



Bishopstoke Parish Council

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**Members of the Parish Council are summoned to attend a meeting on
Tuesday 27th September 2022 at 7.30pm at Bishopstoke Methodist Church, Sedgwick Road.
This meeting is open to the public.**

AGENDA

PUBLIC SESSION

1. Apologies for absence
2. To adopt and sign Minutes of the Parish Council meetings held on 12 July 2022
3. Declarations of Interest and Requests for Dispensations
4. Reports from Committees, Working Groups, Officers and Councillors
5. To approve and adopt the audited annual return for the year to 31 March 2022
6. To opt into the SAAA external audit arrangements for the period 2022-23 until 2026-27
7. To discuss the HALC AGM Special Motion and decide how the Council will vote
8. To approve the appointment of Cllr Lyon to the Finance Committee
9. To discuss the current CIP list and request any changes
10. To review standing orders
11. To approve the Bishopstoke Champion procedure
12. To support the establishment of a nature reserve on the site of Stoke Park Farm
13. To request improved consultation for the Council and residents regarding One Horton Heath
14. To request consultation for the Council and residents regarding land purchased by the Borough Council either within or bordering Bishopstoke
15. To approve the amended allotment tenancy agreement and agree the Council's position on joint tenancies and the use of hosepipes
16. To consider content for the next press release
17. To agree the date, time and place for the next meetings

D L Wheal
Clerk to Bishopstoke Parish Council
21st September 2022

Members: Cllrs Dean R. (Chair), Hillier-Wheal (Vice Chair), Candy, Daly, Dean A, Francis, Lynch, Lyon, McKeone C, McKeone D, Moore, Thornton, Tidridge and Winstanley
FULL_2223_A03

**Minutes of a Meeting of the Bishopstoke Parish Council
held at Bishopstoke Methodist Church
commencing at 7.30pm on 12 July 2022**

Present: Councillor Gin Tidridge (Chair for the meeting)
Councillor Andrew Daly
Councillor Anne Dean
Councillor Dave Francis
Councillor Martin Lyon (from para 25.10)
Councillor Chris McKeone
Councillor Dermot McKeone
Councillor Andy Moore
Councillor Lou Parker-Jones
Councillor Mike Thornton

In Attendance: Mr David Wheal (Clerk to Bishopstoke Parish Council)

Public Session 0 members of the public were present.

FULL_2223_M02/

21 Election of Chair for the meeting

21.1 As both the Chair and Vice Chair had given their apologies, it was necessary to elect a Chair for the meeting. Proposed Cllr Parker-Jones, Seconded Cllr Thornton, **RESOLVED** unanimously that Cllr Tidridge be elected Chair for the meeting.

22 Apologies for Absence

22.1 Apologies had been received and were accepted from Cllrs Candy, R Dean, Hillier-Wheal, Lynch and Winstanley.

23 To adopt and sign Minutes of the Parish Council meeting held on 10 May 2022

23.1 The minutes of the above meeting had been included in the document pack for this meeting.

23.2 Proposed Cllr Parker-Jones, Seconded Cllr Daly, **RESOLVED** unanimously that the minutes of the Parish Council meeting held on 10 May 2022 be adopted as a true record.

24 Declarations of Interest and Requests for Dispensations

24.1 There were no declarations or requests.

Initial: _____ Date: _____

25 Reports from Committees, Working Groups, Officers and Councillors

25.1 The resolutions from Council Committees were noted.

25.2 Proposed Cllr Tidridge, Seconded Cllr Moore, **RESOLVED** unanimously that the Human Resources Committee be renamed the People Committee.

25.3 Proposed Cllr A Dean, Seconded Cllr Moore, **RESOLVED** that the Council approve the unchanged Mission Statement and Objectives.

25.4 Cllr Tidridge and the Clerk informed the Council of the progress of the Glebe Meadow working group towards having a full specification for each part of the Glebe Meadow project. The specification for the new Memorial Hall is almost complete and Cllr Tidridge noted that updated versions have regularly been forwarded to all Cllrs for comment.

25.5 The Clerk gave a brief update on the Village Trail working group and their plans for a “Summer Holiday Play Area Trail”. A booklet is currently with the Clerk for tidying up and printing, and a number of plaques have been ordered, one for each play area. Children at Stoke Park schools will be offered a booklet and encouraged to visit each play area over the summer. At each play area they should take a pencil rubbing of the animal on the plaque. If they bring a completed booklet to Carnival then they will be given a small prize. There is also a place on the booklet for feedback about the play areas.

25.6 Cllr Francis had provided a report in advance of the meeting which is attached to these minutes and was noted.

25.7 Cllr Parker-Jones reported on meetings that she had attended as a County Cllr and a Borough Cllr. Hampshire County Council are searching for savings. Cllr Parker-Jones reported that the decision has been taken to cut support transport from home to school for SEN children. Instead, these children will be expected to travel up to a mile to catch a shared bus. Cllr Parker-Jones expects this decision to be called in for further discussion. Cllr Parker-Jones also noted that the 20 is Plenty discussions will now continue into the Autumn as evidence is still being collected.

25.8 Cllr Thornton reported that funding for the Bishopstoke and Fair Oak Good Neighbours was being cut. Alternative funding has been found for 2024 but they are actively looking for other sources of funding to enable this vital community group to keep going.

25.9 Cllrs agreed that Hampshire County Council cuts were being targeted at the wrong groups. The Clerk was requested to draft a letter to HCC expressing the Council’s opinion that the funding for support transport from home for SEN children should not be cut. Cllr Parker-Jones offered to send a link to the debate to the Clerk to forward on to all Cllrs.

Action: Cllr Parker-Jones and the Clerk

Cllr Lyon arrived at this point

25.10 The Clerk’s report was noted by the Council, as was a verbal update which is attached to these minutes.

Initial: _____ Date: _____

26 To discuss amending standing orders with regards to the recording of votes

26.1 A memo detailing the current requirements of standing orders and the actual practice of the Council, including options for how votes should be recorded in future, had been circulated with the document pack for the meeting.

26.2 Proposed Cllr Daly, Seconded Cllr Parker-Jones, **RESOLVED** unanimously that the Council select Option 4, keeping the variety of methods of recording votes that is used at the moment.

27 To adopt Terms of Reference for Committees

27.1 The various Terms of Reference had been included in the document pack for the meeting.

27.2 Proposed Cllr A Dean, Seconded Cllr Parker-Jones, **RESOLVED** unanimously that the Terms of Reference for the Assets, Planning and Finance Committees be adopted.

27.3 There were two proposed amendments to the People Committee (formerly Human Resources Committee) Terms of Reference: firstly, that the Committee take responsibility for overseeing the appointment process from agreeing the details of a vacancy through to appointing the successful applicant; and secondly that the Committee conduct an annual review of the requirements of the Council in relation to the roles of the officers, and adjust those roles accordingly.

27.4 During the debate concerns were raised that the second amendment could allow personal matters or prejudice to shape the review. It was noted that the Committee was already responsible for the appraisal process, and this would be an extension of that role. The Clerk also noted that any decision taken by a Committee, including resolutions, can be considered at Full Council and overturned if thought necessary. Cllrs also thought this amendment would provide a useful strategic tool to help the Officers and Council work as efficiently as possible.

27.5 Proposed Cllr Parker-Jones, Seconded Cllr Moore, **RESOLVED**, with 1 against, that the Terms of Reference for the People Committee, as amended, be adopted.

28 To agree the details of the current vacancy and the timetable for applications, interviews and appointment

28.1 After discussion it was agreed to include a summary of the Council assets with the job pack.

28.2 Proposed Cllr Moore, Seconded Cllr Parker-Jones, **RESOLVED** unanimously that the Assets Officer job details be approved and advertised.

28.3 Proposed Cllr Tidridge, Seconded Cllr A Dean, **RESOLVED** unanimously that the recommended timetable for the vacancy be adopted.

28.4 The Council discussed the interview panel and had a strong preference for keeping it relatively small. The Clerk recommended the panel consist of the Chair of the Council, the Chair of the Assets Committee and the Clerk. Proposed Cllr Moore, Seconded Cllr Parker-Jones, **RESOLVED** unanimously that the Interview Panel be as recommended by the Clerk.

Initial: _____ Date: _____

29 To consider content for the next press release

29.1 It was agreed that the press release would include the Carnival update, the Play Area trail, the Assets Officer vacancy and the Council's disappointment in the HCC decision to cut funding for SEN children. If there is news on the Parish Office moving to the YZone that will be included too. Cllr D McKeone suggested that future press releases should be seen by the Communications Working Group before being released and it was agreed that this would be done via email.

30 To agree the date, time and place for the next meetings

30.1 The next meeting will take place on Tuesday September 13th. It will take place at 7:30pm. The Bishopstoke Methodist Church is the expected location, but it may be moved to the Y-Zone if that progresses.

There being no further business, the Chair closed the meeting at 8:38pm

DRAFT

Chair's Signature: _____ Date: _____

Clerk's Signature: _____ Date: _____

**Full Council
Recommendations and Resolutions
13th September 2022**

Committee Resolutions – to note

Assets

26th July – ASSETS_2223_M02

- Item 14.2 That the minutes of the Assets Committee meeting held on 24 May be adopted as a true record.
- Item 16.1 That the Parish Council approach local wrought iron gate manufacturers to obtain quotes for the cemetery gate with a specification to be drawn up in advance.
- Item 18.3 That Stoke Common Cemetery include an area for standard burials and ashes burials, with the option for headstones and memorials, an area for natural burial and an area for ashes scattering. It was also agreed that the Committee would revisit the idea of a separate children's area at a later date. Kerb sets will not be permitted in the new cemetery. Ashes scattering will be permitted in designated wildflower and woodland areas. There will be a memorial wall for plaques to be affixed to. It was also agreed that where areas cannot be used for interments and are not needed for other purposes there will be a presumption that they be given over to wildflowers.
- Item 20.1 That the allotment rents for Oct 2022 to Sept 2023 will be increased by £1 per rod to £9 per rod, with the discounted rate being increased to £6 per rod.

Finance

9th August – FIN_2223_M02

- Item 10.1 Cllr Parker-Jones elected as Chair of the Finance Committee for the coming year.
- Item 11.1 Cllr C McKeone elected as Vice Chair of the Finance Committee for the coming year.
- Item 13.2 That the minutes of the Finance Committee meeting held on 14 June be adopted as a true record.
- Item 15.2 That the finance reports be approved.
- Item 17.2 To approve the grant list of direct debit payees.

Planning

12th July – PLAN_2223_M04

- Item 22.2 That the minutes of the Planning Committee meeting held on 14 June be adopted as a true record.
- Item 27.1 Confidential business.

26th July – PLAN_2223_M05

- Item 30.2 That the minutes of the Planning Committee meeting held on 28 June and 12 July be adopted as a true record.
- Item 32.5 To approve the agreed upon planning application responses.
- Item 35.1 Confidential business.

23rd August – PLAN_2223_M06

- Item 38.2 That the minutes of the Planning Committee meeting held on 26 July be adopted as a true record.
- Item 40.6 To approve the agreed upon planning application responses.
- Item 43.1 Confidential business.

Committee Recommendations – to vote upon

Assets

26th July – ASSETS_2223_M02

Item 21.5 that the Parish Council indicate to the Borough that they do wish to accept the transfer of the land [at Bow Lake Gardens], but only subject to certain works still to be agreed to be carried out first. If necessary, the land would be accepted in stages, with the allotment coming first, then the orchard and open space, and finally the woodland.

Finance

9th August – FIN_2223_M02

No recommendations.

Planning

12th July – PLAN_2223_M04

26th July – PLAN_2223_M05

23rd August – PLAN_2223_M06

No recommendations

Working Group Recommendations

Communications Working Group

21st July – COMMS_2223_N01

Bishopstoke Champion procedure added to Full Council agenda for 13th September 2022.

Communications Group Terms of Reference to be approved at Full Council on 13th Sept 2022.



BISHOPSTOKE PARISH COUNCIL

COMMUNICATIONS WORKING GROUP

TERMS OF REFERENCE

**These Terms of Reference were adopted
at the Full Council meeting on**

14th September 2021

**D Wheal
Clerk to Bishopstoke Parish Council**

**TERMS OF REFERENCE FOR THE
COMMUNICATIONS WORKING GROUP**

1 Membership

- 1.1 The Working Group membership shall include up to five Councillor members, appointed at the Parish Council AGM in May. Non council members may be appointed to the group as needed.

2 Lead Member

- 2.1 The Lead Member of the Working Group will be appointed at its first meeting following the Parish Council AGM in May. If the Lead Member is absent for a meeting, then a Lead Member for the meeting will be appointed at that meeting.

3 Quorum

- 3.1 A quorum will consist of three members of the Working Group.

4 Meetings

- 4.1 The Working Group will meet in the third week of July, October, January and April, with other meetings taken as necessary.
- 4.2 The Clerk shall produce and circulate an agenda for the meeting. Where possible this will be at least three clear working days in advance of the meeting, but meetings can be called at short notice if necessary.
- 4.3 The appointed officer for the Working Group will take notes which will then sent to the Lead Member of the Working Group for approval before being circulated to other members no later than the publication of the agenda for the following meeting.

5 Reporting

- 5.1 The Lead Member or other nominated member of the Working Group, shall present a report at each meeting of the Parish Council on the activities of the Working Group since the last meeting. Alternatively, this may be achieved by the circulation of the relevant notes with other agenda papers before the meeting.

6 Decisions

- 6.1 The Working Group will have no power to make decisions on behalf of the Council except to:
- 6.1.1 Decide the date, time and place of its meetings.

6.1.2 Identify and fill the training needs of the Working Group, within the overall training budget specified by the Full Council.

6.1.3 Issue invitations to experts, specialists and others, as necessary, to attend meetings and / or give advice to the Working Group.

6.1.4 The content of the Council newsletter.

7 Budget

7.1 The Working Group will have no power to commit to expenditure on behalf of the Council.

7.2 Any expenditure the Working Group wishes to undertake must be from existing budget heads that are within its delegated areas of responsibility and must be approved by the Clerk or other appointed officer.

8 Responsibilities

8.1 The Working Group will have specific responsibility in the following areas:

8.1.1 To oversee the Parish Council newsletter.

8.1.2 To oversee the Parish Council website.

8.1.3 To oversee the Council's use of social media, including making recommendations on which platforms to use.

8.1.3 To identify potential new methods of communicating with residents and make recommendations on how best to use them

8.1.4 To make recommendations on all communications policies.

8.1.5 To make recommendations on the number and placement of Council notice and information boards.

8.1.6 To oversee the press release and approve it prior to release.

Working Group Reports

Carnival

The last couple of months have seen the Carnival group's plans have to be altered to take account of illness, lack of volunteers and Eastleigh Pride – which takes place on what would have been Carnival Saturday.

The decision was taken to not have a parade due to the lack of available volunteers to marshal the route. The river floats and duck races have been moved from Toby Carvery on the Saturday to near Bishy Beach on the Sunday. No members of the public will be allowed down by the beach as we have to control who goes in the water, to prevent any possible contamination of the river.

Stoke Park Junior School are supporting the river floats again this year, but will only be entering one float per year group rather than one float per class.

The meadow will have over 30 stalls with various activities, games and information. In addition there will be bungee trampolines, a bouncy house, an inflatable slide and a teacup ride.

Entertainment in the arena will feature local singer Chris Berntsen; Southampton Ukulele Jam; a hula hoop display from Earth, Fire and Hoops; and a Bollywood style dance demonstration and workshop from Dr Shreya Chug.

The budget will be significantly underspent due to the necessity to scale down the plans to meet the volunteer pool available. Of the original £8,000 budget it is estimated that only around £3,000 will be spent.

Communications

The Communications group met in July to discuss the newsletter, press releases and plans for the Bishopstoke Champion award. The details of the award are being presented to the Council at the meeting on 13th September. We are looking at making the press release more upbeat and interesting to read and there will be further work on this at the next meeting in October.

Village Trails

The Play Area village trail was up and running just in time for the summer holidays. Cllr Hillier-Wheel put a lot of effort into creating the draft booklet which was then refined and printed by the Clerk, before being handed out at Stoke Park Junior School and made available on the website.

Full Council - Clerk's report 13th September 2022

Clerk's Report

Actions from previous meetings

FULL_2122_M07/Item 83.2 Regarding the creation of a Parish awards scheme
This is on the agenda for this meeting.

FULL_2223_M01/Item 11.2 Regarding training on the audit process and financial reports
The RFO will be arranging this training.

FULL_2223_M01/Item 18.2 Regarding Rose Close
There is an asset transfer update later in the Clerk's report

FULL_2223_M02/Item 25.9 Regarding funding for SEN children school transport
The Clerk wrote to the Children & Young People Select Committee to express the Council's dismay at the cutting of this crucial funding. Unfortunately the Committee did not see a need to reverse course.

Other Items

Asset Transfers – There are updates on several of the Asset transfers which will be more fully discussed at the Assets Committee meeting later this month.

Rose Close – There are questions over exactly what area is being proposed for the Parish to take over which the Borough is now looking into. The Borough have committed to putting in a new bin and bench, in a different location than is currently the case. The Borough have requested the Parish consider allowing a memorial bench.

Sewall Drive – Not much remains to be done by the developer for the allotments, the cemetery or the open space. The Borough have committed to putting standpipes in the allotments and two standpipes in the Cemetery, as well as completing some work on the bunds around the open space. The Borough are looking to obtain a licence to enter the site while we still wait for the official transfer from the developer which could give the Parish Council an opportunity to begin preparations prior to taking over.

Bow Lake – This remains the most problematic asset transfer. Recent inspections have shown that the site falls a long way short of the standards that are needed for an allotment site. The Borough is currently going through the Parish Council's list of problems to determine which, if any, can be sent back to the developer to fix, which the Borough is prepared to fix, and which may remain unfixed unless the Parish agrees to deal with them. The Clerk was also surprised to discover that the site appears to have completed its 12-month maintenance period by September 2020, and was apparently handed over to the Borough at that point. This may explain why it is the Borough that has been maintaining the site and not the developer over the past couple of years.

Brookfield / Blackberry Drive – This transfer is still on hold pending the Borough sorting out their legal complications.

Allotments – Nominations for site reps closed recently. Underwood Road now only has two reps – Barry Prophet and Richard Elkins. Jockey Lane retains Steve Willis as their site rep. Also the consultation period for the new allotment tenancy agreement has closed. The resulting suggestions and amendments will be presented to the Assets Committee later this month.

Office – No progress has been made on a temporary Parish Office

Burial Matters – There were a further 3 interments in July this year, and 1 in August bringing the total up to 11 this year (as at 2nd September). There are additional interments booked for later in September and October. Work continues on the various projects at all the burial grounds. Both tree work and the moving of memorials at St Marys church are due to be completed in early September

Play Areas –The major works at Blackberry Drive begin on September 12th and should take up to two weeks.

Open Spaces – Sadly, the Jubilee benches at Blackberry Drive open space are having the lettering peeled off. We are looking at repainting the letters as a possible solution. Whilst there have been one or two complaints about the recent changes in the Brookfield estate the majority of comments are positive and appreciate what the Parish Council has done there.

Section 1 – Annual Governance Statement 2021/22

We acknowledge as the members of:

Bishopstoke Parish Council

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2022, that:

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

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

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

10/05/2022

and recorded as minute reference:

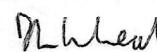
FULL-2223-M01/10.1

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

Chairman



Clerk



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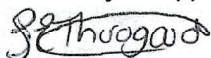
Section 2 – Accounting Statements 2021/22 for

Bishopstoke Parish Council

	Year ending		Notes and guidance	
	31 March 2021 £	31 March 2022 £		
1. Balances brought forward	196,480	219,524	<i>Please round all figures to nearest £1. Do not leave any boxes blank and report £0 or Nil balances. All figures must agree to underlying financial records.</i> <i>Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.</i>	
2. (+) Precept or Rates and Levies	230,904	231,399	<i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i>	
3. (+) Total other receipts	55,682	111,548	<i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i>	
4. (-) Staff costs	82,802	98,723	<i>Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.</i>	
5. (-) Loan interest/capital repayments	0	0	<i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i>	
6. (-) All other payments	180,741	193,692	<i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i>	
7. (=) Balances carried forward	219,524	270,056	<i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i>	
8. Total value of cash and short term investments	220,216	274,171	<i>The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.</i>	
9. Total fixed assets plus long term investments and assets	316,743	318,266	<i>The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.</i>	
10. Total borrowings	0	0	<i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i>	
11. (For Local Councils Only) Disclosure note re Trust funds (including charitable)	Yes	No	N/A	<i>The Council, as a body corporate, acts as sole trustee for and is responsible for managing Trust funds or assets.</i>
	✓			<i>N.B. The figures in the accounting statements above do not include any Trust transactions.</i>

I certify that for the year ended 31 March 2022 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

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



Date

27/04/2022

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

10/05/2022

as recorded in minute reference:

FULL_2223_M01/11.1

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



Section 3 – External Auditor Report and Certificate 2021/22

In respect of **Bishopstoke Parish Council – HA0027**

1 Respective responsibilities of the body and the auditor

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

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

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

- summarises the accounting records for the year ended 31 March 2022; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

2 External auditor report 2021/22

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

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

None.

3 External auditor certificate 2021/22

We certify that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2022.

External Auditor Name

PKF LITTLEJOHN LLP

External Auditor Signature



Date

01/09/2022

* Note: the NAO issued guidance applicable to external auditors' work on limited assurance reviews in Auditor Guidance Note AGN/02. The AGN is available from the NAO website (www.nao.org.uk)

Dear Clerk/RFO/Chairman

Under the Local Audit (Smaller Authorities) Regulations 2015, SAAA is responsible for appointing external auditors to all applicable opted-in smaller authorities, for setting the terms of appointment for limited assurance reviews and for managing the contracts with the appointed audit firms. Smaller authorities are those whose gross annual income or expenditure is **less than £6.5 million**.

The next 5-year appointing period runs from 2022-23 until 2026-27 and SAAA has undertaken a procurement exercise to appoint auditors to each County area from 1 April 2022. Now that the submission deadline for the 2021-22 Annual Governance and Accountability Returns has passed, this is to advise you of the option to opt-out of the next round of 5-year audit appointments.

All authorities require an appointed external auditor even if the authority meets the criteria to qualify for exemption, as a Certificate of Exemption is required to be submitted to the external auditor and the auditor must be in place in case of objections from local electors

During the previous 5-year period **all** smaller authorities were 'opted-in' to the central procurement regime managed by SAAA - no authority decided to 'opt-out' and follow the various complex procedures required under statute to appoint their own external auditor. **If you wish to continue as part of the SAAA sector led auditor appointment regime then no action is required, you will remain part of central scheme.**

However, all authorities must be given the option to opt-out of the central procurement and appointment scheme and appoint their own external auditor for the next 5-year period, although the process is onerous for smaller authorities.

This communication is to advise that whilst all smaller authorities are opted into the central procurement of external auditors by default, any authorities who do not wish to be part of the SAAA arrangements must formally notify SAAA that they wish to opt out within **8 weeks** of this communication but no later than **28 October 2022**; this decision must be communicated to SAAA via e mail to admin@saaa.co.uk.

If notification of your decision to opt out is not received within this 8-week period, then your authority will be regarded as opted-in for the next five-year period beginning on 1 April 2022 and ending on 31 March 2027.

Opting-out

Opting out is a significant decision which requires careful consideration; to assist authorities considering opting out further guidance has been developed to clarify what opting out means in practice. This detailed information can be found at www.saaa.co.uk

An authority that wishes to opt out must formally reach and record that decision in a way that meets the requirements of its own governance framework, by convening a full council meeting or an extraordinary council meeting.

Key implications are:

- an opted-out authority regardless of size (including exempt authorities) **MUST** appoint an appropriate external auditor;
- the appointed auditor **must** be a registered auditor as defined by the Companies Act and a member of Institute of Chartered Accountants (England and Wales).
- an opted-out authority **must** convene an appropriate independent auditor panel which meets the requirements of the Local Audit and Accountability Act 2014 (LAAA). Detailed guidance on auditor panels is available in Schedule 4 of the LAAA Act and from CIPFA;

- an opted-out authority will need to develop its own specification for its external audit contract, will need to negotiate the price for this work on an individual basis and will need to manage the contract, including any disputes, and any independence issues that may arise;
- an opted-out authority must ensure full compliance with the relevant requirements of the Local Audit and Accountability Act and supporting Regulations;
- any opted-out authority that does not successfully appoint an appropriate external auditor in the correct manner and notify SAAA who their external auditor is by **30 November 2022** will have an external auditor appointed for it by the Secretary of State through SAAA. **This will result in additional costs of £300 which will have to be met by the authority.**

Opted Out Authorities - Key Messages

Authorities that have decided to opt out of the central appointment scheme must have undertaken their own research and due diligence in making that decision. SAAA are appointed by the Department for Levelling Up, Housing and Communities (DLUHC) to act on behalf of authorities that remain in the central regime, therefore SAAA cannot provide advice or support to an opted-out authority who should contact their local sector membership organisation.

- Opted out authorities will be subject to review to ensure they have complied with the required procedures for opting out and appointing auditors.
- SAAA will send a form/certificate to opted-out authorities requiring confirmation they have complied with the proper procedures.
The following information will be required:
 - Date of full meeting of the authority when the decision to opt-out was agreed and minute reference number;
 - Details of the website where the minutes of the meeting have been published;
 - Names and contact details of Members of the audit committee/panel;
 - Name and address of the audit firm appointed;
 - Name and contact details of the auditor engagement partner;
 - Details of indemnity arrangements, for example, in the event of a judicial review, that have been agreed with the auditor.
- DLUHC will be informed of any opted-out authorities that have failed to return the certificate by the due date. If an authority has failed to comply with the proper procedures, the Secretary of State at DLUHC will appoint an external auditor for the authority. This will incur an administrative cost to be paid by the authority of £300 plus VAT.

Appointment of Auditors

- The authority must appoint an audit panel/committee in line with CIPFA guidance e.g. draw up a specification, advertise, determine the appointment process and recommend to the authority who should be appointed as the "appointed auditor".
- Only firms eligible for appointment as a statutory auditor under Part 2 of the Companies Act 2006 can be considered for appointment.
- The audit committee/panel should determine what information they require from audit firms as part of the tendering process, for example:
 - Audit firm's financial standing.
 - Confirmation the audit firm is not currently subject to any litigation.
 - Public audit experience.
 - Understanding of the smaller authority limited assurance regime.
 - Knowledge and experience of the Engagement Partner and manager.
 - Insurance limits – professional indemnity, public and employers' liability.
 - References.

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
HAMPSHIRE ASSOCIATION OF LOCAL COUNCILS LIMITED
Company number 06879309



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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
HAMPSHIRE ASSOCIATION OF LOCAL COUNCILS LIMITED (the "Company")
(Adopted by special resolution passed on [DATE])

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

- 1.1.1 **Act:** means the Companies Act 2006;
- 1.1.2 **Articles:** means the Company's articles of association for the time being in force;
- 1.1.3 **Associate Member:** means a Member of the Company which is not a Full Member or Hampshire Member or Non-Hampshire Member and who has been appointed in accordance with Article 31.4 and the terms "**Associate Members**" and "**Associate Membership**" shall be construed accordingly;
- 1.1.4 **bankruptcy:** includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 1.1.5 **Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
- 1.1.6 **Clear Days:** in relation to the period of a notice, means the period excluding the day when the notice is given or deemed to be given, and the day for which it is given or on which it is to take effect;
- 1.1.7 **Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;
- 1.1.8 **Hampshire Member:** means a person admitted to Membership in accordance with Article 31.4 and the terms "**Hampshire Members**" and "**Hampshire Membership**" shall be construed accordingly;
- 1.1.9 **director:** means a director of the Company and includes any person occupying the position of director, by whatever name called;
- 1.1.10 **document:** includes, unless otherwise specified, any document sent or supplied in electronic form;
- 1.1.11 **electronic form:** has the meaning given in section 1168 of the Act;
- 1.1.12 **Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 18, any director whose vote is not to be counted in respect of the particular matter);
- 1.1.13 **Full Member:** means a person admitted to Membership in accordance with Article 31.4 and the terms "**Full Members**" and "**Full Membership**" shall be construed accordingly;

- 1.1.14 **Honorary Officer:** has the meaning given in Article 29.1;
- 1.1.15 **Interested Director:** has the meaning given in Article 18.1;
- 1.1.16 **Member:** means a person whose name is entered in the Register of Members of the Company and “**Membership**” shall be construed accordingly;
- 1.1.17 **Non-Hampshire Member:** means a person admitted to Membership in accordance with Article 31.4 and the terms “**Non-Hampshire Members**” and “**Non-Hampshire Membership**” shall be construed accordingly;
- 1.1.18 **ordinary resolution:** has the meaning given in section 282 of the Act;
- 1.1.19 **participate:** in relation to a director's meeting, has the meaning given in Article 14.1;
- 1.1.20 **President:** means the Honorary Officer with the title of President, as appointed from time to time in accordance with Article 29;
- 1.1.21 **proxy notice:** has the meaning given in Article 47.1;
- 1.1.22 **secretary:** means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
- 1.1.23 **special resolution:** has the meaning given in section 283 of the Act;
- 1.1.24 **subsidiary:** has the meaning given in section 1159 of the Act; and
- 1.1.25 **writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.3 A reference in these Articles to an “**Article**” is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.4 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.5 Any word following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 OBJECT

2.1 The object for which the Company is established is to promote and take all steps as may be necessary or desirable in the interest of parish, town and other democratically elected local councils, including grouped parishes and parish meetings who are Members of the Company including but not limited to:

- 2.1.1 protecting and promoting the interests, rights, functions, and privileges of Members;
- 2.1.2 assisting Members in the performance of their duties and to promoting and developing the social economic and environmental quality of life of their communities;
- 2.1.3 promoting a wide spread and well informed interest in local government;
- 2.1.4 promoting effective local government;

- 2.1.5 encouraging principal authorities to develop effective partnership arrangements, and to devolve appropriate services to local councils; and/or
- 2.1.6 such other purposes beneficial to Members consistent with the objects above as the directors shall in their absolute discretion determine.

3 POWERS

3.1 In pursuance of the object set out in Article 2, the Company has the power to:

- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation (including without limitation public authorities which are national, local or otherwise) in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.1.7 establish and support groupings of parish and town councils and parish meetings within a particular district council boundary in the County of Hampshire;
- 3.1.8 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.9 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.10 provide and assist in the provision of money, materials or other help;.
- 3.1.11 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.12 incorporate subsidiary companies to carry on any trade; and

3.1.13 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in Article 2.

4 INCOME

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;

4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;

4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or

4.2.4 reasonable out-of-pocket expenses properly incurred by any director or Honorary Officer.

5 WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

6 GUARANTEE

6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for

6.1.1 payment of the Company's debts and liabilities contracted before they cease to be a Member,

6.1.2 payment of the costs, charges and expenses of the winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

DIRECTORS

7 GENERAL AUTHORITY

Subject to any contrary provision elsewhere in the Articles, the directors are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of the Company.

8 MEMBERS' RESERVE POWER

8.1 The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

9 DELEGATION

- 9.1 Subject to any contrary provision elsewhere in the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
- 9.1.1 to such person or committee;
 - 9.1.2 by such means (including by power of attorney);
 - 9.1.3 to such an extent;
 - 9.1.4 in relation to such matters or territories; and
 - 9.1.5 on such terms and conditions;
- as they think fit.
- 9.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 9.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

10 COMMITTEES

- 10.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 10.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

11 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 11.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 12.
- 11.2 If:
- 11.2.1 the Company only has one director for the time being, and
 - 11.2.2 no provision of the Articles requires it to have more than one director,
- the general rule does not apply, and the director may (for so long as they remain the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

12 UNANIMOUS DECISIONS

- 12.1 A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 12.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 12.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

13 CALLING A DIRECTORS' MEETING

- 13.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the secretary (if any) to give such notice.
- 13.2 Notice of any directors' meeting must indicate:

- 13.2.1 its proposed date and time;
- 13.2.2 where it is to take place; and
- 13.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

13.3 Notice of a directors' meeting must be given to each director in writing.

13.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

13.5 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

14 PARTICIPATION IN DIRECTORS' MEETINGS

14.1 Subject to any contrary provision elsewhere in the Articles, directors "**participate**" in a directors' meeting, or part of a directors' meeting, when:

- 14.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

14.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15 QUORUM FOR DIRECTORS' MEETINGS

15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 Subject to Article 15.3, the quorum for the transaction of business at a meeting of directors is any three Eligible Directors.

15.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 18 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

15.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- 15.4.1 to appoint further directors; or
- 15.4.2 to call a general meeting so as to enable the Members to appoint further directors.

16 CHAIRING OF DIRECTORS' MEETINGS

16.1 The directors may appoint a director to chair their meetings. The person so appointed for the time being is known as the chairperson.

16.2 The directors may terminate the chairperson's appointment at any time.

16.3 If the chairperson is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

17 **CASTING VOTE**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairperson or other director chairing the meeting shall not have a casting vote.

18 **DIRECTORS' CONFLICTS OF INTEREST**

18.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an "**Interested Director**") breaching their duty to avoid conflicts of interest under section 175 of the Act.

18.2 Any authorisation under this Article 18 shall be effective only if:

18.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

18.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

18.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

18.3 Any authorisation of a Conflict under this Article 18 may (whether at the time of giving the authorisation or subsequently):

18.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

18.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

18.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

18.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

18.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

18.3.6 permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

18.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

18.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

- 18.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 18.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 18.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 18.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 18.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 18.7.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
 - 18.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 18.7.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.
- 18.8 For the purposes of this Article 18, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 18.9 Subject to Article 18.10, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairperson whose ruling in relation to any director other than the chairperson is to be final and conclusive.
- 18.10 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19 RECORDS OF DECISIONS TO BE KEPT

- 19.1 The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

19.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

20 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to any contrary provision elsewhere in the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

21 METHODS OF APPOINTING DIRECTORS

21.1 Any individual who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

21.1.1 by ordinary resolution, or

21.1.2 by a decision of the directors,

provided that the number of directors appointed may not exceed the limits set out in Article 26.

22 TERMINATION OF DIRECTORS' APPOINTMENT

22.1 A person ceases to be a director as soon as:

22.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

22.1.2 a bankruptcy order is made against that person;

22.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

22.1.4 they are absent from all board meetings held within a period of six consecutive months and the board resolves that their office be vacated;

22.1.5 they receive written notice signed by all the other directors stating that the recipient should cease to be a director;

22.1.6 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

22.1.7 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

22.2 Without detracting from any other provision relating to the removal and retirement of directors in these Articles or under the Act; a non-executive director who is appointed on the condition that they remain an employee or officer of a Member shall cease to be a director immediately upon the Company receiving notice in writing from the relevant Member stating, or the Company otherwise determining, that the director has ceased to be an employee or officer of the Member.

23 TERM AND RETIREMENT OF NON-EXECUTIVE DIRECTORS

The usual term of office for a non-executive director shall be four years and each non-executive director may serve up to three terms of four years each. At the end of the first and second terms, the non-executive director shall retire at the end of the next general meeting of the Company unless reappointed by an ordinary resolution or a resolution of the directors. At the end of a non-executive director's third term, that director shall retire at end of the next general meeting of the Company but shall not be eligible for reappointment.

24 DIRECTORS' REMUNERATION

- 24.1 Directors may undertake any services for the Company that the directors decide.
- 24.2 Directors are entitled to such remuneration as the directors determine:
- 24.2.1 subject to any limit on the maximum number of executive directors in Article 25, for their services to the Company as directors, and
 - 24.2.2 for any other service which they undertake for the Company.
- 24.3 Subject to any contrary provision elsewhere in the Articles, a director's remuneration may:
- 24.3.1 take any form, and
 - 24.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 24.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 24.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25 EXPENSES

- 25.1 The Company may pay any reasonable expenses which the directors (including the Company secretary) or any Honorary Officer properly incur in connection with their attendance at:
- 25.1.1 meetings of directors or committees of directors;
 - 25.1.2 general meetings; or
 - 25.1.3 separate meetings of the holders of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

26 NUMBER OF DIRECTORS

- 26.1 Unless otherwise determined by ordinary resolution:
- 26.1.1 the total number of directors shall not be less than three and shall not be more than ten; and
 - 26.1.2 no more than two of the directors at any given time may be executive directors.

27 DEATH OR BANKRUPTCY OF SOLE MEMBER DIRECTOR

In any case where, a Member dies or becomes bankrupt and the Company has no Members and no directors, the person(s) who is entitled to that Membership under Article 33.2 has the right, by notice in writing, to appoint a natural person (including the appointor themselves), who is willing to act and permitted to do so, to be a director of the Company.

28 SECRETARY

The directors may appoint as Company secretary any suitably qualified and experienced willing person in line with the Company's recruitment procedures.

29 HONORARY OFFICERS

- 29.1 The directors shall have the power, at their sole discretion, to appoint honorary officers including but not limited to a President and a Vice President (the "**Honorary Officers**" and each an "**Honorary Officer**").

- 29.2 The directors shall be entitled to appoint Honorary Officers in such numbers and for such term of appointment as the Board in its entire discretion may decide.
- 29.3 Honorary Officers shall not be remunerated by the Company for the performance of their duties but may be paid their reasonable expenses in accordance with Article 25.1.
- 29.4 Honorary Officers shall not be entitled to attend meetings of the directors in their capacity as an Honorary Officer, but may attend if invited by the directors, and shall be entitled to attend general meetings of the Company but not to vote at the same or count towards the quorum.

30 CHANGE OF COMPANY NAME

- 30.1 The name of the Company may be changed by:
- 30.1.1 a decision of the directors; or
- 30.1.2 a special resolution of the Members,
or otherwise in accordance with the Act.

MEMBERS: BECOMING AND CEASING TO BE A MEMBER

31 MEMBERSHIP

- 31.1 The directors may establish classes of Membership with different rights and obligations and shall record the rights and obligations in the register of Members.
- 31.2 The directors may not directly or indirectly alter the rights or obligations attached to a class of Membership. The rights attached to a class of Membership may only be varied if:
- 31.2.1 three-quarters of the Members of that class consent in writing to the variation; or
- 31.2.2 a special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation.
- 31.3 The provisions in these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members.
- 31.4 Membership is open to persons who possess the characteristics of (as applicable) a Full Member, a Hampshire Member, a Non-Hampshire Member or an Associate Member as set out in Articles 32.1, 32.2, 32.3 and 32.4 (respectively) and who:
- 31.4.1 apply to the Company in the form required by the directors; and
- 31.4.2 are approved by the directors.
- 31.5 Every Member shall either sign a written consent to become a Member or shall sign the register of Members on becoming a Member.
- 31.6 The directors may only refuse an application for Membership if:
- 31.6.1 in their reasonable opinion, the applicant does not possess the applicable characteristics for Membership as referred to in Article 31.4; or
- 31.6.2 acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.
- 31.7 If the directors refuse an application for membership then they must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.

- 31.8 The directors must consider any written representations made by the applicant regarding the directors' decision to refuse their membership application. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.

32 CLASSES OF MEMBERSHIP

- 32.1 Full Membership shall:

- 32.1.1 only be available to a group of parish and town councils, or other bodies with similar aims and whose status as such has been accepted by the Company; and
- 32.1.2 entitle each Full Member to exercise one vote in relation to Members' resolutions subject to any restrictions set out in the byelaws.

- 32.2 Hampshire Membership shall:

- 32.2.1 only be available to a Parish or Town council, or a body with similar aims, located in Hampshire, and whose status as such is accepted by the Company; and
- 32.2.2 entitle each Hampshire Member to exercise one vote in relation to Members' resolutions subject to any restrictions set out in the byelaws.

- 32.3 Non-Hampshire Membership shall:

- 32.3.1 only be available to a Parish or Town council, or a body with similar aims, located outside of Hampshire, and whose status as such is accepted by the Company; and
- 32.3.2 entitle each Non-Hampshire Member to exercise one vote in relation to Members' resolutions subject to any restrictions set out in the byelaws.

- 32.4 Associate Membership shall:

- 32.4.1 be available to such persons as are permitted under the rules of the Company, as determined from time to time in accordance with Article 52;
- 32.4.2 shall entitle each Associate Member the right to attend at and speak at general meetings of the Company; and
- 32.4.3 shall not entitle the Associate Member the right to vote on any Members' resolutions.

33 TRANSFER OF MEMBERSHIP

- 33.1 Membership is not transferable.

- 33.2 Membership shall automatically terminate when a Member:

- 33.2.1 being an individual, dies or becomes bankrupt or goes into receivership, administrative receivership, administration, liquidation; or
- 33.2.2 being a company, applies to court for or obtains a moratorium under Part A1 of the Insolvency Act 1986, or takes any other step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets; or
- 33.2.3 being a local authority entity (including parish and town councils) or other public body, is dissolved or merged with another entity.

34 WITHDRAWAL OF MEMBERSHIP

- 34.1 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.
- 34.2 A Member whose Membership is terminated under this Article 34 shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by them.

35 EXPULSION OF MEMBERS

- 35.1 The directors may resolve by simply majority vote to terminate the Membership of any Member without the Member's consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
- 35.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
 - 35.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole;
 - 35.1.3 has failed to observe the terms of these Articles and the Rules (including without limitation in relation to the payment of any membership fees or subscriptions); or
 - 35.1.4 continuing to be a Member of the Company is otherwise not in the Company's best interests,
- and following such termination, the Member shall be removed from the Register of Members.
- 35.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.
- 35.3 A Member whose Membership is terminated under this Article 35 shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by them.

ORGANISATION OF GENERAL MEETINGS

36 NOTICE OF GENERAL MEETINGS

- 36.1 The minimum periods of notice required to hold a general meeting of the Company are:
- 36.1.1 fourteen Clear Days' notice for an annual general meeting or a general meeting called for the passing of a special resolution; and
 - 36.1.2 fourteen Clear Days for all other general meetings.
- 36.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent of the total voting rights.
- 36.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say

so. The notice must also contain a statement setting out the right of Members to appoint a proxy under Section 324 of the Act and Article 47.

36.4 The notice must be given to all the Members and to the directors and auditors.

36.5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

37 CHAIRING GENERAL MEETINGS

37.1 The person chairing a meeting in accordance with this Article is referred to as the “**chairperson of the meeting**”.

37.2 The President shall be the chairperson of the meeting if present and willing to do so.

37.3 If:

37.3.1 the directors have not appointed a President, or if the President is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start then the chairperson of the board of Directors shall be the chairperson of the meeting; and

37.3.2 the directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

37.3.2.1 the directors present, or

37.3.2.2 (if no directors are present), the meeting,

must appoint a director or Member to act as the chairperson of the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

38 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

38.1 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

38.2 The directors shall determine in relation to each general meeting the means of attendance at and participation in the meeting, including whether the persons entitled to attend and participate in the meeting shall be enabled to do so:

38.2.1 by means of electronic facility or facilities; and/or

38.2.2 by simultaneous attendance and participation at a satellite meeting place or places, pursuant to Article 40.

38.3 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

38.4 A person is able to exercise the right to vote at a general meeting when:

38.4.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

38.4.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 38.5 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 38.6 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 38.7 Unless otherwise specified in the notice of meeting or determined by the chairperson of the meeting, a general meeting is deemed to take place at the place where the chairperson of the meeting is located at the time of the meeting.
- 38.8 If, at any general meeting at which Members are entitled to participate by means of electronic facility or facilities determined by the board pursuant to Article 40, any document is required to be on display or to be available for inspection at the meeting (whether prior to or for the duration of the meeting or both), the Company shall ensure that it is available in electronic form to persons entitled to inspect it for at least the required period of time, and this will be deemed to satisfy any such requirement.

39 QUORUM FOR GENERAL MEETINGS

- 39.1 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 39.2 The quorum for a general meeting shall be the greater of:
- 39.2.1 10% of the number of Members eligible to vote at that meeting (each an “**Eligible Member**”). If such amount is not a whole number then it shall be rounded down to the nearest whole number; and
- 39.2.2 two Eligible Members represented by at least two individuals in attendance.

40 ATTENDANCE AND PARTICIPATION BY ELECTRONIC FACILITIES

- 40.1 The directors may resolve to enable persons entitled to attend and participate in a general meeting to do so partly or wholly by simultaneous attendance and participation by means of electronic facility or facilities, and may determine the means, or all different means, of attendance and participation used in relation to the general meeting. The Members present in person or by proxy by means of an electronic facility or facilities (as so determined by the directors) shall be counted in the quorum for, and be entitled to participate in, the general meeting in question. That meeting shall be duly constituted and its proceedings valid if the chairperson of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that members attending the meeting by all means (including the means of an electronic facility or facilities) are able to:
- 40.1.1 participate in the business for which the meeting has been convened;
- 40.1.2 hear all persons who speak at the meeting; and
- 40.1.3 be heard by all other persons attending and participating in the meeting.
- 40.2 If the directors determine that a general meeting shall be held wholly or partly by means of electronic facility or facilities then the notice to the Members of that general meeting shall:
- 40.2.1 include a statement to that effect; and
- 40.2.2 specify the means, or all different means, of attendance and participation thereat, and any access, identification and security arrangements which apply.
- 40.3 The directors may resolve to enable persons entitled to attend and participate in a general meeting to do so by simultaneous attendance and participation at a satellite meeting place or places anywhere in the world. The Members present in person or by proxy at satellite meeting places

shall be counted in the quorum for, and entitled to participate in, the general meeting in question, and the meeting shall be duly constituted and its proceedings valid if the chairperson of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that Members attending at all the meeting places are able to:

- 40.3.1 participate in the business for which the meeting has been convened;
- 40.3.2 hear all persons who speak (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the principal meeting place and any satellite meeting place; and
- 40.3.3 be heard by all other persons so present in the same way,

and the meeting shall be deemed to take place at the place where the chairperson of the meeting presides (the principal meeting place, with any other location where that meeting takes place being referred in these Articles as a satellite meeting). The chairperson of the meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place and the powers of said chairperson shall apply equally to each satellite meeting place, including their power to adjourn the meeting as referred to in Article 41.

40.4 If a general meeting is held partly by partly or wholly by means of an electronic facility or facilities then the directors and the chairperson of the meeting may make any arrangement and impose any requirement or restriction that is:

- 40.4.1 necessary to ensure the identification of those taking part by means of such electronic facility or facilities and the security of the electronic communication; and
- 40.4.2 in the directors' or the chairperson of the meeting's view, proportionate to those objectives.

40.5 In this respect, the directors may authorise any voting application, system or facility for attendance and participation as they see fit.

40.6 The directors shall be entitled in their absolute discretion to authorise one or more persons (including the directors, the Company secretary or the chairperson of the meeting) to refuse electronic entry to, or electronically eject from, any meeting any person who fails to provide such evidence of identity or to otherwise comply with such security arrangements or restrictions as are required pursuant to this Article, or who causes the meeting to become disorderly.

40.7 All persons seeking to attend and participate in a general meeting by way of electronic facility or facilities shall be responsible for maintaining adequate facilities to enable them to do so. Subject only to the requirement for a general meeting to be adjourned in accordance with Article 41, any inability of a person or persons to attend or participate in a general meeting by way of electronic facility or facilities shall not invalidate the proceedings of that meeting.

41 ADJOURNMENT

41.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it.

41.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:

- 41.2.1 the meeting consents to an adjournment, or
- 41.2.2 it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 41.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 41.4 When adjourning a general meeting, the chairperson of the meeting must:
- 41.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors (which may include participation by electronic facility or facilities), and
 - 41.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting (which may determine participation by electronic facility or facilities).
- 41.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 41.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 41.5.2 containing the same information which such notice is required to contain.
- 41.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

DECISION MAKING BY MEMBERS

42 MEMBERS' WRITTEN RESOLUTIONS

- 42.1 A resolution in writing agreed by simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
- 42.1.1 a copy of the proposed resolution has been sent to every eligible Member;
 - 42.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
 - 42.1.3 it is contained in an authenticated document which has been received at the registered office of the company (or such other place specified on the written resolution) within the period of forty-two days beginning with the circulation date.
- 42.2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 42.3 In the case of a Member that is not a natural person, its authorised representative (or, if it is a corporate entity, any of its statutorily recognised officers, acting in that capacity) may signify its agreement.
- 42.4 If the Members do not agree to a resolution in writing within forty-two days of its circulation date then it shall lapse.

43 VOTES OF MEMBERS

- 43.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles or the meeting is conducted partly or wholly by means of electronic facility or facilities.
- 43.2 Subject to the Act and Article 43.3 below, at any general meeting:

- 43.2.1 Every Full Member, Hampshire Member and Non-Hampshire Member who is present in person (including by their appointed representative or by proxy) shall on a show of hands have one vote; and
- 43.2.2 every Full Member, Hampshire Member and Non-Hmapshre Member shall on a poll have one vote.
- 43.3 If a Member has not paid their Membership fees in full by 31 July in a given year, that Member shall not be entitled to:
 - 43.3.1 vote on any Members' resolutions; or
 - 43.3.2 benefit from the Company's membership services,until such time as their Membership fees are paid in full.

44 ERRORS AND DISPUTES

- 44.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 44.2 Any such objection must be referred to the chairperson of the meeting whose decision is final.

45 POLL VOTES

- 45.1 A poll on a resolution may be demanded:
 - 45.1.1 in advance of the general meeting where it is to be put to the vote, or
 - 45.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 45.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 45.3 A demand for a poll may be withdrawn if:
 - 45.3.1 the poll has not yet been taken; and
 - 45.3.2 the chairperson of the meeting consents to the withdrawal,and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 45.4 A demanded poll must be taken immediately and in such manner as the chairperson of the meeting directs.
- 45.5 A poll at a meeting held partly or wholly by electronic facility or facilities shall be taken by such electronic means as the directors, in their absolute discretion, deem appropriate for the purposes of the meeting.

46 AMENDMENTS TO RESOLUTIONS

- 46.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 46.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and

- 46.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 46.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 46.2.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 46.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 46.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

47 CONTENT OF PROXY NOTICES

- 47.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
 - 47.1.1 states the name and address of the member appointing the proxy;
 - 47.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 47.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 47.1.4 is delivered to the Company in accordance with the Articles not less than 72 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.
- 47.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 47.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 47.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 47.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 47.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

48 DELIVERY OF PROXY NOTICES

- 48.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 48.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 48.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

- 48.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

ADMINISTRATIVE ARRANGEMENTS

49 MEANS OF COMMUNICATION TO BE USED

- 49.1 Subject to any contrary provision elsewhere in the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 49.2 Subject to any contrary provision elsewhere in the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 49.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 49.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 49.4.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - 49.4.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 49.4.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 49.4.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website,
- provided that, for the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.
- 49.5 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

50 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.

51 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

52 RULES

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

53 INDEMNITY AND INSURANCE

53.1 Subject to Article 53.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

53.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:

53.1.1.1 in the actual or purported execution and/or discharge of their duties, or in relation to them; and

53.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

53.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 53.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

53.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

53.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

53.4 In this Article:

53.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

53.4.2 a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

53.4.3 a “**relevant officer**” means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).



Hampshire Association of Local Councils

President: Professor John Denham FRSA

Chief Executive: Dawn Hamblet MSc, FICPD

Summary of changes proposed in the new Articles of Association (“**New Articles**”) of Hampshire Association of Local Councils Limited (the “**Company**”)

Overview

Hampshire ALC is a member owned not for profit limited company and exists to provide support, guidance and a collective voice for Parish and Town Councils and Parish meetings. Although we are a not for profit organisation, we are still a registered limited company and so covered by the Companies Act. We are therefore required to have Articles of Association. These are the governing document of our Limited Company (in a similar way to the standing orders within a parish council) and they must reflect the requirements of the companies Act.

The articles currently in use at Hampshire ALC are the same ones that were adopted when the Limited Company was set up 13 years ago. These do not fully reflect recent changes in legislation or in the way organisations now operate in terms of electronic payments etc. and therefore need to be updated. In order to do this, we commissioned a specialist in company law solicitor to draft recommended amendments that will bring practices up to date and futureproof any more changes.

These have been fully debated by the Chairmen of the District Associations (DAs) in their capacity as Directors of the Limited Company. However, they do need to be voted on by the membership at the AGM being held on 20th October 2022. We have outlined below a summary of the key changes, so that member councils can be familiar with them prior to the AGM.

Explanations are noted in italics

Key Changes

1. Membership

Membership is now divided into Four classes:

- Full Members (*pay Hampshire fees and chose to also pay NALC affiliation fees*)
- Hampshire Members (*pay Hampshire affiliation fees only*)
- Non-Hampshire Members (*located outside of Hampshire and pay Hampshire affiliation fees only*)
- Associate Members (*typically individuals, such as Internal Auditors, or Interim Clerks*)

All Members, with the exception Associate Members, can attend and vote at general meetings. Associate Members have the right to attend general meetings, but cannot vote on shareholder resolutions.

The Company proposes to update its byelaws to impose further restrictions on which members can vote on specific matters. At this stage, the following restrictions are proposed:

- Both Full and Hampshire Members can each propose the appointment of a non-executive director to the board to represent the district that their Council operates within. For the avoidance of doubt, Non-Hampshire Members and Associate Members cannot individually propose non-executive directors in this manner.
- If a resolution relates to an issue geographically centred on Hampshire then only the Full Members and Hampshire Members shall be entitled to vote on that resolution.

Under the existing Articles, membership would automatically terminate if a member did not pay their annual membership fee. This has been amended in the New Articles so that members who have not paid their fees by 31 July each year are not automatically removed as members but instead cannot vote on shareholder resolutions, or access any Hampshire ALC services until their membership fees are paid in full.

The power of the directors to remove members, where it is determined to be in the best interests of the Company remains, however this now requires a simple majority (>50%) to vote in favour, rather than a two-thirds majority under the existing Articles.

2. Directorship

The New Articles reduce the minimum number of directors from seven to three. The maximum number of directors has been increased from nine to ten. *Whilst it is always the intention of Hampshire ALC to have a director from each DA, Hampshire ALC were advised that the current articles were too restrictive and were a risk to the operation of the company going forward.*

Non-executive directors serve for a term of four years. They may be reappointed by the other directors for a further term of four years. A non-executive director can serve for more than eight consecutive years only if it would be in the best interests of the Company. The absolute maximum total term for which a non-executive director can serve is twelve years.

The byelaws will state that a non-executive director appointed following a proposal from a Full or a Hampshire Member can be removed by that Member council by giving the Company notice, or upon the Company determining that the director is no longer an employee or officer of the Member council who proposed their appointment. *This is to ensure the DA retain influence over the director appointed to represent them.*

Quorum

The quorum for general meetings of the Company has been reduced from 20% to 10% of the total membership that are eligible to vote. *This has been changed to be in line with other similar organisations and also to ensure the AGMs remain viable as it has often been challenging to achieve 20% attendance. This futureproofs allowance of hybrid meetings, requiring the quorum to be physically present in the room, those over and above may attend remotely.*

The quorum for board meetings has been changed from one-third of the total board to three eligible directors. This compliments the minimum number of directors being reduced from seven to three.

3. Virtual and hybrid general meetings

The New Articles include wording which will allow virtual general meetings as well as 'hybrid' virtual meetings (where there is a physical meeting, but people can also connect digitally).

The solicitors have therefore recommended the wording so if the law is changed to allow fully virtual meetings in the future the wording of the New Articles would allow the Company to transition to virtual meetings without needing to make further amendments to the Articles.

Project/location	Proposal	Priority (L-M-H)	When (S-M-L)	Size (S-M-L)	Feasibility / Cost exercise Total Project Cost	Allocated DCs	Short-term allocation required (estimate if no Feasibility)	Long-term allocation required (estimate if no Feasibility)	Justification/comment
CS Objective – Green Borough – Developing green infrastructure									
Open space									
Community trails/Way finding	To enable residents to enjoy exploring Bishopstoke, improving their health through activity and mental wellbeing through connecting to nature. Targeting all ages and fitness levels. Enable residents to get a sense of achievement through exercise. Promoting a sense of place, highlighting the heritage of the village. Futureproof: modular approach so more trails can be added, existing trails adapted.	H	S/M	S	No			20,000	In surveys for the Neighbourhood Plan, Bishopstoke residents have said that they value the woods, river and other green spaces. However, many find it difficult to work out where to walk – even people who have lived in the area for some time. The Parish Council did have a village trail, but this is now out of date as pubs have closed and new paths have opened. Bishopstoke History Society has a wealth of knowledge about the village and have been running a trail-style series of posts over the summer. Residents are often surprised to discover that they can see so much nature and wildlife in Bishopstoke – bluebell glades in spring, deer in the woods, bats and kingfishers over
Brookfield open space play area	Replacement and upgrade of play equipment.	M	M	M	No			65,000	Encourage outdoor play and healthy lifestyle.
Brookfield MUGA	Replacement of MUGA.	M	M	M	No			70,000	Recommended replacement 2019-2024. Health and wellbeing, community safety
Church Road Play Area	Replace gates to make facility more welcoming	H	S	S	No		5,000-10,000		Fence end of useful life and becoming dangerous
Enhance public access to and use of Stoke Park Woods	Enhancing and upgrading facilities including trails, wildlife management, benches, bins, noticeboards, play facilities.	M	M	S-M	No			5,000-99,000	Projects arise from discussions between land owners (Forestry Commission), Friends of Stoke Park Woods, some parish councilors and the local area committee. Woodlands provide important recreation for residents from all 3 villages.
Glebe Meadow skate ramp and zone - enhancement	Replace and upgrade equipment.	H	S	M	85,000	85,000			Funded, ready to start consultation on design. Need to reflect changes in equipment and interests of age group
Sewall Drive allotments.	Provision of allotments.	H	S	M-L	Developer delivered	Developer delivered			UNDERWAY - Delivered by developer as part of 106. There are waiting lists at local allotments. Fulfil health and wellbeing, environmental and economic priorities.
Breach Lane allotments	Provision of public allotments.	H	S	M-L	Developer delivered	Developer delivered			UNDERWAY - Delivered by developer as part of 106. Waiting lists at local allotments. Schemes meet health, wellbeing, economic and environmental priorities.
Stoke Common Road cemetery	Extension of cemetery.	H	S	M-L	Developer delivered	Developer delivered			UNDERWAY - Delivered by developer as part of 106. Current cemetery has limited space. Ability to bury deceased loved ones locally is of high importance to residents.
Bird/bat boxes	Fix bird/bat boxes in key locations across the villages	M	S	S	No			5,000	To mitigate the adverse effect of development on local ecology and biodiversity.
Walk signs	All weather markers indicating residents walking time to key routes/attractions in the villages	L	S	S				10,000	To promote health and wellbeing of residents, encourage walking, reduce use of vehicles on the roads, increase awareness of key attractions/points of interest in the villages.
Solar panels	solar panels on community centres and community owned buildings (where cost effective)	M	L	M	No			100,000	To ensure the future sustainability of the centres which are of value to the wider community. Reduce carbon footprint.
LAP Objective – Green Borough – community facilities/community development									
Memorial Hall	Memorial Hall to be either majorly refurbished or rebuilt, pending findings of surveys.	H	S	L	No		500,000 - 1,500,000		Parish Council in discussions with the Memorial Hall Committee (MHC) to take over the running of the facility. March 2018 EBC LAC request for funds to undertake formal feasibility, establishing exactly what is required and the likely cost implications. Proposals expected by end of summer 2018.
Parish Council Office	Provide a <i>permanent</i> office in the village with public access to officers and room for parish meetings to take place.	H	S	L	No		200,000 - 1,000,000		Discussions are in progress with the Memorial Hall committee as there may be scope for a joint scheme.
St Paul's Church	Community building space for Bishopstoke, Whalesmead side of the village	H	S	L	900,000 (2016)	66,000	250,000 - 900,000		Feasibility has been produced and was presented to Members on 27/02/2019. Consultation with local residents to take place in spring 2019, with planning application to follow.
The Peter Dibden Memorial Scout Hut (12th Eastleigh Scouts)	Refurbish/extend/Improve the existing scout hall	M	M	L	No			250,000	The 12th Eastleigh Scouts based on West Drive in Bishopstoke, reside in a hut that has come to the end of its useful life. The hall is in desperate need of significant renovation or a complete new build. The scouts provide a fantastic community offer and are integral to the village.
Y Zone Youth Centre	Replacement/Improvement/Extension of equipment and facilities.	M	M	S-M	No			10,000 - 100,000	Replacement/ Improvement/Extension of equipment and facilities. Recommended programme to commence from 2016. Increased housing puts pressure on this facility which serves all 3 villages.

Outside games tables	Fixed outside games tables in NCP & NP - table tennis additional provision for older children in the village.	M	S	S	No			10,000	Play equipment in both villages is predominately geared for younger children. The only offer for older children is the skate park. Need to enhance provision for older children. Improve the health and wellbeing.
Outside book of remembrance	Provision of outside book of remembrance	L	M	S	No			10,000	vandal proof book of remembrance near the memorial and vandal proof containing details of service men who have died.
CS Objective – Prosperous Place – Increase provision of housing and more diverse mix									
	Development of Local Plan sites and exception sites	H	S-M-L						Development of a range of sites
CS Objective – Prosperous Place – Ensuring appropriate infrastructure inc. employment land									
	Delivery of local Plan	H	S-M-L						
CS Objective – Prosperous Place – Enabling the right skills and employment mix									
	To be developed through the Prosperous Places Strategy	H	S-M-L						
CS Objective – Prosperous Place – Reinvigorating town and local centres									
Whalesmead Shopping Area	Improvements to paved area and drainage around Whalesmead shopping zone	M-L	M	M	No			50,000	Prevent flooding and improve paving so area is more attractive and easier for those with mobility issues. Economic development needed to ensure viability of the area.
Electric Vehicle Charging points	Electric vehicle charging points in both villages at an appropriate location.	H	M	L	No			50,000	Assist EBC in its targets of becoming carbon neutral, reduce CO2 emissions and improve air quality. See recent report considered by NFDC Cabinet to introduce this in the New
Digital notice boards/Public art	Digital notice board (various Locations), could be linked to public art to communicate better with our residents	H	S-M	S	No			50,000	Enhance the experience of those visiting the area, providing information to residents quickly - no paper therefore promoting the environment
Replacement Bin/street furniture project	Update, replace and keep fresh bins and street furniture around bishopstoke	H	S	S	Yes	10,000			As the area grows, so does the need for more bins and dual use bins to accommodate dog waste. Other small pieces of street furniture fall into this category.
Village WIFI	A centralised WiFi for the village	L	L	M	No			55,000	Like Eastleigh Town Central to provide free WiFi in the village centre
Charging points at bus shelters	Bus shelters with charging points for phones etc, to enable people to charge electronic devices and sit outside.	H	M	S	No			20,000	Modern facility - keeping up with bus and rail travel who offer free charging points (could be powered by solar panels on roof of the shelters)
Digital notice boards/Public art	Digital notice board (various Locations), could be linked to public art to communicate better with our residents	H	S-M	S	No			50,000	Enhance the experience of those visiting the area, providing information to residents quickly - no paper therefore promoting the environment
Sensory Garden	Provide a sensory garden within the Bishopstoke area	M	M	M	No			50,000	Enhance the experience of local people, providing a tranquil place to rest promoting the environment
Defibrilators	Provide defibrilators at key places around the village	H	S	S	No			10000	Defibrilators have been proved to save lives and if located at key places, could be a key community asset for all
Community development worker(s)	Community development workers employed for three-six years	H	S-M				100,000		Provision of staff to enable the engagement and integration of new with existing residents and create sustainable communities and create activities and facilities that enhance Health and wellbeing. To help launch, market and manage the new community centres and ensure each community facility speaks to the other.
Bottle filling stations/drinking fountains	Install bottle filling stations/water fountains at key locations across the villages such as at the playing fields & Knowle Park.	H	S	L	No	20,000			Encourage reduction of plastic usage, provide a basic need facility - provision of water for residents. Promote health, whilst also reducing use of plastics.
Sheltered Restbite benches	Provide covered seating for residents to rest.	M	M	S	No			5000	The village spans a big area. For those without access to cars, it can be quite a walk from public transport. It is proposed to provide covered restbite seats along some of the longer walks through the village.
Bulb planting	To mitigate the adverse impact of developments - enhance verges near to these and introduce bulb planting.	H	S	S				5,000	Bulb planting near new developments to improve visual aesthetics of the roads sides/verges which have been damaged due to building work.
Community food garden	community food garden, similar to the community orchard already in place.	M	M	S	no			40,000	To enhance open spaces for the wellbeing of the community, particularly those with limited income. Also promotes healthier lifestyles, improves mental health and wellbeing.
Community Cinema	Purchase of key cinematic and audio equipment, licenses etc to enable Horton Heath Community Centre to host community cinema events.	L	M	L	No			100,000	Nearest cinema in Eastleigh - can be costly for those on lower incomes, less traffic on the roads, better for environment. Also reaches out to those most vulnerable and isolated.
CS Objective –Tackling Congestion/Footway Improvements/Local First									
Verge Parking Protection Various	Various measures to prevent verge and nuisance parking	H	S	S-M-L	No			2,000 - 100,000	Recent issue at Escombe Road, becoming more of a problem as car ownership increases. Each location needs to be assessed on its own merit, though wider piece of work required to ensure parity (or prioritisation) of one area over another.



BISHOPSTOKE PARISH COUNCIL

STANDING ORDERS

**These Standing Orders were adopted
by the Parish Council at its meeting on**

22nd October 2019

**D Wheal
Clerk to Bishopstoke Parish Council**

BISHOPSTOKE PARISH COUNCIL
STANDING ORDERS

Amendment Sheet

Amendment No.	Date Incorporated	Subject
1.19	13 th September 2022	Recording of votes

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1 Meetings held in public

- 1.1** Meetings shall not take place in premises which, at the time of the meeting, are used for the supply of alcohol unless no other premises are available free of charge or at a reasonable cost.
- 1.2** When calculating the 3 clear days for the notice of a meeting to Councillors and the public, the day on which notice was issued, the day of the meeting, weekends, bank holidays or a day appointed for public thanksgiving or mourning shall not count.
- 1.3** Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.
- 1.4** Subject to standing order 1.3 above, members of the public are permitted to make representations, answer questions and give evidence in respect of any item of business included in the agenda.
- 1.5** The period of time for the Public Session is at the Chair's discretion but shall not normally exceed 15 minutes.
- 1.6** Subject to standing order 1.5 above, each member of the public will usually be entitled to speak once per item they wish to speak on, for up to 3 minutes each, but may be allowed an extension at the Chair's discretion. Members of the public wishing to speak on a particular agenda item may, at the Chair's discretion, be allowed to do so at the time the agenda item is discussed, rather than in the public participation session.
- 1.7** In accordance with standing order 1.4 above, a question asked by a member of the public during a public participation session at a meeting shall not require a response or debate.
- 1.8** In accordance with standing order 1.7 above, the Chair may direct that a response to a question posed by a member of the public be referred to a Councillor for an oral response or to an employee for a written or oral response.
- 1.9** A record of a public participation session at a meeting shall be included in the minutes of that meeting.
- 1.10** A person shall politely indicate when they wish to speak.
- 1.11** Any person speaking at a meeting shall address the Chair.
- 1.12** Only one person is permitted to speak at a time. If more than one person wishes to speak, the Chair shall direct the order of speaking.
- 1.13** As a result of the Openness of Local Government Bodies Regulations 2014, the public may film, photograph, or make an audio recording of a meeting and, may use any other means of enabling persons not present to see or hear the proceedings as they take place, or later.
- 1.14** In accordance with standing order 1.3 above, the press shall be provided reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.
- 1.15** Subject to any standing orders which indicate otherwise, anything authorised or required to be undertaken by, to, or before the Chair may, in their absence, be undertaken by, to, or before the Vice-Chair.

- 1.16 The Chair, if present, shall preside at a Council meeting. If the Chair is absent from a meeting, the Vice-Chair, if present, shall preside. If both the Chair and the Vice-Chair are absent from a meeting, a Councillor as chosen by the Councillors present at the meeting shall preside at the meeting.
- 1.17 Subject to standing order 1.25 below, all questions at a meeting shall be decided by a majority of the Councillors present and voting thereon.
- 1.18 The Chair may give an original vote on any matter put to the vote and in the case of an equality of votes may exercise their casting vote whether or not they gave an original vote. *(See also standing orders 2.8 and 2.9 below.)*
- 1.19 Unless standing orders provide otherwise, voting on any question shall be by a show of hands. **If the vote is unanimous, it will be recorded as such. Otherwise, the numbers voting in favour, against or abstaining will be recorded.** At the request of a Councillor, the voting on any question shall be recorded so as to show whether each Councillor present and voting gave their vote for or against that question. **Councillors may also request that their personal vote be recorded.** Such a request shall be made before moving on to the next item of business on the agenda.
- 1.20 The minutes of a meeting shall record the names of Councillors present and absent and apologies given.
- 1.21 If prior to a meeting a Councillor has submitted reasons for their absence at the meeting which is then approved by a resolution, such resolution shall be recorded in the minutes of the meeting at which the approval was given.
- 1.22 The code of conduct adopted by the Council shall apply to Councillors in respect of the entire meeting.
- 1.23 An interest arising from the code of conduct adopted by the Council, the existence and nature of which is required to be disclosed by a Councillor at a meeting, shall be recorded in the minutes. *(See also standing orders 7 below.)*
- 1.24 No business may be transacted at a full Council meeting unless at least one third of the whole number of Members of the Council are present; in effect five Members. For committees, the quorum is three Members.
- 1.25 If a meeting is or becomes inquorate no business shall be transacted and the meeting shall be adjourned. Any outstanding business of a meeting so adjourned shall be transacted at a following meeting.
- 1.26 Meetings shall not normally exceed a period of 3 hours.

2. Ordinary Council meetings

See also standing order 1 above

- 2.1** In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the new Councillors elected take office.
- 2.2** In a year which is not an election year, the annual meeting of a Council shall be held on such a day in May as the Council may direct.
- 2.3** If no other time is fixed, the annual meeting of the Council shall take place at 7:30pm.
- 2.4** In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council directs.
- 2.5** The election of the Chair and Vice-Chair of the Council shall be the first business completed at the annual meeting of the Council.
- 2.6** The Chair of the Council, unless they resign or become disqualified, shall continue in office and preside at the annual meeting until a successor is elected at the next annual meeting of the Council.
- 2.7** The Vice-Chair of the Council, unless they resign or become disqualified, shall hold office until immediately after the election of the Chair of the Council at the next annual meeting of the Council.
- 2.8** In an election year, if the current Chair of the Council has not been re-elected as a member of the Council, they shall preside at the meeting until a successor Chair of the Council has been elected. The current Chair of the Council shall not have an original vote in respect of the election of the new Chair of the Council but must give a casting vote in the case of an equality of votes.
- 2.9** In an election year, if the current Chair of the Council has been re-elected as a member of the Council, they shall preside at the meeting until a new Chair of the Council has been elected. They may exercise an original vote in respect of the election of the new Chair of the Council and must give a casting vote in the case of an equality of votes.
- 2.10** Following the election of the Chair of the Council and the Vice-Chair of the Council at the annual meeting of the Council, the order of business shall be as follows:
 - 2.10.1** In an election year, delivery by Councillors of their declarations of acceptance of office.
 - 2.10.2** Confirmation of the accuracy of the minutes of the last meeting of the Council and to receive and note minutes of and/or to determine recommendations made by committees.
 - 2.10.3** Appointment of any new committees, sub-committees and working groups, confirmation of any new terms of reference, the number of members and receipt of nominations to them.
 - 2.10.4** In a year of elections, if a Council's period of eligibility to exercise the General Power of Competence expired the day before the annual meeting, to review and make arrangements to reaffirm eligibility.

2.10.5 Noting the dates, times and place of ordinary meetings of the full Council for the year ahead.

2.11 The Council has a number of items of business that must be considered annually. These are set out in a separate document, along with the current preferred timetable for looking at each of them.

3 Proper Officer

3.1 The Council's Proper Officer shall be either (i) the Clerk or such other employee as may be nominated by the Council from time to time or (ii) such other employee appointed by the Council to undertake the role of the Proper Officer during the Proper Officer's absence. The Proper Officer and the employee appointed to act as such during the Proper Officer's absence shall fulfil the duties assigned to the Proper Officer in standing orders.

3.2 The Council's Proper Officer shall do the following:

3.2.1 Sign and serve on Councillors by delivery or post at their residences a summons confirming the time, date, venue and the agenda of a meeting of the Council and a meeting of a committee or sub-committee at least 3 clear working days before the meeting

OR

Upon the Council having first resolved that service of summons on Councillors confirming the time, date, venue and the agenda for a meeting by delivery or post at their residences at least 3 clear days before a meeting is not expedient, electronically serve on Councillors a summons confirming the date, time, venue and the agenda of a meeting of the Council, a committee or sub-committee at least 3 clear working days before the meeting providing any such e-mail contains the electronic signature and title of the Proper Officer.

3.2.2 By delivery, post or email, the Proper Officer should provide to Councillors, for all Council, Committee and Sub-Committee meetings, all supporting paperwork at least 3 clear working days before the meeting. Where this is not possible, the agenda should be annotated to indicate which papers are included and which are to follow, and when.

3.2.3 Give public notice of the time, date, venue and agenda at least 3 clear working days before a meeting of the Council or a meeting of a committee or a sub-committee (provided that the public notice with agenda of an extraordinary meeting of the Council convened by Councillors is signed by them).

3.2.4 Subject to standing orders 4.1 – 4.5 below, include in the agenda all motions in the order received unless a Councillor has given written notice at least 7 days before the meeting confirming the intention to withdraw it.

3.2.5 Convene a meeting of Full Council for the election of a new Chair of the Council, occasioned by a casual vacancy in this office, in accordance with standing order 3.2.1 OR 3.2.2 above.

3.2.6 Make available for inspection the minutes of meetings.

- 3.2.7** Receive and retain copies of byelaws made by other local authorities.
- 3.2.8** Receive and retain declarations of acceptance of office from Councillors.
- 3.2.9** Retain a copy of every Councillor's declaration of interests and any changes to it and keep copies of the same available for inspection.
- 3.2.10** Keep proper records required before and after meetings.
- 3.2.11** Process all requests made under the Freedom of Information Act 2000, Data Protection Act 2018 and General Data Protection Regulations (2018) in accordance with and subject to the Council's procedures relating to the same.
- 3.2.12** Receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary.
- 3.2.13** Manage the organisation, storage and access to information held by the Council in paper and electronic form.
- 3.2.14** Arrange for legal deeds/documents to be signed by two Councillors and witnessed. (*See also standing orders 14.1 and 14.2.*)
- 3.2.15** Arrange for the prompt authorisation, approval and instruction regarding any payments to be made by the Council in accordance with the Council's financial regulations.
- 3.2.16** Record every planning application notified to the Council and the Council's response to the local planning authority.
- 3.2.17** Refer planning applications received by the Council to the Chair or in their absence the Vice-Chair of the Planning Committee.
- 3.2.18** Retain custody of the seal of the Council (if any) which shall not be used without a resolution to that effect.
- 3.2.19** Action or undertake activity or responsibilities instructed by resolution or contained in Standing Orders.

4 Motions requiring written notice

- 4.1** In accordance with standing order 3.2.4 above, no motion may be moved at a meeting unless it is included in the agenda and the mover has given written notice of its wording to the Council's Proper Officer at least 7 clear days before the next meeting.
- 4.2** The Proper Officer may, before including a motion in the agenda received in accordance with standing order 4.1 above, correct obvious grammatical or typographical errors in the wording of the motion.
- 4.3** If the Proper Officer considers the wording of a motion received in accordance with standing order 4.1 above is not clear in its meaning, the motion shall be rejected until the mover of the motion submits it in writing to the Proper Officer in clear and certain language at least 7 clear days before the meeting.
- 4.4** If the wording or nature of a proposed motion is considered unlawful or improper, the Proper Officer shall consult with the Chair of the forthcoming meeting or, as the case may be, the Councillors who have convened the meeting, to consider whether the motion shall be included or rejected in the agenda.
- 4.5** Having consulted the Chair or Councillors pursuant to standing order 4.4 above, the decision of the Proper Officer as to whether or not to include the motion in the agenda shall be final.
- 4.6** Notice of every motion received in accordance with the Council's standing orders shall be numbered in the order received and shall be entered in a register / file, which shall be open to inspection by all Councillors.
- 4.7** Every motion rejected in accordance with the Council's standing orders shall be duly recorded with a note by the Proper Officer giving reasons for its rejection which shall be open to inspection by all Councillors.
- 4.8** Every motion and resolution shall relate to the Council's statutory functions, powers and lawful obligations or shall relate to an issue which specifically affects the Council's area or its residents.

5 Motions not requiring written notice

- 5.1** Motions in respect of the following matters may be moved without written notice:
 - 5.1.1** To appoint a person to preside at a meeting.
 - 5.1.2** To approve the absences of Councillors.
 - 5.1.3** To approve the accuracy of the minutes of the previous meeting.
 - 5.1.4** To correct an inaccuracy in the minutes of the previous meeting.
 - 5.1.5** To dispose of business, if any, remaining from the last meeting.
 - 5.1.6** To alter the order of business on the agenda for reasons of urgency or expedience.
 - 5.1.7** To proceed to the next business on the agenda.
 - 5.1.8** To close or adjourn debate.

- 5.1.9** To refer by formal delegation a matter to a committee or to a sub-committee or an employee.
 - 5.1.10** To appoint a committee or sub-committee or any Councillors thereto.
 - 5.1.11** To receive nominations to a committee or sub-committee.
 - 5.1.12** To dissolve a committee or sub-committee.
 - 5.1.13** To note the minutes of a meeting of a committee or sub-committee.
 - 5.1.14** To consider reports and/or recommendations made by a committee or a sub-committee or an employee.
 - 5.1.15** To consider reports and/or recommendations made by an employee, professional advisor, expert or consultant.
 - 5.1.16** To authorise legal deeds to be signed by two councillors and witnessed. (*See standing orders 14.1 and 14.2 below.*)
 - 5.1.17** To authorise the payment of monies.
 - 5.1.18** To amend a motion relevant to the original or substantive motion under consideration which shall not have the effect of nullifying it.
 - 5.1.19** To extend the time limit for speeches.
 - 5.1.20** To exclude the press and public for all or part of a meeting.
 - 5.1.21** To silence or exclude from the meeting a Councillor or a member of the public for disorderly conduct.
 - 5.1.22** To give the consent of the Council if such consent is required by standing orders.
 - 5.1.23** To suspend any standing order except those which are mandatory by statute.
 - 5.1.24** To adjourn the meeting.
 - 5.1.25** To appoint representatives to outside bodies and to make arrangements for those representatives to report back the activities of outside bodies.
 - 5.1.26** To answer questions from Councillors.
- 5.2** If a motion falls within the terms of reference of a committee or sub-committee or within the delegated powers conferred on an employee, a referral of the same may be made to such committee or sub-committee or employee provided that the Chair may direct for it to be dealt with at the present meeting for reasons of urgency or expedience.

6 Rules of debate

- 6.1** Motions included in an agenda shall be considered in the order that they appear on the agenda unless the order is changed at the Chair's direction for reasons of expedience.
- 6.2** Subject to standing orders 4.1 – 4.5 above, a motion shall not be considered unless it has been proposed and seconded.
- 6.3** Subject to standing order 3.2.4 above, a motion included in an agenda not moved by the Councillor who tabled it, may be treated as withdrawn.
- 6.4** A motion to amend an original or substantive motion shall not be considered unless proper notice has been given after the original or substantive motion has been seconded and notice of such amendment, shall, if required by the Chair, be reduced to writing and handed to the Chair who shall determine the order in which they are considered.
- 6.5** Councillors may move amendments to their own motions. If a motion has already been seconded, an amendment to it shall be with the consent of the seconder.
- 6.6** Any amendment to a motion shall be either:
 - 6.6.1** To leave out words.
 - 6.6.2** To add words.
 - 6.6.3** To leave out words and add other words.
- 6.7** A proposed or carried amendment to a motion shall not have the effect of rescinding the original or substantive motion under consideration.
- 6.8** Only one amendment shall be moved and debated at a time, the order of which shall be directed by the Chair. No further amendment to a motion shall be moved until the previous amendment has been disposed of.
- 6.9** Subject to standing order 6.8 above, one or more amendments may be discussed together if the Chair considers this expedient but they shall be voted upon separately.
- 6.10** Pursuant to standing order 6.8 above, the number of amendments to an original or substantive motion, which may be moved by a Councillor, is limited to one.
- 6.11** If an amendment is not carried, other amendments shall be moved in the order directed by the Chair.
- 6.12** If an amendment is carried, the original motion, as amended, shall take the place of the original motion and shall become the substantive motion upon which any further amendment may be moved.
- 6.13** The mover of a motion or the mover of an amendment shall have a right of reply, not exceeding 3 minutes.
- 6.14** Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply in respect of the substantive motion at the very end of debate and immediately before it is put to the vote.
- 6.15** Subject to standing order 6.13. and 6.14 above, a Councillor may not speak further in respect of any one motion except to speak once on an amendment moved by another Councillor or to make a point of order or to give a personal explanation.

- 6.16** During the debate of a motion, a Councillor may interrupt only on a point of order or a personal explanation and the Councillor who was interrupted shall stop speaking. A Councillor raising a point of order shall identify the standing order which they consider has been breached or specify the irregularity in the meeting they are concerned by.
- 6.17** A point of order shall be decided by the Chair and this decision shall be final.
- 6.18** With the consent of the seconder and/or of the meeting, a motion or amendment may be withdrawn by the proposer. A Councillor shall not speak upon the said motion or amendment unless permission for the withdrawal of the motion or amendment has been refused.
- 6.19** Subject to standing order 6.15 above, when a Councillor's motion is under debate no other motion shall be moved except:
- 6.19.1** To amend the motion.
 - 6.19.2** To proceed to the next business.
 - 6.19.3** To adjourn the debate.
 - 6.19.4** To put the motion to a vote.
 - 6.19.5** To ask a person to be silent or for them to leave the meeting.
 - 6.19.6** To refer a motion to a committee or sub-committee for consideration.
 - 6.19.7** To exclude the public and press.
 - 6.19.8** To adjourn the meeting.
 - 6.19.9** To suspend any standing order, except those which are mandatory.
- 6.20** In respect of standing order 6.19.4 above, the Chair shall first be satisfied that the motion has been sufficiently debated before it is seconded and put to the vote. The Chair shall call upon the mover of the motion under debate to exercise or waive their right of reply and shall put the motion to the vote after that right has been exercised or waived. The adjournment of a debate or of the meeting shall not prejudice the mover's right of reply at the resumption.

7 Code of Conduct, Disclosure of Pecuniary Interests and Dispensation Procedures

See also standing orders 1.4 – 1.9 above

- 7.1** All Councillors shall observe the Code of Conduct adopted by the Council as required by Chapter 7 of Part 1 of the Localism Act 2011.
- 7.2** All Councillors shall undertake training in the Code of Conduct within 6 months of the delivery of their declaration of acceptance of office.
- 7.3** All Councillors are to declare any relevant pecuniary interest, referred to as a “disclosable pecuniary interest” in the legislation and these are to be registered with the Borough Council’s monitoring officer and displayed on the Parish website.
- 7.4** A Councillor with a disclosable interest must declare it at the meeting whether that interest is registered or unregistered re Section 31 of the Localism Act 2011. If unregistered, it is to be registered within 28 days of disclosure. If it is sensitive, only the fact that there is an interest, not its nature, has to be declared.
- 7.5** Where an interest has been declared, the Councillor must not take any part or further part in any discussion or voting on the matter in question.
- 7.6** Disclosable pecuniary interests are prescribed by the Relevant Authorities (Disclosure of Pecuniary Interests) Regulations 2012 (S1 2012/1464) and are as follows:
- any employment, trade or office carried on for profit or gain
 - any sponsorship, other than from the relevant authority, towards meeting election expenses or carrying out the duties of a Councillor
 - any contract in which the Councillor has a beneficial interest
 - any beneficial interest in land within the Parish
 - any licence to occupy land for a month or longer in the Parish
 - any tenancies where the landlord is the Parish Council
 - any beneficial interest in securities where that body has a place of business or land within the Parish and the total nominal value of the securities exceeds £25,000 or one-hundredth of the total issued share capital or if the share capital is more than one class, the total nominal value of the shares of any one class exceeds one-hundredth of the total issued share capital of that class
- 7.7** The adopted Code of Conduct is a separate document, which includes notes on disclosable pecuniary interests and dispensations.

8 Questions

- 8.1** Questions may be asked by a Councillor at an appropriate time during a Council meeting but may or may not be answered at that time.

9 Minutes

- 9.1** If a copy of the draft minutes of a preceding meeting has been circulated to Councillors no later than the day of service of the summons to attend the scheduled meeting they shall be taken as read.
- 9.2** No discussion of the draft minutes of a preceding meeting shall take place except in relation to their accuracy. A motion to correct an inaccuracy in the minutes shall be raised in accordance with standing order 5.1.4 above.
- 9.3** Minutes, including any amendment to correct their accuracy, shall be confirmed by resolution and shall be signed by the Chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- 9.4** If the Chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, they shall sign the minutes and include a paragraph in the following terms or to the same effect:
- “The Chair of this meeting does not believe that the minutes of the meeting of the [*Committee name*] held on [*date*] in respect of [*description including agenda item*] were a correct record but their view was not upheld by the majority of the [*Committee name*] and the minutes are confirmed as an accurate record of the proceedings.”
- 9.5** Upon a resolution which confirms the accuracy of the minutes of a meeting, any previous draft minutes or recordings of the meeting shall be destroyed.

10 Disorderly conduct

- 10.1** No person shall obstruct the transaction of business at a meeting or behave offensively or improperly.
- 10.2** If, in the opinion of the Chair, there has been a breach of standing order 10.1 above, the Chair shall express that opinion and thereafter any Councillor (including the Chair) may move that the person be silenced or excluded from the meeting and the motion, if seconded, shall be put forthwith and without discussion.
- 10.3** If a resolution, made in accordance with standing order 10.2 above, is disobeyed, the Chair may take such further steps as may reasonably be necessary to enforce it and/or they may adjourn the meeting.

11 Rescission of previous resolutions

- 11.1** A resolution (whether affirmative or negative) of the Council shall not be reversed within 6 months except either by a special motion, the written notice whereof bears the names of at least 3 Councillors of the Council, or by a motion moved in pursuance of the report or recommendation of a committee.
- 11.2** When a special motion or any other motion moved pursuant to standing order 11.1 above has been disposed of, no similar motion may be moved within a further 6 months.

12 Voting on appointments

- 12.1** When more than 2 persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until an absolute majority of votes is given in favour of one person. Any tie may be settled by the Chair's casting vote.

13 Expenditure

- 13.1** Any expenditure incurred by the Council shall be in accordance with the Council's financial regulations.
- 13.2** The Council's financial regulations shall be reviewed at least once a year.
- 13.3** The Council's financial regulations may make provision for the authorisation of the payment of money in exercise of any of the Council's functions to be delegated to a committee, sub-committee or to an employee.

14 Execution and sealing of legal deeds

See also standing order 5.1.16 above

- 14.1** A legal deed shall not be executed on behalf of the Council unless the same has been authorised by a resolution.
- 14.2** In accordance with a resolution made under standing order 14.1 above, any two members of the Council may sign, on behalf of the Council, any deed required by law, and the Proper Officer shall witness their signatures.

15 Committees, Sub-Committees and Working Groups

See also standing order 1 above for Committees and Sub-Committees

- 15.1** All Councillors may attend any committee, sub-committee or working group meeting of the Council, and may contribute to the discussion.
- 15.2** Only committee members may vote on any item on a committee, sub-committee or working group agenda
- 15.3** The Chair and Vice-Chair are granted ex-officio rights to attend and vote at any committee, sub-committee or working group of which they are not already a member, for the purpose of making the meeting quorate.
- 15.4** Members of all standing committees, sub-committees and working groups can be appointed at the annual meeting of the Council.
- 15.5** The Council can, at any time, appoint such other committees, sub-committees and working groups as may be necessary and can (but is not required to):
- 15.5.1** Determine their terms of reference.
 - 15.5.2** Permit them to determine the dates of their meetings.

15.5.3 Appoint Councillor or non-Councillor members (unless the appointment of non-Councillors is prohibited by law). The initial term of office must end at or before the next annual meeting.

15.6 The Council may, in accordance with standing orders, dissolve a committee, sub-committee or working group at any time.

15.7 Unless there is a Council resolution to the contrary, every committee may appoint a sub-committee or working group whose terms of reference and members shall be approved by resolution of the committee.

15.8 Standing Order 1 above does NOT apply to Working Groups

15.9 Working groups may consist wholly of persons who are non-Councillors

15.10 Terms of Reference for the Planning Committee and for the Finance and General Purposes Committee are contained in separate documents.

15.11 Terms of reference for all working groups are also contained in separate documents.

16 Extraordinary meetings

See also standing order 1 above

16.1 The Chair of the Council may convene an extraordinary meeting of the Council at any time.

16.2 If the Chair of the Council does not, or refuses to, call an extraordinary meeting of the Council within 7 days of having been requested to do so by two Councillors, those two Councillors may convene an extraordinary meeting of the Council. The statutory public notice giving the time, venue and agenda for such a meeting must be signed by the two Councillors.

16.3 The Chair of a committee (or a sub-committee) may convene an extraordinary meeting of the committee or sub-committee at any time.

16.4 If the Chair of a committee (or a sub-committee) does not, or refuses to, call an extraordinary meeting within 7 days of having been requested to do so by two Councillors, those two Councillors may convene an extraordinary meeting of a committee (or a sub-committee). The statutory public notice giving the time, venue and agenda for such a meeting must be signed by the two Councillors.

17 Accounts and Financial Statement

- 17.1** All payments by the Council shall be authorised, approved and paid in accordance with the Council's financial regulations.
- 17.2** The Responsible Financial Officer shall supply to each Councillor as soon as practicable after 31 March, 30 June, 30 September and 31 December in each year, or more frequently if required, a statement summarising the Council's receipts and payments for each quarter and the balances held at the end of a quarter. This statement should include a comparison with the budget for the financial year. A Financial Statement prepared on the appropriate accounting basis (receipts and payments, or income and expenditure) for a year to 31 March shall be presented to each Councillor before the end of the following month of May. The Statement of Accounts of the Council (which is subject to external audit), including the annual governance statement, shall be presented to Council for formal approval before 30 June.

18 Estimates / precepts

- 18.1** The Council shall approve written estimates for the coming financial year at its meeting before the end of December, except for the precept requirement which the Council shall approve for the coming financial year at its meeting before the end of January.
- 18.2** Any committee desiring to incur expenditure shall give the Responsible Finance Officer a written estimate of the expenditure recommended for the coming year no later than November.

19 Canvassing of and recommendations by Councillors

- 19.1** Canvassing Councillors or the members of a committee or sub-committee, directly or indirectly, for appointment to or by the Council shall disqualify the candidate from such an appointment. The Proper Officer shall disclose the requirements of this standing order to every candidate.
- 19.2** A Councillor or a member of a committee or sub-committee shall not solicit a person for appointment to or by the Council or recommend a person for such an appointment or for promotion. Nevertheless, any such person may give a written testimonial of a candidate's ability, experience or character for submission to the Council with an application for appointment.
- 19.3** This standing order shall apply to tenders as if the person submitting the tender was a candidate for an appointment.

20 Inspection of documents

- 20.1** Subject to standing orders to the contrary or in respect of matters which are confidential, a Councillor may, for the purpose of their official duties (but not otherwise), inspect any document in the possession of the Council or a committee or a sub-committee, and request a copy for the same purpose. The minutes of meetings of the Council, its committees or sub-committees shall be available for inspection by Councillors.

21 Unauthorised activities

21.1 Unless authorised by a resolution, no individual Councillor shall in the name or on behalf of the Council, a committee or a sub-committee:

21.1.1 Perform the function of an inspector for any land and/or premises which the Council has a right or duty to inspect.

21.1.2 Issue orders, instructions or directions.

22 Confidential business

22.1 Councillors, employees and non-Councillor members of working groups shall not disclose information given in confidence or which they believe, or ought to be aware, is of a confidential nature.

22.2 A Councillor in breach of the provisions of standing order 22.1 above may be removed from a committee or a sub-committee by a resolution of the Council.

22.3 For the purposes of Council meetings, following a resolution to the effect that the business about to be discussed is confidential, any press and public present will be required to leave the room.

22.4 It is desirable to treat the following types of business as confidential:

24.4.1 Engagement, terms of service, conduct and dismissal of employees.

24.4.2 Terms of tenders, and proposals and counter-proposals in negotiations for contracts.

24.4.3 Preparation of cases in legal proceedings.

24.4.4 The early stages of any dispute.

22.5 When information can no longer be considered confidential, further discussion of it can be moved on to the general agenda.

22.6 If an item of confidential business is the subject of a Freedom of Information Request, then disclosure may be allowed. This will be considered on a case by case basis according to the applicable law at the time of the request.

23 General Power of Competence

- 23.1** The General Power of Competence (GPC) was introduced by the Localism Act 2011 and in simple terms it gives councils the power to do anything an individual can do provided it is not prohibited by other legislation. The scope, and some limitations, of the General Power are set out in sections 1 to 6 of the Localism Act 2011.
- 23.2** The GPC enables councils to do things which an individual may generally do anywhere in the UK or elsewhere, for a commercial purpose or otherwise, for a charge or without a charge, without the need to demonstrate that it will benefit the authority, its area, or persons resident or present in its area (although in practice councils will want to realise such benefits).
- 23.3** An eligible council is one which has resolved to adopt the GPC, with at least two thirds of its members being declared elected and the Clerk must hold an appropriate qualification (Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012).
- 23.4** There are some limitations on the General Power, either because they are not things which an individual can do or because they are excluded by the Act. The GPC will not: provide councils with new powers to raise tax or precepts or to borrow; enable councils to set charges for mandatory services; impose fines or create offences or byelaws, over and above existing powers to do so; override existing legislation in place before the Localism Act 2011, so-called 'pre-commencement limitations' (however powers enacted after commencement of the GPC will only limit the GPC if this is explicitly stated in the legislation).
- 23.5** Where using the GPC for charging or trading purposes, the recipient should agree to the service being provided, the income from charges should not exceed the cost of provision and, where things are done for commercial purposes, this must be done through a specified type of company.

24 Matters affecting Council employees

- 2.1** If a meeting considers any matter personal to a Council employee, it shall not be considered until the Council OR the appropriate committee OR sub-committee has decided whether or not the press and public should be excluded pursuant to standing order 1.3 above.
- 24.2** The Clerk shall notify the Chair, or in their absence the Vice-Chair, of any absence occasioned by illness or urgency.
- 24.3** The Human Resources Working Group shall conduct an annual review and/or appraisal of the performance of the Clerk and shall keep a written record of it. The review and/or appraisal shall be reported back and shall be subject to approval by resolution by full Council.
- 24.4** The Clerk will conduct an annual review and/or appraisal of the other officers and staff and report back to the Human Resources Working Group.
- 24.5** Subject to the Council's policy regarding the handling of grievance matters, the Clerk shall contact the Chair or Vice-Chair, in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the full Council.
- 24.6** Subject to the Council's policy regarding the handling of grievance and disciplinary matters, if an informal or formal grievance matter raised by a member of staff relates to the Chair or Vice-Chair of a committee OR sub-committee, this shall be communicated to another member of the committee OR sub-committee, and shall be reported back to and progressed by resolution of the full Council.
- 24.7** Any persons responsible for all or part of the management of Council employees shall keep written records of all meetings relating to their performance, and capabilities, grievance and disciplinary matters.
- 24.8** The Council shall keep all written records relating to employees secure. All paper records shall be secured under lock and key, and electronic records shall be password protected.
- 24.9** Records documenting reasons for an employee's absence due to ill health or details of a medical condition shall be made available only to those persons with responsibility for the same.
- 24.10** Only persons with line management responsibilities shall have access to employee records referred to in standing orders 24.7 and 24.8 above if so justified.
- 24.11** Access and means of access by keys and/or computer passwords to records of employment referred to in standing orders 24.7 and 24.8 above shall be provided only to the Chair of the Council.
- 24.12** The Council's complaints procedure is contained in a separate document.

25 Freedom of Information Act 2000

- 25.1** All requests for information held by the Council shall be processed in accordance with the Council's policy in respect of handling requests under the Freedom of Information Act 2000.
- 25.2** Correspondence from, and notices served by, the Information Commissioner shall be referred by the Proper Officer to the Chair of the Finance and General Purposes Committee. The said committee shall have the power to do anything to facilitate compliance with the Freedom of Information Act 2000 including exercising the powers of the Proper Officer in respect of Freedom of Information requests set out under standing order 3.2.11 above.

26 Relations with the press, media and social network sites

- 26.1** All requests from the press, media or via social network sites for an oral or written statement or comment from the Council shall be processed in accordance with the Council's policy in respect of dealing with the press, media or social network sites.
- 26.2** In accordance with the Council's policy in respect of dealing with the press, media and social network sites, Councillors shall not, unless authorised by resolution, claim to be speaking on behalf of Bishopstoke Parish Council when providing oral or written statements, or written articles, to the press or other media.
- 26.3** Bishopstoke Parish Council's policy covering relations with the press, media and social network sites is contained in a separate document.

27 Liaison with Borough and County Councillors

- 27.1** An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the Councillor of the Borough and County Council representing its electoral wards.
- 27.2** Unless the Council otherwise orders, a copy of each letter sent to the Borough or County Council shall be sent to the Borough and County Councillors representing its electoral wards.

28 Financial matters

- 28.1** The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
- 28.1.1** The accounting records and systems of internal control.
 - 28.1.2** The assessment and management of financial risks faced by the Council.
 - 28.1.3** The work of the Internal Auditor and the receipt of regular reports from the Internal Auditor, which shall be required at least annually.
 - 28.1.4** The inspection and copying by Councillors and local electors of the Council's accounts and/or orders of payments.
 - 28.1.5** Procurement policies (subject to standing order 28.2 below) including the setting of values for different procedures where the contract has an estimated value of less than £60,000.
- 28.2** Any proposed contract for the supply of goods, materials, services and the execution of works with an estimated value in excess of £60,000 shall be procured on the basis of a formal tender as summarised in standing order 28.3 below.
- 28.3** Any formal tender process shall comprise the following steps:
- 28.3.1** A public notice of intention to place a contract to be placed in the local newspaper.
 - 28.3.2** A specification of the goods, materials, services and the execution of works shall be drawn up.
 - 28.3.3** Tenders are to be sent, in a sealed, marked envelope, to the Proper Officer by a stated date and time.
 - 28.3.4** Tenders submitted are to be opened, after the stated closing date and time, by the Proper Officer and at least one member of the Council.
 - 28.3.5** Tenders are then to be assessed and reported to the appropriate meeting of Council or committee.
- 28.4** Neither the Council, nor any committee, is bound to accept the lowest tender, estimate or quote.
- 28.5** Where the value of a contract is likely to exceed the thresholds specified by the Office of Government Commerce, the Council must consider whether the Public Contracts Regulations 2015 (SI No. 102, as amended) and the Utilities Contracts Regulations 2006 (SI No. 6, as amended) apply to the contract and, if either of those Regulations apply, the Council must comply with EU procurement rules.

29 Allegations of breaches of the Code of Conduct

- 29.1** On receipt of a notification that there has been an alleged breach of the code of conduct the Proper Officer shall refer it to the Chair of the Council.
- 29.2** Where the notification relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chair of the Council of that fact, who, upon receipt of such notification, shall nominate a person to assume the duties of the Proper Officer set out in the remainder of this standing order, who shall continue to act in respect of that matter as such until the complaint is resolved.
- 29.3** Where a notification relates to a complaint made by an employee (not being the Proper Officer) the Proper Officer shall ensure that the employee in question does not deal with any aspect of the complaint.
- 29.4** The subject matter of notifications shall be confidential and, insofar as it is possible to do so by law, the Council (including the Proper Officer and the Chair of the Council) shall take the steps set out below, together with other steps considered necessary, to maintain confidentiality.
- 29.4.1** Draft the summonses and agendas in such a way that the identity of those involved and subject matter of the complaint are not disclosed.
- 29.4.2** Ensure that any background papers containing the information set out in standing order 29.1 above are not made public.
- 29.4.3** Ensure that the public and press are excluded from meetings as appropriate.
- 29.4.4** Ensure that the minutes of meetings preserve confidentiality.
- 29.4.5** Consider any liaison that may be required with the person or body with statutory responsibility for the investigation of the matter.
- 29.5** Standing order 29.4 above should not be taken to prohibit the Council (whether through the Proper Officer or the Chair) disclosing information to members and officers of the Council or to other persons where such disclosure is necessary to deal with the complaint or is required by law.
- 29.6** Any investigatory committee set up by the Chair shall have the power to:
- 29.6.1** Seek documentary and other evidence from the person or body with statutory responsibility for investigation of the matter.
- 29.6.2** Seek and share information relevant to the complaint.
- 29.6.3** Grant the member involved a financial indemnity in respect of legal costs, which shall be in accordance with the law and subject to approval by a meeting of the full Council.
- 29.7** References in standing order 29 to a notification shall be taken to refer to a communication of any kind which relates to a breach or an alleged breach of the code of conduct by a Councillor.

30 Variation, revocation and suspension of Standing Orders

- 30.1** Any or every part of the standing orders, except those which are mandatory by law, may be suspended by resolution in relation to any specific item of business.
- 30.2** A motion to permanently add to or to vary or to revoke one or more of the Council's standing orders not mandatory by law shall not be carried unless two-thirds of the Councillors at a meeting of the Council vote in favour of the same.

31 Standing Orders to be given to Councillors

- 31.1** The Proper Officer shall provide a copy of the Council's standing orders to a Councillor upon delivery of their Declaration of Acceptance of Office.
- 31.2** The Chair's decision as to the application of standing orders at meetings shall be final.
- 31.3** A Councillor's failure to observe standing orders more than three times in one meeting may result in that Councillor being excluded from the meeting in accordance with standing orders.
- 31.4** Following minor amendments, the Clerk will provide an updated amendment sheet to each Councillor.
- 31.5** Following major amendments, or at other times as deemed necessary by the Clerk, a full copy of the Council's standing orders will be issued to each Councillor.

32 Councillor resignation

- 32.1** Resignation of a Councillor is effective as soon as the letter of resignation is handed to the Chair, who will inform the Clerk as soon as possible.
- 32.2** The Clerk is to inform other Councillors as soon as practical and normally before the Returning Officer is informed of the casual vacancy now existing. Notices will also be placed on the website and noticeboards.
- 32.3** Once the deadline for election requests has been received by the Clerk, the website and noticeboards will be updated accordingly.
- 32.4** Should an election be called the Clerk will publish the notices provided by the Returning Officer as soon as is practical.



Bishopstoke Parish Council

Listening to you

BISHOPSTOKE PARISH COUNCIL

BISHOPSTOKE CHAMPION AWARD PROCEDURE

DRAFT

D Wheal

Clerk to Bishopstoke Parish Council

BISHOPSTOKE PARISH COUNCIL

BISHOPSTOKE CHAMPION AWARD PROCEDURE

Amendment Sheet

Amendment No. Date Incorporated Subject

DRAFT

BISHOPSTOKE CHAMPION AWARD PROCEDURE

1 Introduction

- 1.1 This document describes how to nominate a Bishopstoke Champion, what kind of thing the Council is looking for, and how the Council makes a decision on who can become a Bishopstoke Champion. It also has a section giving the legal basis by which Bishopstoke Parish Council can give the awards.

2 What Is A Bishopstoke Champion?

- 2.1 A Bishopstoke Champion is someone who either on their own or as part of a group goes above and beyond what would be considered normal in working for the benefit of Bishopstoke and its residents.
- 2.2 There are three categories of Bishopstoke Champion. There is the Junior category, awarded to Champions that are under 18; the Senior category for those 18 and over, and a Group category.
- 2.3 There are no set rules on what qualifies someone to be a Bishopstoke Champion. They could spend their free time collecting litter or helping raise money for charity. They could be a group dedicated to making Bishopstoke a better place to live and work. There are so many ways to show that Bishopstoke and its people matter that it is not possible to create a complete list. The key is that the person or group is doing that bit more, giving that bit extra, to help Bishopstoke residents. Councillors will also consider the nomination against the themes, aims and objectives that the Council has set.

3 How Does Someone Get Recognised As A Bishopstoke Champion?

- 3.1 Anyone who lives or works in Bishopstoke can nominate someone to be a Bishopstoke Champion.
- 3.2 In order to be considered for the award, someone must receive at least 5 nominations.
- 3.3 Nomination forms provide space for 5 people to support the nomination (including the person making the nomination in the first place). Other names can be added on separate paper if there are more people wishing to support the award.
- 3.4 The closing date for nominations will be the 31st December each year. Officers of the Council will contact each person or group nominated to check whether they are willing to be considered, and whether they know of any reason why they should not be given the award. Those nominated for the Junior award will also require the consent of their parent or guardian.
- 3.5 Nominations will be considered at the Full Council meeting in January in confidential business under the agenda item "Consideration of nominations for the Bishopstoke Champion award". No names will appear on the agenda. Anyone who has made a nomination may be invited to present the nomination to the Council, and Councillors may ask questions. Each nomination being considered by the Council will be presented in turn following which everyone not either a Bishopstoke Parish Councillor or Officer will be asked to leave. Each nominee will then be discussed and voted on. In order to be awarded the title of Bishopstoke Champion, at least two thirds of Councillors present must be in favour. In cases where more than one nominee meets this threshold the Council may decide to give two (or more) awards that year, or may decide to give the award to the person / group

with the most Cllr support. Following the meeting all those nominated will be informed of the outcome.

- 3.6** At the following Council meeting in March the agenda will include “To approve recognising . . . as a Bishopstoke Champion”. The reasons for the award being made will be read out at the meeting and there will be an opportunity for members of the public to ask questions. Each member of the public may speak for up to 3 minutes, once, on any given nominee. Following this the Council will enter confidential business, excluding the press and public from proceedings. Cllrs will have a final opportunity to consider the nominees. The meeting will return to standard business before a vote is taken. Again, at least two thirds of those present must vote in favour for the award to be granted.
- 3.7** Assuming the motion is passed then the title of Bishopstoke Champion is officially bestowed upon the nominee. The nominee will be invited to the Parish Assembly in April in order to receive their commemorative framed certificate from the Parish Chair. The new Champion will then have an opportunity to speak to those assembled. Following the Assembly refreshments will be provided. This gives an opportunity for the public and invited guests to offer their congratulations to the newly appointed Bishopstoke Champion.
- 3.8** The roll of Bishopstoke Champions shall be maintained by the Parish Clerk and shall be publicly displayed on the Council website.

4 Legal Basis

- 4.1** Section 249 (5) of Local Government Act 1972, as amended by Section 29 of the Local Democracy, Economic Development & Construction Act 2009, allows the Council of a relevant authority (including a Parish Council) to admit to be honorary freemen or honorary freewomen of the place or area for which it is the authority:
- a. Persons of distinction, and
 - b. Persons who have, in the opinion of the authority, rendered eminent service to that place or area.
- Bishopstoke Parish Council is using this authority to create the Bishopstoke Champion award.
- 4.2** A resolution must be passed:
- a. At a meeting of the Parish Council that has been convened especially for the purpose and where notice of the object of the meeting to pass a motion relating to the granting of the award has been given; and
 - b. By not less than two-thirds of the members of the Council who vote on it.
- 4.3** Section 249 (9) of Local Government Act 1972 allows Councils to spend “such reasonable sum as it thinks fit” on presenting an address to the person or group to be recognised. A commemorative framed certificate will be provided. Currently there is no budget provision for this but under the S137 of the Local Government Act 1972 the costs of the frame can be allocated.

Bishopstoke Parish Council

Do you know a

2022 BISHOPSTOKE CHAMPION?

Your Parish Council is looking for a person, or a group of people, who deserves the title of **Bishopstoke Champion**. That could be a person who has championed a worthy cause, someone who has worked hard to make life easy for an individual who finds the going tough, or maybe a group who have done their best to make Bishopstoke a better place to live and work.

If you know a person or group who deserves to be hailed as a local champion, we want to hear from you. All you have to do is complete this form, find four other people who are happy to back up your nomination and hand it into the Parish Office before **12.00 midday on**

The winner will receive a framed certificate, presented at the Parish Assembly on DD MMM YYYY. Please note that you **must** get the written consent of a parent or guardian if your nominee is aged under 18*.

I nominate to be a Bishopstoke Champion.

Category:	Senior (Over 18)	Junior (under 18)*	Group or partnership
<i>Tick relevant box</i>			

Their contact details	Address:
Phone:	Email:

Why they deserve the award

Why does your nominee deserve the title of 2022 Bishopstoke Champion?

Add another sheet if you need more space

Nominated by	Address	Phone
1		
2		
3		
4		
5		

Important note: your nominee will be asked to give their consent before consideration by the judging panel.

Rules of the award

1. Only nominations submitted on or before the closing date will be considered.
2. Nominees must either be a resident of Bishopstoke or have a strong connection to Bishopstoke.
3. *Nominees under the age of 18 on the closing date must obtain the written permission of a parent or guardian before submission.

Agenda Items 12 - 14

12 To support the establishment of a nature reserve on the site of Stoke Park Farm

This Council supports the motion passed by the Local Area Committee for Bishopstoke, Fair Oak and Horton Heath of Eastleigh Borough Council to establish a new local nature reserve on the site of Stoke Park Farm. This Council welcomes the opportunity to improve biodiversity and the natural capital of Bishopstoke and would like to see more paths established to help local residents enjoy this beautiful area, connect to nature and to improve health and wellbeing.

Bishopstoke Parish Council is determined to ensure that any changes on the site have a positive impact on Bishopstoke residents and that all changes should include full and transparent consultation.

This Council will write to Eastleigh Borough Council to express its support and to request consultation as part of the decision making process on any changes on the site.

13 To request improved consultation for the Council and residents regarding One Horton Heath

This Council is concerned that development south of Bishopstoke at One Horton Heath, led by Eastleigh Borough Council (EBC), will result in negative impacts on transport, safety and access to facilities for Bishopstoke residents. It is noted that the Local Area Committee of EBC responsible for this development does not include any Bishopstoke Ward Borough Councillors. This Council will write to both the Local Area Committee for One Horton Heath and to Eastleigh Borough Council to request improved consultation for residents and for the Parish Council on any decision that will have any impact on Bishopstoke residents.

14 To request consultation for the Council and residents regarding land purchased by the Borough Council either within or bordering Bishopstoke

This Council would like to be consulted over changes to fields within and bordering Bishopstoke Parish that have been purchased by Eastleigh Borough Council south of Bishopstoke. It is understood that these have been purchased for the purposes of nitrate offset and that uses will include solar energy generation and habitat restoration. This Council supports greater use of renewable energy as an essential contributor to addressing climate change. There are rights of way across these fields that local residents value, both as published rights of way and paths that have been used for many years that are not currently recognised as such.

This Council would like confirmation that consulting local residents will form part of these plans in a way that does more than "ticks a box". This Council will write to Eastleigh Borough Council to request consultation as part of the decision making process on any changes on the site.



Bishopstoke Parish Council

email: allotments@bishopstokepc.org

Office: 02380 643428

ALLOTMENT GARDEN TENANCY AGREEMENT

This AGREEMENT is made on the _____ day of _____ YYYY BETWEEN

- 1) Bishopstoke Parish Council ("the Council") and
- 2) **Title; First Name; Last Name; Address** ("the Primary Tenant")
and **Title; First Name; Last Name; Address** ("the Secondary Tenant")

NOW IT IS AGREED as follows:

1. AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take on a yearly Tenancy of plot number _____, containing approximately _____ square rods / metres ("the Allotment"), at the _____ allotment site, Bishopstoke, commencing _____, subject to the following Terms and Conditions at the yearly rent payable on 1st October each year and at a proportionate rent for any part of a year over which the tenancy may extend calculated on complete calendar months enjoyed.

This agreement is subject to a probation period of three months during which time the Tenant must begin working their plot. If the plot remains unworked during this period the Council reserves the right terminate the tenancy. Any fees paid will not be refunded.

2. CAPACITY

Where there is a joint **primary** tenancy the terms of this agreement apply jointly and severally, and the term "tenant" is deemed to apply to all signatories to this agreement. **Applicants can be considered "joint" providing that the relationship between the two applicants is that of spouse, partnership or parent/guardian and child.**

The terms Primary Tenant and Secondary Tenant have the following meaning:

The Primary Tenant **must comply with all residency requirements applicable at the allotment site they are applying for. The standard requirement is that the Primary Tenant** reside within 3 miles of the boundary of the Parish of Bishopstoke both on application and during the period of the tenancy. Where the Primary Tenant ceases

to reside within 3 miles of the Parish of Bishopstoke their entitlement to an allotment shall cease and they will be required to yield up the allotment. **Any site specific residency requirements will be published on the Council website and made known to any applicants at the time.** These **additional** requirements will only be applied at the commencement of the tenancy and subsequent changes to these requirements will not affect the tenancy.

The Secondary Tenant has no residential restrictions applied. Should the Primary Tenant either give up or cease to be entitled to the allotment the Secondary Tenant may be able to assume the Primary Tenancy of the plot. In order to do so, on the date on which the Primary Tenant ceases to hold the tenancy, the Secondary Tenant must meet the current requirements for a Primary Tenant at that allotment site **and** must have been **on the tenancy agreement** for a longer period of time than the current waiting time for that site.

Where there are Joint Tenants and one of them either gives up or is no longer entitled to the tenancy then the remaining Joint Tenant can assume the tenancy provided that they meet the residency requirements.

3. TENANT'S AGREEMENTS

The Tenant agrees to comply with the rules and regulations set out in the "Bishopstoke Parish Council Allotment Rules" document, which will be supplied to the Tenant at the start of their tenancy and updated as necessary thereafter. This includes all policies, procedures and other documents mentioned therein, which are also expected to be complied with.

4. DETERMINATION OF THE TENANCY

("Determination" means the ending of the allotment tenancy agreement)

4.1 Determination on Death

This tenancy shall determine on the death of the Tenant. **In the event that there is an additional Tenant on the agreement who is eligible and who wishes to take over, a new tenancy agreement will be signed with that Tenant.**

4.2 Determination by Statutory Notice by the Council

This tenancy may be determined by the Council by giving to the Tenant 12 months' previous notice in writing expiring on or before 6 April, or on or after 29 September in any year.

4.3 Determination by Notice by the Tenant

This tenancy may be determined by the Tenant giving to the Council one month's previous notice in writing.

4.4 Determination Where Allotment Appropriated

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the Allotment being required for any purpose, other than use for agriculture, for which it has been appropriate under any statutory provision or for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

4.5 Determination by Re-entry on Default

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if the rent, or any part of it is in arrears for not less than 40 days whether legally demanded or not, or if the Tenant becomes bankrupt or compounds with their creditors.

4.6 Determination by Breach of the Tenancy Agreement

A breach of any of the rules, agreements, policies and procedures applying to the allotment may result in the determination of the tenancy. Breaches related to the cultivation of the allotment will only apply once the tenancy has been in effect for at least 3 months. Where the breach is considered minor a warning letter will be sent. Repeated minor breaches will result in the determination of the tenancy. Breaches relating to non-payment of rent, trespass, theft, alienation, abuse or legal obligations will result in the immediate determination of the tenancy, with no warning letter.

When the tenancy is to be determined following a breach of the tenancy agreement the Council will give one month's notice in writing after which the Council may re-enter the allotment.

4.7 Determination by Failure to Work the Plot During the Probation Period

This tenancy may be determined by re-entry by the Council if the Council judges that the plot has remained unworked during the probation period. Two weeks' notice to clear the plot of any possessions will be given at the expiry of the probation period.

4.8 Termination

Upon termination, the Tenant must give up possession and use of the Allotment at the end of the tenancy in a state suitable for immediate re-letting. Should any work be required to return the Allotment to a workable condition the existing Tenant will be charged to bring the plot to an acceptable standard. Any personal items or building structures remaining on the Allotment at the termination of the tenancy will be assigned to any new Tenant or removed, with the cost of removal being charged to the existing Tenant. If the tenancy is ending due to the death of the Tenant then the Council would not ordinarily seek to recover any costs. In this case, a refund for the remaining period of the tenancy will be offered.

5 NOTICES

5.1 Notice by the Council

Any notice required to be given by the Council to the Tenant shall be signed on behalf of the Council by the Clerk or Assistant Clerk or any other authorised officer and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered letter or letter sent by recorded delivery service addressed to them there or by email or by fixing the same in some conspicuous manner on the Allotment.

5.2 Notice by the Tenant

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Clerk to the Council.

Signed on behalf of the Council

Date

As the Primary Tenant I agree to and will comply with the above Allotment Garden Tenancy Agreement. I understand the residency requirements and undertake to inform the Council promptly of any change in my address.

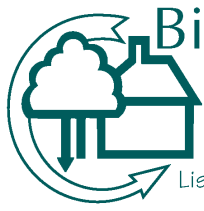
Signed by the Primary Tenant(s)

Date

As the Secondary Tenant I agree to and will comply with the above Allotment Garden Tenancy Agreement. I understand that should the Primary Tenant cease to hold the allotment for any reason I will be also be required to yield up the Allotment unless I meet the requirements for assuming the Primary Tenancy. I undertake to inform the Council promptly of any change in my address.

Signed by the Secondary Tenant(s)

Date



Bishopstoke Parish Council

email: allotments@bishopstokepc.org

Office: 02380 643428

ALLOTMENT RULES

In addition to the rules set out below, there are a number of Council documents which Tenants are expected to be aware of and will need to follow and / or sign. These will all be provided to the Tenant at the start of the tenancy and are also available on the Council website (www.bishopstokepc.org/allotments).

The Council reserves the right to amend / remove / add to any and all of these documents, including the rules laid out below, at any time. Updates to these documents will be included with the annual rent letter. Any urgent changes that are necessary during the year (such as measure to control the spread of bird flu) will be displayed on both the Council website and on the noticeboards on each allotment site. Tenants are expected to check the noticeboards for these notices.

The current list of additional documents is:

- Non-Cultivation Policy
- Machinery Disclaimer Form
- Health & Safety Guidance
- Information from the Site Representatives
- Information about the Allotment Association
- Allocation of Plots
- What To Do If I Cannot Work My Plot
- Agreement for Keeping Chickens (available on request)

Section 1 – The Council

1 Rent

Rent is due in advance and in full annually and will cover the period from 1st October through to the following 30th September. Rent letters will be sent out during September each year.

2 Discounted Rate

Once the Primary Tenant reaches their 70th birthday, a discounted rate will apply from the following 1st October. Where a prior tenancy agreement exists stating that the discounted rate applies from 60 years old that will be honoured.

3 Rent Review

Bishopstoke Parish Council will review both the rent, the discounted rate and the age from which the discount applies annually. Any changes agreed will apply from the following rental period.

4 Admittance

The Council can refuse to allow any person entry to the site unless they are accompanied by the Tenant or a member of their family.

5 Disputes Between Tenants

Any dispute between Tenants will be referred to the Council. The Council will attempt to mediate before any other action is considered. The Council's decision is final.

6 Change of Address

The Council must be kept informed of any change of address of either Primary or Secondary Tenant.

7 Yielding Up

When the tenancy ends, for any reason, the allotment is to be left in a good condition, and with all tools, other items and any buildings removed from the site, unless agreed in writing by the Council. Any costs the Council incurs in making the allotment good the allotment before the next tenancy begins will be paid for by the outgoing Tenant.

8 Inspections

The Council has the right to enter and inspect the allotment at any time. There will be three main inspection points. The first, around mid-April, will be to confirm that work has started on plots. The second, around mid-June, will be to confirm that sufficient cultivation is taking place. The third, around November, will be to confirm that either the plot is appropriately closed down for winter, or that winter crops are being cultivated. All inspections will also check that the allotment is complying with the rules set out here. Failing two inspections in a 12 month period, or failing two June inspections for cultivation, will be considered a breach of the tenancy rules and will result in the ending of the allotment tenancy.

Section 2 – Allotment Use

9 Allotment Use

A minimum of two thirds of the allotted space must be for the production of fruit or vegetables for consumption by the Tenant, their family and friends, or for keeping permitted livestock. The allotment must not be used for commercial or any other purpose. Solely clearing weeds will not be sufficient.

10 Invasive Non-Native Plant Species

The Tenant must not plant or allow to grow any invasive non-native plant currently listed for Schedule 9 of the Wildlife and Countryside Act 1981, or listed by the EU regulation on Invasive Alien Species 2015. If evidence of any listed plant is found then the Council must be contacted as soon as possible, and in any case within three working days.

A list of plants that require notification will be provided at the start of the tenancy and updates will be included with the annual rent letter.

11 Trees and Bushes

Any fruit tree, bush or vine must be kept completely within the boundaries of the allotment plot. They must not be allowed to grow taller than 4 metres (13.1 feet) and must be pruned back sufficiently below 4 metres each year to allow for growth the following season. Trees other than fruit trees are not permitted. If at any point a tree causes a nuisance to the owner or occupier of adjoining land the Tenant can be required to remove it, or the Council will remove it and pass the cost onto the Tenant.

12 Maintenance of the Plot

The allotment must be kept tidy and reasonably free from weeds. The Tenant should do all they can to keep the plot free from diseased or harmful plants and pests.

13 Compost and Manure

The Tenant can compost weeds or other vegetable or plant matter from their plot as long as the quantities are reasonable for their use in the cultivation of the allotment, the containers are designed specifically for composting, and the compostable items will not be exposed. Similarly, manure can be deposited on the plot provided the quantities are reasonable for the cultivation of that plot.

It is acceptable to bring compostable items, compost or manure onto the plot from outside the allotment if necessary for the cultivation of the plot.

14 Livestock

The Allotment Act 1950 Section 12 permits hens and rabbits to be kept on allotments in certain circumstances. Written permission must first be given by the Council, and all related policies and agreements relating to the keeping of livestock must be followed and signed. The Council reserves the right to withdraw permission. No other livestock, including bees are permitted.

15 Watering Allotments

Tenants are strongly advised to use a water butt or other receptacle designed for the purpose. Anything used for water storage must have a fitted lid and must be regularly cleaned.

Hosepipes are banned with the exception of filling a water butt. Irrigation systems are not permitted. Any hosepipe ban in the area must be followed. If standpipes are available, they must be used considerately with other tenants. If free-standing baths are available they are only to be used for watering plots, and not for cleaning tools or washing produce.

Ponds or other areas of standing water are not permitted.

These rules are primarily designed to minimise the risk and maintain control of Legionella bacteria.

16 Responsibilities

The Tenant is responsible for maintaining the allotment in a good condition and for ensuring that any person present on the Allotment with or without the Tenant's permission does not suffer personal injury or damage to their property. The Tenant is expected to take all reasonable precautions to comply with this responsibility, including reading the health and safety guidance document and communication of guidance contained within to all those who may assist the Tenant on their Allotment. Examples of such precautions include but are not limited to the safe storage of tools and chemicals and the immediate removal of any hazardous objects such as broken glass. It is the Tenant's responsibility to consider taking out Public Liability Insurance to cover the occupation of their allotment land.

17 Disease

If disease is suspected or found on site then it must be reported to the site representatives and the Council as soon as possible and in any case in no more than three working days.

18 Weeds

The plot must be kept free of weeds.

19 Sprays

When using any sprays or fertilizers the Tenant must take all reasonable care to ensure that adjoining hedges, trees, paths and crops are not adversely affected, and must make good or replant as necessary should any damage occur. The Tenant must comply at all times with current regulations and legislation. All pesticides or chemicals kept on the plot must be stored safely and securely. Any pesticides or chemicals brought onto the Allotment are the sole responsibility of the Tenant.

The use of glyphosate is not permitted.

Section 3 – Buildings, Structures and Boundaries

20 Boundary Structures

The Tenant must do their best to keep any hedges, fences, ditches or gates, in or enclosing the site, or in adjoining land, in decent order. Any noticeboard on site must also be looked after. Where an allotment plot is next to a residential property any structure must be placed at least 1 metre away from the boundary of the property with no windows or openings overlooking the property. The Tenant must keep the area between the allotment plot and the residential property clear.

21 Fencing

The Tenant must not fence any part of their plot without written permission from the Council.

22 Buildings

Any building must have written permission from the Council. All buildings must be placed at least 30cm (1 foot) away from any path. Connection to services is not permitted. The Tenant is responsible for maintaining the building in good condition and for the removal of the building at the end of the tenancy. Buildings that will usually gain permission include a shed, a greenhouse and a poly tunnel. Any structure erected without the Council's permission may be removed without notice with the costs being recharged to the Tenant.

23 Sheds

Tenants will usually receive permission for one shed on their plot. The maximum size of any shed must be 1.83m by 2.44m (6 feet by 8 feet) except for plots of 2.5 rods (63 m²) or less, where the maximum size is 1.83m by 1.22m (6 feet by 4 feet). If an old shed is to be brought on site then the Council must be informed what the roof is made of – any felt roof must be replaced with brand new felt before it is brought on site.

24 Greenhouse

Tenants will usually receive permission for one greenhouse on their plot. The maximum size is 1.83m by 2.44m (6 feet by 8 feet). Any greenhouse near a path must be shielded on the path side from potential damage that may result from stones being flicked up when the path is trimmed. Glass panels must be properly maintained including measures to protect people from broken or damaged panels prior to repairs taking place. If an existing greenhouse is too close to a path the Council may require extra protective measures or that the greenhouse is moved.

25 Poly Tunnel

Tenants will usually receive permission for one poly tunnel on their plot. The maximum size is 2.44m by 3.05m (8 feet by 10 feet).

26 Taking Over From a Previous Tenant

If tools, buildings or other items are left by one Tenant and are taken over by the new Tenant then that Tenant accepts this is at their own risk and also accepts responsibility for ensuring that any necessary repairs are made and that they are kept in a good condition going forward.

27 Barbed Wire

Barbed wire is not permitted along any path set out by the Council within the site.

Section 4 – Site Responsibilities

28 Pathways

Pathways must be kept clear of plants, trees and any other materials. Temporary blocking of a path for the delivery of manure is allowed, but only with written permission from the Council. The Tenant is responsible for maintaining half the footway between allotment plots and any other verge adjoining the plot. The minimum width of the paths between allotments is 60cm (2 feet). Weedkiller must not be used on any of the footways, which are to be kept as grass.

29 Protected Animal or Reptile Species

If a protected species of animal or reptile is found on the allotment site, the Tenant must follow the law concerning the disturbance or protection of such species. Guidance for specific species subject to protection, for example slow worms, can be sought from the Council.

30 Bees

Any bees' nest found on the allotment site must be left undisturbed and the Council notified as soon as possible, and in any case within three working days.

31 Fuels

No combustible or pressurised fuels are to be stored on the allotment. There is no requirement to drain machines or tools when not in use.

32 Vehicles and Parking

Parking is only permitted in designated parking spots. Some sites may allow vehicle access to certain parts of the site but this will depend on both the weather and the time of year. Vehicles and trailers must not be left unattended and may be removed without notice by the Council with any associated costs being recovered from the Tenant. The Council accepts no responsibility whatsoever for damage to individuals or their vehicles, or for recovery costs, for anyone using any part of the allotment site.

33 Dogs

Any dogs brought on site must remain on a leash. It is the Tenant's responsibility to ensure that anyone they permit onto the site keeps their dogs on a leash. It is also the Tenant's responsibility to see that any fouling by any such dog is disposed of properly.

34 Children

The Tenant must ensure that any children brought onto the site are closely supervised at all times.

35 Bonfires

Bonfires should only be lit when necessary, and Tenants must attempt to keep the frequency of bonfires to a minimum.

Bonfires should only take place after 6pm when British Summer Time applies and after 4pm during the remaining part of the year. Check your bonfire for wildlife before lighting it.

Only clean and dry material of vegetable origin should be burnt. On no account should materials from outside the allotment be brought onto the site and burnt.

Burning should only take place when the wind is blowing in a suitable direction which will not carry smoke towards any neighbouring properties. Check weather conditions to ensure that you will not encounter significant wind.

Bonfires must not be left unattended or left to smoulder. Tenants must ensure that before leaving the bonfire it has been completely put out.

The environmentally friendly alternative of composting should be carried out where possible. Alternatively, green garden waste can be disposed of at Household Waste Recycling Centres.

Section 5 – General Rules

36 Nuisance and Annoyance

The Tenant will not cause any nuisance or annoyance to other tenants on site, or to the owners or occupiers of land next to the allotment site.

37 Entering another Tenant's plot (Trespass)

Tenants are not permitted to enter onto another plot without the express permission of that Tenant except in cases of emergency. Any agreement must include details of who is permitted to enter the plot, and when the agreement will start and end, and must be communicated to the site representatives or the Council before it starts.

38 Illness / Holiday

If a Tenant becomes unwell and is unable to work their plot, it is the Tenant's responsibility to inform the site representatives or the Council as soon as possible. It is also the Tenant's responsibility to arrange for the maintenance of their plot. The minimum required maintenance is that the plot be kept reasonably free of weeds and any grass the Tenant is responsible for be kept strimmed. It may be possible to reach an agreement where the Council arranges for the strimming on the understanding that this service will be billed to the Tenant.

Any agreement with other tenants / family members / anyone else to maintain the plot in the absence of the Tenant must be communicated to the site representatives or the Council prior to the agreement starting. Details should include when the agreement starts, who is involved, and (if known) when the agreement is to end. This applies to both illness and holidays.

39 Theft

Any removal of crops, equipment or other items (including diseased crops) from another Tenant's plot without the express permission of that Tenant will be considered theft. As above, an arrangement allowing one or more other Tenant's to harvest crops from a plot can be made. Any arrangement, including the people involved and the dates covered, must be communicated to the site representatives or the Council before it starts.

40 Alienation (Subletting)

The Tenant is not allowed to sublet the plot, assign any part of the plot to someone else to use, or part with possession of the plot or any part of it. This includes giving permission to another Tenant to grow crops on your plot.

41 Plot Numbers

All Tenants must display their plot number somewhere prominent and visible on their plot.

42 Adverts

Tenants must not display notices or adverts on the site.

43 Clear Access to Council Buildings

No building, semi-permanent structure, compost heap, trellis, fruit cage or similar is allowed to be placed within 1 metre of Council buildings. This is to ensure there is sufficient access to maintain the building.

44 Abuse

Abuse of anyone by a Tenant or anyone they have allowed to enter the site will not be tolerated.

45 Waste, Refuse and Removal of Material

All waste must be disposed of responsibly. With the exception of items necessary for cultivation and composting, and manure, no other material shall be deposited within the allotment site. Disposal of waste from the allotment will be through composting, by removal from the site or by depositing it in a receptacle provided for the purpose. It is not permitted to remove timber or trees from outside the plot, nor to take, sell or carry away any mineral, gravel, sand, earth or clay without written permission from the Council.

The Tenant must not allow soil, stones, weeds or other vegetable or plant matter to be deposited by anyone within the allotment site with the exception of bringing material in to compost on their own plot.

46 Legal Obligations

The Tenant shall at all times during the tenancy observe and comply fully with all acts; enactments; statutory instruments; local, parochial or other bylaws; and other orders or regulations affecting the Allotment or allotment site. The Tenant is also expected to comply fully with all laws, such as Health and Safety, which may affect the use of machinery on site, and to comply with the regulations set by Bishopstoke Parish Council regarding the use of Council machinery. These regulations are displayed on the Council website and in the storage shed where the Council machinery is kept.

POLICY REGARDING NON-CULTIVATION

Definition of Cultivation:

Tenants are expected to be cultivating at least two thirds of the plot area. The other third is expected to be in use for a shed, greenhouse, compost heap or other storage area, or to be fallow purely for the purposes of crop rotation.

Cultivation is the preparation of the land by digging/rotovating in order to grow crops, and the planting, tending and harvesting of crops on that prepared land. The area will not be considered cultivated if the land has been prepared but then is never used to grow crops, or if a lawn has been allowed to develop (unless such lawn is kept free of weed nuisance and is solely under fruit trees or other fruit bushes). The area will also not be considered cultivated if the land is merely covered during the growing season to prevent weed growth, for example by using carpets or weed control matting.

Pathways can be kept in cultivated areas and will not be considered as 'non cultivated', provided that the areas contained within the internal pathways are being cultivated. Any such grass pathways must be maintained and kept free of weed seeding nuisance.

Cultivation during the period 15th October to 15th April:

Tenants will not be contacted for non-cultivation during this period and are not required to grow crops for harvesting during the winter months. However, tenants are expected to carry out general work to tidy their plot, **to keep their plot weed free**, to make any necessary repairs to sheds, compost heaps etc, and to have started to dig over or rotovate their plots by 15th April.

Cultivation during the period 15th April to 15th October:

The first inspection for cultivation for each year will be on or after 15th April. A 'non-cultivation by start of season' letter will be sent to those tenants whose plots show no preparatory work has started for the new growing season.

There will be a second inspection of all plots on or shortly after 21st June. At this point, being in the middle of the growing season, it is judged that all tenants should be meeting the standard of cultivating two thirds of their plot.

Those tenants that are not meeting the required standard will be sent a 'non-cultivation during season' letter.

Where a non-cultivation letter is sent out the plot will then be inspected once a month for the following 12 months. Photographs will be taken for evidence of the standard of cultivation during these months and the tenant will be expected to show improving levels of cultivation. If the tenant concerned has not achieved a cultivation level of two thirds of the plot area during the April to October growing season within that 12-month period, they will be considered as not meeting the requirements of the tenancy agreement **at which point the tenant will be given one month's notice in writing that their tenancy is being ended.**

Once the required cultivation level has been reached the tenant must maintain this level. Where a judgement is made of the percentage level of cultivation, the Assistant Clerk and a site representative will agree the percentage.

If it should prove necessary to send a second non-cultivation during season letter within 3 years from the first such letter having been received by the tenant, the tenant will be considered to be experiencing longer term difficulties with managing their plot. A dialogue will be started with the tenant on the assumption that one of the options shown below will be selected.

Options which can be taken when a tenant is having difficulties maintaining a plot:

The following options are available for tenants who are experiencing longer term difficulties with managing their plots. Tenants in this situation can consider taking on a joint tenant to assist with managing their plot, or can consider reducing the size of their plot holding (for plots of 10 square rods in size). Tenants can also consider voluntarily giving up their plot on the understanding that they will then be at the top of the waiting list and can request another plot be given to them when they next feel able to take on a plot (they are then offered the next available plot). These options can be particularly helpful when a tenant is experiencing difficulties because of a health problem or personal issue that is expected to affect their ability to cultivate their plot for some time.

Cultivation during periods of illness/for personal reasons:

Where tenants have notified the Council that they are ill, in hospital, or have other personal short term reasons as to why they cannot cultivate, they will be advised that during this time, even though cultivation levels will not meet the expected standard, they must still ensure that there is no weeding nuisance that causes a nuisance to neighbouring tenants. They must either do this themselves, arrange for another person to assist, or they can arrange for the Council to carry out strimming on their plot provided that they pay the cost of the work carried out. Their plots will also be subjected to the same procedure outlined above and regularly inspected each month. They will be expected to achieve a cultivation level of two thirds of the plot area during the 12 months following their short-term illness/personal issue. If they cannot achieve this standard at any point during the next 12 months they will be considered to be experiencing long term difficulties to the extent that they will be unable to meet the requirements of the tenancy agreement and will need to select one of the options shown above for tenants in such a position.

Cultivation for new tenants:

Under the terms of the tenancy agreement a plot held by a new tenant will not be inspected for non-cultivation for the first 3 months of the tenancy, but the Council will expect that work has been started during that period.

During the first year of the tenancy a new tenant will be expected to have at least one third of the plot under cultivation. Following the first anniversary of the tenancy agreement the tenant's plot will be inspected as per the non-cultivation policy and will be expected to comply with the standards of cultivation as required by the tenancy agreement.

Although new tenants will have a period of time in which to work towards the expected standard of cultivation, they must not cause any seeding nuisance (from weeds) during these periods. A seeding nuisance is considered a breach of the allotment rules and can result in the tenancy being ended.

Policy agreed: dd/mm/yyyy



USE OF COUNCIL EQUIPMENT

While every care has been taken to maintain the Parish Council's allotment equipment, the Parish Council cannot accept any responsibility or liability for anyone who chooses to use its machinery. You are responsible for any injury, loss, or damage arising from using this equipment, as you are not undertaking these activities on behalf of the Parish Council.

You **MUST** ensure that you have received training from your site representatives on how to use the equipment prior to using the equipment, and that you have read all necessary instructions and safe use guides. Machinery should only be used in accordance with the manufacturer's guidelines. If you are unsure who your site representatives are contact the Council Officers for details.

You **MUST** ensure that you have permission to use the equipment from the site representatives and that the site representative is available on site – you must **NOT** hand the equipment to another user without previously having the permission of the site representatives to do so.

You **MUST NOT** maintain the equipment. All maintenance issues must be reported to and carried out by the site representatives.

You are responsible for providing, and **MUST** ensure that you are wearing, suitable protective clothing and personal safety equipment at all times, no matter how small the job:

Rotovator –

Sturdy shoes must be worn - no open footwear

When cleaning out, switch off the machine first - due to the presence of blades and bolts you must not clean the machine without gloves on; alternatively use a stick to help remove the soil / weeds from the tines.

Strimmer –

Sturdy shoes must be worn - no open footwear

You must wear all round full length leg and arm protection - shorts and short sleeves are not acceptable

You must use the visor provided by the Council.

You must not undertake any servicing or attempt to replace the strimmer cord – report this to the site representative who will replace the cord.

Lawnmower –

Sturdy shoes must be worn - no open footwear

You must not attempt to refuel the machines

You must always use the grass collection bag

You must after use empty the grass collection bag

When cleaning underneath, switch off the machine first- due to the presence of the rotating blade.

You must not tip the machine on its side, you must only tip the machine backwards

(Remove grass collection bag if necessary and push handle towards the ground, thus lifting the front.)

The following health and safety equipment is also recommended and if you are not wearing this equipment it is at your own risk, and Bishopstoke Parish Council accept no liability should you decide not to wear this safety equipment:

- steel capped shoes
- hearing protection
- gloves/mittens with protective pad on the back of the hands
- all round leg protection, incorporating loosely woven long nylon fibres or similar protective material and incorporating protection for toes, top of foot and front of lower leg (alternatively protective gaiters can be worn in combination with steel toe footwear)
- Protective eye wear for the lawnmower and the rotovator, (but you must wear the Council supplied visor whilst using the strimmer).

Only a visor is provided by the Council for your use – **you** must provide all other items required for your protection.

By signing the attached disclaimer, you confirm that you have read this notice and agree to abide by all its conditions.

Once signed, please return it to the Council. The Council will confirm receipt and notify the site representatives that you are permitted to use the Council's equipment.

Please ensure that you keep the safety instructions for your information.

Allotment Equipment Disclaimer

Allotment Site: Underwood Road/Jockey Lane Allotment Plot No.

Name

Name

I/we, the undersigned, understand and will comply with the rules regarding equipment and machine use. I understand that I am using the equipment at my own risk.

Signed Dated

Signed Dated

All plot tenants and those who help on your allotment plot must sign this disclaimer before using Council equipment. If you have not signed this disclaimer, you cannot use the equipment. This form must be returned to Allotments, Bishopstoke Parish Office, Riverside, Bishopstoke, Eastleigh, Hants SO50 6LQ, or emailed to allotments@bishopstokepc.org



HEALTH AND SAFETY GUIDANCE

The Council would like you to enjoy your allotment. However, the following guidance will be given to all tenants to ensure that they are aware of the possible hazards on an allotment site, so that they can take steps to ensure that they, other people, and wildlife, are not put at risk. It is your responsibility to consider taking out public liability insurance to cover occupation of your allotment.

Please read the following guidance for health and safety on your allotment. This document must be read in conjunction with your Allotment Tenancy Agreement.

1. Your Personal Safety

If you are going to spend time on your own at the allotment site, let another person know where you are going and what time you will be back. If you have a mobile telephone, ensure that it is charged and take it with you so that you can call for help if necessary. Be aware of your surroundings and anyone else on site at all times.

Ensure that you pay attention to where you are walking at all times. The ground may be uneven underfoot, and items may have been accidentally left on paths. Particular care should be taken not to trip.

Be aware of the effect of changing weather conditions - rain or frost may affect walking surfaces and make them slippery. Sunscreen should be used to protect yourself from over exposure to the sun.

Ensure that you lock all gates behind you as you enter, if such gates are expected to be permanently locked.

2. Specific Risk to Children

Be aware that children can be present on the allotment site at all times. Ensure that you have safely locked up any chemicals and that they are in properly marked containers. They should not be kept in drinks bottles or other food containers, or left lying around the plot. You should ensure that there are no

hazardous items present on your allotment plot that children may come into contact with.

If you bring children onto your plot, ensure that you have carefully reviewed your plot before they enter to ensure that there are no items present which may cause them harm. Children must be supervised on allotments at all times and you must ensure that they do not go onto other people's plots without permission.

3. Safety of Others

If you have someone join you on your allotment, particularly if they are not used to being on allotment site, please ensure that you make them aware of the issues regarding health and safety contained within this document.

4. Physical Exercise

Working on your allotment can be physically demanding. Please take care when working on your allotment, and contact your doctor if you have any concerns with your ability to do such physical exercise.

5. Hazardous Items

You should ensure that there are no hazardous items left on your plot. Such items could include broken glass, tangled wire, metal stakes that are left in unexpected places, unexpected large holes, weed cover over hidden objects.

If you discover a significant amount of rubbish or hazardous items, such as asbestos sheeting, underneath the soil once you have taken over your allotment plot, then please contact the Council, who may offer assistance in removal.

Tools can be a hazard if they are not properly stored, or are left lying around the allotment plot when not in use, for example, an upturned fork which people may step on.

6. Tetanus or Lockjaw

Please ensure that you have been vaccinated against tetanus. This is a serious infection caused by bacteria that live in the soil, which can enter your body through the slightest wound or cut on the skin.

7. Skin Irritations

Reduce the possibility of skin irritation by wearing gloves and clothing which fully covers the skin. Be aware of which plants can cause skin irritations.

8. Pesticides and Fertilisers

Ensure that you have safely locked up any chemicals and that they are in properly marked containers. They should not be kept in drinks bottles or other food containers, or left lying around the plot. Ensure that you wear suitable

clothing and follow all the manufacturer's instructions on their use. All items must be disposed of responsibly. You should ensure that the chemicals are not accidentally spread to your neighbour's plot, as your neighbour may be gardening organically. All chemicals or pesticides used should comply with current laws and regulations, and should only be used according to the manufacturer's instructions.

9. First Aid

You may wish to keep a first aid kit in your shed to provide you with items for first aid, for example to help with small cuts or removing thorns or splinters.

10. Use of Your Own Machinery

Always follow the manufacturer's instructions, and pay particular attention to the whereabouts of other tenants or children whilst you are using the machinery.

11. Use of Council Machinery

If you make use of Council machinery you will need to sign the machinery disclaimer form and read all the necessary safety guidance. You will also need to be trained by the site representatives and follow the manufacturer's instructions at all times.

12. Control of Legionella

Legionella bacteria can cause disease, including legionnaires disease, which is a severe form of pneumonia and can be fatal. People can become infected when they inhale aerosols (airborne water droplets) from a contaminated source. It can affect anyone, including children, but some people are at higher risk, such as those over 45 years of age, smokers or those with alcohol or drug dependence, those suffering from chronic respiratory or kidney disease, or diabetes, lung or heart disease, and those who have a weakened immune system or are taking drugs that weaken the immune system. Conditions favouring the proliferation of the bacteria include water which is at a temperature between 20°C and 45°C, or the presence of any nutrients or slime which encourage the bacteria to grow.

The symptoms of legionnaires disease include a high temperature, feverishness and chills, cough, muscle pain and headache, and can lead to pneumonia. Symptoms might also include diarrhoea and signs of mental confusion. A different respiratory disease can also be caught from handling compost and soil containing the bacteria Legionella Longbeachae.

Minimising the Risks from Legionella

The following are some simple precautions that should be taken when watering plots:

- On hot days run the tap for at least a minute, and longer if necessary, to ensure that any water held in the system is below 20°C, while keeping your face away from the spray.

- Empty the water out of garden hoses after use and store them out of direct sunlight.
- All watering cans and pressurised watering containers should be emptied after use and kept clean at all times; watering can roses, the spray heads for pressurised watering vessels and hose spray nozzles should be cleaned and descaled on a regular basis.
- Keep water butts/other water storage vessels clean by emptying them and thoroughly scrubbing them clean inside, at least on a 6 monthly basis to minimise possible bacteria proliferation.
- Try to avoid splashing water around when watering pots/containers.
- Be aware that when using stored water, in water butts or other storage containers, which has reached a temperature above 20°C, there is a potential risk of contamination with Legionella bacteria. This risk is increased if you create aerosols using this water, for example by using watering cans or pressurised watering containers.
- Consider disinfecting your water storage containers when you clean them, and consider insulating them to lower the temperature inside in warm weather.
- Water storage containers should have properly fitting lids, which are not made of wood, to prevent contaminants entering the water and prevent the encouragement of algae growth from sunlight.
- Hosepipes attached to standpipes and coiled hose reels should be removed and drained after use to prevent possible stagnation of water left within them. Hosepipes should not be left within stored water in order to prevent back siphonage to the mains water supply.
- Do not keep excessive amounts of stored water, as this will help prevent stagnated water.

The following are some simple precautions that tenants should take when using potting compost/soil:

- Wear gloves whenever handling soil, compost, fertilizer or pesticides.
- Do not open bags of compost/potting media with your head directly over the bag.
- Fold over the top of the compost bag when not in use.
- Avoid potting up in a confined space and ensure adequate ventilation if carrying out this task in a green house or shed.
- Moisten dry potting media before use.
- Dampen down dry compost heaps before turning or using.
- Avoid storing potting media /compost in greenhouses as these will heat up and may encourage Legionella.
- Consider wearing a dust mask when turning compost heaps and handling potting media/compost or other dusty materials.
- Always wash your hands after gardening and especially before eating, drinking or smoking. Keep a hand sterilizing gel in your shed/greenhouse if soap and clean water is not available.

13. Risk of Other Diseases

You are responsible for basic hygiene on your allotment and for checking that your tetanus boosters are up-to-date. If you eat or drink on your allotment.

Always ensure that you wash your hands thoroughly first with soap and clean water, or make use of a hand sterilising gel.

Always make sure that you wash your fruit or vegetables thoroughly before eating them.

14. Rats

Rats can carry many diseases, including Weil's disease, which can cause death through contaminated water. Ensure that your compost bins are covered and that no remains of fruit and vegetables are left out to attract rats. Report any signs of rats to Bishopstoke Parish Council - it is then your responsibility to call in a pest control contractor, or pest control officer from Eastleigh Borough Council, to treat rats if nests are located on your allotment. If the tenant is deemed to be at fault then the Parish Council will seek to recoup their costs from the Tenant.

15. Bees, Wasps and Hornets

Report any bees, wasps or hornets to the Council. The Council will arrange for treatment for any wasps or hornets. Honeybees will be safely relocated and bumblebees will be safely protected on your allotment plot, with safe relocation only if there is no other option.

16. Wildlife

Please be aware of specific hazards for wildlife on allotments. This can include pre-stacked bonfires, litter, fruit netting left lying about. Some species are specifically protected, for example slow worms. In addition, before using strimmers or lawnmowers please check for hedgehogs in the area about to be cut.

17. Bonfires

Bonfires should only be lit when necessary, and tenants must attempt to keep the frequency of bonfires to a minimum. **Bonfires should only take place after 6pm when British Summer Time applies and after 4pm during the remaining part of the year.** Check your bonfire for wildlife before lighting it.

Only clean and dry material of vegetable origin should be burnt. On no account should materials from outside the allotment be brought onto the site and burnt. Burning should only take place when the wind is blowing in a suitable direction which will not carry smoke towards any neighbouring properties. Check weather conditions to ensure that you will not encounter significant wind.

Bonfires must not be left unattended or left to smoulder. Tenants must ensure that before leaving the bonfire it has been completely put out.

The environmentally friendly alternative of composting should be carried out where possible. Alternatively, green garden waste can be disposed of at Household Waste Recycling Centres.

Guidance agreed: dd/mm/yyyy



Bishopstoke Parish Council

Your site representatives are your first point of call for any questions about your allotment, or to report any problems. They can be contacted using the following email addresses.

Jockey Lane
Steve Willis

JLSiteReps@bishopstokepc.org

Underwood Road
Barry Prophet
Richard Elkins

URSiteReps@bishopstokepc.org

The Underwood Road allotment shop is usually open on Saturday and Sunday mornings for the sale of seeds, fertiliser and other useful items.

Bishopstoke Parish Council

allotments@bishopstokepc.org

Information from your Site Representatives on General Issues on the Allotment Site:

Please Do Not:

- Wash tools and produce in the baths
- Use other tenants' compost bins without permission
- Place on, or remove items from, other tenants' plots without asking them first
- Leave the top and bottom gates unlocked at any time.
- Leave the main gate open after the designated times that the gate should be locked. *Note: the padlock should be locked to the gate whilst the gate is open, and the numbers on it must be spun so that the security number cannot be noted by non plot holders (as they would then know the lock number).*
- Use a hose pipe to water your allotment or to run an irrigation system. *Use a hose pipe only to fill water butts and other lidded receptacles suitable for storing water without a tap next to them.*
- Place items on the walkways

Please Remember to:

- Keep animals under control at all times - dogs must be kept on leads.
- Consult your site representatives if you wish to place a shed, greenhouse or polytunnel on your plot. Permission is also needed in writing from the Council.
- Keep to the rules and regulations set out in the tenancy agreement.



EDACA
EASTLEIGH & DISTRICT
ALLOTMENTS
CO-OPERATIVE
ASSOCIATION LTD

Congratulations on obtaining your plot

Allotment gardening is no longer the hobby of past-times –
With the opportunity to grow fresh, healthy food in abundance,
and knowing exactly where it has come from.

The allotment association has existed for over
100 years in the Eastleigh area.

Our role is one of stimulating interest and
enthusiasm for allotment gardening and
providing support and advice to our members
on allotment and gardening related issues.



Membership and your benefits:

- £5 per year for under 60's and £4 per year for over 60's
- Supply, potatoes, seeds and gardening sundries at competitive prices
- Third Party Indemnity insurance cover for allotment activities
- Most sites provide use of rotavator, strimmer, & lawn mowers
- We welcome members from the 7 Eastleigh borough sites and 6 parish council sites as well as Trading Members from other areas
- We provide a focus of communication and socialising for all those interested in allotment gardening

You don't need to be a plot holder to become a member and can instead become a Trading Member to receive all the same benefits. To join, please visit one of our shops, where payment can be made by cash or cheque payable to EDACA Ltd.

For membership enquiries please email membership.sec@eastleigh-allotments-association.org.uk

ALLOCATION OF ALLOTMENT PLOTS

General

Allotment plots are allocated only to applicants residing within 3 miles of the boundaries of the Parish of Bishopstoke.

When a plot becomes vacant the next applicant on the list will be offered a 5 rod plot. If they express a wish for a further 5 rod plot they will return to the bottom of the list to be offered another 5 rod plot when they next reach the top of the list.

A maximum total of 10 rods will be allocated to each applicant unless the waiting list is empty, when a maximum of 20 rods per person will be permitted.

In the case of an existing tenant having a non-standard sized first plot of greater than 5 rods they will be offered one further plot of 5 rods, bringing their total maximum holding exceptionally to above 10 rods.

Tenants who currently have an allocation of 10 rods or more by means of one or more joint tenancies will still be able to take up their own 5 rod plot if they firstly relinquish a joint tenancy of 5 rods.

Any tenant who has been allocated physically separated plots of 5 rods will be given first refusal on any plot adjacent to one of their allocations. A tenant wishing to consider this option will need to register this wish with the Council Officers.

Applicants will be given the opportunity to view the plot offered before taking it on. However, if the plot is refused by the applicant without good reason (to be determined at the discretion of the Council Officers) they will be returned to the bottom of the list if they still wish to remain on the list.

Applicants whose circumstances have changed since the date of application can, at the discretion of the Council Officers, choose to remain on a separate list to take up a plot at a future date when their circumstances so allow. This separate list allows an applicant to take up the next available plot rather than be required to rejoin the waiting list at the bottom.

Tenants who find that they are unable to continue to cultivate a 5 rod plot can, at the discretion of the Council Officers, choose to remain on the separate list to take up a plot at a future date when their circumstances so allow.

Tenancies can be in joint names to allow more than one person to cultivate the plot so that cultivation can continue should circumstances prevent cultivation by one or other of the tenants. The policy for joint tenancies will apply.

Underwood Road

No extra rules or conditions apply.

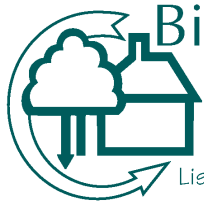
Jockey Lane

New tenants must live within the Parish of Bishopstoke.

A maximum total of 10 rods will be allocated to each applicant.

Existing tenants who are from outside the Parish will be permitted to ask for a second allocation of 5 rods. However, they will be required through the Tenancy Agreement to relinquish this second plot should they move from their current residence to a new residence which is more than 1 mile outside the Parish of Bishopstoke.

Agreed: dd/mm/yyyy



What To Do If I Cannot Work My Plot

There are many reasons why a Tenant may be unable to work their plot. These could be short term – such as going on holiday – or long term, such as waiting for an operation.

If you are expecting to be unable to work your plot for more than a week, for whatever reason, you have several things you must do.

Firstly, keep the site reps and the Council informed. This is the best way to avoid getting letters about not cultivating your plot.

Secondly, find someone who can at least keep the weeds down and trim the grass. If you are unwell the Council will not expect you to cultivate your plot, but you will still be expected to make sure it doesn't cause a problem for other plot holders. It may be possible for you to pay the Council to get your grass trimmed, but you will still need to get the weeding done by someone.

Thirdly, if you are likely to be unwell for a long period, consider giving up your plot voluntarily. The advantage of this is that it removes the need for you to find someone to look after it, and you will be kept at the top of the waiting list for a new plot for when you are well enough to have an allotment again.

It is important to remember that you need to let the Council know the details of who will be looking after your plot, and give them an idea of how long it will be for (if you can). The Council is usually willing to let plots stay uncultivated for a while, as long as they are not becoming a nuisance to other tenants.