



To all Members of Pembury Parish Council

Cllrs Barrett, Birch, Brooks, Gillan, Hall, Reilly, Simmons, Snow, Stratton, Weaver & Webster

You are hereby summoned to attend the Meeting of **Pembury Parish Council** on **Monday 2 September 2024** at **7:15pm** at the Pembury Parish Office Meeting Room, Lower Green Recreation Ground.

H Munro

Helen Munro
Parish Clerk

Date of Issue: 27 August 2024

Members of the Public and Press are welcome to attend

A G E N D A

1. **APOLOGIES FOR ABSENCE.** To receive and note apologies for absence.
2. **DECLARATIONS OF INTEREST.** To receive declarations of pecuniary and non-pecuniary interests.

The disclosure must include the nature of the interest. If you become aware, during the course of a meeting, of an interest that has not been disclosed under this item, you must immediately disclose it. You may remain in the meeting and take part fully in discussion and voting unless the interest is prejudicial. A personal interest is prejudicial if a member of the public with knowledge of the relevant facts would reasonably regard it as so significant that it is likely to prejudice your judgement of the public interest and it relates to a financial or regulatory matter.

3. **CHAIR'S ANNOUNCEMENTS.** To receive announcements.
4. **OPEN SESSION.** To adjourn the meeting to enable any members of the public present to address the Council.

To allow Members of the public residing or working within the Council's boundary an opportunity to make representations or put questions to the Council for a maximum of 3 minutes per person. This item of business to last no more than 10 minutes as per the Council's Standing Orders. Please note there can be no discussion of these items and issues will either be addressed elsewhere on the agenda or be referred to a future meeting of the Committee. For further information please see [our website](#)

5. **RECOMMENDATION FROM THE PLANNING & HIGHWAYS COMMITTEE.** To discuss the Parish Council stance on moving from Section 106 to Community Infrastructure Levy and consider next steps required.
6. **REPORTS OF COUNTY & BOROUGH COUNCILLORS'.** To receive questions and reports including updates on the Local Plan and any large nearby developments.

7. **24/02085/OUT – HUBBLES FARM, HASTINGS ROAD. OUTLINE (ACCESS ONLY) - DEMOLITION OF EXISTING RESIDENTIAL, FARM BUILDINGS & EQUESTRIAN FACILITIES, DEVELOPMENT OF 99 DWELLINGS WITH ASSOCIATED LANDSCAPING, CEMETERY EXPANSION & ASSOCIATED INFRASTRUCTURE.** To consider planning application and agree next steps.
8. **MINUTES.** To receive and approve the minutes of the meeting held on 1 July 2024 for signature.
9. **COMMITTEE MINUTES.** To note draft minutes of Committees for adoption and receive verbal report and update from Committee Chairs:
 - a. Planning & Highways Committee – 17 July 2024
 - b. Finance & HR Committee – 12 August 2024
10. **CLERK’S REPORT.** To receive report and update on previous actions, on-going projects and any urgent actions taken.
11. **EXTERNAL BODIES.** To receive and note any reports from representatives of External Bodies or other meetings attended.
12. **RECOMMENDATIONS FROM COMMITTEES.**

Finance & HR Committee

- a. To recommend adding the Assistant Clerk to the Unity Bank mandate to view and submit payments.
- b. To recommend purchase of spare laptop.
- c. To recommend disposal of old Dell laptop.
- d. To recommend disposal of old Philips Defibrillator.

13. **RECOMMENDATIONS FROM WORKING GROUPS.**

Climate & Environmental Action Working Group

- a. To approve change of Working Group name to ‘Green’ Pembury.
- b. To approve the aims of the Working Group.
- c. To note plans to develop Coronation Gardens as a wildflower area and add a pond.
- d. To receive verbal report and discuss the option of a 20mph speed limit throughout Pembury. If thought appropriate to agree further research.

Community Events Working Group

- e. To receive verbal update and approve Firework Display event management plans and arrangements.
- f. To consider selling existing stock of helium and balloons originally purchased for sale at Parish Council run events.
- g. To note the outturn on Pembury in the Park and approve the transfer of the surplus to an earmarked reserve to purchase event gazebos.
- h. To consider quotes and approve the purchase of 2 new event gazebos.

14. **PROPOSED DEVELOPMENT ON LAND SOUTH OF HASTINGS ROAD - PE3.**
To note public exhibition.
15. **SOLAR PANELS.** To consider in principle proposal from Pembury Bowls Club to work in partnership to provide solar panels sited on the Bowls Clubhouse.
16. **COUNCILLOR CO-OPTION.**
 - a. To consider co-option of candidate.
 - b. If successful, to approve appointment to committees and working groups.
17. **FINANCIAL INFORMATION.**
 - a. To approve grant payment to the Pembury Scouts of £1,568.54.
 - b. To note the grant agreements from Tunbridge Wells Borough Council for the UK Shared Prosperity Fund and authorise the Chair and Clerk to sign.
 - c. To consider additional bank signatories.
 - d. To note the Accounts for Payment – August 2024.
 - e. To receive and approve the Accounts for Payment – September 2024.
 - f. To receive and approve the Income & Expenditure Report at 30 June 2024
 - g. To receive and approve the Bank Reconciliations at 30 June 2024.
 - h. To receive and approve the Reserves at 30 June 2024.
18. **RISKS.** To consider any new risks affecting the Council and actions required.
19. **QUESTIONS FROM COUNCILLORS AND FUTURE AGENDA ITEMS.** For information only.
20. **FUTURE MEETINGS.** Full Council – Monday 7 October 2024 at 7:15pm at the Parish Office Meeting Room.
21. **CLOSED SESSION.** Pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960, to consider excluding the public and press from the meeting for the next items of business on the grounds that it will involve the likely disclosure of exempt information.
22. **HR MATTERS.**
 - a. To consider quotes for Group Income Protection Cover. Quotes to follow.
 - b. To approve the amended plan and agree delegation for the process up to and including the appointment of the successful candidate to the Clerk in consultation with the Chair and Vice Chair.

Extract from the following website:

[Section 106 and CIL explained | Saffron for Intermediaries](#)

What is a Section 106 Agreement?

Section 106 (S106) agreements, which are also known as planning obligations, are legal agreements made between local authorities and developers.

S106 agreements are designed to address issues that new developments may place on local infrastructure. The agreement will vary depending on the nature of a development, but will typically address issues such as:

- Affordable housing
- Highways
- Education
- Public open space
- Town centre improvements

The content of a S106 agreement is agreed during the consultation period of the planning application and the agreement is prepared by the council's solicitor. Smaller developments have the option of completing a Unilateral Undertaking instead of a full S106 agreement.

What is a Community Infrastructure Levy?

A Community Infrastructure Levy (CIL) is a new planning charge introduced by the government via the Planning Act 2008. It provides a means of ensuring that a new development contributes to the cost of the infrastructure that the development will rely on, such as schools and roads.

The levy applies to most new buildings and charges are based on the size and type of the floor space being created. The idea behind the CIL is that it's fairer, faster and more certain than the system of S106 planning obligations, which are negotiated on a case-by-case basis.

Under the system of S106 planning obligations only 6 per cent of all planning permissions nationally made any contribution to the cost of supporting infrastructure. With CIL, all but the smallest building projects will make a contribution towards infrastructure costs.

S106 or CIL?

All local authorities in England & Wales are empowered, but not required, to charge a CIL on new developments in their area. Although S106 planning obligations will continue with some developments, reforms have been introduced to restrict their use.

It's worth bearing in mind that the CIL is intended to provide infrastructure to support a development, rather than make an application acceptable in planning terms. There may therefore be some site-specific impact mitigation requirements without which a site won't be granted planning permission. A S106 planning obligation may therefore be imposed to ensure that the consequences of a development can be mitigated.

What is and is not liable for CIL?

A development will be liable for CIL if it involves:

- new build of at least 100m² gross internal area (GIA) floor space or
- the creation of one or more dwellings.

A development is not liable for CIL if it:

- involves only a change of use, conversion or extension.
- is for structures such as wind turbines, pylons or buildings into which people don't normally go (e.g. for housing plant or machinery).
- is permitted by a 'general consent' or is for a use which benefits from zero charges set out in the CIL charging structure.

Further information

You can find further information about S106 and CIL charges at:

www.gov.uk/guidance/planning-obligations

www.gov.uk/guidance/community-infrastructure-levy

You may also find further information in the planning section of your local authority's website.

Minutes of the **FULL COUNCIL** meeting held at Parish Office, Lower Green Recreation Ground on Monday **1 July 2024** at 7.15pm.



Councillors Present:

Cllr K Brooks (Chair)	Cllr D Reilly
Cllr N Stratton (Vice-Chair)	Cllr P Simmons
Cllr M Barrett	Cllr C Snow
Cllr A Birch	Cllr M Weaver
Cllr P Gillan	Cllr J Webster
Cllr G Hall	

Officers Present:

H Munro (Clerk)

Others present:

County Cllr P Barrington-King	Borough Cllr A Birch
Borough Cllr D Hayward	Borough Cllr H Paterson

24/102. **APOLOGIES FOR ABSENCE.** There were none.

24/103. **DECLARATIONS OF INTEREST.** There were none.

24/104. **CHAIR'S ANNOUNCEMENTS.** The Chair thanked everyone for attending the recent Community Litter Pick despite the wet weather. She also reminded Councillors of the Pembury in the Park event on Saturday, 6 July. Volunteers on the day would be reminded of their duties shortly.

24/105. **OPEN SESSION.** No members of the public were present.

24/106. **REPORTS OF COUNTY & BOROUGH COUNCILLORS.** Reports were received and the following were noted:

- A meeting with Kent Highways Services has been arranged to discuss updating the Highways Improvement Plan.
- Local Plan hearings are currently in progress and the second week scheduled later in the month.
- There was concern about the legal representation for Tunbridge Wells Borough Council (TWBC) at the appeal hearing for some planning applications in the parish. Cllr Paterson agreed to liaise with Planning Officers on this matter.
- An update on policing in the borough was reported. A named police officer now covers Pembury.

Cllrs Barrington-King, Hayward and Paterson left the meeting at 7:33pm.

- 24/107. **MINUTES.** It was **RESOLVED** that the minutes of 3 June 2024 be approved and were signed by the Chair as an accurate record.
- 24/108. **COMMITTEE MINUTES.** It was **RESOLVED** to approve the draft minutes of the following meetings. Updates were noted.
- a. Planning & Highways Committee – 17 June 2024.
 - b. Open Spaces Committee – 24 June 2024.
- 24/109. **CLERK’S REPORT.** The following report was noted:
- a. Cornford Court
A letter is to be written to the Chief Executive and Head of Planning expressing concern about the recent decision to grant planning permission. This would be discussed further at the next Planning & Highways Committee meeting.
 - b. Local Plan
The response was submitted to the Planning Inspector. The second hearing week is scheduled for 16 to 19 July.
 - c. Grant Funding
Applications for the War Memorial paving, and 2 notice boards were submitted. An update is awaited.
 - d. PE3 (Land south of Hastings Road) update
The developer is preparing their public engagement meeting for the week commencing 28 July.
 - e. PE2 (Hubbles Farm) update
An update from the developer was received and circulated to all.
 - f. Photo Competition
Winners of the competition had been selected and would be informed by email shortly. Amazon vouchers would be given to the winners. A presentation to be made at Pembury in the Park.
- 24/110. **EXTERNAL BODIES.** Reports for the recent Police meeting and Parish Chairmen meeting were noted.
- 24/111. **COMMITTEES AND MEETINGS.**
- a. Consideration to change Committee meeting days and times were discussed. It was **RESOLVED** that the Planning and Highways Committee meetings be changed to the third Wednesday of the month at 7pm with immediate effect.

- b. It was **RESOLVED** to add Cllr Hall as a member of the Planning & Highways Committee. He was appointed as Vice-Chair of the Committee.

24/112. **RECOMMENDATIONS FROM COMMITTEES.**

Open Spaces Committee

- a. It was recommended that changes to memorial sizes would only be effective in the new burial area only. It was **RESOLVED** that this be approved.
- b. A recommendation to install one goal in the recreation ground for informal use was discussed. Pembury Athletic Youth Football Club had agreed to fund 50% of the cost of the goal and the remaining funds would come from general reserves. Installation costs were currently being sought. It was **RESOLVED** that this be approved.

24/113. **PEMBURY IN THE PARK.** An update was reported. There was concern that the event clashed with the England Euro Football match starting at 5pm. After much discussion, it was **RESOLVED** that Cllr Birch would liaise with the bands to check they could start slightly earlier and have shorter breaks. If this was possible then the event could start an hour earlier than planned to minimise the impact.

24/114. **FINANCIAL INFORMATION.**

- a. It was **RESOLVED** to approve the accounts for payment for July 2024 for £22,427.57. Previous transfers from the Unity current account to the Unity savings account of £40,500 were ratified and a new transfer from the Unity savings account to the Unity current account of £20,000 were approved by **RESOLUTION**. Approved payments are listed in Appendix 1.
- b. Arrangements for payments during the summer recess were noted.

24/115. **RISKS.** There were none.

24/116. **QUESTIONS FROM COUNCILLORS AND FUTURE AGENDA ITEMS.** There were none.

24/117. **FUTURE MEETINGS.** The date of the next Full Council meeting would be held on Monday 2 September 2024 at 7.15pm at the Parish Office.

24/118. **CLOSED SESSION.** Pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960, it was **RESOLVED** to exclude the public and press

from the meeting for the next items of business on the grounds that it will involve the likely disclosure of exempt information at 8:12pm.

- 24/119. **HR MATTERS.** An update was reported and noted. Help was offered to support the staff while the office was short staffed.

There being no other business, the meeting closed at 8:21pm.

Signed: _____ Date: _____
Chair

Accounts for Payment - July 2024			
Our Ref:	Payee	Description	Total £
ACCOUNTS FOR PAYMENT BY BACS - July 2024			
07/048	HMRC	Tax/NI	2,387.69
07/049	Kent Pension Fund	Pensions	2,336.74
07/050	Christine Snow	Refund for Community Gardening	51.36
07/051	Capel Groundcare	Repaint MUGA Lines & Graffiti removal	864.67
07/052	Knockout Print	Pembury in the Park banners x3	144.00
07/053	Viking	Stationery	62.17
07/054	B&Q (Trade Point)	Wood glue / supplies	138.75
07/055	26 Works	PVN Printing	1,818.80
07/056	Tivoli	Dog bin empties	318.14
07/057	** REDACTED **	Allotment deposit refund	50.00
07/058	New Dreams	Office Cleaning (Apr, May & Jun)	238.00
07/059	Heliocentrix	IT June	259.66
			8,669.98
DEBIT CARD - June 2024			
DC06/11	Pembury Autos	Repair on Truck	45.89
DC06/12	Cash	Pembury in the Park Bands	710.00
			755.89
DIRECT DEBITS - June 2024			
DD 06/036	NEST	Pension Contributions	89.41
DD 06/037	Wex	Fuel Charges	83.98
DD 06/038	Public Works Loan Board	Loan Repayments	2,059.48
DD 06/039	Wex	Fuel Charges	78.26
DD 06/040	BT	Telephone & Broadband	226.31
DD 06/041	TWBC	Business Rates Cemetery	54.00
DD 06/042	TWBC	Business Rates Office & Depot	991.00
DD 06/043	Wex	Fuel Charges	59.62
DD 06/044	Castle Water	Water - Lower Green Rec	31.69
DD 06/045	Castle Water	Water - Woodside	10.37
DD 06/046	Castle Water	Water - Lower Green Cemetery	7.51
DD 06/047	Castle Water	Water - Pembury Burial Grounds	15.78
DD 06/048	Sage	Payroll support	15.60
DD 05/049	SSE	Unmetered Supply	169.56
DD 06/050	Castle Water	Water - Allotments (Sturgeons)	6.26
DD 06/051	Wex	Fuel Charges	170.21
DD 06/052	O2	Mobile phone charges	110.47
DD 06/053	Veolia	Waste charges	93.60
			4,273.11
CONFIDENTIAL SALARIES - June 2024			
CS 06/03			8,728.59
TOTAL EXTERNAL PAYMENTS			22,427.57
Internal Payments - June/July 2024			
TR 06/01	Pembury PC Unity current account	Pembury PC Unity savings account	£ 500.00
TR 06/02	Pembury PC Unity current account	Pembury PC Unity savings account	£ 40,000.00
TR 07/03	Pembury PC Unity savings account	Pembury PC Unity current account	£ 20,000.00
TOTAL INTERNAL PAYMENTS			£ 60,500.00

Initialled

Minutes of the **PLANNING AND HIGHWAYS COMMITTEE** held at the Parish Council offices on **MONDAY 17 JULY 2024** at 7:00pm.



Councillors Present:

Cllr D Reilly (Chair)	Cllr M Barrett
Cllr G Hall (Vice-Chair)	Cllr K Brooks

Apologies:

Cllr J Webster

Officers Present:

H Munro (Clerk)

Other Attendees:

2 Members of the public

24/120. **APOLOGIES FOR ABSENCE.** Apologies were received from Cllr Webster. It was **RESOLVED** that the apology and reason be accepted.

24/121. **DECLARATIONS OF INTEREST.** There were no declarations of interest made. Cllr Reilly declared he had been lobbied by a resident about item 24/126a. 24/01578/FULL 11 Greenleas.

24/122. **MINUTES.** It was **RESOLVED** that the minutes of the 17 June 2024 be approved and were signed by the Chair as an accurate record.

24/123. **CHAIR'S ANNOUNCEMENTS.** The Chair announced that proposed changes to Planning legislation would be closely monitored. Until the legislation was available it was not known if there would be an impact on the Pembury Neighbourhood Plan (PNP). Housing targets have been reimposed on Local Authorities, which could have implications on the emerging Local Plan.

24/124. **CLERK'S REPORT.** The following report was noted:

- a. Speeding in the Village. Another 30-mph banner is still awaited from Kent Highway Services and will be raised at the meeting with them.
- b. 24/01356/FULL - Tesco. The applicant is preparing further information as a result of transport queries raised. Consultation on the updated information to be undertaken when Tunbridge Wells Borough Council (TWBC) notifies the Parish Council.

24/125. **OPEN SESSION.** Residents spoke about their concern about traffic and speeding in the village.

24/126. **PLANNING APPLICATIONS.** The following were considered, and it was **RESOLVED** to submit the following responses to TWBC:

- a. **24/01578/FULL 11 Greenleas**

Double storey front and rear extension and single storey side extension.

Pembury Parish Council were unable to respond due to the lack of detail or measurements submitted within the planning application. However, they do have the following concerns:

- The extension is very large and much bigger than other extensions on neighbouring properties.
- The proposed dwelling is not in keeping with the existing streetscene.
- The proposed dwelling would overshadow neighbouring properties, particularly no. 13.
- There is no mention of energy saving measures as per Policy P4 of the PNP.
- There is no reference to the requirements of PNP policies within the application.

b. **24/01586/FULL 2 Stone Court Lane**

Demolish existing and erect a part single, part two storey rear extension, first floor front extension and side porch.

SUPPORT if it does not impact the residential and visual amenity.

24/127. **LATE PLANNING APPLICATIONS.** There were none.

24/128. **OTHER APPLICATIONS.** The following applications were noted.

a. **24/01640/SUB 30 Henwoods Mount**

Submission of Details in relation to Condition 3 (External Materials) of 24/00558/FULL.

b. **24/01656/TCA Postillions 2 Hastings Road**

Trees in a Conservation Area Notification: CYPRESS HEDGE (A) - Partial removal; CHERRY (B) - Remove; SYCAMORE (C) - Removal of 4no. branches overshadowing church lawn; BEECH (D) - Removal of 4no. branches overshadowing orchard; PERSIAN IRONWOOD (E) - Removal of 2no. branches.

24/129. **OTHER LATE APPLICATIONS.** There were none.

24/130. **DECISIONS.** The following decisions were noted:

a. **24/01244/SUB 2 Hawkwell Cottage, Maidstone Road**

Submission of Details in relation to Condition 4 - GRANTED
Rooflight Details of 23/03195/LBC.

- b. **24/01443/NMA Orchard View, Stone Court Lane**
Non-Material Amendment in relation to REFUSED
24/00220/FULL - Pitched roof to rear.
- c. **21/02291/FULL The Meadows, Pastheap Farm, Hastings Rd**
Erection of 2.3m acoustic fencing (Retrospective). WITHDRAWN
- d. **21/02292/FULL The Meadows, Pastheap Farm, Hastings Rd**
Erection of 40m x 20m riding arena with associated WITHDRAWN
earthworks (Retrospective).
- e. **24/01272/FULL Cottleston Farm, Kings Toll Road**
Extension to barn conversion & alterations to GRANTED
fenestration on all elevations (23/02496/FULL
refers).

24/131. **CORNFORD COURT APPLICATION 23/03419/FULL.** The next steps were considered. The letter to the Chief Executive and Head of Planning at TWBC would be finalised shortly and emailed to committee members before being sent. It was **RESOLVED** that consideration of the next steps up to and including a judicial review would be discussed at the next Committee meeting and a recommendation made to Full Council for consideration at the October meeting.

24/132. **LOCAL PLAN.** An update on progress of the Local Plan hearings was reported. It was **RESOLVED** that an update be sought from representatives of neighbouring parish councils. Borough Cllr Paterson would also be asked to give an update at the September Full Council meeting.

24/133. **PE3 – LAND SOUTH OF HASTINGS ROAD.** The public exhibition on 31 July from 3:30pm to 7pm in Pembury Pavilion was noted.

There was concern that TWBC used Section 106 rather than the Community Infrastructure Levy (CIL) which could benefit local communities more and could make an 'Infrastructure First' approach more realistic. It was **RESOLVED** that an item be put on the September Full Council agenda for discussion of the Parish Council's stance on CIL.

24/134. **DEFIBRILLATOR.** The recommended quotes to replace the public access defibrillator on the Chemist wall were considered. It was **RESOLVED** to purchase the iPad SP1 Fully Automatic Defibrillator from the Defib Warehouse at a cost of £920 plus VAT.

24/135. **HIGHWAYS IMPROVEMENT PLAN (HIP)**

- a. The meeting with Kent County Council to discuss the HIP on 19 July was noted.

- b. Changes to the HIP were considered and it was **RESOLVED** that safety measures around the school would be priority 1. The junction of Canterbury Road with Hastings Road would priority 2.
- c. Consideration of forming a group to research into future schemes was discussed. It was **RESOLVED** that interested residents, Planning & Highways Committee members and County and Borough Councillors be invited to join the group.

24/136. **ENFORCEMENT.** An update on enforcement action was noted. An update on the obstruction of a footpath would be requested.

24/137. **RISKS.** There was nothing further discussed.

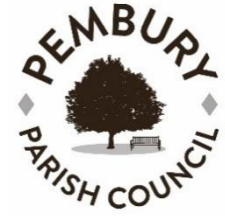
24/138. **QUESTIONS FROM COUNCILLORS OR AGENDA ITEMS FOR FUTURE MEETINGS.** There were none.

24/139. **MEETING DATES.** The next meeting would take place on Wednesday 18 September at 7pm.

There being no other business, the meeting closed at 8:20pm.

Signed: _____ Date: _____
Chair

Minutes of the **FINANCE & HR COMMITTEE** meeting held in the Parish Office, Lower Green Road, Pembury on **Monday 12 AUGUST 2024** at 3:35pm



Councillors Present:

Cllr N Stratton (Chair)

Cllr P Simmons

Cllr K Brooks (Vice-Chair)

Also in attendance:

Helen Munro (Clerk)

24/140. **APOLOGIES FOR ABSENCE.** There were none.

24/141. **DECLARATIONS OF INTEREST.** There were none.

24/142. **MINUTES.** The minutes from the Committee meeting held on 29 April 2024 were approved and signed by the Chair as an accurate record.

24/143. **CHAIR'S ANNOUNCEMENTS.** Cllr Simmons was welcomed to his first Finance & HR Committee meeting.

24/144. **CLERK'S REPORT.** The following report was **noted**:

- a. Governance. Due to work pressures, the Disciplinary Policy and Scheme of Delegation have not been reviewed. To be actioned in due course.
- b. Banking and Investments. Due to work pressures, research into new savings accounts will be actioned in due course.
- c. Pensions. A quote for specialist pension advice has been obtained and was approximately £6,000. This would be added to the 2025/26 budget wish list for future consideration.

24/145. **OPEN SESSION.** There were no members of the public present.

24/146. **GOVERNANCE & POLICIES.**

- a. Financial Regulations. New model Financial Regulations from the National Association of Local Councils were circulated. These would be reviewed, compared to the existing regulations, and discussed at the next committee meeting.

The following policies were reviewed, and minor amendments made. It was **RESOLVED** to approve the updated policies.

- b. Retention and Disposal Policy.
- c. CCTV Policy.
- d. Tree Management Policy.
- e. Bee Keeping Policy.
- f. Grant awarding Policy and Application Form.
- g. Debit and Credit Card Policy.

24/147. **RISKS.**

- a. The updated Council risk assessment was reviewed, and it was **RESOLVED** that it be approved.
- b. The risk assessment for Pembury in the Park 2024 was noted.

24/148. **BANKING & INVESTMENTS.** Due to office staff changes, it was **RESOLVED** to recommend to Full Council that the Assistant Clerk be added to the Unity Bank mandate to view and submit payments only.

24/149. **FINANCIAL INFORMATION.** Reports to 30 June 2024 were reviewed. It was **RESOLVED** that they be recommended to Full Council:

- a. Income and expenditure report. Variances were noted.
- b. Bank reconciliations. The bank reconciliations had been checked by Cllr Brooks from April to June 2024.
- c. Reserves.

It was **RESOLVED** that the following recommendations be made to Full Council:

- d. Purchase of a spare laptop. It was **RESOLVED** to recommend to Full Council that a replacement laptop be purchased for £340 plus VAT. Funds to be taken from general reserves. It was also **RESOLVED** to recommend to Full Council that the old Dell laptop be disposed of.
- e. It was **RESOLVED** to recommend to Full Council that the Philips defibrillator be disposed of.

24/150. **QUESTIONS FROM COUNCILLORS OR AGENDA ITEMS FOR FUTURE MEETINGS.** There were none.

24/151. **NEXT MEETING DATE.** Monday 14 October 2024 at 3:30pm in the Parish Office.

24/152. Pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 it was **RESOLVED** to excluding the public and press from the meeting for the next items of business on the grounds that it will involve the likely disclosure of exempt information at 4:27pm.

24/153. **HR MATTERS.**

- a. Recruitment. An updated recruitment programme was discussed. It was **RESOLVED** that this be recommended to Full Council for approval.
- b. Staff Working Patters and public opening hours. Amended working patters were discussed but no changes were currently required.
- c. Sick Pay Insurance. Quotes were circulated. More information was needed for one of the quotes. It was **RESOLVED** that Cllr Stratton contact the provider to clarify the details and report back to Committee members by email. It was **RESOLVED** that a recommendation would be agreed by email and made to Full Council at their next meeting.

There being no other business, the meeting closed at 5:09pm.

Signed: _____ Date: _____
Chair

Report to: Full Council
Date of meeting: 2 September 2024
By: Clerk
Subject: Clerk's Report

Decision/s Required: To note update.

Update on outstanding actions from previous meetings not elsewhere on the agenda

1. Cornford Court

A letter is being written to the Chief Executive and Head of Planning.

2. Football Goal

The goal is scheduled to be delivered and installed in mid-September.

Items to note

3. Vandalism / Damage

An old sofa was fly tipped in Lower Green Recreation Ground. TWBC collected it.

4. Other / Urgent actions taken

The next community litter pick is scheduled on Saturday 28 September. We Waste and Rapid Response Team have confirmed they are attending the event.

24th July 2024

Green Pembury

Aims

Green Pembury is a group of Parish Councillors and other villagers dedicated to protecting, preserving and improving the environment. Our aims are to:

1. take the lead within the village, sharing knowledge with our fellow villagers via talks and exhibitions about global warming and other existential environmental issues and inspiring them to take action to preserve the planet and its inhabitants.
2. show an example ourselves by making changes in the operation of the Parish Council itself and in the wider village such as reducing energy use, taking measures to enable people to switch from car use to walking and cycling for short journeys, planting trees, refurbishing ponds, creating wildflower meadows etc, and publicising our actions clearly and regularly.
3. by these measures become a shining example to other wards within the Tunbridge Wells area, within Kent and more widely within the UK, so galvanising them into following our educational and practical actions and preserving the environment for our children and grandchildren.

(Paul Mason, group member)

Event Gazebo Quotes

	GAZEBO 1	GAZEBO 2	GAZEBO 3
	3x3m	3x4.5m	3x6m
3mx3m pop up gazebo	297.49	388.33	519.99
Valance Text	54.16		
Logo	165.82		
Storage bag			
Side walls	119.99		
Carriage	-		
TOTAL	637.46	388.33	519.99

Budget - gazebo 422.61

Projected outturn 361.00

TOTAL BUDGET	783.61
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OPTION 1a	
3x3m gazebo plus full extras	637.46
3x4.5m gazebo no extras	388.33
TOTAL COST	1,025.79
Shortfall	- 242.18

OPTION 1b	
3x3m gazebo logo / no side walls	517.47
3x4.5m gazebo no extras	388.33
TOTAL COST	905.80
Shortfall	- 122.19

OPTION 2a	
3x3m gazebo plus full extras	637.46
3x6m gazebo no extras	519.99
TOTAL COST	1,157.45
Shortfall	- 373.84

OPTION 2b	
3x3m gazebo logo / no side walls	517.47
3x6m gazebo no extras	519.99
TOTAL COST	1,037.46
Shortfall	- 253.85

[REDACTED]
 Pembury Guide & Scout Headquarters
 Management Committee
 [REDACTED]
 [REDACTED]
 Kent
 [REDACTED]

Unity Insurance Services
 Suite 8 The Quadrant
 60 Marlborough Road
 Lancing Business Park
 Lancing • West Sussex • BN15 8UW

 T: 0345 040 7704
 F: 0345 040 7705
 E: guiding@unityins.co.uk

unityins.co.uk/girlguiding-insurance

Receipt

Client Ref: [REDACTED]
 Policy Ref: [REDACTED]
 Date: 16 July 2024

			Amounts (£)
Commercial Combined - Guides Property & Equipment Renewal	Atrium Underwriters Ltd Syndicate 609 at	Premium	1,373.70
	Lloyds	Insurance Premium Tax	164.84
	Policy Number: [REDACTED]	Admin Fee	30.00
	[REDACTED]		
Policy Term: 18 July 2024 - 17 July 2025			
TOTAL			£1,568.54

Payment of the above amount has been received with thanks.

DATED

2024

TUNBRIDGE WELLS BOROUGH COUNCIL

and

PEMBURY PARISH COUNCIL

**UK SHARED PROSPERITY FUND
UKSPF COMMUNITY GRANTS PROGRAMME
GRANT AGREEMENT**

Mid Kent Legal Services
Ref: T019802

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THIS GRANT AGREEMENT is made on the _____ day of _____ 2024

BETWEEN:

- (1) **TUNBRIDGE WELLS BOROUGH COUNCIL** of Town Hall, Royal Tunbridge Wells, Kent, TN1 1RS (the “**Council**”); and
- (2) **PEMBURY PARISH COUNCIL** of Lower Green Recreation Ground, Lower Green Rd, Pembury, Tunbridge Wells TN2 4DZ (the “**Recipient**”) (together the “**Parties**”).

BACKGROUND

- (A) The Council is keen to support local communities and places as part of the Tunbridge Wells UK Shared Prosperity Fund Investment Plan, as agreed by TWBC Cabinet on 20 July 2022.
- (B) The Recipient will deliver the “Notice board / displays of footpath map” (the “**Project**”) in relation to the Council’s decision.
- (C) The Recipient has applied to the Council for grant funding in support of the Project and, having met the requisite criteria, the Council has agreed to pay the Grant to the Recipient to assist it in delivering the Project.
- (D) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- (E) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: the date that this agreement is completed.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of £2,869 to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 1 March 2025;

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Council for the purposes of this Agreement.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant for the delivery of the Project only and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Recipient shall not make any changes to the Project without the Council's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Council shall pay the Grant to the Recipient upon completion of this Agreement. The Recipient agrees and accepts that payment of the Grant can only be made to the extent that the Council has available funds.
- 3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 3.6 The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget, schedule, output/outcomes and risk mitigation as set out in Schedule 1.
- 4.2 The Grant shall only be used solely in compliance with the capital/revenue split for the Project agreed to by the Ministry of Housing, Communities and Local Government.
- 4.3 Any alteration to the capital/revenue split for the project must be approved in advance and in writing by the Council.
- 4.4 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 1 together with a clear description of what that funding shall be used for.
- 4.5 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body;
 - (b) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
- unless this has been approved in writing by the Council.
- 4.6 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.7 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use to deliver the project by an agreed date.
- 4.8 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to. This must be undertaken in line with the [guidance provided](#) by the Ministry of Housing, Communities and Local Government in their United Kingdom Shared Prosperity Fund.
- 6.2 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.3 Along with its first quarterly financial report, the Recipient shall, upon the request of the Council, provide the Council with a risk register and insurance review in the format provided by the Council. The Recipient shall address the health and safety of its staff in the risk register.
- 6.4 The Recipient shall, on request, provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

- 6.5 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.7 The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in any annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project.
- 7.3 If using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 7.5 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.
- 8.3 Where the Council has provided the Recipient with any Intellectual Property Rights belonging to the Ministry of Housing, Communities and Local Government for use in connection with the Project, the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the
- 9.2 term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.3 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

10.2 The Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

10.3 The Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 2018 (**DPA**) and both

Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- (c) the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
- (e) The Recipient alters the capital/revenue split of the Project without the written authorisation of the Council;
- (f) the Recipient obtains duplicate funding from a third party for the Project;
- (g) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- (h) the Recipient provides the Council with any materially misleading or inaccurate information;
- (i) the Recipient commits or committed a Prohibited Act;
- (j) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
- (k) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (l) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any

arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

- (m) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.

12.3 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall at all times have in force with reputable insurers or underwriters, approved by the Council, the following insurances for the period of the Term of this Agreement:

17.1.1 Public liability insurance with a limit of indemnity of not less than **£5 million** in relation to any one claim; and

17.1.2 Employers liability insurance with a limit of indemnity of not less than **£10 million** in relation to any one claim; and

17.1.3 All other insurances required by law.

17.2 In the event that the Recipient do not effect such insurance, the Council may take out such insurance on behalf of the Council in which case the Commission shall pay on demand the cost to the Council of taking out such insurance.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Council may terminate this Agreement if the Recipient is in breach of the terms herein and / or the Grant Application. Any monies awarded to the Recipient shall upon termination become due and the Recipient shall return

the grant sum awarded. and any Grant payments on giving the Recipient [one month's] written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day, they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

23.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Council from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Director of Regeneration and Neighbourhoods of the Council and the relevant senior executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. MODERN SLAVERY

27.1 The Parties shall comply with the provisions of the Modern Slavery Act 2015.

28. PREVENT

28.1 The Parties shall ensure that their personnel have a good understanding of the need to prevent people being drawn into terrorism and in the event of there being a concern about a person, shall notify the Authority.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED
by the affixing of the COMMON SEAL of
TUNBRIDGE WELLS BOROUGH
COUNCIL
in the presence of:

.....
Authorised Signatory

SIGNED as a DEED

By **PEMBURY PARISH COUNCIL**

.....
SIGNATURE OF PARISH CHAIR

Witnessed by:

Name

Address

Signature

Date.

Schedule 1: The Project (as approved by the Council)

Project name: Notice board / displays of footpath map

UKSPF Priority Area: Communities and Place

UKSPF Intervention: E11: Investment in capacity building and infrastructure support for local civil society and community groups.

UKSPF moneys allocated to the project: £2,869

Capital/Revenue split of the project: 100 percent Revenue

Description of the project:

Provide external notice board / displays around the village with parish footpath maps to highlight the surrounding public rights of way network. This will encourage people to use the public rights of way for walking, cycling and riding in the surrounding countryside. It will also encourage people to walk and cycle rather than drive within the village.

The notice board / displays will be located on the village green, which is a very visible central location. This will encourage a wide variety of people to access the information. The second display will be located on the edge of the woods in Lower Green Cemetery. This is adjacent to the Pembury Primary School and is a well-used path for children going to school as well as dog walkers.

The two locations have been selected to help inform visitors who may not be aware of the wide public rights of way network nearby as well in addition to those that already use the paths.

This project leads on from the footpath map project which supplied an updated printed and digital footpath map showing the footpaths/twittens in the central area and public rights of way in the wider parish.

Evidence that the Project is eligible within the UKSPF intervention selected

The project will share the footpath map with residents and visitors on displays in 2 locations around the village. This will encourage people to visit the surrounding countryside and woodland even if they do not have their own footpath map. The project makes the countryside and woodland more accessible to a wider group of people. The project encourages people to walk, cycle or ride as part of a healthier lifestyle.

Outputs and outcomes

Output/Outcome	Target
Number of facilities supported/created	2

Improved engagement numbers	10% increase
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Details of project expenditure:

Item of Expenditure	Budget (in UK Sterling)
Interpretation panel design & artwork	£1,069
Display boards/noticeboards x2	£1,693
Delivery	£95
Installation	£12
Total	£2,869

Timeline of project delivery

Milestone	Target Date
Appoint contractor.	July 2024
Delivery of notice boards.	By December 2024
Install notice boards.	By January 2025

Identification of risks and mitigation measures

Risk	Mitigations to reduce risk	Severity of risk
Incorrect map on displays	Proof reading done by several people.	L
Notice boards not installed correctly.	Parish Council Groundsmen to install.	L
Permission not granted for works	Displays located on Parish Council land. No other permission required.	L

Project Management

Project lead (please name)	Helen Munro
Project lead contact number	01892-823193 07917-325386
Project lead email address	clerk@pemburyparishcouncil.gov.uk
Has a Steering Board been constituted to oversee the project – please provide details	YES
Does the project involve employing staff who will manage the staff? - if yes explain	NO
Do volunteers have DBS checks if required?	N/A

Schedule 2: Payment Schedule

Payment of £2,869 for use in the 2024/25 financial year only.

Declaration:

I confirm that the details provided above are correct:

Signed:

PEMBURY PARISH COUNCIL

.....
SIGNATURE OF PARISH CHAIR

Witnessed by:

Name

Address

Signature

Date.

DATED

2024

TUNBRIDGE WELLS BOROUGH COUNCIL

and

PEMBURY PARISH COUNCIL

**UK SHARED PROSPERITY FUND
UKSPF COMMUNITY GRANTS PROGRAMME
GRANT AGREEMENT**

Mid Kent Legal Services
Ref: T019802

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THIS GRANT AGREEMENT is made on the _____ day of _____ 2024

BETWEEN:

- (1) **TUNBRIDGE WELLS BOROUGH COUNCIL** of Town Hall, Royal Tunbridge Wells, Kent, TN1 1RS (the “**Council**”); and
- (2) **PEMBURY PARISH COUNCIL** of Lower Green Recreation Ground, Lower Green Rd, Pembury, Tunbridge Wells TN2 4DZ (the “**Recipient**”) (together the “**Parties**”).

BACKGROUND

- (A) The Council is keen to support local communities and places as part of the Tunbridge Wells UK Shared Prosperity Fund Investment Plan, as agreed by TWBC Cabinet on 20 July 2022.
- (B) The Recipient will deliver the “War memorial paving refurbishment” (the “**Project**”) in relation to the Council’s decision.
- (C) The Recipient has applied to the Council for grant funding in support of the Project and, having met the requisite criteria, the Council has agreed to pay the Grant to the Recipient to assist it in delivering the Project.
- (D) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- (E) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: the date that this agreement is completed.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of £1,250 to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 1 March 2025;

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Council for the purposes of this Agreement.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant for the delivery of the Project only and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Recipient shall not make any changes to the Project without the Council's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Council shall pay the Grant to the Recipient upon completion of this Agreement. The Recipient agrees and accepts that payment of the Grant can only be made to the extent that the Council has available funds.
- 3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 3.6 The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget, schedule, output/outcomes and risk mitigation as set out in Schedule 1.
- 4.2 The Grant shall only be used solely in compliance with the capital/revenue split for the Project agreed to by the Ministry of Housing, Communities and Local Government.
- 4.3 Any alteration to the capital/revenue split for the project must be approved in advance and in writing by the Council.
- 4.4 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 1 together with a clear description of what that funding shall be used for.
- 4.5 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body;
 - (b) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
- unless this has been approved in writing by the Council.
- 4.6 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.7 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use to deliver the project by an agreed date.
- 4.8 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to. This must be undertaken in line with the [guidance provided](#) by the Ministry of Housing, Communities and Local Government in their United Kingdom Shared Prosperity Fund.
- 6.2 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.3 Along with its first quarterly financial report, the Recipient shall, upon the request of the Council, provide the Council with a risk register and insurance review in the format provided by the Council. The Recipient shall address the health and safety of its staff in the risk register.
- 6.4 The Recipient shall, on request, provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

- 6.5 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.7 The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in any annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project.
- 7.3 If using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 7.5 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.
- 8.3 Where the Council has provided the Recipient with any Intellectual Property Rights belonging to the Ministry of Housing, Communities and Local Government for use in connection with the Project, the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the
- 9.2 term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.3 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

10.2 The Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

10.3 The Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 2018 (**DPA**) and both

Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- (c) the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
- (e) The Recipient alters the capital/revenue split of the Project without the written authorisation of the Council;
- (f) the Recipient obtains duplicate funding from a third party for the Project;
- (g) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- (h) the Recipient provides the Council with any materially misleading or inaccurate information;
- (i) the Recipient commits or committed a Prohibited Act;
- (j) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
- (k) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (l) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any

arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

- (m) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.

12.3 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall at all times have in force with reputable insurers or underwriters, approved by the Council, the following insurances for the period of the Term of this Agreement:

17.1.1 Public liability insurance with a limit of indemnity of not less than **£5 million** in relation to any one claim; and

17.1.2 Employers liability insurance with a limit of indemnity of not less than **£10 million** in relation to any one claim; and

17.1.3 All other insurances required by law.

17.2 In the event that the Recipient do not effect such insurance, the Council may take out such insurance on behalf of the Council in which case the Commission shall pay on demand the cost to the Council of taking out such insurance.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Council may terminate this Agreement if the Recipient is in breach of the terms herein and / or the Grant Application. Any monies awarded to the Recipient shall upon termination become due and the Recipient shall return

the grant sum awarded. and any Grant payments on giving the Recipient [one month's] written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day, they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

23.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Council from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Director of Regeneration and Neighbourhoods of the Council and the relevant senior executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. MODERN SLAVERY

27.1 The Parties shall comply with the provisions of the Modern Slavery Act 2015.

28. PREVENT

28.1 The Parties shall ensure that their personnel have a good understanding of the need to prevent people being drawn into terrorism and in the event of there being a concern about a person, shall notify the Authority.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED
by the affixing of the COMMON SEAL of
TUNBRIDGE WELLS BOROUGH
COUNCIL
in the presence of:

.....
Authorised Signatory

SIGNED as a DEED

By **PEMBURY PARISH COUNCIL**

.....
SIGNATURE OF PARISH CHAIR

Witnessed by:

Name

Address

Signature

Date.

Schedule 1: The Project (as approved by the Council)

Project name: War memorial paving refurbishment

UKSPF Priority Area: Communities and Place

UKSPF Intervention: E11: Investment in capacity building and infrastructure support for local civil society and community groups.

UKSPF moneys allocated to the project: £1,250

Capital/Revenue split of the project: 100 percent Revenue

Description of the project:

To refurbish the paving around the war memorial to remove unstable paving slabs and make secure.

Evidence that the Project is eligible within the UKSPF intervention selected

The Pembury community gather at key times to commemorate the war dead of the village. It is located in a very visible and busy part of the centre of the village. The paving around the monument needs refurbishment to secure unstable paving slabs. The work will ensure it can continue to be visited by members of the public in future.

Outputs and outcomes

Output/Outcome	Target
Number of facilities supported/created	1
Improved engagement numbers	5% increase

Details of project expenditure:

Item of Expenditure	Budget (in UK Sterling)
Refurbishment of Paving	£1,250

Timeline of project delivery

Milestone	Target Date
Appoint contractor	July 2024
Contractor to undertake & complete the work	Between October 2024 and January 2025 depending on their availability

Identification of risks and mitigation measures

Risk	Mitigations to reduce risk	Severity of risk
Damage to paving slabs	Appoint experienced contractor to undertake the work	L

Injury to passing members of the public	Barriers to surround the area to stop members of the public from gaining access during the works.	L
---	---	---

Project Management

Project lead (please name)	Helen Munro
Project lead contact number	01892-823193 07917-325386
Project lead email address	clerk@pemburyparishcouncil.gov.uk
Has a Steering Board been constituted to oversee the project – please provide details	YES
Does the project involve employing staff who will manage the staff? - if yes explain	NO
Do volunteers have DBS checks if required?	N/A

Schedule 2: Payment Schedule

Payment of £1,250 for use in the 2024/25 financial year only.

Declaration:

I confirm that the details provided above are correct:

Signed:

PEMBURY PARISH COUNCIL

.....
SIGNATURE OF PARISH CHAIR

Witnessed by:

Name

Address

Signature

Date.

Accounts for Payment -August 2024

Our Ref:	Payee	Description	Total £
ACCOUNTS FOR PAYMENT BY BACS - August 2024			
08/060	HMRC	Tax/NI	2,686.55
08/061	Kent Pension Fund	Pensions	2,333.47
08/062	Patrick Gillan	Refund for costume hire	37.50
08/063	Colin Coley Pest Control	Pest Control at Burial Grounds	255.00
08/064	Capel Cottage Nursery	Hanging Baskets & Community gardening	754.64
08/065	Kidmans	Various	211.09
08/066	SLCC	Training for Asistant Clerk	126.00
08/067	Viking Direct	Office supplies / toilet rolls	76.03
08/068	Vitax	Line marking paint	903.23
08/069	RIP Cleaning	Gutter clean	60.00
08/070	New Dreams	Office Clean	68.00
08/071	Tivoli	Dog bin empties	397.68
08/072	Play Inspection Co	RoSPA playground inspection	202.20
08/073	Bowman Bros	Depot cesspit empty	130.00
08/074	Harrod Sport	Goal & locking sockets	622.50
08/075	KALC	Training for Asistant Clerk	60.00
08/076	Heliocentrix	IT July	256.19
			9,180.08
DEBIT CARD - July 2024			
DC 07/13	Rivallo	Anti-deer alarms for allotment	44.95
DC 07/14	Amazon	Photo competition prizes	45.00
DC 07/15	Amazon	Mobile phone cases x2	38.78
DC 07/16	Defib Warehouse	Replacement Defibrillator	1,104.00
			1,232.73
DIRECT DEBITS - July 2024			
DD 07/054	SSE	Unmetered Supply	92.03
DD 07/055	Wex	Fuel Charges	49.21
DD 07/056	Wex	Fuel Charges	63.48
DD 07/057	NEST	Pension Contributions	88.43
DD 07/058	TWBC	Business Rates Cemetery	54.00
DD 07/059	TWBC	Business Rates Office & Depot	991.00
DD 07/060	Wex	Fuel Charges	101.80
DD 07/061	BT	Telephone & Broadband	76.74
DD 07/062	KCS	Photocopier	170.96
DD 07/063	Castle Water	Water - Lower Green Rec	21.92
DD 07/064	Castle Water	Water - Woodside	12.99
DD 07/065	Castle Water	Water - Lower Green Cemetery	7.28
DD 07/066	Castle Water	Water - Pembury Burial Grounds	13.20
DD 07/067	Sage	Payroll support	18.00
DD 07/068	Castle Water	Water - Allotments (Sturgeons)	6.06
DD 07/069	Wex	Fuel Charges	136.31
DD 07/070	O2	Mobile phone charges	110.47
DD 07/071	Veolia	Waste charges	88.08
DD 07/072	NEST	Pension Contributions	208.64
DD 07/073	SSE	Unmetered electricity supply	96.22
			2,406.82
CONFIDENTIAL SALARIES - July 2024			
CS 07/04			9,492.91
TOTAL EXTERNAL PAYMENTS			22,312.54
Internal Payments - August 2024			
TR 08/04	Pembury PC Unity savings account	Pembury PC Unity current account	£ 19,000.00
5078	Pembury Parish Council	Funds for Unity Bank Account	£ 25,000.00
TOTAL INTERNAL PAYMENTS			£ 44,000.00

Accounts for Payment - September 2024

Our Ref:	Payee	Description	Total £
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ACCOUNTS FOR PAYMENT BY BACS - September 2024

09/077	HMRC	Tax/NI	2,618.95
09/078	Kent Pension Fund	Pensions	2,333.47
09/079	Scouts & Guides	Donation for building insurance	1,568.54
09/080	Kidmans	Various equipment repairs & supplies	1,064.97
09/081	Viking	Stationery & office supplies	91.43
09/082	Red Oak Wear	Grounds staff uniform	188.46
09/083	Parish Online	Mapping software	140.94
			8,006.76

DEBIT CARD - August 2024

DC08/17	Flying Start	Gauntlets for grounds maintenance staff	20.97
DC08/18	Amazon	Projector	128.97
DC08/19	First Rescue Train	(Defib Warehouse) Defib pads	77.94
			227.88

DIRECT DEBITS - August 2024

DD 08/074	Wex	Fuel Charges	49.33
DD 08/075	Wex	Fuel Charges	84.34
DD 08/076	O2	New phones	48.00
DD 08/077	TWBC	Business Rates Cemetery	54.00
DD 08/078	TWBC	Business Rates Office & Depot	991.00
DD 08/079	KCS	Photocopier charges	21.26
DD 08/080	BT	Telephone & Broadband	76.74
DD 08/081	Castle Water	Water - Allotments (Sturgeons)	6.26
DD 08/082	Castle Water	Water - Pembury Burial Grounds	68.16
DD 08/083	Wex	Fuel Charges	92.54
DD 08/084	Castle Water	Water - Lower Green Cemetery	7.51
DD 08/085	Castle Water	Water - Lower Green Rec	22.17
DD 08/086	Sage	Payroll support	18.00
DD 08/087	SSE	Depot & office electricity	434.23
			1,973.54

CONFIDENTIAL SALARIES - August 2024

CS 07/04			9,492.91
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TOTAL EXTERNAL PAYMENTS

19,701.09

Internal Payments - September 2024

TR 09/05	Pembury PC	Unity savings account	Pembury PC Unity current account	£	15,000.00
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TOTAL INTERNAL PAYMENTS

£ 15,000.00

Detailed Income & Expenditure by Budget Heading 30/06/2024

Month No: 3

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>100 Council Income</u>							
1076 Precept	132,282	264,564	132,282			50.0%	6,313
1080 Bank Interest	495	1,300	805			38.1%	
Council Income :- Income	132,777	265,864	133,087			49.9%	6,313
Net Income	132,777	265,864	133,087				
6001 less Transfer to EMR	6,313	0	(6,313)				
Movement to/(from) Gen Reserve	126,464	265,864	139,400				
<u>110 Administration Costs</u>							
4000 Staff Wages & Pension	17,125	98,000	80,875		80,875	17.5%	
4002 Contract Staff	1,696	0	(1,696)		(1,696)	0.0%	
4060 Training	0	700	700	145	555	20.7%	
4070 Medical Assessment	0	50	50		50	0.0%	
4080 Cllrs' Expenses	0	100	100		100	0.0%	
4090 Cllrs' Training	30	400	370		370	7.5%	
4100 Maintenance	318	1,000	682		682	31.8%	
4110 Electricity	51	1,600	1,550		1,550	3.2%	
4120 Rates	1,283	4,000	2,717		2,717	32.1%	
4130 Cleaning	253	800	547		547	31.6%	
4135 Stationery & Office Costs	49	700	651		651	7.0%	
4140 Photocopier	285	1,000	715		715	28.5%	
4145 Postage	45	100	55		55	44.6%	
4150 Telephone / Internet	333	1,000	667		667	33.3%	
4155 Mobile Phone	190	770	580		580	24.7%	
4160 Computers, IT & website	1,679	4,500	2,821		2,821	37.3%	
4170 Mileage	14	50	36		36	28.8%	
4175 Meeting Costs	84	200	116		116	42.1%	
Administration Costs :- Indirect Expenditure	23,436	114,970	91,534	145	91,389	20.5%	0
Net Expenditure	(23,436)	(114,970)	(91,534)				
<u>120 Allotment</u>							
1200 Allotments Income	23	1,850	1,828			1.2%	
Allotment :- Income	23	1,850	1,828			1.2%	0
4100 Maintenance	78	250	172		172	31.3%	
4200 Water	46	850	804		804	5.4%	
Allotment :- Indirect Expenditure	124	1,100	976	0	976	11.3%	0
Net Income over Expenditure	(102)	750	852				

Detailed Income & Expenditure by Budget Heading 30/06/2024

Month No: 3

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>130 Burial Grounds</u>							
1300 Burials Income	7,005	22,000	14,995			31.8%	
Burial Grounds :- Income	7,005	22,000	14,995			31.8%	0
4100 Maintenance	255	500	245		245	51.0%	
4120 Rates	160	550	390		390	29.1%	
4200 Water	37	450	413		413	8.3%	
4300 Gravedigging	1,600	3,200	1,600		1,600	50.0%	
4310 Memorial Plaques & Benches	77	500	423		423	15.4%	
Burial Grounds :- Indirect Expenditure	2,129	5,200	3,071	0	3,071	41.0%	0
Net Income over Expenditure	4,876	16,800	11,924				
<u>140 Open Space Costs</u>							
1400 Tennis Coaching Court Hire	459	0	(459)			0.0%	459
1410 Rechargeable Open Space Income	75	400	325			18.8%	
1420 Club Rent	694	3,700	3,006			18.8%	
1440 Footpath Map Sales	0	100	100			0.0%	
Open Space Costs :- Income	1,228	4,200	2,972			29.2%	459
4000 Staff Wages & Pension	22,697	85,000	62,303		62,303	26.7%	
4060 Training	0	400	400		400	0.0%	
4100 Maintenance	3,824	8,000	4,176		4,176	47.8%	
4110 Electricity	281	750	469		469	37.4%	
4120 Rates	1,693	5,500	3,807		3,807	30.8%	
4155 Mobile Phone	86	530	444		444	16.2%	
4200 Water	68	0	(68)		(68)	0.0%	
4400 Corporate Clothing	0	250	250		250	0.0%	
4405 G/men Renewal	0	2,000	2,000		2,000	0.0%	
4410 Truck Licence / MOT	0	300	300		300	0.0%	
4415 Insurance	959	1,000	41		41	95.9%	
4420 Fuel	866	2,750	1,884		1,884	31.5%	
4425 Vehicle Repairs & Servicing	1,962	1,100	(862)		(862)	178.4%	
4430 Trees / Hedges	5,475	13,000	7,526	4,532	2,994	77.0%	
4435 G/men Supplies	332	1,550	1,218		1,218	21.4%	
4440 Sports Ground / Pavilion Cost	0	850	850		850	0.0%	
4445 Rechargeable Open Space Costs	75	400	325		325	18.8%	
4450 Floral Display	666	1,400	734		734	47.6%	
4451 Community Gardening	17	300	283		283	5.5%	
4460 Waste Charges	261	650	389		389	40.2%	
4465 Dog Bins	862	3,000	2,138		2,138	28.7%	

Detailed Income & Expenditure by Budget Heading 30/06/2024

Month No: 3

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4805 Vehicle Replacement	0	6,375	6,375		6,375	0.0%	
4806 Play Equipment refurbishment	0	2,000	2,000		2,000	0.0%	
4815 Tennis Court Refurbishment	48	4,250	4,202		4,202	1.1%	
Open Space Costs :- Indirect Expenditure	40,170	141,355	101,185	4,532	96,653	31.6%	0
Net Income over Expenditure	(38,943)	(137,155)	(98,212)				
6001 less Transfer to EMR	459	0	(459)				
Movement to/(from) Gen Reserve	(39,402)	(137,155)	(97,753)				
<u>150 Communications, Events & PR</u>							
1500 PVN Adverts	4,653	6,000	1,348			77.5%	
1510 Firework Income	0	7,000	7,000			0.0%	
1520 Pembury in the Park Income	1,130	1,500	370			75.3%	
Communications, Events & PR :- Income	5,783	14,500	8,718			39.9%	0
4500 Newsletter Production	1,819	7,500	5,681		5,681	24.3%	
4510 Fireworks Costs	1,543	7,800	6,257		6,257	19.8%	
4520 Pembury in the Park Costs	871	1,500	629		629	58.1%	
4530 Remembrance Day	34	500	466		466	6.8%	
4540 Christmas Lights Display	0	7,000	7,000		7,000	0.0%	
4550 Christmas Carols/Light Switch	0	300	300		300	0.0%	
Communications, Events & PR :- Indirect Expenditure	4,266	24,600	20,334	0	20,334	17.3%	0
Net Income over Expenditure	1,516	(10,100)	(11,616)				
<u>160 Planning & Highways Cost</u>							
4600 Street Lighting / Maintenance	652	2,200	1,548		1,548	29.6%	
4610 Highway Lighting	399	2,500	2,101		2,101	16.0%	
4620 Defibrillator	0	100	100		100	0.0%	
Planning & Highways Cost :- Indirect Expenditure	1,051	4,800	3,749	0	3,749	21.9%	0
Net Expenditure	(1,051)	(4,800)	(3,749)				
<u>170 Council Costs</u>							
4415 Insurance	4,347	6,000	1,653		1,653	72.5%	
4700 Audit Fees	206	1,600	1,394		1,394	12.9%	
4705 Legal & Professional Fees	(25)	0	25		25	0.0%	
4710 Data Protection Officer	350	350	0		0	100.0%	
4720 Bank Charges	30	120	90		90	25.1%	
4730 Loan Repayments	2,059	4,119	2,060		2,060	50.0%	

Detailed Income & Expenditure by Budget Heading 30/06/2024

Month No: 3

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4740 Grants / Donations	0	1,650	1,650		1,650	0.0%	
4750 Remembrance Wreath & Crosses	0	200	200		200	0.0%	
4770 Subscriptions	1,948	2,350	402		402	82.9%	
Council Costs :- Indirect Expenditure	8,916	16,389	7,473	0	7,473	54.4%	0
Net Expenditure	(8,916)	(16,389)	(7,473)				
Grand Totals:- Income	146,815	308,414	161,599			47.6%	
Expenditure	80,093	308,414	228,321	4,677	223,644	27.5%	
Net Income over Expenditure	66,721	0	(66,721)				
less Transfer to EMR	6,772	0	(6,772)				
Movement to/(from) Gen Reserve	59,950	0	(59,950)				

Pembury Parish Council

Bank - Cash and Investment Reconciliation as at 30 June 2024

Confirmed Bank & Investment Balances

Bank Statement Balances

30/06/2024	Natwest Current	10,000.00	
30/06/2024	Natwest Reserves	57,025.44	
30/06/2024	Nationwide Savers	20,363.13	
30/06/2024	Unity Bank Current	991.80	
30/06/2024	Petty Cash	57.20	
30/06/2024	Nationwide 35 day saver	5,555.21	
30/06/2024	Nationwide 95 Day Saver	15,490.07	
30/06/2024	Nationwide 125 day saver	20,653.42	
30/06/2024	Nationwide 1 year saver	25,689.38	
30/06/2024	Unity Savings A/c	39,048.48	
			194,874.13

Unpresented Payments

296.40

194,577.73

Receipts not on Bank Statement

0.00

194,577.73

Closing Balance

All Cash & Bank Accounts

1	Natwest Current	10,000.00	
2	Natwest Business Reserve	57,025.44	
3	Nationwide Savers	20,363.13	
4	Unity Bank Current	695.40	
5	Petty Cash	57.20	
6	Nationwide 35 Day Saver	5,555.21	
7	Nationwide 95 Day Saver	15,490.07	
8	Nationwide 125 Day Saver	20,653.42	
9	Nationwide 1 year Saver	25,689.38	
10	Unity Bank Savings	39,048.48	
	Other Cash & Bank Balances		0.00
	Total Cash & Bank Balances		194,577.73

Earmarked Reserves

Account	Opening Balance	Net Transfers	Closing Balance
320 SF - Vehicles Replacement	22,000.00	3,187.50	25,187.50
321 SF - LG Rec Ground General	10,000.00	1,000.00	11,000.00
322 SF - Legal, Planning & Profess	4,145.00		4,145.00
323 SF - Election Cost	3,077.23		3,077.23
324 SF - Highways	2,500.00		2,500.00
325 SF - Tennis Court	8,746.00	2,584.00	11,330.00
326 SF - Rolling Building Maintena	1,000.00		1,000.00
327 SF - Pension Liabilities	0.00	5,679.00	5,679.00
402 EMR-LG Rec Replacement Garage	2,600.00		2,600.00
404 EMR-Signposts for Twittens	1,000.00		1,000.00
406 EMR-New Dog bins	650.00		650.00
408 EMR-Defibrillator	1,000.00		1,000.00
409 EMR-Gazebo	422.61		422.61
410 EMR-PA System additional items	146.97		146.97
	57,287.81	12,450.50	69,738.31