

18<sup>th</sup> August 2023

Minutes of the **Main Meeting** for Stantonbury Parish Council held on **Wednesday 16th August 2023 at 7.00pm** at Stantonbury Parish Office, 126 Kingsfold, Bradville, Milton Keynes, MK13 7DX  
For the purpose of transacting the business as set out below.

**Minutes**

	<b>Chair's Welcome and Introduction to meeting</b>	<b>Actions</b>
70/23	<p><b>Present:</b> Cllr Sandra Kennedy Cllr Peter Kirkham Cllr Linda Morgan - Chair Cllr Ann Ronaldson Cllr Paul Baxter Cllr John Warren Cllr Judy Kite Cllr Abid Anwar Cllr Derek Northwood Cllr Carol Northwood</p> <p>Donna Moore – Clerk</p> <p><b>Grant representative from Roman Park Residents Club.</b></p>	
71/23	<p><b>Apologies for Absence:</b> Cllr Kevin Smith – <b>10 votes to accept apologies.</b></p>	<b>Resolved</b>
72/23	<p><b>Declarations of Interest:</b> Under the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012, made under s30 (3) of the Localism Act, members must declare any disclosable pecuniary interest which they may have in any of the items under consideration at this meeting, and any additional interests not previously declared.</p> <p><b>Cllr Kite agenda item 75/23 and 90/23 and Cllr Ronaldson agenda item 91/23.</b></p>	
73/23	<p><b>Public Forum for members of the public to speak:</b> Public participation at a meeting in accordance with standing order 3(e) shall not exceed (15) minutes unless directed by the chair of the meeting. Each member of the public shall not speak for more than (3) minutes in accordance with standing order 3(g).</p> <p><b>Grant representative from Roman Park Residents Club – no comment at this point of the meeting.</b></p>	
74/23	<p><b>Chair's Remarks:</b></p> <ul style="list-style-type: none"> <li>Update on Levelling Up grant applications submitted.</li> </ul> <p><b>Clerk updated Council to confirm we was successful on the adult learning course application, but unfortunately not successful for the drama or drumming workshops.</b></p>	<b>DM</b>

Signature:..... Date: .....

	<b>Clerk confirmed she has spoken to the drama organisation, and they are going to investigate funding for us so we can still hold the event. Clerk to report back.</b>	<b>Noted</b>
	<b>Cllr Kite left meeting.</b>	
75/23	<b>Grant presentation and Application:</b> Council to review and discuss the grant application received from Roman Park Residents Club (Roman Park Management Ltd). A representative to pitch to the Council for £1000. <b>Grant representative introduce themselves and explained the funding would be to support a firework event and the event was open to the public. Cllr raised some questions, and all questions were answered.</b>	<b>DM / TC</b>
	<b>Grant representative left meeting and the Clerk confirmed she would contact them with the outcome. 19:20pm</b> <b>Cllr Kite rejoined meeting</b>	
76/23	<b>Code of Conduct Complaint:</b> Following on from agenda item 12/23. Chair to update the Council. <b>Cllr Morgan requested Cllr C Northwood to update the Council, Cllr C Northwood confirmed the case had been closed and there was no further action to be taken.</b>	<b>Noted</b>
77/23	<b>Minutes:</b> a) Full Council to approve and sign the Minutes of the <b>Main Meeting</b> held on Wednesday 19 <sup>th</sup> July 2023 – <b>No comments. 8 votes in favour, 2 abstained.</b> <b>Resolved</b> b) Full Council to approve and sign the Minutes of the <b>Extraordinary Meeting</b> held on Monday 10 <sup>th</sup> July 2023 – <b>No comments. 8 votes in favour, 2 abstained.</b> <b>Resolved</b>	
78/23	<b>Risk Register and Assessment:</b> Council to discuss the progression of previously identified risks and any new risks that may have arisen.- <b>Clerk advised there has been some graffiti on the Wylie building walls, Parish Rangers have removed it. The incident was not picked up on CCTV.</b>	<b>Noted</b>
79/23	<b>Reports:</b> Crimewave Report – <b>Agreed 10 votes for.</b> Enforcement Officer Report – <b>Agreed 10 votes for.</b> Planning Report – <b>Agreed 10 votes for.</b>	<b>Resolved</b>
80/23	<b>Finance Reports:</b> a) Payments Due over £1000 August 2023 – <b>Agreed 10 votes for.</b> <b>Councillors have refused to authorise the payment for the work carried out at the Community Hub. Office to arrange a meeting with the contractor to discuss. Council agreed to all other payments.</b>	<b>DM/RFO</b>

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	<p>b) Bank Summary July 2023 – <b>Agreed 10 votes for.</b>  c) Payments Made July 2023 – <b>Agreed 10 votes for.</b>  d) Community Hub Summary Income and Expenditure YTD 2023/24 – <b>Agreed 10 votes for.</b></p> <p style="text-align: right;"><b>Agreed</b></p>	
81/23	<p><b>Bank Signatories:</b>  Council to ask for a Councillor to volunteer to be added as a signatory for the CO-OP Bank Account.  <b>Cllr Warren agreed to be added as a bank signatory to replace Cllr Kennedy.</b></p>	<b>RFO</b>
82/23	<p><b>Terms of References:</b>  To discuss and adopt Human Resources Committee Terms of Reference HRTOR240523. -- <b>Agreed 10 votes for. No comments raised.</b></p> <p style="text-align: right;"><b>Resolved</b></p>	<b>TC</b>
83/23	<p><b>S106:</b>  Clerk to update the Council to acknowledge S106 application has been submitted for the Enhancement of existing community halls within the vicinity of the Development. A total £9,256.52. – <b>Clerk updated the Council to confirm we have submitted an S106 application for this funding, and it was for work we have already completed at the Hub, Further S106 applications will be submitted. Acknowledge 10 votes for.</b></p> <p style="text-align: right;"><b>Noted</b></p>	<b>DM</b>
84/23	<p><b>Community Hub:</b></p> <p>a) Does the Council agree to form a separate Committee for the Community Hub to assist with the day to day running. <b>Agreed 10 votes for.</b></p> <p style="text-align: right;"><b>Resolved</b></p> <p>b) Does Council still wish to have a Resident led Working Group for the Community Hub. <b>6 votes against and 4 votes for. Resolved to not continue with the Resident Led working Group as most of the Councillors state we are unable to get residents to join.</b></p> <p>c) If agreed to option a) Council to discuss and agree how many Councillors to be elected for this Committee. <b>Full Council agreed to 5 members, 10 votes for.</b></p> <p style="text-align: right;"><b>Resolved</b></p> <p>d) Council to appoint members to the Committee or Working Group.  <b>Chair asked for nominations, Cllr Kennedy, Cllr Ronaldson, Cllr Kirkham, Cllr Baxter, Cllr C Northwood, Cllr Kite, Cllr Warren (receded his nomination once voting started), Cllr Anwar and Cllr Smith (via email) all wish to be considered.</b></p> <p><b>Clerk explained due to the interest it would need to go for a vote.  Elected members are.  Cllr Ronaldson  Cllr Kirkham  Cllr Baxter  Cllr C Northwood  Cllr Kite</b></p> <p style="text-align: right;"><b>Agreed</b></p>	<b>DM / TC</b>

Signature:..... Date: .....

85/23	<p><b>Skips:</b> Council to consider more locations or skips. <b>Chair requested the agenda item gets deferred to place on the next Community Projects meeting, then back onto Main Meeting in September as she would like to try and go for additional funding from MK City Council. Agreed 10 votes for.</b></p> <p style="text-align: right;"><b>Agreed</b></p>	<b>DM</b>
86/23	<p><b>Bradwell Road Play Park:</b> a) Council to agree to spend no more than £5,000 to repair park. Milton Keynes City Council will try and match fund the total project cost. – <b>Agreed 10 votes for. Council wishes to ask MK City Council for a baby swing seat to replace a normal swing seat at this park to cater for all ages. MK City Council to provide a plan.</b></p> <p style="text-align: right;"><b>Resolved</b></p> <p>b) Council to agree to use funds from Match Funding Projects budget. <b>Agreed 10 votes for.</b></p> <p style="text-align: right;"><b>Resolved</b></p>	<b>DM/RFO</b>
87/23	<p><b>Harrowden Play Park:</b> a) Council to agree to spend no more than £5,000 to repair park. Milton Keynes City Council will try and match fund the total project cost. <b>Agreed 10 votes for. Council also commented if there was money left over and not spent on this park for it to be allocated to Bradwell Road Play Park.</b></p> <p style="text-align: right;"><b>Resolved</b></p> <p>b) Council to agree to use funds from Playground Maintenance budget. <b>Agreed 10 votes for.</b></p> <p style="text-align: right;"><b>Resolved</b></p>	<b>DM/RFO</b>
88/23	<p><b>CIF Fund Application:</b> Council to review and discuss backing paper and vote on how they wish to proceed. <b>Clerk confirmed upon looking at the application form, to make our application stronger we must hit 4 criteria. Clerk provided examples on suggestions we could do to improve our application (as per the backing paper).</b></p> <p><b>Council agreed to look into get a price for a completely new flooring. Council agreed to allow a spend up to £20,000 to match fund CIF allocation. Application suggestions must be sent to councillors before 31<sup>st</sup> August.</b></p> <p><b>Council also wishes to complete S106 application as well.</b></p> <p><b>Agreed 10 votes for.</b></p> <p style="text-align: right;"><b>Resolved</b></p>	<b>DM / TC / RFO</b>
89/23	<p>a) <b>Vote to agree to hold a confidential Part 2 of the meeting at which press, and public will be excluded under the Public Bodies (Administration to Meetings) Act 1960 section (2). – Agreed 10 votes for.</b></p>	

Signature:..... Date: .....

	b) <b>Vote to allow a staff member/s to remain in the confidential Part 2 of the meeting. – Agreed 10 votes for.</b>	<b>Resolved</b>
<b>Confidential - Part 2 - Consideration of matters related to the following items:</b>		
<b>Cllr Kite left meeting.</b>		
90/23	<b>Grant Application:</b> Following on from Agenda item 75/23, Full Council to discuss and vote on Roman Park Residents Club (Roman Park Management Ltd) grant application. <b>Councillors requested conditions to be added to the agreement of awarding the funds. Roman Park Residents Club, to make sure they have relevant Insurance, Training and Permissions in place.</b> <b>Council agreed 6 votes for, to award full grant request, 2 abstain, 1 against.</b>	<b>DM / TC/ RFO</b>
	<b>Cllr Kite rejoined meeting. Cllr Ronaldson left meeting.</b>	
91/23	<b>Grant Application:</b> Council to review, discuss and vote on the grant application received from All Bradville Residents Association for £500.00. <b>Councillors had no concern full grant request was agreed.</b> <b>9 Votes for.</b>	<b>DM / TC/ RFO</b>
		<b>Resolved</b>

**Meeting closed 20:40pm**

Signature:..... Date: .....

August 2023 Update

**Cameras currently deployed:**

- Albany Court, Stantonbury
- Kingsfold, Bradville
- Nightingale Crescent, Bradville

**Albany Court, Stantonbury:**

- This camera is in place due to environmental issues.
- We are continuing to review this camera regularly.

**Kingsfold, Bradville:**

- This camera is in place due to reports of ASB, drug issues and youths being approached within the area.
- We are continuing to review this camera regularly.

**Nightingale Crescent, Bradville:**

- This camera is in place due to environmental issues.
- On the 4<sup>th</sup> August 2023, we observed a littering offence from the driver of a vehicle. We have supplied an evidence pack to Milton Keynes Environmental Crime Unit for investigation and the vehicle owner has since received a fixed penalty notice.
- On the 9<sup>th</sup> August 2023, we observed a littering offence from the driver of a vehicle. We have supplied an evidence pack to Milton Keynes Environmental Crime Unit for investigation.
- On the 11<sup>th</sup> August 2023, we observed a littering offence from the driver of a vehicle. We have supplied an evidence pack to Milton Keynes Environmental Crime Unit for investigation.
- On the 14<sup>th</sup> August 2023, we observed a littering offence from the driver of a vehicle. We have supplied an evidence pack to Milton Keynes Environmental Crime Unit for investigation.
- On the 16<sup>th</sup> August 2023, we observed a littering offence from the driver of a vehicle. We have supplied an evidence pack to Milton Keynes Environmental Crime Unit for investigation.
- On the 28<sup>th</sup> August 2023, we observed a littering offence from the driver of a vehicle. We have supplied an evidence pack to Milton Keynes Environmental Crime Unit for investigation.
- We are continuing to review this camera regularly.

**Additional Information:**

- On the 27<sup>th</sup> May 2023, we observed a littering offence from the driver of a vehicle at Albany Court. The vehicle owner has since received a fixed penalty notice.



## Rangers Report August 2023

### Tip runs.

10 tip runs this month totaling 1360KG of waste taken.

Break down of what was taken.

360KG from bush cutting from Hadrians Drive Bancroft

860KG from the Allotment

140KG from grass cuttings from the Community hub and litter pick from Stantonbury.

### Bush cutting

We have cut back the bushes on the pathways along Hadrians Drive Bancroft. Below are just few examples of what we done.



### Allotment

Three allotment plots have been cleared ready for new tenants. We were also asked to cut a tree back from a fence at the allotment due to the home owner getting a new fence.





### **Book case**

The new book case for the Community was delivered but when it was unwrapped for construction we found that it was damaged and has had to be returned and we are waiting foer the new one to be delivered.

### **Patrols**

Patrols of all the estates has been done on a weekly bases making sure that all hot spots are checked twice a week for flytipping.

### **Flytipping**

Flytipping is still an issue thought the Parish. Please see some of the examples below.

#### **Bradville**



#### **Linford Wood**



## **Bleed control cabinets**

The bleed control cabinets have now been installed at the Parish Office and the Community hub.



## **Shopping Trolleys**

Abandoned shopping trolleys are still an issue throughout the Parish.

Here a list of how many and the stores they have come from that have been returned.

- 1 Sainsburys
- 1 B & Q
- 1 Pets at Home
- 2 Asda
- 8 Aldi

**David Outram**  
**Parish Ranger Supervisor**

# D & L Environmental

## Enforcement activities month August 2023 (Stantonbury Parish Council)

I have continued to work in a safe manor, as always wearing disposable gloves when investigating fly-tipping/waste issues,

From September I will be listing the amount of time I spend patrolling each of the estates covered by the parish

Estate,	Activities	Outcome	Extraordinary
Bradville	15 Fly tips in this area	All of the flytips have been investigated, And reported to MKC for removal	<p><b>Fly tip with evidence</b> One which I found in Woodstock court consisting of cardboard with label on, I visited the concerned and spoke with the resident, who I asked to remove the cardboard by the end of the day, later on that morning I received a phone call from the Environmental crime unit at mkc to ask if I had visited the property concerned, as a relative of the resident I spoke to had called to complain about my visit, I then spoke to the relative concerned and explained that I could have reported them for fly tipping rather than a warning, no further action was taken.</p> <p><b>Pallets dumped in woodstock,</b> a resident reported via the office about pallets being dumped in woodstock court, And that they had come from a property being renovated in Harrowden, I spoke with the builders at the property who informed that some men had asked</p>



			<p>the previous day if they could have the pallets, as I walked back to the pallets with the contractor, the men who had taken them were by the pallets, they had said they left them there overnight to remove them the next day, no further action was taken just a warning about fly tipping,</p> <p><b>Rear of Kingsfokd large pile of Timber</b>  Large pile of timber at the rear of a property including doors etc, I visited but no one at home, left a calling note, the resident called me back to say he had a skip booked fir the timber and it would be arriving the next day, both the skip and timber was cleared within a couple of days.</p>
<p><b>Bancroft</b>  <b>Bancroft Park</b>  <b>Oakridge Park</b>  <b>Bluebridge</b>  <b>Linford wood</b></p> <p><b>Stantonbury Fields</b></p> <p><b>NOS canisters</b></p>	<p>No issues reported  No issues reported  No issues reported  No issues reported  Two fly tips found</p> <p>Large fly tip found in stantonbury Fields park area with evidence</p> <p>1 found in Bradville</p>	<p>again in Enfield chase by the phone mast</p>	<p>There was a considerable amount of evidence found in this relating to a business located in Linford wood,</p>
<b>Stantonbury</b>	19 Fly tip in this area	All have been investigated and then cleared by Mkc/Serco	One has been found with evidence, and now MKC ECU are investigating,

			<p>This fly tip was also set fire to twice before it was cleared</p> <p><b>Stowe court resident issues</b> I was asked to visit a resident re waste issues in adjoining property, I attended and determined that this was not with my remit as there wasn't a waste issue, I did however refer the residents issues to the mkc housing department who are now attending,</p> <p><b>Kersey waste sacks out,</b> While on patrol in Kersey I found several sacks out relating to an address, I visited the property concerned but no one at home, I did however put the sacks back on their front drive and left a calling note, they didn't call back and when I revisited a couple of days later the sacks had been removed.</p> <p><b>Walshes Manor builders waste at rear,</b> Resident doing some building works at the rear of the property had left the waste on public land, I spoke with them and the order a skip and removed the waste over the weekend,</p> <p><b>Rosendale waste out on the corner</b> I investigated the waste but no evidence found, I stickered the waste sacks, that afternoon a resident had noticed the stickers</p>
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			<p>and called me to say that the waste was his and he would remove it,</p> <p><b>Rowle close waste and sofa at rear of the property</b>  A sofa a waste at the rear of a property, I called the property but no one at home, I also stickered the waste, left a calling note also, when a checked the next all the waste had been cleared</p>
<b>FINES ISSUED</b>			<p>One Issued and paid by a resident of Bradville for fly tipping  A court date for another resident of Bradville has been set for October, for fly-tipping in Bradville</p>
<b>Abandoned Vehicles</b>	Two reported and removed I am monitoring one that is currently fully legal but may be abandoned,		

<b>Dog Fouling</b>	<b>Outcome</b>
Dog fouling patrols	<p>I have been conducting several dog fouling patrols around the areas concerned speaking to dog owners advising them how to clear up after their dogs and the correct way to dispose the dog waste, I have also continued to put up the new PSPO signs on lamposts</p> <p>Patrols of Stanton Low, Stonepit Fields, along Railway walk, Abby way, Bradwell road sports fields, Bancroft Park areas, there has been a slight increase in dog fouling across the areas, I am patrolling various times of these area,</p> <p><b>Stanton Low dog fouling</b>  Donna has asked myself to conduct more frequent patrols of Stanton Low, after a request from the parks trust re dog fouling, and more dog poo bins being put in place,  SPC currently have 4 dog poo bins in place around Stanton low, the parks trust currently have three bins that except dog waste, during my patrols I have observed several dog walkers using all the bins provided,there are parks trust signs saying to keep dogs on leads around the play area, todate I have only come across one dog poo by the play area,  Generally it is quite clear of dog fouling but at times there can be areas where there are dog poos that have not been picked up</p>

Regular patrols

I continue to patrol all the areas covered by SPC, on the lookout for dog fouling, fly tipping etc,  
if any of the Councillors feel there are certain areas that require more attention please let me know



**Planning Backing Paper for MM 20.09.23  
For period 11.08.23 – 14.09.23**

<b>Parish Location</b>	<b>Application Type</b>	<b>Address</b>	<b>Application Number</b>	<b>Proposal</b>	<b>Closing Date for comments</b>	<b>Current Status</b>
Bradville	Planning Permission Granted	35 Withington Bradville MK13 7DS	23/01256/HOU	The erection of a single storey rear extension with roof lights and part ground floor and first floor side extension with roof lights	N/A	Full permission granted. Application closed.
Bradville	Planning Conditions-Split Decision	Stanton High Cottage, Bradville, MK13 7AY	23/01238/Discon	Approval of details required by condition 5 (Access), condition 9 (Hard and soft landscaping), condition 10 (Floor and slab levels), condition 11 (Boundary treatments) and condition 13 (Landscape management and maintenance) of permission ref. 20/00933/OUT	N/A	<b>Split Decision for conditions. Refused conditions were: 9/11/13. Approved 5/10.</b>

**Planning Backing Paper for MM 20.09.23  
For period 11.08.23 – 14.09.23**

<b>Parish Location</b>	<b>Application Type</b>	<b>Address</b>	<b>Application Number</b>	<b>Proposal</b>	<b>Closing Date for comments</b>	<b>Current Status</b>
Bradville	Discharge of Conditions	Stanton High Cottage Mercers Drive Bradville Milton Keynes MK13 7AY.	23/01821/DISCON	Approval of details required by conditions 9 (Landscaping), 11 (Boundary Treatments) and 13 (Landscape Management & Maintenance) of permission ref. 20/00933/OUT.	N/A	Still await outcome of remainder of conditions.
Bradville	New Application	5 Naseby Court Bradville Milton Keynes MK13 7EP.	23/01838/HOU	Demolition of existing conservatory, the erection of a part single part two storey rear extension and side garage extension, and changes to windows and doors on the front and west elevations.	26.09.23	-request for extension for receipt of comments sent. No response.  -KS Declared an Interest.  Await decision.
Bradville	New Application	21 Howitt Drive, Bradville, Milton Keynes, MK13 7DY	23/01838/HOU	Erection of a two-storey rear extension.	11.10.23	

**Planning Backing Paper for MM 20.09.23  
For period 11.08.23 – 14.09.23**

<b>Parish Location</b>	<b>Application Type</b>	<b>Address</b>	<b>Application Number</b>	<b>Proposal</b>	<b>Closing Date for comments</b>	<b>Current Status</b>
Linford Wood	Discharge of conditions	Marlborough Court, Sunrise Parkway, Linford Wood, MK 14 6DY.	23/01820/DISCON	Approval of details required by condition 2 (CEMP) of permission ref 21/03008/PNNDAC.	04.09.23	No comments required. Info only. Await decision.
Linford Wood	Discharge of conditions	Marlborough Court, Sunrise Parkway, Linford Wood, MK14 6DY	23/01829/DISCON	Details submitted pursuant to discharge of condition 3 (Bicycle parking) attached to planning permission 23/00315/PRIOR	04.09.23	No comments required. Info only. Await decision.
Linford Wood	Discharge of conditions	Marlborough Court, Sunrise Parkway, Linford Wood, MK14 6DY.	23/01830/DISCON	Details submitted pursuant to discharge of condition 3 (cycle shelter) attached to planning permission 23/00358/PRIOR.		
Linford Wood	Discharge of conditions	Marlborough Ct, Sunrise Parkway, Linford Wood, MK14 6DY	23/01518/DISCON	Prior approval for the change of use from office (Use Class E) to 17 residential units (Use Class C3).	N/A	Conditions Refused.
Linford Wood	Discharge of conditions	Marlborough Court, Sunrise Parkway, Linford Wood, MK14 6DY.	23/01999/DISCON	Approval of details required by Condition 5 (Drainage).	N/A	No comments required. Info only. Await decision.

**Planning Backing Paper for MM 20.09.23  
For period 11.08.23 – 14.09.23**

<b>Parish Location</b>	<b>Application Type</b>	<b>Address</b>	<b>Application Number</b>	<b>Proposal</b>	<b>Closing Date for comments</b>	<b>Current Status</b>
Oakridge Park	New Application	6 Kerry Hill, Oakridge Park, MK14 6GG.	23/02043/HOU	Erection of single storey rear extension.	11.10.23	Await decision.

<b>Parish Location</b>	<b>Application Type</b>	<b>Address</b>	<b>Application Number</b>	<b>Proposal</b>	<b>Closing Date for comments</b>	<b>Current Status</b>
Stantonbury	New Application	35 Burnet Stantonbury Milton Keynes MK14 6AJ	23/02002/HOU	Erection of single-storey rear extension and the conversion of the garage into a downstairs bedroom.	06.10.23	Await decision.

**No applications received for Bancroft/Bancroft Park/Blue Bridge.**

**No licences or complaints received.**

## **Payments Due over £1000**

Stantonbury Parish Council

September 2023

<b>Contact</b>	<b>Description</b>		<b>Total</b>
Mac Landscapes and Maintenance	CH Maintenance	£	9,140.00
Crimewave Limited	CCTV Services	£	5,418.00
D Haynes Roofing Ltd	Wylie Maintenance	£	1,140.00
Tickford Security Systems Ltd	Security Services	£	1,140.00
Aegis Support Services	Keyholding Services	£	1,062.00
<b>Total</b>		<b>£</b>	<b>17,900.00</b>

**Signature:** ..... **Date:** .....

**Chair - Stantonbury Parish Council**

**Signature:** ..... **Date:** .....

# Bank Summary

## Stantonbury Parish Council

For the period 1 August 2023 to 31 August 2023

ACCOUNT	STATUS	OPENING BALANCE	CASH RECEIVED	CASH SPENT	BANK REVALUATION	CLOSING BALANCE
<b>Bank</b>						
CCLA PSDF - 0143380001PC	Active	277,545.12	101,149.25	-	-	378,694.37
Charity Bank Ethical Easy Access	Active	122,135.74	-	-	-	122,135.74
Co-operative Bank Current	Active	107,982.38	231,461.12	130,043.76	-	209,399.74
Nationwide 125 Day Saver	Active	138,865.32	349.26	-	-	139,214.58
Petty Cash	Active	142.73	95.00	28.78	-	208.95
Santander Business Reserve	Active	124,846.52	326.58	-	-	125,173.10
Santander Current	Active	1,386.88	-	-	-	1,386.88
Soldo Prepaid Debit Cards	Active	734.27	764.74	174.86	-	1,324.15
SUMUP Card Charges Taken at Source	Active	-	11.82	10.99	-	0.83
Unity 12 Month Fixed Term Deposit	Active	-	125,000.00	-	-	125,000.00
Unity Trust Bank - Instant Access	Active	126,935.32	-	125,000.00	-	1,935.32
<b>Total Bank</b>		<b>900,574.28</b>	<b>459,157.77</b>	<b>255,258.39</b>	<b>-</b>	<b>1,104,473.66</b>
<b>Total</b>		<b>900,574.28</b>	<b>459,157.77</b>	<b>255,258.39</b>	<b>-</b>	<b>1,104,473.66</b>

## Payments Made

Stantonbury Parish Council

For the period 1 August 2023 to 31 August 2023

<b>Date</b>	<b>Description</b>	<b>Amount</b>
01 Aug 2023	ASDA	£ 6.75
01 Aug 2023	Soldo DD	£ 8.40
02 Aug 2023	Aldi	£ 1.20
02 Aug 2023	Co-op	£ 1.90
02 Aug 2023	Trade UK	£ 5.54
02 Aug 2023	Amazon	£ 7.99
02 Aug 2023	Trade UK	£ 14.00
02 Aug 2023	Aldi	£ 14.74
02 Aug 2023	Amazon	£ 14.99
02 Aug 2023	Amazon	£ 24.98
02 Aug 2023	O2 DD	£ 49.26
02 Aug 2023	Martin White Football Factory	£ 240.00
02 Aug 2023	Bill's Minibus & Coach Hire Limited	£ 695.00
02 Aug 2023	Bank Transfer from Unity Trust Bank - Instant Access to Unity 12 Month Fixed Term Deposit	£ 125,000.00
04 Aug 2023	Xero (UK) Ltd	£ 52.80
04 Aug 2023	PORTLAND JANITORIAL York StreetAYRKA8 8AN LNDGBR	£ 97.54
07 Aug 2023	British Gas DD CH Elec	£ 70.20
08 Aug 2023	Co-op	£ 1.50
08 Aug 2023	O2 DD	£ 38.76
08 Aug 2023	BrightHR DD	£ 99.62
09 Aug 2023	SumUp Payments	£ 6.76
09 Aug 2023	Tesco	£ 14.70
09 Aug 2023	Society Of Local Council Clerks	£ 337.00
15 Aug 2023	fuelGenie DD	£ 152.83
16 Aug 2023	Aldi	£ 2.40
16 Aug 2023	Bank Transfer from Co-operative Bank Current to Soldo Prepaid Debit Cards	£ 750.00
16 Aug 2023	Bank Transfer from Co-operative Bank Current to CCLA PSDF - 0143380001PC	£ 25,000.00
17 Aug 2023	lidl	£ 3.73
17 Aug 2023	Trade UK	£ 5.00
17 Aug 2023	Trade UK	£ 9.08
17 Aug 2023	Amazon	£ 57.56
17 Aug 2023	Skyline Taxis	£ 63.89
17 Aug 2023	Jackie Bennett	£ 306.00
17 Aug 2023	Viking	£ 358.80
17 Aug 2023	D&L Environmental	£ 673.75
17 Aug 2023	Bank Transfer from Co-operative Bank Current to CCLA PSDF - 0143380001PC	£ 25,000.00
18 Aug 2023	lidl	£ 1.20
18 Aug 2023	CH Deposit Refund	£ 100.00
18 Aug 2023	CH Deposit Refund	£ 100.00
18 Aug 2023	Society Of Local Council Clerks	£ 187.00
18 Aug 2023	All Bradville Residents Association	£ 500.00

18 Aug 2023	Roman Park Management Limited	£	1,000.00
18 Aug 2023	Turtle Engineering Limited	£	1,020.00
18 Aug 2023	Marcus Young	£	1,086.72
18 Aug 2023	HMRC	£	3,459.02
18 Aug 2023	Bucks LGPS Pension Scheme	£	5,103.40
18 Aug 2023	Bank Transfer from Co-operative Bank Current to CCLA PSDF - 0143380001PC	£	25,000.00
23 Aug 2023	Total Energies DD	£	307.85
23 Aug 2023	Bank Transfer from Co-operative Bank Current to CCLA PSDF - 0143380001PC	£	25,000.00
24 Aug 2023	Co-op	£	1.35
24 Aug 2023	Aldi	£	3.75
24 Aug 2023	SumUp Payments	£	4.23
25 Aug 2023	Cllr Allowances	£	436.56
25 Aug 2023	Payroll - Salaries	£	11,488.41
28 Aug 2023	Aldi	£	1.20
29 Aug 2023	Mailchimp	£	0.69
29 Aug 2023	Co-op	£	1.65
29 Aug 2023	Mailchimp	£	25.35
30 Aug 2023	Aldi	£	1.45
30 Aug 2023	Aldi	£	5.18
30 Aug 2023	Timpson	£	35.00
31 Aug 2023	Mirus DD	£	230.45
<b>Total</b>			<b>£ 254,287.13</b>

**Signed:** ..... **Date:**.....

**Chair - Stantonbury Parish Council**

**Signed:**..... **Date:**.....



## Community Hub Income & Expenditure YTD as at 14.09.23

Stantonbury Parish Council

For the period 1 April 2023 to 31 March 2024

Account		INCOME		EXPENSE		Running Balance (GBP)
Income CH VAT Exempt	£	3,085.00	£	87.50	£	2,997.50
4360 CH Social Events	£	-	£	26.32	£	26.32
4380 CH Maintenance	£	35.83	£	9,732.34	£	9,696.51
4381 CH Hall/Cafe Equipment	£	302.48	£	626.77	£	324.29
4385 CH Utilities	£	-	£	917.70	£	917.70
4388 CH Cleaning	£	-	£	880.16	£	880.16
4389 CH Security/Fire Services	£	-	£	439.96	£	439.96
4390 CH Reserves £7000 + £2851 + £2088 2023/24 Reserves	£	158.00	£	8,230.41	£	8,072.41
					£	20,357.35
<b>Total</b>	<b>£</b>	<b>3,581.31</b>	<b>£</b>	<b>20,941.16</b>		

This report uses the most up-to-date exchange rate data available from XE.com to convert foreign currency to base currency, unless you've entered your own rate.



# Proposal Form

Date Proposal Submitted..... 6/9/23.....

**Agenda Item:**

We propose that Committees be allowed to elect a Vice Chair to support the Chair in setting the Agenda + chairing meetings if the Chair is unavailable.

**Background Information:**

We envisage it being particularly helpful to HR and Finance + less necessary to Community Projects + General Purposes.

**Background Documents:**

None

**Costs:**

*Insert detail of costs associated with the decision that you are asking the council to make. All costs must be checked by the RFO before proposal is sent to the Clerk to confirm budget availability.*

None

**RFO Comments:**

Not needed.

**Recommendation:**

Proposed: S. Kennedy Signed: Sandra Kennedy Date: 6/9/23

Seconded: [Signature] Signed: \_\_\_\_\_ Date: 6/9/23

**Agenda item requests must be received by the Clerk at least 7 days before the meeting at which you'd like your item to be considered.**

From: Donna Moore  
Sent: 11 September 2023 21:45  
To: Donna Moore  
Subject: FW: [EXTERNAL] RE: Committee Structure

Kind regards

Donna

Donna Moore  
Clerk

Stantonbury Parish Council  
Parish Office, 126 Kingsfold, Bradville, Milton Keynes, MK13 7DX

Tel: 01908 227201  
Mobile: 07305 076483

e mail: [info@stantonburyparishcouncil.org.uk](mailto:info@stantonburyparishcouncil.org.uk)

Facebook [www.facebook.com/stantonburyparishcouncil/](http://www.facebook.com/stantonburyparishcouncil/)

Visit the Parish Council web site at [www.stantonburyparishcouncil.org.uk](http://www.stantonburyparishcouncil.org.uk)

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From: Donna Moore  
Sent: Thursday, August 17, 2023 11:15 AM  
To: BALC Mailbox <[BALC@bucksalc.gov.uk](mailto:BALC@bucksalc.gov.uk)>  
Subject: RE: [EXTERNAL] RE: Committee Structure

Thank you for confirming.

Kind regards

Donna

Donna Moore  
Clerk

Stantonbury Parish Council  
Parish Office, 126 Kingsfold, Bradville, Milton Keynes, MK13 7DX

Tel: 01908 227201  
Mobile: 07305 076483

e mail: [info@stantonburyparishcouncil.org.uk](mailto:info@stantonburyparishcouncil.org.uk)

Facebook [www.facebook.com/stantonburyparishcouncil/](http://www.facebook.com/stantonburyparishcouncil/)

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From: BALC Mailbox <BALC@bucksalc.gov.uk>  
Sent: Thursday, August 17, 2023 10:17 AM  
To: Donna Moore <donna.moore@stantonburyparishcouncil.org.uk>  
Cc: BALC Mailbox <BALC@bucksalc.gov.uk>  
Subject: RE: [EXTERNAL] RE: Committee Structure

Good Morning Donna

The Standing Orders would need to be changed if council require every committee to have a vice chair as well as a chair. If it is just for this committee the resolution to appoint will show in their minutes that will be circulated as an agenda item -Council to note x committee minutes (previously circulated and taken as read).

Kind Regards

Helen Hogan

Conference 2023 - Communities: Enrichment & Resilience October 17th book now

From: Donna Moore <donna.moore@stantonburyparishcouncil.org.uk>  
Sent: Wednesday, August 16, 2023 9:45 AM  
To: BALC Mailbox <BALC@bucksalc.gov.uk>  
Subject: [EXTERNAL] RE: Committee Structure

Thank you for this, this is great.

Can I just confirm if they wish to appoint a vice chair for the committee and that is resolved would I need to amend the Standing Orders section 4 to basically just say Council resolved to appoint vice chair for the committees?

Kind regards

Donna

Donna Moore  
Clerk

Stantonbury Parish Council  
Parish Office, 126 Kingsfold, Bradville, Milton Keynes, MK13 7DX

Tel: 01908 227201  
Mobile: 07305 076483

e mail: [info@stantonburyparishcouncil.org.uk](mailto:info@stantonburyparishcouncil.org.uk)

Facebook [www.facebook.com/stantonburyparishcouncil/](http://www.facebook.com/stantonburyparishcouncil/)

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From: BALC Mailbox <[BALC@bucksalc.gov.uk](mailto:BALC@bucksalc.gov.uk)>  
Sent: Tuesday, August 15, 2023 4:37 PM  
To: Donna Moore <[donna.moore@stantonburyparishcouncil.org.uk](mailto:donna.moore@stantonburyparishcouncil.org.uk)>  
Cc: BALC Mailbox <[BALC@bucksalc.gov.uk](mailto:BALC@bucksalc.gov.uk)>  
Subject: Committee Structure

You asked about appointing a vice chair in addition to a chair. There is no obligation to appoint a vice chair either to full council or committees, however this does not prevent a vice chair from being appointed. The decision is made by council to appoint or not as they see fit.

Hope this helps, if I can be of further assistance I am happy to hear from you.

Kind Regards

Helen Hogan

Conference 2023 - Communities: Enrichment & Resilience October 17th book now

Document No: CHC130923



## COMMUNITY HUB COMMITTEE

### TERMS OF REFERENCE

Signed:  
The Chair of Community Hub Committee

Date:

Signed:  
The Chair of Stantonbury Parish Council

Date:

## Document History

<b>Created by Clerk</b>	<b>10/07/2023</b>
<b>Reviewed and agreed by Community Hub Committee</b>	<b>13/09/2023</b>
<b>Reviewed and adopted at Main Meeting</b>	<b>20/09/2023</b>

**DRAFT**

## **Community Hub Committee Terms of Reference**

**Purpose:** To promote the use of the Hub as a centre for use by local people, organisations and businesses. To ensure the Hub is an accessible, safe location. To encourage use of the Hub for activities aimed at increasing community links and overcoming social isolation.

### **Quorum:**

5 Parish Councillors to be appointed annually at the Annual Council Meeting. The quoracy of the Committee shall be no less than 3 members.

### **Chair:**

The Chair is to be elected by the Community Hub Committee at their first Meeting following the Annual Council Meeting.

### **Meetings:**

At least 6 meetings a year at the Parish Council Office on a weekday on dates to be agreed by the Committee or as requested as per the Chair of the Committee.

### **Duties:**

- To ensure the efficient operation and management of the Hall, including to consider health and safety issues in relation to the use of Hall.
- Review Booking Conditions and Use of Hall.
- Ensure insurance requirements and liabilities are complied with consider aspects of repairs and maintenance.
- Review charges on an annual basis.
- Liaise/consult with hirers/users of the Hall.
- Review security of the building.
- Arrange publicity and marketing.
- Review budget on a regular basis including income and expenditure.
- Make recommendations to the full Council.
- The Committee may be authorised with power to act for a specific matter on a specific occasion by the full Council.

### **Delegated Powers**

- Committee to have delegated powers for all the above items.
- Committee to have a budget allocated annually.
- Authorised to spend up to £5000.

### **Meeting Requirements**

- a) All members of the Committee are to take relevant training.

Councillors wishing to resign from a Committee must do so by notifying the Clerk.



# Quote

Mac Landscapes And Maintenance  
5 Moray Place Bletchley  
Milton Keynes  
mk37nw  
Phone: 01908319905, 07772237349  
macmaintenance92@gmail.com

Stantonbury Parish Council  
The Community Hub Cleveland Bradville  
Milton Keynes  
Mk137ba

Customer number	Document number	Page	Date	Valid to
1194	1268	1 / 1	31/08/2023	29/11/2023

## To lift and relay council path

Item	Quantity	Price	Total
Aggregates and materials Labour and waste To supply materials to lift and relay section off patio.  Price includes grab trucks for any waste to be taken away and labour.  Heras fencing will be supplied from myself for health and safety and any other barriers that are required.	1	1,742.56	1,742.56

**Total**

**£1,742.56**

The work will be invoiced upon completion. Payment on completion off job

Bank detail will be on invoice thanks

(PRICES MAY VARY DUE TO PRICES OFF MATERIALS CHANGING)

15<sup>th</sup> September 2023

Minutes of the **Community Hub Committee Meeting** for Stantonbury Parish Council held on **Wednesday 13<sup>th</sup> September 2023 at 9.00am** at Stantonbury Parish Office, 126 Kingsfold, Milton Keynes, MK13 7DX for the purpose of transacting the business as set out below.

**Minutes**

01/23	<b>Welcome and Introduction to Community Hub Committee meeting.</b>	<b>Actions</b>
02/23	<b>Present:</b> <b>Cllr Carol Northwood</b> <b>Cllr Derek Northwood</b> <b>Cllr Paul Baxter</b> <b>Cllr Ann Ronaldson</b> <b>Cllr Judy Kite</b>  <b>Donna Moore - Clerk</b>	
03/23	<b>Elect a Chair for the Community Hub Committee:</b> <b>Cllr Ronaldson nominated Cllr Kite, seconded by Cllr C Northwood, Took to a vote. 5 votes for, resolved Cllr Kite is Chair for Community Hub Committee.</b>	<b>Resolved</b>
04/23	<b>Apologies for Absence: - None</b>	
05/23	<b>Declarations of Interest:</b> Under the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012, made under s30 (3) of the Localism Act, members must declare any disclosable pecuniary interest which they may have in any of the items under consideration at this meeting, and any additional interests not previously declared. <b>None</b>	
06/23	<b>Public Forum for members of the public to speak:</b> <i>Public participation at a meeting in accordance with standing order 3(e) shall not exceed (15) minutes unless directed by the chair of the meeting. Each member of the public shall not speak for more than (3) minutes in accordance with standing order 3(g)</i> <b>A member of public queried the DBS agenda item, Clerk explained currently no councillors have a DBS Check.</b>	
07/23	<b>Chairs Remarks: - None</b>	
08/23	<b>Risk Management:</b> <b>Clerk informed Committee further CCTV training took place and Clerk to arrange for a manual to be created when the Document Controller is back.</b>	<b>TC</b>
09/23	<b>Terms of Reference:</b> Committee to discuss and adopt Terms of Reference. <b>Committee reviewed no changes requested – agreed to accept 5 votes for.</b>	<b>ST / DM</b>

Signature:..... Date: .....

		<b>Agreed</b>	
10/23	<p><b>Booking system:</b></p> <p>a) Committee to discuss and agree who should have access to the booking system (Teamup). <b>Committee agreed Community Hub Chair to have admin rights, all other committee members to have read only access and to use “Info” email address – Rangers also to have read only access.</b></p> <p>b) Committee to discuss and review current booking form and consider having the form online. – <b>Committee agreed to create online booking form.</b></p> <p><b>New box to be added to the booking form reference chairs and tables.</b></p>	<b>Agreed</b>	<p><b>ST</b></p> <p><b>ST / TC</b></p>
11/23	<p><b>Commercial Bins:</b></p> <p>Committee to discuss the need to have a Commercial bin at a monthly cost of £49.53.</p> <p><b>Committee reviewed and felt there wasn’t enough need for it now, Committee will revisit, if hall is booked more often.</b></p> <p><b>5 votes against having a Commercial bin.</b></p>	<b>Agreed</b>	<p><b>ST</b></p>
12/23	<p><b>DBS Checks:</b></p> <p>Committee to discuss and agree Committee members to have a enhance DBS Check at a cost of £38.00 per person.</p> <p><b>All agreed to have a DBS Checks – Office to sort with Committee members.</b></p>	<b>Resolved</b>	<p><b>ST</b></p>
13/23	<p><b>Community Hub opening hours:</b></p> <p>Committee to discuss Community Hub opening hours and make recommendation to Full Council.</p> <p><b>Committee was made aware there is nothing in the transfer deeds to say we must close the Community Hub at 10pm. Committee feels its better for the residents in Bradville to close the building at 10pm and not 11pm and wish to make a recommendation to Full Council. Office to change the daily rate on the Terms and Conditions.</b></p> <p><b>Office to report back to Committee if losing hall hirers due to the change in hours.</b></p> <p><b>5 votes for</b></p>	<b>Agreed</b>	<p><b>ST</b></p>
14/23	<p><b>Opening and Closing of Hub:</b></p> <p>Committee to review how the hall is being opened and closed and discuss if they wish to look into different options.</p>		

Signature:..... Date: .....

	<p><b>Committee raised concerns at the cost of a 3<sup>rd</sup> party company opening and closing the Hub at weekends, Office to look into if they charge us if hirer isn't ready to leave at the agreed time.</b></p> <p><b>Committee agreed to check if a councillor could unlock and lock first, if not then ask the 3<sup>rd</sup> party to sort.</b></p> <p><b>Committee requested to add to the booking form to make hirers aware an additional charge will be added if hirer isn't ready to leave at the end of their booking.</b></p> <p style="text-align: right;"><b>Agreed</b></p>	<p><b>ST</b></p> <p><b>ST</b></p>
15/23	<p><b>CCTV:</b> Committee to discuss and agree who should have access to the CCTV. <b>Committee agreed Cllr C Northwood, Cllr Baxter, Cllr Kite to have access, Office to check if there is a cost to this.</b></p> <p style="text-align: right;"><b>Agreed</b></p>	<b>ST</b>
16/23	<p><b>Parking:</b> Committee to discuss if they wish to look into placing bollards / barriers on the paving to stop vehicles parking on it. <b>Committee agreed Office staff to get prices for signs to be installed and words painted on the Carpark ground.</b></p> <p><b>Committee requested to note a future request to look into extending the carpark.</b></p> <p style="text-align: right;"><b>Agreed</b></p>	<b>ST</b>
17/23	<p><b>Community Hub activities suggestions:</b> Committee to discuss and agree which activities they would like to arrange. <b>Committee agreed to start hosting Bingo sessions and we would provide Pizza, Office to purchase bigger bingo tickets.</b></p> <p><b>Committee agreed to look at a youth club, find more companies and to make contact again with MK Dons for 2 sessions a week.</b></p> <p><b>Committee to review the options of a Christmas fair and a teddys bear picnic and report back to committee.</b></p> <p style="text-align: right;"><b>Agreed</b></p>	<p><b>ST</b></p> <p><b>ST</b></p>
18/23	<p><b>Tables</b> Committee to discuss and review Community Hub tables.</p> <p><b>Committee recognises the tables are heavy for residents to move, Committee agreed to leave 6 tables out and 20 chairs, and to amend the booking form to ask residents if they want them away to tell us.</b></p> <p><b>Committee wished to discuss tables again at next meeting to get more examples of lightweight tables.</b></p> <p style="text-align: right;"><b>Agreed</b></p>	<b>ST</b>

Signature:..... Date: .....

19/23	<p><b>Cleaning</b> Committee to discuss a cleaning plan and consider purchasing a floor cleaner. <b>Committee requested a deep clean of each room at the Hub, and to increase cleaning hours per week.</b></p> <p><b>Our currently cleaning company to recommend a floor cleaning machine and to advise us how many additional hours they might need.</b></p> <p style="text-align: right;"><b>Agreed</b></p>	<b>ST</b>
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Meeting Closed 10:38

## NALC Model Financial Regulations Consultation.

We have received notification from NALC asking us to comment on the Model Financial Regulation.

### **“NALC launches consultation to update the Model Financial Regulations**

We're working with The Parkinson Partnership LLP to update the 2019 Model Financial Regulations for England and Wales. The model financial regulations are part of a support package that local (parish and town) councils receive through their NALC and county association membership. They are an essential tool for councils of all sizes, setting out the framework within which the council ensures responsible, sustainable and compliant management of its finances. To help us with the update, we're seeking views on the technical aspects of the regulations, and the responses will inform the revision and content of these regulations. To submit your views, please [complete the form](#) by 5 November 2023.”

5. Is the description of budget preparation (Section 3) adequate and if not, what changes should be made?

6. How should we improve the wording (Section 4) about monitoring of expenditure?

7. What changes are needed to manage safe and satisfactory delegation of authority to staff (Section 5)?

8. Can you suggest any amendments to improve control of online payments and banking (Sections 5 and 6)?

9. What revisions are needed to achieve effective management of procurement (Sections 10, 11 and 12)?

10. What additional regulations may be needed in relation to financial risk management (Section 17)?

11. Which regulations create challenges for either transparency or the protection of personal and commercially sensitive data?

12. What, if anything, should be removed from the model regulations and why?

13. Which paragraphs, if any, are obsolete and need replacing?

14. Are there any other issues that you think should be covered within financial regulations?

Document No: FRSPC170523



# FINANCIAL REGULATIONS

Signed: **L Morgan**  
The Chair of Stantonbury Parish Council

Date: 17/05/23

## **Document History**

Created by Working Group	28/03/19
Reviewed and amended by RFO Acting Clerk	30/04/19
Reviewed at Main Meeting in readiness for Annual Meeting	01/05/19
Reviewed and approved by Full Council	15/05/19
Reviewed and Adopted at Main Meeting	22/07/20
Reviewed by RFO, Acting Clerk & Chairman	29/07/20
Adopted at Main Meeting	16/09/20
Reviewed by RFO	04/06/21
Reviewed and approved by Full Council at Main Meeting	08/07/21
Reviewed and updated by RFO	20/03/22
Adopted at Annual Meeting	18/05/22
Reviewed and amended as per NALC (by Clerk & RFO)	24/04/23
Adopted at Annual Meeting	17/05/23



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## 1. General

- 1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders<sup>1</sup> and any individual financial regulations relating to contracts.
- 1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.
- 1.3. The council's accounting control systems must include measures:
  - for the timely production of accounts;
  - that provide for the safe and efficient safeguarding of public money;
  - to prevent and detect inaccuracy and fraud; and
  - identifying the duties of officers.
- 1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.
- 1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.
- 1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.
- 1.7. Members of council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.
- 1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council.
- 1.9. The RFO;
  - acts under the policy direction of the council;
  - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
  - determines on behalf of the council its accounting records and accounting control systems;
  - ensures the accounting control systems are observed;
  - maintains the accounting records of the council up to date in accordance with proper practices;
  - assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
  - produces financial management information as required by the council.
- 1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income

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<sup>1</sup> Model Standing Orders for Councils (2018 Edition) is available from NALC (©NALC 2018)

and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.

- 1.11. The accounting records determined by the RFO shall in particular contain:
- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
  - a record of the assets and liabilities of the council; and
  - wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.
- 1.12. The accounting control systems determined by the RFO shall include:
- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
  - procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
  - identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
  - procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
  - measures to ensure that risk is properly managed.
- 1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular, any decision regarding:
- setting the final budget or the precept (council tax requirement);
  - approving accounting statements;
  - approving an annual governance statement;
  - borrowing;
  - writing off bad debts;
  - declaring eligibility for the General Power of Competence; and
  - addressing recommendations in any report from the internal or external auditors, shall be a matter for the full council only.
- 1.14. In addition, the council must:
- determine and keep under regular review the bank mandate for all council bank accounts;
  - approve any grant or a single commitment in excess of £5,000; and
  - in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.
- 1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a*

*Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC).

## **2. Accounting and audit (internal and external)**

- 2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.
- 2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chair or a cheque signatory shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the Finance Committee.
- 2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.
- 2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.
- 2.5. The internal auditor shall be appointed by Finance Committee and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.
- 2.6. The internal auditor shall:
  - be competent and independent of the financial operations of the council;
  - report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
  - to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
  - has no involvement in the financial decision making, management or control of the council
- 2.7. Internal or external auditors may not under any circumstances:
  - perform any operational duties for the council;
  - initiate or approve accounting transactions; or
  - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.

- 2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.
- 2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

### **3. Annual estimates (budget) and forward planning**

- 3.1. Each committee shall review its three-year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of November each year including any proposals for revising the forecast.
- 3.2. The RFO must each year, by no later than January, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the Finance Committee and the council.
- 3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.
- 3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and arrange for this to be published on our website.
- 3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

### **4. Budgetary control and authority to spend**

- 4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:
- the council for all items over £5,000;
  - a duly delegated committee of the council for items over £1000 or
  - the Clerk or RFO, in conjunction with Chair of Council or Chair of the appropriate committee, for any items below £1000.

Such authority is to be evidenced by a minute or by an authorisation slip duly signed by the RFO or Clerk, and where necessary also by the appropriate Chair.

Contracts may not be disaggregated to avoid controls imposed by these regulations.

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

- 4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.
- 4.4. The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chair of Council or Human Resources committee. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.
- 4.5. In cases of extreme risk to the delivery of council services, the RFO or Clerk may authorise revenue expenditure on behalf of the council which in the RFO or Clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £5,000. The Clerk or RFO shall report such action to the Chair as soon as possible and to the council as soon as practicable thereafter.
- 4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.
- 4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.
- 4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of 15% of the budget.
- 4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process and in accordance of the Reserves Policy.

## **5. Banking arrangements and authorisation of payments**

- 5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.
- 5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the appropriate Meeting(s) and present the schedule to council. The RFO will make copies of invoices available to the council on request. The council shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council. The approved schedule shall be signed by the Chair and a member at the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.
- 5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.

- 5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available Council or Finance Committee meeting.
- 5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:
- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council;
  - b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council; or
  - c) fund transfers within the councils banking arrangements up to the sum of £25,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
  - d) Where payment is required before the next meeting, and the Council or Committee has agreed to approve the expenditure, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
- 5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council, or a duly authorised committee, may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.
- 5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.
- 5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.
- 5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.
- 5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.
- 5.11. Any changes in the recorded details of suppliers, such as bank account records, will be verified or evidenced prior to implementing.

## **6. Instructions for the making of payments**

- 6.1. The council will make safe and efficient arrangements for the making of its payments.
- 6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.
- 6.3. All payments shall be affected by BACS if available or cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council.
- 6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by one member of council and countersigned by the RFO or Clerk, in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.
- 6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.
- 6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.
- 6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made.
- 6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made.
- 6.9. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made.
- 6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.
- 6.11. Where an electronic device requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be retained in the safe in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be



required for a member's personal computer used only for remote authorisation of bank payments.

- 6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.
- 6.13. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.
- 6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.
- 6.15. Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.
- 6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.
- 6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by two of the Clerk, the RFO and Chair / Vice-Chair. A programme of regular checks of standing data with suppliers will be followed.
- 6.18. Any Debit Card issued for use will be specifically restricted to the Clerk and the RFO and will also be restricted to a single transaction maximum value of £1,000 unless authorised by council or finance committee in writing before any order is placed.
- 6.19. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Finance Committee. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council. Use of the cards is outlined in the pre-paid Debit Card Policy & Procedure.
- 6.20. Any corporate credit card or trade card account opened by the council will be specifically restricted to the appointed staff member and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances unless approved by the Clerk or RFO for emergency situations.
- 6.21. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.
  - a) The RFO shall maintain a petty cash float of no more than £250 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.

- b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.
- c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to council under 5.2 above.

## **7. Payment of salaries**

- 7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.
- 7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.
- 7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the council based on the recommendation of the HR Committee.
- 7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a restricted part of the accounts system. This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:
  - a) by any councillor who can demonstrate a need to know;
  - b) by the internal auditor;
  - c) by the external auditor; or
  - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.
- 7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- 7.6. An effective system of personal performance management should be maintained for the senior officers.
- 7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.
- 7.8. Before employing interim staff, the council must consider a full business case.

## **8. Loans and investments**

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

and subsequent arrangements for the loan shall only be approved by full council.

- 8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State/Welsh Assembly Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.
- 8.3. RFO will provide an electronic copy of each bank statement to the chair of the council if requested.
- 8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.
- 8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 8.6. All investments of money under the control of the council shall be in the name of the council.
- 8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 8.8. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

## **9. Income**

- 9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.
- 9.3. The council will review all fees and charges at least annually, following a report of the Clerk.
- 9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.
- 9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.
- 9.6. The origin of each receipt shall be entered on the paying-in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the council.
- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made quarterly

coinciding with the financial year end.

- 9.9. Where any significant sums of cash are regularly received by the council, the RFO or Clerk shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.

## **10. Orders for work, goods and services**

- 10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.
- 10.2. Order books shall be controlled by the RFO.
- 10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in Regulation 11.1 below.
- 10.4. A member may not issue an official order or make any contract on behalf of the council.
- 10.5. The RFO or Clerk shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO or Clerk shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

## **11. Contracts**

- 11.1. Procedures as to contracts are laid down as follows:
- a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
- I. for the supply of gas, electricity, water, sewerage and telephone services or IT services;
  - II. for specialist services such as are provided by legal professionals acting in disputes;
  - III. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
  - IV. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
  - V. for additional audit work of the external auditor up to an estimated value of £1000 (in excess of this sum the Clerk or RFO shall act after consultation with the Chair and Vice Chair of council); and

- VI. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
- b) Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 (“the Regulations”) which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations<sup>2</sup>.
  - c) When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.
  - d) Such invitation to tender shall state the general nature of the intended contract and the RFO or Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.
  - e) All sealed tenders shall be opened at the same time on the prescribed date by the Clerk or RFO in the presence of at least one councillor from the Finance committee.
  - f) If less than three tenders are received for contracts above £10,000 or if all the tenders are identical the council may make such arrangements as it thinks fit for procuring the goods or materials or executing the works.
  - g) Any invitation to tender issued under this regulation shall be subject to Standing Orders section 18a (Financial Controls and Procurement) and shall refer to the terms of the Bribery Act 2010.
  - h) When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £5,000 and above £1,000 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
  - i) The council shall not be obliged to accept the lowest or any tender, quote or estimate.
  - j) Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

## **12. Payments under contracts for building or other construction works**

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

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

- 12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.
- 12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk or RFO to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

### **13. Stores and equipment**

- 13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.
- 13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.
- 13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.
- 13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.

### **14. Assets, properties and estates**

- 14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.
- 14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £500.
- 14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.

- 14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.
- 14.7. Tangible assets with a purchase price of less than £500 per item are not to be considered assets and will be paid for as per the Instructions for Making Payments.

## **15. Insurance**

- 15.1. Following the annual risk assessment (per Regulation 16), the RFO shall effect all insurances and negotiate all claims on the council's insurers in consultation with the Clerk.
- 15.2. The Clerk shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.
- 15.3. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.
- 15.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.
- 15.5. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined [annually] by the council, or duly delegated committee.

## **16. Risk management**

- 16.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk with the RFO shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.
- 16.2. When considering any new activity, the Clerk with the RFO shall review a draft risk assessment including risk management proposals for consideration and adoption by the council.

## **17. Suspension and revision of Financial Regulations**

- 17.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Clerk and RFO shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.
- 17.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.

Document No: ATCSPC110923



## **Allotment Tenancy Terms and Conditions**

Signature .....  
The Chair of Allotment Committee

Date ...

Signature .....  
The Chair of Stantonbury Parish Council

Date ...



## Document History

Revised by recommendation of Allotment Committee Meeting	22/09/2021
Adopted and signed off at the Main Meeting	06/10/2021
Discussed at Allotment working group	17/08/2022
Changes applied as per meeting	17/08/2022
Allotment Committee reviewed & signed	26/09/2022
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Main Meeting reviewed and adopted	20/09/2023

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This Tenancy Agreement is subject to the Allotments Act 1908-1950, to any regulations endorsed by or on this Agreement and to the following conditions.

The Council has the right to alter these 'Terms and Conditions' at any time and notification of these changes will be displayed on the notice boards and through social media including the Parish Website.

### 1. Definition of Person Eligible to be offered Tenancy of an Allotment Plot

Allotments will initially be offered to residents of the Parish of Stantonbury and residents within 1 mile of the boundary at the discretion of the Council. Applicants from outside of the Parish may be offered a plot at the discretion of the Council, providing there are no residents awaiting a plot and at a non-subsidised rental.

Applicants must be over the age of 18. However, children are encouraged to work a small area of a parent's/guardian's plot.

**Commented [DM1]:** Added as it doesn't match with clause 11.5

**Commented [DM2]:** Need to remove as in clause 11/5 if over 1 mile away you will be evicted.

### 2. Rent

- a) The Council shall fix the rentable value of the Allotment plot annually.
- b) Rents will be calculated on the following basis: - Metres <sup>2</sup>, M<sup>2</sup>
- c) Allotment Rents will be notified to Tenants before 1<sup>st</sup> October of any year.
- d) Allotment Rents will be payable from the 1<sup>st</sup> October of the oncoming Rentable Year. New tenants will pay pro-rata from this date from the date of offer for the first year and annually thereafter.
- e) Allotments must be paid in full for the Rentable Year.

**Commented [DM3]:** Removed the word "may" and changed it to "must"

### 3. Deposits

- a) New tenants are to pay a deposit of £70.00 when taking up an offer of an Allotment plot. This fee will be returnable when the tenant vacates the site, provided the plot is in as good a condition as it was when first taken over. The deposit can be paid in 2 x 6 monthly instalments of £35.00.
- b) There is a £10.00 key deposit for the toilet facility payable to the Council. The toilet key deposit will be returned upon surrender of the key. Replacement keys will be charged at cost plus a £10.00 administration fee.

**Commented [DM4]:** Removed the word "applicant" after New

**Commented [DM5]:** Add "of £35.00"

### 4. Offer of Tenancy

- a) ~~A list of vacant plots will be notified through the Parish Newsletter and the Parish Website.~~
- b) Residents must apply for an allotment using the Parish Council Allotment Waiting List on the website or by emailing into the office (info@stantonburyparishcouncil.org.uk) or contacting the main office (01908 227201).
- c) The allotment number, size and rent will be provided. Plots will be allocated on a first come, first served basis.
- d) Where a tenant has previously held a plot and the Parish Council has terminated the tenancy for any reason, the Parish Council reserve the right to refuse applications.
- e) ~~Any applicant that declines an offered allotment and wishes to remain an applicant, will automatically be placed back down the waiting list until the next plot becomes available.~~
- f) All our plots are varied in size and rents are in Metres <sup>2</sup>, M<sup>2</sup> (1 Pole is approximately 25 M<sup>2</sup>).
- g) Unless otherwise agreed by the Council, only one plot will be offered per address within the Parish.

**Commented [DM6]:** Would like to remove this as we don't do it.

**Commented [DM7]:** Do we still agree to this.

- h) Tenants cannot sub-let any part or all of their plot.

## 5. Tenancy Agreement

**A legally binding written document which records the terms and conditions of letting a particular plot to an individual tenant.**

- a) The Tenancy Agreement of an allotment is personal to you as the tenant named in the agreement.
- b) Other workers will be asked to sign a co-worker agreement.
- Co-workers will NOT be placed on the allotment waiting list unless requested.
  - The annual invoice is the responsibility of the tenant, not the co-worker.
  - The co-worker must make themselves aware of, and comply with, the allotment tenancy rules.
  - For any breach of the tenancy rules, notice of termination may be served on the tenant i.e. the named tenant is responsible for the actions of the co-worker, and both would have to vacate the plot.
  - The named tenant is allowed to cease this agreement at any time.
  - The council reserves the right to end co-worker status for a co-worker if they are breaching allotment rules or are involved in incidents of harassment or undertaking any illegal activity.
  - The council reserves the right to deny co-worker status for any individual who is currently involved in an allotment dispute or investigation.
  - The council reserves the right to deny future co-worker status to any individual who has had co-worker status ended for misconduct, harassment or undertaken an illegal activity on an allotment.
- c) You have no right to pass on your tenancy to dependents. However the Council will treat sympathetically any request from immediate next of kin to continue to manage the plot and a new tenancy agreement will need to be signed.

Commented [DM8]: Added

## 6. General conditions under which the Allotment is to be cultivated

- a) Use the allotment mainly for the production of vegetables and/or fruit and flowers.
- b) Be responsible for ensuring the plot number is clearly displayed (as supplied by SPC).
- c) Do not plant native trees, fruit trees, bushes or canes, likely to be detrimental to the allotment site. Do not plant within five feet of the Allotment site boundary in the case of soft fruits and within ten feet in the case of all other fruits. Fruit trees should be dwarf/pixie rootstock (M27, M9, M26) and maintained as such. All labels must be left on trees for identification purposes. Photos will be taken for our records.
- d) Use water butts and water from the plunge baths.
- e) Do not use a hose on the allotment site.
- f) Keep the allotment clean, ordered and devoid of rubbish, leaving one metre clear from the boundary fence.
- g) Tenants are responsible for the maintenance of pathways to the righthand side of the plot (if facing towards the back of the plot from the main riding). Paths do not constitute part of the allotment plot growing area.
- h) Keep the allotment in a productive state of cultivation and fertility.
- i) Do not cause any nuisance or annoyance to the other allotment tenants or guests. **(N.B. Guests are limited to 4 persons (including any children at any one time).**
- j) Do not obstruct any path. Paths between plots (known as 'ridings') shall be a minimum of 18 inches in width and shall be part of the tenant's responsibility for good

Commented [DM9]: Added in red

order and maintenance. The tenant's riding for upkeep is on the righthand side when facing the plot. Paths do not constitute part of the allotment plot growing area. Please refer to plot map.

- k) Only prune/cut timber if on their own plot. Outside of our perimeter fence DO NOT cut, prune any timber without the written consent of the Council.
- l) Do not use barbed or razor wire.
- m) Do not use the allotment or its land for 'Trade' or 'Business'.
- n) Do not erect any barrier or fence to define an edge or perimeter of the allotment site.
- o) Do not use cement. All foundations should use paving slabs and soft sand.
- p) Do not deposit onto the allotment site any refuse or waste.
- q) Carpet is banned from the allotment site.
- r) Observe conditions, which the Council consider necessary to preserve the Allotment Site from deterioration. Specifically:
  - a. **At any one time 75% should be cultivated. (Other than raised beds the cultivation area will be the ground soils and does not include any other receptacles growing plants).**
  - b. **At any time during the tenancy year, fallow land is to be covered in black matting to prevent growth of weeds. (Matting is available at cost price from the Parish Council).**
- s) Only bring onto the Allotment Site dogs that are restrained by a leash. Any dog fouling must be cleared by the owner.
- t) Livestock (chickens and rabbits) are permitted.
- u) Do not snare, trap, poison any vermin or bird or wild animal. Advice can be sought from the Parish office if a nuisance animal is identified.
- v) Keep a watchful eye for Japanese Knotweed, marijuana or any other invasive or illegal species of plant. The Parish office is to be notified immediately if any such species is identified.
- w) Do not take vehicles beyond the carpark into the Allotment Site.
- x) Tenants are responsible for shutting the gate upon entry or exit at all times.
- y) Speed limit of 5mph on allotment where applicable
- z) The Parish Council will undertake regular inspections of plots. The tenant of any plot that fails to meet the standards set out above will be notified of the termination of their tenancy. The decision of the Council is final.

**Commented [DM10]:** Remove whole section as quoted in G

## 7. Structures

- a) Structures (sheds, greenhouses and polytunnels) are not to be erected without the permission of the Allotment Committee. **A condition for permission is that they may be asked to remove structure at the end of the tenancy.**
- b) One structure is permitted per allotment plot. At the discretion of the Council an additional structure may be allowed. However permission is required (requests could be denied due to size of the plot).
- c) Any structure containing glass will be regularly inspected by the Allotment Manager. Repairs or remedial action needed to maintain a safe environment will be notified to the tenant and must be completed within 30 days. Failure to address the Council's concerns will lead to possible termination of the tenancy.
- d) The Council reserves the right to demolish any structure that is deemed unsafe by the Allotment Manager or our advisors.
- e) Structures must be securely fixed to the ground.

**Commented [DM11]:** Reworded the line to say may be asked to remove

**Commented [DM12]:** Did we want to add size back in? Remember already have clause to say 75% must be cultivated.

- f) The Council is not responsible for any structure on the Allotment Site.
- g) Glass is permitted in new structures.

**Commented [DM13]:** Would recommend to remove as above section already talks about glass.

**8. Bonfires**

- a) Bonfires and incinerators are not permitted.

**9. Composting**

- a) Composting is recommended, Waste not suitable for either composting or waste collection should be taken to one of the MKC household waste centres.

**Commented [DM14]:** Added C

**10. Safety and Duty of Care. (Own and Guests)**

- a) All persons on the Allotment Site are responsible for their own safety.
- b) Tenants are responsible for the safety of any guests including children they may bring onto the allotment site and do so at their own risk. The tenant is responsible for reminding their guests of their Health and Safety obligations.
- c) Stantonbury Parish Council cannot accept liability for any injuries incurred due to any unsafe behaviour or unsafe environment.
- d) The terms and conditions noted in this agreement apply to guests irrespective of age.
- e) Tenants should notify the Council of any safety concerns.
- f) Tenants have a duty of care especially with respect to the following:
  - a. The timing and use of mechanical equipment such as a strimmer or rotavator
  - b. Petrol, oil and gas should be stored safely in a metal cabinet
  - c. The prevention of obstruction of paths and ridings
  - d. The sturdy construction of any structures or features on the plot
  - e. The safe application and storage of pesticides, weed killers and fertilisers, petrol and diesel
  - f. The safe storage and use of tools
  - g. The removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner
  - h. The security and maintenance of structures on their plot. The plot holder must maintain third liability insurance for potential injury or damage to persons or property on adjacent plots should any structure on their plot cause injury or damage to them or their property. Bradwell Road Allotment Tenants Committee (BATs) can provide details of their insurance cover

**11. Termination of Tenancy Agreement.**

**11.1 Termination of Agreement through Rent Arrears.**

Tenants who have not paid ~~their invoice within 30 days~~ ~~in more than one calendar month of rental arrears~~ will be notified by recorded letter and given fourteen days to clear the arrears. Any tenant with arrears after the fourteen-day notification period will forfeit the allotment with immediate effect.

**Commented [DM15]:** Added in red, would like to remove crossed out line

**11.2 Termination of Agreement through non-observance of the Terms and Conditions.**

Tenants not complying with the terms and conditions will be notified by recorded letter and given 14 days to bring the allotment to the required standard. If the tenant fails to bring the allotment to the required minimum standard the following will apply:

- a) For tenants who fail to comply with our terms and conditions after the 14 days, a further 14 days will be granted after which a new inspection will be carried out and a notice of seven days will be given to terminate and remove all possessions. During any part of this period, the Council's Allotment Manager will be available and willing to meet any tenant on site.

### **11.3 Termination of Tenancy Agreement due to the land being required for purposes other than agriculture.**

Should the allotment be acquired by the Council for building, engineering, invasive weed suppressant or some other such purpose then the Tenant will be given a minimum of one month's notice of termination of the Agreement by registered letter. The tenant will be liable for rent up to the date of termination. Where the rent has been paid in full unused rent will be reimbursed.

Wherever possible an alternative plot will be offered ahead of the chronological list in these circumstances. The alternative plot will be subject to a new tenancy agreement which will be in accordance with these Terms and Conditions.

### **11.4 Termination of Tenancy Agreement by the Tenant.**

The Tenant is required to give one months' notice of Termination of their Agreement.

### **11.5 Termination of Tenancy Agreement by the Tenant moving from the Parish.**

- a) Tenants moving from the Parish over a mile outside our parish boundary will automatically have their Agreement terminated at the end of the rentable year (September 30<sup>th</sup>). Tenants are required to notify the Council of any moves.
- b) Any structure may be left on the plots only with prior agreement with the Council after an inspection.
- c) The value of refund of the deposit will depend on the condition in which the allotment is handed back to the Council and will be subject to inspection by the Allotment Manager.
- d) Where the condition of the allotment requires reinstatement at costs beyond the value of the deposit, the tenant may be charged a clean-up cost in addition to forfeiture of their whole deposit.

## **12. Transfers**

Any tenant wishing to transfer to a larger plot or down-size to a smaller plot must apply in writing to the Parish Council, **and you will be added to the waiting list.** The same provisions for waiting for a suitable allotment will apply.

Commented [DM16]: Added

## **13. Stantonbury Parish Council Inspections**

- a) There will be regular inspections by the Allotment Manager (Parish Ranger) to establish that the Agreement Terms and Conditions are being met throughout the year.
- b) Photos will be taken at these inspections if the plot is not being cultivated as required.
- c) During the growing season a minimum of 75% of the plot is expected to be cultivated.

#### 14. Communication

The Tenant shall give notice in writing to the Council of any change of address within twenty-eight days of such change.

#### 15. Participation in the Parish Council Allotment Committee

The Parish Council welcomes resident and tenant participation at its Council meetings. Participation in the Council allotment meetings does not carry any voting entitlement.

#### 16. Complaints

Complaints will be dealt with as follows:

- b) Threats against a person either physical or verbal will be automatically referred to the police. Upon any conviction of the plot holder he/she will forfeit the plot.
- c) Any plot holder under investigation by the police for such potential crimes will be asked to withdraw from the plot during the investigation.
- d) Multiple complaints/disputes between a plot holder and other tenants. The plot holders will be required to put their complaints in writing. The Parish Council will investigate the complaints and if upheld, the offending plot holder will have his/her tenancy terminated with immediate effect. The Parish Council's decision will be final.

#### 17. Public Liability Insurance

Once the tenant has accepted the allotment plot the tenant becomes responsible for the Public Liability, Health & Safety and all other aspects of the plot that could lead to a claim being made against them personally. ~~The Parish Council requires all tenants to obtain insurance to cover this. Failure to do so within 21 days of taking the tenancy or annually thereafter, 11. paragraph 2 will apply.~~

At the time of distribution BATS (Bradville Allotment Tenants) hold a Public Liability certificate for all tenants. The responsibility will be with the plot holder to ensure that this is in place for their plot.

**The tenant will need to ensure that they either register with BATs or purchase their own insurance.** Tenants could consider joining an allotment association such as NSALG or SWCAA, which includes insurance with their membership.

Commented [DM17]: Remove

#### 18. Definition and Interpretation of these Terms and Conditions

- Throughout this Agreement and Terms and Conditions the expression '**The Council**' and '**The Parish Council**' shall mean Stantonbury Parish Council and includes any Committee of the Council or staff assigned to manage the Allotments.
- The term '**Allotment plot**': A delineated area of ground owned and/or administered by Stantonbury Parish Council and leased to an individual or group for the purposes of growing food for personal or community use.
- The term '**Allotment site**': A collection of allotment plots.
- The term '**Allotment Manager**' shall apply to any member of staff assigned by the Council under the Allotments Act 1908-1950 and local Government Act 1972
- The word '**Act**' shall mean the Allotments Act 1908-1950.
- The expression '**Allotment**' means the Allotment Gardens situated adjacent to Bradwell Road, Milton Keynes MK13 7DH
- The word '**Cultivation**' means keeping the plot in good productive order by:
  - The maintenance and improvement of the soil
  - The control and prevention of weeds



- The planting and maintenance of, herbs, flowers, fruit, vegetable crops and recreational gardening. Wildflowers and flowers should not exceed 10% of the plot
- The non-cultivation, up to 25% max of the plot may be left fallow each season
- The term '**Soil fertility**' refers to the ability of a soil to sustain agricultural plant growth
- The term '**Growing Season**' means the period of time from 1<sup>st</sup> April to 1<sup>st</sup> October.
- The term '**Out of Season**' means the period of time from 2<sup>nd</sup> October to 31<sup>st</sup> March.
- The term '**Rentable Year**' means the period from 1<sup>st</sup> October to 30<sup>th</sup> September.
- The term '**Guest**' means any individual present on an allotment at the invitation of the tenant.
- The term '**Structure**' means any building erected on the Allotment for storage purposes or to house animals irrespective of the materials, shape, height, length or width.

Document No: ATCSPC110923



# Allotment Tenancy Terms and Conditions

Signature .....

The Chair of Allotment Committee

Date ...

Signature .....

The Chair of Stantonbury Parish Council

Date ...

## Document History

<b>Revised by recommendation of Allotment Committee Meeting</b>	<b>22/09/2021</b>
<b>Adopted and signed off at the Main Meeting</b>	<b>06/10/2021</b>
<b>Discussed at Allotment working group</b>	<b>17/08/2022</b>
<b>Changes applied as per meeting</b>	<b>17/08/2022</b>
<b>Allotment Committee reviewed &amp; signed</b>	<b>26/09/2022</b>
<b>Main meeting reviewed &amp; adopted</b>	<b>5/10/2022</b>
<b>Allotment Committee reviewed and signed</b>	<b>12/06/2023</b>
<b>Main Meeting reviewed and adopted</b>	<b>19/07/2023</b>
<b>Allotment Committee reviewed and signed</b>	<b>11/09/2023</b>
<b>Main Meeting reviewed and adopted</b>	<b>20/09/2023</b>

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  - c. The prevention of obstruction of paths and ridings
  - d. The sturdy construction of any structures or features on the plot
  - e. The safe application and storage of pesticides, weed killers and fertilisers, petrol and diesel
  - f. The safe storage and use of tools
  - g. The removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner
  - h. The security and maintenance of structures on their plot. The plot holder must maintain third liability insurance for potential injury or damage to persons or property on adjacent plots should any structure on their plot cause injury or damage to them or their property. Bradwell Road Allotment Tenants Committee (BATs) can provide details of their insurance cover

## **11. Termination of Tenancy Agreement.**

### **11.1 Termination of Agreement through Rent Arrears.**

Tenants who have not paid their invoice within 30 days will be notified by recorded letter and given fourteen days to clear the arrears. Any tenant with arrears after the fourteen-day notification period will forfeit the allotment with immediate effect.

### **11.2 Termination of Agreement through non-observance of the Terms and Conditions.**

Tenants not complying with the terms and conditions will be notified by recorded letter and given 14 days to bring the allotment to the required standard. If the tenant fails to bring the allotment to the required minimum standard the following will apply:

- a) For tenants who fail to comply with our terms and conditions after the 14 days, a further 14 days will be granted after which a new inspection will be carried out and a notice of seven days will be given to terminate and remove all possessions. During any part of this period, the Council's Allotment Manager will be available and willing to meet any tenant on site.

### **11.3 Termination of Tenancy Agreement due to the land being required for purposes other than agriculture.**

Should the allotment be acquired by the Council for building, engineering, invasive weed suppressant or some other such purpose then the Tenant will be given a minimum of one month's notice of termination of the Agreement by registered letter. The tenant will be liable for rent up to the date of termination. Where the rent has been paid in full unused rent will be reimbursed.

Wherever possible an alternative plot will be offered ahead of the chronological list in these circumstances. The alternative plot will be subject to a new tenancy agreement which will be in accordance with these Terms and Conditions.



#### **11.4 Termination of Tenancy Agreement by the Tenant.**

The Tenant is required to give one months' notice of Termination of their Agreement.

#### **11.5 Termination of Tenancy Agreement by the Tenant moving from the Parish.**

- a) Tenants moving from the Parish over a mile outside our parish boundary will automatically have their Agreement terminated at the end of the rentable year (September 30<sup>th</sup>). Tenants are required to notify the Council of any moves.
- b) Any structure may be left on the plots only with prior agreement with the Council after an inspection.
- c) The value of refund of the deposit will depend on the condition in which the allotment is handed back to the Council and will be subject to inspection by the Allotment Manager.
- d) Where the condition of the allotment requires reinstatement at costs beyond the value of the deposit, the tenant may be charged a clean-up cost in addition to forfeiture of their whole deposit.

#### **12. Transfers**

Any tenant wishing to transfer to a larger plot or down-size to a smaller plot must apply in writing to the Parish Council, and you will be added to the waiting list. The same provisions for waiting for a suitable allotment will apply.

#### **13. Stantonbury Parish Council Inspections**

- a) There will be regular inspections by the Allotment Manager (Parish Ranger) to establish that the Agreement Terms and Conditions are being met throughout the year.
- b) Photos will be taken at these inspections if the plot is not being cultivated as required.
- c) During the growing season a minimum of 75% of the plot is expected to be cultivated.

#### **14. Communication**

The Tenant shall give notice in writing to the Council of any change of address within twenty-eight days of such change.

#### **15. Participation in the Parish Council Allotment Committee**

The Parish Council welcomes resident and tenant participation at its Council meetings. Participation in the Council allotment meetings does not carry any voting entitlement.

#### **16. Complaints**

Complaints will be dealt with as follows:

- b) Threats against a person either physical or verbal will be automatically referred to the police. Upon any conviction of the plot holder he/she will forfeit the plot.
- c) Any plot holder under investigation by the police for such potential crimes will be asked to withdraw from the plot during the investigation.
- d) Multiple complaints/disputes between a plot holder and other tenants. The plot holders will be required to put their complaints in writing. The Parish Council will investigate the complaints and if upheld, the offending plot holder will have his/her tenancy terminated with immediate effect. The Parish Council's decision will be final.

## 17. Public Liability Insurance

Once the tenant has accepted the allotment plot the tenant becomes responsible for the Public Liability, Health & Safety and all other aspects of the plot that could lead to a claim being made against them personally.

At the time of distribution BATS (Bradville Allotment Tenants) hold a Public Liability certificate for all tenants. The responsibility will be with the plot holder to ensure that this is in place for their plot.

**The tenant will need to ensure that they either register with BATs or purchase their own insurance.** Tenants could consider joining an allotment association such as NSALG or SWCAA, which includes insurance with their membership.

## 19. Definition and Interpretation of these Terms and Conditions

- Throughout this Agreement and Terms and Conditions the expression '**The Council**' and '**The Parish Council**' shall mean Stantonbury Parish Council and includes any Committee of the Council or staff assigned to manage the Allotments.
- The term '**Allotment plot**': A delineated area of ground owned and/or administered by Stantonbury Parish Council and leased to an individual or group for the purposes of growing food for personal or community use.
- The term '**Allotment site**': A collection of allotment plots.
- The term '**Allotment Manager**' shall apply to any member of staff assigned by the Council under the Allotments Act 1908-1950 and local Government Act 1972
- The word '**Act**' shall mean the Allotments Act 1908-1950.
- The expression '**Allotment**' means the Allotment Gardens situated adjacent to Bradwell Road, Milton Keynes MK13 7DH
- The word '**Cultivation**' means keeping the plot in good productive order by:
  - The maintenance and improvement of the soil
  - The control and prevention of weeds
  - The planting and maintenance of, herbs, flowers, fruit, vegetable crops and recreational gardening. Wildflowers and flowers should not exceed 10% of the plot
- The non-cultivation, up to 25% max of the plot may be left fallow each season
- The term '**Soil fertility**' refers to the ability of a soil to sustain agricultural plant growth
- The term '**Growing Season**' means the period of time from 1<sup>st</sup> April to 1<sup>st</sup> October.
- The term '**Out of Season**' means the period of time from 2<sup>nd</sup> October to 31<sup>st</sup> March.
- The term '**Rentable Year**' means the period from 1<sup>st</sup> October to 30<sup>th</sup> September.
- The term '**Guest**' means any individual present on an allotment at the invitation of the tenant.
- The term '**Structure**' means any building erected on the Allotment for storage purposes or to house animals irrespective of the materials, shape, height, length or width.

From: Info - Stantonbury Parish Council  
Sent: 05 September 2023 09:22  
To: Donna Moore; Cllr Linda Morgan; Cllr Carol Northwood  
Cc: Kerry Fane  
Subject: FW: Local Enforcement Plan 2023 Consultation

fyi

From: Planning Services <PlanningServices@milton-keynes.gov.uk>  
Sent: Friday, September 1, 2023 4:10 PM  
Subject: Local Enforcement Plan 2023 Consultation

Amended Local Enforcement Plan Consultation

We've revised the current Local Enforcement Plan (LEP) and we're asking people to have their say on the draft document.

The current plan was adopted in 2021 and sets out how the council will respond to reported breaches of planning. The revised document sets out how we will investigate different types of breaches, and the approach we will take to make sure our residents have confidence in the planning system.

You can view the draft LEP on our consultation page here. The consultation will run from Friday 1 September to Friday 13 October 2023.

If you have any questions please contact [planningservices@milton-keynes.gov.uk](mailto:planningservices@milton-keynes.gov.uk)

Kind regards,

Planning Services  
Milton Keynes City Council

Any personal data will be processed in line with the Data Protection legislation, further details at <https://www.milton-keynes.gov.uk/privacy>

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# Local Enforcement Plan

Planning Services

DRAFT FOR CONSULTATION- September 2023





## Summary

The Local Enforcement Plan exists to determine and structure the role of the planning enforcement service at Milton Keynes City Council. It should be read alongside adopted planning policies, such as [Plan:MK](#) and [neighbourhood plans](#), and national legislation<sup>1</sup> and policies<sup>2</sup>. Throughout this Local Enforcement Plan are references and links to relevant legislation and policies that we use when determining if a breach of planning control has taken place and the options that we are able to consider if we believe formal action ought to be taken or not. The Enforcement tool kit and relevant information can be found at [Enforcement and post-permission matters \(www.gov.uk\)](https://www.gov.uk/government/collections/enforcement-and-post-permission-matters).

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1. Introduction
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  3. How to report a planning enforcement complaint
  4. Dealing with a complaint about my building work or activities
  5. How we deal with an alleged breach of planning control
  6. The possible outcomes of an investigation
  7. Service expectations
- Appendix 1: Summary of the enforcement investigation process
- Appendix 2: What happens after an Enforcement Notice is served?

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<sup>1</sup> Primarily the Town and Country Planning Act 1990 (as amended) and the Planning (Listed Buildings and Conservation Areas) Act 1990 (as amended), along with subordinate legislation such as The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), The Town and Country Planning (Use Classes) Order 1987 (as amended) and The Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (as amended).

<sup>2</sup> Primarily the National Planning Policy Framework (NPPF), Planning Practice Guidance (PPG).

## Commonly used terms

When you report an alleged breach of planning control to us, we may use phrases such as ‘initial investigation’, ‘expedient’, ‘harm’, ‘discretionary’ and ‘material considerations’. These are explained below:

- **Initial investigation:** This is when we undertake various checks to establish if there is a breach of planning control. It is the first action undertaken by the planning enforcement officer before moving to consider the next steps, should a breach of planning control be established.
- **Expedient/expediency:** The term expedient or expediency relates to the ‘planning balance’ for instigating formal enforcement action. When assessing if formal action should be taken, we will ensure that the action is reasonable, proportionate and is in the public interest, so to achieve a meaningful outcome.
- **Harm:** We consider the planning harm associated with a breach of planning control. Planning harm is the term used to describe any negative impacts of a development.
- **Discretionary:** There is no legal requirement for us to take enforcement action against alleged breaches of planning control. Enforcement action requires planning judgement as to whether formal action is appropriate. In some cases, we may decide that formal action is not expedient, and an alternative approach is more appropriate, for example, by inviting a retrospective planning application, securing reversion of the works or cessation of the use, or no further action.
- **Material consideration:** A material planning consideration is one which is relevant to the matter in question (i.e., relevant to the development concerned, its scale and nature, and not a matter addressed by other regulatory or private controls). Whether a particular consideration is material or not will depend on the circumstances of the case. In general terms, planning is concerned with land use in the public interest, so the protection of purely private interests such as the impact on property value or loss of a private view cannot be considered material considerations.

## 1. Introduction

- 1.1 The primary role of planning enforcement is to investigate alleged breaches of planning control and bring about reasonable and proportionate remedial action where appropriate. Whilst most development is carried out with planning permission, there are instances where it is not. Quite often this can occur through not knowing when permission is required. Examples include a homeowner building an extension or a deviation from approved plans on a building site.
- 1.2 Pursuant to [national planning policy](#), the Local Enforcement Plan (LEP) sets out our procedures for proactively dealing with alleged breaches of planning control. It explains how our resources are put to best use dealing with breaches of planning control that cause harm to the built or natural environment and the people that use these places and spaces. It also sets out what stakeholders and interested parties can expect from the planning enforcement function.
- 1.3 Formal enforcement action is discretionary. National policy and guidance sets out that a local planning authority must only take formal action when [expedient and in the public interest](#) to do so. Any action must be proportionate to the breach of planning control to which it relates.
- 1.4 This LEP sets out how we can and will respond to breaches of planning control. Whilst each case will be considered on its merits, when determining the expediency of taking action the ability to take formal action as well as the policies of the development plan<sup>3</sup> will be the key considerations. We will try to negotiate in the first instance as this is very often the quickest and most effective way to resolve problems. Where negotiation fails and there is development that results in unacceptable planning harm, we will consider taking formal action.
- 1.5 Our focus is to always find the most appropriate solution. In doing so we will consider whether planning enforcement is the most effective route or whether other legislation or agencies would be best suited to deal with the identified matter.

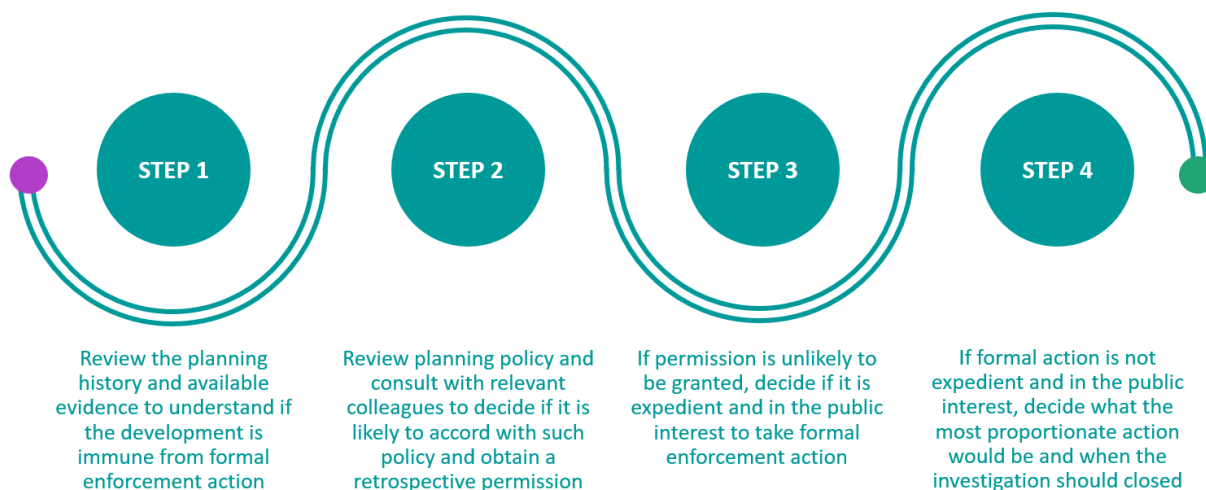
## 2. The planning enforcement approach

- 2.1 Planning Enforcement is a discretionary service within Milton Keynes City Council to investigate and address unauthorised development that causes unacceptable planning harm.
- 2.2 Development is defined as *“the carrying out of building, mining, engineering or other operations in, on, under or over land, or the making of any material change of use of any buildings or other land”*. Certain other activities, such as undertaking works to listed buildings without consent, demolition of buildings and enclosures, display of advertisements and works to protected trees also constitute development. The failure to comply with planning conditions set out in a planning permission is also a breach of planning control. More information is provided in the national [Planning Practice Guidance](#).
- 2.3 If the matter reported is not ‘development’, it cannot be a breach of planning control and we have no planning powers to take any action. We will, however, consider whether the matter can be more appropriately investigated by other departments or by another organisation, and further guidance on these matters is available on [our website](#).

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<sup>3</sup> The development plan comprises planning policy documents adopted by the Council, such as Plan:MK, and made neighbourhood plans. Further [guidance is available in Planning Practice Guidance](#).

- 2.4 If the matter reported is ‘development’, it may be that it falls within ‘[permitted development](#)’ or ‘[deemed consent](#)’ allowances<sup>4</sup> and permission is not required. It may be that express permission or consent has already been granted<sup>5</sup>. If we identify the matter reported is already permitted, we will advise accordingly.
- 2.5 If the matter reported is development that does not benefit from permitted development rights, deemed consent or express permission, we will:



- 2.6 Our planning enforcement service also strives to raise awareness of planning controls across the city, which vary from one premises to another. The aim is to achieve a proactive service through working collaboratively with its stakeholders, such as ward councillors and town and parish councils.

### 3. How to report a planning enforcement complaint

- 3.1 Before reporting an alleged breach, it is best to first confirm whether it is a planning matter, as outlined in section 2, and, if so, whether the matter already benefits from permission. Where development is permitted, we cannot take any further action.
- 3.2 In most cases, a breach of planning control does not constitute a criminal offence. Therefore, it is rare that we can justify the taking of immediate action to require the breach to cease. The manner and speed at which we will seek to establish an intended course of action is set out in the service expectations outlined in Table 1 below, reflecting the significance of the breach.
- 3.3 To report an alleged breach of planning control, the [online reporting form](#) must be used. We will not accept planning enforcement enquiries by email, telephone or other methods. This enables complaints to be correctly triaged and prioritised, so to respond in an efficient and timely manner. Anonymous reports will not be investigated. Town or parish councils and ward councillors can report an alleged breach on behalf of a person who wishes to remain anonymous by completing the online form.

<sup>4</sup> See also works to trees and hedgerows which are exempt from planning control: [Tree Preservation Orders \(www.gov.uk\)](#), [Trees in conservation areas \(www.gov.uk\)](#), and [Countryside hedgerows: protection and management \(www.gov.uk\)](#).

<sup>5</sup> This can be checked by searching our Planning Register at [www.milton-keynes.gov.uk/publicaccess](#).



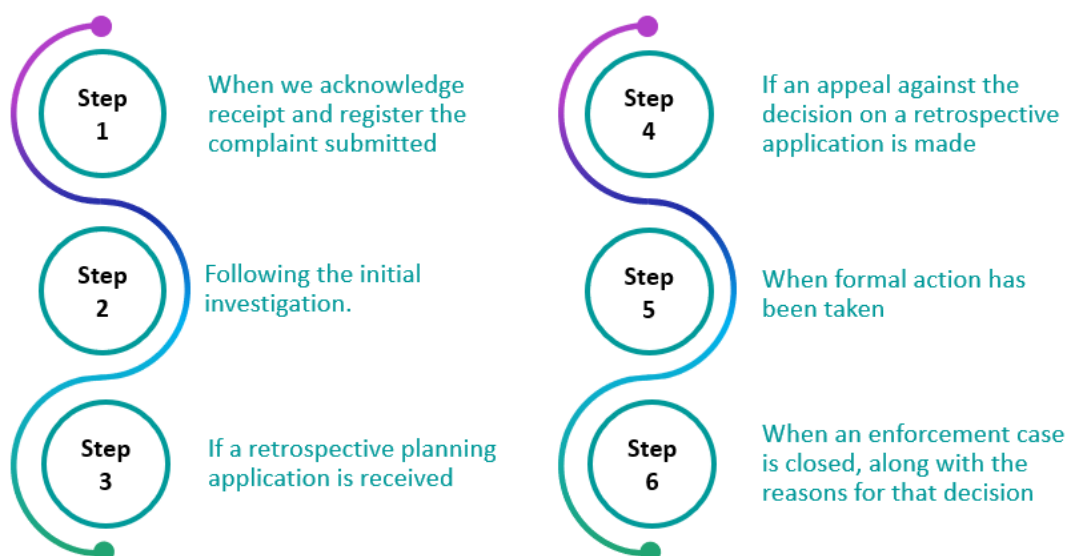
- 3.4 Multiple alleged breaches should be reported separately. For instance, an alleged breach of working hours at a site should be reported separately to an allegation that buildings are not sited or constructed in accordance with approved plans. This allows each breach to be investigated appropriately and assigned a suitable priority.

## 4. Dealing with a complaint about my building works or activities

- 4.1 We recognise that it can be stressful finding out that someone has made an allegation of a breach of planning control at your property. It is important that individuals or companies who are the subject of a planning enforcement investigation are treated fairly and given the opportunity to explain the circumstances from their perspective. The engagement of the owner and/or occupier of the property concerned can also be crucial in establishing the facts and often avoid wasted effort in pursuing formal action.
- 4.2 If you receive a visit or a letter from an enforcement officer explaining that a matter has been brought to our attention, then please do not ignore the issue. You should contact the enforcement officer as promptly as possible on the email address or telephone number provided.

## 5. How we deal with an alleged breach of planning control

- 5.1 We will deal with each alleged breach of planning control on a case-by-case basis. We have up to four years to act on certain types of breaches and ten years on others<sup>6</sup>, and our priorities take this into account. Only a very small percentage of breaches result in the need for immediate, formal action.
- 5.2 The person submitting an enforcement complaint will be kept informed of progress at various stages. The timescales for updates will vary as each case will vary from another, but we will aim to update at the following stages of the investigation:



<sup>6</sup> 4 years for building or engineering works, or a material change of use to a dwelling; and 10 years for use of land/property or a breach of planning condition. See more at [www.legislation.gov.uk/ukpga/1990/8/section/171B](http://www.legislation.gov.uk/ukpga/1990/8/section/171B).

## Receipt of enforcement complaint

- 5.3 Upon receipt, we will initially assess the complaint to establish the following:
- If the alleged breach of planning control would be better investigated by another service or organisation;
  - If the alleged breach of planning control has already been reported and is under investigation;
  - If the alleged breach has already been investigated and the case has been closed. Unless substantive new evidence has been provided, a new case will not be opened for investigation; and
  - If an alleged breach of planning control is likely to already benefit from permission. This includes checking the planning register, assessment of permitted development rights and any other relevant legislation.
- 5.4 If the evidence at this point confirms there is no breach of planning control, the case will be closed.
- 5.5 If we identify that the matter cannot be investigated by planning enforcement and/or should be investigated by another service area or organisation, we will refer the matter to them and close the case.

## Initial investigation timeframes

- 5.6 Prioritisation of enforcement complaints indicates the range of time we would normally take to undertake the initial investigation. We will aim to complete this initial investigation within the timescales associated with the priorities set out in Table 1 below.




Priority 1	Priority 2	Priority 3
Within 2 working days	Within 5 -10 working days	Within 11 - 20 working days
<p><b>Irreversible harm caused or loss of irreplaceable assets, being:</b></p> <ul style="list-style-type: none"> <li>▪ Works to a listed building;</li> <li>▪ Felling or pruning of trees covered by a Tree Preservation Order (TPO) or in a conservation area;</li> <li>▪ Works taking place in breach of listed building, archaeological, tree protection or construction phase mitigation conditions; or</li> <li>▪ Works or uses which have potential to cause significant and unacceptable impacts to highway safety or the amenities of the area.</li> </ul>	<p><b>Notable harm caused to the proper planning, public safety or the wider amenities of the area, being:</b></p> <ul style="list-style-type: none"> <li>▪ Certain works or uses taking place outside of hours limited by planning conditions;</li> <li>▪ Works or uses which are likely to conflict with the strategy of <a href="#">the development plan</a>;</li> <li>▪ Works causing likely harm to the character and appearance of a conservation area; or</li> <li>▪ Works taking place in breach of pre-commencement conditions not included in 'Priority 1'.</li> </ul>	<p><b>Breaches which do not result in significant and/or irreversible planning harm, being:</b></p> <ul style="list-style-type: none"> <li>▪ Breaches of planning conditions not included in 'Priority 1 or 2';</li> <li>▪ Works or uses not included in 'Priority 1 or 2', such as unauthorised householder works, erection of walls or fences, or use of agricultural land;</li> <li>▪ Untidy land which adversely affects the amenity of the area; or</li> <li>▪ The display of advertisements.</li> </ul>

**Table 1:** prioritisation of enforcement complaints

- 5.7 The initial investigation will look to establish the facts of the matter, involving the capturing of further information through correspondence with the parties involved and a site visit where necessary. We will then update the complainant(s).
- 5.8 Following the initial investigation, the enforcement officer will then either recommend the case for closure or proceed to the next stage of the investigation. We may seek to capture more in-depth information by serving a [Planning Contravention Notice](#) (PCN) or by similar formal methods (see Appendix 1).



## 6. The possible outcomes of an investigation

- 6.1 The following provides a summary of what can be expected. More information on the [various types of formal action](#) is available in the Planning Practice Guidance. The complainant, ward and parish councillors will be notified upon the taking of any formal action.

<p><b>No breach of planning control</b></p> 	<p>Following a site visit or desktop study no breach of planning control is identified. This may be because:</p> <ul style="list-style-type: none"> <li>▪ the matters alleged have not yet occurred;</li> <li>▪ the breach is not ‘development’ and therefore not a matter which falls under our control;</li> <li>▪ the development in question benefits from permitted development rights or ‘deemed consent’, as the case may be);</li> <li>▪ the development already has an express grant of planning permission; or</li> <li>▪ following investigation, there is insufficient evidence to confirm the allegation.</li> </ul>
<p><b>Immune from enforcement action due to passage of time</b></p> 	<p>The investigation reveals that whilst development has taken place, it has been substantially complete or taking place without material interruption for so long that we are unable to take formal action<sup>7</sup>.</p> <p>In cases relating to building operations or the material change of use to a dwellinghouse this period is 4 years, otherwise it is 10 years.</p> <p>Adverts and works to trees carry different restrictions on when formal action may be taken.</p>
<p><b>Negotiations take place to remedy the breach or regularise the situation</b></p> 	<p>Planning guidance advises, where possible, to negotiate resolutions so to avoid formal action. This can often be the quickest way of resolving an issue.</p> <p>Following the initial investigation, and on the basis that a breach is substantiated, the enforcement officer will decide upon the most appropriate steps towards resolving the breach. This response will consider the specific circumstances of the breach and consider the degree of planning harm caused, having regard to the development plan and material considerations.</p> <p>In vast majority of cases, we will first attempt to negotiate and mediate for the removal, reduction or cessation of unauthorised development. A reasonable period will be offered to achieve this compliance, which will vary on a case-by-case basis. This will be communicated as soon as practicable to the complainant.</p>

<sup>7</sup> Given the provisions of [section 171B of the 1990 Act](#).

	<p>Where the investigation reveals that the development has a reasonable prospect of securing a retrospective planning permission, or that conditions are required to control the long-term use of the development, then a retrospective application will be invited. Officers will liaise with relevant stakeholders to inform this position. A reasonable period will normally be allowed for the preparation of supporting plans and documentation to accompany an application.</p> <p>Where the investigation reveals that the development is unlikely to obtain retrospective planning permission, we may move directly to formal action. However, the landowner/operator still has the right to make a retrospective application if they wish to do so.</p> <p>Where a retrospective application is received, the complainant will be notified so to allow for their participation in that process, should they so wish. They will not be directly notified through normal publicity requirements for an application unless they are an adjoining owner or occupier to the site concerned. Most enforcement investigations will be held in abeyance until a decision is made on that application.</p>
<p><b>There is a breach of planning control but it is not expedient to pursue</b></p> 	<p>Expediency is a test of whether the development is causing harm which has an unacceptable impact, either now or likely to in the future, having regard to the development plan and other material considerations. A judgement of expediency can include consideration of the appropriate use of public funds in pursuing the breach. If a breach is identified, it does not automatically mean that formal action will be taken.</p> <p>Should negotiation fail to secure a voluntary resolution or regularisation of the breach, we will consider whether it is in the public interest to pursue the matter to formal enforcement action. We will not usually take formal action against a breach of control that causes no harm. This accords with the national guidance and <a href="#">includes instances where there is a trivial or technical breach that causes no material harm</a>.</p>
<p><b>Formal action is taken</b></p> 	<p>Where expedient, we will consider taking formal action. This will commonly involve the use of an enforcement notice, to which those with a legal interest in the land have a right of appeal. In some cases, a breach of condition notice may be appropriate.</p> <p>Formal action is considered when a retrospective planning application has been refused. This would indicate that the development results in an unacceptable harm.</p> <p>More significant action, such as the use of stop notices or injunctions will be rarely used, reserved for the most serious breaches of planning control. However, we will be prepared to use the most appropriate and effective power(s) that is/are appropriate to deal with an identified breach.</p>

<p><b>An appeal is lodged against an enforcement notice</b></p> 	<p>An appeal may be made to <a href="#">the Planning Inspectorate (PINS)</a> against the serving of an enforcement notice. This must be done before it comes into effect and on up to <a href="#">7 specified grounds</a>.</p> <p>If an appeal is made the requirements of the notice are suspended until the appeal is decided. Enforcement appeals can sometimes take up to a year or longer to be determined.</p> <p>Where an appeal is allowed the enforcement notice is quashed and its requirements no longer apply. If an appeal is dismissed, the notice will take effect from the date of the appeal decision. The Inspector may decide to alter or amend a notice provided that no party is prejudiced by the changes. We will then monitor for compliance with the notice, which remains in force even after compliance has been secured.</p>
<p><b>Prosecution for failure to comply with an enforcement notice</b></p> 	<p>Legal action, such as a prosecution, can only be taken if an individual fails to comply with the requirements of an enforcement notice. The expediency and appropriateness of prosecution is assessed by our legal services team, based upon the evidence held and will only be taken where the evidential and public interest tests have been met.</p>

## 7. Service Expectations

- 7.1 The Council will provide an open, proportionate, consistent and helpful service, in line with the principles of good enforcement practice as set out in our [Planning Customer Charter](#) and [national guidance](#).

### Openness

- 7.2 Due to the sensitive nature of allegations made and the need for the Council to ensure its ability to effectively resolve a breach of planning control, including the taking of formal action, we will not normally disclose correspondence on an enforcement case where the matter is still under investigation or is being monitored for compliance with an enforcement notice. Requests for disclosure of such information will normally be rejected under sections 30, 31, 32, 36, 39, 40(2), 41 and/or 42 the [Freedom of Information Act](#) (FOIA) and/or regulations 12(5)(b) to 12(5)(g) of the [Environmental Information Regulations](#) (EIR).
- 7.3 Requests for disclosure of information relating to a completed investigation, and where any breach of planning control has been resolved, will be considered with the above provisions in mind, noting that we will still redact/remove personal and sensitive data, and any information which may undermine the effective operation of enforcement powers within Milton Keynes.
- 7.4 Where technology allows, we will publish delegated officer reports summarising and explaining the reasons for taking formal action or the closure of a case.

### Confidentiality

- 7.5 The identity of those raising a complaint of an alleged breach of planning control (excluding ward councillors and parish and town councils) is kept confidential. This is so to ensure public

trust and confidence in being able to raise concerns regarding planning control without fear of retribution.

- 7.6 Where we need to pass the contact details of the complainant to other services within the Council or to other organisations, we will ensure that information relating to individuals and businesses is treated carefully, in accordance with the [Data Protection Act](#).
- 7.7 We will not actively disclose correspondence or detailed information on an investigation to a third party but will summarise what action (if any) we have taken and our response. Where a matter proceeds to formal action, the relevant enforcement or other notice will be published on the planning register.

### Proportionality

- 7.8 We will deal with each case on a priority basis, as set out in Table 1. These priorities recognise that it is those breaches causing irreversible harm and irrevocable loss which command an immediate response, as well as swift formal action to curtail the breach.
- 7.9 The priorities also recognise that the majority of breaches are minor in nature and occur because of a lack of knowledge of the planning rules, and that most are commonly resolved through mediation or regularisation. Planning enforcement action will be considerate to the intent and context of the owner/occupier and the development concerned. All relevant circumstances for each case will be considered against the development plan and other material planning considerations.
- 7.10 Our performance against these priorities is monitored quarterly with this and further analysis reported to Planning Committee twice annually.

### Resources

- 7.11 To recognise the extent of resources appropriate to the operation of a discretionary planning enforcement function, the Council will apply the prioritisation of complaints as set out in Table 1. Furthermore, it will seek to record the financial cost of carrying out this function, including also capturing the value of the service through retrospective applications and successful prosecutions, etc.
- 7.12 We will also provide training to ward and town and parish councillors to broaden their knowledge of the planning enforcement function, including the limitations of the service and its powers to take formal action. Informal enforcement sessions for ward councillors and town/parish council clerks are also regularly held. We will also look, where resources allow, to enhance the content available at [on our website](#) to inform the general public on the need for planning permission.

### Consistency

- 7.13 We will seek to effectively manage enforcement cases and apply standard procedures and approaches, making the best use of technology and electronic communications. Discretion and professional judgement are required in all enforcement matters, so we will adhere to national guidance, this LEP and adopted procedures to achieve, as far as practicable, a fair and equitable outcome.
- 7.14 We will keep reliable and up-to-date records of all planning enforcement investigations and retain these in accordance with data retention schedules.

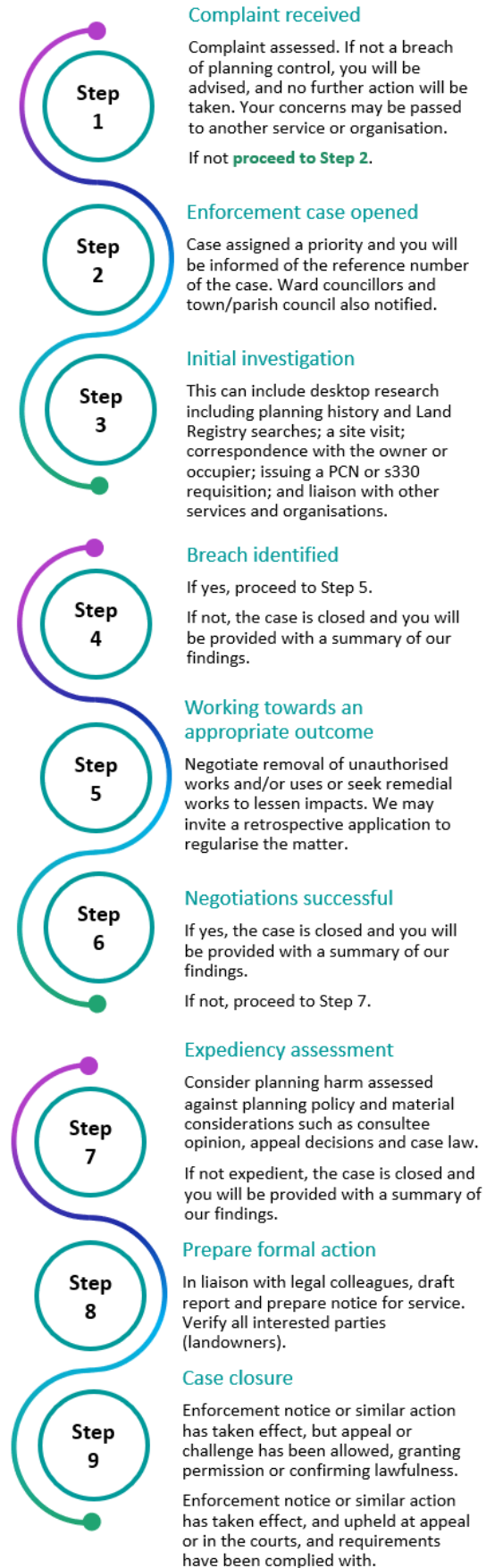
## Helpfulness

- 7.15 We will notify town and parish councils and ward councillors when an enforcement investigation is commenced in their parish/ward. The outcome of the case will also be communicated along with the reasons for the decision.
- 7.16 Complainants will be kept informed of progress as shown in section 5.

## Disputes

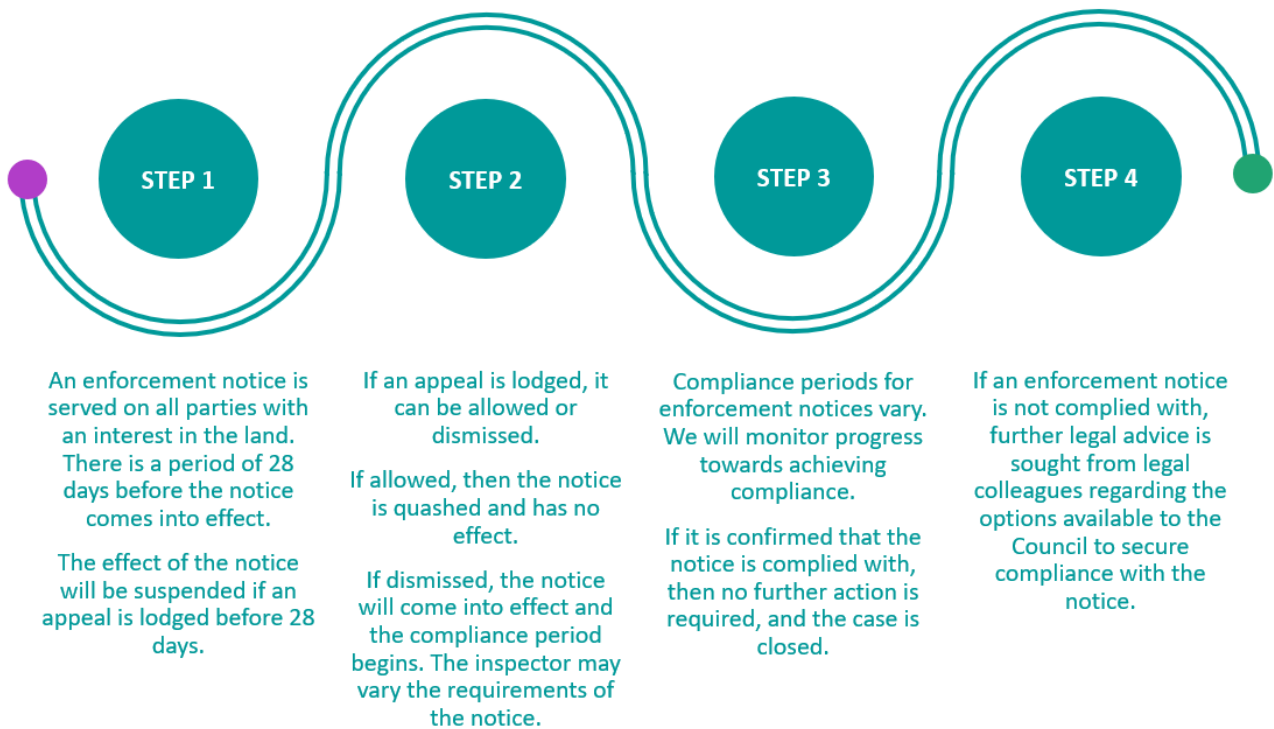
- 7.17 If you are unhappy with how an enforcement case has been investigated, you are able to make a formal complaint by completing the online form at [www.milton-keynes.gov.uk/complaints](http://www.milton-keynes.gov.uk/complaints) where details of the complaints procedure can also be found. Please note that the complaints procedure does not allow for the review of professional judgement exercised in deciding the outcome of an investigation.

## Appendix 1: Summary of the Enforcement investigation process





## Appendix 2: What happens after an Enforcement Notice is served?



**Local Enforcement Plan 2023**

Planning Services  
Milton Keynes Council  
Civic Offices  
1 Saxon Gate East  
Central Milton Keynes  
MK9 3EJ

[planning.enforcement@milton-keynes.gov.uk](mailto:planning.enforcement@milton-keynes.gov.uk)

# Acceptance

# Bill's Minibus and Coach Hire

Client ID	fane001	Quotation ID	5474
Client	Mrs K Fane	Movement ID	7432
Company	Stantonbury Parish Council	Passengers	106
Client Ref 1		Distance	116.1
Client Ref 2			

First Pick-up	Stantonbury Parish Council	Destination	central London
Pick-up Date	Wed 06/12/2023 Time 08:00	Arrival Date	Wed 06/12/2023 Time 09:55
Single Journey	No	Leave Date	Wed 06/12/2023 Time 17:00
Vehicle To Stay	No	Back Date	Wed 06/12/2023 Time 18:55

First Pick-up Instructions	Destination Instructions
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Stantonbury Parish Council  
 126 Kingsfold  
 Bradville  
 Milton Keynes  
 MK13 7DX.  
 Mobile - 07305 076484 - Kerry Fane.  
 Mobile - 07505662658-Sue

Trafalgar Square  
 Trafalgar Sq  
 London  
 WC2N 5DS

Quantity	Seats	Vehicle Description	Unit Price	Price	VAT %	VAT	Total
2	53	Executive Coach	£720.00	£1,440.00	0	£0.00	£1,440.00
Movement Totals				<u>£1,440.00</u>		<u>£0.00</u>	<u>£1,440.00</u>

I have checked all the details above and agree that they are correct. I confirm that I would like to make a firm booking and I accept the above price.

Signature		Print Name		Date	
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