

ARCHIVES AND REGALIA SUB COMMITTEE

Minutes of meeting held on Friday 9th August 2019 at 3pm in Councillors Room

Present: Cllrs. Jean Curteis & Sue Ferguson, Mr Henry Edwards & Ms. Nikki Gooch

Apologies: None

Note Taker: Cllr. Jean Curteis

Minutes of last meeting approved

Regalia

The mayoress escort badge - The badge has been returned
Jean brought it to the meeting – the repair to the enamel is remarkable.

The Deputy Mayor's badge – lanyard has been removed and chain reinstated.

The Deputy Mayor has proposed that a completely new badge and chain be made for the Deputy Mayor.

The costs which have been received for this from Fattorini's are in excess of £1000.00 – this does not apparently include a new chain.

The committee have rejected the idea of a new badge but will ask Council to pursue a costing for a new chain as the badge is gold plated and the chain is silver and does not match.

However, none of this will happen in this financial year as the budget allowance is nearly at its limit.

Regarding the Past Mayors/Mayoress escort badge's . Henry's suggestion at the last meeting that we purchase some for stock will also be held in abeyance for discussion until the next financial year.

Archives

A grant application has been sent to Ashford Borough Council regarding assistance with the cost of hiring the lockable display cabinets.

The new display boards have now arrived.

Sue is making great progress with the pictures for the display boards.

She has also made an excellent copy of the Tenterden information contained in Kelly's directory.

If convenient to the Office we will meet on Monday 19th August to check what archive material we have in the safe which we can display at the exhibition.

Post Meeting - Deputy Town Clerk has printed a list of all archive material held.

Next Normal Meeting: Friday 31st August at 3pm in the Councillors Room.

ARCHIVES AND REGALIA SUB COMMITTEE

Minutes of meeting held on FRIDAY 30th August 2019 at 3pm in Councillors Room

Present: Cllrs Jean Curteis & Sue Ferguson, Mr Henry Edwards Ms. Nikki Gooch

Apologies: None

Note Taker: Cllr Jean Curteis

Minutes of last meeting approved

Matters Arising: None

Regalia

Nothing to discuss this meeting

Archives

Nikki, Henry and myself spent time last week and made good progress on retrieving some very interesting archive material from the safe.

We will meet again on Monday 2nd September and complete the process.

Then we must allocate the material to the display cabinets in order for the booklets to be prepared for printing

A suggested mock up of the booklet was made and changes agreed as necessary

Various notable dates will be added to the history pages

Sue's photographic display arrangements are going well

She has agreed with the printers for a banner to be made at a cost of £30 and got permission from Town Council for it to be displayed on the railings at the Recreation Ground from mid September

The cost of the photographic printing onto special display material which can be attached to the boards without damage is £768.00 plus VAT. (These amounts will come from the budget that was agreed for the exhibition)

Note: If stored properly afterwards these photographs will be able to be used again and again when needed

To comply with gambling regulations the raffle draw will take place daily

After Sue left the meeting discussion continued on how many booklets we needed to print.

Henry estimated that based on a steady turnover of 25 persons per hour for the duration of the event ie 17 hours it would require 425 booklets. However to be cost effective it would be necessary to print 1000.

Next Meeting tba

Internal Committee 9th September 2019

Model Financial Regulations

Agenda Item 8

The model financial regulations have been recently updated. Earlier this year the Standing orders committee recommended that TTC adopt the model regulations.

Amendments have been made to the regulations as advised in the guidance attached to set the regularity of checks which remain the same as now and to extract the thresholds for financial limits to Appendix 1 so that any change in future can be reflected in the threshold listing and the regulations themselves can remain unchanged.

Proposal: That the model financial regulations should be adopted



Phil Burgess
Town Clerk

Impact on Crime and Disorder	: None
Impact on Bio-diversity	: None
Budgetary Impact	: None

APPENDIX 1 - SCHEDULE OF LIMITS AND THRESHOLDS FOR FINANCIAL REGULATIONS

Regulation	Name	Amount
1.14 and 4.1	Council Threshold (above this, expenditure must be approved by the full council)	£5,000
4.1 and 11.1(h)	Clerk Plus Member's Limit (up to this, the clerk plus the mayor or committee chairman can approve budgeted expenditure; above this, up to the Council Threshold, a duly-delegated committee can approve budgeted expenditure)	£3,000
4.5	Clerk's Emergency Limit (up to this, the Clerk can incur expenditure that is urgently required for specified purposes)	£1,000
6.22(a)	Petty Cash Amount (The limit of the petty cash float)	£250
11.1 (b) & (h)	Tender Threshold (above this, a full tender process must be undertaken). Note over £164,176 additional rules apply - see NALC LTN 87.	£25,000
11.1(h) and 14.2	<i>De Minimis</i> Limit (up to this, no quotations are required - between this and the Tender Threshold, three comparative quotations should be sought)	£1,500

GUIDANCE ON THE MODEL FINANCIAL REGULATIONS TEMPLATES FOR ENGLAND AND WALES

This guidance document provides information on how to use the Model Financial Regulations templates for England and Wales, produced by the National Association of Local Councils (NALC) in 2019.

Dates and timeframes

Stated dates or months may be changed to suit local circumstances.

Where the word “regularly” is used in the text it is for the individual council to set the required interval, monthly, quarterly, or half-yearly. This period should never exceed 12 months.

Amending the regulations for your council

Where the guidance has information in [square brackets] this part may be deleted if not relevant. An alternative option may have been provided.

The value inserted in [square brackets] in any of the paragraphs (other than the EU Procurement and Public Contract Regulations 2015 thresholds referred to in 11.1a (England), 11.1b (England) and 11.1k (Wales)) may be varied by the council and should be reviewed regularly and confirmed annually by the council.

The appropriate approved list referred to in paragraph 11.1b (Wales) shall be a list drawn up by the clerk and approved by council but, normally shall be based on the list maintained by the district council for such works, if such list is maintained. In the absence of an appropriate list, the words in square brackets should be omitted

You will find information that requires amending for your local council in paragraphs.

England:

- 1.8 and 1.14
- 2.2
- 3.1 and 3.2
- 4.1, 4.4, 4.5 and 4.8
- 5.1, 5.2, 5.4, 5.5 and 5.6
- 6.3, 6.4, 6.6, 6.15, 6.17, 6.18, 6.19, 6.20, 6.21 and 6.22
- 7.3
- 9.10
- 11.1
- 12, 12.1, 12.2 and 12.3

- 13, 13.1, 13.2, 13.3 and 13.4
- 14.2
- 15.1, 15.2 and 15.5
- 16 and 16.1
- 17.1 and 17.2
- 18.2

Wales:

- 1.8 and 1.14
- 2.2
- 3.1 and 3.2
- 4.1, 4.4, 4.5 and 4.8
- 5.1, 5.2, 5.5 and 5.6
- 6.3, 6.4, 6.6, 6.15, 6.17, 6.18, 6.19, 6.20, 6.21 and 6.22
- 7.3
- 9.10
- 11.1
- 12, 12.1, 12.2 and 12.3
- 13, 13.1, 13.2, 13.3 and 13.4
- 14.2
- 15.1, 15.2 and 15.5
- 16 and 16.1
- 17.1 and 17.2

Guidance on the Model Financial Regulations templates for England and Wales were produced by the National Association of Local Councils (NALC) in July 2019 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. The National Association of Local Councils (NALC) cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

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TENTERDEN TOWN COUNCIL MODEL FINANCIAL REGULATIONS 2019 FOR ENGLAND

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These Financial Regulations were adopted by the council at its meeting held on 9th September 2019

1. General

1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers.

Financial regulations must be observed in conjunction with the council's standing orders¹ and any individual financial regulations relating to contracts.

1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.

1.3. The council's accounting control systems must include measures:

- for the timely production of accounts;
- that provide for the safe and efficient safeguarding of public money;
- to prevent and detect inaccuracy and fraud; and
- identifying the duties of officers.

1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.

1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.

1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.

1.7. Members of council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.

1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. [The Clerk has been appointed as RFO for this council and these regulations will apply accordingly.]

1.9. The RFO;

- acts under the policy direction of the council;

¹ Model Standing Orders for Councils (2018 Edition) is available from NALC (©NALC 2018)

- administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
- determines on behalf of the council its accounting records and accounting control systems;
- ensures the accounting control systems are observed;
- maintains the accounting records of the council up to date in accordance with proper practices;
- assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
- produces financial management information as required by the council.

1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.

1.11. The accounting records determined by the RFO shall in particular contain:

- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
- a record of the assets and liabilities of the council; and
- wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.

1.12. The accounting control systems determined by the RFO shall include:

- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
- procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
- identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
- procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
- measures to ensure that risk is properly managed.

1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:

- setting the final budget or the precept (council tax requirement);

- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- writing off bad debts;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations in any report from the internal or external auditors, shall be a matter for the full council only.

1.14. In addition, the council must:

- determine and keep under annual review the bank mandate for all council bank accounts;
- approve any grant or a single commitment in excess of the amount stated in Appendix1; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC).

2. Accounting and audit (internal and external)

2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.

2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman [or a cheque signatory] shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the council [Finance Committee].

2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon

as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.

2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.

2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.

2.6. The internal auditor shall:

- be competent and independent of the financial operations of the council;
- report to council in writing, or in person, on half-yearly basis with a minimum of one annual written report during each financial year;
- to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- has no involvement in the financial decision making, management or control of the council

2.7. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.

2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.

2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. Annual estimates (budget) and forward planning

3.1. Each committee (if any) shall review its three-year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of October each year including any proposals for revising the forecast.

3.2. The RFO must each year, by no later than November, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the Internal committee and the council.

3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.

3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.

3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

4. Budgetary control and authority to spend

4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by reference to the Thresholds within Appendix 1 for the following:

- the council;
- a duly delegated committee of the council; or
- the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee.

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

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

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

4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.

4.4. The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of Council or relevant committee. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

4.5. In cases of extreme risk to the delivery of council services, the clerk may authorise revenue expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit specified within Appendix 1. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.

4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.

4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.

4.8. The RFO shall quarterly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of 15% of the budget.

4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. Banking arrangements and authorisation of payments

5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be annually reviewed for safety and efficiency. The council shall seek credit references in respect of members or employees who act as signatories.

5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to the Internal committee. The council / committee shall review the schedule for compliance and, having satisfied itself shall confirm payment by a resolution. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or

as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.

5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.

5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order twice monthly.

5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:

- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of the Internal committee;
- b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of the Internal committee; or
- c) fund transfers within the councils banking arrangements up to the sum of £100,000, provided that a list of such payments shall be submitted to the next appropriate meeting of the Internal committee.

5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.

5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.

5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.

5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.

5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a Member.

6. Instructions for the making of payments

6.1. The council will make safe and efficient arrangements for the making of its payments.

6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.

6.3. All payments shall be affected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council.

6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by two members of council and countersigned by an administrative signatory in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.

6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.

6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the Internal Committee at the next convenient meeting.

6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.

6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.

6.9. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.

6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

6.11. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be handed to and retained by the Chairman of Council in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.

6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.

6.13. Back-up copies of the records on any computer shall be made each working day and shall be stored securely away from the computer in question, and preferably off site.

6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.

6.15. Where internet banking arrangements are made with any bank, the Clerk, Deputy Clerk or RFO shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.

6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.

6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by the Clerk or RFO and a member. A programme of regular checks of standing data with suppliers will be followed.

6.18. Any Debit Card issued for use will be specifically restricted to the Clerk or RFO and will also be restricted to a single transaction maximum value of £500 unless authorised by council or finance committee in writing before any order is placed.

6.19. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Internal Committee. Transactions and purchases made will be reported to the Internal committee and authority for topping-up shall be at the discretion of the Internal committee.

6.20. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk, deputy Clerk or RFO and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.

~~6.21. The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk or RFO (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.~~

OR

6.22. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.

- a) The RFO shall maintain a petty cash float as listed in Appendix 1 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.

b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.

c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to council under 5.2 above.

7. Payment of salaries

7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.

7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.

7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the staffing and Internal committees.

7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:

- a) by any councillor who can demonstrate a need to know;
- b) by the internal auditor;
- c) by the external auditor; or
- d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.

7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.

7.6. An effective system of personal performance management should be maintained for the senior officers.

7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.

7.8. Before employing interim staff, the council must consider a full business case.

8. Loans and investments

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

8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State/Welsh Assembly Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.

8.3. The council will arrange with the council's banks and investment providers for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.

8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.

8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.

8.6. All investments of money under the control of the council shall be in the name of the council.

8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

8.8. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

9. Income

9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.

9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.

9.3. The council will review all fees and charges at least annually, following a report of the Clerk.

9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.

9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.

9.6. The origin of each receipt shall be entered on the paying-in slip.

9.7. Personal cheques shall not be cashed out of money held on behalf of the council.

9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.

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

9.10. Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting (see also Regulation 16 below).

10. Orders for work, goods and services

10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.

10.2. Order books shall be controlled by the RFO.

10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in Regulation 11.1 below.

10.4. A member may not issue an official order or make any contract on behalf of the council.

10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. Contracts

11.1. Procedures as to contracts are laid down as follows:

- a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. for the supply of gas, electricity, water, sewerage and telephone services;
 - ii. for specialist services such as are provided by legal professionals acting in disputes;
 - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
 - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
 - v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
 - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
- b) Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations².
- c) The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works

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

contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)³.

d) When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.

e) Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.

f) All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.

g) Any invitation to tender issued under this regulation shall be subject to Standing Orders[],⁴[insert reference of the council's relevant standing order] and shall refer to the terms of the Bribery Act 2010.

h) When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall strive to obtain 3 estimates for the value range detailed in Appendix 1. Otherwise, Regulation 10.3 above shall apply.

i) The council shall not be obliged to accept the lowest or any tender, quote or estimate.

j) Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

[12. Payments under contracts for building or other construction works]

³ Thresholds currently applicable are:

a) For public supply and public service contracts 209,000 Euros (£181,302)
b) For public works contracts 5,225,000 Euros (£4,551,413)

⁴ Based on NALC's Model Standing Order 18d ©NALC 2018

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

[12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.]

[12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.]

[13. Stores and equipment]

[13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.]

[13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.]

[13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.]

[13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.]

14. Assets, properties and estates

14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £1500.

14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property

(including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.

14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

15. Insurance

15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers [in consultation with the Clerk].

[15.2. The Clerk shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.]

15.3. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.

15.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.

15.5. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined [annually] by the council, or duly delegated committee.

16. [Charities]

[16.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as

determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.]

17. Risk management

17.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk [with the RFO] shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.

17.2. When considering any new activity, the Clerk [with the RFO] shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

18. Suspension and revision of Financial Regulations

18.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.

18.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.

The Model Financial Regulations templates were produced by the National Association of Local Councils (NALC) in July 2019 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

Internal Committee 9th September 2019
Recreation Ground Terms and conditions
Agenda Item 9

The safety provisions for events on the recreation ground have been reviewed in consultation with the Safety Advisory Group (SAG) at ABC. The council must ensure the safety of attendees and avoid liability for any accident which does occur.

As a result, item 16 of the attached terms and conditions has been amended to require evidence that SAG has raised no safety concerns well in advance of the event.

Fairs and Circuses have exemption from the requirement to approach SAG. However, their organisations do have their own system of certification which administrative staff can check prior to the event going ahead. Item 16 has also been amended to reflect this.

Proposal: That the amendments to terms and conditions should be adopted



Phil Burgess
Town Clerk

Impact on Crime and Disorder	: None
Impact on Bio-diversity	: None
Budgetary Impact	: None

TENTERDEN TOWN COUNCIL

Town Hall, 24 High Street, Tenterden, Kent. TN30 6AN

Website: www.tenterdentowncouncil.gov.uk

Telephone: 01580 762271



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Facsimile: 01580 765647

TENTERDEN RECREATION GROUND LETTINGS

For the attention of the hirer;

Guidance governing hire of Tenterden Recreation Ground

Page 3

Application form

Page 5

GUIDANCE GOVERNING HIRE OF TENTERDEN RECREATION GROUND

Tenterden Town Council reserves the right in the event of abnormally bad weather to withdraw the permission to use the land or alternatively restrict the movement of vehicles, if such permission is granted. Verification must be received from the Town Council before entering the site to ensure that the ground is in a fit condition for vehicles and equipment. If the decision is that the ground is not fit, then entry to the site is not permitted.

1. The general conditions regarding movement of vehicles are as follows:
 - (a) No permission will be given for any vehicle (except when engaged on official Council business) to enter upon the ground from 1st October to 30th April. Applicants wishing to hold events within these dates must apply in writing to the Council at least two months before the event.
 - (b) Vehicles will be allowed onto the ground only with the permission of the Town Council, and a responsible person must be employed by the hirer to ensure compliance. The Town Council will consider legal action if cars are parked on any area without permission.
 - (c) All vehicles must remain static during the event.
 - (d) Heavy vehicles or plant will be allowed only at the discretion of the Site Manager. Supporting boards must be used for heavy vehicles and equipment.
 - (e) Drip trays must be placed under any vehicles and plant brought onto the grass and no diesel oil or other fuels may be spilled on the grass or other surface. Spillages occurring in spite of this must be cleared up by the hirer or removed immediately, and all damage made good.
 - (f) Under no circumstances may vehicles be parked on (or in any other way obstruct) paths or other hard areas.
2. The organisers must provide their own electricity supply by generator for operation of electrical equipment or make application to **Tenterden Town Council no later than 28 days before the event** to arrange for an electricity supply. **(01580 762271)**
3. The organisers must apply to **Ashford Borough Council no later than 28 days before the event** should they require the provision of waste facilities. **(01233 331111)**
4. The organisers must make any necessary arrangements with **Tenterden Town Council no later than 28 days before the event** if extended opening hours of the public toilets are required. **(01580 762271)**
5. The organisers must accept full responsibility for any accidents or injuries to property or persons arising from use of the land. To this end the organisers must ensure that any display or activity involving risk of injury to members of the public will be suitably cordoned off.
6. The organisers must be adequately covered by insurance. Evidence that insurance has been obtained for Third Party and Public Liability of £5 million for any one accident and is effective for the period of the event should be attached to the application for use of the land.

- 7 The organisers must indemnify the Town Council in respect of any damage caused to Council property (including damage to turf) or to property of third parties and in respect of death or injury caused as a result of, or in any way arising from, the event. The Council will not hold your organisation responsible for death or personal injury arising from the negligence of the Council or its employees.
- 8 The organisers must leave by the time agreed and ensure removal of all erected stalls, tent steels and any debris. All rubbish must be removed from the site, and it must be left in a clean, tidy and sound condition to the Town Council's satisfaction.
- 9 No spikes or pegs are to be driven more than 18 inches vertically into the ground.
- 10 No lime-based line marking materials to be used as this kills the grass.
- 11 Before leaving the site, any damage (including, but not limited to, grass, trees, footpaths, fencing) must be repaired by the hirer, or the costs (including administrative costs) paid to the Council for arranging repairs to be carried out.
- 12 The event must not be advertised by means of flyposting, which is illegal under the Town and Country Planning Act and the Clean Neighbourhoods and Environment Act. Advertising material displayed on the Recreation Ground railings must be limited to two posters, and the Town Clerk's office must be specifically notified.
- 13 No fireworks or special lasers, etc., are permitted on the site without the specified approval of the Town Council.
- 14 Hirers are not permitted to give pets/animals away as prizes.
- 15 Permission from the Town Council for the construction of any temporary structure, e.g. marquee, staging, etc. must be obtained, and such work must be carried out by competent persons. Positioning and orientation of the stage for any live acts must be agreed with the Town Council at least 28 days prior to the event.
- 16 The organisers must contact the Safety Advisory Group at Ashford Borough Council for advice on Health & Safety and Environmental matters. Evidence must be supplied to the Town Clerk's office **at least one month before** the day of the event. In the case of fun fairs and circuses, ADIPS certification and insurance certificates must be provided for each ride on arrival. Rides without the appropriate certificate will not be allowed to operate.
- 17 Noise levels should be restricted to a minimum and shall not at 1 metre from the façade of noise sensitive premises exceed 65dB (A) over a 15-minute period. In the case of music events, the control limits set at the mixer position shall be adequate to ensure that Music Noise Level (MNL) complies with this maximum. Regard should be taken of the fact that the northern part of the Recreation Ground is situated close to residential accommodation and therefore events and any associated sound checks should occur between 9 a.m. and 10 p.m. In the case of live acts only, some "wind down" music will be permitted at a greatly reduced volume until 10.20 p.m. but the acts themselves must finish by 10 p.m.
- 18 Microphones must not be used by Funfair or Circus operators other than for safety announcements, and must not be used to "call on" riders.
- 19 The use of generating equipment after 10pm will be restricted to that required for overnight accommodation on site. Any equipment must not be assembled or dismantled between midnight and 9 a.m. and equipment must not leave the site at any time during the hours of darkness.

The conditions regarding noise will be strictly enforced and failure to comply may prevent the land being used for similar purposes in future.

APPLICATION FORM

Information Security Tenterden Town Council cares to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and relevant policies. We will only keep your data for the purpose it was collected for and only for as long as is necessary. After which time it will be deleted. (Please review our Privacy Notice & Retention Notice online at: www.tenterdentowncouncil.gov.uk for further information.)

Your details.

Full name:	
Address:	
Telephone:	
Mobile:	
Email:	
Organisation: (if applicable)	

Event details.

Date/s of hire:	
Times of hire:	
Do you intend to charge an entrance fee for your event?	<p>Please note that you may not charge members of the public to enter onto the Recreation Ground.</p> <p>Yes No</p>
Please give details of fees charged, including their purpose (e.g. commercial, charity, etc)	
Please give details of any music which will be played at the event (e.g. live, recorded, amplified, etc.)	
Please give details of any vehicles or machinery which will be set up on the land.	

Please give any other relevant information about your event.	

Payment.

Hire of Tenterden Recreation Ground is charged at the following rates. If you are unsure which rate applies to you, please contact the Town Clerk's office and we will be happy to assist you.

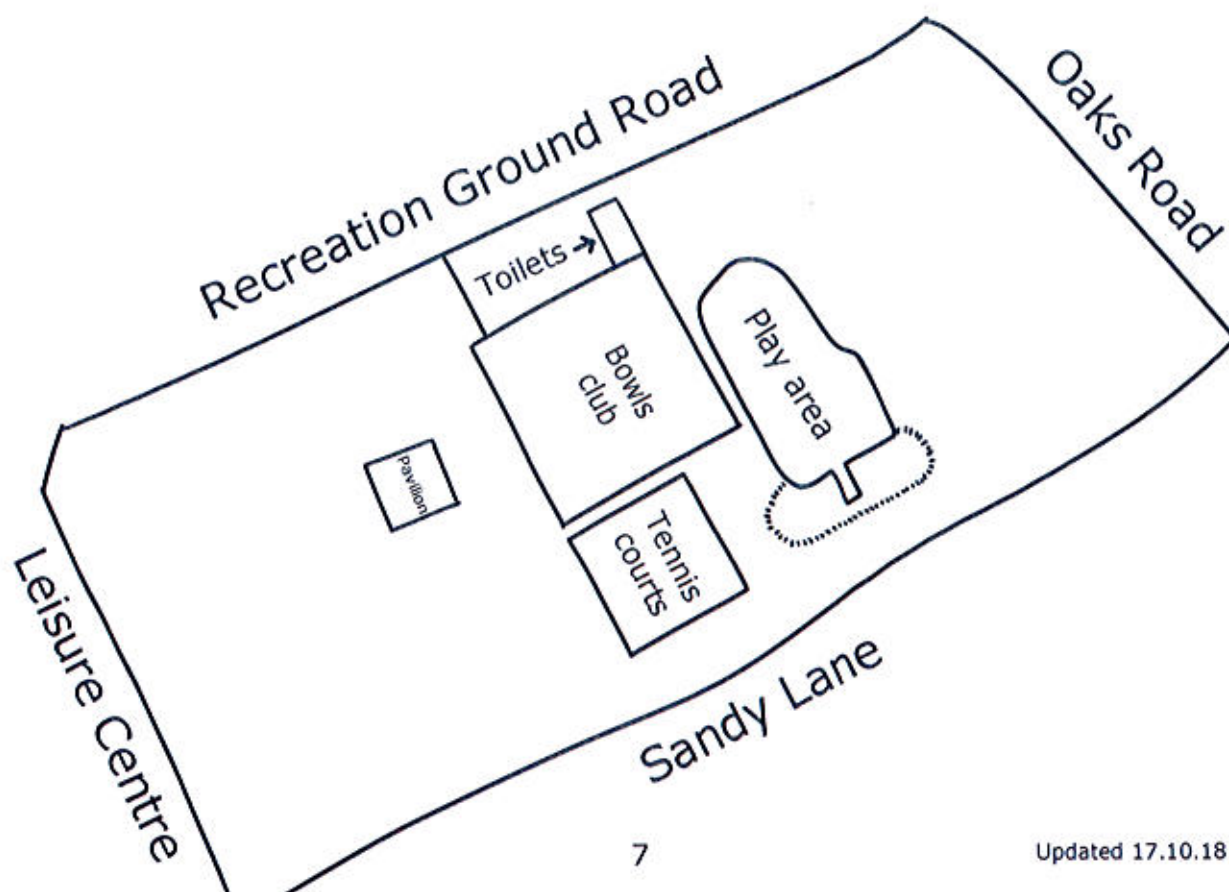
Circuses & Fairs	£250 per day, £500 deposit
Markets	£200 per day, £500 deposit
Locally based charities and not-for-profit organisations	No hire charge; deposit on application
Commercial enterprises	Charge on application, £500 deposit

I _____ enclose a payment of _____,

which includes all deposits, in accordance with the scale of charges as set out above.

Signed: _____ Today's date: _____.

Please provide a sketch of the layout of your event, if applicable.



Internal Committee 9th September 2019

Recreation Ground Skatepark design

Agenda Item 10A

In order to identify the requirements of the young people for the new skatepark, our landscape contractors have arranged for them to meet various skatepark designers.

This is something of a chicken and egg situation in that the design for the skatepark is required to move forward on the recreation ground planning permission, but the tender process for design and build of the skatepark cannot go ahead until the overall scheme is agreed.

During the course of these meetings with the designers, the young people and our landscape architects have been impressed with the design skills and knowledge of Canvas. All services from all skatepark designers so far have been free of charge.

I have attached a fee proposal from Canvas. The document in total is quite bulky so an extract is also attached.

Canvas have requested a fee of £5,400 for the first 3 stages of the design process. Should they be successful in the tender process, this fee will not be charged and will be absorbed in the overall maximum budget of £250,000 for the skatepark. I.e. the fee will only be charged if they carry out the design stages and the tender is awarded to a different contractor.

Proposal: That the fee of £5,400 should be approved dependent on the result of the tender



Phil Burgess
Town Clerk

Impact on Crime and Disorder	: None
Impact on Bio-diversity	: None
Budgetary Impact	: Dependent on tender result- part of overall project fees

Fee Proposal

Synopsis of task

To carry out consultation through design workshops and provide concept designs, leading to design development through to Tender stage. To consult in the workings of the skatepark and to facilitate a design that will meet the requirements of the user group and stakeholders, assuring that it will meet all appropriate statutory requirements, such as RoSPA standards and varied interested parties. To ensure that the design will allow for a facility that will prove to be popular and robust throughout its lifespan.

Scope of works

01	Concept Design <ul style="list-style-type: none"> • Consultation with varied interested parties, including user groups • Production of varied concepts based on client brief; • Designed to appropriate standards; • Production renders and varied plans and sections
02	Design development, including: <ul style="list-style-type: none"> • 4no. design iterations • 2no. design workshops • Public consultation • Ongoing design discussions; • Bill of Quantities • Designed to statutory requirements for skatepark design, including EN 1176 Health & Safety for Skateparks • Design rationale • 3d Model • Online 3d Model for consultation and engagement, including comments recording for informing the design
03	Production of pre-construction information for review and use by various interested parties. Information to include: <ul style="list-style-type: none"> • General Layout • General plan • General Elevations

Fees

Items 01 - 03	£5,400.00
<i>All prices are excluding VAT unless otherwise stated.</i>	

Internal Committee 9th September 2019

Recreation Ground – 3D Imaging

Agenda Item 10B

The recreation ground project has been signed off by the focus group and the landscape architects are preparing for the public exhibition and consultant at the end of this year.

In order to provide proper visualisation of the project rather than 2D plans, our landscape architects Ground Control (GC) have investigated 3D visual companies to provide a professional display.

Their quotations are attached, and GC are satisfied that any of these companies would provide a professional service.

I have attached notes below from GC and the link to each applicant's website should councillors wish to investigate their services further.

Proposal: That Councillors should select their preferred quotation.



Phil Burgess
Town Clerk

Impact on Crime and Disorder	: None
Impact on Bio-diversity	: None
Budgetary Impact	: Fairly low – from project costs

Following our telephone conversation this morning, please find attached 3no Fee Proposals received from the following CGI companies for the 3D Imagery. I have summarised the scope of works and listed their fees below.

Scope of Works :

- Modelling of the Recreation Ground Proposal including Youth Hub, Skate Park, general landscaping, sports courts, children's play area, existing toilet building and Bowls Club.
- Providing 6No. still rendered images from different viewpoints.

Fee Proposals:

- 1.0 Rendered Image Limited - £1,440 +VAT (Including the additional cost of £150 provided within their fee for the On- site photography service. Travel cost to be added)
- 2.0 Archilime Visualisation - £2,970 + VAT .
- 3.0 Visual Eyes Media Ltd. - £3,850 + VAT

Please refer to the attached individual fee proposals for their additional rates and T&C and below links for their portfolios.

<https://www.renderedimage.uk/3d-imaging.html>

<https://archilime.com/our-portfolio/>

<https://www.visual-eyes-media.co.uk/portfolio>

Ref : 0975 PROPOSAL QUOTATION RIL

Date : 15th August 2019

Title : 3D Imagery

Project : Tenterden Recreation Ground

Client : Ground Control Ltd

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1. INTRODUCTION

1.1 Rendered Image Limited

Rendered Image Limited is a 3D computer visualisation studio that specialises in providing broadcast quality imagery in all areas of CGI and architectural/landscape visualisation.

With over 20 years industry experience we offer a service that can fulfil your project requirements incorporating a photorealistic look with an artistic touch and attention to technical detail that will deliver your message in the most engaging way possible.

1.2 Project Objectives

This proposal sets out the scope of work for providing

- 1no. external (perhaps photomontage*) image

for the Tenterden Recreation Ground Project.

1.3 Project Objectives – Our Approach

Here at Rendered Image Limited we believe the key to creating a successful project is understanding the brief from the client and expectations of the audience viewing the graphics. With this in mind we will always make our ideas and intentions clear during the project and open to take on board comments you may have.

Our aim for this exercise is provide 1 fully rendered view

- a) 1no. external image – location to be agreed

*Photomontage – this technique combines the proposed 3d model of the design with a 2D photograph of the site – giving an accurate image of how the proposal will look when built.

2. SCOPE OF WORK

2.1 Information Required

All relevant information will be provided by Ground Control Ltd (the Client) in 3ds max, dwg or jpeg format as appropriate. To complete the task we would need to be provided with the following:

Current 2D Information

- photographs of the site
- dwg version of plans/elevations of the proposal
- details of furniture (if required)
- details of material finishes

Current 3D Information

- NA

2.2 Photography – NA

2.3 Modelling

The information in section 2.1 will be used to create a 3D model of the proposed designs. The final output will provide a version of the models to a standard of detail and accuracy suitable for generating fully rendered views.

2.4 Still Images

The information obtained in sections 2.1-2.3 will be brought together to create fully rendered views.

Our standard imaging process is as follows – at each stage we issue the available imagery for you to review and comment on:

- Draft images for camera location check
- Detailed model check images
- Materials & Lighting
- Final Images

These will be generated as high resolution jpeg format files or similar – 4096 x 3072 resolution.

2.5 Our Sample 3D Graphics

For more samples of our work including animations please visit our website at www.renderedimage.uk

3. SCHEDULE & BUDGET

3.1 Proposed Schedule

We recommend you allow 5 -10 days to complete this type of project.
Start dates to be agreed.

Aug 2019	Aug 2019	Sep 2019	Sep 2019	Sep 2019

3.1 Budget

3D modelling costs are £195 per day all other charges are at £395 per day

	Day	Unit	Unit Cost	Total
CGI Modelling & Animation				
Briefing stage/meetings				0
Storyboard				0
Photography				0
Live Footage				0
3D Modelling & Texturing	2	1	195	390
Imaging – £150 per image		1	150	150
Camera Tracking				0
Animation – 30 seconds				0
Rendering – render farm cost				0
Video Editing /Post Production				0
Voice Over Artist & Recording Studio				0
Music				0
Creative Director				0
Hard drive storage				0
Documentation				0
External Costs – maps, photos etc				0
External consultants – surveyor etc...				0
Total (Ex. VAT)				540.00
VAT @ 20%				108.00
Total (Inc. VAT)				£648.00

Optional Extras :

Additional images generated from the same model will be charged at £150+VAT per image.
Additional animation generated from the same model will be charged at £1500+VAT per minute.

On site photography can also be provided if required cost £150+VAT + travel expenses.

4. CONDITIONS

All information that is to be incorporated must be made available at the start of the project.

Any changes in scope of work will be charged at a day rate of £395 or £50 per hour (for clarity our general modelling costs are £195 per day all other costs are £395 per day)

Payment Terms

- 0% on commissioning of the project.
- 100% within 14 days of completion.

This proposal is subject to Rendered Image Limited contract terms and conditions.

Contract Terms & Conditions

Unless specified otherwise in the Agreement (Proposal/Estimate)

1. **Scope of services.** The Company (Rendered Image Limited) named in the Agreement shall provide to the party named in the Agreement (identified as the client) projects and services within the field of knowledge of the Company the projects, assignments and other related services, as described on the Agreement shall be referred to as the project.
2. **Services not included in the Agreement.** a) The original estimate does not include contingent project costs incurred due to rescheduling, modifying or additional time in completing the project due to matters beyond the Company's control, for which such items shall be billed separately. b) In addition to the original estimate the artist shall submit to the client for payment a statement of all expenses not itemised on the Agreement, which include but not limited to, buy-out expenses, messengers, freight charges and other expenses incurred in connection with the completion of the project as stated in the Agreement. c) The client shall issue a written change of order if it seeks to modify the project as originally conceived and upon which the Agreement is based.
3. **Independent Contractor.** In performing this agreement, the artist is acting as an independent Contractor and not as an employee or agent of the client. The Company agrees that it has not the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of the client or to bind in any way whatsoever except as directed by the client.
4. **Ownership of work product.** Upon the client's full and final payment of all sums owed to the Company and others under the Agreement, all change orders, and for all other materials purchased in connection with the project, the Company shall transfer to the client its right, title and interest in the final output in its final form (ie. Animation's and still images as specified in the Agreement). This excludes the rights to the data coded materials created by the Company for the completion of the project except for the final output (ie. Scene files, object geometry, images maps and the like).
5. **First reproduction rights.** a) The Company agrees to grant to the client full first reproduction rights to the final output as specified in the Agreement. b) Further reproduction rights can be negotiated at the time of future requests.
6. **Copyrights.** a) The Company agrees to grant to and vest in the client title to the finished work product produced or composed in the course of or pursuant to the performance of work under this agreement and any similar previous agreement with the client. b) The Company agrees to grant the client a non-exclusive license to reproduce on analogue or digital format, translate in analogue or digital format, composite in analogue or digital format, publish in analogue or digital format, use and dispose of, and to authorised others to do so, all copyrighted or copyrightable material furnished as a result of work performed under this agreement. Such rights apply to the final product and shall not apply to the images themselves. c) in the event that the Company desires to employ in publication on its behalf, any copyrighted or copyrightable materials which belong to the client under this agreement, the artist shall request permission from the client to employ such materials for promotional purposes.
7. **Adverse interests.** a) The Company agrees that in order that it may assist the client most effectively, it may be necessary and desirable for the client to disclose to it confidential or proprietary information or materials pertaining to the client's affairs and particularly to the project in question. b) The Company agrees that it is not knowingly engaged in and will not during the term of this agreement knowingly engage in the production or other activity with an entity competing with the client on matters to which the agreement pertains. Warranties by the Company a) The Company warrants that it will perform the

services described on the Agreement and on any change order in a conscientious and professional manner in accordance with all applicable industry standards and within the field of knowledge of the artist b) Except as expressly provided in paragraph 8a, THE ARTIST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND PARTICULARLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION IN PARAGRAPH 8A ABOVE DAMAGES FOR BREACH OF WARRANTY, BREACH OF AGREEMENT, OR BREACH OF ANY OTHER OBLIGATION UNDER THE AGREEMENT. THE TERMS OF THE AGREEMENT OR ANY CHANGE ORDER SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT TO THE ARTIST FOR THE SERVICES RENDERED PURSUANT TO THE AGREEMENT AND ANY CHANGE ORDER.

8. Buy-outs. Whenever buy-outs (defined as purchases made by the Company from outside vendors to complete the project on the client's behalf) are included in a project and billed to the client as a cost plus percentage of mark-ups basis or a cost plus commission basis, the Company will make available to the client, upon its request, copies of all invoices from the respective vendors, verifying the accuracy of all mark-ups or commissions.

9. Compensation a) In full and complete consideration of the performance of the work provided to the client by the Company, the client shall pay a fee, as described on the Agreement, or change order, for work done using the Company's facilities. This fee is estimated on a project by project basis. The client further agrees to pay reasonable expenses, ie. Travel at request of the client, associated meals, lodging and other miscellaneous costs required to satisfactorily complete the project as described on the Agreement and change order b) The client shall pay all other invoices relating to the agreement whether from the Company or other approved vendor. In the event of default by the client, any vendor may use legal means to recover sums owed it by the client directly. All invoices not paid when due shall incur a service charge at the rate of 5% per month until paid c) In the event of alterations to the schedule based on change orders by the client, a revised fee shall be submitted for the client's approval.

10. Cancellation of project a) Either party may terminate the work specified by the Agreement or any change order by serving written notice on the other of its election to terminate, by registered or certified mail, effective upon receipt. Termination shall apply only to further work or services to be rendered after receipt of notice of termination. If the client has not yet paid all outstanding invoices and deposits as stated in the Agreement for the product or services placed by the Company, the Company shall have the right to terminate all work in progress and be paid for the work rendered up to date of termination. If the client terminates the project without good cause, the artist shall be entitled to recover all profits, mark-ups, and commissions that would have earned in completing the project in addition to any other damages recoverable by law. The client shall be deemed to have good cause to terminate the project only if the artist materially breaches its obligation under this agreement b) If because of the scope of the project, the Company employs additional personnel on a full time or part-time basis to serve the client's account and the client terminates the project, the client shall pay, in addition to all amounts due under paragraph 11a above, a cancellation fee to offset the added overhead and administrative expense and burden incurred by the Company to serve the client's account. The cancellation fee shall be due and payable within 10 days after receipt of the itemisation of the fees due to the Company and employees of the Company.

11. Partial Invalidation. If any provision of this agreement shall be found to be illegal or unenforceable, it shall be severed from this agreement and shall not affect the validity of the remaining portions and provisions of this agreement.

12. Assignments. The Company shall not transfer or assign any or all of the work and services or any claims which may arise under this agreement without written consent of the client.

13. Indemnification. The client shall indemnify the Company, its agents, representatives, independent Contractors, and all other associated with the completion of the project, against all damages, and expenses (including solicitor fees), judgements, interest and penalties incurred because of 1) any breach of warranty or misrepresentation by the client to the Company or 2) The non-payment of any amount owed by the client to any vendor or 3) the breach of the client of any other duty or obligation, express or implied, under the Agreement or any change order.

14. Arbitration. In the event of breach, default or dispute between parties in connection with this agreement, either party shall have the right to elect to arbitrate the breach, default or dispute.

15. Successors. This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, administrators, executors, representatives, successors and assigns.

16. Complete agreement. This agreement contains the full and complete understanding of the parties pertaining to the subject matter of the Agreement and supersedes all prior understandings, agreements, representations, and discussions whether written or oral. Except as provided paragraph 2 above, all modifications of this agreement must be in writing, signed by both parties.

Project brief

Redevelopment of the Tenterden Recreation Ground is to create a multifunctional public park incorporating a new children play area, youth hub, tennis/netball courts, MUGA and open green space. The existing toilet buildings, car park and bowls club will be retained. 6x Exterior CGI's are requested at locations that are to be decided once project is running. To enable us to provide the highest quality set of images we can, we shall be using a full set of CAD drawings from the Architect with Photos and a supporting landscape plan.

Allocation and Delivery

On the basis that all CAD information and precedent images and finishes were supplied, we would require a 1 week lead-in time with a 2 week turn-around period depending on feedback.

Modelling time (Mandatory) - 4 days - £1,200.00

6x Interior CGI - £2,100.00 - £350.00 Ea.

Sub Total - £3,300.00

10% Loyalty Discount - £330.00

Project total- £2,970.00

20% VAT - £594.00

Total Amount - £3,564.00

Average CGI Cost - £495.00

Time logs and request sheets will be used to monitor this to enable us to do everything we can to stick to our agreed times. This turn around time given is our maximum time duration we believe this project to take and will most likely be sooner. We shall require a 50% deposit on commencement and the final 50% on handover before any final file types are issued out. Please note that you will always get final drafts through for your final approval before any invoice is issued out to you.

Outcome

You will end up with 6x still images rendered out to high quality 5000xres files. These files will consist of JPEG, PNG and PDF. If higher quality files are required, we can issue out TIFS but if a different resolution is required please let us know before we start. We will ensure all files are compatible with all types of output and assist where possible with online support.

**Ground Control
Computer Generated Imagery.
Tenterden Recreation Ground.
16 August 2019**

Outline Brief	Page 02
Programme of works & cost	Page 02
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Terms and Conditions	Page 05
Examples	Page 06-07

Brief:

Production of 6no. computer generated image from various locations around the site. Cost have been produced for the modelling of the whole site allowing for cameras to be positioned anywhere within the site. If angles can be defined it maybe areas that are not seen would not require modelling and therefore reduce cost.

It has been assumed that a model of the skate park will be provided. 3D models of the children's play equipment will not be provided and may need to be modelled as generic equipment pieces if details cannot be sourced.

Scope of works:

Modelling of Building high-resolution computer model of the whole recreation ground including existing and proposed building structures.
Lighting rig set-up and camera placement for 6no views.
Render and post-production of 6no. CGI's.

Programme of Works & Cost:

The following programme of works has been based upon a complete drawings issue at the beginning of the programme and requires that comments be made as soon as possible post interim submissions.

All times are based on available information; Visual Eyes Media reserve the right to bring these dates forward to aid the efficiency of the programme.

Services Provided	Days	Cost
Modelling		
Youth Club	0.75	£210.00
Skate park	0.5	£140.00
Play areas	3	£840.00
General Landscaping	2.5	£700.00
Existing Structures	1	£280.00
Lighting / Camera positioning		
6no. Views	3	£840.00
Render and post production		
6no. Views	3	£840.00
Total	13.75	£3,850.00

**All costs exclude VAT*

Delivery:

6no x High resolution computer generated images 14 working days after project commencement to be delivered in digital format via FTP.

If you would like to commission Visual Eyes Media to produce the works as previously outlined, please complete the attached confirmation of appointment form and return at your earliest convenience.

For your information I have also attached examples of recent CGI's we have produced that are similar to the styles we would utilise in this project. Further examples may be found on our web site (www.visual-eyes-media.co.uk).

I hope that you find this information useful but should you have any further questions please do not hesitate in getting in contact.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'A. Lester'.

Anthony Lester
Director
Visual Eyes Media Ltd

Client: Ground Control
Project: Tenterden Recreational Ground
Date: 16 August 2019
Contact: Rahsan Arber

CONFIRMATION OF APPOINTMENT FORM

If you would like to commission the work as outlined in this proposal dated 16 August 2019 then please complete the following. I have read and agree to the Visual Eyes Media Terms and Conditions.

Signed (Project Director)

Name in BLOCK CAPITALS

Date:

Invoice Submission Details:

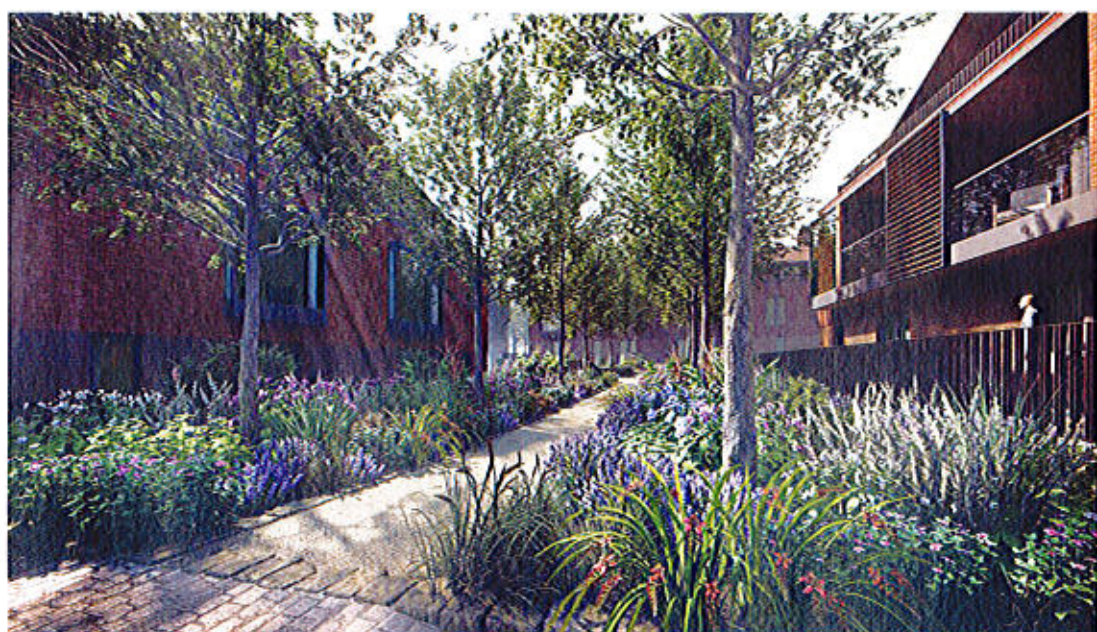
Please return this form via email when completed, works cannot be started before receipt of confirmation.

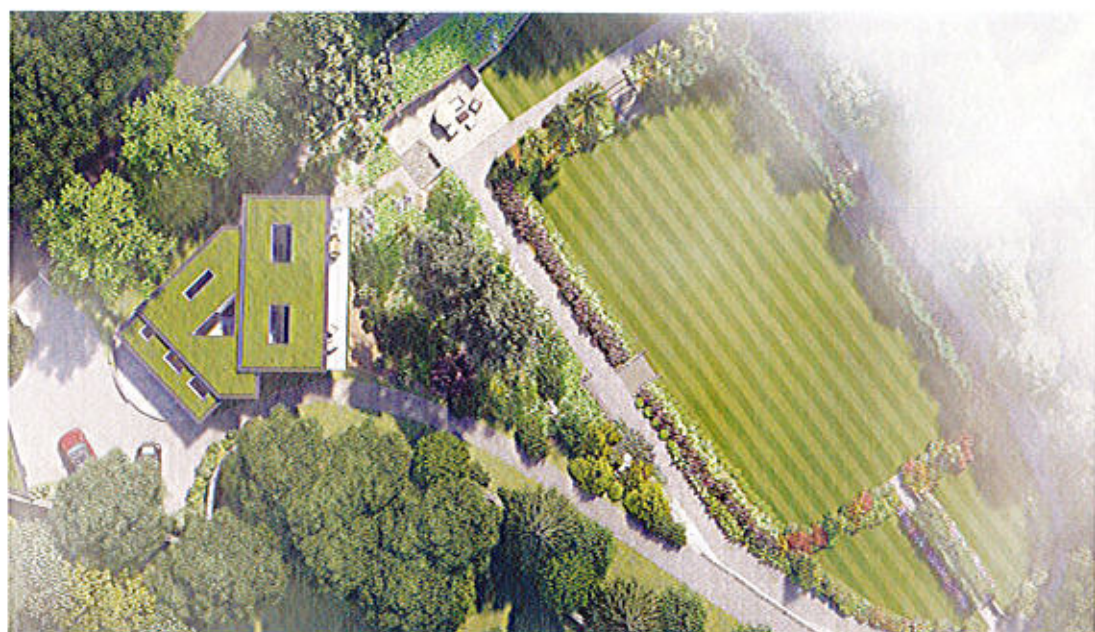
Many Thanks

Anthony Lester
Director
Visual Eyes Media

Visual Eyes Media Standard Terms & Conditions

- Standard Terms & Conditions of all media produced by Visual Eyes Media.
- "Media" refers to images, video, animation, interactive CD-ROMS, DVD's or any other material produced by Visual Eyes Media.
- Visual Eyes Media costs exclude expenses such as photography, prints, transparencies and supply of 3D model to client, unless otherwise stated in any accompanying proposal letter.
- The costs indicated in all proposals assume that at the time of starting the commission, that the design is complete for visualisation to commence, and that the design will not change during the time taken to produce the desired "media". Any design changes will be charged at an hourly rate unless stated otherwise within written correspondence.
- Our standard agreement is that if media produced by Visual Eyes Media is used by the client and released to others (Marketing companies, press, publishers etc.) that we ask the client that an appropriate credit e.g. www.visual-eyes-media.co.uk appears beside any of the media produced by us. Should the media be used without a credit, Visual Eyes Media reserves the right to charge a licensing fee.
- It is understood between Visual Eyes Media and the client that all commissioned work produced for the purpose to show, explain, sell, persuade and generally promote their proposed building or product in a range of situations i.e. print, TV, editorial use, free brochure, site hoarding or in a marketing suite. The copyright of all media supplied to you and of the 3D model is retained by Visual Eyes Media and your commission allows you to use the media for all the above purposes as they are of a non-commercial nature, but you may not sell the media or license to a third party or use the media for merchandising without first agreeing terms with Visual Eyes Media separately.
- The client understands that the images are not "view verification" images, but artists' impressions. The positioning, materials and scale of the building in any photomontage will be as directed by the architect and/or client, unless otherwise stated in any written documentation.
- The client understands that we are able to reproduce commissioned media wherever we see fit to enable the self promotion of Visual Eyes Media.
- Our cost includes supplying the media digitally on agreed format (CDROM, DVD etc.). This will be your "original artwork" Replacement copies of any format will be chargeable, unless otherwise agreed.
- Once VEM has received written confirmation of appointment it is understood that the project is then 'live'. Should the project then be terminated by the client at any stage prior to the completion of the full scope of works as outlined in the quotation, VEM reserve the right to invoice for the full amount of the quoted figure.
- Client responses to interim submissions should be made within seven days (excluding Bank Holidays). If responses are not received within this period VEM reserve the right to assume that the client is happy with the interim submission or completed works and will submit our invoice accordingly.
- All payments to be received no later than 28 days after invoice date.
- The client agrees that any costs incurred through the use of third parties for the retrieval of any overdue payments will be passed directly to the client
- Visual Eyes Media Ltd. maintains the copyright to all media produced until all fees owed for the production of said media have been paid in full at which point the client is licensed to use the produced media as per the terms above unless otherwise stated in any written documentation.





Internal Committee 9th September 2019
Recreation Ground – Bowls Clubhouse
Agenda Item 10C

At the External Committee in August it was proposed that our landscape architects should be approached to consider linking the Bowls Clubhouse with the Youth Hub in order to make use of the building should the bowls club fold. I have referred this to the Internal committee as that committee oversees the recreation ground project.

I have contacted our landscape architects in this respect and the proposal would require a major re-design of phase 1 of the recreation ground project. They put forward most of the points on the list below.

Focus group meetings have now ceased since the group signed off the latest design last month and gave its approval to the project with only minor changes to the Tennis court positioning and the removal of the mound by the Leisure Centre.

Once the skatepark designs are finalised, a fully costed plan will be prepared for the exhibition later this year.

Reasons for *not* attaching the Bowls Clubhouse to the Youth hub are as follows:

1. The bowls Club want a detachment from the Youth Hub and skatepark.
2. The young people want a detachment from the Bowls Club
3. In order to attach the Bowls Clubhouse to the Youth hub, the latter building would need to be moved from its present position which takes advantage of services in situ, thus raising prices.
4. At least 2 Historic trees would need to be taken down
5. The skatepark and youth hub are inextricably linked. The youth leaders wanted a good view of the skatepark from the hub. The skatepark would therefore also have to be moved.
6. The building would block the proposed main walkway/exercise path running east-west across the park.
7. All the sightlines and relative positions of facilities would change
8. The Focus group would have to be recalled after they had signed off the design
9. Additional costs would be incurred for landscape architect, buildings architect and quantity surveyor.
10. The initial brief from the public was that the open feel of the recreation ground should be maintained and extended if possible. The blocking off of the area between the youth hub and Bowls Club would be contrary to this.
11. The terms of the Bowls Club lease require us to provide equivalent or better facilities
12. A further delay to the long-overdue recreation ground project (the top-rated project in the public consultation) would be unacceptable.
13. If the bowls club secure funding from ABC and KCC, the cost difference (particularly taking into account added consultancy fees for the main project for the redesign) would be minimal.
14. Ground Control have confirmed that the building could be accommodated in the position proposed by the Bowls club with the extension not impacting on the proposed play area of phase 2.

It is worth noting that the membership of the bowls club is now on the rise and that is expected to continue. This greatly reduces the chances of the clubhouse being left empty.

The current pavilion is now well-used and the classes and activities there built up over a relatively short period of time. The clubhouse will have all the facilities currently available at the pavilion. We will of course lose the pavilion when the Youth Hub is constructed.

If the need arises another lettable space on the recreation ground would be easily filled, provided the access to the building is flexible.

Proposal: That the Bowls Club request should be treated separately from the recreation ground project.



Phil Burgess
Town Clerk

Impact on Crime and Disorder	: None
Impact on Bio-diversity	: None
Budgetary Impact	: Minimal

Tenterden Recreation Ground Landscape Masterplan

