



UCKFIELD TOWN COUNCIL

Council Offices, Civic Centre
Uckfield, East Sussex, TN22 1AE

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Town Clerk – Holly Goring

A meeting of the **General Purposes Committee** to be held on
Monday 6th March 2017 at 7pm
in
The Council Chamber, Civic Centre

AGENDA

1.0 DECLARATIONS OF INTEREST

Members and officers are reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on this Agenda. Should any Member consider that they require a dispensation in relation to any prejudicial interest that they may have, they are asked to make a written application to the Clerk well in advance of the meeting.

Notice should be given at this part of the meeting of any intended declaration. The nature of the interest should then be declared later at the commencement of the item or when the interest becomes apparent.

2.0 STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE CHAIRMAN'S DISCRETION

3.0 APOLOGIES FOR ABSENCE

4.0 MINUTES

- 4.1 Minutes of the meeting of the General Purposes Committees held on the 23rd January 2017
- 4.2 Action list – for information only
(Attached)
- 4.3 Project list – for information only
(Attached)
- 4.4 To receive the minutes of the Personnel Sub-Committee held on 27th February 2017 (to be dealt with under confidential business)
- 4.5 To consider the recommendations of the Personnel Sub-Committee on 27th February 2017 (to be dealt with under confidential business)

5.0 FINANCIAL MATTERS

- 5.1 To note bills paid
- 5.2 To note income and expenditure
(Attached)
- 5.3. Bad Debts
(Attached)
- 5.4. Internal Audit Interim Report 2016-1017
(Attached)

6.0 BUILDINGS

- 6.1 To note the current position with the Council's buildings
(Attached)
- 6.2 To review a draft service level agreement with Citizen's Advice Bureau
(Attached)
- 6.3 To consider the terms of the Source lease in preparation for renewal
(Attached)

7.0 POLICY

- 7.1 To review Appraisal Policy No. 20
(to follow)
- 7.2 To review Risk Management Policy No. 29
(Attached)

8.0 ADMINISTRATION

- 8.1 To receive a report on the administration of the Council
(Attached)
- 8.2 To receive Members' audit reports
(Attached)

9.0 REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS

- 9.1 To consider reports from:-
 - (i) Citizens Advice Bureau (nothing to report)
 - (ii) Ridgewood Village Hall Management Committee (nothing to report)
 - (iii) Uckfield and District Preservation Society (nothing to report)
 - (iv) Uckfield Volunteer Centre (attached)
 - (v) Wealden District Association of Local Councils – Management Committee (nothing to report)
 - (vi) Wealden District Association of Local Councils – Planning Panel (nothing to report)

10.0 CHAIRMAN'S ANNOUNCEMENTS

11.0 TOWN CLERK'S ANNOUNCEMENTS

12.0 CONFIDENTIAL BUSINESS

To consider whether to **RESOLVE** to exclude the press and public (pursuant to the Public Bodies (Admission to Meetings) Act 1960) during consideration of the following confidential business to be conducted:-

- 12.1 To consider a report on Luxfords Restaurant
(Attached)
- 12.2 To receive the minutes of the Personnel Sub-Committee held on 27th February 2017
(Attached)
- 12.3 To consider the recommendations of the Personnel Sub-Committee on 27th February 2017
(Attached)



Town Clerk
28th February 2017

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UCKFIELD TOWN COUNCIL



Minutes of the meeting of the **General Purposes Committee** held in the Council Chamber, Civic Centre on Monday 23rd January 2017 at 7.00pm

PRESENT:

Cllr. D. Ward (Chair)	Cllr. K. Everett
Cllr. J. Love (Vice-Chair)	Cllr. H. Firth
Cllr. J. Anderson	Cllr. P. Meakin
Cllr. M. Dean	Cllr. I. Smith
Cllr. L. Eastwood	

IN ATTENDANCE:

Councillor D. French
2 members of the press
1 member of the public

Holly Goring – Town Clerk

Minutes taken by Holly Goring.

1.0 DECLARATIONS OF INTERESTS

Members and officers were reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on the agenda.

None were forthcoming.

2.0 STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE CHAIRMAN'S DISCRETION

No statements were received.

3.0 APOLOGIES FOR ABSENCE

None were received.

4.0 MINUTES

4.1 Minutes of the meetings of the General Purposes Committee held on the 28th November 2016

GP34.01.17 It was **RESOLVED** that the minutes of the meeting of the General Purposes Committee on the 28th November 2016 be taken as read, confirmed as a correct record and signed by the Chairman.

4.2 Action list

Members considered the action list and agreed to remove the following items which had either been completed or appeared elsewhere on the agenda:-

GP22.10.16 – To consider the recommendations of the Finance Sub-Committee held on 14th September 2016.

4.3 Project list
Members noted the updated project list.

4.4 To receive the minutes of the Personnel Sub-Committee held on 17th October 2016.

GP35.01.17 It was **RESOLVED** that the minutes of the Personnel Sub-Committee on the 17th October 2016 be approved.

5.0 FINANCIAL MATTERS

5.1 To note bills paid
Members noted the bills paid.

5.2 To note income and expenditure
Members noted the income and expenditure financial forecasts for both General Purposes and Luxfords Restaurant.

5.3. Bad Debts
Members were concerned with the regular appearance of one bad debtor on the list of bad debts and requested that Town Council Office staff seek to address this with the company.

Members subsequently noted the current bad debts recorded.

6.0 BUILDINGS

6.1 To note the current position with the Council's buildings
Members reported their upset at the vandalism that had taken place to the Defibrillator at West Park and felt this behaviour was totally unacceptable. It was suggested that some form of surveillance be placed in the vicinity.

Members subsequently noted the report.

6.2 To review the conditions of use and hire at Foresters Hall
Members considered the proposed amendments to the conditions of use and hire of Foresters Hall.

Members discussed the outside light which was often left on by hirers and suggested that a security light which worked on a sensor basis may be more appropriate.

It was also noted that it would be useful to add in how hirers can control the heating within the hall.

GP36.01.17 It was **RESOLVED** that the revised terms and conditions be adopted subject to the above comments.

7.0 POLICY

7.1 Equal Opportunities – Policy no. 19
The Town Clerk advised that the policy had been brought to the Committee for refresh and review as part of the Town Council's programme of policy reviews.

The changes made reflected current language within the Equality Act 2010 and Public Sector Equality Duty. The Policy itself was adhered to by staff and would continue to be referred to in the Town Council's working practices.

GP37.01.17 It was **RESOLVED** that the proposed amendments be approved and the refreshed Equality Policy be adopted.

8.0 ADMINISTRATION

8.1 To receive a report on the administration of the Council
Members noted the report.

8.2 To receive Members' audit reports
Members noted the audit reports.

9.0 REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS

9.1 To consider reports from:-

(i) Citizens Advice Bureau
Nothing to report at this time.

(ii) Ridgewood Village Hall Management Committee
Members noted the report.

(iii) Uckfield and District Preservation Society
Nothing to report at this time.

(iv) Uckfield Volunteer Centre
Nothing to report at this time.

(v) Wealden District Association of Local Councils – Management Committee
Nothing to report at this time.

(vi) Wealden District Association of Local Councils – Planning Panel
Nothing to report at this time.

10.0 CHAIRMAN'S ANNOUNCEMENTS

No update received from the Chairman.

11.0 TOWN CLERK'S ANNOUNCEMENTS

No update received from the Town Clerk.

12.0 CONFIDENTIAL BUSINESS

GP38.01.17 It was **RESOLVED** that pursuant to Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960, because of the confidential nature of the business to be transacted it was advisable in the public interest that the public be temporarily excluded and they were instructed to withdraw.

12.1 To consider a report on Luxfords Restaurant
Members considered the confidential report and noted its contents.

The meeting closed at 7.35pm.

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General Purposes Financial Forecast as at 31st January 2017

	Apr 16 Actuals £	May 16 Actuals £	Jun 16 Actuals £	Jul 16 Actuals £	Aug 16 Actuals £	Sep 16 Actuals £	Oct 16 Actuals £	Nov 16 Actuals £	Dec 16 Actuals £	Jan 17 Actuals £	Actuals to Date	Budget Estimate to Date	Feb 17 Budget £	Mar 17 Budget £	Total £	2016/2017 Budgets
Income																
Administration	24	214	9	2	5	10	1	17	3	4	289	258	26	26	341	310
Festive Lights	0	0	0	0	0	0	0	0	0	2,500	2,500	0	2,000	0	4,500	2,000
Bank Interest	0	3,000	1,031	0	0	673	0	0	546	7	5,257	3,500	0	0	5,257	3,500
Civic Centre	8,274	10,288	10,423	10,563	8,479	7,518	11,212	4,916	8,310	9,887	89,870	77,717	9,908	8,620	108,398	96,245
Cemetery Chapel Workshop	0	1,050	0	0	1,050	0	0	0	1,050	0	3,150	3,150	1,050	0	4,200	4,200
Foresters Hall	1,152	785	4,384	663	1,248	342	4,390	736	980	1,228	15,908	11,320	1,052	1,319	18,279	13,691
West Park Pavilion	0	0	18	40	6	0	0	0	0	0	64	374	38	38	140	450
Victoria Services Re-charge	0	0	0	544	0	192	39	0	0	397	1,172	1,760	0	0	1,172	1,760
Signal Box	333	333	333	333	333	0	667	0	667	333	3,332	3,334	333	333	3,998	4,000
Bridge Cottage	0	0	0	0	0	0	0	0	0	1	1	0	0	1	2	1
Osborn Hall	0	0	0	337	0	0	0	0	100	0	437	340	0	0	437	340
Ridgewood Village Hall	0	0	0	0	0	0	0	0	0	0	0	1,100	0	0	0	1,100
Victoria Pavilion	0	0	0	0	12	47	18	30	21	18	146	1,866	187	187	520	2,240
The Source Re-charge of services	0	0	0	0	735	209	(86)	0	0	0	858	1,500	0	0	858	1,500
2A Vernon Road	495	495	495	495	495	495	495	490	500	495	4,950	4,950	495	495	5,940	5,940
CAB Rent	0	0	3,862	0	3,862	0	0	0	3,862	0	11,586	11,250	0	3,750	15,336	15,000
Feed-In Tariff Civic Centre	0	1,259	0	1,619	0	0	0	0	0	2,258	5,136	3,862	1,288	0	6,424	5,150
Community Toilet Scheme	0	0	0	550	0	0	0	0	0	0	550	1,133	0	0	550	1,133
CAB Re-charge of services	0	0	0	0	1,259	628	(171)	0	0	0	1,716	3,600	0	0	1,716	3,600
Quickborn Suite Rent	663	663	663	663	663	0	1,326	0	1,326	663	6,630	6,440	644	644	7,918	7,728
The Source Rent	600	0	0	600	0	0	600	0	0	600	2,400	2,400	0	0	2,400	2,400
RHI Payment	0	5,128	0	0	0	0	0	0	0	0	5,128	6,188	2,062	0	7,190	8,250
Sussex Support Services Lease	792	792	792	792	792	792	792	792	792	792	7,920	7,916	792	792	9,504	9,500
Luxfords re-allocation fees	0	0	0	0	0	0	0	0	0	0	0	3,700	0	3,700	3,700	3,700
Total Income	12,333	24,007	22,010	17,201	18,939	10,906	19,283	6,981	18,157	19,183	169,000	157,658	19,875	19,905	208,780	193,738
New Initiatives																
Victoria Pavilion Doors	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	3,000	3,000
Building Maintenance Prog.	30,974	0	11,108	0	0	4,760	0	0	701	0	47,543	42,084	0	7,316	54,859	49,400
Total New Initiatives	30,974	0	11,108	0	0	4,760	0	0	701	0	47,543	42,084	0	10,316	57,859	52,400
Expenditure																
Administration	1,104	2,945	848	1,022	2,297	772	1,197	2,125	882	1,310	14,502	15,116	1,512	1,512	17,526	18,140
Legal & Professional Fees	50	656	400	50	64	50	4,593	50	50	456	6,419	8,584	858	858	8,135	10,300
General Advertising	0	0	350	0	0	0	0	0	0	0	350	1,508	151	151	652	1,810
Recruitment Advertising	0	0	0	0	0	0	0	0	0	0	0	0	0	1,050	1,050	1,050
Office Equipment Computers	384	349	910	2,369	655	349	1,581	340	855	370	8,162	8,158	816	816	9,794	9,790
Hospitality	0	0	0	0	0	0	9	67	0	0	76	0	0	160	236	160
Health & Safety	278	0	0	0	0	0	0	24	0	18	320	1,030	103	103	526	1,236
Insurances	31	9,941	0	0	0	0	25,226	0	0	0	35,198	34,500	0	0	35,198	34,500
Mayors Allowance	0	0	418	0	0	418	0	0	418	0	1,254	1,254	0	418	1,672	1,672
Accountants Fees	0	4,400	0	0	0	0	0	0	0	0	4,400	4,430	0	0	4,400	4,430
Grants Section 142	9,000	0	0	0	0	9,000	0	0	0	0	18,000	18,000	0	0	18,000	18,000
Grants Section 137	11,972	0	0	0	0	6,418	0	0	0	0	18,390	18,950	0	0	18,390	18,950
VIC SLA (Section 142)	8,000	0	0	0	0	0	0	0	0	0	8,000	8,000	0	0	8,000	8,000
Clothing Corporate & Protective Indoor Staff	0	0	0	0	0	0	0	0	40	0	40	400	0	0	40	400
Audit Fees	0	0	0	0	0	2,000	0	0	0	0	2,000	2,270	0	0	2,000	2,270
Internal Audit Fees	0	0	410	0	0	0	840	0	0	0	1,250	1,624	0	541	1,791	2,165
Festive Lights	0	0	0	0	0	0	25	0	0	0	25	0	0	10,870	10,895	10,870
Office Staff Salaries	13,693	16,287	16,301	15,832	16,648	16,091	15,602	14,926	14,921	14,731	155,032	138,609	12,601	15,751	183,384	166,961
Members Allowances	0	0	3,636	0	0	3,636	0	0	3,636	0	10,908	13,635	0	4,545	15,453	18,180
Members Expenses	0	0	6	0	0	6	0	0	6	0	18	0	0	75	93	75
Loan Costs	0	0	0	33,855	0	0	0	0	0	33,477	67,332	67,295	0	0	67,332	67,295
Civic Centre Publicity	225	50	0	495	130	0	0	325	34	172	1,431	1,488	212	0	1,643	1,700
Civic Centre Salaries	6,762	6,590	6,376	7,007	6,625	7,091	6,656	6,514	6,756	6,343	66,720	89,982	8,180	10,225	85,125	108,387
Civic Centre Running Costs	8,215	6,108	6,069	5,505	5,126	6,599	6,516	6,787	4,953	34,488	90,366	71,904	2,025	1,807	94,198	75,736
Civic Centre Repairs & Renewals	385	5,680	4,311	88	734	30	772	130	562	800	13,492	7,960	800	840	15,132	9,600
Victoria Pavilion	2,206	643	588	2,084	1,209	1,499	1,118	1,110	880	1,198	12,535	14,111	223	19,237	31,995	33,571
West Park Pavilion	373	80	0	157	0	120	137	172	421	0	1,460	3,292	122	7,526	9,108	10,940
Cemetery Building	111	114	114	114	114	114	114	114	114	114	1,137	1,250	0	16,700	17,837	17,950
Foresters Hall Complex	1,273	537	257	1,020	313	627	1,009	464	561	1,701	7,762	6,851	10,727	692	19,181	18,270

General Purposes Financial Forecast as at 31st January 2017

	Apr 16 Actuals £	May 16 Actuals £	Jun 16 Actuals £	Jul 16 Actuals £	Aug 16 Actuals £	Sep 16 Actuals £	Oct 16 Actuals £	Nov 16 Actuals £	Dec 16 Actuals £	Jan 17 Actuals £	Actuals to Date	Budget Estimate to Date	Feb 17 Budget £	Mar 17 Budget £	Total £	2016/2017 Budgets
Other Buildings Repairs & Renewals	0	0	0	0	0	0	0	0	0	70	70	0	0	13,220	13,290	13,220
Other Buildings Caretakers	520	520	650	520	520	650	520	520	650	520	5,590	5,708	571	571	6,732	6,850
Subscriptions	2,741	0	0	75	0	71	95	110	0	0	3,092	2,918	292	292	3,676	3,502
Training	0	725	375	238	0	0	22	360	120	0	1,840	1,338	3,962	0	5,802	5,300
Bank & Credit Charges	42	39	39	43	39	39	43	40	40	43	407	471	47	47	501	565
Newsletter	0	704	704	0	704	585	704	0	704	0	4,105	3,609	721	0	4,826	4,330
The Hub	586	743	1,316	134	0	311	45	(17)	524	485	4,127	6,564	672	8,600	13,399	15,836
Festive Lights Electricity	0	0	0	0	0	0	0	0	0	170	170	0	0	300	470	300
Joint Committee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing C.Centre	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elections	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Civic Centre Building Maintenance	0	0	0	0	0	0	0	0	0	0	0	16,480	0	16,480	16,480	16,480
Total Expenditure	67,951	57,111	44,078	70,608	35,178	56,476	66,824	34,161	37,127	96,466	565,980	577,289	44,595	133,387	743,962	738,791

	Apr 16 Actuals £	May 16 Actuals £	Jun 16 Actuals £	Jul 16 Actuals £	Aug 16 Actuals £	Sep 16 Actuals £	Oct 16 Actuals £	Nov 16 Actuals £	Dec 16 Actuals £	Jan 17 Actuals £	Actuals to Date	Budget Estimate to Date	Feb 17 Budget £	Mar 17 Budget £	Total £	2016/2017 Budgets
Sales																
Restaurant Food Sales	8,238	8,073	8,407	7,934	8,288	9,162	11,043	9,784	8,859	8,878	88,666	103,500	10,535	10,535	109,736	124,570
Restaurant Bar Sales	419	611	589	600	624	639	641	486	908	371	5,888	6,120	580	510	6,978	7,210
Function Food Sales	1,854	1,401	1,726	2,472	2,129	965	2,322	2,763	1,783	2,060	19,475	25,434	2,476	2,475	24,426	30,385
Function Bar Sales	497	482	1,328	1,631	2,513	318	533	681	1,292	1,307	10,582	11,502	1,150	1,150	12,882	13,802
Hire of equipment	149	118	62	74	99	87	167	56	67	99	978	442	44	44	1,066	530
Hire of Luxfords	109	177	146	312	146	146	146	0	255	146	1,583	1,690	169	176	1,928	2,035
Sundry Income	25	33	33	42	33	33	33	0	58	33	323	516	52	52	427	620
Total Sales	11,291	10,895	12,291	13,065	13,832	11,350	14,885	13,770	13,222	12,894	127,495	149,204	15,006	14,942	157,443	179,152
Expenditure																
Food Purchases	2,731	2,764	2,909	2,762	3,148	2,357	3,990	3,755	3,607	2,954	30,977	36,666	3,667	3,667	38,311	44,000
Bar Purchases -Non Alcoholic	243	151	211	584	431	70	24	250	82	165	2,211	2,916	292	292	2,795	3,500
Bar Purchases - Alcoholic	149	202	520	1,302	648	198	301	582	283	625	4,810	5,000	500	500	5,810	6,000
Paper Goods/consumables	328	167	193	53	187	309	94	484	233	122	2,170	2,035	203	203	2,576	2,441
Maintenance and Repairs	0	0	191	0	52	604	267	0	0	200	1,314	1,600	200	200	1,714	2,000
Equipment New & Replacement	(162)	135	279	0	102	396	3,576	4,122	61	0	8,509	1,233	140	127	8,776	1,500
Equipment Hire	0	0	137	(28)	42	0	0	97	0	82	330	460	0	90	420	550
Postage	55	0	0	55	0	0	55	0	0	0	165	210	0	0	165	210
Telephone	11	11	12	12	13	13	14	11	11	12	120	174	20	16	156	210
Stationery	0	0	0	0	0	0	0	0	0	0	0	0	0	70	70	70
Recruitment Advertising	0	0	0	0	0	0	0	0	0	0	0	0	0	110	110	110
General Advertising	95	50	30	55	0	0	0	182	0	0	412	900	100	100	612	1,100
Uniforms & Protective Clothing	0	12	0	0	0	0	0	0	0	0	12	112	0	33	45	145
Training	0	0	0	0	0	0	0	0	0	0	0	0	0	530	530	530
Catering Salaries	6,887	6,338	6,173	7,714	6,147	7,507	6,986	6,170	8,186	5,982	68,090	66,031	6,339	11,624	86,053	83,994
Casual Wages	519	355	254	684	466	324	275	203	306	280	3,666	4,150	378	472	4,516	5,000
Credit Charges	99	83	87	96	87	101	98	106	102	111	970	970	90	90	1,150	1,150
Rates	812	812	812	812	812	812	812	812	812	6,603	13,911	8,400	0	0	13,911	8,400
Electricity	483	349	350	244	0	814	416	479	502	529	4,166	4,342	434	434	5,034	5,210
Gas	77	64	24	25	24	24	24	25	30	56	373	700	150	150	673	1,000
Water/Waste	516	0	0	0	0	0	233	321	0	0	1,070	1,000	0	0	1,070	1,000
Refuse Collection	0	307	0	307	0	0	307	0	0	307	1,228	754	306	0	1,534	1,060
Stock Taker	0	0	0	185	0	0	0	370	0	185	740	800	0	200	940	1,000
Total Expenditure	12,843	11,800	12,182	14,862	12,159	13,529	17,472	17,969	14,215	18,213	145,244	138,453	12,819	18,908	176,971	170,180

**** New Crockery paid from Reserves

New Oven £1,500 From Reserves £2,500 2015/2016 Budgets

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Meeting of the General Purposes Committee

Monday 6th March 2017

Agenda Item No. 5.3

BAD DEBTS UPDATE

1.0 Summary

1.1 The report details the current position regarding bad debts.

2.0 Details

2.1 The following bad debts are being pursued by the office. All apart from R & R Taxis are for minimal amounts and currently being chased:-

- R & R Taxis
- Labour Party Womans Group

3.0 Recommendation

3.1 Members are asked to note the report.

Contact Officer: Christine Wheatley

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Meeting of the General Purposes Committee

Monday 6th March 2017

Agenda Item 6.1

TO NOTE THE CURRENT POSITION WITH THE COUNCIL'S BUILDINGS

1.0 Summary

1.1 This report sets out the current position with the Council's buildings.

2.0 The Buildings

2.1 The Civic Centre, Victoria Pavilion, The Cemetery Chapels, The Signal Box, West Park and Foresters Hall, Osborn Hall.

A report was received yesterday to advise that the Hot Water Tap upstairs in the kitchen of the Victoria Pavilion was not working. The Town Council office organised for a Plumber to visit and undertake repairs that day.

The Oakleaf Room has been redecorated in the Civic Centre and repairs have been undertaken to the Fire Door of the Weald Hall. The steps to the western side of the Civic Centre from Luxfords Field towards Tesco's have also been repaired.

A deep clean was also undertaken of the floor of Foresters Hall during half term.

2.2 Bridge Cottage, 2A Vernon Road, Ridgewood Village Hall

No updates to report.

3.0 Annual maintenance programme

3.1 The Town Council has a ten year maintenance programme in place. Works planned as part of the second year (2016/17) commenced on Monday 16th January 2017 at Victoria Pavilion. Works are being monitored by Lawson Queay on behalf of the Town Council and updates are being provided regularly.

3.2 At present, the works are two weeks behind schedule due to unforeseen complications (including weather) but they are still anticipating to complete by the end of March 2017.

4.0 Recommendations

4.1 Members are asked to note the report.

Background Papers: None

Contact Officers: Holly Goring

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Meeting of the General Purposes Committee

Monday 6th March 2017

Agenda Item 6.2

TO REVIEW A DRAFT SERVICE LEVEL AGREEMENT WITH CITIZEN'S ADVICE BUREAU

1.0 Summary

1.1 The Town Council provides grant funding to a number of agencies and voluntary organisations each year as part of its community grant scheme.

1.2 Section 142 of the Local Government Act 1972 enables local authorities to:

“assist voluntary organisations to provide for individuals—

(a) information and advice concerning those individuals' rights and obligations; and

(b) assistance, either by the making or receiving of communications or by providing representation to or before any person or body, in asserting those rights or fulfilling those obligations.

1.3 Grant funding is provided to the Citizen's Advice Bureau under this legislation to assist Uckfield residents with information and advice. The grant funding provided to other local community groups and voluntary organisations is provided under the General Power of Competence (previously Power of Wellbeing).

2.0 Draft Service Level Agreement

2.1 In 2016/17, £18,000 was provided to the Citizen's Advice Bureau under Section 142 of the Local Government Act 1972. A further £18,000 has been allocated for 2017/18. The funding received by the Wealden Citizen's Advice Bureau from Town and Parish Councils covers the costs of their premises and office costs.

2.2 Where funding agreements are in place with organisations, it is best practice to have a service level agreement for both parties to work to. A Service Level Agreement enables both parties to have agreed timescales for providing monitoring information and statistics which help to explain how the funding is being spent throughout the year.

2.2 A draft Service Level Agreement has been provided in appendix A which sets out a requirement for quarterly monitoring information to be provided to the Town Council. Members are invited to review the draft document and provide input, before the agreement is put in place.

3.0 Recommendations

3.1 Members are asked to review the draft service level agreement, and advise the Town Clerk of any changes accordingly.

Background Papers: None

Contact Officers: Holly Goring

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UCKFIELD TOWN COUNCIL & WEALDEN CITIZENS ADVICE (WCA), UCKFIELD OFFICE DRAFT Service Level Agreement

Aim of the service

To provide the advice people need for the problems they face and to improve the policies and practices that affect people's lives. WCA will provide a free, confidential, independent and impartial service, valuing diversity, promoting equality and challenging discrimination. The service is open to all, informing people of their rights and responsibilities.

Key Performance Indicators

1. Opening Hours

Uckfield bureau will provide advice: face to face, over the phone, by email and by skype during the following opening times, subject to resources. There will be consultation with Uckfield Town Council with regard to any changes in opening times necessitated by a reduction of available funds.

Day	Face to face	Telephone	email	Skype
Monday	9.30 to 3	9.30 to 3	9.30 to 3	10 to 12
Tuesday	Closed except for specialist appointments	9.30 to 1	9.30 to 1	10 to 12
Wednesday	9.30 to 3	9.30 to 3	9.30 to 3	10 to 12
Thursday	9.30 to 3	9.30 to 3	9.30 to 3	10 to 12
Friday	9.30 to 3	9.30 to 3	9.30 to 3	10 to 12

Specialist appointments for money advice casework can be made on Tuesdays and Wednesdays. This service is not funded by the Town Council and will be available only where resources allow.

WCA will be subject to Citizens Advice quality assurance processes in relation to both advice to clients and effective management and governance.

2. Premises

The Uckfield bureau will be accessible to all. All interviews will be conducted in confidence. Areas where client records are kept and client's needs are being discussed will be kept secure from the general public.

WCA will meet its obligations under the lease. Any health & safety or security concerns will be reported to the Town Council immediately.

3. Reporting

Uckfield Town Council will have a representative on the WCA Trustee Board and be invited to attend quarterly Board meetings and the Annual General Meeting of the service.

The WCA Chief Executive will attend the annual discussion of Town Council grant allocations and may also be called upon to appear personally before a meeting of the Council or its sub-committees to explain how Council funds are spent and services provided.

WCA will provide a quarterly report to the Council setting out:

- The number of clients helped by the Uckfield bureau;
- The profile of those clients, in particular the percentage of clients who report a disability or long term health condition;

- The number of Uckfield residents helped by the Citizens Advice service in East Sussex;
- How many issues were handled by the Uckfield bureau and the overall ratio of issues per client, along with a breakdown of those issues (see annex A);
- Details of the top 5 areas on which clients sought advice;
- The ratio of cases in which there was a positive outcome and details of the improved financial outcomes secured for clients;
- Details of any local/national campaigning work;
- Number of volunteers at the Uckfield bureau;
- Number of paid staff at the bureau and their role.

4. Other service developments

WCA will provide a quarterly report setting out any new service developments and their effectiveness at meeting the need of Uckfield residents.

Annex A

The service will provide a schedule by category of advice given showing:

- The number of advice events
- The number of unique clients helped
- The ratio of issues per client

For example:

Part 1	Number of Advice Events	% Issues	Unique Client Count	Ratio of issues per client
Benefits & tax credits	2,024	35%	665	3.0
Consumer goods & services	190	3%	133	1.4
Debt	826	14%	336	2.5
Education	19	0%	13	1.5
Employment	554	10%	266	2.1
Financial services & capability	236	4%	104	2.3
Health & community care	107	2%	71	1.5
Housing	560	10%	321	1.7
Immigration & asylum	49	1%	33	1.5
Legal	330	6%	236	1.4
Other	164	3%	94	1.7
Relationships & family	424	7%	259	1.6
Tax	56	1%	45	1.2
Travel & transport	75	1%	56	1.3
Utilities & communications	109	2%	57	1.9
Discrimination	45	1%	31	1.5
Grand Total	5,768	99%	1,709	3.4

DATED

8 AUGUST

2012

LEASE

Relating to premises at the

The Source, Civic Way, Uckfield, East Sussex

HEDLEYS SOLICITORS LLP

6 Bishopsmead Parade

East Horsley

Surrey

KT24 6SR

Ref: 03/12

Tel: 01483 284567

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THIS LEASE is made the 8 day of AUGUST 2012

BETWEEN UCKFIELD TOWN COUNCIL of Civic Centre, Bell Farm Lane, Uckfield East Sussex TN22 1AE ("the Landlord") of the first part and KEITH RUDMAN, DAVID BOWLER, BRYAN GREEN and LIZ JENKINS as Trustees of the UCKFIELD BAPTIST CHURCH of 168a High Street Uckfield, East Sussex TN22 1AT ("the Tenant") of the second part

1.0 DEFINITIONS

1.1 In this Lease the following terms shall have the meanings specified in this Clause

1.1.1 "the Landlord" shall where the context so admits include its successors in title;

1.1.2 "the Tenant" shall where the context so admits include their successors in title and where the Tenant comprises more than one person or body covenants by the Tenant shall be joint and several;

1.1.3 "the Demised Premises" means the Property described in the First Schedule;

1.1.4 "the Building" means the former Adult Education Centre, Civic Way, Uckfield as the same is registered at the Land Registry with Title Absolute under Title Number ESX 309567

1.1.5 "the Term" means the term of FIVE years

1.1.6 the expressions "The Town and Country Planning Act 1990" "The Factories Act 1961" "The Environmental Protection Act 1990" and "The Offices Shops and Railway Premises Act 1963" shall be deemed to include respectively any Act or Acts for the time being in force amending or replacing the same and any orders regulations or directions for the time being issued under or by virtue of the same or any Act or Acts thereby consolidated or any Act or Acts for the time being in force amending or replacing the same

2.0 THE DEMISE

The Landlord hereby demises to the Tenant ALL THAT the Demised Premises TOGETHER with the rights described in the Second Schedule EXCEPTING AND RESERVING to the Landlord and all others thereto entitled as described in the Third Schedule TO HOLD the same to the Tenant for the Term from the 25th December 2011

MARCH 2012

[Handwritten signatures and initials]
J
DJT
B

(determinable as hereafter provided) **YIELDING AND PAYING** the yearly rent of a peppercorn for the first year of the Term and thereafter the rent of £2,400 (Two thousand pounds) (reviewable as hereafter provided) clear of all deductions to be paid by equal quarterly instalments in advance on the 24th June, 29th September, 25th December and 25th March in each year the first of such instalments to be paid on the signing hereof for the period from the date of this Lease to the quarter day next **AND ALSO PAYING** during the Term as additional rent a fair and reasonable proportion of such sums as the Landlord shall from time to time pay or be requested to pay by its insurers in respect of premiums for insuring the Building and any new erections additions or improvements on or thereto in the full reinstatement value thereof and three years' rent hereunder against loss or damage by fire and such other risks as provided in Clause 5.2.1 and such other risks as the Landlord in its discretion thinks necessary or desirable such sums to be paid on demand and to be recoverable in case of non-payment as rent in arrear

3.0 THE PERMITTED USER

It is hereby agreed and declared between the parties hereto that the Landlord makes no representation and gives no warranty as to the permitted user of the Demised Premises under the Town and Country Planning Act 1990

4.0 TENANTS COVENANTS

The Tenant hereby covenants with the Landlord as follows:

4.1 Rent

- 4.1.1 To pay the reserved rents on the days and in manner aforesaid and if required by the Landlord by Bankers Order
- 4.1.2 Not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off
- 4.1.3 To pay interest on demand at the rate of 4% per annum above the Base Lending Rate of Lloyds TSB Bank Plc, both before and after judgment, as from the date that the same

becomes due on any rent or other amounts payable to the Landlord under the provisions of this Lease which the Tenant fails to pay within seven days of the date upon which the rent or such other sum becomes due and payable

4.2 Outgoings and VAT

To pay on demand and to indemnify the Landlord against:

- 4.2.1 all rates taxes assessments charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Demised Premises or upon the owner or occupier of them (excluding any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease) and if the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant in respect of any period before the end of the Term, to make good such loss to the Landlord without delay
- 4.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment
- 4.2.3 an amount equal to all monies which the Landlord is unable to recover from its insurers as a result of any act default or omission of the Tenant
- 4.2.4 if any rates taxes assessments charges impositions and outgoings costs or expenses specified are charged imposed upon or in respect of the Building the Tenant's obligation hereunder shall be to pay a reasonable proportion thereof such proportion in default of agreement between the Landlord and the Tenant to be determined by the Landlord's Surveyor acting as an expert

4.3 Repair Cleansing and Decoration

4.3.1 From time to time and at all times well and substantially to put into repair and to repair and clean the Demised Premises and to keep the Demised Premises and all additions thereto and the sewers drains pipes wires and sanitary and water apparatus serving the same in good clean and substantial repair and condition

4.3.2 As often (not being more than every three years) as may in the reasonable opinion of the Surveyor to the Landlord be necessary in order to maintain a high standard of decorative finish and attractiveness and to preserve the Demised Premises with appropriate materials of good quality to the reasonable satisfaction of the Surveyor to the Landlord any change in the colours and patterns of such decoration to be approved by the Landlord such approval not to be unreasonably withheld or delayed

4.3.3 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Demised Premises or the use to which the Demised Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the occupier of the Demised Premises

4.4 Waste and alterations

4.4.1 Not to do in or near the Demised Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

4.4.2 Not without the previous consent in writing of the Landlord which shall not be unreasonably withheld or delayed to make or suffer to be made any structural alterations or additions to

the Demised Premises or to cut maim or injure or suffer to be cut maimed or injured any of the walls or timbers thereof

4.4.3 Not at any time during the Term without the consent in writing of the Landlord first had and obtained (and on which the Landlord may impose such reasonable conditions as it thinks fit) to carry out or permit or suffer to be carried on or out in on over or under the Demised Premises or any part thereof any improvement or addition or any building engineering or mining or other operations or works or matter or make or permit or suffer to be made any material change in the use of the Demised Premises or any part thereof

4.4.4 Not without the Landlord's consent in writing first had and obtained (which consent shall not be unreasonably withheld) to display any sign or advertisement on the Demised Premises or any part thereof or otherwise affect alter or modify the external appearance of the Demised Premises other than an appropriate sign relating to its use by the Tenant

4.5 Access of Landlord and notice to repair

4.5.1 To permit the Landlord and its duly authorised agent with or without workmen and others at reasonable times to enter upon the Demised Premises and examine the condition thereof and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done and for which the Tenant is liable as hereinbefore provided and require the Tenant forthwith to execute the same and if the Tenant shall not within thirty days after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Demised Premises and execute such repairs and thereupon the cost shall be a debt due from the Tenant to the Landlord together with all reasonable and proper expenses incurred by the Landlord in connection therewith

4.5.2 To permit the Landlord and its agents with workmen and appliances at all reasonable times during business hours to enter upon the Demised Premises

- 4.5.2.1 to execute works repairs or alterations on any adjoining premises now or hereafter belonging to the Landlord or on part of the Building or to the services thereof (all damage thereby occasioned to the Tenant being made good by the Landlord without undue delay)
- 4.5.2.2 to construct alter maintain repair fix anything or additional thing serving any adjoining premises or the Building and running through the Demised Premises
- 4.5.2.3 in exercise of a right or to comply with any obligation of repair maintenance or renewal under this Lease or any lease of the remaining parts of the Building
- 4.5.2.4 in connection with the development of any adjoining or neighbouring land or premises

4.6 Alienation

- 4.6.1 Not to assign underlet or part with possession or grant to third parties any rights to occupy the whole or part only of the Demised Premises

4.7 Landlords Costs


- 4.7.1 To pay all costs charges and expenses (including Solicitor's costs Bailiff's fees and Surveyor's fees) reasonably and properly incurred by the Landlord on a full indemnity basis of and incidental to or in contemplation of
 - 4.7.1.1 the recovery or attempted recovery of arrears of rent or other payments due from the Tenant to the Landlord under the terms of this Lease
 - 4.7.1.2 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether or not the notice is actually served or notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
 - 4.7.1.3 the enforcement of the Tenant's covenants herein contained
 - 4.7.1.4 the preparation and service of any Schedule of Dilapidations prepared on behalf of the Landlord on the Tenant and the Landlord's Surveyor's charges for compiling the

same and supervising the work detailed therein

4.7.2 To pay on demand the Landlord's legal expenses Managing Agents and Surveyor's fees (including disbursements) on all licences and duplicate copies thereof resulting from all applications by the Tenant for any consent or approval of the Landlord or its Managing Agents or Surveyors required by these presents including charges fees and disbursements actually incurred in cases where consent is refused or the application is withdrawn or not proceeded with by either the Landlord or the Tenant for any reason whatsoever

4.8 User

4.8.1 Not at any time to use or permit or suffer to be used the Demised Premises for the sale of any beer wine or spirit liquors or for any sale by auction nor to do or permit or suffer to be done in the Demised Premises any act or thing which may be or grow to the annoyance or disturbance of the Landlord or its tenants or the neighbourhood or which may render any increased or extra premium payable for the insurance of the Demised Premises or which may make void or voidable any policy for such insurance or result in the insurers declining to renew any such policy

 4.8.2 To use the Demised Premises ~~other than~~ for meeting and advice rooms, for the provision of Community Social and Education purposes within Class D of the Town & Country Planning (Use Classes) Order 1987 as at the date of this Lease and not to use the Demised Premises or allow the same to be used for any other purpose

4.9 Statutory Notices

4.9.1 Within twenty one days of the receipt of any order or notice by any Government Department Local or Public Authority to produce the same to the Landlord and without delay to take all reasonable steps to comply with such notice so far as it relates to the Demised Premises or to join with the Landlord in making such representations in respect of such notice as the Landlord shall deem expedient

4.9.2 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye-laws applicable to the Demised Premises or in regard to carrying on the trade or business for the time being carried on at the Demised Premises

4.10 The Planning Acts and Environmental law

4.10.1 Not to do or omit or to permit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises which shall contravene the provisions of The Town and Country Planning Act 1990 AND at all times hereafter to indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the said provisions of the said Act as aforesaid

4.10.2 Not to serve any purchase notice under the Town and Country Planning Act 1990 requiring any Local Authority to purchase the Tenant's interest in the Term without first offering to surrender the Lease to the Landlord without compensation and if the Tenant shall receive any compensation with respect to his interest hereunder because of any restriction placed upon the user of the Demised Premises under or by virtue of The Town and Country Planning Act 1990 then forthwith to make provision for the Landlord to receive such compensation

4.10.3 To pay and satisfy any charge that may hereafter be imposed under the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 upon the Landlord or the Tenant or the Demised Premises as a result of the user of the Demised Premises by the Tenant

4.11 Reletting

4.11.1 To permit the Landlord during the three months immediately preceding the determination of the Term to affix and retain without interference on any part of the Demised Premises a notice for reletting the same and during the said three months to permit persons with written

authority from the Landlord or its agent at reasonable times in the day to view the Demised Premises

4.12 Yielding Up

4.12.1 To yield up the Demised Premises with the fixtures and additions thereto (other than such trade or other tenant's fixtures as shall belong to the Tenant) at the determination of the Lease hereby granted in a good and substantial state of repair and condition in accordance with the covenants hereinbefore contained

4.13 Indemnities

4.13.1 To comply with any covenants and conditions affecting the Landlord's title so far as they affect the Demised Premises and to indemnify the Landlord in respect of any claim arising out of any breach thereof

4.13.2 To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

4.13.2.1 any act omission or negligence of the Tenant or any persons at the Demised Premises expressly or impliedly with the Tenant's authority and under the Tenant's control

4.13.2.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

4.13.2.3 any defect in the Demised Premises or any part thereof

4.13.3 To give notice to the Landlord of any defect in the Demised Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Demised Premises

5.0 THE LANDLORDS COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

5.1 Quiet Enjoyment

- 5.1.1 The Tenant paying the rent hereby reserved and observing and performing the several covenants on their part hereinbefore contained shall peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or by any person rightfully claiming under or in trust for it

5.2 Insurance

- 5.2.1 Unless the insurance of the Building shall have been vitiated or payment of the insurance policy monies refused or the Council's insurers shall have declined to renew any such policy by or through the act or default of the Tenant the Landlord will keep the Building insured for an amount equal to its full reinstatement value against loss or damage by fire lightning explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom earthquake riot and civil commotion and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles subsidence landslip settlement and heave Architects Surveyors and other professional fees demolition and site clearance and related costs incurred in shoring up the land or building three years loss of rent Property Owners Liability and public and third party liabilities and insurance against personal injury and damage to property under the Defective Premises Act 1972 and any other similar statute for the time being in force and such other risks of insurance as may from time to time be reasonably required by the Landlord
- 5.2.2 To produce to the Tenant on demand the policy of insurance maintained by the Landlord and the receipt for the last premium payable for it
- 5.2.3 If the Demised Premises is destroyed or damaged by fire or any other peril against the risk of which the Landlord has insured and the policy of insurance not being vitiated by some act or

omission by the Tenant or any permitted sub-tenant or licensee forthwith to reinstate the Demised Premises or such part as shall have been so destroyed or damaged

5.2.4 If it is impossible or impracticable to reinstate in accordance with Clause 5.2.3 any moneys received under the policy of insurance (except payments in respect of loss of rent which shall belong to the Landlord absolutely) shall be divided between the Landlord and the Tenant according to the value at the date of the damage or destruction of their respective interests in the Demised Premises (to be determined in default of agreement by a single arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors)

5.2.5 To keep in repair the structure of the Building and the exterior of the Building decorating the same in a good and workmanlike manner when required

6.0 PROVISOS

It is hereby agreed and declared as follows:

6.1 If the yearly rents hereby reserved including any increased rents which may become payable hereunder or if any other monies which may become payable hereunder by the Tenant to the Landlord or any part of such rent or other monies shall at any time or times remain unpaid for fourteen days after becoming due and payable (whether such rents have been formally or legally demanded or not) or if any of the covenants or agreements on the part of the Tenant or any of the stipulations or conditions herein contained and on the Tenant's part to be performed and observed shall not be performed and observed as required hereunder or if the Tenant (if more than one person any one of them) being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation or a solvent company) or compulsory or has a provisional liquidator or a receiver (including an administration receiver) appointed or is the subject of an administration order or a petition for one or more of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the

—

meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or the Tenant (if more than one person any one of them being an individual) is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under Section 253 or Section 273 or Section 286 Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or the Tenant enters into or makes any proposal to enter into any arrangements or composition for the benefit of their creditors then and in every such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise and the Term and everything herein contained shall immediately cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of rent or other monies due or any antecedent breach or non-performance or non-observance of any of the covenants or agreements on the part of the Tenant or the stipulations or conditions herein contained

6.2 In case the Demised Premises or any part thereof shall at any time during the Term be destroyed or so damaged by any of the insured risks as provided in Clause 5.2 so as to be unfit for occupation and use and the policy or policies effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of some act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall be again rendered fit for occupation and use

6.3 The Tenant shall not be entitled to any right of light or air or otherwise which would in any way interfere with the use by the Landlord or any other person deriving title under him of his adjoining or adjacent land or building or for any other purpose and in particular (but without prejudice to the generality of the foregoing) the Tenant shall not be entitled to the benefit of any quasi-easement right or privilege now or formerly used or enjoyed by the Landlord over any adjoining or neighbouring property owned by him

- 6.4 All walls separating the Demised Premises from other property of the Landlord shall be deemed to be party walls and repairable accordingly

7.0 DETERMINATION

If the Landlord shall wish to determine the lease at any time after the expiry of the third year or the Tenant wishes to determine the lease at any time after the first year of the Term and gives to the other party not less than six calendar months notice of that wish then on the expiry of such notice the Term is to cease and determine immediately, but without prejudice to any rights or remedies that may have accrued to either party

8.0 EXCLUSION OF SECURITY OF TENURE

- 8.1. The Landlord and the Tenant agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this tenancy

- 8.2.1 The Tenant confirms that before the date of this lease :

The Landlord served on the Tenant a notice in a form complying with Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the Regulations) in relation to the tenancy created by this lease and

- 8.2.2 The Tenant, or a person duly authorised by the Tenant) made a Declaration in reply notice in a form complying with Schedule 2 of the Regulations in relation to the tenancy created by this Lease

9.0 RENT REVIEW

- 9.1 In this Clause 'review date' means the ^{25 March 2015} ~~25th December 2014~~ and 'review period' means the period starting with the review date up to the end of the Term

- 9.2 The yearly rent shall be:-

- 9.2.1 Until the first review date the rent of £2,400 and

- 9.2.2 During the review period a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided whichever be the greater

- 9.3.1 Such revised rent for any review period may be agreed at any time between the Landlord and

the Tenant or (in the absence of agreement) determined not earlier than the relevant review date by an independent valuer (acting as an expert and not as an arbitrator) such valuer to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord made not earlier than six months before the review date and so that the revised rent to be determined by the valuer shall be such as he shall decide is the yearly rent at which the Demised Premise might reasonably be expected to be let at the review date on the following assumptions at that date:

9.4. That the Demised Premises:

9.4.1.1 are available to let on the open market without a fine or premium with vacant possession by a willing Landlord to a willing Tenant for the Term

9.4.1.2 are to be let as a whole subject to the terms of this Lease (other than the amount of the rent hereby reserved but including the provisions for review of that rent)

9.4.1.3 are fit and available for immediate occupation

9.4.1.4 may be used for any of the purposes permitted by this Lease as varied or extended by any licence granted pursuant thereto

9.4.2 That the covenants herein contained on the part of the Tenant have been fully performed and observed

9.4.3 That no work has been carried out to the Demised Premises which has diminished the rental value and that in case the Demised Premises have been destroyed or damaged they have been fully restored

9.4.4 That no reduction is to be made to take account of any rental concession which on a new letting with vacant possession might be granted to the incoming tenant for a period within which its fitting out works would take place

9.5.1 But disregarding:

9.5.1.1 any effect on rent of the fact that the Tenant its sub-tenants or their respective

predecessors in title have been in occupation of the Demised Premises

9.5.1.2 any goodwill attached to the Demised Premises by reason of the carrying on thereat of the business of the Tenant of its business and

9.5.1.3 any increase in rental value of the Demised Premises attributable to the existence at the review date of any improvement to the Demised Premises or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title except obligations requiring compliance with statutes or directions of Local Authorities or other bodies exercising powers under statute or Royal Charter either by the Tenant its sub-tenants or their respective predecessors in title during the said term or during any period of occupation prior thereto arising out of any agreement to grant such term or by any tenant or sub-tenant of the Demised Premises before commencement of the Term so long as the Landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Demised Premises

9.6 It is hereby further provided in relation to the ascertainment and payment of revised rent as follows:

9.6.1 If the valuer nominated pursuant to Clause 9.3 hereof shall die or decline to act the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf he may on the application of either the Landlord or the Tenant by writing discharge the valuer and appoint another in his place

9.6.2 In the case of determination by a valuer:

9.6.2.1 the fees and expenses of the valuer including the cost of his nomination shall be borne equally by the Landlord and the Tenant who shall otherwise bear their own costs and

9.6.2.2 the valuer shall afford the Landlord and the Tenant an opportunity to make representations to him and if the revised rent payable on and from the review date

has not been agreed by the review date rent shall continue to be payable at the rate previously payable and forthwith upon the revised rent being ascertained the Tenant shall pay to the Landlord any shortfall between the rent and the revised rent payable up to and on the preceding quarter day together with interest on any shortfall at the Base Rate of Lloyds TSB Bank Plc such interest to be calculated on a day to day basis from the review date on what it would have been payable if the revised rent had then been ascertained to the date of actual payment of any shortfall and the interest so payable shall be recoverable in the same manner as rent in arrear

9.6.3. for the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the Landlord and the Tenant or the determination by the valuer

9.6.4. If either the Landlord or the Tenant shall fail to pay any the one half of the fees and expenses of the valuer under the provisions hereof within twenty-one days of the same being demanded by the valuer the other shall be entitled to pay the same and the amount so paid shall be repaid by the party chargeable on demand

10.0 STATUS OF LEASE

10.1 It is declared that this lease is a new lease within the meaning of the Landlord and Tenant (Covenant) Act 1995

11. DECLARATION

11.1 The liability of Keith Rudman, David Bowler, Bryan Green and Liz Jenkins under this Lease shall not be personal but is limited to the extent of the assets for the time being of the Uckfield Baptist Church

IN WITNESS of which the parties have executed this Deed the day and year first before written

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THE FIRST SCHEDULE

The premises known as The Source, Civic Way, Uckfield, East Sussex as the same is edged red on the plan annexed (the Plan) Excluding the foundations and all external structural or load bearing walls columns beams roof and foundations and supports but including

- 1 The paint paper and other decorative finishes applied to the interior the external walls and columns of the Demised Premises but not any other part of the external walls and columns
- 2 The floor finishes but nothing below them
- 3 The ceiling finishes and any suspended ceilings but nothing above the ceiling finishes
- 4 Any non load bearing internal walls wholly within the Demised Premises
- 5 The inner half of the internal non load bearing walls dividing the Demised Premises from other parts of the Building
- 6 The door and windows and the door and window frames and any canopies over the same
- 7 All additions and improvements
- 8 All fittings installed by the Landlord
- 9 All fixtures (whether or not fixed to the Demised Premises at the commencement of the Term) excepting any installed by the Tenant that can be removed without defacing the Demised Premises
- 10 Any conducting media wholly within the Premises that exclusively serve the Demised Premises

THE SECOND SCHEDULE

(Rights Granted)

1. The right of access to and egress from the Demised Premises over all the access ways

serving the Demised Premises and the entrance lobby coloured brown on the Plan

2. The use of the main drains and all other service pipes and cables used in common by the Building and the adjoining properties
3. the right of support shelter and protection from the Building

THE THIRD SCHEDULE

(Rights Reserved)


1. The free passage and running of water soil gas and electricity and other services by and through the sewers pipes wires and drains now in under or upon the Demised Premises
2. All rights of entry upon the Demised Premises referred to in Clause 4.5 of this Lease


Executed as a Deed
by the Landlord affixing
its Common Seal in the
presence of :


Councillor


Councillor


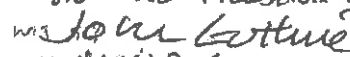
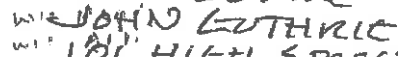
Executed as a Deed by
the Tenant acting by a
Director and its Secretary

SIGNED AS A DEED BY
KEITH RUDMAN 
IN THE PRESENCE OF



JOHN GUTHRIE
101 HIGH STREET
UCKFIELD
SOLICITOR


SIGNED AS A DEED BY
DAVID BOWLER 
IN THE PRESENCE OF


JOHN GUTHRIE
101 HIGH STREET
UCKFIELD
SOLICITOR

SIGNED AS A DEED
BY BRYAN GREEN 
IN THE PRESENCE OF
WIT 
JOHN GUTHRIE
WIT 
JOHN GUTHRIE
101 HIGH STREET
UCKFIELD
SOLICITOR
Director

Secretary

SIGNED AS A DEED
BY LIZ JENKINS 
IN THE PRESENCE OF


JOHN GUTHRIE
101 HIGH STREET
UCKFIELD
SOLICITOR

UCKFIELD TOWN COUNCIL



RISK MANAGEMENT POLICY

Policy Number 29		
Issue No.	Date completed	Details of amendments
1	01.12.14	GP.39.12.14 – Adopted at General Purposes Committee
2	18.01.16	Reviewed at General Purpose Committee GP.50.01.16

1.0 INTRODUCTION

Uckfield Town Council is aware of its responsibility to manage risk to ensure it achieves its objectives to deliver a high quality of public services and to ensure it provides good governance.

The Council has various policies in place to ensure significant risks are controlled, reviewed and monitored. This document forms the Town Council's Risk Management Strategy, it provides an overview of risk management and how it will be monitored.

This policy will be reviewed annually by the Finance Sub-committee.

The tables below detail the controls in place for the main service areas at risk

- Insurances
- Working with others
- Self-managed risk

Risk Identification			
<u>Insurance Cover</u>	<u>Details</u>	<u>Comments</u>	<u>Review Date</u>
Protection of physical assets:	Company: Allianz	Arrangement reviewed annually by the Town Clerk	September 2016- August 2017
<ul style="list-style-type: none"> • Buildings, and contents (where applicable) • Business interruption • Stock • Computer Equipment • Civic Centre CCTV • Town Centre CCTV • Terrorism 	Policy No: 07/SZ/15226794/10 Period of cover: 1st March – 18th October 2016 19 th October 2016 – 18 th October 2017		
Public Liability including:	Company: Zurich Municipal	Public and Employers Liability £10M	May 2016 2017
<ul style="list-style-type: none"> • Employers Liability • Libel and Slander • Motor Vehicles • Fidelity Guarantee • Personal Accident • Legal Expenses • Money • Civic Regalia • Litter Bins • Bus Shelters • Large Grounds Equipment 	Policy No: YLL272007-6913 Period of cover: 29 th May 2013 – 19 th June 2018 5 year long term agreement for competitive premiums.	Libel and Slander £250,000 Fidelity Guarantee Members and Employees £1M Reviewed annually by the Town Clerk	5 year agreement as from May 2013 Current policy 20 th June 2016 – 19 th June 2017

Internal controls			
Up to date register of assets		✓	Ongoing
Regular maintenance arrangements for physical assets.		Budgets in place, maintained by staff and outside contractors.	
Annual review of risk and adequacy of cover		✓	
Ensuring robustness in insurance provider		Review other service providers.	
Internal audit assurance			
Internal auditor testing includes:			
<ul style="list-style-type: none">✓ Review of internal controls in place and their documentation.✓ Review of management arrangements regarding insurance cover.✓ Testing of specific internal controls and report findings to the General Purposes Committee.			

Table 2. Working with others

Risk Identification

	<u>Details</u>	<u>Comments</u>	<u>Review Date</u>
<ul style="list-style-type: none"> Security of vulnerable buildings, amenities or equipment 	Civic Centre, The Hub, West Park and Victoria pavilions and the garage store alarmed and maintained by outside contractors.	Security Alarms - Intime.	Civic.Centre - Oct 16 17 Victoria Pavilion and store West Park Pavilion The Hub – April 16 17
	Foresters Hall – Fire alarm only.	Fire Alarms – Sovereign	Civic Centre – Aug-16 17 Victoria Pavilion – March 16 17 The Hub – Jan 16 17 – Foresters Hall Sept. 16 17
		Fire Alarms Civic Centre CCTV - ADT Intime	Jan 20 16 17
<ul style="list-style-type: none"> Provision of services being carried out by others 	Town Centre CCTV Contracts reviewed and tender process used in accordance with Financial Regulations.	Chroma Vision	June-2016 CCTV Review in progress Feb 17
<ul style="list-style-type: none"> Banking arrangements, including borrowing 	Banking arrangements reviewed annually by Finance Sub-committee.	Reviewed by Finance Sub-committee April-2013 July 2016	April-2016 July 2017
<ul style="list-style-type: none"> Professional services (architects, project managers etc.) 	To use specialist when required.		

Internal controls by Internal Auditor

<ul style="list-style-type: none"> ○ Standing Orders ○ Annual review of contracts ○ Clear statements of management responsibility for each service. ○ Adoption and adherence to codes of practice ○ Arrangements to detect and deter fraud and/or corruption ○ Regular bank reconciliation, independently reviewed. 	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓ ✓ 		
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Internal audit assurance

Internal Auditor testing includes:

- ✓ Review of internal controls in place and their documentation.
- ✓ Review of management arrangements regarding insurance cover.
- ✓ Testing of specific internal controls and report findings to the General Purposes Committee.

Table 3. Self-managed risk

- Regular scrutiny of financial records and proper arrangement for the approval of expenditure
- Regular budget monitoring statements
- Minutes properly numbered and paginated with a master copy for safe keeping
- Regular returns to HM Revenue and Customs; contracts of employment for all staff, systems of updating records for any changes in relevant legislation
- Regular returns of VAT, relevant officer training
- Procedures for dealing with and monitoring grants made
- Procedure in place for recording and monitoring Members' interests and gift and hospitality received
- Adoption of codes of conduct for Members and employees
- Developing systems of performance measurement
- Documented procedures to deal with enquiries from the public
- Documented procedure to deal with responses to consultation requests
- Monitoring arrangements by the Council regarding Quality status

Internal audit assurance

- ✓ Review of internal controls in place and their documentation
- ✓ Review of minutes to ensure legal powers in place recorded and correctly applied
- ✓ Testing of income and expenditure from minutes to cashbook, from bank statements to cashbook, from, minutes to statements etc. including petty cash transactions
- ✓ Review and testing of arrangements to prevent and detect fraud and corruption
- ✓ Testing of disclosures
- ✓ Testing of specific internal controls and report findings to the General Purposes Committee

Meeting of the General Purposes Committee

Monday 6th March 2017

Agenda Item 8.1

TO RECEIVE A REPORT ON THE ADMINISTRATION OF THE COUNCIL

1.0 Summary

- 1.1 This report details activities and statistics in relation to staff and other areas of Council business.

2.0 Sickness:

2.1

	As at 28.02.17 (24 staff)	As at 31.03.16 (22 staff)
Actual days taken as short term Doctors' certificate	45 days*	72 days
Actual days taken as self-certificated sick leave	22 days*	28 days
Average number of days self-certificated sick leave per person	2.79 days	4.55 days
Actual days taken as long term sick leave	35 days	70 days
Average number of days sickness per person	4.25 days	7.73 days
National average of sick days taken in the public sector per person (*CBI/AXA Absence Survey)	5.5 days	5.5 days

* Although the above are allocated as days please note that some of these working days are part-time workers which do not equate to a 7.4 hour day.

3.0 IT and Computers

- 3.1 Since the last report in January 2017 the website (www.uckfieldtc.gov.uk) has had 170 regular users and 213 sessions of which 63.8% (136 sessions) are new visitors and 36.2% (77 sessions) are returning visitors.
- 3.2 The Civic Centre website (www.uckfieldciviccentre.com) has had 127 regular users and 141 sessions since the last report in January 2017 of which 80.1% (113 sessions) are new visitors and 19.9% (28 sessions) are returning visitors.
- 3.3 The Facebook page (www.facebook.com/uckfieldtowncouncil) has had 572 "likes" since launch in June 2012. This is 12 more "likes" since the last report in January 2017.
- 3.4 The Facebook page (www.facebook.com/luxfords) has had 268 "likes" since the launch in June 2013. This is 35 more "likes" since the last report in January 2017.
- 3.5 The Twitter account for the Town Council (@UckfieldTC) has 788 "followers" since the launch in June 2013. This is 12 more than the last report in January 2017.

- 3.6 The Twitter account for Luxfords (@LuxfordsUCC) has 327 “followers” since its launch in June 2013. This is four more than the last report in January 2017.
- 3.7 We are proposing to run refresher training on the main Town Council website for office staff and also propose to review and develop a new website for the Civic Centre in the next financial year.
- 4.0 Risk Assessments and Training**
- 4.1 One member of the caretaking staff has completed refresher training of the ‘First Aid at Work’ certificate.
- 5.0 Accidents and First Aid**
- 5.1 Nothing to report.

Background Papers: None

Contact Officer: Susan Allum and Christine Wheatley

Appendix A

UCKFIELD TOWN COUNCIL



MEMBERS AUDIT FORM

MONTH JANUARY 2017

Checklist:

Documents will be chosen at random by Members carrying out the Audit.

SAGE AUDIT TRAIL (DETAILED)

Check source documents including nominal code and authorisation.

Supplier Invoices
Customer Invoices
Timesheets



BANK RECONCILIATION AND VERIFICATION TO NOMINAL CODE:

Check bank reconciliation to SAGE print outs, bank statement and nominal codes.

Clerks Account
General Account
Special Interest Bearing
Fixed Rate Bond
Lloyds Bank Account



PETTY CASH

Check cash balance and vouchers

Town Council Petty Cash
Luxfords Petty Cash



Signed [Signature]

Print Name M. P. DRAKINS

Dated 25/01/17

Members comments:-

SYSTEM SOUND) - DISCREPANCY WITH ONE STAFF TIMESHEET - TO BE RECTIFIED)


25/4/17

Supplier Invoice Checked

Supplier Name	Invoice No. and Date	P. Order No	Confirmed Stamped, signed, correct nominal code	Confirmed Cheque No. entered and signed by two Clrs.
SIGN STUDIO	14774	9950	YES	112652 YES.
E. MILES	—	N/A	YES	112707 YES

Customer Invoices Checked

Customer Name	Invoice No.	Charges correct	Payment date on invoice	Bank Paying in receipt No.
G&C.	CC32305	YES	22/12/16	C/card
WDC	CC32404	YES.	10/12/16	BACS: 12/12/16

Timesheets checked

Staff Name	Week/month Checked	Hours correct	Payment correct	Payslip date	BACS Form
M STOCKHAM	DEC. 2016	NO	YES	30/12/16	366569183.
		1/4 underpaid D/E 23/12/16			
		One Timesheet missing. Not signed			
B HARWOOD.	DEC 2016.	YES.	YES	30/12/16	366569183

Bank Reconciliation Checked

Bank Account	Statement No.	Signed	Reconciled	Nominal Code
GONBORN A/c.	452	ybs	ybs.	1200

Petty Cash Checked

Account Name	Reconciliation Correct, Month	Voucher Name	Correct float to SAGE balance
Town Council	RANDOM CHECK ON PETTY CASH TIN 25/1/17	—	ybs
Luxfords			

Meeting of the General Purposes Committee

Monday 6th March 2017

Agenda Item 9.1 (iv)

Report of the Uckfield Volunteer Centre

1. There has not been a Trustees meeting to report on so far this year.
2. The plans for the 'Celebrate' initiative are progressing. Its purpose is to bring together many local groups, charities, organisations and volunteers to honour and acknowledge the benefits of the contribution made by volunteering across the County.

A 'Launch Event' is planned for Thursday 16th March to showcase volunteers and organisations sharing the experiences of volunteering and the benefits they have enjoyed.

The main 'Celebrate' Expo will take place on Saturday 16th September 2017 showcasing local organisations giving opportunities to promote themselves and inspire new members to volunteer.

Report by; - Cllr. Paul Meakin

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