



## STONEHOUSE TOWN COUNCIL

To Members of the Town Business Committee

You are hereby summoned to attend a meeting of the Committee to be held on Monday 4<sup>th</sup> March 27<sup>th</sup> February 2024 at 7pm at the Stonehouse Town Hall/Library, Queens road, Stonehouse, GL10 2QA

**Committee Members:**

Councillors: John Callinan (Committee Vice Chair), Keith Creighton, Mike Davis (Committee Chair), Carol Kambites, Madelaine Maraboli-Roman, Gary Powell, Wendy Thomson and Theresa Watt

All residents of the Parish are welcome to attend and a period of up to 15 minutes will be set aside at the beginning of the meeting for members of the public to raise questions.

*Carlos Novoth*

Town Clerk

27<sup>th</sup> February 2024

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*Attendees are reminded that the Proceedings of this meeting may be filmed, photographed or recorded.*

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### A G E N D A

B/662 To receive apologies

B/663 To receive Declarations of Interest

B/664 To approve the minutes of the Business Committee meeting held on 5<sup>th</sup> February '24

B/665 To receive the latest budget position

B/666 To approve the latest payments list

B/667 To receive the minutes of the latest Trustees meeting of Stonehouse Community Association

B/668 To recommend for full council approval Stonehouse Town Football Club's new lease agreement

B/669 To receive the results of the tender evaluations and recommend for full council approval the award of the council's grounds maintenance contract to the successful contractor

B/670 To recommend for council approval the following policies:

- Grant Policy
- Risk Management Policy
- Health and Safety Policy
- Code of Conduct

- Investment Strategy

B/671 To approve The Door's latest funding proposal for March 2024

B/672 To approve the recruitment of a short-term replacement for the Business Support Officer during her time on maternity leave

B/673 To receive updates from the following working groups:

1. Climate Change Action Forum
2. Oldends Lane Development
3. Support Stonehouse
4. Youth
5. Policy
6. Internal Audit Panel

B/674 To note the date of the next meeting - Monday 4<sup>th</sup> March 2024

Notes on Agenda items, Business Committee Monday 4<sup>th</sup> March 2024

<b>B/664 BC Minutes</b>	Draft minutes attached
<b>B/665 Budget report</b>	Report attached
<b>B/666 Payment list</b>	Payment list attached
<b>B/667 SCA</b>	See attached Minutes of meeting Feb '24
<b>B/668 STFC Lease</b>	See attached draft lease agreement
<b>B/669 Grounds Maintenance contract</b>	<p>At its meeting on 16<sup>th</sup> October, '23, Council RESOLVED to subject its Grounds Maintenance Service Contract to competition through an open tender process, using the Government's 'Contract's Finder' website.</p> <p>The Tender return date was Noon 23<sup>rd</sup> February.</p> <p>The council received five compliant tenders; in compliance with council's direction, the Chairs of both Environment and Business Committees signed these off as having been received by the town council by the due date and time.</p> <p>Tenders have since been evaluated separately by the two Committee Chairs and the Town Clerk; evaluations were discussed and a mutually agreed conclusion reached. Evaluations were based on 50% cost and 50% Quality with the quality element consisting of Environment, Health and Safety and, Resourcing – details were included in the Invitation to Tenderers provided to all bidders</p> <p>An overview and scoring of each submission is to be provided at the meeting.</p>
<b>B/670 Policies</b>	See attached Policies
<b>B/671 The Door funding proposal</b>	<p>See attached proposal for March 2024</p> <p>By treating March '24 separately at this meeting, future proposals will be synchronised with each quarter within the 2024/25 financial year</p>
<b>B/672 Staffing</b>	<p>The recently recruited temporary replacement for the Business Support Officer has decided to leave the authority owing to a longer-term employment opportunity becoming available. Business Committee is asked to approve the further immediate recruitment for this temporary post. The cost of the post during both the remainder of 2023/24 and forthcoming financial year 2024/25 has been accommodated within the council's existing budgets</p>







**Minutes of a Town Business Committee  
held on Monday 5<sup>th</sup> February '24 at 7.00pm  
at the Town Hall**

**Present:** Councillors, John Callinan (Committee Vice Chair), Mike Davis, Carol Kambites, Madelaine Maraboli-Roman, Gary Powell and Wendy Thomson

**In Attendance:** Carlos Novoth (Clerk); a representative of Stonehouse School of Trustees

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*Attendees were reminded that the Proceedings of the meeting could be filmed, photographed or recorded.*

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A Representative of the Stonehouse School of Trustees was offered to speak in support of their grant application when the item was under discussion.

**B/651 To receive apologies**

Apologies were received from Cllrs Keith Creighton and Theresa Watt

**B/652 To receive Declarations of Interest**

There were no declarations of interest.

**B/653 To approve the minutes of the Business Committee meeting held on 15<sup>th</sup> Jan '24**

There was comment that the minutes did not specifically detail what was actually stated within agenda item B/649. There was wide debate over whether the issue being discussed should have been included in the agenda item. The Clerk highlighted the fact that the minutes should reflect discussion but not provide a verbatim record of what was said at meetings; the Clerk suggested that should Cllrs wish for their comments to be fully recorded, they should provide notification of this in writing to the Clerk prior to the meeting, or at the very least make a specific request at the meeting. Whilst it was felt by some Cllrs that the minutes did adequately reflect the meeting, the Clerk, on this occasion, agreed on the following change - to read:

4. **Youth** - Good recent meeting. Cllr Thomson liaised with Sportily and Maidenhill School to facilitate the reopening of the sports centre and the possibility of providing athletic training facilities at the school

Subject to this change, Committee **APPROVED** the minutes as a true and accurate record of the meeting.

With agreement of the Committee, the Chair brought forward Agenda item B/657

**B/657 To approve a grant application from the Stonehouse School of Trustees**

The School of Trustees representative was asked to speak. He provided a brief overview of what was a slightly complex issue. He explained that the Trust was in place to provide financial assistance to school children in need of financial support within the local community and that having to pay for the necessary work on the trees owned by the School of Trustees detracted from this. There was recognition that the organization may at some time in the future apply for further grant funding.

The Chair enquired about the grant budget - the Clerk highlighted the fact that whilst the grant budget had now been spent, there was an anticipated underspend for the year within Business Committees budget and so the committee could award the grant if it chose to  
Committee **APPROVED** the grant application for £1,000 in full.

**B/654 To receive the latest budget position**

Officers highlighted the following:

- Money from the Nat West bank has not yet been transferred to CCLA.
- Football club lease income due shortly.
- Phone mast lease income - there will be a shortfall of approx. £5,000.
- Wessex cadets income - two year's income received
- Investment interest - not updated due to lack of information.
- Pavilion programmed maintenance - overspend to be covered by earmarked reserves.

Committee **NOTED** the Actual Net Income of £402,660.87, Actual Net Expenditure of £289,972.17 and Reserve movement of £14,223.35.

**B/655 To approve the latest payments list.**

There was further debate over the use of Amazon for the purchase of three items that the Clerk stated he could not secure in Stonehouse. It was felt that if this was the case, Officers should have tried to purchase the items from other nearby towns and also through other outlets that could make deliveries. It was highlighted that Business Committee, at its meeting on the 17<sup>th</sup> July 2023, made the following commitment:

*'Stonehouse Town Council to stop paying for the Amazon Prime subscription and to continue to purchase locally from Stonehouse where possible and to only use Amazon when considered necessary'.*

Committee **APPROVED** the latest payment list totalling £33,808.15.

**B/656 To approve minor funding requirement for The Door's 'Food Fridays' activity**

The Clerk explained that 'The Door' needed to follow the council's due process when seeking authorisation for its funding proposals and that he has written to them detailing this (Cllr Thomson asked for a copy of the email). In order to ensure that the Food Friday's activity is not disrupted, the Clerk suggested making the outstanding payments on this occasion.

Committee **APPROVED** the following payments totalling £116.37:

- Invoice No 1329 £93.94 Dated 23<sup>rd</sup> Oct 2024



- Invoice No 1348 £22.43 Dated 15<sup>th</sup> Jan 2024

**B/657** To approve a grant application from the Stonehouse School of Trustees  
Agenda Item brought forward - See above for detail.

**B/658** To approve the formation of a Town Council working group to lead on potential Transfer of land at Court View  
Committee **RESOLVED** to form a new council-led working group to lead on its discussions with the current developer of Court view and report back to committee. Members of the working group to be kept to a minimum but to include Cllrs John Callinan and Theresa Watt and the Project Officer.

**B/659** To receive an update on the High street Car Parking consultation  
Committee **NOTED** the updated position as detailed in the support papers.  
Changes to the parking arrangements will take effect from 27<sup>th</sup> February '24

**B/660** To receive updates from the following working groups:

1. **Climate Change Action Forum** - Meeting has been arranged for Tuesday 13<sup>th</sup> February at 7.30 in the Woolpack - the discussion will relate to the Electric Bike Hub concept.
2. **Oldends Lane Development** - The group has not met recently. A meeting has now been arranged with STFC re work on the sewage line
3. **Support Stonehouse** - A further warm spaces leaflet to be produced and circulated to the town shops, Library, Doctor's surgeries etc.
4. **Youth** - Date of the next meeting is 22<sup>nd</sup> March 2024
5. **Policy** - There was a request for the Chair of Committee and Policy working group member for feedback from Cllr Thomson over the Council's Health and Safety Policy as she had concerns. The Terms of Reference for the Council and Committees would be brought to committee shortly - other policies are due for review later this year
6. **Internal Audit Panel** - Cllr Keith Terry has committed to undertaking the next ICC check-

**B/661** To note the date of the next meeting - Monday 4<sup>th</sup> March 2024  
Committee **NOTED** the next Committee meeting.



# Financial Budget Comparison

## for Town Business Committee

Comparison between 01/04/23 and 26/02/24 inclusive. Includes due and unpaid transactions. Includes commitments.  
Excludes transactions with an invoice date prior to 01/04/23

		2023/2024	Reserve	Actual Net	Balance	Bal %age
<b>INCOME</b>						
<b>Town Business Committee</b>						
100	Precept	£373,973.21	£0.00	£373,973.00	-£0.21	0.00%
105	Newsletter Advertising	£100.00	£0.00	£0.00	-£100.00	-100.00%
120	Feed-in Tariff from Town Hall	£800.00	£0.00	£588.51	-£211.49	-26.44%
125	Stonehouse Town FC lease	£600.00	£0.00	£0.00	-£600.00	-100.00%
126	STFC Water Recharge	£0.00	£0.00	£0.00	£0.00	0.00%
127	STFC Electric Recharge	£0.00	£0.00	£1,678.24	£1,678.24	100.00%
130	Athletics Field Lease	£0.00	£0.00	£0.00	£0.00	0.00%
135	Phone Mast on Land	£7,000.00	£0.00	£5,998.12	-£1,001.88	-14.31%
140	Building Lease at OEL	£637.00	£0.00	£1,273.04	£636.04	99.85%
145	Magpies Social Club	£3,150.00	£0.00	£2,887.50	-£262.50	-8.33%
150	Community Centre Lease	£500.00	£0.00	£500.00	£0.00	0.00%
155	OEL Pitch Hire	£2,000.00	£0.00	£870.00	-£1,130.00	-56.50%
160	Misc Income	£500.00	£0.00	£1,533.28	£1,033.28	206.66%
170	Investments Interest	£0.00	£0.00	£0.00	£0.00	0.00%
171	Bank Interest - Lloyds Bank	£200.00	£0.00	£0.00	-£200.00	-100.00%
172	Bank Interest - Charity A/C	£200.00	£0.00	£0.00	-£200.00	-100.00%
173	Bank Interest - Natwest	£200.00	£0.00	£1,717.03	£1,517.03	758.52%
174	Bank interest - Cambridge BS	£200.00	£0.00	£2,073.88	£1,873.88	936.94%
175	Town Hall/Library Recharges	£3,700.00	£0.00	£1,684.83	-£2,015.17	-54.46%
176	Bank Interest - Nationwide	£200.00	£0.00	£0.00	-£200.00	-100.00%
177	Bank Interest - Melton Building Society	£0.00	£0.00	£0.00	£0.00	0.00%





# Financial Budget Comparison

## for Town Business Committee

Comparison between 01/04/23 and 26/02/24 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/23

		2023/2024	Reserve	Actual Net	Balance	Bal %age
178	CCLA Interest	£0.00	£0.00	£16,421.48	£16,421.48	100.00%
<b>Total Town Business Committee</b>		£393,960.21	£0.00	£411,198.91	£17,238.70	4.38%

## EXPENDITURE

### Town Business Committee

1000	Salaries					
1000/1	Contracted staff	£180,000.00	£0.00	£163,293.55	£16,706.45	-9.28%
1000/2	Locum	£0.00	£0.00	£0.00	£0.00	0.00%
1000/3	Short term contracted staff	£0.00	£0.00	£0.00	£0.00	0.00%
1000	Total	£180,000.00	£0.00	£163,293.55	£16,706.45	-9.28%
1010	Training & Recruitment					
1010/1	Contracted Staff	£4,000.00	£0.00	£1,189.00	£2,811.00	-70.28%
1010/2	Councillors	£1,000.00	£0.00	£127.68	£872.32	-87.23%
1010	Total	£5,000.00	£0.00	£1,316.68	£3,683.32	-73.67%
1020	Health & Safety	£2,500.00	£0.00	£274.50	£2,225.50	-89.02%
1030	Professional Fees	£8,000.00	£0.00	£4,330.40	£3,669.60	-45.87%
1040	IT support					
1040/1	General	£6,750.00	£0.00	£5,163.51	£1,586.49	-23.50%
1040/2	Website	£1,000.00	£0.00	£1,203.47	-£203.47	20.35%
1040/3	Newsletter	£0.00	£0.00	£0.00	£0.00	0.00%
1040/4	Phones	£1,500.00	£0.00	£441.29	£1,058.71	-70.58%
1040/5	Printing	£0.00	£0.00	£463.55	-£463.55	100.00%
1040	Total	£9,250.00	£0.00	£7,271.82	£1,978.18	-21.39%
1050	Office Equipment Renewals	£500.00	£0.00	£0.00	£500.00	-100.00%



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## for Town Business Committee

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	2023/2024	Reserve	Actual Net	Balance	Bal %age
1060 Grants					
1060/1 One-Offs	£10,000.00	£5,000.00	£22,136.00	-£7,136.00	71.36%
1060/2 Long-Term	£5,000.00	£0.00	£0.00	£5,000.00	-100.00%
1060 Total	£15,000.00	£5,000.00	£22,136.00	-£2,136.00	14.24%
1070 Town Hall/Library Shared Costs					
1070/1 Rates	£4,500.00	£0.00	£0.00	£4,500.00	-100.00%
1070/2 Water	£700.00	£0.00	£640.86	£59.14	-8.45%
1070/3 Electric	£3,000.00	£0.00	£2,176.64	£823.36	-27.45%
1070/4 Gas	£4,000.00	£0.00	£1,416.35	£2,583.65	-64.59%
1070/5 Interior Maintenance (reactive)	£1,000.00	£0.00	£0.00	£1,000.00	-100.00%
1070/6 Interior Maintenance (programmed)	£1,000.00	£0.00	£584.28	£415.72	-41.57%
1070/7 Waste Collection	£300.00	£0.00	£85.84	£214.16	-71.39%
1070/8 Security	£0.00	£0.00	£650.00	-£650.00	100.00%
1070 Total	£14,500.00	£0.00	£5,553.97	£8,946.03	-61.70%
1080 Town Hall/Library STC costs					
1080/1 Exterior Maintenance/Cleaning	£1,000.00	£0.00	£122.00	£878.00	-87.80%
1080/2 Interior Cleaning	£1,500.00	£0.00	£1,677.75	-£177.75	11.85%
1080 Total	£2,500.00	£0.00	£1,799.75	£700.25	-28.01%
1090 Admin Expenses					
1090/1 Paper	£250.00	£0.00	£127.25	£122.75	-49.10%
1090/2 Other	£2,000.00	£0.00	£2,289.35	-£289.35	14.47%
1090/3 Printing and Delivery of Newsletters	£1,500.00	£0.00	£2,691.00	-£1,191.00	79.40%





# Financial Budget Comparison

## for Town Business Committee

Comparison between 01/04/23 and 26/02/24 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/23

	2023/2024	Reserve	Actual Net	Balance	Bal %age
1090 Total	£3,750.00	£0.00	£5,107.60	-£1,357.60	36.20%
1100 Mayor's Charity & Expenses	£300.00	£0.00	£66.48	£233.52	-77.84%
1110 Travel Costs/Staff & Councillors	£400.00	£0.00	£0.00	£400.00	-100.00%
1120 Election Costs	£0.00	£8,924.35	£8,924.35	£0.00	0.00%
1130 Civic/Remembrance Parades	£180.00	£0.00	£0.00	£180.00	-100.00%
1140 Pavilion Overheads					
1140/1 Rates	£0.00	£0.00	£0.00	£0.00	0.00%
1140/2 Water	£600.00	£0.00	£978.38	-£378.38	63.06%
1140/3 Electric	£8,300.00	£0.00	£2,827.23	£5,472.77	-65.94%
1140/4 Cleaning	£1,000.00	£0.00	£301.11	£698.89	-69.89%
1140/5 Maintenance (reactive)	£3,000.00	£0.00	£1,373.65	£1,626.35	-54.21%
1140/6 Maintenance (programmed)	£1,000.00	£11,604.00	£11,715.41	£888.59	-88.86%
1140/7 Waste Collection	£900.00	£0.00	£312.16	£587.84	-65.32%
1140/8 Security	£200.00	£0.00	£451.50	-£251.50	125.75%
1140/9 Septic Tank	£700.00	£0.00	£480.00	£220.00	-31.43%
1140 Total	£15,700.00	£11,604.00	£18,439.44	£8,864.56	-56.46%
1150 Workshop Overheads					
1150/1 Water	£0.00	£0.00	£0.00	£0.00	0.00%
1150/2 Electric	£300.00	£0.00	£0.00	£300.00	-100.00%
1150/3 Maintenance (Reactive)	£300.00	£0.00	£780.27	-£480.27	160.09%
1150/4 Maintenance (programmed)	£2,000.00	£0.00	£533.43	£1,466.57	-73.33%
1150/5 Waste Collection	£2,000.00	£0.00	£837.14	£1,162.86	-58.14%
1150/6 Security	£0.00	£0.00	£210.86	-£210.86	100.00%



# Financial Budget Comparison

## for Town Business Committee

Comparison between 01/04/23 and 26/02/24 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/23

	2023/2024	Reserve	Actual Net	Balance	Bal %age
1150 Total	£4,600.00	£0.00	£2,361.70	£2,238.30	-48.66%
1160 Equipment & Vehicle Costs					
1160/1 Equipment and Vehicle costs	£1,000.00	£0.00	£1,741.67	-£741.67	74.17%
1160/2 Maintenance	£1,000.00	£0.00	£715.07	£284.93	-28.49%
1160/3 Fuel	£1,000.00	£0.00	£411.50	£588.50	-58.85%
1160/4 Tax	£200.00	£0.00	£320.00	-£120.00	60.00%
1160/5 MOT/Service	£600.00	£0.00	£59.54	£540.46	-90.08%
1160 Total	£3,800.00	£0.00	£3,247.78	£552.22	-14.53%
1170 Youth Centre Workers	£54,000.00	£0.00	£55,625.11	-£1,625.11	3.01%
1180 Youth Centre Overheads					
1180/1 Rates	£1,400.00	£0.00	£0.00	£1,400.00	-100.00%
1180/2 Water	£300.00	£0.00	£0.00	£300.00	-100.00%
1180/3 Electric	£3,000.00	£0.00	£1,284.25	£1,715.75	-57.19%
1180/4 Cleaning	£1,000.00	£0.00	£819.00	£181.00	-18.10%
1180/5 Maintenance (reactive)	£2,000.00	£0.00	£0.00	£2,000.00	-100.00%
1180/6 Maintenance (programmed)	£1,500.00	£0.00	£0.00	£1,500.00	-100.00%
1180/7 Waste collection	£700.00	£0.00	£109.44	£590.56	-84.37%
1180/8 Security	£500.00	£0.00	£1,166.90	-£666.90	133.38%
1180/9 IT costs	£500.00	£0.00	£634.83	-£134.83	26.97%
1180 Total	£10,900.00	£0.00	£4,014.42	£6,885.58	-63.17%
1200 Subscriptions	£3,500.00	£0.00	£2,077.96	£1,422.04	-40.63%
1210 Insurances					
1210/1 Public/Employee Liability	£7,000.00	£0.00	£6,239.18	£760.82	-10.87%



# Financial Budget Comparison

## for Town Business Committee

Comparison between 01/04/23 and 26/02/24 inclusive. Includes due and unpaid transactions. Includes commitments.

Excludes transactions with an invoice date prior to 01/04/23

	2023/2024	Reserve	Actual Net	Balance	Bal %age
1210/2 Buildings	£0.00	£0.00	£0.00	£0.00	0.00%
1210/3 Vehicle	£0.00	£0.00	£0.00	£0.00	0.00%
1210 Total	£7,000.00	£0.00	£6,239.18	£760.82	-10.87%
1220 Project Planning & Delivery	£0.00	£299.00	£299.00	£0.00	0.00%
1230 Climate Change	£5,000.00	£0.00	£4,690.00	£310.00	-6.20%
<b>Total Town Business Committee</b>	<b>£346,380.00</b>	<b>£25,827.35</b>	<b>£317,069.69</b>	<b>£55,137.66</b>	<b>-15.92%</b>





# Stonehouse Town Council

## Expenditure transactions - approval list

Start of year 01/04/23

Supplier totals will include confidential items

No	Payment Reference	Gross	Heading	Invoice date	Details	Invoice
3574		£923.12	1160/1	26/02/24	CVD Insurance Services - Van insurance - new policy incl RH as driver	
		<b>£923.12</b>			CVD Insurance Services - Total	
3571		£30.00	1090/1	16/02/24	Delta Nine Ltd - A4 Paper - paid by debit card	
		<b>£30.00</b>			Delta Nine Ltd - Total	
3575		£6.72	1150/3	21/02/24	Dougfield Plumbers Supplies - 2 x pipes - waterpump for water bowser	037003587123
		<b>£6.72</b>			Dougfield Plumbers Supplies - Total	
3576		£16.80	1080/1	19/02/24	Easy Window Cleaning - February 2024 - TH	26799
		<b>£16.80</b>			Easy Window Cleaning - Total	
3577		£701.14	1070/6	15/02/24	Gloucestershire County Council - 2022/23 GCC Recharges for Stonehouse Library	1800744129
		<b>£701.14</b>			Gloucestershire County Council - Total	
3578		£90.00	2000	16/02/24	Kiblec Electrical & Security - Investigations to cabling for TG Xmas tree	2446
		<b>£90.00</b>			Kiblec Electrical & Security - Total	
3573		£7.00	1090/2	19/02/24	Lloyds Bank - Bank charges	
		<b>£7.00</b>			Lloyds Bank - Total	
3579		£69.02	1040/4	22/02/24	O2 - January 2024 - Mobile phone	28868674
		<b>£69.02</b>			O2 - Total	
3564		£431.94	1150/4	16/02/24	Pump Express Ltd - Multi application non submersible bundle - PUMP	PEX39562
		<b>£431.94</b>			Pump Express Ltd - Total	
3554		£264.00	1010/1	15/02/24	Sanctus Training - EFAW course - Carlos and Gary	9724
		<b>£264.00</b>			Sanctus Training - Total	
3562		£132.00	1150/3	16/02/24	Smiths Gloucester LTD - 2 Tonnes of Road Plainings - delivered to OEL car park - paid by debit card	21465
3580		£240.00	1150/3	16/02/24	Smiths Gloucester LTD - 5 Tonnes of Road Plainings - delivered to OEL car park - paid by debit card	315553
		<b>£372.00</b>			Smiths Gloucester LTD - Total	

Signature

Signature

Date



# Stonehouse Town Council

## Expenditure transactions - approval list

Start of year 01/04/23

Supplier totals will include confidential items

No	Payment Reference	Gross	Heading	Invoice date	Details	Invoice
3556		£1,000.00	1060/1	15/02/24	Stonehouse School of Trustees - £1,000 Grant for arbor works to three London Plain Trees - outside Park infant school	
		<b>£1,000.00</b>			Stonehouse School of Trustees - Total	
3581		£44.28	1180/8	21/02/24	Stroud Alarms - Replacement intruder alarm - Pod	57445
		<b>£44.28</b>			Stroud Alarms - Total	
3584		£2,478.00	1190/1	25/02/24	T W Hawkins & Sons - Contract mowing - February 2024	013177
		<b>£2,478.00</b>			T W Hawkins & Sons - Total	
3582		£116.37	1170	26/02/24	The Door - Extra payments towards 'Food Friday' - October £93.94 & January 2024 £22.43	
3583		£750.00	1170	19/02/24	The Door - Additional provision March 2024	1352
		<b>£866.37</b>			The Door - Total	
3585		£8.40	1040/4	20/01/24	Voipfone - February 2024 - Answerphone - paid dd	1014336828
		<b>£8.40</b>			Voipfone - Total	
3565		£70.68	1140/2	16/02/24	WaterPlus - February 2024 - Water - Pavilion	04619183
3586		£62.11	1070/2	09/02/24	WaterPlus - February 2024 - Water - TH	04742224
		<b>£132.79</b>			WaterPlus - Total	
3557		£204.86	1070/3	15/02/24	YU Energy - Electricity supply 1st to 31st January 2024 - Council Offices	01492774
3558		£86.96	1070/3	15/02/24	YU Energy - Electricity supply 1st to 31st January 2024 - Library	01492775
3559		£231.37	1180/3	15/02/24	YU Energy - Electricity supply 1st to 31st January 2024 - Pod	01492776
3560		£376.62	1070/4	15/02/24	YU Energy - Gas supply 1st to 31st January 2024 - Town Hall/Library	01524738
		<b>£899.81</b>			YU Energy - Total	
		<b>£17,233.39</b>			Confidential	
<b>Total</b>		<b>£25,574.78</b>				

Signature

Signature

Date





STONEHOUSE COMMUNITY ASSOCIATION  
LABURNUM WALK, STONEHOUSE  
GLOUCESTERSHIRE  
GL10 2NS

**TRUSTEE MEETING MONDAY 12TH FEBRUARY 2024**

**AGENDA**

**1.APOLOGIES**

**2. CHANGES TO TRUSTEE / MANAGEMENT**

**3. FINANCE**

**4. MATTER'S ARISING**

**5. OTHER BUSINESS**

**6. TIME & DATE NEXT MEETING**

## TRUSTEE MEETING MONDAY 11TH DECEMBER 2023 @ 10am

### PRESENT

Mary Coates	Chairperson
Clive Boardman	Vice- Chair
Sarah Townsend	Manager
Cyril Young	Trustee
Celia Vines	Trustee/Secretary
Marlene Jordan	Trustee

### APOLOGIES

Sally Prout

Mary Coates Chairperson Stonehouse Community Association opened the meeting and thanked everyone for attending.

### ADOPTION OF MINUTES FROM LAST TRUSTEE

The Trustee Board adopted the minutes from the last Trustee meeting Monday 6<sup>th</sup> November 2023

Adopted by Marlene Jordan , Clive Boardman

### MATTER'S ARISING

Mary Coates Chairperson Stonehouse Community Association apologised for her recent absence due to health issues.

Mary Coates Chairperson of Stonehouse Community Association stated that she opposed The Trustees decision to cancel the recent Craft fayre. The Trustees acknowledged The Chairperson opinion.

Mary Coates Chairperson Stonehouse Community Association explained to The Trustees that Neptune Building services had completed the temporary work to The Centre's cold water pipe. Also the central heating system has now been fixed with all radiators in The Centre working.

Mary Chairperson Stonehouse Community Association raised concerns with The Trustee's regarding our new Accountants Whitestone Accountancy . Whitestone's are slightly behind with The Centre's accounts.

The Centre's manager will contact Ken Fryer to explain concerns raised at the meeting.

Mary Coates Chairperson Stonehouse Community Association expressed deepest appreciation to Stonehouse Dog Training Club for the kind donation of providing & fitting a new cooker for the Community Centre.

Mary Coates Chairperson read a letter from our Vice-chair Clive Boardman's wife, suggesting ideas for advertising The Centre.

Sarah Townsend Centre Manager expressed her surprise of the letter, which The Manager thought should have been sent to The Trustees & Manager for their consideration before the meeting.

There was no other business.

#### **TIME & DATE NEXT MEETING**

**MONDAY 12TH FEBRUARY 2024 @10AM**

Mary Coates Chairperson Stonehouse Community Centre Thanked everyone for attending Wishing everyone A Merry Christmas & Peaceful New Year.

Mary closed the meeting.

#### **OTHER BUSINESS**

No other business was discussed

#### **TIME & DATE OF NEXT MEETING**

**TRUSTEE MEETING MONDAY 12TH FEB 2024 10AM CANCELLED**

**PLEASE NOTE NEXT MEETING MONDAY 11TH DECEMBER 2023 @ 10AM**

Stonehouse Community Association  
Profit And Loss Account  
For the year ended 31 March 2024

		2024 £	2023 £
Income	Community Lunches & Cafe	3,819	-
	Grants	-	14,940
	Interest	243	457
	Other	290	130
	Rents	27,728	34,451
		<u>32,080</u>	<u>49,978</u>
Expenses	Accountants fees	(432)	(600)
	Bookkeeping	-	(659)
	Cleaner	(3,688)	(5,566)
	Cleaning and cleaning materials	(1,697)	(618)
	Community Lunch Costs	(2,708)	-
	Computer	(440)	-
	Donations	(116)	(200)
	Fixtures and Fittings	(854)	-
	Gardening	(508)	(206)
	Insurance	(2,045)	(1,924)
	Jubilee	-	(355)
	Light and heat	(4,488)	(5,833)
	Lights	-	(3,825)
	PPL	(747)	(503)
	Printing, postage and stationery	(251)	(225)
	Refreshments	(576)	(331)
	Rent	(500)	(500)
	Repairs and renewals	(9,809)	(7,867)
	Sundry	(170)	(133)
	Telephone	(354)	(558)
	Trees	-	(2,288)
	Uniform Business Rates	-	(3,840)
	Wages and wardens expenses	(10,931)	(10,880)
	Water rates	(1,257)	(1,226)
	Website costs	(360)	(438)
	Write offs - discounts given	-	(865)
		<u>(41,930)</u>	<u>(49,442)</u>
		<u>(9,850)</u>	<u>536</u>
Net (loss)/profit		<u>(9,850)</u>	<u>536</u>

DATE

2024

**LEASE**

relating to

**Land and buildings at Oldends Lane,  
Stonehouse, Gloucestershire**

between

**STONEHOUSE TOWN COUNCIL (1)**

and

**NIGEL SANDERS, SEAN WAGER, ELIZABETH FRANCES ANDERTON and  
SHANE SNELL AS TRUSTEES OF  
STONEHOUSE TOWN ASSOCIATION FOOTBALL CLUB (2)**

**SETFORDS**

74 North Street, Guildford  
Surrey GU1 4AW





- Date of lease**
- LR2. **Title number(s)**
- LR2.1 **Landlord's title number**  
GR293247
- LR2.2 **Other title numbers**
- LR3. **Parties to this lease**  
**STONEHOUSE TOWN COUNCIL** of The Council Offices, Bath Road, Stonehouse GL10 2NH ("the Landlord")  
  
**NIGEL SANDERS** of 6 Burdett Close, Stonehouse GL10 2LS, **SEAN WAGER** of 22 Canberra, Stonehouse GL10 2PR, **ELIZABETH FRANCES ANDERTON** of 20 Chestnut Avenue, Stonehouse GL10 2HW and **SHANE SNELL** of 43 Canberra, Stonehouse GL10 2PR as trustees of Stonehouse Town Association Football Club of Oldends Lane, Stonehouse ("the Trustees")
- LR4. **Property**  
**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**  
  
The Premises as specified in clause 1.1.
- LR5. **Prescribed statements etc**  
None.
- LR6. **Term for which the Property is leased**  
The term as specified in this lease at clause 1.1 in the definition of Contractual Term.
- LR7. **Premium**
- LR8. **Prohibitions or restrictions on disposing of this lease**  
This lease contains a provision that prohibits or restricts dispositions.
- LR9. **Rights of acquisition etc**
- LR9.1 **Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**  
None.
- LR9.2 **Tenant's covenant to (or offer to) surrender this lease**  
None.
- LR9.3 **Landlord's contractual rights to acquire this lease**  
None.

LR10. **Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

LR11. **Easements**

LR11.1 **Easements granted by this lease for the benefit of the Property**

Set out in Schedule 1.

LR11.2 **Easements granted or reserved by this lease over the Property for the benefit of other property**

Set out in Schedule 2.

LR12. **Estate rentcharge burdening the Property**

None.

LR13. **Application for standard form of restriction**

None.

LR14. **Declaration of trust where there is more than one person comprising the Tenant**

The Trustees are to hold the Property on trust as trustees for the Stonehouse Association Football Club an unincorporated members' club of which the Trustees are the present trustees.

THIS LEASE is made between the parties referred to in clause LR3. and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses LR1 to LR14.

THIS LEASE is made on

## PARTIES

- 1 **STONEHOUSE TOWN COUNCIL** of Town Hall, Bath Road, Stonehouse GL10 2NG (the Landlord);
- 2 **NIGEL SANDERS** of 6 Burdett Close, Stonehouse GL10 2LS, **SEAN WAGER** of 22 Canberra, Stonehouse GL10 2PR, **ELIZABETH FRANCES ANDERTON** of 20 Chestnut Avenue, Stonehouse GL10 2HW and **SHANE SNELL** of 43 Canberra, Stonehouse GL10 2PR being trustees of the Stonehouse Town Association Football Club of Oldends Lane, Stonehouse (the Tenant)

THIS DEED provides:

### 1 Definitions and interpretation

#### 1.1 Definitions

<b>1954 Act</b>	means the Landlord and Tenant Act 1954;
<b>1995 Act</b>	means the Landlord and Tenant (Covenants) Act 1995;
<b>Adjoining Conduits</b>	means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media—including plant or fixtures and fittings and other ancillary apparatus—that serve the Premises and are in, on, over or under any Adjoining Property of the Landlord;
<b>Adjoining Property of the Landlord</b>	means each and every part of the land neighbouring or adjoining the Premises in which the Landlord has or during the Term acquires an interest or estate;
<b>Building</b>	means the building or buildings now or at any time during the Term erected on the Premises;
<b>Car Parking Area</b>	means the area shown edged blue on the Plan being part of the Adjoining Property of the Landlord;
<b>Club</b>	means the football club operated by the Tenant at the Premises being Stonehouse Town Association Football Club;
<b>Conduits</b>	means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media including plant or fixtures and fittings and other ancillary apparatus—that are in, on, over or under the Premises;

<b>Contractual Term</b>	means 25 years commencing on and including 1 September 2018;
<b>Development</b>	means development as defined by the Town and Country Planning Act 1990 Section 55;
<b>Energy Performance Certificate</b>	means an energy performance certificate as defined by the Energy Performance of Buildings (England and Wales) Regulations 2012 Regulation 2(1);
<b>Exterior Decorating Years</b>	means the third year of the Contractual Term and every three years thereafter;
<b>Fire Safety Regulations</b>	means the Regulatory Reform (Fire Safety) Order 2005;
<b>First Rent Payment</b>	means the first payment of Rent being a proportionate sum in respect of the period from and including the date of this Lease to and including the Rent Payment Date next after the date of this lease;
<b>First Review Date</b>	means 1 September 2023
<b>Football Pitch</b>	means those parts of the Premises now laid out as a pitch for playing association football;
<b>Grounds</b>	means any part of the Premises that is not built upon;
<b>Hospitality Suite</b>	means the hospitality suite erected in the northern corner of the Premises
<b>Initial Rent</b>	means £500.00 per year;
<b>Insurance Rent</b>	means the gross sums including any commission that the Landlord from time to time pays: <ul style="list-style-type: none"> <li>(a) by way of premium for insuring the Premises, including insuring for loss of rent, in accordance with the Landlord's obligations contained in this Lease;</li> <li>(b) by way of premium for insuring in such amount and on such terms as the Landlord acting reasonably considers appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Premises; and</li> <li>(c) for insurance valuations made not more than once a year;</li> </ul>
<b>Insured Risks</b>	means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft, flood damage and bursting and overflowing of water pipes



	and tanks and any other risks (whether or not of the same nature) that the Landlord reasonably decides to insure against from time to time subject to such excesses, exclusions or limitations as the insurers require;
<b>Interest</b>	means interest payable during the period from the date on which a payment is due to the date of payment (both before and after any judgment) at the Interest Rate then prevailing;
<b>Interest Rate</b>	means the rate of 4% a year above the base lending rate of Barclays Bank plc or such other bank being a member of UK Finance as the Landlord may from time to time nominate in writing;
<b>Interior Decorating Years</b>	means the fifth year of the Contractual Term and every fifth year thereafter;
<b>Lease Rents</b>	means both the Rent and the Insurance Rent;
<b>Notice to Repair</b>	means a notice given to the Tenant by the Landlord specifying the works (including, if appropriate, the removal of any unauthorised alterations) required to remedy any breach of the Tenant's obligations in this Lease as to the state and condition or energy efficiency status of the Premises;
<b>Operational Covenants</b>	means the covenants set out in Schedule 4;
<b>Pedestrian Access</b>	means the accessway between the points marked A and D on the Plan;
<b>Permitted Use</b>	means use as a football ground and for the normal activities of an association football club and any purpose ancillary thereto;
<b>Plan</b>	means the plan attached to this Lease;
<b>Planning Acts</b>	means the Town and Country Planning Act 1990 and all other legislation (whether primary or delegated in nature) for the time being in force relating to the control, design, development, occupation or use of land and buildings;
<b>Premises</b>	means the land and buildings known as Stonehouse Town Football Club shown edged red on the Plan;
<b>Rent</b>	means until the First Review Date the Initial Rent and thereafter the sum ascertained in accordance with Schedule 3 and does not include the Insurance Rent;
<b>Rent Commencement Date</b>	means the date of this Lease;



<b>Rent Suspension Event</b>	means an event that results in the Premises or any part of them being damaged or destroyed by any risk against which they are or should have been insured or by any Uninsured Risk so that the Premises or any part of them are unfit for occupation and use or inaccessible;
<b>Rent Suspension Period</b>	means the period from and including the date on which a Rent Suspension Event occurs until the earlier of: <ul style="list-style-type: none"> <li>(a) the date when the Premises (or the affected part) have been rebuilt or reinstated so as to be fit for occupation and use by the Tenant or accessible; or</li> <li>(b) the end of 3 years from the date on which a Rent Suspension Event occurs or, where the Landlord has given notice under clause 5.4, from the date that notice is given;</li> </ul>
<b>Review Dates</b>	means the First Review Date and every fifth anniversary of that date during the Term and references to a <b>review date</b> are references to any one of the Review Dates;
<b>Road</b>	means firstly, such part of the Car Parking Area which is designated for use as a roadway from time to time to provide access between the points marked 'A' and 'B' on the Plan and, secondly, the access road between the points marked 'B' and 'C' on the Plan;
<b>Term</b>	means the Contractual Term;
<b>Tenant's Fixtures</b>	means any plant, equipment and any tenant's fixtures on the Premises from time to time including the Hospitality Suite;
<b>Trustees</b>	means the persons named as the present trustees of the Club and shall wherever the context so admits include all persons in whom the Term is vested from time to time as trustees of the Club.
<b>Uninsured Risks</b>	means any risk or element of risk: <ul style="list-style-type: none"> <li>(a) against which insurance cover is not generally available in the United Kingdom market for property such as the Premises or is available only on terms or subject to conditions making it unreasonable in all the circumstances to take out insurance against that risk or element of risk; or</li> <li>(b) which is not insured against at the date damage or destruction occurs because of a condition imposed by the insurers;</li> </ul>

**VAT**

means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT; and

**Working Day**

means any day that is not a Saturday or a Sunday or a bank holiday in England and Wales.

**1.2 Interpretation**

**1.2.1 The expression 'Premises' includes:**

- (a) all buildings, erections, structures and plant, equipment and fixtures on the Premises from time to time;
  - (b) the fences or walls dividing the Premises from the Adjoining Property of the Landlord;
  - (c) all permitted additions and alterations to the Premises;
  - (d) the Conduits;
  - (e) wherever the circumstances of its use means it is suitable, any part or parts of the Premises,
- . but does not include the Hospitality Suite or any fixtures installed by the Tenant that can be removed from the Premises without damaging the Premises.

**1.2.2** The expression 'Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end.

**1.2.3** The expression 'Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.

**1.2.5** Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.

**1.2.6** References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.

**1.2.7** Any provisions in this Lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Premises and any head landlord where that consent is required. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.

- 1.2.8 References to 'the last year of the Term' are references to the actual last year of the Term however it determines and references to the 'end of the Term' are references to the end of the Term whenever and in whatever manner it determines.
- 1.2.9 References to 'losses' are references to liabilities, awards of damages or compensation, penalties, charges, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.2.10 References to 'other buildings' are references to any buildings now or at any time during the Term erected on the Adjoining Property of the Landlord.
- 1.2.11 Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.2.12 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.
- 1.2.13 The clause, paragraph and schedule headings do not form part of this Lease and shall be ignored in its construction.
- 1.2.14 Any reference in this Lease to a clause, paragraph or schedule without further designation is to be construed as a reference to the clause, paragraph or schedule of this Lease so numbered.
- 1.2.15 General words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of matters.
- 1.2.16 Any covenant by the Tenant not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person.
- 1.2.17 Any covenant by the Tenant to do anything includes an obligation not to waive the obligation of another person to do that thing.
- 1.2.18 References to any right of the Landlord to have access to the Premises are to be construed as extending to any head landlord and any mortgagee of the Premises - where the headlease or mortgage grants such rights of access to the head landlord or mortgagee - and to all persons authorised in writing by the Landlord and any head landlord or mortgagee including agents, professional advisers, contractors, workmen and others.



- 1.2.19 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment, consolidation or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.
- 1.2.20 Where the expressions 'landlord covenant', 'tenant covenant' or 'authorised guarantee agreement' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

## 2 Letting

The Landlord lets the Premises to the Tenant with full title guarantee, together with the rights specified in Schedule 1, but excepting and reserving to the Landlord the rights specified in Schedule 2 for the Contractual Term at the Lease Rents subject to all covenants, easements, privileges, restrictions, rights and stipulations of whatever nature affecting the Premises including any matters contained or referred to in Schedule 5.

## 3 The Tenant's covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

- 3.1 The Tenant must pay the Lease Rents in the following manner:
- 3.1.1 the Rent must be paid by equal half yearly payments in advance on the first day of March and on the first day of September in every year and proportionately for any period of less than a year, the First Rent Payment to be paid on the date of this Lease; and
- 3.1.2 the Insurance Rent must be paid as rent on demand in accordance with clause 5.5.1.
- 3.2 The Tenant must not exercise or seek to exercise any legal or equitable right or claim to withhold or to make any deduction or set off in relation to the Lease Rents and other payments due under this Lease unless required to do so by law.
- 3.3 The Tenant must pay the Lease Rents and other payments due under this Lease by electronic transfer from a United Kingdom bank account to such United Kingdom bank account that is from time to time nominated by the Landlord and notified to the Tenant.
- 3.4 The Tenant must pay the Landlord on demand a fair proportion of any sums that may be incurred by the Landlord in or incidentally to the performance of the Landlord's obligations under clause 5.2.
- 3.5 The Tenant must pay on demand and must indemnify the Landlord against:
- 3.5.1 all rates, taxes, assessments, duties, charges, financial impositions and outgoings that are now or may at any time during the Term be charged,

- assessed or imposed upon the Premises or upon the owner or occupier of them, excluding any payable by the Landlord occasioned by receipt of the Lease Rents or by any disposition of or dealing with this Lease or ownership of any interest reversionary to the interest created by it provided that if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term then the Tenant must make good that loss to the Landlord;
- 3.5.2 all VAT that may from time to time be charged on the Lease Rents or other sums payable by the Tenant under this Lease; and
- 3.5.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which the Tenant is required to indemnify the Landlord under the terms of this Lease, except where that VAT is recoverable or available for set-off by the Landlord as input tax.
- 3.6 The Tenant must pay on demand, and must indemnify the Landlord against, the proportion reasonably attributable to the Premises of all rates, taxes, assessments, duties, charges, financial impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises and any other property (including Adjoining Property of the Landlord) or on its owners or occupiers.
- 3.7 The Tenant must pay to the suppliers, and indemnify the Landlord against, all charges for electricity, water, foul and surface water drainage, gas, telecommunications, internet, data communications and other services consumed or used at or in relation to the Premises (including meter rents and standing charges) and must comply with the lawful requirements and regulations of their respective suppliers.
- 3.8 Where the use of any of the Conduits or any boundary structures or other things is common to the Premises and any adjoining or neighbouring premises other than Adjoining Property of the Landlord, the Tenant must be responsible for, and indemnify the Landlord against, all sums due from the owner, tenant or occupier of the Premises in relation to those Conduits, boundary structures or other things and must undertake all work in relation to them that is the Tenant's responsibility.
- 3.9 The Tenant must:
- 3.9.1 repair the Premises and the Tenant's Fixtures and keep them in good condition and repair;
- 3.9.2 maintain the Conduits and fixtures comprising part of the Premises and keep them in proper working order;



- 3.9.3 replace from time to time the Conduits and any fixtures comprising part of the Premises that become beyond economic repair at any time during or at the end of the Term;
  - 3.9.4 keep the Premises and (for the avoidance of doubt) the Hospitality Suite clean and tidy and clear of all rubbish—this obligation includes but is not restricted to cleaning both sides of all windows in the Building and the Hospitality Suite at least once every month;
  - 3.9.5 not cause Adjoining Property of the Landlord or any other land, roads or pavements abutting the Premises to be untidy or dirty—this obligation includes but is not restricted to the depositing of refuse or other materials on them;
  - 3.9.6 redecorate the outside of the Building in each of the Exterior Decorating Years and the last year of the Term and must redecorate the inside of the Building in each of the Interior Decorating Years and the last year of the Term, in all instances in a good and workmanlike manner, with appropriate materials of good quality, to the reasonable satisfaction of the Landlord, any change in the tints, colours and patterns of the decoration to be approved by the Landlord, whose approval may not be unreasonably withheld or delayed, provided that the covenants relating to the last year of the Term are not to apply where the Tenant has performed the obligation in question less than 18 months before the end of the Term.
- 3.10 The Tenant's obligations under clause 3.9 do not apply to damage or destruction caused by one or more of:
- 3.10.1 the Insured Risks except to the extent that any insurance money is irrecoverable due to any deliberate act or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control; and
  - 3.10.2 the Uninsured Risks where the damage or destruction is to the whole or substantially the whole of the Premises and is such as to prevent occupation and use except to the extent that the damage or destruction is caused by any deliberate act or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control.
- 3.11 The Tenant:
- 3.11.1 must not make any additions or alterations or carry out any other works to the Premises or construct any additional building or structure on the Premises except to the extent permitted by the provisions of this clause 3.11 and in any event must not make any additions or alterations or carry out any other works

- to the Premises that may have an adverse effect on an existing Energy Performance Certificate rating or otherwise reduce the efficiency of the use of energy at the Premises;
- 3.11.2 is permitted to construct directional signs, and other similar constructions in connection with the use of the Premises as a football ground without the consent of the Landlord;
- 3.11.3 is permitted to carry out internal non-structural works to the Building without the consent of the Landlord;
- 3.11.4 must not carry out any works to the Building or any other works to the remainder of the Premises unless the Tenant first:
- (a) obtains and complies with the necessary consents of the competent authorities and pays their charges for them;
  - (b) makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate prepared by an architect, or a member of some other appropriate profession, who must supervise the work throughout to completion;
  - (c) pays the fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers;
  - (d) enters into any covenants the Landlord requires as to the execution and reinstatement of the works; and
  - (e) obtains the consent of the Landlord, whose consent may not be unreasonably withheld.
- . In the case of any works of a substantial nature, the Landlord may require the Tenant to provide, before starting the works, adequate security in the form of a deposit of money or the provision of a bond, as assurance to the Landlord that any works it permits from time to time will be fully completed;
- 3.11.5 must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord, whose approval may not be unreasonably withheld and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.
- 3.12 The Tenant must not erect any pole or mast or other apparatus on the Premises relating to electronic, wireless or mobile communications except to the extent required for serving the business carried on by the Tenant from the Premises in accordance with the terms

of this Lease and then only with the consent of the Landlord, whose consent may not be unreasonably withheld.

3.13 The Tenant must not, without the consent of the Landlord, fix to or exhibit on the outside of the Building or fix to or exhibit through any window of the Building or otherwise display anywhere on the Premises, any placard, sign, notice, fascia board or advertisement.

3.14 The Tenant must:

3.14.1 comply in all respects with the requirements of and carry out all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put under any statutes and any other obligations imposed by law or by any byelaws from time to time applicable to the Premises or the trade or business for the time being carried on there regardless of whether the requirements or obligations are imposed on the owner, the occupier or any other person;

3.14.2 not do in, on or near the Premises anything by reason of which the Landlord may incur any losses under any statute or obligation imposed by law or bye-law.

3.15 The Tenant must:

3.15.1 not obtain or take steps to obtain an Energy Performance Certificate for the Premises unless required to do so by the Energy Performance of Buildings (England and Wales) Regulations 2012 and, if so required, only instruct an energy assessor approved by the Landlord and on such terms as reasonably stipulated by the Landlord to provide the Energy Performance Certificate;

3.15.2 provide all reasonable assistance to enable the Landlord to obtain Energy Performance Certificates for the Premises from time to time.

3.16 The Tenant must:

3.16.1 allow the Landlord on reasonable notice during normal business hours except in an emergency when such notice as is reasonably practicable must be given the Landlord causing as little damage and as little interference with the Tenant's business as is reasonably practicable to:

- (a) enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed; and
- (b) open up floors and other parts of the Premises (including the soil, subsoil and substratum) where that is necessary in order to do so provided that any opening-up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this Lease; and



- 3.16.2 carry out the works specified in a Notice to Repair immediately, including making good any opening up that revealed a breach of the terms of this Lease; and
  - 3.16.3 if within 2 months of the service of a Notice to Repair the Tenant has not started to execute the work referred to in that notice (or is not proceeding diligently with it) or if the Tenant fails to finish the work within 3 months, or if in the Landlord's reasonable opinion the Tenant is unlikely to finish the work within that period, permit the Landlord to enter the Premises to execute the outstanding work, and must within 14 days of a written demand pay to the Landlord as a debt the cost of so doing and all associated expenses incurred by the Landlord, including legal costs and surveyor's fees.
- 3.17 The Tenant must not:
- 3.17.1 hold the Premises on trust for another;
  - 3.17.2 part with or share possession of the Premises or any part of the Premises or permit another to occupy them or any part of them except under a transaction permitted by and carried out in accordance with the provisions of this clause 3.17;
  - 3.17.3 assign, sublet or charge the whole or part only of the Premises;
- PROVIDED THAT the Tenant may from time to time grant licences for the use of the Building, the Hospitality Suite and/or the Football Pitch for periods not exceeding 24 hours for social functions and events subject to obtaining the prior written consent of the Landlord which may not be unreasonably withheld.
- 3.18 The Tenant must not:
- 3.18.1 use the Premises other than for the Permitted Use;
  - 3.18.2 use the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or any illegal act or purpose;
  - 3.18.3 use the Premises as sleeping accommodation or for residential purposes or keep any animal, bird or reptile on them except guard dogs; or
  - 3.18.4 do anything on the Premises or allow anything to remain on them that may be or become or cause a nuisance or annoyance, disturbance, inconvenience, injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent or neighbouring premises.

- 3.19 The Tenant must pay to the Landlord all costs, fees, charges, disbursements and expenses - including those payable to counsel, solicitors, surveyors and enforcement agents - properly incurred by the Landlord in relation to or incidental to:
- 3.19.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether the application is granted, refused or offered subject to any qualification or condition or the application is withdrawn unless the refusal, qualification or condition is unlawful either because it is unreasonable or otherwise;
  - 3.19.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146;
  - 3.19.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease; and
  - 3.19.4 any other steps taken in contemplation of or in connection with the enforcement of the covenants on the part of the Tenant contained in this Lease whether during or after the end of the Term including the preparation, service and negotiation of schedules of dilapidations.
- 3.20 The Tenant must:
- 3.20.1 observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use and must indemnify the Landlord and keep the Landlord indemnified, both during the Term and following the end of it, against all losses in respect of any contravention of the Planning Acts;
  - 3.20.2 not make any application for planning permission without the consent of the Landlord;
  - 3.20.3 at the Tenant's own expense obtain any planning permissions and serve any notices that may be required to carry out any Development on or at the Premises;
  - 3.20.4 pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any Development on or at the Premises;
  - 3.20.5 not, despite any consent that may be granted by the Landlord under this Lease, carry out any Development on or at the Premises until all necessary notices under the Planning Acts have been served and copies produced to the Landlord, all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and the Landlord has acknowledged that every necessary planning permission is acceptable to it the Landlord may refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it



- would, in the reasonable opinion of the Landlord, be, or be likely to be, prejudicial to the Landlord or to its reversionary interest in the Premises or Adjoining Property of the Landlord whether during or following the end of the Term;
- 3.20.6 where a condition of any planning permission granted for Development begun before the end of the Term requires works to be carried out to the Premises by a date after the end of the Term, (unless the Landlord directs otherwise) finish those works before the end of the Term; and
- 3.20.7 provide, in any case where a planning permission is granted subject to conditions (and if the Landlord so requires) sufficient security for the Tenant's compliance with the conditions and must not implement the planning permission until that security has been provided; and
- 3.20.8 if required by the Landlord to do so, but at the Tenant's own cost, appeal against any refusal of planning permission or the imposition of any conditions on a planning permission relating to the Premises following an application for planning permission by the Tenant.
- 3.21 If so requested, the Tenant must produce to the Landlord any plans, documents and other evidence the Landlord reasonably requires in order to satisfy itself that the provisions of this Lease have been complied with.
- 3.22 The Tenant must keep the Landlord fully indemnified against all losses that are directly or indirectly caused as a consequence of any act, omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this letting is subject.
- 3.23 At any time during the last 6 months of the Contractual Term and at any time thereafter, and whenever the Lease Rents or any part of them are in arrear and unpaid for longer than 14 days the Tenant must permit:
- 3.23.1 the Landlord to place on the Premises a notice of reasonable dimensions and positioning advertising the Premises for reletting; and
- 3.23.2 viewing of the Premises by prospective tenants who are accompanied by or have the prior written authority of the Landlord or the Landlord's agents on reasonable notice at reasonable times of the day.
- 3.24 At any time during the Term, the Tenant must permit viewing of the Premises on reasonable notice at reasonable times of the day by prospective buyers of the Landlord's interest in the Premises or of any other interest superior to the Term who are accompanied by or have the prior written authority of the Landlord or the Landlord's agents.

- 3.25 The Tenant must not permit any easements or other rights to be acquired in relation to the Premises and if any encroachment is made or any other action is taken or in either case attempted by a third party that may result in the acquisition of an easement or other right the Tenant must:
- 3.25.1 notify the Landlord in writing as soon as is reasonably practicable; and
  - 3.25.2 take such action as the Landlord requires to prevent that acquisition subject to the Landlord being responsible for the Tenant's costs in doing so.
- 3.26 By the end of the Term, the Tenant must have removed:
- 3.26.1 all Tenant's Fixtures and trade fixtures and fittings and all signs installed at the Premises; and
  - 3.26.2 if so requested by the Landlord at least 3 months beforehand all additions, alterations or other works permitted by clause 3.11, in each instance having made good any damage caused by the removal and restored the Premises to the condition they were in prior to the installation of the items or implementation of the works concerned.
- 3.27 At the end of the Term, the Tenant must:
- 3.27.1 give back the Premises to the Landlord with vacant possession and hand over to the Landlord all keys and security devices or access codes relating to the Premises;
  - 3.27.2 give back the Premises to the Landlord decorated and repaired in accordance with and in the condition required by the provisions of this Lease; and
  - 3.27.3 hand over to the Landlord any statutory registers or records maintained by the Tenant in relation to the Premises including in particular (but without restriction) any health and safety files or Energy Performance Certificate.
- 3.28 If, after the Tenant has vacated the Premises at the end of the Term, any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 14 days after a written request from the Landlord to do so (or, if the Landlord is unable to make such a request to the Tenant, within 7 days from the first attempt to make it) then:
- 3.28.1 the Landlord may, as the agent of the Tenant, sell that property, paying the net sale proceeds after deduction of associated costs to the Tenant;
  - 3.28.2 if, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the net proceeds of sale absolutely unless the Tenant claims them within one month of the date upon which the Tenant vacated the Premises;
  - 3.28.3 the Tenant must indemnify the Landlord against any losses incurred by the Landlord in relation to any third party whose property is sold by the Landlord in

the mistaken belief held in good faith (which is to be presumed unless the contrary is proved) that the property belonged to the Tenant.

3.28.4 In any event the Tenant must indemnify the Landlord against any damage occasioned to the Premises and any losses and any other liability, loss, cost or expense caused to the Landlord by or related to the presence of the property in or on the Premises.

3.29 The Tenant must pay Interest on any of the Lease Rents or other sums due under this Lease that are not paid within 14 days of the date on which they become due. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Lease Rents or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment.

3.30 The Tenant must give notice in writing as soon as is reasonably practicable to the Landlord of:

3.30.1 any notice, claim, direction, order or proposal relating to the Premises received by the Tenant or of which the Tenant becomes aware;

3.30.2 any defect or disrepair in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or any duty of care imposed on the Landlord whether under statute or otherwise.

3.31 The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home and mobile telephone numbers of at least 2 people who hold keys and security devices or access codes to the Premises who can be contacted in the event of an emergency for the purposes of obtaining access.

3.32 The Tenant must observe and perform the Operational Covenants.

3.33 The Tenant must permit the Landlord to exercise any of the rights granted to the Landlord by virtue of the provisions of this Lease at all times during the Term without interruption or interference.

3.34 When making any application for consent or approval under this Lease, the Tenant must provide all the information that is required to enable the application to be considered.

3.35 If this Lease or the rights granted or reserved by this Lease are registered or registrable at the Land Registry then the Tenant must:

3.35.1 register this Lease and any assignment or other registrable disposition of this Lease at the Land Registry within 28 days of the date of this Lease or the date of the instrument of assignment or other disposition requiring registration as the case may be;



- 3.35.2 use reasonable endeavours to procure that all rights granted or reserved by this Lease are properly noted against the titles that are affected by them;
  - 3.35.3 within 14 days of the registration of the grant, assignment or other registrable disposition of this Lease or the registration of notice against the titles affected by the rights granted or reserved by this Lease as the case may be, deliver to the Landlord official copies of the registered title or titles, and the Landlord shall not be liable to the Tenant for the Tenant's failure to register or protect this Lease or any rights granted by this Lease.
- 3.36 Within 14 days of the end of the Term, the Tenant must apply to the Land Registry to close (and then use reasonable endeavours to complete the closure of) any registered title that relates to this Lease and to remove from the Landlord's registered title or titles to the Premises any reference to this Lease and the rights granted to the Tenant by it.

#### 4 **The Landlord's covenants**

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4

- 4.1 The Landlord must permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.

#### 5 **Insurance**

- 5.1 The Tenant warrants that before the execution of this Lease it has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant (or any director, other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer to grant or to continue insurance of any of the Insured Risks.
- 5.2 The Landlord covenants with the Tenant:
- 5.2.1 to insure the Premises;
  - 5.2.2 the insurance referred in clause 5.2.1 must be taken out with such substantial and reputable insurers and through such agency as the Landlord from time to time decides;
  - 5.2.3 the insurance referred in clause 5.2.1 must be taken out for:
    - (a) the sum that the Landlord is from time to time advised is the full cost of rebuilding and reinstating the Premises including irrecoverable VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises, the cost of preparation of the site including shoring-up,

- debris removal, demolition, site clearance and any works that may be required by statute and incidental expenses; and
  - (b) loss of the Rent (taking account of any rent review that may be due) for 3 years from the date of the damage or destruction concerned or such longer period as the Landlord from time to time reasonably requires for planning and carrying out rebuilding or reinstatement;
- 5.2.4 insurance must be taken out against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged with reputable insurers for properties such as the Premises subject to such excesses, exclusions or limitations as the insurers require;
- 5.2.5 if and whenever the Premises are damaged or destroyed by one or more of the Insured Risks and once the Tenant has paid any sums that are due to the Landlord under clauses 5.5.1(b) and 5.5.1(c), the Landlord must:
  - (a) use reasonable endeavours to obtain the planning permissions or other permits and consents that are required under the Planning Acts or otherwise to enable the Landlord to reinstate the Premises; and
  - (b) subject to those permissions or other permits and consents being obtained, to reinstate the Premises although the form of the reinstatement need not be identical as long as it is similar in terms of nature, facilities, energy efficiency and quality and equally suitable for the Tenant's requirements;
- 5.2.6 to produce to the Tenant on written request reasonable evidence of the main terms of the policy and the fact that the last premium has been paid and notify the Tenant of any material change in the terms of cover from time to time;
- 5.3 The Landlord's obligations under clause 5.2 do not apply to:
  - 5.3.1 tenant's fixtures forming part of the Premises or to other items at the Premises belonging to the Tenant (for which the Tenant must arrange its own insurance);
  - 5.3.2 the extent that insurance cannot be obtained or the insurers refuse to pay out insurance money because of any deliberate act or omission of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control.
- 5.4 If there is damage or destruction to the whole or substantially the whole of the Premises by an Uninsured Risk that prevents occupation and use, the Landlord may within 6



months of the damage or destruction serve notice on the Tenant that they wish to reinstate at its own cost in which case clause 5.2.5 will apply as if the damage or destruction had resulted from an Insured Risk.

5.5 The Tenant covenants with the Landlord:

- 5.5.1 to pay to the Landlord on demand from time to time as required:
- (a) the Insurance Rent;
  - (b) any excess or deductible incurred by the Landlord on reinstatement of the Premises following damage or destruction by an Insured Risk; and
  - (c) any amount that the insurers refuse to pay out because of any deliberate act or omission of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control;
- 5.5.2 to comply with all the requirements and recommendations of the insurers;
- 5.5.3 not to do or omit anything that could invalidate any insurance policy relating to the Premises;
- 5.5.4 not to do or omit anything by which additional insurance premiums may become payable in relation to the Premises unless the Tenant has previously notified the Landlord and has agreed to pay the increased premium;
- 5.5.5 to give notice to the Landlord as soon as reasonably practicable of any event of which the Tenant becomes aware that might affect any insurance policy relating to the Premises;
- 5.5.6 to give notice to the Landlord as soon as reasonably practicable of any damage or destruction to the Premises resulting from an Insured Risk or an Uninsured Risk; and
- 5.5.7 to give notice to the Landlord as soon as reasonably practicable of any conviction, judgment or finding of any court or tribunal relating to the Tenant (or any director, other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer to grant or to continue any insurance of any of the Insured Risks; and
- 5.5.8 to maintain insurance in a sufficient sum with a reputable insurance company against liability to third parties arising out of or in connection with any matter including or relating to the Premises and to provide the Landlord with evidence of such insurance on demand; and
- 5.5.9 if at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not taken out or maintained in pursuance of any obligation contained in this Lease, to apply all money received by virtue of that insurance

in making good the loss, damage or destruction in respect of which the money is received.

- 5.6 If a Rent Suspension Event occurs, payment of the Rent (or a fair proportion of it according to the nature and the extent of the damage or destruction sustained) is to cease to be payable for the Rent Suspension Period.
- 5.7 If clause 5.6 applies:
  - 5.7.1 the Landlord must as soon as reasonably practicable refund to the Tenant any Rent (or, as the case may be, a fair proportion of any Rent) paid in advance relating to the Rent Suspension Period; and
  - 5.7.2 once the Rent Suspension Period expires, the Tenant must pay to the Landlord on demand a proportionate sum of Rent in respect of the period from and including the date on which Rent becomes payable again to and including the Rent Payment Date next after that date.
- 5.8 The provisions of clauses 5.6 and 5.7 shall not apply:
  - 5.8.1 in the case of damage or destruction caused by an Insured Risk, to the extent any insurance money is irrecoverable because of any deliberate act or omission of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control unless the Tenant has complied with clause 5.5.1(c); or
  - 5.8.2 in the case of damage or destruction caused by an Uninsured Risk, if the damage or destruction is caused by a deliberate act or omission of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control.
- 5.9 Any dispute as to the proportion of the Rent suspended or the period of the suspension under clause 5.6 is to be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the Landlord and the Tenant or in default by the President or other proper officer for the time being of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant.
- 5.10 In the event of damage or destruction to the Premises caused by an Uninsured Risk that prevents occupation and use of the whole or substantially the whole of the Premises:
  - 5.10.1 if the Landlord serves notice on the Tenant that it does not wish to reinstate the Premises, this Lease shall terminate with immediate effect; or
  - 5.10.2 if the Landlord does not serve notice under clause 5.4 within 6 months of the damage or destruction, this Lease shall terminate on the last day of that period unless the damage or destruction was caused by any deliberate act or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control.

- 5.11 In the event of damage or destruction to the Premises that prevents occupation and use of the whole or substantially the whole of the Premises, if clause 5.6 has applied and at the end of the Rent Suspension Period the Premises have not been sufficiently reinstated so as to be fit for the Tenant's occupation and use and accessible, subject to clause 5.12, either the Landlord or the Tenant may, at any time thereafter but before any reinstatement is completed, serve notice on the other terminating this Lease with immediate effect.
- 5.12 The exercise of the Tenant's rights of termination under clause 5.11 is subject to compliance with any obligations the Tenant may owe under clauses 5.5.1(b) and 5.5.1(c).
- 5.13 If the lease is terminated under clause 5.10 or clause 5.11 then:
- 5.13.1 the Term shall cease absolutely but this will not affect the rights and remedies of any party for any prior breach of the provisions of this Lease;
  - 5.13.2 the Tenant must give vacant possession of the Premises to the Landlord; and
  - 5.13.3 all money received in respect of the insurance taken out by the Landlord under this Lease is to belong to the Landlord absolutely.

## 6. Forfeiture

- 6.1. If any of the events set out in clause 6.2 happen, the Landlord may at any time re-enter the Premises or any part of them and this Lease will then immediately end but without affecting the rights or remedies of any party in relation to breaches of the covenants or other terms of this Lease that have already occurred.
- 6.2. The events referred to in clause 6.1 are:
- 6.2.1. any of the Lease Rents being outstanding for 14 days after becoming due, whether formally demanded or not;
  - 6.2.2. the Tenant breaching any covenant or other term of this Lease;
  - 6.2.3. the Tenant being an individual, becoming subject to a bankruptcy order or having an interim receiver appointed to their property;
  - 6.2.4. the Tenant, being a company or limited liability partnership or other form of partnership, entering into liquidation—but not if the liquidation is for amalgamation or reconstruction of a solvent entity—or entering into administration having a receiver appointed over all or any part of its assets or, where appropriate, being struck off the register;
  - 6.2.5. the Tenant entering into or making a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of the Tenant's creditors;
  - 6.2.6. the Tenant becoming subject to any procedure for the taking of control of the Tenant's goods by another.
- 6.3. Where the Tenant is more than one person, clause 6.2 applies if and whenever any of the events referred to happens to any one or more of them.



## **7. General**

- 7.1. The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease. The only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not to be entitled to any other rights affecting Adjoining Property of the Landlord.
- 7.2. Any walls dividing the Building from any other buildings are to be party walls within the meaning of the Law of Property Act 1925 Section 38 and must be maintained at the equally shared expense of the Tenant and the Landlord.
- 7.3. Each term of this Lease on the part of the Tenant is to remain in full force both at law and in equity even if the Landlord waives or releases that term on any occasion or waives or releases any similar term affecting Adjoining Property of the Landlord.
- 7.4. The Tenant is not to be entitled to the benefit of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of Adjoining Property of the Landlord or the right to enforce or prevent the release or modification of any such covenant, agreement or condition.
- 7.5. If any term of this Lease is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Lease and the enforceability of the remainder of this Lease shall not be affected.
- 7.6. Nothing in this Lease or in any consent or approval granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts for the Permitted Use.
- 7.7. Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent that the law allows.
- 7.8. The Landlord shall not be liable under its obligations contained in this Lease after the Landlord has assigned its interest in the Premises.
- 7.9. The Landlord and the Tenant agree that this Lease shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English courts.
- 7.10. This Lease shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 7.11. It is declared that the persons comprising the Tenant hold the Premises as trustees in accordance with the constitution of the Club.
- 7.12. A notice under this Lease must be in writing and, unless the receiving party or their authorised agent acknowledges receipt, is valid if, and only if:
  - 7.12.1. it is delivered to or left at the recipient's address or sent by special delivery post; and

7.12.2. it is served, where the receiving party is a company or limited liability partnership or limited partnership registered in the United Kingdom, at the registered office or principal place of business as appropriate or, where the receiving party is not such an entity:

(a) in the case of the Landlord, at the address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant from time to time;

(b) in the case of the Tenant, at the Premises,

and if the receiving party consists of more than one person, a notice to one of them is notice to all.

7.13. For the purposes of clause 8.12 a notice:

7.13.1. delivered or left at the recipient's address is to be treated as served at the time it is delivered or left; and

7.13.2. sent by special delivery post is to be treated as served on the second Working Day after posting,

in each instance on whatever date and whether or not it is actually received.

7.14. It is confirmed that:

7.14.1. on [ ] the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) and on [ ] [ ] who was duly authorised by the Tenant to do so, made a statutory declaration pursuant to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 Schedule 2; and

7.14.2. pursuant to the provisions of the 1954 Act Section 38A(1), the parties agree that the provisions of the 1954 Act Sections 24–28 inclusive are to be excluded in relation to the tenancy created by this Lease; and

7.14.3. there is no agreement for lease to which this lease gives effect.

7.14.4. This Lease is a new tenancy for the purposes of the 1995 Act Section 1.



THE COMMON SEAL OF

**STONEHOUSE TOWN COUNCIL**

was hereunto affixed in the presence of:

**Schedule 1**  
**The rights granted**

The following rights are granted to the Tenant:

- 1 the right, subject to temporary interruption for repair, alteration, rebuilding or replacement, for the Tenant and all persons expressly or by implication authorised by the Tenant—in common with the Landlord and all other persons having a like right—to pass and repass to and from the Premises for all purposes connected with the use and enjoyment of the Premises for the Permitted Use but not for any other purpose, over and along:
  - (a) the Road, with or without vehicles - and for the avoidance of doubt this right does not include the right to load and unload vehicles on the Road and does not include the right to park on the Road - PROVIDED ALWAYS THAT the Landlord shall have the right to vary the route of the Road from time to time;
  - (b) the Pedestrian Access on foot PROVIDED THAT the Pedestrian Access may also be used by maintenance vehicles whenever necessary and also as a means of access for the Club minibus.
- 2 the right, subject to temporary interruption for repair, alteration or replacement, to the free passage and running of water and electricity to and from the Premises through the appropriate Adjoining Conduits subject to the payment of all costs and charges in connection with the supply of these services ( or a fair proportion of the total cost of any of costs and charges which are payable in respect of the Premises together with the Adjoining Property of the Landlord), in common with the Landlord and all other persons having a like right; and
- 3 the right in common with the Landlord and all other persons having a like right to park private motor vehicles in such part or parts of the Car Parking Area which may be designated for use as a car park from time to time in connection with the Permitted Use of the Premises but not otherwise.
- 4 the right of subjacent and lateral shelter and protection for the Premises from Adjoining Property of the Landlord.

## **Schedule 2**

### **The rights excepted and reserved**

The following rights are excepted and reserved to the Landlord<sup>2</sup>:

- 1 the right to the free and uninterrupted passage and running of all appropriate services and supplies from and to Adjoining Property of the Landlord in and through the appropriate Conduits and through any structures of a similar use or nature that may at any time be constructed in, on, over or under the Premises as permitted by paragraph 2;
- 2 the right to construct and to maintain in, on, over or under the Premises at any time during the Term any pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media—including plant or fixtures and fittings and other ancillary apparatus—for the benefit of Adjoining Property of the Landlord subject to the Landlord taking reasonable steps:
  - 2.1 to ensure that works do not have a materially adverse effect upon the business carried out by the Tenant from the Premises; and
  - 2.2 to limit any interference with the Tenant's use and occupation of the Premises, and making good any resulting damage to the Premises or items at the Premises belonging to the Tenant;
- 3 all rights of light and air to the Premises that now exist or that might otherwise be acquired over any other land;
- 4 the right of subjacent and lateral shelter and protection for Adjoining Property of the Landlord from the Premises;
- 5 the right to enter (or in emergency to break into and enter) the Premises at any time during the Term on reasonable notice during normal business hours except in emergency when such notice as is reasonably practicable must be given causing as little damage and as little interference with the Tenant's business as is reasonably practicable to:
  - 5.1 inspect and measure the Premises;
  - 5.2 inspect, clean, connect to, lay, repair, remove, replace with others, alter or execute any works whatever to or in connection with the conduits, rights, services or supplies referred to in paragraphs 1 and 2;
  - 5.3 carry out work of any kind to Adjoining Property of the Landlord or any other buildings that cannot conveniently be carried out without access to the Premises;
  - 5.4 carry out work or do anything whatever that the Landlord is obliged to do under this Lease;
  - 5.5 carry out insurance valuations;
  - 5.6 prepare Energy Performance Certificates;
  - 5.7 take inventories of fixtures and other items to be handed back at the end of the Term;and

- 5.8 exercise any of the rights granted or reserved to the Landlord elsewhere in this Lease;
- 6 the right at any time to build, demolish, rebuild, alter, raise the height of, extend downwards or otherwise redevelop any building on Adjoining Property of the Landlord in such manner as the Landlord thinks fit, even if doing so obstructs, affects or interferes with the amenity of or the access to the Premises or the passage of light and air to the Premises subject to the Landlord taking reasonable steps:
- 6.1 to ensure that works do not have a materially adverse effect on the business carried out by the Tenant from the Premises; and
- 6.2 to limit any interference with the Tenant's use and occupation of the Premise and making good any resulting damage to the Premises or items at the Premises belonging to the Tenant;
- 7 the right to underpin and shore up the Premises in connection with the works described in paragraph 6; and
- 8 for the purposes of exercising any of the rights granted or reserved to the Landlord in this Lease, the right to bring plant and other ancillary equipment onto the Premises and the right to place ladders or erect scaffolding on the Premises subject to the Landlord taking reasonable steps to limit any materially adverse effect on the business carried out by the Tenant from the Premises and any interference with the Tenant's use and occupation of the Premises and making good any resulting damage to the Premises.



### Schedule 3 Rent review

#### 1 Definitions

The following definitions apply in this Schedule.

**Base Rent:** rent of £500.00 per annum.

**Base RPI Month:** July 2018.

**Expert:** an independent surveyor:

- (a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- (b) with at least 10 years' post-qualification experience including relevant experience in the subject matter of the dispute; and
- (c) appointed in accordance with paragraph 5 of this Schedule.

**President:** the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

**Review Date:** the fifth anniversary of the term commencement date and every fifth anniversary of that date.

**RPI:** the Retail Prices Index or any official index replacing it.

**Shortfall Payment Date:** the date that the revised Annual Rent is calculated by the Landlord and notified to the Tenant.

#### 2 Review of the Annual Rent

- 2.1 The Annual Rent shall be reviewed on each Review Date to equal the Annual Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this Schedule.
- 2.2 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 2.3 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 2.4 As soon as practicable after the amount of the revised Annual Rent has been determined pursuant to this Schedule, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and any guarantor. The parties shall each bear their own costs in connection with the memorandum.

#### 3 Changes to the index

- 3.1 Subject to paragraph 3.2 of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the

reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.

- 3.2 The Landlord and the Tenant shall endeavour within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:

- (a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 3.1 of this Schedule would fundamentally alter the calculation of the indexed rent in accordance with paragraph 2.2 of this Schedule, and has given notice to the other party of this belief; or
- (b) it becomes impossible or impracticable to calculate the indexed rent in accordance with paragraph 2.2 of this Schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, either party may at any time refer the issue for determination by the Expert in accordance with paragraph 5.2 to paragraph 5.12 (inclusive) of this Schedule and the Expert shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

#### **4 Late review of Annual Rent**

If the revised Annual Rent has not been determined pursuant to this Schedule on or before the relevant Review Date, the Tenant must:

- (a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
- (b) on or before the Shortfall Payment Date, pay:
  - (i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including the Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been determined pursuant to this Schedule on or before that Review Date; and
  - (ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been determined pursuant to this Schedule on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

#### **5 Determination by the Expert**

- 5.1 Either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with this paragraph 5 of this Schedule in the following circumstances:

- (a) where any question or dispute arises between the parties as to the amount of the Rent payable or as to the interpretation, application or effect of any part of this Schedule; or
- (b) where the Landlord and the Tenant fail to reach agreement under paragraph 3.2 of this Schedule.

The Expert can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Rent.

- 5.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.



- 5.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 10 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 5.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 40 working days of the matter being referred to the Expert.
- 5.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:
- (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
  - (b) this paragraph 5 of this Schedule shall apply to the new Expert as if they were the first Expert appointed.
- 5.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 5.7 To the extent not provided for by this paragraph 5 of this Schedule, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate.
- 5.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 5.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 5.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 5.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within 10 working days of demand by the Expert, then:
- (a) the other party may pay instead; and
  - (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to paragraph 5.11(a) of this Schedule.
- 5.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

## **6 Time not of the essence**

Time is not of the essence for the purposes of this Schedule

**Schedule 4**  
**The Operational Covenants**

- 1 The Tenant must:
    - 1.1 not without the consent of the Landlord to invite or allow the general public to enter the Premises otherwise than in connection with the Permitted Use;
    - 1.2 keep the gates of the Premises locked when the Premises are not in actual use by members of the Club;
    - 1.3 not permit any vehicles belonging to the Tenant or to the members, guests, spectators employees of the Club and lawful visitors to stand on the Road or the Pedestrian Access.
  - 2 The Tenant must not:
    - 2.1 keep on the Premises any plant, equipment and machinery except to the extent required for serving the business carried on by the Tenant from the Premises in accordance with the terms of this Lease;
    - 2.2 store on the Premises or bring onto them any dangerous substances as defined by the Fire Safety Regulations; or
    - 2.3 overload any part of the Building and, in particular but without restriction, must not (without the consent of the Landlord) suspend any weight from the ceiling of the Building.
  - 3 The Tenant must not overload the Conduits or take any other action or discharge into the Conduits anything that may:
    - 3.1 harm the environment or human health or otherwise cause pollution or contamination;
    - 3.2 corrode or otherwise harm the Conduits; or
    - 3.3 cause an obstruction or deposit in the Conduits or cause them to function less efficiently than they should.
  - 4 The Tenant must comply with the requirements of and the duties imposed by the Fire Safety Regulations and the reasonable requirements of the Landlord as to fire safety at the Premises. In particular but without restriction the Tenant must:
    - 4.1 keep the Premises supplied with such fire fighting equipment as is necessary to comply with the Fire Safety Regulations and as the Landlord reasonably requires, maintaining the equipment to the reasonable satisfaction of the insurers of the Premises and in efficient working order, causing any sprinkler system and other fire fighting equipment to be inspected by a competent person at least once in every 6 months;
    - 4.2 not obstruct the access to any fire equipment or the means of escape from the Premises or lock any fire door while the Premises are occupied.
- 
- [158]
- 5 The Tenant must:



- 5.1 manage and keep the Football Pitch and all other grassed areas of the Premises properly mown and cultivated including reseeding and returfing where necessary from time to time;
- 5.2 to keep the Football Pitch properly marked out at all times during the association football season;
- 5.3 maintain all the fences and gates in good repair and condition;
- 5.4 not store anything on the Grounds or bring anything onto them that is or might become untidy, unclean, unsightly or in any way detrimental to the Premises or the area generally;
- 5.5 supply suitable and sufficient receptacles for the deposit of litter by lawful visitors to the Premises
- 5.6 not deposit any waste, rubbish or refuse on the Grounds;
- 5.7 not use the Grounds for the parking or storing of any vehicle, caravan or movable dwelling except for the parking of maintenance vehicles and private motor vehicles belonging to members, guests and employees of the Club in any designated parking area at the Premises.
- 5.8 not erect or place any structure on the Football Pitch apart from goal posts, goal nets and corner flags.
- 6 The Tenant must not load or unload any vehicle unless it is in an area that has been designated for that purpose.
- 7 The Tenant must not deposit any waste, rubbish or refuse or anything else on the Adjoining Property of the Landlord or any land, road or pavements near to the Premises or cause them to become untidy, unclean or unsightly.
- 8 The Tenant must<sup>o</sup>:
  - 8.1 apply or cause application to be made at all proper times to the licensing authorities for the time being and use the Tenant's reasonable endeavours to obtain the grant or renewal of any certificates or licences necessary for the maintenance of a members' bar/bar facilities in the Building and/or the Hospitality Suite and to pay all necessary fees and excise duties;
  - 8.2 conduct the members' bar or other bar facilities in a lawful and orderly manner strictly in accordance with every such certificate or licence and preserve the character of the members' bar or other bar facilities with the licensing authorities;
  - 8.3 in the conduct of the members' bar or other bar facilities, not do anything that would or would be likely to endanger any certificate or licence or render it liable to forfeiture or suspension.

**Schedule 5**  
**The subjections**

The rights exceptions and reservations covenants and conditions affecting the Premises including those referred to in the registers of title of title number GR293247.







MP 101.25

Pavilion

Mast (telecommunication)

Car Park

Stand

Football Ground

Stonehouse  
Skatepark

Play Area

Sports Court

Level Crossing

Oldends  
Crossing

Largo  
House

OLDENDS LANE

+36.6m

+37.8m

+39.0m





## **HEALTH AND SAFETY POLICY REVIEW - DRAFT**

Stonehouse Town Council recognises its corporate responsibility for the Health, Safety and Welfare of its employees, and for all activities under its remit which may affect service users and others (for example members of the public, contractors and Councillors)

### **Scope**

All Council employees, service users, contractors and other persons affected by the Council's operations and facilities

### **Responsibilities**

The Town Council is responsible for ensuring an effective Health & Safety management system is in place, and the Town Clerk has operational responsibilities. ALL employees MUST participate actively in, and accept individual responsibility for health, safety and welfare matters and work with the Council to ensure legal and policy compliance.

### **General Statement of Health & Safety Policy**

The Council will:

- Promote a positive health, safety and welfare culture throughout the organisation
- Deploy the H&S hierarchy of controls to maximise safety in any given situation
- Promote clear channels of communication for health, safety and welfare between all departments
- Provide and maintain safe and healthy working conditions, plant and machinery
- Provide adequate control of risks arising from work activities
- Consult employees on matters affecting their Health & Safety
- Make contractors & service users aware of the Council's policy and requirements
- Ensure safe handling, storage and use of substances
- Ensure employees are competent to perform their tasks by providing adequate information, instruction, training and supervision for all employees
- Investigate, record and report accidents and cases of work related ill health
- Commit to continuous improvement of Health & Safety with regular reviews and auditing
- Comply with legal requirements and internal Health & Safety standards
- Make Health & Safety integral to all business processes, planning and decision making
- Review the Policy annually, or when changes in circumstances dictate, to ensure validity.

### **Organisation Structure:**

Stonehouse Town Council

Stonehouse Town Clerk

STC Officers

Council Contractors

Stonehouse Town Council has ultimate responsibility for the health, safety and welfare of its employees and all other persons affected by its activities.

- It will ensure risk assessments are conducted for all Council activities in line with the Council's Risk Assessment policy
- It will inform all employees and other persons about risks and dangers arising from their work, introduce measures to reduce or eliminate these risks and give procedures about what to do if faced with risk or danger
- It will investigate the H & S consequences of introducing new technology, equipment or procedures before doing so.

- It will carry out periodic audits to ensure that safety standards are being maintained. The audit report will be submitted to the Business Committee for action on any problems identified.

**The Town Council will inform employees and others through:**

- Displaying the Employers Liability Insurance Certificate, and Health & Safety Law Poster in all departments
- Displaying the Health & Safety Policy at [www.stonehousetowncouncil.gov.uk](http://www.stonehousetowncouncil.gov.uk) and by way of individual manuals including risk assessments, relevant information and instructions, and fire safety assessments.
- Provision of training and supervision

**The Town Council along with the Town Clerk will ensure:**

That its premises are legally compliant with the Disability Discrimination Act of 2005 (DDA) and the relevant fire regulations.

That any work carried out in council buildings is carried out by competent subcontractors.

That its premises are regularly inspected for hazards and there is annual testing of electrical appliances, gas installations and fire-fighting equipment.

That its premises have been surveyed for the presence of asbestos-containing materials and that reports on these are filed with the Town Clerk. Any identified Asbestos-Containing Materials (ACMs) will be reviewed annually and expert advice will be sought in the event of deterioration. ACMs will be handled and disposed of by specialist contractors.

That possible exposure to work related stress is recognised and the following will be monitored:

- workload and travel time
- working hours
- staff ratios and skill sets
- re-entry after sick leave
- training needs
- bullying and harassment
- communication.

**The Town Clerk will :-**

Make recommendations for policy changes/review, ensure adequate funding for training and respond to any H & S matters of concern.

Report to the Council at the next possible meeting matters of concern, including incidents as defined by RIDDOR (2013) as major injuries, seven day injuries, fatalities, or dangerous occurrences. These incidents will be reported for investigation to the Health & Safety Executive within 10 days via: <http://www.hse.gov.uk/riddor/report.htm>

Advise the council or relevant committee of any necessary changes to risk assessments/work environment to take account of special circumstances e.g. an employee's particular welfare needs such as during pregnancy.

Make new employees aware of the Council's Health & Safety Policy and possible risks.

Ensure that any young people under the age of 18, including children aged between 13 and the minimum school leaving age on work experience schemes, are treated as employees with the same Health & Safety protections and that specific risk assessments are carried out to ensure their welfare. The Clerk will inform the parents/guardians of the key findings of the risk assessments and the control measures put in place. The Clerk will record details of those risk assessments, training and information provided to the young person, a record of their competence levels, and a record of the communication with the parents/guardians.

Ensure that she/he assesses risks to employees from lone working and takes measures to control these risks.

Consult with employees on matters affecting them relating to Health & Safety e.g. changes in legislation, procedures, equipment or ways of working



Make arrangements for training or engagement of competent people to fulfil the Council's legal obligations

**The Town Clerk in conjunction with the Senior Town Maintenance Officer will:**

Ensure that all vehicles, tools, work equipment and means of storage and PPE are maintained in a serviceable condition. All work equipment should bear the appropriate quality assurance mark (CE)  
Ensure that the First Aid kits in each of the Council premises and in the Council vehicle conform to BS and are kept up to date  
Ensure that flammable materials are not stored, even for a temporary period, in offices or corridors.  
Ensure that all chemicals, flammables are stored in accordance with the manufacturer's instructions.

**All Employees will:**

Ensure their own safety and observe the risk assessments given as Appendices to this Policy.  
Observe the Council's NO SMOKING rule on council premises.  
Report areas of concern, injuries or damage, however minor to the Town Clerk.  
Ensure that their work area is kept clear and free of trip & slip hazards  
Maintain a clean, clutter free and hygienic work space  
Familiarise themselves with fire evacuation procedures, how to raise the alarm, location of fire exits, how to use fire-fighting equipment, assembly point.  
Communicate the Council's Policy to any sub-contractors they are working with.  
Regularly inspect portable electrical equipment for damage and ensure that sockets are not overloaded. (No secondhand equipment or non council equipment is to be used that has not been checked to comply with UK or EC product safety standards)  
Report any ill-health which may affect the way they work

**Employees will NOT:**

Operate any machinery, equipment or vehicle unless they have been adequately trained and authorised to do so.  
Operate any machinery, equipment or vehicle whilst under the influence of alcohol or mood altering drugs, prescribed or unprescribed  
Modify any equipment or electrical appliances.  
Use hand held mobiles whilst driving.  
Breaches may be subject to disciplinary procedures.

**Contractors are required to:**

Hold their own public liability insurance up to £5,000,000.  
Comply with the Town Council's risk assessments as a minimum.  
Ensure that their employees are competent and vetted appropriately and provide supervision where required.  
Ensure that they have their own Health & Safety Policy in place to protect their employees.  
Communicate any high risk activities to the Town Clerk so that a further assessment of risk may be made.  
The Council retains the right to stop any operation, plant or equipment, or the actions of any contractor employees if it is considered that there is a hazard to the safety and health of employees or others. The Council will be indemnified by the contractor or their insurers in respect of any claims, costs or expenses arising out of any incidents on Council premises involving the contractor or their employees.

**RISK ASSESSMENTS TO BE FOLLOWED ARE UNDER THE FOLLOWING HEADINGS:** - to be reviewed taking into account results of EW consultation

**1. Chainsaw Use**

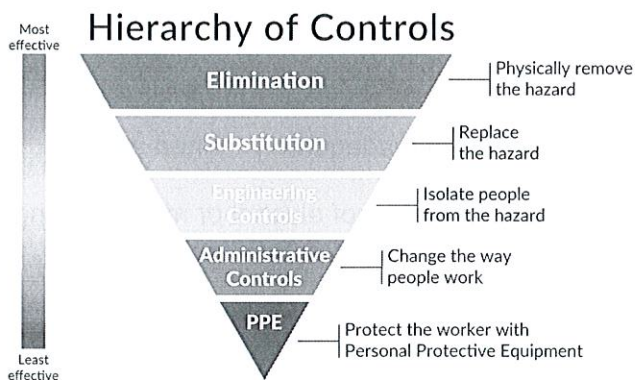


2. Chemical Use & Storage/COSHH
3. Ditch & Water Course Clearance
4. Gardening Work
5. General Conservation Work
6. Manual Handling
7. Pedestrian controlled lawn mowers
8. Ride on Mowers
9. Tool Store and Workshop
10. Van & Trailer Use
11. Vehicle Use
12. Watering
13. Workshop Power Tools
14. Litter Picking
15. Cleaning & Caretaking
16. Lone Working
17. Meeting the Public
18. Office Based

**FIRE SAFETY INSPECTION SHEETS ARE TO BE FOLLOWED FOR THE FOLLOWING BUILDINGS:**

Stonehouse Town Hall High Street  
 Workshop Oldends Lane  
 Pavilion Oldends Lane  
 Youth Centre (The Pod) Oldends Lane

**APPENDIX - H&S HIERARCHY OF CONTROLS**



Reviewed: 15th Feb '21 (Minute Number: TC2558) Review Date: Feb 2024



## STONEHOUSE TOWN COUNCIL

### Grants Policy

#### Types of Grant

Stonehouse Town Council will awards grants in four categories:

**1. Small grants**

Grants under £1000 will be considered at any time of the year.

**2. Large grants**

Applications for grants over £1,000 will normally be considered during May and November each year; the latter to enable the council to precept accordingly. In exceptional circumstances large grants will be considered at other times of year.

**3. Revenue Funding**

The Town Council will provide annual grants for revenue funding to organisations judged to be in need of such funding and who provide a significant service to the people of Stonehouse.

These grants may run for several years but on renewing the grant each year, each organisation will be expected to provide a brief annual report to the Town Council along with their annual accounts.

**4. Carbon Reduction Grants**

All grant applications will be required to include identification of positive and negative environmental impacts.

In addition, a proportion of the grants budget will be reserved for projects and organisations specifically aimed at contributing to carbon reduction.

We anticipate projects in this category will fit into one or more of the following themes, though we also welcome innovative schemes which further the aims of this grant, but do not fit within these categories.

- Energy conservation and renewable energy,
- Reduction in energy use in homes, businesses and elsewhere,
- Low carbon transport,
- Farming and food, particularly the production, sale and consumption of locally sourced food,
- Community involvement in reducing CO2 emissions.

Applications in this category will be considered at any time of year but may be deferred if the sum requested is over £1000.

The Town Council reserves the right to transfer applications between funding streams.

The Council will make every effort to reach a decision on grant applications at its meetings. Attendance at the relevant council meeting in support of an application is therefore recommended. However, decisions may be delayed or deferred for reasons of either insufficient information or funds, or the complexity of the application.

### Who can apply?

As the money that is available for grants is limited the Council has guidelines which it follows when deciding which applications to approve. These are:

- The organisation applying must be non-profit making.
- The organisation should be Stonehouse based and provide a useful service to the community OR an organisation which is not Stonehouse based, but which can show that it provides a service or facility which is used by a significant number of Stonehouse residents.

### What will we not fund?

- Retrospective funding.
- Funding for individuals.
- Funding for political activities.
- Applications for events exclusively for members for a particular faith group.
- The grant will not support other public sector bodies e.g. schools, social services. However community and voluntary groups associated with these may apply.

### How do I apply?

- A completed Application Form should be returned to the Town Council Office at the address shown on the form and, if appropriate, by the relevant date.
- To support your application you should enclose -
  - i) a copy of the accounts of your organisation for the last financial year and a recent bank statement dated within 3 months OR if a new group, a full financial plan for the year.
  - ii) for revenue grants, in addition to the above, a copy of audited accounts for the last financial year and a copy of the organisation's governing document or equivalent documentation.

### **Notes:**

1. Cheques will only be made payable to the organisation named, not private individuals.
2. Grants should be spent within the financial year for the purpose for which they are given.
3. All recipients will be required to provide a written and possibly verbal report to the Council on how the funds were spent. Grant aid in any one year does not set a precedent for funding in subsequent years, except in the case of revenue grants.
4. Applications must identify how the project will impact on the environment.

Reviewed: 15<sup>th</sup> Feb '21 (minute number: TC2558)

Next Review: Feb 2024





## RISK MANAGEMENT POLICY

### Introduction

Risk management is an essential part of effective corporate governance. Stonehouse Town Council recognises that it has a responsibility to manage its risks effectively in order to protect its employees, assets, liabilities and community against potential losses, damage, injury or failure to achieve the Council's policies and objectives. The Council is aware that not all risks can be eliminated fully, and therefore will have in place procedures for effectively managing risks.

### The Town Council will:

- a) Ensure that Risk Management forms an integral part of the Council's procedures.
- b) Manage any risk in accordance with best practice.
- c) Anticipate and respond to changing social, environmental and legislative requirements.
- d) Identify risks and the impact of those risks when adopting policies and making operational decisions.
- e) Positively and actively promote an awareness of risk management for all council services.

### Categories Of Risk

Categories of risk could include, Strategic Risk (adverse impacts of poor decision-making), Legal/Compliance Risk, Financial Risk, Staffing Risk, Health & Safety Risk, Environmental Risk.

### Risk Assessment & Action

Risks will be identified and then assessed according to the following criteria:

	Major impact (3)	Moderate impact (2)	Minor impact (1)
High risk (3)	Score 9	Score 6	Score 3
Medium risk (2)	Score 6	Score 4	Score 2
Low risk (1)	Score 3	Score 2	Score 1

Score 9: circumstances giving rise to risk to be eliminated if possible.

Score 4-6: risk requires immediate and/or continuous management and monitoring.

Score 2-3: risk requires management and monitoring.

Score 1: risk does not require management but may be monitored.



Note! Risk Management can include the transfer of risk by e.g. taking out insurance or buying in a service from a specialist provider

## **Implementation**

### **The Town Council will:**

- a) Establish clear roles, responsibilities and reporting lines within the Council.
- b) Inform relevant Committees of the Council, where applicable, of potential risks identified.
- c) Provide training of staff in risk management procedures.
- d) Carry out risk assessments in all areas of the council's activities.
- e) Continue to monitor procedures and assessments periodically.
- f) Prepare contingency plans for potential risks which could have a significant effect on the Council and or the community.
- g) Maintain a risk register which will be reviewed annually

An Action Plan will be produced from a risk assessment if required. Where relevant, the risk assessment and Action Plan will be reported to the responsible Committee, along with any mitigation proposals and financial consequences that may require funds to achieve.

Risk assessments will be monitored and reviewed at appropriate points, either during the progress of a particular project, or in the case of functions and services provided by the Town Council, whenever there is any significant operational or legislative change impacting on that function or service.

Every report requiring action prepared for consideration by elected members will contain a paragraph entitled Risk Assessment, wherein the risk of any proposal will be assessed and mitigation proposals suggested where appropriate.

## **Roles & Responsibilities**

**Councillors:** To oversee effective management of risk in all Council activities; to pay due regard to risk assessment in all decision-making.

**Officers:** To ensure that the Council manages risk effectively through the development and implementation of the risk management procedures outlined above.

**Employees:** To manage risk effectively within their work areas.

**This policy is to be read in conjunction with the following Stonehouse Town Council policies:**

- Health & Safety
- Environment
- Financial Regulations
- Investment Strategy

**Reviewed: 23<sup>rd</sup> January 2023 (Minute No TC2980)**

**Next Review: January 2024**

# STROUD DISTRICT COUNCIL

## COUNCIL

**16 FEBRUARY 2023**

<b>Report Title</b>	Unified Code of Conduct			
<b>Purpose of Report</b>	This report sets out the proposed Member Code of Conduct			
<b>Decision(s)</b>	<b>Council RESOLVES to adopt the unified code of conduct.</b>			
<b>Consultation and Feedback</b>	<p>The unified code of conduct was considered by the constitution working on 28 September 2022 who approved it for consultation with members and town and parish councils.</p> <p>The unified code was send out to all members and town and parish councils for consultation during the period 4 November – 16 December.</p> <p>A total of 16 town/parish councils responded to the consultation and with the exception of one all were supportive of the move to a unified code.</p>			
<b>Report Author</b>	Claire Hughes, Monitoring Officer Email: <a href="mailto:claire.hughes@stroud.gov.uk">claire.hughes@stroud.gov.uk</a>			
<b>Options</b>	The committee could resolve not to adopt the unified code.			
<b>Background Papers</b>	Report to the constitution working group 28 September 2022			
<b>Appendices</b>	Appendix A – proposed unified Code of Conduct			
<b>Implications (further details at the end of the report)</b>	Financial	Legal	Equality	Environmental
	No	Yes	No	No

### 1. INTRODUCTION / BACKGROUND

- 1.1 The group of Monitoring Officers for the Gloucestershire Councils have been involved in discussing and drafting a proposed Member Code of Conduct taking into account the LGA model and their experiences of operating the present Codes in the individual Councils. The Code is now at a stage where Councils have been actively consulting upon it and are moving towards adoption
- 1.2 The group believe that there are a number of benefits of having a unified code, including the fact that those members who sit on more than one Council will have one consistent set of rules.
- 1.3 Whilst the group acknowledge that parish councils are under no obligation to adopt the common Gloucestershire Code, they were supported in its development by Gloucestershire Association of Parish and Town Councils (GAPTC). GAPTC is extremely supportive of parish councils adopting the unified Code as they believe it will enable them to provide better advice, support and training. The Code has also been the subject of consultation with town and parish councils.



- 1.4 While the style and layout of the Code is different to the Local Government Association (LGA) model code, the content is fully consistent with it. This ensures that the Authority can still benefit from the training that the LGA offers on Code of Conduct issues.

## **2. CONSULTATION**

- 2.1 The Code was considered by the Constitution Working Group on 28 September 2022 who approved it for consultation with members and town and parish councils.
- 2.2 The proposed Code was subject to a period of consultation with all members and town and parish councils between 4 November 2022 and 16 December 2022.
- 2.3 A total of 16 town/parish councils responded to the consultation. With the exception of one all supported the approach of moving to a unified Code.
- 2.4 If the Code is adopted by the district council, then further engagement with town/parish councils will be undertaken. Ultimately, it will be a matter for the town/parish councils to determine whether they adopt the unified Code of Conduct.
- 2.5 There were no specific concerns raised by members.

## **3. CONCLUSION**

- 3.1 Moving towards a unified Code of Conduct will provide greater transparency for the public and will ensure that councillors at all tiers within Gloucestershire have one clear set of rules to abide by. Therefore, the Audit and Standards Committee are asked to recommend the approval of the Code to Council.

## **4. IMPLICATIONS**

### **4.1 Financial Implications**

There are no direct financial implications arising from the recommendations.

Andrew Cummings, Strategic Director of Resources

Tel: 01453 754115 Email: [andrew.cummings@stroud.gov.uk](mailto:andrew.cummings@stroud.gov.uk)

### **4.2 Legal Implications**

The principal statutory provisions relating to standards of conduct for Members are contained in the Localism Act 2011. Section 27(1) of the 2011 Act provides that the Authority must promote and maintain high standards of conduct by Members and Co-opted members of the authority. Section 27 and 28 of the Act require the Authority to adopt a Code of Conduct.

Tel: 01684 272012 Email: [legalservices@onelegal.org.uk](mailto:legalservices@onelegal.org.uk)

### **4.3 Equality Implications**

There are no direct equality implications arising from this report

### **4.4 Environmental Implications**

There are no environmental implications arising from this report

# **Stonehouse Town Council**

## **CODE OF MEMBERS' CONDUCT**

**Adopted on XXXXX**



## **Contents**

- I Introduction
- II Scope of the Code of Conduct
- III General Principles of Councillors' Conduct
- IV Rules of Conduct
- V Registration of Interests
- VI Declaration of Interests and Restrictions on Participation
- VII Duties in respect of the Standards Panel
- VIII Dispensations
- IX Definitions

Appendix A – Disclosable Pecuniary Interests

Appendix B – Other Registrable Interests

## **I. Introduction**

1. This Code of Conduct (Code) is adopted pursuant to the Council's duty to promote and maintain high standards of conduct by Members of the Council.

Members have a duty to uphold the law and to act on all occasions in accordance with the public trust placed in them.

## **II. Scope of the Code of Conduct**

2. The Code applies to Members whenever acting in their official capacity as a Member of Stroud District Council, including;
  - (a) when engaged in the business of Stroud District Council including Ward business or representing the Council externally;
  - (b) when behaving so as to give a reasonable person the impression of acting as a representative of Stroud District Council.

This Code of Conduct does not seek to regulate what Members do in their purely private and personal lives.

3. The obligations set out in this Code are in addition to those which apply to all Members by virtue of the procedural and other rules of the Council and any Protocols and Policies which may be adopted from time to time by the Council.
4. Failure to comply with the requirements within this Code of Conduct which relate to disclosable pecuniary interests and which are set out in sections V and VI and Appendix A is a criminal offence.<sup>1</sup>

## **III. General Principles of Members' Conduct**

5. In carrying out their duties in exercising the functions of their Authority or otherwise acting as a Councillor, Members will be expected to observe the general principles of conduct set out below. These principles will be taken into consideration when any allegation is received of a breach of the provisions of the Code.
  - *Selflessness*
  - *Integrity*
  - *Objectivity*
  - *Accountability*

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<sup>1</sup> Section 34 Localism Act 2011

- *Openness*
- *Honesty*
- *Leadership*

#### IV. Rules of Conduct

- Members shall base their conduct on a consideration of the public interest, avoid conflict between personal interest and the public interest and resolve any conflict between the two, at once, and in favour of the public interest.
- Members shall observe the following rules:-

##### General Requirements

- Do** treat everyone with respect.
- Do** promote equalities and **do not** discriminate unlawfully against any person.
- Do** promote and support high standards of conduct when serving in your public post by leadership and example.
- Do not** behave in a manner which brings your role or the Council into disrepute.
- Do not** bully any person.
- Do not** harass any person
- Do not** use your position improperly to confer on or secure for yourself or any other person, an advantage or disadvantage, or seek to improperly influence a decision about any matter from which you are excluded from participating or voting as a result of the requirements of Part VI of this Code.
- Do not** do anything which compromises, or is likely to compromise, the impartiality of those who work for, or on behalf of, the Council.
- Do not** disclose information given to you in confidence by anyone, or information acquired by you which you believe, or ought reasonably to be aware, is of a confidential nature, unless–
  - you have the consent of a person authorised to give it;
  - you are required by law to do so;
  - the disclosure is made to a third party for the purpose of obtaining professional legal advice provided that the third party agrees not to disclose the information to any other person; or
  - the disclosure is –
    - reasonable and in the public interest; and



(b) made in good faith and in compliance with the reasonable requirements of the Council.

Before making any disclosure under (iv) above, the written advice of the Clerk or Monitoring Officer must be sought and considered.

- (10) **Do not** prevent another person from gaining access to information to which that person is entitled by law.
- (11) **Do not** use knowledge gained solely as a result of your role as a Member for the advancement of your own interests.

When using the resources of the Council, or authorising the use of those resources by others:

- (12) **Do** act in accordance with the Council's requirements including the requirements of the Council's ICT Policy.
- (13) **Do** ensure that such resources are not used for political purposes (including party political purposes) unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of the Council or to the office to which you have been elected or appointed.
- (14) **Do** have regard to any applicable Local Authority Code of Publicity made under the Local Government Act 1986.

When making decisions on behalf of, or as part of, the Council:

- (15) **Do** ensure that decisions are made on merit, particularly when making public appointments, awarding contracts, or recommending individuals for rewards or benefits.
- (16) **Do** have regard to advice provided to you by the Council's Officers, particularly that provided by the Clerk where such advice is offered pursuant to their statutory duties.
- (17) **Do** be as open as possible about your own decisions and actions and those of the Council and be prepared to give reasons for those decisions and actions.
- (18) **Do** ensure that you are accountable for your decisions and co-operate fully with whatever scrutiny is appropriate to your office.



## V. Registration of Interests

8. Members shall observe the following rules when registering their interests.
  - (1) **Do**, within 28 days of taking office as a Member (or Co-opted Member), notify the Clerk of any disclosable pecuniary interest as defined in Appendix A and any other registrable interest as defined in Appendix B.
  - (2) **Do**, within 28 days of the date of a disclosure referred to in Paragraph 9(2) of this Code, notify the Clerk of the interest.
  - (3) **Do** notify the Clerk of any new interest (disclosable pecuniary or other registrable interest) or change to any registered interest within 28 days of the date of that change.
  - (4) **Do** approach the Clerk if you feel that your interest should be treated as sensitive because its disclosure could lead to you, or a person connected with you, being subject to violence or intimidation.

## VI. Declaration of Interests and Restrictions on Participation

Members must observe the following rules:-

### 9. Disclosable Pecuniary Interests

Where a matter, in which you have an interest as specified in Appendix A (disclosable pecuniary interests), arises at a meeting at which you are present, or where you become aware that you have such an interest in any matter to be considered or being considered at the meeting:-

- (1) **Do** disclose the interest to the meeting. If the Clerk considers it a sensitive interest, you must declare that you have an interest but do not need to disclose the nature of the interest.
- (2) **Do** ensure that, if your interest is not entered in the Council's Register, you disclose the interest to the meeting as required in 9(1) above and that you notify the Clerk of the interest within 28 days in accordance with Paragraph 8(3) of this Code.
- (3) **Do** withdraw from the meeting and **do not** vote on the matter, participate, or participate further, in any discussion of the matter at the meeting unless a dispensation has been granted.

10. Other Interests (Other Registrable Interests Appendix B and Non -registrable Interests)

Where a matter, in which

either you have an interest as specified in Appendix B (other registrable interests),  
or where a decision on the matter might reasonably be regarded as affecting, to a greater extent than it would affect the majority of other Council taxpayers, ratepayers or inhabitants of the Ward affected by the decision, your well-being or financial position or the well-being or financial position of a member of your family, or any person with whom you have a close association, or who has a contractual relationship (including employment) with yourself, member of your family or close associate, arises at a meeting at which you are present, or where you become aware that you have such an interest in any matter to be considered or being considered at the meeting:-

- (1) **Do** ensure that you disclose the interest to the meeting. If the Clerk considers it a sensitive interest, you must declare that you have an interest but do not need to disclose the nature of the interest.
- (2) **Do** leave the meeting and **do not** vote on the matter, participate, or participate further, in any discussion of the matter at the meeting (unless a dispensation has been granted or it is an excepted function), if,
  - (a) it affects the financial position of an interest specified in Appendix B (other registrable interests)
  - (b) it affects your financial position or well-being or that of a member of your family, or any person with whom you have a close association, or who has a contractual relationship (including employment) with yourself, member of your family or close associate  
or
  - (c) it relates to the determination of any approval, consent, licence, permission or registration in relation to you or any person or body described in (a) and (b) above and a reasonable member of the public knowing the facts would reasonably regard it as so significant that it is likely to prejudice your judgement of the public interest.



The rules set out in Paragraph 10(4) above do not have the effect of precluding a Member from attending a meeting only for the purpose of making representations, answering questions or giving evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise. The Member must, after making their submission, withdraw immediately from the meeting.

## **VII. Duties in respect of the Standards Panel**

11. Members shall observe the following:-

- (1) **Do** undertake training on the Code of Conduct as required by the Council.
- (2) **Do** co-operate, at all stages, with any investigation into your conduct which may be carried out in accordance with the arrangements for the investigation and determination of complaints which have been put in place by the Council.
- (3) **Do not** seek to intimidate, or attempt to intimidate, any person who is, or is likely to be, a complainant, a witness or involved in the administration of any investigation or proceedings in relation to an allegation that a Member has failed to comply with his or her Authority's Code of Conduct.
- (4) **Do** comply with any sanction imposed on you following a finding that you have failed to comply with the Code of Conduct.

## **VIII. Dispensations**

12. Where a Member has a disclosable pecuniary interest as described in this Code, and set out in Appendix A, or has an interest which would preclude the Member's participation in the item of business as described in Paragraph 10 of this Code, the Member may apply to the Clerk for a dispensation.
13. The Council may grant a Member a dispensation to participate in a discussion and vote on a matter at a meeting even if the Member has a disclosable pecuniary interest as described in this Code, and set out in Appendix A, or has an other registrable interest (Appendix B) or non-registrable interest which would preclude the Member's participation in the item of business as described in Paragraph 10 of this Code.

## **IX. Gifts and Hospitality**

14. When offered gifts or hospitality in your capacity as a Member of the Council, the following rules must be observed.

- (1) **Do not** accept gifts or hospitality, irrespective of estimated value, which could give rise to real or substantive personal gain or a reasonable suspicion of influence to show favour from persons seeking to acquire, develop or do business with the Council or from persons who may apply to the Council for any permission, licence or other significant advantage.
- (2) **Do** register with the Clerk any gift or hospitality with an estimated value of at least £50 within 28 days of its receipt. (Appendix B).
- (3) **Do** register with the Clerk any significant gift or hospitality that you have been offered but have refused to accept.

## **IX. Definitions**

The following are definitions which apply for the purposes of this Code of Conduct.

1. Bullying is offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate, or injure the recipient.
2. "Close associate" means someone with whom you are in close regular contact over a period of time who is more than an acquaintance. It may be a friend, a colleague, a business associate or someone you know through general social contacts. It is someone a reasonable member of the public would think you might be prepared to favour/disadvantage ("close association" shall be construed accordingly).
3. Harassment is conduct, on at least two occasions, that causes alarm or distress or puts people in fear of violence
4. "Meeting" is a meeting of the Council, or any Committee, Sub-Committee, Joint Committee or Joint Sub-Committee of the Council.
5. "Member" is an elected Member or a Co-opted Member of the Authority. "Co-opted Member" is a person who is not a Member of the Council but who is either a Member of any Committee or Sub-Committee of the Council, or a Member of, and represents the Council on, any Joint Committee or Joint Sub-Committee of the Council, and who is entitled to vote on any question that falls to be decided at any meeting of that Committee or Sub-Committee.



6. "Member of your family" means:
- Partner (spouse/civil partner/someone you live with as if a spouse or civil partner);
  - A parent/parent-in-law, son/daughter, step-son/step-daughter, child of partner; or the partners of any of these persons;
  - A brother/sister, grandparent/grandchild, uncle/aunt, nephew/niece; or the partners of any of these persons.
7. "Clerk" is the Clerk to the Council.
8. "Pending notification" is an interest which has been notified to the Clerk but which has not been entered in the Council's Register in consequence of that notification.
9. Respect means politeness and courtesy in behaviour, speech, and in the written word.
10. "Standards Panel" is the Standards Panel of Stroud District Council.
11. "The Act" is the Localism Act 2011.
12. "The Council" is Stroud District Council
13. Unlawful discrimination is where someone is treated unfairly because of a protected characteristic. Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. They are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation
14. "Well-being" means general sense of contentment and quality of life.
15. Excepted functions are functions of the Council in respect of
- (i) housing, where the Member is a tenant of the Council provided that those functions do not relate particularly to the Member's tenancy or lease;
  - (ii) an allowance, payment or indemnity given to Members;
  - (iii) any ceremonial honour given to Members; and
  - (iv) setting Council tax or a precept under the Local Government Finance Act 1992.

## Disclosable Pecuniary Interests

The interests set out below are "Disclosable Pecuniary Interests" in accordance with the Localism Act 2011 and Members must notify the Clerk in accordance with Paragraphs 8(1)-(3) of this Code of Conduct of any interest which is an interest of **the Member (M) or of any of the following**:

- the Member's spouse or civil partner;
- a person with whom the Member is living as husband and wife; or
- a person with whom the Member is living as if they were civil partners;

and the Member is aware that that other person has the interest.

Subject	Disclosable Pecuniary Interest
Employment, Office, Trade, Profession or Vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	Any payment or provision of any other financial benefit (other than from the relevant authority) made or provided within the relevant period in respect of any expenses incurred by M in carrying out duties as a member, or towards the election expenses of M. This includes any payment or financial benefit from a Trade Union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992(a).
Contracts	Any contract which is made between the relevant person (or a body in which the relevant person has a beneficial interest) and the relevant authority – (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged.
Land	Any beneficial interest in land which is within the area of the relevant authority.
Licences	Any licence (alone or jointly with others) to occupy land in the area of the relevant authority for a month or longer.
Corporate Tenancies	Any tenancy where (to M's knowledge) – (a) the landlord is the relevant authority; and (b) the tenant is a body in which the relevant person has a beneficial interest.



## Securities

Any beneficial interest in securities of a body where –  
(a) that body (to M's knowledge) has a place of business or land in the area of the relevant authority; and  
(b) either –

(i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or

(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the relevant person has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

- (a) "the Act" means the Localism Act 2011;
- (b) "body in which the relevant person has a beneficial interest" means a firm in which the relevant person is a partner or a body corporate of which the relevant person is a director, or in the securities of which the relevant person has a beneficial interest;
- (c) "director" includes a member of the committee of management of an industrial and provident society;
- (d) "land" excludes an easement, servitude, interest or right in or over land which does not carry with it a right for the relevant person (alone or jointly with another) to occupy the land or to receive income;
- (e) "M" means a member of a relevant authority;
- (f) "member" includes a co-opted member;
- (g) "relevant authority" means the authority of which M is a member;
- (h) "relevant period" means the period of 12 months ending with the day on which M gives a notification for the purposes of section 30(1) or section 31(7), as the case may be, of the Act;
- (i) "relevant person" means M or any other person referred to in section 30(3)(b) of the Act;
- (j) "securities" means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000(b) and other securities of any description, other than money deposited with a building society.



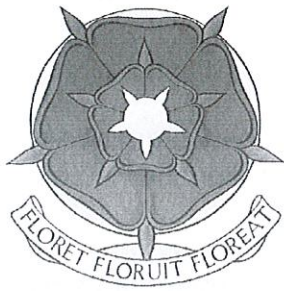
### Other Registrable Interests

The interests set out below are "other registrable interests" which must be notified to the Clerk in accordance with Paragraphs 8(1), 8(2) and 8(4) of this Code of Conduct.

A Member must notify the Clerk of any interest held by **the Member** in any of the categories set out below:-

Subject	Other Interest
Management or Control	Any body of which the Member is in a position of general control or management (including where you have been appointed or nominated by the Council.)
Public/Charitable and Other External Bodies	Any body – (a) exercising functions of a public nature; (b) directed to charitable purposes; or (c) one of whose principal purposes includes the influence of public opinion or policy (including any political party or Trade Union).  of which the Member of the Council is a member or in a position of general control or management.
Employer	Any person or body who employs, or has appointed, the Member.
Gifts and Hospitality	The name of any person, organisation, company or other body from whom the Member has received, by virtue of his Office, gifts or hospitality worth an estimated value of £50 or more.





# STONEHOUSE TOWN COUNCIL

## INVESTMENT STRATEGY 2024

### **1. INTRODUCTION**

1.1 Stonehouse Town Council acknowledges the importance of prudently investing temporarily surplus funds held on behalf of the community. This strategy complies with the requirements set out in the Ministry of Housing, Communities and Local Government Guidance on Local Government Investments and takes account of Section 15(1)(a) of the Local Government Act 2003 and guidance within 'Governance and Accountability for Smaller Councils Practitioners' Guide'.

### **2. INVESTMENT OBJECTIVES**

2.1 The Council's investment priorities are, in order of importance:

- the security of its reserves;
- the adequate liquidity of its investments;
- the yield on investments.

2.2 Social, ethical and environmental factors will be taken into account as far as is practicable when considering investment options.

2.3 All investments will be made in sterling.

2.4 Borrowing money purely to invest or to lend and make a return is unlawful and the Council will not engage in such activity.

### **3. SPECIFIED INVESTMENTS**

3.1 Specified investments are those offering high security and high liquidity, made in sterling and with a maturing of no more than a year. For the prudent management of its treasury balances the Council will use banks, building societies, local authorities or other public authorities and CCLA (Churches, Charities and Local Authorities investment Management Ltd) Public Sector Deposit Fund (PSDF)



#### **4. NON-SPECIFIED INVESTMENTS**

4.1 Non-specified investments have greater potential risk - examples include investment in the money market, stocks and shares. The Council will not use this type of investment.

#### **5. LIQUIDITY OF INVESTMENTS**

5.1 The Responsible Finance Officer in consultation with the Business Committee will determine the maximum periods for which funds may prudently be committed so as not to compromise liquidity.

5.2 Investments will be regarded as commencing on the date the commitment to invest is entered into, rather than the date on which the funds are paid over to the counterparty.

#### **6. LONG TERM INVESTMENTS**

6.1 Long term investments are defined in the Guidance as greater than 36 months. The Council does not currently hold any funds in long term investments.

#### **7. NON-FINANCIAL INVESTMENTS**

7.1 Non-financial investments are assets such as property held primarily or partly to generate a profit. The Council does not hold any non-financial investments.

#### **8. RISK MANAGEMENT**

8.1 Management of financial risk may include (but not be limited to) aiming to spread investments across institutions regulated by the PRA or FCA in line with the current level of protection offered by the Financial Services Compensation Scheme, and reviewing the credit rating of institutions.

#### **9. END OF YEAR INVESTMENT REPORT**

9.1 Investment forecasts for the coming financial year are accounted for when budgets are prepared.

9.2 At the end of the financial year the Responsible Finance Officer will report on investment activity to Business Committee and full Council.

#### **10. REVIEW AND AMENDMENT OF REGULATIONS**

10.1 This strategy will be reviewed annually and revised if considered necessary.

10.2 The investment strategy for the coming financial year will be prepared by the Responsible Financial Officer for approval by Business Committee and full Council.

10.3 The Council reserves the right to make variations to the strategy at any time subject to the approval of full Council. Any variations will be made available to the public.

#### **11. TREASURY MANAGEMENT ADVICE**

11.1 Treasury management advice may typically come from either the principal local authority or financial advisers with expertise in advising local authorities and councils.

11.2 The Council does not currently have external treasury management advisers. The Council will consider appointing advisers if significant future funds are to be invested.

11.3 The Council will arrange for its members and officers to undertake appropriate training if deemed necessary to enable robust monitoring and decision making with regard to its investments.

11.4 External investment managers would be contractually required to comply with this strategy.

## **12. FREEDOM OF INFORMATION**

12.1 This document will be posted on the Council's website.

### **APPENDIX - STATEMENT OF INVESTMENTS AS OF 01/04/23**

CCLA	£430,195.49
STC (Current Account – Lloyds Bank)	£22,470.88
Barclays	£0
Cambridge	£85,000.00
Charity Bank	£77,425.32
Lloyds Business Instant	£0
Melton Building Society	£85,000.00
Nationwide	£87,599.58
NatWest	£85,378.25
Total Investments (excl STC current account)	£873,069.52

**Document Last Approved by Town Council: 23<sup>rd</sup> January 2023 (Minute No TC2980)**

**Next review date: January 2024**







UNLOCKING POTENTIAL... OPENING OPPORTUNITY...

Invoice date: 19<sup>th</sup> February 2024  
Invoice number: 1352

Town Clerk  
Stonehouse Town Council  
Town Hall  
High Street  
Stonehouse  
GL10 2NG

## **INVOICE**

### **Additional agreed provision for March 2024:**

Breakfast Club	£99
Maidenhill support	£198
Food Friday cost	£189
Isak Community Work, 2 hours per week	£264

**Total: £750**

Payment is due within 30 days of invoice.

Please remit to our Co-Operative Bank account:

Sort code: 08-92-99  
Account number: 65374506  
Account name: The Door Youth Project R/C 1131919

Thank you.



CHARITY: 1131919  
COMPANY: 6999936

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INFO@THEDOOR.ORG.UK

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@THEDOORSTROUD

**NYA**  
Quality Mark



