Ocasions Mascots x 4	£ 300.00
Signature Sports coaching	£ 195.00
Security	£ 800.00
Photography - Gary Millward	£ 100.00
Total	8,180.50
Running balance	14.50



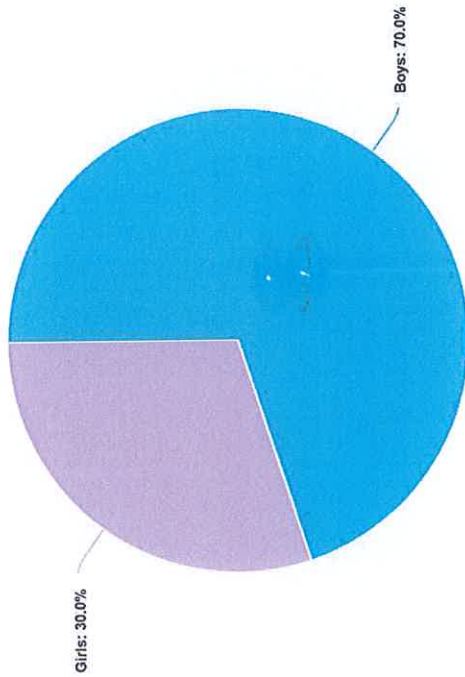
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May and June events in Scott Park.

Patchway Town Council has run five outdoor, free after school events in Patchway in Scott Park. The main aim of these events is to assist Patchway Town Council's associated businesses in the park as well as creating a cohesive community. We have seen thousands of people descend into Scott Park, with one event generating over 600 attendees. These events have been very popular. The officers have secured sponsorships for some events as well as income of £400 from a funfair. It is proposed that these events will stop as the Town Council prepares for its 70th anniversary party in the park.

Scott Park Facility - Patchway

Signature
**SPORTS
COACHING**



71

Number of children who accessed sports sessions

8

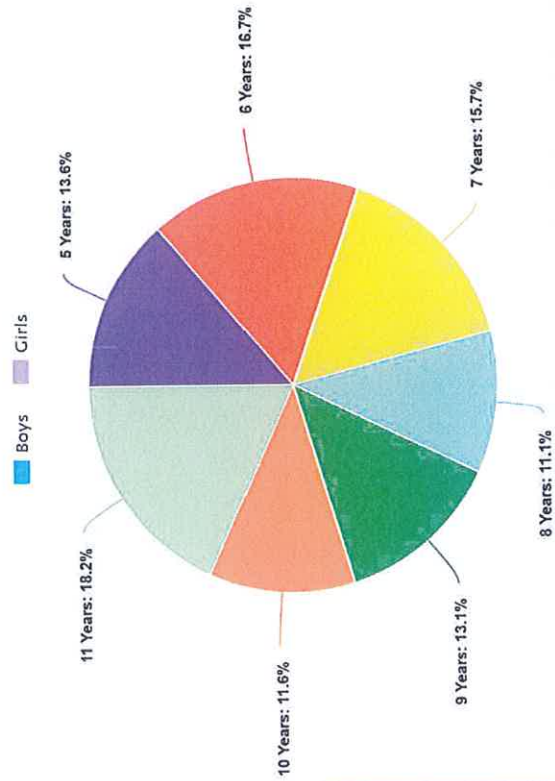
Average Age

54

Number of parents who accessed sports sessions

11

Number of different school's children attended from





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Town Clerk and Responsible Finance Officer's Report

Report on Patchway Community Hub

The Patchway Community Hub at The Casson Centre re-opened with a BANG on Wednesday 31st May 2023, as the doors were thrown open for a magic show and crafting session with a circus skills workshops and craft taking place on Friday 2nd June. These are included in the PTC events report.

The Wednesday event was attended by 22 children and 16 adults and the Friday event was attended by 21 children and 14 adults. Both of these events were at full capacity however no families requested any items from the community larder.

The week commencing Monday 5th June 2023, saw the hub re-open on Tuesday and Thursday. On Tuesday, two residents attended and on Thursday, one resident attended with a further one accessing the community larder for toiletries.

In the closure period, there had been no request to Callicroft House for the food larder and since opening, only one person has accessed this provision.

The hub has been staffed by volunteers as per the Clerk's report since reopening.



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Town Clerk and Responsible Finance Officer's Report

Report on Patchway Twinning

It has been a very comprehensive time when it comes to dealing with the Twinning matters here in Patchway.

Visit from Gauting in May 2023

In May 2023, we had eight students from Gauting in Germany attend with a teacher and their Chairman of their Twinning Association for a week visit to Patchway. The main reason for this visit was work experience in local primary schools, Coniston Primary and Stoke Lodge (Callicroft pulled out a couple of days before the visit) and to benefit from being within the school setting.

As with any Twinning visit, all of the guests were hosted by families from the Patchway Friends of Twinning Group, and everyone thoroughly enjoyed their visit. The guests were shown around Patchway, including a meal in the new café at Scott Park, got to meet Patchway young people and enjoyed a roast dinner at The Patch!

The guests also enjoyed visits to the Mall at Cribbs Causeway, the SS Great Britain and a day out in Bath to conclude their trip! The feedback has been very positive, and it is hoped that this visit will be every year to Patchway.

During the week, the Town Clerk, Deputy Town Clerk, a teacher, and Chairman of the Gauting Twinning Association met up with Gemma Mills (Head of MFL) at Patchway Community School to discuss a way going forward with young people and Twinning. This was a very positive exchange and the school are now energised to send some young people to France and Germany for work experience. Of course, the Town Council will have a pivotal role to play but this is a very positive step forward for all involved with Twinning. The main benefit is to educate our young people and hopefully this is now what we can do!

Visit to Clermont in June 2023 - Please see separate report.

Work Experience in Patchway in July 2023

A Gauting student will be coming to Patchway for a two-week work experience at Coniston Primary School. The young person, who is 17, will be hosted by one of the friends of Patchway Twinning and will be spending two weeks in year 5. This is another very positive step forward for Twinning and shows that Patchway are now being considered as an equal partner to the other two Towns.

The Patchway Twinning Trophy

The Patchway Twinning Trophy has been gathering dust in Callicroft House for a number of years. As part of the Twinning relaunch, we have offered all local primary and secondary schools to nominate someone who has made outstanding progress with their language skills. A Year 5 pupil from Coniston Primary School will be awarded in July 2023. They will hold the cup for a year along with a token gift from the Council.



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Patchway Twinning Delegation Represents Town at Clermont L'Hérault

Mayor of Patchway Cllr Dayley Lawrence, members of the Patchway Friends of Twinning and the Deputy Clerk headed to our twin town of Clermont L'Hérault in France on 31 May 2023 to represent the town at the 50th Anniversary of Twinning between Clermont and our German twin town of Gauting.

Our delegation attended a Welcome event on the Wednesday evening meeting the Clermont and Gauting delegations and being matched with generous host families for the four day visit.

On Thursday, a series of films were screened at the Cinéma Alain Resnais in Clermont with the key film produced by students from high schools on Clermont and Gauting featuring interviews with key twinning figures across many years. This was followed by a lunch at the stunning Château des Guilhem where wild goats had to be chased away from the food by brave diners including the Mayor.

The Official Celebration Evening was held at the nearby Château de Malmont where the three Mayors of the twin towns made speeches to celebrate the cultural, educational and sporting links across the three towns. Mayor of Patchway Cllr Dayley Lawrence made a speech for the large, assembled crowd thanking our hosts and partners, and reinforcing **Patchway's commitment to this international exchange of ideas and culture**. Cllr Lawrence was also made a Chevalier De La Vigne through a special ceremony.

This evening was also a wonderful opportunity for a number of the Patchway Friends of Twinning to reacquaint themselves with old friends from across many years, including Lucy Hamid, John Thomas, Win and Ken Williams. And for Sylvaine Jestin and Dayley Lawrence to meet more recent international acquaintances.

On Friday, the delegation visited the stunning Lac du Salagou before an official tree planting ceremony outside Clermont Town Hall with Cllr Lawrence representing Patchway. A meeting of the three Mayors discussed the strengths of twinning and ideas for future programmes to include an emphasis on involving the young people of the three towns, and the possibility of a Spanish twin town joining the group. The evening was concluded with the opening of an exhibition of French and German artists at a stunning church location.

The final day of the programme included a visit to the stunning Cap D'Agde with the Musée de l'Ephèbe providing fascinating insights to the local sub-marine archaeology. The delegation then visited the shores of the Mediterranean with the Patchway delegation joining our French and German friends in the warm waters for a swim. The final day was concluded with an informal buffet dinner for people to share their experiences of the past few days and looking to the future.

We are really keen for young people to become increasingly involved through our local schools, and in July a delegation from Patchway heading to Gauting for the final twinning visit of 2023 will include teachers from Coniston Primary School.

Patchway is Twinned with Clermont l'Herault and Gauting.





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The Patchway Friends of Twinning is seeking new people to join the group and ensure that this invaluable link to other cultures in Europe remains relevant and successful for the residents and young people of Patchway. Please email office@patchwaytowncouncil.gov.uk for more information and to get involved.

Patchway is Twinned with Clermont l'Herault and Gauting.



Conclusion of the negotiations reference potential acquisition of land in order to extend the cemetery.

1. To recap in January 2023 both Almondsbury and Patchway Town Council at their respective Full Council meetings following the submission of a report submitted by the Clerk of the Almondsbury Joint Burial Committee (attached to this report but not including appendixes for the information of newly appointed Councillors) deliberated the purchase of one acre of land owned initially by the Keel family and a consortium of other interested parties.

2. Almondsbury Parish Council and Patchway Town Council decided -

The purchase of land by both Almondsbury Parish Council and Patchway Town Council is **agreed** on a 50:50 basis, at their (Keel and interested parties) valuation of **£100,000, plus their associated costs namely a contribution towards their fees of £2,500 plus VAT.**

The purchase of this land is subject to the following conditions –

- That the purchase is dependent upon full planning permission being **obtained** for the change of use of this green belt land for the purposes of the cemetery extension.
- In this respect of this change of use a pre-application submitted on behalf of both Councils resulted in South Gloucestershire planning stating in their response - ***'The proposed development would be acceptable in principle.'***
- The appointment of the CDS Group was agreed by both Councils to take ownership of this application and complete a Tier 2 Groundwater Risk Assessment and other documented matters required in the submission of a full planning application to South Gloucestershire Council.

This meant permission **had to be granted by the land owners** to access this potential land acquisition site in order to carry out the Tier 2 Groundwater Risk Assessment and the other documented matters.

The CDS group once appointed have informed their work once started will take at least 6 months before a full planning application would be submitted to South Gloucestershire Council.

The exact time scales will be legally agreed by all parties concerned.

Agreement was further made to appoint the appointment of Loxley Solicitors, Wotton Under Edge to represent both Councils should these **conditions be agreed** by the land owners in order to legally document the agreements and conditions etc relating to this land sale or other specialised legal counsel.

If these conditions were **not agreed**, then both Councils concluded that the purchase of land **would not take place.**

3. These conditions of purchase were relayed via DJ&P land agents to Voyce Pullin land agents (representing the Keel family and a consortium of other interested parties) for their consideration.

4. The response from the Keel family and a consortium of other interested parties was not as quick as one would have anticipated. On a monthly basis thereafter DJ&P (at my request) enquired if this conditional agreement as set by both Councils had been deliberated and a decision reached.

5. On the 26th May 2023 DJ&P reported -

I have finally heard back from Voyce Pullin after they had taken instructions from their client.

Unfortunately, their clients are not willing to agree to a 'subject to planning' offer, and will only proceed on an unconditional basis. They are not wanting to run the risk of consent being refused and a failed planning application against the land, impacting the future value of their asset.

Please let me know the council's position and whether they may consider an unconditional offer for the land.

6. Pros and Cons of a conditional purchase/unconditional purchase -

Conditional Purchase - £100,000, plus their associated costs namely a contribution towards their fees of £2,500 plus VAT **would not be spent** unless full planning permission was obtained for the change of use of this green belt land for the purposes of the cemetery extension including a Tier 2 Groundwater Risk Assessment carried by the CDS group.

Unconditional Purchase - £100,000, plus their associated costs namely a contribution towards their fees of £2,500 plus VAT **is spent without a guarantee** that the land purchased will obtain full planning permission.

Although South Gloucestershire Council planning following a pre-application enquiry reported - **The proposed development/change of use would be acceptable in principle** providing the conditions of a full application are met (PDF document of the rely in full from South Gloucestershire Council is attached).

The conditions set by South Gloucestershire Council reported in the pre planning application form part of the work in which the CDS Group would deal with in their contract with both Councils including the results of a Tier 2 Groundwater Risk Assessment.

On the basis that this is an extension of land adjoining an existing cemetery adhering to these conditions and Tier 2 Groundwater Risk Assessment should present no difficulties in its conclusion, **but again cannot be guaranteed until conducted and again presents a risk to both councils.**

7. The possibility has also been considered of purchasing the land at an agricultural rate and upon a successful planning application the difference amounting to £100,000.00 would be paid. However, DJ&P land agents following their protracted discussions with Voyce Pullin Land Agents reported -

*On the basis of the discussions, I have had with Voyce Pullin, I consider that this will not be a route that their client would wish to pursue. **They are seeking unconditional offers with all monies to be paid on completion.***

8. This decision by the land Owners on the land acquisition being without unconditional was reported back initially to the Clerks of both Councils for inclusion as an agenda item at their next respective Full Council meeting for a decision by Councillors to simply -

To continue with the purchase unconditionally or cease negotiations and not to continue with this land purchase.

9. If the latter is decided, consideration in releasing a public statement by both Councils informing the parishioners that negotiations to purchase additional land to extend the cemetery has concluded without agreement. Therefore, the projected time span of the cemetery using simple equations following a Cemetery audit of available grave space resulted in the following assessment -

a. If one new burial grave is issued each month for an interment then no new burials would be able to take place after –

44 current graves available divided by 12 = **3.5 years**

69 graves including the 25 potential new graves divided by 12 = **5.5 years**

b. If one new cremated remain grave is issued each month for an interment then no new cremated remain interments would be able to take place after –

188 current graves available divided by 12 = **15.5 years (if 2 month - 7.75 years).**

10. Please find my report submitted to both Councils in January 2023 in relation to this matter (without appendixes - extremely large file) for reference -

For the information of both Almondsbury Parish Council and Patchway Town Council with regards to the proposal to extend Almondsbury Cemetery by the purchase of adjoining land.

Stephen Taylor Clerk to Almondsbury Joint Burial Committee 3rd January 2023

1. Introduction to Almondsbury Cemetery

Almondsbury Cemetery was purchased by Almondsbury Parish Council on 4th April 1939 (At this time Patchway was in the parish of Almondsbury). The cemetery was subsequently consecrated in two parts on 2nd October 1939 and 1st May 1954. A cemetery extension was

acquired on 7th March 1990 by Almondsbury Parish Council, after the purchase of land owned by the Keel family and this new section of the cemetery was consecrated on 19th February 1997. Almondsbury Joint Burial Committee (AJBC) was established in 1953 and its first meeting was held on 21st May 1953 when Patchway separated from Almondsbury Parish Council by becoming a Parish Council. In 1997 Patchway Parish Council became a Town Council.

2. Timeline of the important factors established during the AJBC pursuance of land for cemetery extension

a. 2017/18

Enquiries began in October 2017, when following the approval of the AJBC contact was made with DJ&P land agents to enquire on behalf of the AJBC whether in principle the landowners whose land was adjacent to the cemetery were willing to sell their land for a potential cemetery extension. The AJBC at this time were considering the feasibility to acquire 5 acres.

This adjacent land was owned at that time by two parties the Knapp and the Keel family and they were both represented by the same land agent Voyce Pullin Auctioneers, Valuers and Rural Surveyors. At this time 2 Acres was being considered and a survey was conducted by DJ&P and they produced a map at **Appendix A**.

In this process it was important to ensure that the carpark highlighted in **Appendix A**, was in the absence of records registered at the Land Registry as being owned by Almondsbury Parish Council following the purchase of land from the Keel family in 2012. The access via this car park to the potential land adjacent to it for a cemetery extension at this location had to be investigated. It was subsequently confirmed as being owned by the APC.

As a result, DJ&P on behalf of the AJBC began their enquiries with Voyce Pullin Land Agents. It was established that the Knapp family were not willing to sell their land. The Keel family were not prepared to sell land adjacent to the car park but were potentially willing to sell a continuation of land behind the cemetery known as the Lawn Section. Please see map at **Appendix B (shaded blue area)**.

The AJBC then correctly referred this potential land acquisition to both Almondsbury Parish Council and Patchway Town Council in 2018 for their respective consideration at a Full Council meeting on the issue to provide equal funding with regards to potential purchase of the 2 acres of adjoining land.

Almondsbury Full Council decided -

It supported in principle the purchase of 2 acres of land for additional cemetery space, on the basis that the cost is shared equally with Patchway Town Council (50:50 split)

Patchway Full Council decided -

Did not support the financial purchase in principal and referred the matter back to the AJBC to make enquiries with regards to the obtaining the land via a Compulsory Purchase Order (CPO).

As a result, of Patchway Towns Council decision, the feasibility of a CPO route was as requested investigated.

Enquiries were made in relation to the viability of a Compulsory Purchase Order and the following discussions took place with Legal Services at South Gloucestershire Council, the Society of Local Council Clerks (SLCC) legal team and the Institute of Crematorium and Cemetery Management (ICCM) re procedure etc.

In summary, following the consultation with South Gloucestershire Council Legal Services proved key to this enquiry they advised that in order to initially consider a CPO route – Both Almondsbury Parish Council and Patchway Town Councils would have to make a joint application in full agreement, stating the case as to the reason why a CPO route had been taken and clearly state their reasons as to why a diplomatic resolution was not possible or successful during negotiations with the landowner.

However, a CPO **would not** be considered by the South Gloucestershire Legal Executive whilst a diplomatic solution remained viable. In this case a land sale negotiation remained feasible option. This effectively ended a CPO consideration at this time as a land purchase was evidently an option that could be considered by both Councils.

Legal Services at South Gloucestershire Council explained that for both Councils information should they consider such an option in the future they would have to –

- a. Undertake a legal obligation to underwrite all South Gloucestershire's legal and clerical costs in the due process that would follow their submission of a potential CPO application.
- b. Undertake a legal obligation to underwrite the full costs of the subsequent Public Enquiry which would follow a CPO and would note that this process could potentially take two years or more. In addition, willing to address the media and the public during this period of consultation including the scrutiny of their action in taking CPO proceedings.
- c. Undertake a legal obligation to underwrite the full costs of the market rate of the land, which would be independently assessed.
- d. Undertake a legal obligation to underwrite the full cost of any compensation awarded to the landowners during this process and be prepared to meet their legal fees, including any third-party professional fees.

It was emphasised by South Gloucestershire Legal Services that a CPO route would be very costly to both Councils and significantly more than any potential negotiated agreement with the landowners.

Having established these facts, the AJBC were duly informed, and this matter was again referred back to both Councils in 2018 for inclusion at a Full Council meeting to establish if an agreement on the same could be established as follows -

a. Almondsbury Parish Council was asked if it supported a CPO route, as proposed by Patchway Town Council.

b. Patchway Town Council was asked if it still supported a CPO route in view of the enquiries made and if not was willing to reconsider the purchase option on the basis that the cost was equally shared with Almondsbury Parish (50:50 split) as previously agreed by them.

Following their respective Full Council meetings, both Councils dismissed completely a CPO route in acquiring such land and Patchway Town Council agreed to jointly fund the potential acquisition of land for a cemetery extension in conjunction with Almondsbury Parish Council on a 50:50 basis.

In accordance with advice received from DJ&P in January 2018 with regards to their valuation of the land as at **Appendix C** and following the above agreement by both Councils a formal offer of £40,000.00 (This was in accordance and below the limit agreed at that time by AJBC which was £50,000.00). This offer was submitted by DJ&P to Voyce Pullin in August 2018 as at **Appendix D** focusing on 2 acres of land initially as at **Appendix B (shaded blue area)**.

In September 2018 Voyce Pullin communicated back to DJ&P informing that the offer had been rejected **as at Appendix E**. It appeared that the issue of Probate and Inheritance Tax featured in their consideration (This was due to the death of the landowner Mr Keel in 2017 his estate including the land in question being placed under the umbrella of probate).

In November 2018 enquiries were made with regards to further negotiations with regards to the land acquisition by DJ&P to Voyce Pullin but were told that the District Valuer was still engaged with the implications of Inheritance Tax as at **Appendix F**.

b. 2019 and 2020

The issue of probate continued to hinder further negotiations with regards to the land acquisition, with DJ&P briefed to try establish the cost of 1 acre of land with Voyce Pullin as to what the Keel family wanted for the same.

In March 2019 DJ&P received a response from Voyce Pullin as to their calculation of the land value, resulting in DJ&P stating as at **Appendix G** -

'I find his (Voyce Pullin) bewildering, but somewhat repetitive of an email he sent my former colleague'.. went onto say 'As such, given the disparity in our figures, I fear we will struggle to reach an acceptable outcome with this client'

Voyce Pullin method of calculation is documented at **Appendix H** and the approximation of figures of £150,000.000 to £2,586,000.00 was made with regards to their valuation of the land worth to the AJBC and as such commented –

'My clients are still willing to sell but it needs to be at a figure that reflects the potential income that the site will generate and not based on land values as their use of the site is neither agricultural, equestrian nor amenity'

No factual statement was made in relation to exactly what price was wanted for the land as a result of this calculation method. The avoidance of this actual figure continued, possibly due to the issues of probate, however in view of the calculation method now being used by Voyce Pullin, it was decided by the AJBC to concentrate on the feasibility of purchasing 1 acre of land with an option to purchase at a future date a second acre, but the primary focus as determined by the AJBC now remained on 1 acre of land but such enquiries seemed to be muted.

In the early part of 2020, no responses had been received with regards to the sought cost of 1 acre of land and these negotiations completely stalled when the Coronavirus Epidemic struck the Country followed by the unprecedented restrictions that were then placed on people, organisations, and continuing working practises by the Government.

c. **2021 and 2022**

Once the Coronavirus Epidemic restrictions were alleviated and the issue of probate had been apparently been finalised and dealt with, DJ&P Land Agents were again tasked by the AJBC to resume land sale negotiations with Voyce Pullin Land Agents as at **Appendix I**.

In May 2022 DJ&P communicated that they had finally received a response from Voyce Pullin, confirming that the land was still for sale and as a result DJ&P formulated their costings at a figure of £60,000.00 for 1 acre of land as a potential offer going forward as at **Appendix J**.

DJ&P in their negotiations with Voyce Pullin seemed to have consensus with this sum, but Voyce Pullin later had to report that the land was now owned by a consortium of seven interested parties (up from the previous four but including the next of kin of the late Mr Keel) and reported that any offer would have to ensure that all parties would have to receive a significant sum in order to be acceptable. Although a figure was not disclosed it was muted in excess of £1000,000.00 an acre. Please see this notification at **Appendix K**.

In June 2022, Voyce Pullin contacted DJ&P and offered the land at 2 acres for the sum of £160,000.00 with payments split over 4 years at £40,000.00 per annum as at **Appendix L**.

In July 2022, due to fact that such proposals had fluctuated previously it was essential in order to convey these proposals to the AJBC it had to be in writing and with a request to consider alternative considerations in the interests of the AJBC as at **Appendix M**.

No response from Voyce Pullin was received until September 2022 when DJ&P reported that their review of the price of land had once again fluctuated to a higher cost than that suggested in June 2022. That their calculation method had now changed from calculating potential revenue to the AJBC to comparable land sales and as such valued 1 acre of land at £100,000.00.

DJ& P reported as follows at **Appendix N** -

This will be a different approach in terms of having to provide enough comparable evidence to show the market value of the land.

Voyce Pullin – 07/09/2022

In terms of an update, I have just sold two half acre plots for £80,000 (£160,000/acre) and £100,000 (£200,000/acre) respectively which are in an AONB not in a settlement boundary and with very slim chances of development which makes the £80,000 per acre seem to low and it should in fact be closer to double that. Even you are selling 0.70 acres covered in trees in the middle of nowhere on Pilning Street for £35,000 which again makes £80,000 per acre on the edge of the village look cheap.

If anything, the longer your clients wait the price appears to be increasing so they really need to make their minds up and make a firm offer as this has been rolling on for several years now with two of your predecessors. My advice to my clients is that in fact based on just other sales disregarding the potential income the council can generate from the land it should instead be £100,000 per acre

In consultation with DJ&P it was agreed that a more focused emphasis was required to end the uncertainty of the changing of valuations, the introduction of other variables and to obtain an exact cost that would be agreed on the sale of 1 acre.

The response from Voyce Pullin to DJ&P in October 2022 is documented at **Appendix O** and was follows -

Following discussions with my clients they have confirmed that they would be agreeable to the following terms with regards to the sale of 1 acre:

- 1. £100,000 (One Hundred Thousand Pounds).*
- 2. Contribution towards their fees of £2,500 plus VAT.*
- 3. Exchange and completion by the 3rd February 2023.*
- 4. This offer will be available until the 1st December 2022.*

Please note conditions 3 and 4 of this offer as my clients don't want to be in the same position in another 6- or 12-months' time when the parish council decide they want to accept an offer and the land market has moved on again. Also, they would expect a contribution to their costs as detailed in condition 2 because they have already incurred costs as this has been drawn out over several years and they are already out of pocket.

The response was somewhat bewildering and the deadlines set completely unrealistic in view of the recorded facts of this process and the continual changes in price valuations without committing to the same in written document. Albeit it must be considered by the nature and the context of the recent language used as a new tactic employed by Voyce Pullin in conjunction with the interested parties at this point in the sale negotiations.

In addition, it was also apparent that Voyce Pullin and the several parties involved who they represented were unaware of the due process that was needed to be taken by the AJBC and both Almondsbury Parish Council and Patchway Town Councils thereafter.

This process included the fact this was public not private funding that was going to be used in the purchase, which had to be carefully deliberated by Councillors from both Councils, especially at the cost now established in the purchasing of 1 acre of land and the further ancillary costs that would be incurred in such a purchase and subsequent transition of the land in question.

As a result, DJ&P were asked to relay the following to Voyce Pullin Land Agents for both their and their client's information as at **Appendix P**. The response was as follows –

The deadlines at 3 and 4 are completely unrealistic as I would like you to explain the below information to Voyce Pullin, so that they can understand the due process involved.

Firstly, Almondsbury Joint Burial Committee is not able to purchase the said land, only Almondsbury Parish Council and Patchway Town Council can agree to this.

Almondsbury Joint Burial Committee is made up from Councillors which represent both Almondsbury Parish Council and Patchway Town Council.

*The AJBC will have to agree to the potential purchase at the next scheduled meeting on 17th November 2022 (**I will make this an agenda item if the extension is agreed**).*

If the AJBC agree now that definite costings have been established (this has been the fundamental issue of continual changes in the pricing structure received and potential negotiations thereafter on the same including the reduction of the amount of land first thought could be acquired if pricing valuation had been less than sought), as clerk to the AJBC I would report back to both the clerks of Almondsbury Parish Council and Patchway Town Council, both orally and by way of a detailed written report outlining the case of the requirement to purchase the additional land.

*The respective clerks of these councils in conjunction with the advice from their responsible finance officers will then refer the request to purchase this land **equally** as an agenda item at a **full council meeting**.*

*The next Full Council meeting (held monthly) in which this issue can be an agenda item will be in **January 2023** at the earliest.*

I have as clerk of the cemetery no control of this agenda item inclusion.

At this full council meeting the respective Councils will decide if its financially prudent for them to proceed.

The outcomes could possibly be one of the scenarios listed below -

a. If it is not agreed by both councils then obviously the AJBC will be notified as will all the parties involved and that will be the end of matter.

b. If one Council agrees and the other does not, then it will be requested that the sole council who is agreement consider the purchase. If agreed – this would then exclude the other council and its parishioners from the new part of the cemetery should this course of action be taken.

c. Both Councils agree to the acquisition of land.

d. Further information is required by Councillors of either council or both and such enquiries will be relayed immediately in order to ascertain the answers of the same and hopefully by the next full council meeting.

Therefore, it is requested that due to this due process is extended for at least 6 months, assuming agreement is reached by both councils is ascertained in order to exchange and complete on the acquisition of land.

As stated, this process had to be considered carefully by the AJBC and both Councils with a need to consider all the information in its deliberation.

No response was received from Voyce Pullin to DJ&P until 1st November 2022 as at

Appendix Q –

Noted but if the councils really want the land, then there is nothing to stop them arranging a special meeting to discuss the matter sooner and they have had several years to decide if they wanted to buy the land or not.

All I can say is that I cannot guarantee the figure required to agree the deal will be the same in 6 months or if my clients will want to sell then. So, I would suggest they make this point clear to all parties involved in the decision-making process as soon as possible because my clients have made it clear their patience is wearing thin at the time and cost involved each time this drags on for another 6 months.

Based on the facts that is now presented namely -

a. The request to extend the deadlines set by Voyce Pullin had not been ruled out completely albeit with the threat of an increased cost in relation to the sale of 1 acre of land or being withdrawn for sale.

b. The cost of this 1 acre of land had now been finally established at £100,000.00.

I was able to present this information at AJBC meeting in November 2022 and they unanimously agreed to purchase the additional 1 acre of land with the intention to extend the cemetery and as such this decision became the first stage of this necessary process.

This decision by the AJBC resulted in the immediate referral of this matter to both Almondsbury Parish Council and Patchway Town Council, requesting inclusion on their respective agendas at their next full council meeting for their consideration once all the additional documentation required in this process was received from outside organisations.

Following the AJBC meeting this future referral for an agenda item at a Full Council meeting was relayed to the respective Clerks of both Councils for their initial attention pending this report and the additional documentation.

In the interim DJ&P were notified of the AJBC decision and was requested to pass on this information to Voyce Pullin for their client's information to maintain correct and expected protocol of communication during these advanced negotiations.

DJ&P Land Agents have produced a formal report for both Councils information of this time line of negotiations and the sale price now established of the land to be considered for a cemetery extension – please refer to Appendix R.

3. Additional matters for both Almondsbury Parish Council and Patchway Town Council to note during their consideration with regards to the viability of this purchase of land from both a cemetery and financial perspective.

a. Almondsbury Cemetery Audit

In conjunction with the purchase of potential land for a cemetery extension, a detailed audit of the cemetery, together with a full examination of the cemetery maps and records dating back to 1939 took place in 2021/22 was undertaken.

This was to establish the below criteria as no previous cemetery documentation was available which recorded such data within the various sections of the cemetery.

The audit examined the following criteria –

- The actual number of graves at the cemetery
- The number of grave spaces that have been pre-purchased at the cemetery
- The available grave spaces at the cemetery
- The grave spaces deemed and recorded as available at the cemetery but are not available due to errors in the historical recording of the data in cemetery records and maps
- The grave spaces deemed and recorded in cemetery records and maps as available at the cemetery but not available due to the changing landscape of the actual topography of the cemetery itself since 1939 and 1992
- The potential additional grave space within the cemetery
- An estimation of the actual life span left at the cemetery before new interments would no longer be available to the parishioners from demographic areas of both Councils (additional interments in existing graves would obviously continue whilst there was grave space in the same).

Result of Audit

The cemetery is divided in different sections as follows –

Old Section.

a. Burial graves

There are 597 graves in this section.

All the burial graves have been used except for 13 burial graves which remain unoccupied but have been pre-purchased for future use.

There are no burial graves in this section that have been affected by underground root growth.

In consideration of obtaining further burial grave spaces within this section - 5 new graves have been found within this section that are feasible for future use and have not been recorded in these figures or within the cemetery records itself.

b. Cremated Remains Graves in Garden of Remembrance

There are 34 graves in this section.

27 cremated remain graves remain unoccupied for future use within this section, and none have been pre-purchased for future use.

There are no cremated remain graves in this section that have been affected by underground root growth.

c. Cremated Remains near Rose Garden.

There are 60 graves in this section.

All the cremated remain graves have been used except for 9 cremated remain graves which remain unoccupied but have been pre-purchased for future use.

There are no cremated remain graves in this section that have been affected by underground root growth.

d. Cremated Remains situated between perimeter wall and remembrance wall.

There are 320 graves in this section.

8 cremated remain graves remain unoccupied for future use within this section and 123 graves which remain unoccupied but have been pre-purchased for future use.

There are no cremated remain graves in this section that have been affected by underground root growth.

Lawn Section

a. Burial Graves

There are 1721 graves in this section.

44 burial graves remain unoccupied for future use within this section and 65 burial graves which remain unoccupied but have been pre-purchased for future use.

There are 22 burial graves in this section that have been affected by underground root growth, incorrect allocation of space due to the actual topography of the land and historical siting of a bench (affecting 2 burial graves) etc that can no longer be allocated.

In consideration of obtaining further burial grave spaces within this section - 20 new graves have been found within this section that are feasible for future use and have not been recorded in these figures or within the cemetery records itself.

b. Cremated Remains Graves

There are 76 graves in this section.

All the cremated remain graves have been used except for 13 graves which remain unoccupied but have been pre-purchased for future use.

There are no cremated remain graves in this section that have been affected by underground root growth.

Banks Section – Cremated Remain Graves only

There are 199 graves in this section.

153 cremated remain graves remain unoccupied for future use within this section and 7 graves which remain unoccupied but have been pre-purchased for future use.

There are no cremated remain graves in this section that have been affected by underground root growth.

In conclusion there is a total –

A. There are 2318 burial graves in total at Almondsbury Cemetery.

There are 44 graves available for future interments.

There are 78 graves that have previously been pre-purchased and to date no interments have taken place.

In consideration of obtaining further burial grave spaces within the burial sections – a total of 25 new graves have been found within this section that are feasible for future use and have not been recorded in these figures or within the cemetery records itself.

B. There are 689 cremated remain graves.

There are 188 cremated remains graves available for future interments.

There are 152 graves that have previously been pre-purchased and to date no interments have taken place.

In consideration of obtaining further cremated remain grave spaces within these sections – there is the feasibility to increase the capacity of cremated remain grave spaces by at least 50. Some could be kept within the cemeteries recorded sections, others not so and placed randomly within the curtilage of the cemetery. However, it would have to be accepted that these new graves would possibly affect the aesthetic appearance of the cemetery itself. These potential new graves have not been recorded in these figures or within the cemetery records itself.

Feasible Simple Scenario reference time spans of graves becoming full –

a. If one new burial grave is issued each month for an interment then no new burials would be able to take place after –

44 current graves available divided by 12 = **3.5 years**

69 graves including the 25 potential new graves divided by 12 = **5.5 years**

Following CDS Group calculations of 640 graves in one acre of land (email at **Appendix W**) -

640 graves divided by 12 = **53.5 years**

640 graves plus 69 existing and potential graves = 709 graves divided by 12 = **59 years.**

b. If one new cremated remain grave is issued each month for an interment then no new cremated remain interments would be able to take place after –

188 current graves available divided by 12 = **15.5 years**

238 graves including the 50 potential new graves divided by 12 = **19.5 years**

Following CDS Group calculations of 1600 graves in one acre of land (email at **Appendix W**) -

1600 graves divided by 12 = **133.5 years**

1600 graves plus 709 existing and potential graves = 2309 graves divided by 12 = **192.5 years.**

The time span cannot be completely certain as there is the likelihood of more than one interment) in different months that more than one new grave will be used and when burial grave space becomes unavailable the use of cremated remain interments will be undoubtedly increase.

In addition, the continuing increase in the demographic population of both Almondsbury Parish Council and Patchway Town Council and the aging population of the same will see a rise in the potential number of interments thereby reducing the grave space accordingly.

In conclusion

The audit which was submitted to the AJBC at its November meeting provided the information to the AJBC and supported their case to urgently consider the purchase of the additional land for a cemetery extension.

This extension to the cemetery would continue to provide a choice of interment type for the parishioners of both Councils not only in the immediate term but for generations to come with continuing efficient and effective management of the operational and administrative running of the cemetery.

b. Financial

To assess the financial feasibility of acquiring additional land for a cemetery it is important for both Councils to consider the following costs in association with the land purchase –

a. Planning permission

This is an obvious prudent consideration to determine if planning condition is either likely or permitted.

To start this process in accordance with the guidance given by DJ&P Land Agents (please refer to page 2 at **Appendix R** of the report submitted by DJ&P) from the onset of negotiations with Voyce Pullin Land Agents, a pre-planning application was that next stage now that a cost for 1 acre of land has been established.

In line with this advice the AJBC at its November meeting approved a pre-application planning enquiry to assess the feasibility of approval of planning permission should both Councils acquire this land which is currently classed as green belt to extend the cemetery.

This application was sent and received on 3rd November 2022, please refer to **Appendix S**.

Note - prior to this submission, direct communication with South Gloucestershire Council planning was made with regards to this process for their advice and guidance.

The South Gloucestershire Council planning report following this application is attached at **Appendix T** and at **paragraph 2** informed *'The proposed development would be acceptable in principle'*.

b. The necessity to engage the professional services of an approved company on behalf of both Councils to undertake essential tasks in this process in the full planning application to South Gloucestershire Council.

Enquiries have been made via Institute of Cemeteries and Crematorium Management (ICCM) to recommend the services of such an industry.

One of two companies recommended were the **CDS Group** who specialise in Cemeteries and Crematoriums and Environmental Solutions. They are currently tasked with similar responsibilities at Thornbury Cemetery in the development of the land to extend their cemetery.

This company will if tasked, take ownership of this matter thereafter and deal with the following criteria in brief –

a. Tier 2 Groundwater Risk Assessment – a necessary requirement at Almondsbury Cemetery. Tier – High priority conducted in month 2. **Cost £4357.60.**

Please refer to the report from CDS Group in relation to this specific matter at **Appendix U**.

b. Preliminary Ecological Appraisal. High priority conducted in month 2. **Cost £2800.00**

c. Archaeology pre-app advice. High priority conducted in month 2. High priority conducted in month 1. **Cost £250.00**

d. Site Location Plan. High priority conducted in month 1. **Cost £375.00**

e. Utilities Plan. High priority conducted in month 1. **Cost £350.00**

f. Topographical Survey. High priority conducted in month 2. **Cost £1200.00**

g. RIBA Stage 2 Design Brief and Concept Design General Site Layout. Medium priority conducted in month 3. Cost **£1800.00**

Once the Concept Design General Site Layout design has been produced an approved by South Gloucestershire Council then tenders for this work would be submitted to carry out this work would be submitted to both Councils for approval. **The cost of implementing this work in accordance with the concept design is unknown at this time.**

h. Development Proposal. Medium priority conducted in month 3. Cost **£750.00**

i. Planning Application Submission. Medium priority conducted in month 4. LCDS Fee. **Cost £1500.00**

j. Planning Application Submission. Medium priority conducted in month 4. LPA Fee. **Cost £ TBC**

k. Post planning submission consultation allowance. Medium priority conducted in months 4-6. Cost **£800.00.**

k. Project Management. Medium priority conducted in months 1-6. Cost **£1800.00.**

Total cost (not including J) - **£15,982.60.**

Please refer to the report submitted by the CDS Group with regards to this schedule and priority criteria at **Appendix V.**

The CDS Group also provided the quantity of graves that could be considered in 1 acre of land during the design concept, as follows –

Based on a 5ft by 9ft burial plot, one would fit approximately 10 cremated remain plots 0.5m x 0.5m in dimension.

Therefore, with the calculation ratio of 80% burial and 20% cremated remains this would equal approximately 640 burial plots and 1600 cremated remain plots. Please refer to email at **Appendix W.**

At d (re the Potential future income of graves accommodated in 1 acre of land, based on In Parish fees and at 2022 prices in accordance with grave space allocation as provided by the CDS Group) in the cemetery fees section an approximation of the potential income of the extended land by 1 acre is documented.

c. The legality of purchase and recommendations from DCK Accounting Ltd.

Appropriate guidance on behalf of both councils was sought with DCK Accounting Ltd with regards to this potential land acquisition.

A report was sent to them (Mr Derek Kemp) requesting his assessment on the purchase and in relation to a given set of various scenarios in this process.

Please note - DCK Accounting Ltd provides advice to both Councils on their accounting, finances, and audits to each Council annually.

In summary, the advice received was -

By far the most preferable solution would be for the JBC to purchase the additional land using its existing funds, augmented by equal contributions from both councils. Based on the financial situation at 31st March 2022 (the latest I have available), this contribution would need to be (based on £100K acquisition costs) at least £40,000 (and probably £50,000) to ensure that the JBC continues to have sufficient working capital to continue operating comfortably.

DCK Accounting confirmed that the purchase of this land could be legally purchased from CIL funding (Community Infrastructure Levy – which must be used within a 5-year time frame or run the risk of it being reallocated away from both Councils by South Gloucestershire Council). CIL funding would also not affect the financial precept of both Councils.

The report from DCK Accounting Ltd is attached at **Appendix X**.

d. Potential future income of graves accommodated in 1 acre of land, based on In Parish fees and at 2022 prices in accordance with grave space allocation as provided by the CDS Group.

Cemetery Fees

The fees at Almondsbury Cemetery were for a considerable period in comparison with other cemeteries in the Bristol and South Gloucestershire areas considerably lower and simply too cheap.

They did not keep in line with annual cemetery expenditure which as expected increases on an annual basis. In addition, no differential was applied to cemetery fees which was either In or Out of Parish. This was correctly identified and addressed by the AJBC together with other measures for the effective and efficient management of the cemetery, for example –

a. Grant of Rights (GOR)

This is in effect a grave deed and no GOR is no longer be sold to persons for a future interment regardless of the fact if the applicant lives *In or Out of Parish*.

b. Interments

Whether a burial or a cremated remains interment or scattering a applicable fee differential is now applied to applicants who live *In or Out of Parish and no new interments are permitted to persons who do not live within the Parish area (with the exception of owning a historical pre-purchased within the cemetery)*.

Similarly, as with Parish Financial Contributions Cemetery fees are evaluated each year when the AJBC determines its budget for the following year and a percentage increase ranging from 1 - 3 % or more depending upon the economic climate including the option to apply the RPI rate (At the time 12.6%) plus 1% can be applied.

The AJBC at its November meeting following annual budget review and planned expenditure in 2023/24 decided that for the financial year 2023/24 the Cemetery fees would increase as follows –

In Parish fees by 3% and Out of Parish fees by 6%.

The current fees for Almondsbury Cemetery are attached at *Appendix G*.

The current costs of the purchase and initial first interment is –

a. The Exclusive Right of Burial - **£1215.00**

Interment Fee - **£670.00**

Total Cost - £1885.00

Based on 640 burial graves in 1 acre of land (80% of this type of interment) = 640 x £1885.00 = **£1,207,040.00**

b. Purchase of a Cremated Remains Grave for interment with Grant of Rights for a period of 50

years - **£624.00**

Interment fee - **£624.00**

Total Cost - £1248.00

Based on 1600 cremated remain graves in 1 acre of land (20% of this type of interment) = 1600 x £1248.000 = **£1,996,800.00**

Total potential future income to the AJBC with reference to these graves being accommodated in 1 acre of land is **£3,203,840.00**

In Conclusion.

Both Councils are requested at their Full Council Meeting to consider the following options and conclude by deciding on the same.

I have also considered options in the Councils deliberation of the following matters -

1. The Purchase of the land by both Almondsbury Parish Council and Patchway Town Council for a cemetery extension at the current cost of £100,000.00, plus the additional associated fees in the consideration of the same on a **50:50 basis**.

This would be in line with agreement made by both Councils in 2018 and in accordance with the advice received from DCK Accounting as stated in the document at **Appendix X**.

This is by far the most preferable solution would be for the JBC to purchase the additional land using its existing funds, augmented by equal contributions from both councils. Based on the financial situation at 31st March 2022 (the latest I have available), this contribution would need to be (based on £100K acquisition cots) at least £40,000 (and probably

£50,000) to ensure that the JBC continues to have sufficient working capital to continue operating comfortably.

2. If 1 above is not agreed, consideration on an alternative financial route to acquire the land as suggested by DCK Accounting in points a to d below as at Appendix X,

They are –

a. *Should one council be unable to afford such a significant contribution immediately, would be for the other partner council to advance the entire additional contribution against an agreed schedule of reimbursement from the other (with or without an appropriate interest charge).*

b. *A further alternative would be for one or other of the partner councils to make a formal loan to the JBC to cover the cost, repayable over a (relatively short) period.*

Any Capital Repayments would merely be a transfer from HBC to the lending partner, which would be eliminated on preparation of the appropriate AGAR (along with the year end indebtedness), and therefore not reportable as borrowing therein.

Any interest payable on the borrowing (and I would recommend the adoption of then-ruling PWLB Rates as being appropriate) would obviously be shared (as operating costs not loan charges since the borrowing is “internal”) equally between the two councils, the lending council being the sole recipient of the equivalent interest income.

c. *The least preferable alternative would be for (APC) to purchase the land, treat it as its own asset and rent it to the JBC at commercial rates.*

d. *Finally, the two partner councils could jointly borrow (from e.g., PWLB) to cover the acquisition cost but this would add a layer of complication to future AGAR reporting.*

Please note – DCK Accounting Ltd would be prepared to explain in order to clarify these financial considerations in person to both Councils, but has already discussed these options with the Almondsbury Parish Council Finance Committee.

3. If both Councils agree to this purchase at point 1 or to any of the alternative proposals at point 2 –

Then both Councils may wish to consider that the land purchase (simply due to the high cost of the same) **is conditional** on the following –

a. Part payment of the land to secure the same and the remainder paid in full following a successful planning application with South Gloucestershire Council, approving the change of use of this land for the purposes of a cemetery extension.

b. Purchase the land only following a successful planning application with South Gloucestershire Council, approving the change of use of this land for the purposes of a cemetery extension.

c. Proceed irrespective if point 1 or to any of the alternative proposals at point 2 is agreed.

Both Councils should note –

a. The points at 3 a and b above is completely dependent on further successful consultations via DJ&P Land Agents with Voyce Pullin Land Agents reaching an agreement on the same including the permission re 3b of allowing the excavation tests for Tier 2 Groundwater Risk Assessment on the proposed land site a requirement of a full planning application.

b. Should this process not be accepted by Voyce Pullin Land Agents in consultation with their clients then the proposed extension of the cemetery via a land purchase would effectively be concluded due to there being no acceptable agreement between all the parties involved effectively ending the prospect of a cemetery extension at this time.

4. Both Councils to agree (if there are agreements at points 1,2 and 3 between both Councils and both land agents) –

a. The appointment of the CDS Group and fund this process to undertake the Tier 2 Groundwater Risk Assessment and each of the other documented matters including the requirement to submit a full planning application with the necessary conditions being implemented (Environmental report for example) as previously referred to *at Appendix U*.

b. That on agreement of a or b with the owners of the said land that both Councils agree to in the appointment of the solicitors as recommended by DJ&P Land agents in the legal agreements that would follow this agreement, namely Loxley Solicitors, Wotton under Edge who are experienced in this field of law.

At Patchway Full Council Meeting it was concluded –

The Council unanimously supported the compromise that Stoke Lodge residents should have the benefit of in parish rates and that Stoke Lodge & the Common Parish Council should pay the same Precept as the other Councils but have no representation on the committee.

In conclusion, Almondsbury Parish Council supported the AJBC recommendation whilst Patchway Town Council did not and sought a compromise.

As a result, the AJBC again referred the matter to both Councils for inclusion at a Full Council meeting for a potential compromise on the same.

This matter was resolved and the status quo remained in that Stoke Lodge and the Common Parish Council would not be permitted to join the AJBC and its Parishioners would remain Out of Parish.

However, as caveat it is requested by Patchway Town Council that this matter is again re considered should the AJBC acquire future additional land for a cemetery extension.

On the 23rd November 2022 the Clerk to Stoke Lodge and the Common requested inclusion again and stated -

As you know when Stoke Lodge and The Common Parish separated from Patchway Town Council for some reason our inclusion within AJBC did not form part of the legal paperwork and as such our residents ceased to be able to be buried in the cemetery. This has, understandably, been very upsetting for some residents who wish to be buried in the same place as their families. I understand that the committee are now in the process of acquiring

additional land for the cemetery. As a lack of space was cited as a reason we could not join previously, we would like to respectfully request that the committee please consider Stoke Lodge and The Common Parish being included again.

Both Councils are requested to consider –

If both Councils agree to purchase the land for a cemetery extension whether Stoke Lodge and the Common could potentially join this venture. Therefore, both Councils need to deliberate on the following –

- a. Stoke Lodge and the Common has no part in this land acquisition.
- b. Stoke Lodge and the Common do form part of this land purchase and contributes an equal share to its funding in all aspects.
- c. If b. if agreed - Permit the inauguration of Councillors onto the AJBC thereafter once the land has been acquired and in doing so consideration to pay appropriate financial Parish contributions (formerly known as precepts) to the AJBC, back dated to 2013 or an agreed period from 2013 to present year.

Almondsbury Joint Burial Committee
Almondsbury Parish Council
24A Gloucester Road
Almondsbury
South Gloucestershire
BS32 4HA

Application PRE22/0709
Ref: (Please quote at all times)
Date: 3rd January 2023

**TOWN AND COUNTRY PLANNING ACTS 1990 (AS AMENDED)
YOUR PRE-APPLICATION ENQUIRY**

Dear Mr Taylor

APPLICATION NO: PRE22/0709

DESCRIPTION OF DEVELOPMENT: Extension of existing cemetery.

APPLICANT: Almondsbury Joint Burial Committee

LOCATION: Almondsbury Cemetery Tockington Lane Almondsbury South Gloucestershire BS32 4DZ

Thank you for your request for pre-application advice on the above proposal received on 3rd November 2022

1. Description of the proposal and constraints on the site

This pre-application enquiry seeks advice regarding the likelihood of gaining planning permission for the change of use of land from Agriculture to Cemetery as defined in the Town and Country Planning (Use Classes) Order 1987 (as amended) at Almondsbury Cemetery, Tockington Lane, Almondsbury. The site is situated outside any defined settlement boundary within the Open Countryside and Bristol and Bath Green Belt.

2. Summary of our view about the proposal

The proposed development would be acceptable in principle.

Any future application submitted would need protect/enhance the existing trees and hedgerows; and be supported by Transport, Ecology and Arboricultural information.

3. Our views on your proposal

Principle of Development

This pre-application enquiry seeks advice regarding the likelihood of gaining planning permission for the change of use of land from Agriculture to Cemetery as defined in the

Town and Country Planning (Use Classes) Order 1987 (as amended). Policy CS23 of the Core Strategy seeks to ensure the Council will work with partners to provide additional, extended or enhanced community infrastructure. The existing cemetery falls within the description of community infrastructure. The development would be acceptable in principle but would need to be determined against the analysis set out below.

Green Belt

The application site is located in part of the Bristol and Bath Green Belt, where development is restricted. Paragraph 150 of the NPPF sets out certain types of development that are not inappropriate in the Green Belt provided they preserve its openness. One such development being the material change in the use of land (which includes but is not limited to: cemeteries and burial grounds). Based on the above, it is considered that the proposed change of use (to cemetery) confirms with national policy and would preserve the openness of the Green Belt.

Design and Visual Amenity

Policy CS1 of the Core Strategy and Policy PSP1 of the Policies, Sites and Places Plan seek to ensure that development proposals are of the highest possible standards of design. This means that developments should be informed by, respect, and enhance the character, distinctiveness and amenity of both the site and its context.

Further to this, PSP2 states that development proposals will be acceptable where they conserve and where appropriate, enhance the quality and distinctiveness of the landscape. Here, PSP2 makes reference to the character of landscape which is formed (but not exclusively) of hedgerows, trees and woodlands. Proposals that seek to alter the landscape must appropriately reflect and incorporate existing landscape attributes to ensure high quality design is achieved.

No detailed plans have been submitted in support of this pre-application enquiry. Any future planning application submitted should retain the existing trees and hedgerows on site as far as practical, and should propose new trees and hedgerow be planted to match the existing.

Residential Amenity

Policy PSP8 of the Policies, Sites and Places Plan outlines that development proposals will be acceptable provided that they do not create unacceptable living conditions or have an unacceptable impact on the residential amenity of the occupiers of the development or of nearby properties. Unacceptable impacts could result from (but are not restricted to): loss of privacy and overlooking; overbearing and dominant impact; loss of light; noise or disturbance; and odours, fumes or vibration.

It is unlikely that there would be any harm to the residential amenity of neighbouring properties.

Highway Safety and Transport

No transport information has been submitted in support of this pre-application enquiry. It is not clear whether the proposed development would increase the travel demand of the site. This information would be required in support of any future planning application submitted.

Ecology

No ecology information has been submitted in support of this pre-application enquiry. Any future planning application submitted should be supported by a Preliminary Ecological Appraisal (and subsequent surveys is required) to assess the impacts of the proposed development on protected species.

Trees and Hedgerows

No Arboricultural information has been submitted in support of this pre-application enquiry. Any future planning application should be supported by an Arboricultural Report (and tree protection plan if necessary) to assess the impacts of the proposed development on the existing trees and hedgerows on site.

4. Planning History

PT11/0976/F

Change of use of agricultural land to land for use as a car park in connection with Almondsbury Cemetery. Creation of new vehicular and pedestrian access. (Resubmission of PT10/3340/F).

Approve with Conditions (09/05/2011)

PT10/3340/F

Change of use of agricultural land to land for use as a car park in connection with Almondsbury Cemetery. Creation of new vehicular and pedestrian access. (Resubmission of PT10/0889/F).

Refusal (01/02/2011)

PT10/0889/F

Change of use of agricultural land to land for use as a car park in connection with Almondsbury Cemetery. Creation of new vehicular and pedestrian access.

Refusal (07/06/2010)

P88/1367

Use of approximately one acre of land as extension to existing cemetery.

Approval Full Planning (08/01/1992)

The National Planning Policy Framework requires that LPAs have access to tools and processes for improving the design of new development including review and assessment frameworks. Due to the nature and/or scale of the proposal it is requested that you submit the scheme for independent Design Review. The Council considers that the best opportunity to support the design progression is at the pre-application stage. Design West has a contractual agreement to provide design panel review services with South Gloucestershire Council. The review service is confidential, and the response letters do not enter the public domain until the scheme reviewed is made public.

For more information visit <https://www.designreviewwest.org/>

Any future application would be determined in accordance with the Council's adopted Development Plan at the time of consideration, which is available by visiting [Development plan |](#)

[BETA - South Gloucestershire Council \(southglos.gov.uk\)](https://www.southglos.gov.uk) Further information on the information required to submit an application and the relevant fee is available by visiting [Submit a planning application | BETA - South Gloucestershire Council \(southglos.gov.uk\)](#)

The above response provided represents the professional opinion of the officer and is given based on the information submitted as part of this enquiry. Consultation has been undertaken in line with the Council's pre-application process and no additional consultation (including third party) has been undertaken. The views expressed are given without prejudice to any future decision by the Council or its elected representatives.

Case Officer: Oliver Phippen

Date: 3rd January 2023

Authorising Officer:

Date: 3rd January 2023