

Councillor Code of Conduct 2020

Joint statement

The role of councillor across all tiers of local government is a vital part of our country's system of democracy. It is important that as councillors we can be held accountable and all adopt the behaviours and responsibilities associated with the role. Our conduct as an individual councillor affects the reputation of all councillors. We want the role of councillor to be one that people aspire to. We also want individuals from a range of backgrounds and circumstances to be putting themselves forward to become councillors.

As councillors, we represent local residents, work to develop better services and deliver local change. The public have high expectations of us and entrust us to represent our local area; taking decisions fairly, openly, and transparently. We have both an individual and collective responsibility to meet these expectations by maintaining high standards and demonstrating good conduct, and by challenging behaviour which falls below expectations. Importantly, we should be able to undertake our role as a councillor without being intimidated, abused, bullied or threatened by anyone, including the general public.

This Code has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.

Introduction

All councils are required to have a local Councillor Code of Conduct.

The Council will undertake an annual review of this Code to ensure it continues to be fit- for purpose, incorporating advances in technology, social media and changes in legislation.

Definitions

For the purposes of this Code of Conduct, a "councillor" means a member of Buckinghamshire Council or co-opted member of a committee or sub-committee. A "co-opted member" is defined in the Localism Act 2011 Section 27(4) as "a person who is not a member of the authority but who

- a) is a member of any committee or sub-committee of the authority, or;
- b) is a member of, and represents the authority on, any joint committee or joint subcommittee of the authority;

and who is entitled to vote on any question that falls to be decided at any meeting of that committee or sub-committee".

For the purposes of this Code of Conduct the definition is extended to include those persons who come within a) and b) whether or not they are entitled to vote.

Purpose of the Code of Conduct

The purpose of this Code of Conduct is to assist you, as a councillor, in modelling the behaviour that is expected of you, to provide a personal check and balance, and to set out

the type of conduct that could lead to action being taken against you. It is also to protect you, the public, fellow councillors, local authority officers and the reputation of local government. It sets out general principles of conduct expected of all councillors and your specific obligations in relation to standards of conduct. The Council encourages the use of support, training and mediation prior to action being taken using the Code. The fundamental aim of the Code is to create and maintain public confidence in the role of councillor and local government.

General principles of councillor conduct

Everyone in public office at all levels; all who serve the public or deliver public services, including ministers, civil servants, councillors and local authority officers; should uphold the [Seven Principles of Public Life](#), also known as the Nolan Principles.

Building on these principles, the following general principles have been developed specifically for the role of councillor.

In accordance with the public trust placed in me, on all occasions:

- I act with integrity and honesty
- I act lawfully
- I treat all persons fairly and with respect; and
- I lead by example and act in a way that secures public confidence in the role of councillor.

In undertaking my role:

- I impartially exercise my responsibilities in the interests of the local community
- I do not improperly seek to confer an advantage, or disadvantage, on any person
- I avoid conflicts of interest
- I exercise reasonable care and diligence; and
- I ensure that public resources are used prudently in accordance with my local authority's requirements and in the public interest.

Application of the Code of Conduct

This Code of Conduct applies to you as soon as you sign your declaration of acceptance of the office of councillor or attend your first meeting as a co-opted member and continues to apply to you until you cease to be a councillor.

Subject to (a) and (b) below this Code of Conduct applies to you when you are acting in your capacity as a councillor which may include when:

- you misuse your position as a councillor
- Your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a councillor

(a) If you act as a representative on any other body, you must, when acting for that other body, comply with this Code of Conduct, except and insofar as it conflicts with any other lawful obligations to which that other body may be subject.

(b) When you act as a representative of the Council on another authority, you must when acting for that authority, comply with that other authority's code of conduct.

The Code applies to all forms of communication and interaction, including:

- at face-to-face meetings
- at online or telephone meetings
- in written communication
- in verbal communication
- in non-verbal communication
- in electronic and social media communication, posts, statements and comments.

You are also expected to uphold high standards of conduct and show leadership at all times when acting as a councillor.

The Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from the Monitoring Officer on any matters that may relate to the Code of Conduct.

Standards of councillor conduct

This section sets out your obligations, which are the minimum standards of conduct required of you as a councillor. Should your conduct fall short of these standards, a complaint may be made against you, which may result in action being taken.

Guidance is included to help explain the reasons for the obligations and how they should be followed.

General Conduct

1. Respect

As a councillor:

1.1 I treat other councillors and members of the public with respect.

1.2 I treat local authority employees, employees and representatives of partner organisations and those volunteering for the local authority with respect and respect the role they play.

Respect means politeness and courtesy in behaviour, speech, and in the written word. Debate and having different views are all part of a healthy democracy. As a councillor, you can express, challenge, criticise and disagree with views, ideas, opinions and policies in a robust but civil manner. You should not, however, subject individuals, groups of people or organisations to personal attack.

In your contact with the public, you should treat them politely and courteously. Rude and offensive behaviour lowers the public's expectations and confidence in councillors.

In return, you have a right to expect respectful behaviour from the public. If members of the public are being abusive, intimidatory or threatening you are entitled to stop any

conversation or interaction in person or online and seek guidance from the Council, with a view to reporting the matter to the relevant social media provider or the police where appropriate.

This also applies to fellow councillors, where action could then be taken under the Councillor Code of Conduct, and local authority employees, where concerns should be raised in line with the local authority's councillor officer protocol.

2. Bullying, harassment and discrimination

As a councillor:

2.1 I do not bully any person.

2.2 I do not harass any person.

2.3 I promote equalities and do not discriminate unlawfully against any person.

The Advisory, Conciliation and Arbitration Service (ACAS) characterises bullying as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient. Bullying might be a regular pattern of behaviour or a one-off incident, happen face-to-face, on social media, in emails or phone calls, happen in the workplace or at work social events and may not always be obvious or noticed by others.

The Protection from Harassment Act 1997 defines harassment as conduct that causes alarm or distress or puts people in fear of violence and must involve such conduct on at least two occasions. It can include repeated attempts to impose unwanted communications and contact upon a person in a manner that could be expected to cause distress or fear in any reasonable person.

Unlawful discrimination is where someone is treated unfairly because of a protected characteristic. Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. They are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

The Equality Act 2010 places specific duties on local authorities. Councillors have a central role to play in ensuring that equality issues are integral to the local authority's performance and strategic aims, and that there is a strong vision and public commitment to equality across public services.

3. Impartiality of officers of the council

As a councillor:

3.1 I do not compromise, or attempt to compromise, the impartiality of anyone who works for, or on behalf of, the local authority.

Officers work for the local authority as a whole and must be politically neutral (unless they are political assistants). They should not be coerced or persuaded to act in a way that would undermine their neutrality. You can question officers in order to understand, for example,

their reasons for proposing to act in a particular way, or the content of a report that they have written. However, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity.

4. Confidentiality and access to information

As a councillor:

4.1 I do not disclose information:

- a. given to me in confidence by anyone**
- b. acquired by me which I believe, or ought reasonably to be aware, is of a confidential nature, unless**
 - i. I have received the consent of a person authorised to give it;**
 - ii. I am required by law to do so;**
 - iii. the disclosure is made to a third party for the purpose of obtaining professional legal advice provided that the third party agrees not to disclose the information to any other person; or**
 - iv. the disclosure is:**
 - 1. reasonable and in the public interest; and**
 - 2. made in good faith and in compliance with the reasonable requirements of the local authority; and**
 - 3. I have consulted the Monitoring Officer prior to its release.**

4.2 I do not improperly use knowledge gained solely as a result of my role as a councillor for the advancement of myself, my friends, my family members, my employer or my business interests.

4.3 I do not prevent anyone from getting information that they are entitled to by law.

Local authorities must work openly and transparently, and their proceedings and printed materials are open to the public, except in certain legally defined circumstances. You should work on this basis, but there will be times when it is required by law that discussions, documents and other information relating to or held by the local authority must be treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

5. Disrepute

As a councillor:

5.1 I do not bring my role or local authority into disrepute.

As a Councillor, you are trusted to make decisions on behalf of your community and your actions and behaviour are subject to greater scrutiny than that of ordinary members of the public. You should be aware that your actions might have an adverse impact on you, other councillors and/or your local authority and may lower the public's confidence in your or your local authority's ability to discharge your/it's functions. For example, behaviour that is considered dishonest and/or deceitful can bring your local authority into disrepute.

You are able to hold the local authority and fellow councillors to account and are able to constructively challenge and express concern about decisions and processes undertaken by the council whilst continuing to adhere to other aspects of this Code of Conduct.

6. Use of position

As a councillor:

6.1 I do not use, or attempt to use, my position improperly to the advantage or disadvantage of myself or anyone else.

Your position as a member of the local authority provides you with certain opportunities, responsibilities, and privileges, and you make choices all the time that will impact others. However, you should not take advantage of these opportunities to further your own or others' private interests or to disadvantage anyone unfairly.

7. Exercising Independent Judgement

As a councillor:

7.1 I exercise my own independent judgement, taking decisions for good and substantial reasons.

When making decisions you are expected to act in the public interest and as part of this to attach appropriate weight to all relevant considerations including, where appropriate, public opinion and the views of political groups.

Good and substantial reasons will include paying due regard to the advice of officers, and in particular to the advice of the statutory officers, namely the Head of Paid Service, the Section 151 Officer and the Monitoring Officer.

As part of your decision making and for full transparency where the reasons for your decision are not otherwise apparent or required to be detailed you will also be expected to state the reasons for your decisions.

8. Use of local authority resources and facilities

As a councillor:

8.1 I do not misuse council resources.

8.2 I will, when using the resources of the local or authorising their use by others:

- a. act in accordance with the local authority's requirements; and**
- b. ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of the local authority or of the office to which I have been elected or appointed.**

You may be provided with resources and facilities by the local authority to assist you in carrying out your duties as a councillor.

Examples include:

- office support
- stationery
- equipment such as phones, and computers
- transport

- access and use of local authority buildings and rooms.

These are given to you to help you carry out your role as a councillor more effectively and are not to be used for business or personal gain. They should be used in accordance with the purpose for which they have been provided and the local authority's own policies regarding their use.

9. Complying with the Code of Conduct

As a Councillor:

9.1 I undertake Code of Conduct training provided by my local authority.

9.2 I cooperate with any Code of Conduct investigation and/or determination.

9.3 I do not intimidate or attempt to intimidate any person who is likely to be involved with the administration of any investigation or proceedings.

9.4 I comply with any sanction imposed on me following a finding that I have breached the Code of Conduct.

It is extremely important for you as a councillor to demonstrate high standards, for you to have your actions open to scrutiny and for you not to undermine public trust in the local authority or its governance. If you do not understand or are concerned about the local authority's processes in handling a complaint you should raise this with the Monitoring Officer.

Protecting your reputation and the reputation of the local authority

10. Interests

As a councillor:

10.1 I register and disclose my interests.

Section 29 of the Localism Act 2011 requires the Monitoring Officer to establish and maintain a register of interests of members of the authority.

You need to register your interests so that the public, local authority employees and fellow councillors know which of your interests might give rise to a conflict of interest. The register is a public document that can be consulted when (or before) an issue arises. The register also protects you by allowing you to demonstrate openness and a willingness to be held accountable. You are personally responsible for deciding whether or not you should disclose an interest in a meeting, but it can be helpful for you to know early on if others think that a potential conflict might arise. It is also important that the public know about any interest that might have to be disclosed by you or other councillors when making or taking part in decisions, so that decision making is seen by the public as open and honest. This helps to ensure that public confidence in the integrity of local governance is maintained.

You should note that failure to register or disclose a disclosable pecuniary interest as set out in **Table 1**, is a criminal offence under the Localism Act 2011.

Appendix B sets out the detailed provisions on registering and disclosing interests. If in doubt, you should always seek advice from the Monitoring Officer.

10. Gifts and hospitality

As a councillor:

- 10.1** I do not accept gifts or hospitality, irrespective of estimated value, which could give rise to real or substantive personal gain or a reasonable suspicion of influence on my part to show favour from persons seeking to acquire, develop or do business with the local authority or from persons who may apply to the local authority for any permission, licence or other significant advantage.
- 10.2** I register with the Monitoring Officer any gift or hospitality with an estimated value of at least **£50** within 28 days of its receipt.
- 10.3** I register with the Monitoring Officer any significant gift or hospitality that I have been offered but have refused to accept.

In order to protect your position and the reputation of the local authority, you should exercise caution in accepting any gifts or hospitality which are (or which you reasonably believe to be) offered to you because you are a councillor. The presumption should always be not to accept significant gifts or hospitality. However, there may be times when such a refusal may be difficult if it is seen as rudeness in which case you could accept it but must ensure it is publicly registered. However, you do not need to register gifts and hospitality which are not related to your role as a councillor, such as Christmas gifts from your friends and family. It is also important to note that it is appropriate to accept normal expenses and hospitality associated with your duties as a councillor. If you are unsure, do contact the Monitoring Officer for guidance.

Appendices

Appendix A – The Seven Principles of Public Life

The principles are:

Selflessness

Holders of public office should act solely in terms of the public interest.

Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must disclose and resolve any interests and relationships.

Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

Honesty

Holders of public office should be truthful.

Leadership

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

Appendix B - Registering interests

Within 28 days of becoming a member or your re-election or re-appointment to office you must register with the Monitoring Officer the interests which fall within the categories set out in **Table 1 (Disclosable Pecuniary Interests)** which are as described in "The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012". You should also register details of your other personal interests which fall within the categories set out in **Table 2 (Personal Interests)**.

"Disclosable Pecuniary Interest" means an interest of yourself, or of your partner if you are aware of your partner's interest, within the descriptions set out in Table 1 below.

"Partner" means a spouse or civil partner, or a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners.

1. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest, or of any change to a registered interest, notify the Monitoring Officer.
2. A 'sensitive interest' is as an interest which, if disclosed, could lead to the councillor, or a person connected with the councillor, being subject to violence or intimidation.
3. Where you have a 'sensitive interest' you must notify the Monitoring Officer with the reasons why you believe it is a sensitive interest. If the Monitoring Officer agrees they will withhold the interest from the public register.

Non participation in case of Disclosable Pecuniary Interest

4. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in **Table 1**, you must disclose the interest, not participate in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a Disclosable Pecuniary Interest.
5. Where you have a Disclosable Pecuniary Interest on a matter to be considered or is being considered by you as a Cabinet member in exercise of your executive function, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it

Disclosure of Personal Interests

7. Where a matter arises at a meeting which is a Personal Interest as set out in Table 2, you must disclose the interest.
8. Unless your Personal Interest is also a Prejudicial Interest within Table 3, you may still speak on the matter and take part in any discussion or vote on the matter. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

Where a matter is a Personal Interest within **Table 2 and also** a Prejudicial Interest under **Table 3** You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

9. Where you have a personal interest in any business of your authority and you have made an executive decision in relation to that business, you must make sure that any written statement of that decision records the existence and nature of your interest.

Table 1: Disclosable Pecuniary Interests

This table sets out the explanation of Disclosable Pecuniary Interests as set out in the [Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012](#).

Subject	Description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain. [Any unpaid directorship.]
Sponsorship	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred by him/her in carrying out his/her duties as a councillor, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the council — (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged.
Land and Property	Any beneficial interest in land which is within the area of the council. 'Land' excludes an easement, servitude, interest or right in or over land which does not give the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/ civil partners (alone or jointly with another) a right to occupy or to receive income.
Licenses	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer

Corporate tenancies	Any tenancy where (to the councillor's knowledge)— (a) the landlord is the council; and (b) the tenant is a body that the councillor, or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/ civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.
Securities	Any beneficial interest in securities* of a body where— (a) that body (to the councillor's knowledge) has a place of business or land in the area of the council; and (b) either— (i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the councillor, or his/ her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

* 'director' includes a member of the committee of management of an industrial and provident society.

* 'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

Table 2: Personal Interests

You have a **personal interest** in any business of your authority where:

1. it relates to or is likely to affect any body of which you are a member or in a position of general control or management and:

- a) to which you are nominated or appointed by your authority
or
- b) the body
 - (i) exercises functions of a public nature
 - (ii) is directed to charitable purposes or
 - (iii) one of its principal purposes includes the influence of public opinion or policy (including any political party or trade union)

2. A decision in relation to that business might reasonably be regarded as affecting your well-being or financial position or the well-being or financial position of a relevant person to a greater extent than the majority of other council tax payers, ratepayers or inhabitants of the ward affected by the decision.

3. A relevant person is –

- i A member of your family or any person with whom you have a close personal association; or
- ii Any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors; or
- iii Any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000; or
- iv Any person or body of a type described in paragraph 1 above

Table 3: Prejudicial Interests

Prejudicial Interest Generally

- 1.1. Subject to Paragraph 1.2, where you have a **personal interest** in any business of the Council you also have a **prejudicial interest** in that business where the interest is one which a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest
- 1.2. You do **not** have a **prejudicial interest** in any business of the Council where that business—
 - a. does not affect your financial position or the financial position of a person or body described in Paragraph 3 of **Table 2** above;
 - b. does not relate to the determining of any approval, consent, licence, permission or registration in relation to you or any person or body described in Paragraph 3 of **Table 2** above; or
 - c. relates to the functions of the Council in respect of—
 - i an allowance, payment or indemnity given to councillors;
 - ii any ceremonial honour given to councillors; and
 - iii setting council tax or a precept under the Local Government Finance Act 1992.

Prejudicial Interests Arising in Relation to Select Committees

- 1.3. You **will** have a **prejudicial interest** in any business before a Select Committee of the Council (or of a sub-committee of such a committee) where—
 - a. that business relates to a decision made (whether implemented or not) or action taken by the Cabinet or another of the Council's committees, sub-committees, joint committees or joint sub-committees; and
 - b. at the time the decision was made or action was taken, you were a member of the Cabinet, committee, sub-committee, joint committee or joint sub-committee mentioned in paragraph (a) and you were present when that decision was made or action was taken.

DATED

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(1) CHEPPING WYCOMBE PARISH COUNCIL

(2) FLACKWELL HEATH MINORS FOOTBALL CLUB

LEASE
relating to

Green Dragon Lane Sports Ground
Green Dragon Lane
Flackwell Heath

THIS LEASE is made the day of Two Thousand and
BETWEEN

- (1) CHEPPING WYCOMBE PARISH COUNCIL of Chepping Wycombe Council Offices Cock Lane Penn High Wycombe HP10 8DS ("the Landlord") and
- (2) FLACKWELL HEATH MINORS FOOTBALL CLUB acting by the signatures of
 - a) [Name] [Chairman]
 - b) [Name] [Secretary]
 - and c) [Name] 17 Greenlands, Flackwell Heath, Bucks HP10 9PL [Treasurer]("the Tenant")

1. In consideration of the rents payable in this Lease and of the Tenant's obligations hereinafter contained in it the Landlord lets to the Tenant for use all the building known as the Green Dragon Lane Sports Ground and Pavilion, Green Dragon Lane, Flackwell Heath, Bucks ("the Property") shown for identification purposes only edged red on the annexed plan ("the Plan) which comprises:
- a) The Pavilion and Club with changing and toilet facilities (collectively known as "the Pavilion" and shown coloured brown on the Plan
 - b) The Sports Field ("the Sports Field") as shown hatched green on the Plan;
 - c) The Car Parking Area ("the Car Parking Area") as shown coloured blue on the Plan; and
 - d) Play area ("the Play Area") as shown coloured in pink on the Plan

TO HOLD for the term of up to ten years from 1st April 2021 ("the Lease Period") with a break clause after five years dependent up tenant behaviour) subject as hereinafter provided paying to the Landlord until 1st April 2021 the yearly rent in advance of Three thousand pounds per annum (£3,000) on 1st April 2021 and thereafter the yearly rent as provided in Clause 9.

TOGETHER with a right of way for all purposes in connection with the use of the Property and the adjacent sports ground over and along the land coloured brown on the Plan.

The rent is to be increased in accordance with Clause 9

TENANT'S OBLIGATIONS

Payments:

1. The Tenant is to pay the Landlord:
 - 1.1 The rent

- 1.2 The insurance charge in accordance with Clause 3 together with the cost of any insurance revaluation undertaken by the Landlord (and these are to be paid as rent) and
 - 1.3 the cost of any works to the Property which the Landlord does if the Tenant defaults.
 - 1.4 Value Added Tax on any payments made by the Tenant to the Landlord should the Landlord become legally obliged to charge it.
2. The Tenant is also to make the following payments with Value Added Tax where payable:
 - 2.1 All periodic rates taxes and outgoings relating to the Tenant's use of the Property including any imposed after the date of this Lease (even if of a novel nature) to be paid promptly to the authorities to whom they are due
 - 2.2 The cost of the grant renewal of continuation of any Justice's or entertainment licence or other registration for the use allowed to be paid promptly to the appropriate authority when due.
 - 2.3 The costs of the supply (including meter and maintenance) of water, gas, electricity and any other utilities to the Property.

Insurance and Insurance Charge

3. The Landlord and the Tenant agree that:-
 - 3.1 The insurance charge is the amount paid by the Landlord for insuring the Property by the Landlord in complying with its obligations under Clause 12.
 - 3.2 The insurance charge shall be paid within 28 days of demand.
 - 3.3 The Tenant will ensure that the Landlord is notified annually with the names and addresses of two keyholders to the Property (pavilion and gate).

Use

4. The Tenant is to comply with the following requirements as to the use of the Property and any part of it and it is not to authorise or allow anyone else to contravene them.
 - 4.1 (a) To use the Pavilion as a sports pavilion comprising a clubroom and licensed bar, changing rooms and toilet.
(b) To use the sports ground for the playing of cricket and football or such other sports as the Landlord may agree from time to time.
(c) To use the Car Parking Area for the parking of private motor vehicles in connection with the use of the Pavilion and the Sports Field.
 - 4.2 Not to do anything which might invalidate any insurance policy covering the Pavilion or its use or which might increase the premium.

- 4.3 Not to use any part of the Property for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or to any neighbouring property.
- 4.4 Save that currently exist not to display any signs on the outside of the Pavilion unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably).
- 4.5 Not to overload the floors or walls of the Pavilion.
- 4.6 To comply with the terms of every Act of Parliament order regulation byelaw, rule, licence and registration authorising or regulating how the Pavilion is used and to obtain renew and continue any licence or registration which is required for such use.
- 4.7 To insure its contents at the Pavilion and to maintain public liability insurance cover in respect of their use and other persons permitted by them to use the Pavilion and the Sports Field and the Car Parking Area, and to produce to the Landlord, if requested, details of the public liability cover
- 4.8 Subject to the limitations in Clause 16.5 to indemnify the Landlord against all costs claims or loss for damages to a person or that persons property incurred directly or indirectly out of any injury or loss sustained whilst on the Property provided that person is authorised by the Tenant to use the Property or any part of it.
- 4.9 To keep the Pavilion supplied with such firefighting equipment and alarms as may be required by the Landlord's insurers and the fire authority (or as the Landlord may reasonably require) and to maintain such equipment to its satisfaction and in efficient working order and at least once in every twelve months to cause the firefighting equipment to be inspected by a competent person.
- 4.10 Following the initial provision by the Landlord of the certificates for the electrical and gas installation (including the central heating and hot water boiler systems) to obtain further certificates as required by the initial or previous certificates as the case may be or as required by law or the supplier.
- 4.11 To carry out annual safety checks to the electrical equipment at the Property.
- 4.12 To ensure that members/visitors parking vehicles do so without causing a nuisance to local residents and do not park on the grass or other verges whether to car park is full or not.

Access

- 5. The Tenant is to give the Landlord or anyone authorised by it in writing access to the Pavilion, the Sports Field and Car Parking Area
- 5.1 for these purposes:
 - (a) Inspecting the condition of the Property or how they are being used.
 - (b) Doing works which the Landlord is permitted to do under Clause 6.6(c).

- (c) Complying with any statutory obligation.
- (d) Valuing the Property whether for insurance purposes or otherwise.
- 5.2 and on seven days' written notice except in an emergency when no notice shall be required;
- 5.3 and the Landlord is promptly to make good all damage caused to the Property and any goods there in exercising these rights
- 5.4 The Tenant is to give access to the Sports Field and Car Parking Areas (if applicable) to T-Mobile (UK) Ltd or its successor in title pursuant to the terms of an agreement dated 3rd March 2003 and made between Chepping Wycombe Parish Council (1) and T-Mobile (UK) Ltd (2).
- 5.5 The Tenant will give access to the Sports Field to the Southern Electricity Board pursuant to the Deed of Grant referred to in Clause 8.4 hereof.
- 5.6 The Tenant is to give access to the Sports Field alone to the public for recreational purposes when not in use for organised activities.

Condition

- 6. The Tenant is to comply with the following duties in relation to the Pavilion:
 - 6.1 To maintain the Pavilion in a good state of repair and condition.
 - 6.2 To decorate the inside and exterior of the Pavilion in the last three months of the lease period or every five years should the lease be continued (however it ends). Except to the extent that it has been decorated in the previous year.
 - 6.3 When decorating the exterior of the Property the Tenant is to use the colours and the types of finish used previously.
 - 6.4 To do work to the Property which any authority acting under an Act of Parliament requires.
 - 6.5 But the Tenant need not:
 - (a) Alter or improve the Property.
 - (b) Make good damage caused by an insured risk except to the extent that the policy monies have not been paid because of any act or default of the Tenant.
 - 6.6 If the Tenant fails to do any work which this lease requires it to do and the Landlord gives him written notice to do it the Tenant is to:
 - (a) Start the work within two months or immediately in case of emergency and
 - (b) proceed diligently with the work.
 - (c) In default permit the Landlord to do the work at the expense of the Tenant.
 - 6.7 Not to make any alterations or additions to the Property or the sports ground unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably).

- 6.8 To carry out any work required by this Lease in accordance with the then legislative requirements.
- 6.9 To maintain the Sports Field for the purposes of playing football ~~(and cricket)~~.
- 6.10 To maintain the Car Parking Area in a reasonable condition.
- 6.11 To ensure that the property is kept clear of litter and debris at all times and particularly after organised activities.
- 6.12 To ensure that the vehicle gates are securely locked except during matches or training sessions or for grounds maintenance. To regularly change the code on the lock and advise the Landlord of each change of the code. Should the ground be invaded by Travellers via unlocked gates, the Tenants shall be responsible for their removal.

Transfer and underletting

- 7. The Tenant is to comply with the following:
 - 7.1 The Tenant is not to share occupation of the Property and save as referred to in this clause no part of it is to be transferred sublet or occupied separately from the remainder.
 - 7.2 the Tenant is permitted to transfer this Lease to Trustees of the Club from time to time.
 - 7.3 Occupation by others of the Pavilion is permitted and is to be on the following basis only:
 - (a) To responsible adults and organisations (in this clause called "the Occupiers").
 - (b) Priority is to be given to Occupiers serving the local community.
 - (c) The Occupiers are to comply with the terms of this Lease.
 - (d) The Club are to advise the Landlord of all such Occupiers on a regular basis and to account to them for 40% of the hiring fees.
 - 7.4 To actively encourage Occupiers of the Property to ensure that it is used beneficially for the local community and in particular the Tenant shall consider any recommendations or referrals from the Landlord
 - 7.5 ~~To allow the Sports Field to be used by the High Wycombe Cricket Club and if for any reason the club should cease to use the sports ground the Tenant shall actively seek another community user subject to the approval of the Landlord (such consent not to be unreasonably withheld)~~
 - 7.6 The Tenant is responsible for all the transfer and underletting arrangements but if no agreement can be arrived at after a reasonable time for negotiation and discussion then the Landlord may determine such arrangements.

Other Matters

- 8. The Tenant:
 - 8.1 Is to give the Landlord a copy of any notice concerning the Property as soon as it receives it.

- 8.2 Is not to apply for planning permission relating to the use or alteration of the Property or the sports ground unless the Landlord gives written consent in advance.
- 8.3 Will co-operate with the Landlord to develop a children's PLAY AREA on the PROPERTY (shown coloured pink on the attached plan; size) since this would be of mutual benefit.
- 8.4 The Property is subject to a Deed of Grant dated 29th October 1979 made between Chepping Wycombe Parish Council (1) Southern Electricity Board (2) and the Tenant shall not carry out any activity on the Property which shall be in breach of the Landlord's obligation under the terms of the Deed.

Rent Review

9. The rent payable is to be reviewed as follows:
- 9.1 For the purposes of this clause the terms defined in this sub-clause have the meanings specified
- (a) "the Base Figure" means £3,000.
 - (b) "the Increase" means the amount, if any, by which the Index for the month preceding the relevant review exceeds the Base Figure.
 - (c) "the Index" means the Index or Retail Prices published by the Department of Employment of any successor Ministry or Department.
 - (d) "the First Review Date" shall be 31 March 2021 and subsequent review dates shall be annually thereafter.
 - (e) "a Review Period" means a period beginning on any review date and ending on the date before the next review date, and qualified uses of the terms are to be construed accordingly.
- 9.2 Ascertaining the Rent
- (a) The Rent
- Until the First Review Date the rent is to be the initial rent of £3,000.00 per annum and thereafter during each successive Review Period the rent is to be a sum equal to the greater of the rent payable under this Lease immediately before the relevant review date or the revised rent that is ascertained in accordance with this clause.
- (b) The rent for a Review Period is to be the initial rent of £3,000.00 plus the amount that bears the same proportion to the initial rent as the increase bears to the Base Figure.
- 9.3 Changes in the Index
- If the reference base used to compile the Index changes after the date of this Lease the figure taken to be shown in the Index after the change is to be the figure that would have been shown in the Index if the reference base current at the date of this Lease had been retained.

- 9.4 The parties acknowledge that the initial rent of £3,000.00 is less than the open market rental for the Pavilion, Sports Field and Car Parking Area and is based upon the Tenant being a non-profit making organisation and if at any time the Tenant is found to cease to be a non-profit making organisation but becomes a profit-making organisation then the Landlord can call for a review of the rental on the review date to an open market valuation for the Property and such open market rental shall then become the annual rent which shall then be subject of review as hereinafter provided.
- 9.5 For the purpose of clauses 9.4 and 16.6 hereof the definition of non-profit making organisation is one where the income of the Tenant is raised from its members by way of subscription or donation or fund raising activities and occupational arrangements with local community groups who pay for the use of the facilities of the Property PROVIDED ALWAYS THAT the Tenant does not distribute its surplus income by way of a dividend or distribution to its members.
- 9.6 For the purposes of clause 9.4 hereof open market valuation is defined as a rental payable by a profit-making organisation and in the event of the parties hereto failing to agree upon the level of an open market rental within six months of the Landlord calling for a review of the rental to an open market rental the matter shall be determined by an Arbitrator appointed in accordance with Clause 16.4 hereof.
- 9.7 Arbitration
- If it becomes impossible to calculate the rent for any review period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason whatever, or if any dispute or question whatever arises between the parties as to the amount of the rent for any review period or open market rental or the construction or effect of this clause, then the rent for that review period or the disputed matter is to be determined by the arbitrator in accordance with clause 16.4.

Damage

10. If the Pavilion is damaged by any risks to be insured under Clause 12 and as a result of that damage the Pavilion or any part if it cannot be used for the use allowed,
- 10.1 the rent or a fair proportion of it is to be suspended until the Property is fully restored.
- 10.2 If at any time it is unlikely that the Property will be fully restored the Landlord (so long as it has not willfully delayed the restoration) or the Tenant may terminate this Lease by giving three months' notice to the other in which case:
- (a) the insurance money belongs to the Landlord and
 - (b) the Landlord's obligation to make good damage under clause 12 ceases.

10.3 Any dispute arising under any part of this clause is to be decided by arbitration under clause 16.4.

LANDLORD'S OBLIGATIONS AND FOREFEITURE RIGHTS

Quiet Enjoyment

11 While the Tenant complies with the terms of this Lease the Landlord is to allow the Tenant to possess and use the Property without lawful interference from the Landlord.

Insurance

12. The Landlord agrees with the Tenant;

12.1 the Landlord is to keep the Property [and the sports ground] insured with reputable insurers to cover;

- (a) full rebuilding site clearance professional fees Value Added Tax and three years' loss of rent;
- (b) against fire, lightning, explosion, earthquake, landslip, subsidence heave, riot, civil commotion, aircraft, aerial devices, storm, flood water, theft impact by vehicles damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions;

12.2 and to take all necessary steps to make good as soon as possible damage to the Property caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant.

12.3 To give to the Tenant at its request once a year particulars of the Policy and evidence from the insurer that it is in force.

12.4 That the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy.

Services

13. The Landlord is to maintain the state and condition of the boundary hedges and trees marked with an inwards "T" on the Plan.

Forefeiture:

14. This Lease comes to an end and the Landlord is entitled to take over the Property IF;

- (a) payment of any rent is twenty one days overdue;
- (b) the Tenant has not complied with the terms in this Lease.

End of Lease

15. When this Lease ends the Tenant is to:

15.1 return the Property to the Landlord leaving it in the state and condition in which this Lease requires the Tenant to keep it.

- 15.2 (If the Landlord so requires) Remove anything the Tenant fixed to the Property and forthwith make good any damage which that causes.

LANDLORD

- 16.1 The Landlord includes the person who at any particular time has the right to receive rent under this Lease.

TENANT

- 16.2 The Tenant includes the person who at any particular time is given the right by this Lease to possess the Property.

SERVICE OF NOTICES

- 16.3 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this Lease.

ARBITRATION

- 16.4 Any matter which this Lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of an arbitrator or either of them may apply to the President of the Royal Institute of Chartered Surveyors to make the appointment

LIABILITY OF TENANT

- 16.5 It is agreed that the liability of the Tenant and its signatories hereto being officers of the Club shall be limited to the extent of the assets of the Club and the proceeds of any Public Liability insurance cover maintained by it.

GRANT STATEMENT

- 16.6 The Landlord and the Tenant wish to record that the initial rent of £3,000.00 has been agreed to reflect a reasonable return to the Landlord of the cost to it of constructing the Property and that it does reflect that the Tenant is a non-profit making organisation as defined in Clause 9.5 hereto. It is the intention (but not so as to create a legally binding obligation to do so) that the Landlord (as a public body) will annually give grants to the Tenant, a maximum rebate of 50%, being part of the rent to offset the cost to the Club in recognition that it provides sporting facilities to over 60% of their members with the parish area. This rebate to be a sliding scale dropping to 40% if percentage

of membership from the parish area falls to between 40 and 60%. In connection with such grant the Tenant shall notify the Landlord on an annual basis of the number of children registered as members of the Club using the facilities within the Property, and the Tenant shall also advise the Landlord whether or not it retains its non-profit making status. Such grant will also depend upon the strict compliance with the terms of this Lease.

Signed as a deed by

 the Chairman

Of the Tenant

In the presence of;

 Treasurer of the

Tenant

 Secretary of

The Tenant

Signed as a deed by the said
KATRINA WOOD the Chairman
of the Landlord:

.....

Signed as a deed by the said
DAVID JOHNCOCK the Vice-chairman
of the Landlord:

.....

In the presence of:

WENDY THOMPSON, Clerk of the Council

September 2021

**MINUTES FOR THE MEETING OF THE CHEPPING WYCOMBE AND HAZLEMERE NEIGHBOURHOOD
ACTION GROUP (NAG) HELD AT THE COMMUNITY LIBRARY IN FLACKWELL HEATH ON
8TH SEPTEMBER 2021 AT 7.30PM**

Attendees:

Cllr David Johncock Bucks Councillor FH, LM & Marlow SE – Chairman
 Cllr Alan Cecil HPC
 Jon Chapman-Pemberton FH Resident & CSW Member
 Paul Cogger Loudwater Forum
 Cllr Ian Forbes CWPC TG Ward
 Ashley Gray Hazlemere Resident and NAG Treasurer
 Phil Hammond FH Resident
 Cllr Elizabeth Johncock CWPC FH Ward
 Jean Johnson TG Resident
 Cllr Bob Kin CWPC Loudwater Ward
 Craig Lewis FH Resident
 Susanna Ludgate Penn Residents Association
 Cllr Patrick Ruffles HPC
 Bill Sadler TG Resident & CSW Member
 John Sparks Hazlemere Resident and CSW Lead
 Alistair Strauss FH Resident and NAG Comms
 Cllr Nathan Thomas Bucks Councillor TG & Loudwater Ward
 PC Lee Turnham TVP CSW
 Cllr Luca Webb CWPC FH Ward

Apologies: Sgt Nathan Davey, PC Rus Hawkins, Cllr Catherine Oliver, Barbara Hunt

1. **Introduction and Apologies** – Cllr David Johncock welcomed all and explained that this special NAG meeting had been called because of a significant rise of ASB in FH. It would also be an opportunity for PC Lee Turnham to brief us on the latest CSW developments within TVP. A further NAG meeting was already planned for 4th October and so some of the normal agenda items would be deferred until then.
2. **Appointment of Minute Taker** - Cllr Luca Webb kindly agreed to take the notes.
3. **Minutes of Previous Meeting (6th February 2020)** – There were no comments on the completeness or accuracy of the last minutes and so they were accepted as a true and accurate record.
4. **Matters arising from previous meeting** - All actions had been completed or would be covered by the agenda items. It was noted that the Police have held meetings at Sir William Ramsay School following reports of mischief at a parade of shops in Hazlemere.
5. **a) Presentation on the New CSW Online Programme (PC Lee Turnham)**
 - PC Turnham heads up the pilot scheme operating CSW work.
 - The system features some games to test volunteers' vehicle recognition knowledge. PC Turnham stressed that these were strictly for training purposes only.
 - Parish Council Clerks can undergo basic CSW training to view data from the system and share this with Councillors.

- Once a reg number is uploaded by a volunteer, police can identify if the vehicle has no MOT or no road tax.
- PC Turnham said that on Friday 10th September, the NAG will hear whether the Superintendent has signed the pilot scheme off so that the system can continue to be used for CSW.
- John Sparks noted that different angles are required for each sentinel device for optimal coverage. PC Turnham agreed and also recommended the additional use of Bushnell speed guns which cost £160 each. Cllr Johncock said he would contact the CWPC rep on the Community Board to seek funding from them for more Bushnell speed guns. **Action: DJ**
- PC Turnham warned that lorries were increasingly moving reg plates upwards on their vehicles. It is important that CSW volunteers manually note these reg numbers as they may not be picked up by sentinel.
- Cllr Johncock asked if historic reg plate data was held. It was not, though the new system has full audit trails of all vehicles passing through.
- Cllr Cecil (HPC) asked how councillors should advise residents writing in about late-night dangerous driving. PC Turnham said that if a resident believed there was a danger to life, they should dial 999 immediately or otherwise phone 101.
- Cllr Johncock thanked PC Turnham for coming and for all his work to improve the effectiveness of CSW.

5. b) Update on CSW Group by John Sparks

- Our CSW team are registered as "Hazlemere/Chepping Wycombe Speedwatch Group"
- All 11 volunteers have completed the the Required CSW Online Tests.
- Volunteers have been trained to use the Sentinel Radar.
- Wycombe area was selected to Pilot the new CSW Online System.
- Since the start of the Pilot scheme our Accuracy of the vehicles being reported have improved - average over 90% with certain locations at 100%. This Accuracy is mainly due the recording feature (SD card) in the Radar.
- All vehicles exceeding the Speed Thresholds of in the Mandatory Speed limits will be reported.

PC Turnham left the meeting

6. Report on MVAS findings - Item deferred until next meeting.

7. Report from TVP (Rus Hawkins & Nathan Davey)

- No members of the neighbourhood policing team were able to attend the meeting.
- PC Hawkins had circulated a report – copy attached
- Local officers had extended their shifts until midnight over the previous weekend where their focus was Flackwell Heath. Officers engaged with several youths but witnessed no offences.
- The Chairman noted that:
 - The Neighbourhood Team was gaining a PC but losing the PCSO and so numbers remained unacceptably low. He had complained to the Chief Constable many times about poor staffing of Neighbourhood Teams but, despite reassurances, that situation remains as bad today as it has for the past 5 or more years.
 - It was vital that residents report all incidences of anti-social behaviour at the time via 101 or the TVP website. This needed to be widely publicised via all forms of social media – **Action: All**

- The fact that the recent op in FH had not witnessed any offences being committed showed the value of deterrence by simply having a police presence.
- Liz Johncock noted that whilst the number of offences recorded across the Neighbourhood area had come down for last year, the number recorded in FH had doubled indicating the need for more targeted policing.

8. Review of NAG Constitution & Priorities - Item deferred until next meeting

9. Treasurer's Report (Ashley Gray)

- £244.87 in NAG account
- On 26/08/21, HSBC contacted the Treasurer with information regarding a range of additional charges they were planning to bring in which would affect the account. The Treasurer noted that, following online research, Lloyds would offer day-to-day banking services for the account free of charge

Ashley Gray proposed that he set up a new NAG bank account with Lloyds or another high street bank. This was seconded by Alastair Strauss and carried unanimously. **Action: AG**

10. Communications Report (Alastair Strauss)

- NAG email address is: yourlocalnag@gmail.com
- Cllr Cecil noted that the current name for the Facebook Page 'Chepping Wycombe Neighbourhood Action Group' did not include Hazlemere. Alastair Strauss agreed to rectify this on Facebook. **Action: AS**
- Cllr Webb and Alastair Strauss agreed to share relevant content across the NAG and CWPC Facebook pages – especially content of a more positive nature.

Action: AS & LW

11. Any Other Business

- **Beaconsfield & Chepping Wye Community Board.** Cllr Johncock noted that the next Community Board meeting would be held in October (date tbc). The focus will be community safety and all are welcome to attend via Teams. At the next NAG meeting, Community Board Coordinator Andy Chapman will hopefully be joining.
- **Drugdealing:**
 - Residents have reported sightings via 101. John Sparkes agreed to speak to PC Rus Hawkins to follow up.
 - Cllr Thomas asked whether the TVP Neighbourhood Police teams would agree to share their email addresses to residents, as was the case in Wycombe Marsh. Cllr Johncock advised that Rus Hawkins would be present at next month's meeting and could be asked then.
 - Concerns were raised about the increasing presence of e scooters in Flackwell Heath and Loudwater. Paul Cogger reported that Bucks Council 'Zip' scooters were being used to deal drugs in Loudwater. Cllr Thomas advised that the activity of these scooters can be tracked by Bucks Council.

Date of Next Meeting: Monday 4th October 2021

Meeting closed at 21:06

COMMUNITY ASSET LIST (PREVIOUSLY NOMINATED SITES)

The Stag Inn, Flackwell Heath
 The Cherry Tree, Flackwell Heath
 Carrington School Playing Field, Flackwell Heath
 Carrington School, Flackwell Heath
 Flackwell Heath Community Centre, Flackwell Heath
 Wilks Park Football Ground, Flackwell Heath
 Fennells Wood, Flackwell Heath
 Green Dragon, Flackwell Heath
 Juniper Hill School, Flackwell Heath
 Royal British Legion, Flackwell Heath
 Oakwood Copse, Flackwell Heath
 Oakwood Recreation Ground, Flackwell Heath
 Catholic Chapel, Flackwell Heath

Old Queens Head, Tylers Green

Loudwater Boys Club	
Royal British Legion, Loudwater	SOLD

CHEPPING WYCOMBE PARISH COUNCIL

Application for grant/loan by charitable, voluntary or other organisations

Part 1

1. Name of organisation: Flackwell Heath & Loudwater Age Concern Day Centre
2. Hon. Secretary:
Address:

High Wycombe
Bucks

Tel:
This address will be used for
all general correspondence
3. Hon. Treasurer:
Address: Age Concern Day Centre
Common Road
Flackwell Heath
Bucks
HP10 9NS

Tel:
This address will be used for
remittance of any grant approved
4. How is the organisation established?
a) Incorporated by Royal Charter? ~~Yes~~/No
b) Incorporated under Companies Act? ~~Yes~~/No
c) Registered as a Charity? Yes/~~No~~
Charity No: 100008
d) Registered as a Friendly Society? ~~Yes~~/No
e) By affiliation to any national body? ~~Yes~~/No
f) Deed of Trust? ~~Yes~~/No
g) Other? (Please specify)
5. What are the objectives of the organisation?
To promote the well-being of older people in Flackwell Heath & Loudwater and to relieve Carers
6. Does the organisation carry out any trading activity with a view to profit (or propose to commence any such activity) other than general fund-raising events such as bazaars, fetes and sale of mementos? ~~Yes~~/No

If Yes, please supply full details together with the latest Trading and Profit & Loss account on a separate sheet.
7. Does the organisation have a membership? No
If Yes, please state for each class/type of member (eg senior/junior), the annual subscription and number of members for the past three years.

TYPE/CLASS	THIS YEAR	LAST YEAR	PREVIOUS YEAR
.....	No.....Sub.....	No.....Sub.....	No.....Sub.....
.....	No.....Sub.....	No.....Sub.....	No.....Sub.....
.....	No.....Sub.....	No.....Sub.....	No.....Sub.....

8. I/We enclose herewith the following documents. (Please delete those which have previously been submitted)

- a) Copy of the Constitution ✓
b) Copy of latest audited accounts and balance sheet ✓
c) Copy of the latest Annual Report to members (Mins of 2020 AGM) ✓
d) Other material concerning the organisation in support of the application (Bank Statement) ✓

PARTICULARS OF APPLICATION

Part 2

1. In making an application for a grant, the council would like a brief outline of the organisation's activities during the past year, with particular relevance to expansion projects or similar matters undertaken. Please give these details here, if they are not included in an attached Annual Report.

The Day Centre is open four days a week and provides company, entertainment, tea/coffee & biscuits, freshly cooked meals and transport if needed. Other services available are: chiropody clinic, provision of hearing aid batteries, shopping and information of available help.

2. a) For what specific project are you now seeking the council's assistance?
Purchase of a new minibus

- a) Specify:
- i) Total estimated cost - £40,000
 - ii) Dates scheduled to commence and complete - as soon as enough funds have been raised
 - iii) Amount already available - £20,366
 - iv) Amount expected to be available at commencement - £20,366
 - v) Other applications for grants for this project

Body:

Amount applied for:

Wooburn Green & Bourne End Parish Council
WDC & Heart of Bucks
Bourne End Rotary Club
Flackwell Heath Golf Club
Bekonscot
Masonic Lodge

£5,000 (promised) + £1,000 promised in 2018
£5,000 in September 2021
£1,000
£1,500 awarded in August 2021
~~£1,000 in September 2021~~ August
£1,000 in August 2021

3. How much assistance are you requesting from Chepping Wycombe Parish Council? £3,000
4. What do you see as the benefits that will be obtained by the residents of Chepping Wycombe on completion of the project?
Collection of clients in the minibus from their homes to the Day Centre, with return journey in the afternoon.

I submit this application on behalf of the stated organisation and believe all statements made or enclosed to be true.

Signed:

Date: 18 August 2021

Capacity in which signed: Committee Secretary

Note: Any cheque will be made payable to the name of the organisation as stated overleaf and sent to the Treasurer unless otherwise stated.

Please return the completed application and supporting documents to:

by:

Clerk of the Council
Chepping Wycombe Parish Council
Cock Lane
Tylers Green
High Wycombe
HP10 8DS

Applications will be considered by the Finance & General Purposes
Committee scheduled for: September 2021

If you have any queries with this application, please contact the Clerk on 01494 814600

Flackwell Heath and Loudwater Age UK Day Centre				
Registered Charity No. 1000080				
General Fund				
Year Ending 31st March	2021	2021	2020	2020
Receipts	£	£	£	£
Donations - General		552.86		83.00
Grants		21,225.00		17,818.00
Fundraising				
Bucks Powher Funds	0.00		0.00	
Fund Generation McColl Collection Box	0.00		562.10	
Fund Generation Fund Raising	0.00		1,956.55	
Less : Cost of Goods				
Net Fundraising		0.00		2,518.65
Lunches - Clients	620.00		38,853.00	
Lunches - Visitors	36.00		2,207.20	
Food & Catering Costs	0.00		-2,743.85	
Net Lunches		656.00		38,316.35
Interest Received		0.00		0.00
Bridge Club and Charity Games		0.00		1,264.80
Chiropody		0.00		516.00
Other Income		149.27		684.41
TOTAL INCOME		22,583.13		61,201.21
Fund raising Exps.	0.00		40.00	
Payments				
Salaries	46,304.18		48,818.27	
Furlough Grants	-41,256.05		0.00	
Employee Pension	733.35		136.22	
Rent & Rates	0.00		990.00	
Water Rates	228.92		415.41	
Insurance	532.78		523.12	
Electricity	160.30		1,184.45	
Gas (including Service)	1,242.63		2,163.78	
Telephone	838.13		819.91	
Computer charges	49.18		0.00	
Stationery, Cartridges and Postage	0.00		0.00	
Vehicle Expenses	1,675.71		2,210.00	
Repairs, Renewals and Cleaning	0.00		0.00	
Premises Expenses	0.00		356.42	
Equipment Maintenance	883.50		0.00	
Training Courses	0.00		202.80	
P P E Expenses	192.98		0.00	
Professional Fees			0.00	
Total Sundry Expenses	35.00		425.53	
		11,620.61		58,285.91
Net Surplus / Deficit this year		10,962.52		2,915.30
General Fund				
Balance brought forward at 1st. April 2020		13,255.23		10,339.93
Balance carried forward at 31st. March 2021		24,217.75		13,255.23
Minibus Fund				
Balance brought forward at 1st. April 2020		20,366.00		15,000.00
Donations for Minibus		0.00		5,366.00
Balance carried forward at 31st March 2021		20,366.00		20,366.00
Total Funds		44,583.75		33,621.23

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Chiropody		0.00		516.00
Other Income		149.27		684.41
TOTAL INCOME		22,583.13		61,201.21
Fund raising Exps.	0.00		40.00	
Payments				
Salaries	46,304.18		48,818.27	
Furlough Grants	-41,256.05		0.00	
Employee Pension	733.35		136.22	
Rent & Rates	0.00		990.00	
Water Rates	228.92		415.41	
Insurance	532.78		523.12	
Electricity	160.30		1,184.45	
Gas (including Service)	1,242.63		2,163.78	
Telephone	838.13		819.91	
Computer charges	49.18		0.00	
Stationery, Cartridges and Postage	0.00		0.00	
Vehicle Expenses	1,675.71		2,210.00	
Repairs, Renewals and Cleaning	0.00		0.00	
Premises Expenses	0.00		356.42	
Equipment Maintenance	883.50		0.00	
Training Courses	0.00		202.80	
P P E Expenses	192.98		0.00	
Professional Fees			0.00	
Total Sundry Expenses	35.00		425.53	
		11,620.61		58,285.91
Net Surplus / Deficit this year		10,962.52		2,915.30
General Fund				
Balance brought forward at 1st. April 2020		13,255.23		10,339.93
Balance carried forward at 31st. March 2021		24,217.75		13,255.23
Minibus Fund				
Balance brought forward at 1st. April 2020		20,366.00		15,000.00
Donations for Minibus		0.00		5,366.00
Balance carried forward at 31st March 2021		20,366.00		20,366.00
Total Funds		44,583.75		33,621.23

Flackwell Heath and Loudwater Age UK Day Centre
Registered Charity No. 1000080

Statement of Assets and Liabilities as at 31st. March

	2021	2020
	£	£
General Fund (see page 1)	24,217.75	13,255.23
Minibus Fund	20,366.00	20,366.00
	<u><u>44,583.75</u></u>	<u><u>33,621.23</u></u>
Held as Below		
Barclays Bank - Community Account	44,583.75	33,621.23
Cash on Hand	0.00	0.00
	<u><u>44,583.75</u></u>	<u><u>33,621.23</u></u>

Signed.....

Date..... 24TH APRIL 2021

Honary Treasurer

Independent Examiner's Report to the Trustees

I report on the accounts of the Trust for the year ended 31st. March 2021 which are set out on pages 1 and 2. As the charity's trustees, you are responsible for the preparation of the accounts; you consider that the audit requirement of section 43 (2) of the Charities Act 1993 (the Act) does not apply. It is my responsibility to state, on the basis of procedures specified in the General Directions given by the Charity Commissioners under section 43 (7) (b) of the Act, whether particular matters have come to my attention.

My examination was carried out in accordance with the General Directions given by the Charity Commissioners. An examination includes a review of the accounting records kept by the charity and a comparison of the accounts presented with those records. It also includes consideration of any unusual items or disclosures in the accounts and seeking explanations from you as trustees concerning any such matters. The procedures undertaken do not provide evidence that would be required in an audit and consequently I do not express an audit opinion on the view given by the accounts

in connection with my examination, no matter has come to my attention:-

- (a) which gives me reasonable cause to believe that in any material respect the requirements
 - to keep accounting records in accordance with section 41 of the Act; and
 - to prepare accounts which accord with the accounting records and to comply with the accounting requirements have not been met; or
- (b) to which, in my opinion, attention should be drawn in order to enable a proper understanding of the accounts to be reached

Signed.....

Julia Elizabeth Burley

Date..... 27 - MAY - 21

Independent Examiner

Chepping Wycombe Parish Council**Publicity Meeting Notes - Tuesday 31 August 2021**

Present: Cllr K Wood, Cllr D Johcnock, Cllr I Forbes, Cllr L Willis, Cllr J Gurney, Cllr S Herron and Cllr L Webb

Apologies: Cllr C Dodds

Facebook

There has been increase in interest in the newly rejuvenated Facebook page which is being populated by Cllr L Webb, Cllr J Gurney and Cllr S Herron for each ward. There are now 215 followers.

Further ideas for inclusion on Facebook – community champions/bullet points of minutes once agreed by the chairman of committee and focussing on the natural beauty of the parish.

Newsletter

It is planned to have the newsletter ready for delivery by the middle of October. The following articles to be written for inclusion, Clerk requested receipt by 10 September:

1. Chairmans Report (to include a thank you to old members who left in May, Penn School,
2. Our Leak Wendy
3. Kings Wood Trees Ian
4. Dog Bins Wendy
5. Stait Bit Vandalisim Luca
6. Community Board David
7. Depot Roof Chris
8. Tree Planting Les & Luca
9. History John
10. Replacement Cemetery Path Chris
11. Replacement Bus Shelter Chris
12. Grants Ian
13. Election Costs Ian
14. Committee overviews Ian, Les and Chris
15. New Members Wendy
16. Facebook Luca

Also, to revert to councillor contacts on the back of the newsletter.

Website

This was still under the control of the web designer – training is to be planned in as soon as is practicable.

Village Events

- Flackwell Heath picnic was attended and a stall provided.
- Tylers Green Expo in November will be the next event a new set of boards will be created for use in all three wards.

WT Sept 2021

Report for Chepping Wycombe Parish Council by Cllr Alec Barron

Date: 14/September/2021

Subject: Beaconsfield Chepping Wye Community Board (BCWCB).

I have attended two sub-groups of BCWCB on behalf of the Parish Council at what appears to be increasing frequency this year.

It is probably worth explaining what my interpretation of the function of the Community Boards is and why we as a Parish Council should continue to support the BCWCB.

Buckinghamshire Authority, (BA), has become a singularity for the whole of Buckinghamshire under the guise of increased efficiency and value for its residents. As with all large entities it does suffer from lack of localism – what may be good and acceptable for one part of County may not have the full support in another! To overcome some of this natural resistance, BA has created a series of Community Boards as a means of re-distributing a small portion of their tax take from residents, for local projects.

To maintain a tight control of the allocated money, only BA Councillors can approve the spend allocation at the Community Board meetings. Other interested parties attending, including Parish Councillors have the proverbial “Nil point” voting rights.

The two sub-groups that I have attended are:

Highways and Traffic – Chaired by Cllr David Johncock

Environment – Chaired by Cllr Catherine Oliver

In both cases Andy Chapman is the Community Board Coordinator.

In both the sub-groups the Chairman of each sub-group has allowed full and frank discussions on any of the topics / projects raised, and any projects proposed for approval by the main BCWCB meeting have had universal support – so far.

Last BCWCB financial year (first year of operation), the funding agreement was for match funding – thus if a project was going to cost £4k, then BCWCB would offer £2k. The money from the BCWCB would need to be paid to a responsible organisation, eg the Parish Council to distribute.

This year, there is less clarity. Groups seeking funding are able to “make a contribution”, and the BCWCB BA Councillors would establish the “worthiness” of the request. Highways and Traffic sub-group have a max of 25% of the budget.

Whilst the amount of funding for the 2020/21 year was just over a £1million (spread over 16 Community Boards), Parish Councils had 17% of the funding and Transport for Bucks projects (originated by Parish Councils) had 23%. So approx. £400k over Bucks was directly influenced by Parish Councils – You have to be in it to get your share of the money!!!

Highways and Traffic:

The following schemes have been costed by TfB:

HAT1. Flackwell Heath: £18,020 for Feasibility study, design, consultation and delivery

Halls Corner: Extend existing double yellow lines from Fennels Farm Road to just beyond the access road to Halls Corner.

HAT2. Flackwell Heath: £20,054 for Feasibility study, design, consultation and delivery

Highlands & Greenlands: Install double yellow lines around junction of Greenlands / Highlands and Highlands / Chapman Lane

HAT3. Flackwell Heath: £15,796 for Feasibility study, design, consultation and delivery

Straight Bit / The Common: Extend existing double yellow lines from Straight Bit to the entrance to residential flats car park.

HAT 5.Loudwater: £5,075

Fassetts Road Alleyway (footpath): Install "gates" to stop cyclists / e-scooters riding through in antisocial ways.

HAT6. Tylers Green: £4,970 for Feasibility study and preliminary design

Ashley Drive: Creation of parking bays outside of the recreation ground.

Notes:

1. The Community Board (Highways & Traffic), currently has a budget of £54,455 with which to progress Project Initiation Documents (PIDs) received from Transport for Bucks in relation to last year's applications
2. Double yellow lines schemes total = £53,870 – Costs are being reviewed to amalgamate the work and achieve a cost reduction with TfB
3. Loudwater & Tylers Green totals £10,045 will attract 50% funding from BCWCB. It is anticipated that these may well be incorporated within Note 1.
4. HAT8 to HAT17 relate to Holtspur, Beaconsfield, Hazlemere and Knotty Green on the Spreadsheet issue 3.3 (July21). Not all have been submitted PIDs, but essentially a register of intent.

Special Note: I have also just completed a proposal to introduce a one way system centred on the FH War Memorial. One way on "The Common Road" between War Memorial and Straight Bit and One way extending the current one way on "Common Road" to the War Memorial. It would be advantageous to discuss this proposal!

Environment:

Currently ongoing discussions with regards to signage for Stop Idling Engines. This may be incorporated into a Buckinghamshire wide campaign. The direction is unclear at the moment, thus there may be no financial contribution required from CWPC

Hazlemere have a Bee Squared project – planning to distribute 4000 packs of wildflower seeds. They need a coordinator. Requesting support from WI and I believe a letter has been sent to CWPC. They have had £7k funding from the BCWCB to bulk purchase the seeds. Flackwild Heath have also given support in the type of seed mix.

Allotments – There has been some plan on sharing resources between allotments / allotment holders, with a plan to have a Zoom meeting between the various groups. I believe “excess stock” may be shared with those that are in need (food banks).

Bucks has a thermal imaging camera – it is being considered as a way of highlighting thermal efficiency of houses.

Bucks has a plan to plant a tree for every resident in Bucks! 500,000 trees! Chiltern Rangers may well get involved as it is important to plant the right tree in the right place for them to survive and thrive.

Finally, there is a water bottle refilling station in Beaconsfield as part of the plan to reduce the amount of plastic water bottles in use. **It has taken 3 years to get it in place.**

Disclaimer: This report has been compiled from Minutes of meetings and my own personal notes. I may have made some mistakes so I apologise if points need correcting at some stage.

16/09/2021

Chepping Wycombe Parish Council

Page 1

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Detailed Income & Expenditure by Budget Heading 16/09/2021

Month No: 5

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
Finance & General Purpose						
401 Salaries & Other Staff Costs						
1076 Precept	174,674	349,349	174,675			50.0%
1079 Miscellaneous	15	0	(15)			0.0%
Salaries & Other Staff Costs :- Income	174,690	349,349	174,659			50.0%
4001 Salaries, NI & Pensions	72,019	173,930	101,911		101,911	41.4%
4002 Members Expenses	270	2,000	1,730		1,730	13.5%
4008 Conferences & Courses	30	1,000	970		970	3.0%
4009 Travel	23	200	177		177	11.5%
4020 Establishment Costs Misc	96	600	504		504	16.0%
4021 Telephone & Fax	831	2,100	1,269		1,269	39.6%
4022 Postage	0	600	600		600	0.0%
4023 Stationery & Printing	647	1,200	553		553	53.9%
4024 Subscriptions	2,328	2,750	422		422	84.7%
4025 Insurance	7,538	7,500	(38)		(38)	100.5%
4026 Publications	0	250	250		250	0.0%
4027 Photocopying Charges	341	700	359		359	48.7%
4030 Recruitment Advertising	0	1,000	1,000		1,000	0.0%
4032 Publicity	0	4,350	4,350		4,350	0.0%
4041 Equipment Hire	198	500	302		302	39.6%
4051 Bank Charges	174	500	326		326	34.8%
4053 Office Equipment	0	500	500		500	0.0%
4060 Other Professional Fees	1,924	3,000	1,076		1,076	64.1%
4068 Computers & Data Storage	2,353	2,900	547		547	81.1%
4069 Web Development	0	1,500	1,500		1,500	0.0%
4450 Archives	180	150	(30)		(30)	120.0%
4901 Grants & Donations S137	(1,000)	5,000	6,000		6,000	(20.0%)
Salaries & Other Staff Costs :- Indirect Expenditure	87,953	212,230	124,277	0	124,277	41.4%
Net Income over Expenditure	86,737	137,119	50,382			
403 Holding Funds						
4048 Contingency	0	5,000	5,000		5,000	0.0%
Holding Funds :- Indirect Expenditure	0	5,000	5,000	0	5,000	0.0%
Net Expenditure	0	(5,000)	(5,000)			
404 Salix						
4054 Loan Repayment	7,592	15,185	7,593		7,593	50.0%
Salix :- Indirect Expenditure	7,592	15,185	7,593	0	7,593	50.0%
Net Expenditure	(7,592)	(15,185)	(7,593)			

Detailed Income & Expenditure by Budget Heading 16/09/2021

Month No: 5

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
<u>405 F & GP Rents</u>						
1001 Rents	9,492	11,300	1,808			84.0%
1090 Interest Received	0	1,500	1,500			0.0%
F & GP Rents :- Income	<u>9,492</u>	<u>12,800</u>	<u>3,308</u>			<u>74.2%</u>
Net Income	<u>9,492</u>	<u>12,800</u>	<u>3,308</u>			
Finance & General Purpose :- Income	184,182	362,149	177,967			50.9%
Expenditure	95,545	232,415	136,870	0	136,870	41.1%
Movement to/(from) Gen Reserve	<u>88,637</u>					
Grand Totals:- Income	184,182	362,149	177,967			50.9%
Expenditure	95,545	232,415	136,870	0	136,870	41.1%
Net Income over Expenditure	<u>88,637</u>	<u>129,734</u>	<u>41,097</u>			
Movement to/(from) Gen Reserve	<u>88,637</u>					

16/09/2021

Chepping Wycombe Parish Council

Page 1

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Summary Income & Expenditure by Budget Heading 16/09/2021

Month No: 5

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
<u>Open Spaces</u>						
Income	4,371	17,350	12,979			25.2%
Expenditure	24,688	81,100	56,412	0	56,412	30.4%
Movement to/(from) Gen Reserve	<u>(20,318)</u>					
<u>Works & Service</u>						
Income	10,684	17,950	7,266			59.5%
Expenditure	23,805	67,204	43,399	0	43,399	35.4%
Movement to/(from) Gen Reserve	<u>(13,121)</u>					
<u>Finance & General Purpose</u>						
Income	184,182	362,149	177,967			50.9%
Expenditure	95,545	232,415	136,870	0	136,870	41.1%
Movement to/(from) Gen Reserve	<u>88,637</u>					
<u>Earmarked Reserves</u>						
Income	0	0	0			0.0%
Expenditure	18,565	365,356	346,791	0	346,791	5.1%
Movement to/(from) Gen Reserve	<u>(18,565)</u>					
Grand Totals:- Income	199,237	397,449	198,212			50.1%
Expenditure	162,604	746,075	583,471	0	583,471	21.8%
Net Income over Expenditure	<u>36,633</u>	<u>(348,626)</u>	<u>(385,259)</u>			
Movement to/(from) Gen Reserve	<u>36,633</u>					

Chepping Wycombe Parish Council - Salaries

September 2021
For F&GP Meeting

Inputs

- CWPC no increase paid as yet (due 01/04/21)
- National Picture
 - Unison claim 10%
 - Employers offer 1.5% raised to 1.75% (recognition of Covid issues) 27th July position
 - Employees considering offer
 - Buckinghamshire have settled on 2%
 - Government recommends 0% (public finance position)
- CPI (12 month) – September 2019 & September 2020 0.7 %
 - July 2021 2.1%
- Bucks C Pension Scheme Employer Contributions (Grounds Team)
 - 21/22 25.1% (to 22/23)
 - No change from 19/20
 - Clerk & Deputy Clerk (not in BC scheme) – 14 % Asst Clerk – no employer contributions
- Living Wage (from April 2020) (was £8.72) £8.91 per hour
 - Applicable to Cleaner only
- Report by Clerk & Warden
- Staff Performance Reviews (Circulated to Staff Committee only)
- 20/21 paid 2.75% as national agreement (eventually but interim 2% paid)
 - And individual unconsolidated bonuses and an 'Hugghenden' uplift for the Clerk
- Budget position 2021/22 tight based upon 1% CPI (may need to vire from General Reserve)

2021/22 Process

- Staff Panel (Chairman, Vice Chairman & Chairman of Committees and the Clerk) meet in August '21 pre national agreement and full set of staff reviews.
- Clerk & Warden withdraw to allow discussions to take place
- To recommend cost of living award
 - To consider impact of national agreement over 1.75%
- To recommend individual uplifts and bonuses (if any) for year 20/21

2021/22 Recommendations

- General uplift of 2% (and review once national figure settled)
- Noted cleaner on Living Wage wef 01/04/2021
- To pay individual unconsolidated bonuses per schedules
- To uplift Clerk's salary by a further 1.5% for a final year (Hughenden Comparison)