

## **PART 4 – CODES AND PROTOCOLS**

### **6. Member Code of Conduct**

#### **Introduction**

- 6.1. Cheshire West & Chester Borough Council has adopted this Member Code of Conduct to promote and maintain high standards of conduct and underpin public confidence in the authority and its members and co-opted members.
- 6.2. The Code has been adopted under section 27 of the Localism Act 2011 and is based on the following core principles of public life - selflessness, integrity, objectivity, accountability, openness, honesty and leadership. It sets out general obligations about the standards of conduct expected of members and co-opted members of the authority, together with provisions about registering and declaring interests.
- 6.3. The role of councillor across all tiers of local government is a vital part of our country's system of democracy. It is important that as councillors we can be held accountable and all adopt the behaviours and responsibilities associated with the role. Our conduct as an individual councillor affects the reputation of all councillors. We want the role of councillor to be one that people aspire to. We also want individuals from a range of backgrounds and circumstances to be putting themselves forward to become councillors.
- 6.4. As councillors, we represent local residents, work to develop better services and deliver local change. The public have high expectations of us and entrust us to represent our local area, taking decisions fairly, openly, and transparently. We have both an individual and collective responsibility to meet these expectations by maintaining high standards and demonstrating good conduct, and by challenging behaviour which falls below expectations.
- 6.5. Importantly, we should be able to undertake our role as a councillor without being intimidated, abused, bullied, or threatened by anyone, including the general public.
- 6.6. This Code has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.

#### **Definitions**

- 6.7. For the purposes of this Code of Conduct, a 'councillor' means a member or co-opted member of a local authority or a directly elected mayor. A 'co-opted member' is defined in section 27(4) of the Localism Act 2011 as "a person who is not a member of the authority but who:
  - a) is a member of any committee or sub-committee of the authority, or;
  - b) is a member of, and represents the authority on, any joint committee or joint sub-committee of the authority;

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

#### **Purpose of the Code of Conduct**

6.8. The purpose of this Code of Conduct is to assist you, as a councillor, in modelling the behaviour that is expected of you, to provide a personal check and balance, and to set out the type of conduct that could lead to action being taken against you. It is also to protect you, the public, fellow councillors, local authority officers and the reputation of local government. It sets out general principles of conduct expected of all councillors and your specific obligations in relation to standards of conduct. The LGA encourages the use of support, training and mediation prior to action being taken using the Code. The fundamental aim of the Code is to create and maintain public confidence in the role of councillor and local government.

### **General principles of councillor conduct**

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

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

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

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

6.12. In undertaking my role:

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

### **Application of the Code of Conduct**

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

6.14. This Code of Conduct applies to you when you are acting in your capacity as a councillor, which may include when:

- you misuse your position as a councillor

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

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

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

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

6.17. The Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from the Monitoring Officer on any matters that may relate to the Code of Conduct. Town and parish councillors are encouraged to seek advice from their Clerk, who may refer matters to the Monitoring Officer.

### **Standards of councillor conduct**

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

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

### **General Conduct**

#### **1. Respect**

As a councillor:

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

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

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

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

In return, you have a right to expect respectful behaviour from the public. If members of the public are being abusive, intimidatory or threatening you are entitled to stop any conversation or interaction in person or online and report them to the local authority, the relevant social media provider or the police. This also applies to fellow councillors, where action could then be taken under the Member Code of Conduct, and local authority employees, where concerns should be raised in line with the local authority's Member-Officer Protocol.

## **2. Bullying, harassment and discrimination**

As a councillor:

**2.1 I do not bully any person.**

**2.2 I do not harass any person.**

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

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

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

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

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

## **3. Impartiality of officers of the council**

As a councillor:

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

Officers work for the local authority as a whole and must be politically neutral (unless they are political assistants). They should not be coerced or persuaded to act in a way that



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

#### **4. Confidentiality and access to information**

As a councillor:

##### **4.1 I do not disclose information:**

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

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

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

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

#### **5. Disrepute**

As a councillor:

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

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

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

## **6. Use of position**

As a councillor:

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

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

## **7. Use of local authority resources and facilities**

As a councillor:

### **7.1 I do not misuse council resources.**

### **7.2 I will, when using the resources of the local authority or authorising their use by**

**others:**

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

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

- office support
- stationery
- equipment such as phones, and computers
- transport
- access and use of local authority buildings and rooms.

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

## **8. Complying with the Code of Conduct**

As a Councillor:

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

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

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

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

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

## **Protecting your reputation and the reputation of the local authority**

## **9. Interests**

As a councillor:

**9.1 I register and disclose my interests.**

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

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

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

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

## **10. Gifts and hospitality**

As a councillor:

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

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

## **Appendix A – The Seven Principles of Public Life**

The principles are:

### **Selflessness**

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

### **Integrity**

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

### **Objectivity**

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

### **Accountability**

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

## Openness

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

## Honesty

Holders of public office should be truthful.

## Leadership

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

## Appendix B - Registering interests

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

You should also register details of your other personal interests which fall within the categories set out in **Table 2 (Other Registerable Interests)**.

You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest, or of any change to a registered interest, notify the Monitoring Officer.

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

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

**"Sensitive interests"** are interests which, if disclosed, could lead to the member, or a person connected with the member, being subject to violence or intimidation.

Where a member considers that disclosure of the details of a registrable interest could lead to them, or a person connected with them, being subject to violence or intimidation, and the Monitoring Officer agrees, copies of the register that are made available for inspection and any published version of the register will exclude details of the interest, but may state that the member has an interest, the details of which are withheld.

It may include a member's sensitive employment (such as certain scientific research or the Special Forces) or other interests that are likely to create serious risk of violence or intimidation against them or someone who lives with them. The member should provide this information to the Monitoring Officer and explain their concerns regarding the disclosure of the sensitive information; including why it is likely to create a serious risk that they or a person who lives with them will be subjected to violence or intimidation.

If the Monitoring Officer agrees, then the member does not need to include this information in their register of interests, but they need to disclose at meetings the fact that they have an interest in the matter concerned.

### **Non-participation in case of disclosable pecuniary interest**

1. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in **Table 1**, you must disclose the interest, not participate in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.

### **Individual Member Decision Making**

2. Where you have a disclosable pecuniary interest on a matter to be considered or is being considered by you as a Cabinet member in exercise of your executive function, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it.

### **Disclosure of Other Registerable Interests**

3. Where a matter arises at a meeting which **directly relates** to the financial interest or wellbeing of one of your Other Registerable Interests (as set out in Table 2), you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

### **Disclosure of Non-Registerable Interests**

4. Where a matter arises at a meeting which **directly relates** to your financial interest or well-being (and is not a Disclosable Pecuniary Interest set out in Table 1) or a financial interest or well-being of a relative or close associate, you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.
5. Where a matter arises at a meeting which **affects**:
  - a. your own financial interest or well-being;
  - b. a financial interest or well-being of a relative or close associate; or
  - c. a financial interest or wellbeing of a body included under Other Registrable Interests asset out in **Table 2**

you must disclose the interest. In order to determine whether you can remain in the meeting after disclosing your interest, the following test should be applied.



6. Where a matter (referred to in paragraph 5 above) **affects** the financial interest or well-being:

- a. to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and;
- b. a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest

then you may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

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

### Individual Member Decision Making

7. Where you have an Other Registerable Interest or Non-Registerable Interest on a matter to be considered or is being considered by you as a Cabinet member in exercise of your executive function, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it.

### Table 1: Disclosable Pecuniary Interests

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

Subject	Description
<b>Employment, office, trade, profession or vocation</b>	Any employment, office, trade, profession or vocation carried on for profit or gain.
<b>Sponsorship</b>	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred by them in carrying out their duties as a councillor, or towards their election expenses.  This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
<b>Contracts</b>	Any contract made between the councillor or their spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director <sup>1</sup> or a body that such person has a beneficial interest in the securities <sup>2</sup> of) and the council:

\* <sup>1</sup> 'director' includes a member of the committee of management of an industrial and provident society.

<sup>2</sup> 'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme

	<p>(a) under which goods or services are to be provided or works are to be executed; and</p> <p>(b) which has not been fully discharged.</p>
<b>Land and Property</b>	<p>Any beneficial interest in land which is within the area of the council.</p> <p>'Land' excludes an easement, servitude, interest or right in or over land which does not give the councillor or their spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (alone or jointly with another) a right to occupy or to receive income.</p>
<b>Licenses</b>	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer
<b>Corporate tenancies</b>	<p>Any tenancy where (to the councillor's knowledge):</p> <p>(a) the landlord is the council; and</p> <p>(b) the tenant is a body that the councillor, or their spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners is a partner of or a director of or has a beneficial interest in the securities of.</p>
<b>Securities</b>	<p>Any beneficial interest in securities of a body where:</p> <p>(a) that body (to the councillor's knowledge) has a place of business or land in the area of the council; and</p> <p>(b) either:</p> <p>(i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the councillor, or their spouse or</p> <p>(iii) civil partner or the person with whom the councillor is living as if they were spouses/civil partners have a beneficial interest exceeds one hundredth of the total issued share capital of that class.</p>

**Table 2: Other Registrable Interests**

You must register as an Other Registrable Interest

- a) any unpaid directorships
- b) any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority
- c) any body

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within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

- (i) exercising functions of a public nature
- (ii) directed to charitable purposes or
- (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union)

of which you are a member or in a position of general control or management

## Appendix C – The Committee on Standards in Public Life

The LGA has undertaken this review whilst the Government continues to consider the recommendations made by the Committee on Standards in Public Life in their report on [Local Government Ethical Standards](#). If the Government chooses to implement any of the recommendations, this could require a change to this Code.

The recommendations cover:

- Recommendations for changes to the Localism Act 2011 to clarify in law when the Code of Conduct applies
- The introduction of sanctions
- An appeals process through the Local Government Ombudsman
- Changes to the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012
- Updates to the Local Government Transparency Code
- Changes to the role and responsibilities of the Independent Person
- That the criminal offences in the Localism Act 2011 relating to Disclosable Pecuniary Interests should be abolished

The Local Government Ethical Standards report also includes Best Practice recommendations. These are:

**Best practice 1:** Local authorities should include prohibitions on bullying and harassment in codes of conduct. These should include a definition of bullying and harassment, supplemented with a list of examples of the sort of behaviour covered by such a definition.

**Best practice 2:** Councils should include provisions in their code of conduct requiring councillors to comply with any formal standards investigation and prohibiting trivial or malicious allegations by councillors.

**Best practice 3:** Principal authorities should review their code of conduct each year and regularly seek, where possible, the views of the public, community organisations and neighbouring authorities.

**Best practice 4:** An authority's code should be readily accessible to both councillors and the public, in a prominent position on a council's website and available in council premises.

**Best practice 5:** Local authorities should update their gifts and hospitality register at least once per quarter, and publish it in an accessible format, such as CSV.

**Best practice 6:** Councils should publish a clear and straightforward public interest test against which allegations are filtered.

**Best practice 7:** Local authorities should have access to at least two Independent Persons.

**Best practice 8:** An Independent Person should be consulted as to whether to undertake a formal investigation on an allegation, and should be given the option to review and comment on allegations which the responsible officer is minded to dismiss as being without merit, vexatious, or trivial.

**Best practice 9:** Where a local authority makes a decision on an allegation of misconduct following a formal investigation, a decision notice should be published as soon as possible on its website, including a brief statement of facts, the provisions of the code engaged by the allegations, the view of the Independent Person, the reasoning of the decision-maker, and any sanction applied.

**Best practice 10:** A local authority should have straightforward and accessible guidance on its website on how to make a complaint under the code of conduct, the process for handling complaints, and estimated timescales for investigations and outcomes.

**Best practice 11:** Formal standards complaints about the conduct of a parish councillor towards a clerk should be made by the chair or by the parish council, rather than the clerk in all but exceptional circumstances.

**Best practice 12:** Monitoring Officers' roles should include providing advice, support and management of investigations and adjudications on alleged breaches to parish councils within the remit of the principal authority. They should be provided with adequate training, corporate support and resources to undertake this work.

**Best practice 13:** A local authority should have procedures in place to address any conflicts of interest when undertaking a standards investigation. Possible steps should include asking the Monitoring Officer from a different authority to undertake the investigation.

**Best practice 14:** Councils should report on separate bodies they have set up or which they own as part of their annual governance statement and give a full picture of their relationship with those bodies. Separate bodies created by local authorities should abide by the Nolan principle of openness and publish their board agendas and minutes and annual reports in an accessible place.

**Best practice 15:** Senior officers should meet regularly with political group leaders or group whips to discuss standards issues.

***The LGA has committed to reviewing the Code on an annual basis to ensure it is still fit for purpose.***

PRESENT: Cllrs.Canham (Chair), Hardman, Highcock, Leith,  
Lockhart, O'Reilly (left 7.34pm), Spencer and Williams.

In attendance: Lara Jacob (Parish Clerk); PCSO Neil Flanagan  
(arrived 7.19 pm; left 7.29 pm); one representative from Elton  
Allotments (left 7.54pm); no members of the public.

**23.241. Apologies**

Apologies were received and accepted from Cllrs. Heatley and Serna.

**23.242. Declarations of Interest**

No declarations of interest were made.

**23.243. Items for discussion in closed session**

No items were requested to be held in closed session.

**23.244. Public Participation**

244.1 PCSO Report

[This item was taken after Item 4.4]

PCSO Flannigan attended the meeting and presented the monthly report. There had been a report of fuel stolen from a lorry and anti-social behaviour involving young people at the hotel, both at Hapsford Services. The TruCam had been deployed on Ash Road and the Smiley SID on Old Hall Lane. In addition, PCSO Flannigan and Cllr. Lockhart had attended the travellers site on Old Hall Lane on 3 April to discuss ongoing traffic issues and a meeting was to take place with GTLO PC Thompson to discuss this and further issues. Surgeries were scheduled at the Community Centre Café on Saturday 23 April and Saturday 4 May 2024.

244.2 Members of the Public

No members of the public were present.

244.3 CWaC Ward Councillors Report

CWaC councillors had given apologies for non-attendance.

244.4 Elton Allotments

The Allotment Association offered to provide planting and subsequent watering to the planters through the village for a donation of £35 per planter. The association was also seeking hedging plants to plant up gaps in their perimeter hedging.

[PCSO Flannigan arrived and Item 4.1 was taken]

**23.245. Minutes**

The minutes of the meeting held on 11 March 2024 were agreed as a true record and signed by the Chair.

**23.246. Matters to note or resolve from other meetings**

246.1 Community Outside Spaces Working Group

The group had not met.

246.2 Jubilee Field Committee

246.2.1 The meeting held on Monday 18 March 2024 had been inquorate.  
246.2.2 The inclement weather had slowed down progress, but it was hoped that the Community Payback team and additional groups would be available to spread topsoil to even out the ruts in the field. Nine apple trees have been planted.  
[Cllr. O'Reilly left the meeting]

## **23.247. Reports**

### **247.1 Chair**

There was nothing to report.

### **247.2 Councillors**

247.2.1 Cllr Lockhart reported that the main issues being raised were concerns over the shopping area car park surface, with plans in the near future to address the issues. The longer grass and proliferation of weeds were also raised, with a view that the village was looking untidy.

Cllr. Lockhart reported that one of the dog parks was now open with the other closed, due to the continuing wet weather conditions.

### **247.2.2 Other Councillors Reports**

Cllr. Hardman highlighted the cost to councils of disposable vape plastic waste.

## **23.248. Planning**

### **248.1 Applications received for comment:**

(Details of the applications were circulated on receipt)

**24/00522/FUL** 22 Ferndale Avenue Elton Chester CH2 4PL

Proposal Single story side and rear extensions

No comment.

Application received after the issue of the agenda:

**24/00777/FUL** Protos Resource Recovery Park Marsh Lane Chester Ince

Proposal Construction of a new Carbon Dioxide Spur Pipeline and Above Ground Installation (AGI) to serve Protos Resource Recovery Park and ancillary development

No comment.

248.2 Applications decided by Cheshire West and Chester Council: were noted as follows:

**23/03767/FUL** Glebe House Ince Lane Elton Chester CH2 4LU

Proposal Proposed two storey rear extension; demolishing of conservatory, replaced with ground floor office and first floor bedroom.

Decision Refusal

Reasons given:

By virtue of position and height, the resulting development would have a significantly adverse effect on the amenities of the neighbouring dwelling. As such, the proposal would be contrary to Policy DM 2 and Policy DM 21 of the Cheshire West and Chester Local Plan and would not be consistent with the guidance contained in the Supplementary Planning Document: House Extensions and Domestic Outbuildings. 2. By virtue of the height and design, the resulting development would not be subordinate to the original dwelling, would fail to respect the character of the dwelling and would be detrimental to the visual amenity of the streetscene. As such, the proposal would be



contrary to Policy DM 21 of the Cheshire West and Chester Local Plan and would not be consistent with the guidance contained in the Supplementary Planning Document: House Extensions and Domestic Outbuildings.

**23.249. Finance**

249.1 It was noted that there had been no receipts.

249.2 Payments of £11, 323.60 (details appended below) made since the last meeting were noted.

249.3 **Resolved** that the payments appended below be made following the meeting. In addition, it was agreed that the invoice received by Clays for work completed in March (£747.54) would be paid.

249.4 The following was noted:

Bank Reconciliation:	Opening Balance	22/02/24	17,708.99
	Add: Income		3,811.11
	Less: Expenditure		<u>11,323.60</u>
	Closing Balance	25/03/24	10,196.50

Cllr. Spencer who is not a signatory to the bank account verified these figures by signature on the statements presented.

**23.250. Parish Council Land and Assets**

250.1 The new cctv cameras had been collected and arrangements will be made for their installation after the Easter holiday period.

250.2 The annual inspection of play areas had been tentatively booked for 18 April 2024, with firm confirmation awaited from Morrell Play Services. Meanwhile, Cllr. Hardman had carried out an inspection of the parish play area and submitted a report. This highlighted the need to carry out some cleaning and painting on several pieces of equipment and seating.

250.3 The equipment ideas for Sorbus Close, prepared by Sovereign Play had not been received.

**23.251. Events**

Cllr. O'Reilly had left the meeting and therefore there was no update from the D-Day Commemoration Working Group.

**23.252. Grants**

A grant request of £5,000 to help fund roofing repairs, received from Elton Community Centre was discussed.

**Resolved** to award the grant of £5,000, but only to release the monies when the additional funding had been secured.

**23.253. Future Agenda Items**

A request to include a report from the Patient Participation Group by Cllr. Lockhart was agreed.

**23.254. Date and Time of next meeting**

Monday 13 May 2024 at 7pm

## Payment Schedule

	Payee	Goods or Service provided	Paid	Net	VAT	Gross
<b>Item 9.2</b>	<b>PAID MARCH 2024</b>					
	A Eardly - BACS	Instal of parish field fencing	15 March	1150.00	0.00	1150.00
	Staff Salaries - BACS	March 2024	15 March	1376.38	0.00	1376.38
	Peninsula - DD	HR Support Monthly Charge	22 March	122.73	23.18	145.91
	Hiscox - BACS	Annual Insurance Renewal	15 March	1524.41	0.00	1524.41
	Northwich Town Council - BACS	Repairs to parish field play area	15 March	5870.00	1174.00	7044.00
	Elton Community Centre - BACS	Refreshments for Community Payback Team	15 March	82.90	0.00	82.90
		<b>Total</b>		<b>£10,126.42</b>	<b>£1,197.18</b>	<b>£11,323.60</b>
<b>Item 9.3</b>	<b>FUTURE PAYMENTS</b>					
	Unity Trust - DD	Quarterly Charges	31 March	18.00	0.00	18.00
	Staff Salaries	April 2024	12 April	TBA	0.00	TBA
	Peninsula	HR Support Monthly Charge	22 April	122.73	23.18	145.91
	SLCC Membership	Clerk's annual membership	12 April	85.75	0.00	85.75
	Npower	Previous unpaid balance	12 April	27.82	0.00	27.82
	Clays Gardening Services	March Monthly Maintenance	12 April	747.54	0.00	747.54

PRESENT: Cllrs Canham, Lockhart, O'Reilly and Williams.  
In attendance: Lara Jacob (Parish Clerk)

The meeting started at 6.17pm  
Election of Chair – Cllr. O'Reilly was nominated and elected as Chair of the meeting.

### **S23.1 Apologies**

All members were present.

### **S23.2 Declarations of Interest**

No declaration of interest were made.

### **S23.3 Items for discussion in closed session**

**Resolved** that, as discussion would take place about individuals, their salaries and conditions of employment, Items 5, and 6 would be discussed with the exclusion of the press and public.

### **S23.4 Public Participation**

No members of the public were present.

### **S23.5 Contracts of Employment**

[This item was discussed with the exclusion of the press and public]

The new NALC Model Employment Contract was discussed.

It was agreed that employees would be asked if they had copies of their contracts and be consulted prior to any recommendations being made.

### **S23.6 Staff Payments**

[This item was discussed with the exclusion of the press and public]

6.1 It was agreed that employees will be consulted prior to any recommendations to full council

6.2 A Homeworking Allowance to be paid to the clerk was discussed.

**Recommended** that the monthly allowance of £26 be paid to the clerk at six monthly intervals (September and March), to cover the utility costs of running the administrative functions of the parish council from the clerk's home. All other expenses such as the purchase of paper and ink will be reimbursed through the Expenses Policy.

### **S23.7 Appraisals**

7.1 The draft policy was considered.

**Recommended** that the draft Appraisal Policy and supporting paperwork be adopted as a policy of the council.

7.2 Dates for staff appraisals to be carried out, will be set for June, after the adoption of the Appraisal Policy. The probationary review of the clerk was set for 18 April 2024.

### **S23.8 Future Agenda Items**

Design and use of timesheets; discussions from consulting employees on contracts and salary scales.

### **S23.9 Date and Time of next meeting**

Monday 20 May 2024 at 6.30pm

## Staff Appraisal Policy and Procedure

This policy is supplemental to, and does not in any way override, the Parish Council Standing Orders and/or Financial Regulations.

This policy was adopted by the full parish council at its meeting on (minute )

This policy will be reviewed annually.

### 1. Introduction

1.1 This policy sets out why and how the council will conduct staff appraisals.

1.2 It also outlines how the policy and procedure will be reviewed.

### 2. Scope of the Policy

2.1 The policy applies to all contracted members of staff.

2.2 The policy sets out the requirements for councillor participation in the process.

### 3. Legal framework

3.1 There is no legal requirement for an employer to have a staff appraisal policy, but it is recognised that it is good practice to offer a process of appraisal.

3.2 The Employment Contract offered by the Parish Council includes a statement that an employee will receive an annual appraisal.

3.3 The Parish Council, in its duty as a responsible employer, values the appraisal process as an important element in its relationship with its employees.

### 4. Dissemination and Training

4.1 The policy will be available on the council's website.

4.2 The policy will be available to any person who requests a copy from the Clerk.

4.4. The policy is a publicly available document.

4.5 Training opportunities for appraisers and those being appraised will be highlighted by the Clerk.

4.6 Appraisers will have relevant background knowledge in the practical application of an appraisal process or will be open to receiving training.

### 5. Monitoring and Review

5.1 The Staffing Committee is responsible for reviewing the Staff Appraisal Policy. The Clerk will advise the Staffing Committee if there are any legislation or guideline changes which will have an

impact on the policy, or otherwise ensure that the committee reviews the policy annually, or following its use. Amendments to the policy will be recommended for resolution by full council.

5.2 The supporting materials, being the conversation framework form and the report framework form will be monitored and reviewed by both employees and members of the Staffing Committee, who will jointly agree any amendments to the documents.

## **6. The Process**

### **6.1 The Purpose of Staff Appraisal**

6.1.1 Employees are key, both in terms of financial resourcing, and as the actors implementing the decisions being taken by the council.

6.1.2 Staff Appraisal is a process through which the council can monitor, review and revise how its decisions are being translated into actions.

6.1.3 As a responsible employer, the council also has a duty to its employees and Staff Appraisal is a collaborative opportunity to review roles and responsibilities, celebrate successes and plan for the future.

### **6.2. The Procedure for Staff Appraisal**

#### **Who is appraised and how often**

6.2.1 All employees will take part in a formal Appraisal Conversation at least annually.

#### **Parties to the Appraisal Process**

##### **Councillors**

6.2.2 At a meeting of the Staffing Committee members will be appointed to form an Appraisal Panel.

##### **The clerk**

6.2.3 The clerk will have an Appraisal Conversation with two councillors.

##### **Other employees**

6.2.4 The clerk, as line manager, has delegated authority to undertake the Appraisal process of other employees. The clerk will provide a summary report on the Appraisal to full council. Employees may also request to speak with a councillor as part of the process.

6.2.5 Employees will be able to request that the clerk or any councillor is substituted by another.

#### **What needs to be done and when**

6.2.6 The Staffing Committee will resolve during its meeting that the Appraisal Process is scheduled and will ask its members to volunteer to offer their services to the process.

6.2.7 Mutually agreeable dates between the parties to the Appraisal Conversation will be notified as soon as practicable following the resolution.

#### **Preparation for the Appraisal Conversation**

6.2.8 Parties involved in the Appraisal Conversation will be provided with copies of the relevant job descriptions, a conversation framework form and a report framework form at least two weeks before the date of the Appraisal Conversation.



6.2.9 The Conversation Framework form will help to focus on important information that each party wants to convey during the conversation. It is an informal document and will not be retained, but its content may form part of the formal recording of the meeting.

### **The Appraisal Conversation**

6.2.10 The conversation will take place at Elton Community Centre unless another venue is identified by any of the parties as more suitable. Only those parties who are taking part in the conversation will be present. The conversation is private and confidential.

6.2.11 The conversation will be guided by the structure of the Conversation Framework form. This will ensure that during the conversation important points are not missed, but it is not rigid and the conversation may go off at a tangent from time to time.

6.2.12 Anyone present can make notes during the conversation to be considered for inclusion in the final report, or alternatively, make a request for confidentiality on anything discussed that will not have a direct bearing on any decisions to be made. Any points that will lead to decision-making should be included.

### **After the Conversation**

6.2.13 The notes taken during the conversation will be presented as a report and all parties will then be able to review the report and agree its content, with the final version signed to indicate agreement with the contents. A copy of the signed report will be placed on file and a copy given to the member of staff.

6.2.14 The report will record the decisions and actions that have been agreed, and any other content that has been requested by those party to the conversation. Areas which have been agreed as the focus for the year will be listed as objectives and these will help to form the basis of the following year's conversation.

6.2.15 A summary of the contents of the report will be presented to full council during a session that excludes the public, to inform them of progress and to allow discussion of any recommendations. Recommendations, including any expenditure, must be formally agreed by the full council.

### **The follow-up**

6.2.16 The report will be referred to, reviewed and adjusted as a result of day-to-day conversations. It is a working document and will not just be filed away and only referred to the following year.

6.2.17 If any actions have been recommended, they will be implemented within a reasonable timeframe following their agreement by full council. Examples of actions might be a change to a job description, a change of working hours or a method of working.

6.2.18 If any additional resources have been recommended, these will be implemented within a reasonable timeframe following their agreement by full council. Examples of additional resources might be new equipment or attendance at a training course.

## **6.3 What the Appraisal Process will not cover**

6.3.1 The Appraisal Process is not linked to pay grades. Cost of living increases are applied when they are advised.

6.3.2 The process is not about rating or scoring job performance. Day-to-day conversations with the line manager are the most appropriate way to review performance and highlight any issues which need to be addressed.

6.3.3 The Appraisal Conversation is not an appropriate place for introducing grievances or disciplinary procedures and there should be no new or surprising content from employees or the employer.

6.3.4 There are a number of other policies which may be more appropriate to follow if a matter is serious, such as the **Complaints Policy, Discipline and Grievance Policy, Health and Safety at Work Policy or the Whistleblowers Policy.**

Author	Review Date	Date of Adoption	Minute reference
Lara Jacob			

## Staff Appraisal Conversation Framework

The purpose of this framework is to provide you with a way of reviewing your role at Elton Parish Council through an appraisal conversation. The conversation will consider how you feel about your role, how you are performing the duties in your job description and how your role can develop in the future. You can also consider any resources which will help you to deliver aspects of your role even better, such as equipment, training or alternative work methods.

This document will remain in your ownership. You may wish to make notes or use the prompts to help you think about what you want to say during the appraisal conversation.

It will help you if you have a copy of your job description, and last year's objectives to hand when you are preparing for your conversation.

1. 1.1 Your role – looking back

Thinking about your job description – are there any areas that need updating to reflect the job you have been doing over the past year?

1.2 Thinking about the Annual Action Plan – are there any areas where you feel your role has enabled you to make significant progress or contributions?

1.3 Thinking about your objectives – are there any that you particularly want to highlight? Are there areas where you could not make an impact and why was this?

2. The future

2.1 Can you identify between three and five objectives that you would like to aim for in the coming year?

2.2 Are there any skills which you have that are not being used to full potential in your role? What would help to unlock this potential?

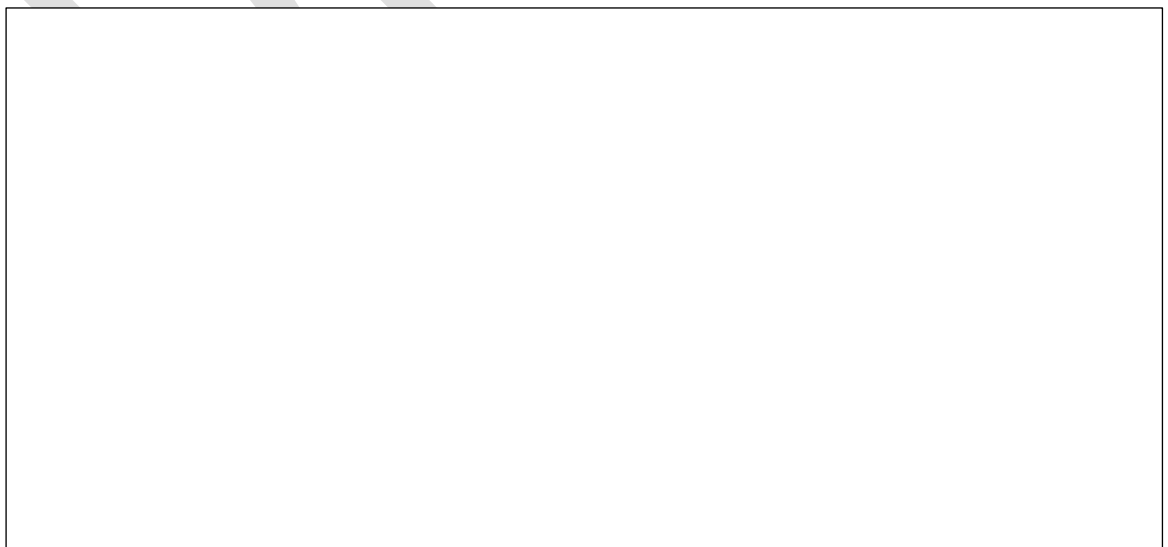


3. Resources

3.1 Are there any training courses which you feel would be beneficial to attend?


3.2 Do you need any equipment to help you carry out your role more efficiently or effectively?

3.3 Are there any work methods which you would like to change so that you are more able to achieve results?



#### 4. Additional information

Is there anything else which you would like to mention or discuss?

A large, empty rectangular box with a thin black border, intended for the user to provide additional information or comments. A large, faint, diagonal watermark reading 'DRAFT' is visible across the page, partially overlapping this box.

The appraisal conversation is Private and Confidential.

Notes will be jotted down by the appraisers to help with remembering what was said and the appraiser will write a report of the conversation, share it with you and agree its content with you.

You can also take your own notes during the conversation – there is a note-taking framework to help organise notes.

Once the content of the report is agreed, a copy will be kept on your personnel file and a copy will be given to you. The report will contain any agreements made with regard to objectives, training, equipment, any other resources or changes to work patterns or methods.



## Staff Appraisal Report

Name of officer:

Job Title:

Appraisers:

Date of appraisal conversation:

**The job description was reviewed:**

**The objectives were reviewed:**

**The future direction of the job role was discussed:**

**The following objectives for the next appraisal period were agreed:**



**Resources were discussed:**

**Additional comments by member of staff:**

**Additional comments by appraiser:**

**Considerations to be brought to full council:**

I agree that the content of this report is a representation of those matters discussed and to which agreement of their written recording is made:

Signature of appraisee: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of appraiser: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of appraiser: \_\_\_\_\_

Date: \_\_\_\_\_

## COMMITTEES

Committee	No.	Current Representation
Jubilee Field	3	Cllrs. Hardman, Highcock, Leith
Staffing	4	Cllrs. Canham, O'Reilly, Lockhart, Williams

## REPRESENTATIVES ON OUTSIDE BODIES

Body	No.	Current representation
Elton Allotments	2	Cllr O'Reilly
Elton Community Centre	3	Cllrs O'Reilly, Williams and Highcock
Elton Primary School	3	Cllrs Canham, Hardman and Williams
Elton Scouts	2	Cllr Spencer and Serna
Encirc Glass	4	Cllrs Canham, Highcock, Lockhart, and Serna
Essar	2	Cllrs Canham, Hardman and Lockhart
Helsby and Elton Medical Centre	2	Cllr Lockhart and Williams
Local Churches	2	Cllr Canham and Hardman
Local Shops	3	Cllrs Lockhart and O'Reilly
Parish Council Monthly Surgeries	All	To be discussed at another meeting
Police Liaison	1	Cllr Lockhart
Protos Community Forum	3	Cllrs Canham and O'Reilly
Protos Energy from Waste		Cllr. Canham
Thornton Science Park	3	Cllrs Canham and O'Reilly

## RESPONSIBILITY FOR AREAS OF WORK (Portfolios)

Work Area	No	Currently Responsible
Children's Play Area	5	Cllrs O'Reilly and Serna
Community Events	4	Cllrs Canham, Leith and O'Reilly
Dog Park	1	Cllr Lockhart
Eco Group	4	Cllrs Canham and O'Reilly
Finance	5	Cllrs Canham, Lockhart and O'Reilly
Fundraising	3	Cllr Serna
Legal and Policies	3	Cllrs Canham and Serna
Planning	4	Cllrs Canham, Highcock, Spencer
Public Transport	3	Cllr Canham
Website/Social Media/ Newsletter	3	Cllr Serna

# Cheshire Association of Local Councils

## Affiliation Fee 2024-25 - INVOICE



Clerk to Elton Parish Council  
Elton Community Centre  
School Lane  
Elton  
Cheshire  
CH2 4PU

Amount Payable	£979.26
Receipt Required?	Y/N

Please sign to confirm your councils' agreement to receive our services.

Name: ..... Clerk

Name: ..... Chair

Name of Council: ..... Date Signed:.....

### PAYMENT DETAILS

PLEASE MAKE CHEQUES PAYABLE TO: Cheshire Association of Local Councils  
Account No: 61050727  
Sort Code: 08 90 57

FOR PAYMENTS BY BACS PLEASE COMPLETE THE FOLLOWING:

DATE PAYMENT MADE: .....

YOUR REFERENCE: .....

Please post or email your completed agreement and invoice, along with any payment details, to the address shown below

### OFFICE USE ONLY

Date Payment Received:	Cheque or BACS
Agreement/Invoice filed:	ACT Updated:

### CHESHIRE ASSOCIATION OF LOCAL COUNCILS

Park View Business Centre, Combermere, Whitchurch, Shropshire, SY13 4AL  
Tel: 01948 871314 - [www.chalc.org.uk](http://www.chalc.org.uk) - [nikkiroberts@chalc.org.uk](mailto:nikkiroberts@chalc.org.uk)

# MEMBER COUNCIL AGREEMENT 2024-25



ChALC exists to support town and parish councils and parish meetings exercise good governance and deliver excellence in services to local communities in a way that complies with the legislative requirements placed upon them.

The services we provide to our member councils include: -

- Automatic Membership of NALC
- Legal, procedural and financial advisory services
- 'Members Only' area access in ChALC website
- Access to up-to-date sector knowledge, including grant funding
- Employment Support
- Public Works Loan Board (PWLB) borrowing facility
- Training and development at a discounted rate
- Assistance to achieve sector specific qualifications and awards

**COUNCIL INFORMATION:** To ensure our records are up-to-date please complete the following and return with your affiliation fee invoice:-

Do you have the General Power of Competence? **YES** ☐ **NO** ☐

Please state your current Precept £ .....

Please confirm your Council Web Address **www** .....

**PRIMARY CONTACTS:** Please confirm the names and email contact details of the Clerk and Chair (*and attach a list of any other key contacts you wish us to have on file*)

NAME	EMAIL ADDRESS
Clerk:	
Chairman:	

N.B. It is highly important that the information we hold is accurate and up-to-date. ChALC uses the primary contacts data provided to confirm council membership; to email general information, notices and guidance (such as the weekly bulletin), and to set password access to the member's area of the ChALC website.

**PLEASE NOTE:** ChALC will also record individual councillors contact details, within your council record in our system, when any bookings are made for their attendance at training and events. Unless booked directly by an individual, the clerk should ensure they have permission to share their personal data.

For detailed information on how we process and protect personal data, as well as your rights under the Data Protection Legislation, please refer to our [Privacy Notice](#). The Privacy Notice outlines the types of personal data we collect, the purposes for processing, and the safeguards in place to ensure your data's security.

## EMAIL REGARDING MEMBERSHIP TAKE UP

**Subject:** Rural Services Network - RURAL VILLAGE SERVICES GROUP -E Mail to Councils not heard from yet. - Elton , West Cheshire

Dear Kerry,

Further to our e mail out on the 3<sup>rd</sup> of April about this Group (set out again below) we have had already had a good number of encouraging responses in relation to continuing membership. It is vital to keep this group operating involving the current membership of 40 founder member parish councils and we are well on the way to doing that. We operate, of course, the one parliamentary All Party Parliamentary Group that is of rural reference – The Rural Services All Party Parliamentary Group. It is vital, if we are to accurately mirror rural opinion, and current concerns, that we have rural sounding boards /groups providing us continually with local parish information on rural issues as they present themselves in communities.

We are setting up two local council groupings to do this. The Rural/Market Town Grouping representing rural and market towns and the Rural Village Services Group of which you are a member.

We must charge a small subscription to keep our organisation sustainable, but we have reduced that intended asking price to £50 per annum (from the previously intended £80-£90 from the outset) for this Group, for we really want to include all we have worked with to remain with us, and work with this All-Party Parliamentary Working Group and with those working in the rural interest. In return we provide you with the services set out here.

<https://www.rsonline.org.uk/page/rural-village-services-group>

If we are reading your website correctly your next meeting is on the 14th of May?. Can you please establish from that meeting whether your council are happy to stay on board with us. We do promise you an interesting and fulfilling ride !. We do want to bring focus and help to those living and working in the rural areas of England such as Elton. We wish to have all England's rural areas represented and Elton are the sole parish in West Cheshire we are working with in this Group.

Please can you confirm your Council's continued support.

We look forward to hearing from you.

Kindest regards,

David

**David Inman**  
**Consultant to the Rural Services Network**  
**[Twitter @RSOnline](#)**  
**Email: [david.inman@sparse.gov.uk](mailto:david.inman@sparse.gov.uk)**





**SOVEREIGN**  
Bringing Imagination into Play



YOUR QUOTATION  
Elton Parish Council

BRINGING  
**IMAGINATION**  
**INTO PLAY**



Our Ref: N3/ 61841

3rd May 2024

Elton Parish Council  
Community Centre  
School Lane  
Elton  
CH2 4PU

Dear Sir/ Madam,

Thank you very much for the opportunity to develop your outdoor environment.

I sincerely hope our quotation is of interest to you. Should you need us to make any alterations to the content of the design, we are very flexible and always willing to help.

Your quotation has been fully itemised to make the selection process as easy as possible and includes everything you need for your project.

All of our equipment and surfacing is designed, manufactured and installed to current British Standards 1176 and 1177. We are approved members of CHAS and Construction Line, and our timber is FSC certified. We have many further accreditations which are detailed within this pack along with examples of our work and extensive warranties.

Once again I would like to thank you for this opportunity to present my proposals and genuinely hope that they will be of interest to you.

Should you have any queries or questions at any time please feel free to contact me directly, my mobile and email can be found below.

I look forward to hearing from you.

On behalf of Sovereign,

**Your Area Manager**

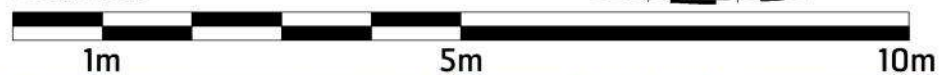
Andrea Southern - 07796 774540 - [andrea@sovereignplay.com](mailto:andrea@sovereignplay.com)







Scale Bar



Images shown are for representational purposes, products may vary. T: 01702 291129 - [www.sovereignplayequipment.co.uk](http://www.sovereignplayequipment.co.uk)

#### Equipment:

- A Connect Tower 1 - W/ Log Ramp moved to Back
- B Bug Drum - Ladybird
- C Noughts & Crosses Activity Panel (option two - brochure)
- D Can I Help Activity Panel (Double Posts)

#### Surfacing:

- 1 20sqm Black Wetpour Skim  
Raised @ 40mm (Inc Base Rubber Repairs & Chase)



Ref: 61841  
Date: 2024-05-03  
Scale: As Shown  
Designer: Connor Rustman  
Area Manager: Andrea Southern







# Quotation

\*Example Installations Below (products may vary)

Qty	Ref	Equipment	Price
1	A	Connect Tower 1 - W/ Log Ramp moved to Back With Installation Into Existing Wetpour	£2,387.36
1	B	Bug Drum - Ladybird With Installation Into Existing Wetpour	£863.62
1	C	Noughts & Crosses Activity Panel (option two - brochure) With Installation Into Existing Wetpour	£683.73
1	D	Can I Help Activity Panel (Double Posts) With Installation Into Existing Wetpour	£913.22
Sub Total			£4,847.93

Qty	Ref	Surfacing	Price
1	1	20sqm Black Wetpour Skim Raised @ 40mm (Inc Base Rubber Repairs & Chase) Installation	£1,519.21
1	N/A	Black Wetpour Repair Kits - For Post Installs Installation	£794.09
Sub Total			£2,313.30

Qty	Ref	Removals	Price
1	R1	Optional subsidised removal off site of spoil and/or waste material created from our installation works. Removal	£250.00

Qty	Ref	Miscellaneous (Welfare, Site Security, Other)	Price
1	N/A	Sovereign Compliance Package (Free Of Charge - 5 Years, 2x Visits Per Annum) Other items/services	F.O.C
1	WF1	Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services	£625.59
1	WF3	Provide re-filling of on site water supply for installations for the duration of the contract - Assuming fresh water tap accessible via client within 1 mile of installation site (0.5 mile in built up areas) Other items/services	£83.54
Sub Total			£709.13



# Quotation

\*Example Installations Below (products may vary)

**Your Prompt Payment Offer: £8,120.36**

Qty	Ref	You May Also Require (Items below are NOT included within total)	Price
1	N/A	Independent Post Installation Inspection (recommended additional option) Other items/services	£490.00

Subject to full technical site survey.

We are unable to offer any guarantee when patch repairing existing wetpour/mulch, as we cannot anticipate the reaction of new materials with the existing. Colour between repair and existing wetpour/mulch may vary due to manufacturer and age.

Please note that when skimming existing surfacing, all Sovereign guarantees regarding surfacing for materials and labour apply. Any damage that occurs due to conditions within the site or surface, including but not exclusively, tree roots and subsurface failure will not be covered. Please refer to our "Warranties and Accreditations" page within your Quotation pack for more details.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile.

Surfacing without groundworks will follow the existing contours of the ground.

Discounted Prompt Payment Terms are based on a 25% deposit payable by return and a balance invoice payable by return after delivery/installation.

15 Day Payment Offer Terms are based on full payment being received within 15 days of delivery/installation.

We pride ourselves on our best value ensuring we are always competitive and will price match if we can ascertain the competitors service, design, quantities and quality of materials used are like for like.



All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E & OE, subject to our Terms and Conditions.



# Specifications



**SOVEREIGN**  
Bringing imagination into play

**Product Description**  
If our main range of tower equipment doesn't suit your needs, or if the space you have available is of concern, then look no further than our range of 'Connect' tower components. Designed to fit in smaller spaces and be more cost effective, these modular tower components can be easily linked and joined together in endless configurations. These components can also link to a variety of our 'Connect' trail components to create all sorts of bespoke play areas to suit every need. We also have four set standard towers which may suit you.

## Connect Tower 1

Product Code **CNCT-TWR1**







**Connect Tower 1**  
Consisting of

- 1m x 1m Tower Deck @ 600mm High
- Roof Unit with Roof Flag
- 600mm Slide
- 600mm Zig Zag Step Ramp
- 2x Blank Infill Panels

Length **2450mm**  
Width **1710mm**  
Height **2500mm**

Min Space Required  
**5850x4645mm**  
Safer Surfacing Area  
**5850x4000mm**  
(not required on to grass)  
Free Fall Height **600mm**



Plan View








Sovereign Design Play Systems Ltd | Registered office: 40 Toward Road, Stranraer, Scotland - G8 5LJ, Tross, SS2 9Q2 | Reg No: 5024096 - Registered in England



**SOVEREIGN**  
Bringing imagination into play

**Product Description**  
Playing a significant role in musical development our range of musical panels provide an excellent contribution to playful learning. Our newly designed 'Bug Drums' each incorporate four aluminium 'Darbuka' drums that can be played with your hands or beaters. The panels can be bought individually or as a set, and can be located virtually anywhere. The panels can be made in different colour ways on request.

## Bug Drums

Product Code **BUGDRUMS, BUGDRUMC, BUGDRUMI, BUGDRUMM / V1**





Butterfly



Caterpillar



Ladybird



Millipede













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**SOVEREIGN**  
Bringing imagination into play


**Product Description**  
A brand new addition to our ever expanding range of activity panels, the Noughts & Crosses panel. A simple take on the classic game that will make a great feature to any dull playground. This panel is ideal for use by all ages, and can be fitted in most locations.

## Noughts & Crosses


Product Code **NOUGHTS / NOUGHTS2 / BP / V2**



Option One



Option Two



**Technical Details**



Minimum Space Required  
**1200mm x 200mm**


Intended Age Range **+3 Years**

**Option One**  
Length **200mm**  
Width **1200mm**  
Height **1500mm**

**Option Two**  
Length **200mm**  
Width **1000mm**  
Height **1200mm**





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**SOVEREIGN**  
Bringing imagination into play

**Product Description**  
Our Play Panels boast a range of existing graphics and games, which encourage social and interactive play, to work as a team and learn, or as a general play time activity. Play Panels can be supplied as a single unit, or multiple units joined together.

## Role Play Activity Panels

Product Code **APNEXT, APCANI, APSTEE, APSWET, APMONK, APSPACE / V3 / BP**









Next Please - APNEXT



Can I Help? - APCANI



Steering Wheel - APSTEE



Sweet Shop - APSWEET



Monkey Heads - APMONK



Space Helmet - APSPACE










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# Specifications



**SOVEREIGN**  
Bringing imagination into play

**Product Description**  
Wetpour is a two course "wetpour" safer surface. The top 15mm comprises a mixture of high strength EPDM rubber granules bound together with polyurethane. The bottom course, the depth of which varies according to the critical fall height of the equipment, is made up of soft, resilient rubber shred, which is again mixed with a polyurethane binder. The result is a surface which is able to absorb the impact of a falling child, reducing the risk of serious injury, but which is also extremely durable.

## Wetpour Installations

V5 / D4














Sovereign Design Play Systems Ltd. | Registered office: 402 Tower Works Road, Sharnbrook, Northants, NN18 3JQ | Reg No: 5024098 - Registered in England



**SOVEREIGN**  
Bringing imagination into play

**Product Description**  
Wetpour is a two course "wetpour" safer surface. The top 15mm comprises a mixture of high strength EPDM rubber granules bound together with polyurethane. The bottom course, the depth of which varies according to the critical fall height of the equipment, is made up of soft, resilient rubber shred, which is again mixed with a polyurethane binder. The result is a surface which is able to absorb the impact of a falling child, reducing the risk of serious injury, but which is also extremely durable.

## Wetpour

V8 / D4





### Technical Details

Depth 20mm	Critical Free Fall Height 600mm
Depth 30mm	Critical Free Fall Height 600mm
Depth 40mm	Critical Free Fall Height 1300mm
Depth 50mm	Critical Free Fall Height 1500mm
Depth 60mm	Critical Free Fall Height 1700mm
Depth 70mm	Critical Free Fall Height 2100mm
Depth 90mm	Critical Free Fall Height 2400mm
Depth 110mm	Critical Free Fall Height 2700mm
Depth 130mm	Critical Free Fall Height 3000mm












Sovereign Design Play Systems Ltd. | Registered office: 402 Tower Works Road, Sharnbrook, Northants, NN18 3JQ | Reg No: 5024098 - Registered in England

# Payment Terms

Your order confirmation will detail your chosen payment terms:

## Pro Forma

All privately funded establishments ordering for the first time will be on pro-forma terms, based on full payment by return before delivery/installation.

## Retail Price

Terms are based on full payment being received within 15 days of delivery/installation.

## Your Discounted Prompt Payment Offer

Terms are based on a 25% deposit payable by return and a balance invoice payable by return after delivery/installation. Please note that the prompt payment saving will be lost should you not adhere to our Terms and Conditions and the full retail price will become due.

## Spread Payment Plan

Terms are based on 5 singular payments. One payment after delivery/installation, one payment in 12 months' time and a payment every 12 months following for a further 3 payments. This is through our funding partner, Funding for Education. Subject to status.

## Direct Debit

Terms are based on a Direct Debit being set up.

## FOC

The items are Free Of Charge.

## Invoicing Process

Depending on the products and services you have selected, you may receive invoices from us as different stages of the work are completed. Each balance payment will be required within your agreed payment terms, but don't worry, because they will all add up to the total order value agreed.

## Early Invoicing

Should you need an invoice ahead of works being completed to assist in organising payment, an early invoice can be issued. Prior to holiday periods, early invoices will be issued as standard to customers who have works due to be carried out and completed in the holiday period so payment terms can be adhered to.

## Sending invoices

Invoices will be sent to you by email from our Accounts Department who will contact you to ensure you have received the invoice(s) and everything is satisfactory for payment to reach us within the agreed terms.

## Late payment and charges

Please refer to section 10 of our terms and conditions for details.



# Additional Information

## Site security, Welfare, Power and Water

To keep costs to a minimum, no allowance has been made for site security, welfare facilities, power or water unless otherwise stated, so we ask that you provide these as required.

Our installation engineers will use a temporary 1 metre high orange barrier for excavated holes and unfinished works. Should more substantial fencing be preferred, there would be an additional charge for this as we will need to hire, assemble and dismantle upon completion.

If at any point during the installation in term time welfare facilities are not available, the client should advise us immediately, if we cannot find a local facility, a charge may be incurred for us to hire portable lavatory facilities.

## Pre-Installation Surveys

If you are having old equipment / surfacing removed from the area of installation or groundwork's undertaken by any party other than Sovereign, we would recommend a pre-installation survey to confirm the area has been prepared correctly prior to our works commencing. The cost for the pre-installation survey is £149.00 plus VAT.

Should you not opt for a pre-installation survey, and works are not completed as required this may lead to either a suspension of the installation and an abortive visit charge, or alternatively we may be able to complete the preparation and charge accordingly.

## Underground Services

All due care will be taken to locate underground services prior to excavation, however no responsibility can be accepted if any unknown or incorrectly sited services are damaged. Where possible, we ask you provide us with drawings or plans for services. Aborted/additional site visit charges may apply if we have to leave site following the finding of previously unknown services.

## Supply Only / Installation by a Third Party

We are unable to accept duty of care for equipment sold supply only and installed by a third party and cannot verify the installation will be compliant to BS EN standards.

Please note that Sovereign supply the latest available instructions for supply only items. Due to constant design improvements some minor variances are to be expected. Bespoke/Customised Supply only items will have guidelines and images rather than full installation instructions, based on other similar products. Sovereign recommend the use of trained playground installers to fit playground equipment to ensure familiarity with safety standards and the design principles of the installation. These installers should be able to work with guidelines given for installation. Should you require assistance please call 01702-291129 to speak with one of our advisors.

## Planning permission / Building regulations

It is your responsibility to obtain the necessary approval, and we recommend that you attain the appropriate advice from your local authority before proceeding, as requirements do vary.

Design changes that have occurred due to planning permission and building regulation requirements may incur additional costs. You will need to pay any fees relating to planning or building regulation applications, local authority and survey fees.



# Additional Information

## Removals / Repairs

Removal costs include clearance of waste from site and the statutory requirements of licensed disposal of rubber and commercial waste unless otherwise stated.

When removing or repairing existing equipment, sometimes the components parts can fail and additional costs maybe applicable to replace.

Any holes created by removals to be floated over flush with dyed concrete unless stated otherwise.

## Wetpour / Band Repairs

We are unable to offer any guarantee when patch repairing existing wetpour/mulch, as we cannot anticipate the reaction of new materials with the existing. Colour between repair and existing wetpour/mulch may vary due to manufacturer and age.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile. Surfacing without groundworks will follow the existing contours of the ground.

## Additional Information

Although every care will be taken, our quotation does not cover any damages that may occur over the access route. We can provide ground protection costs for the access route if required and this will be itemised on your quotation.

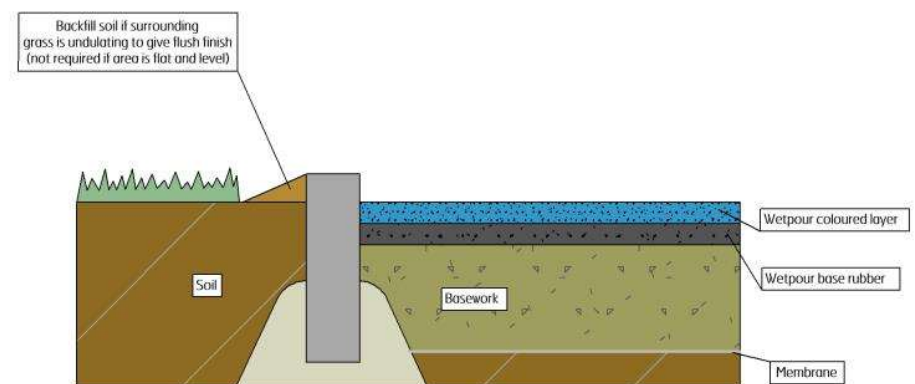
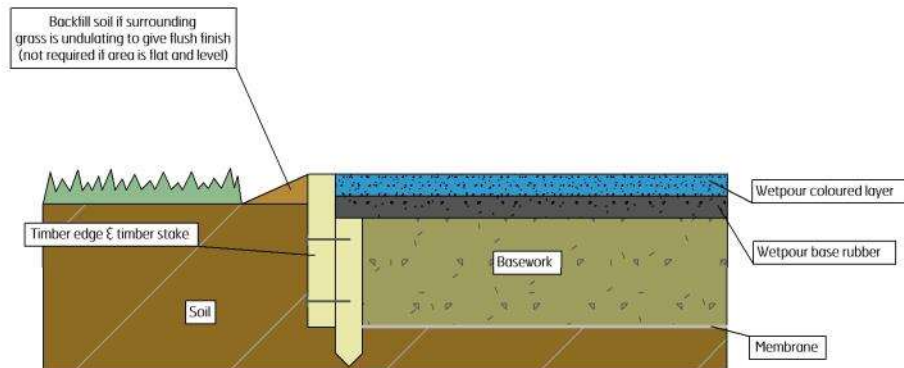
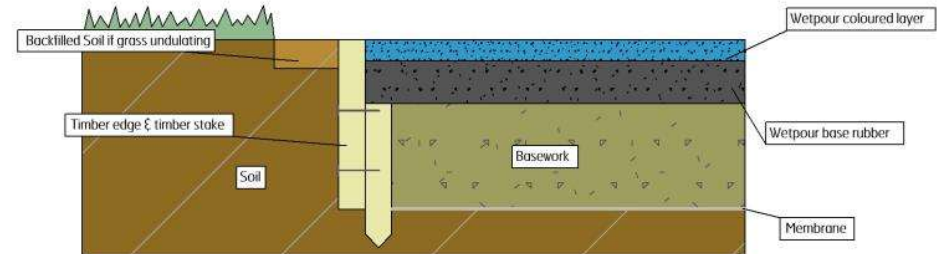
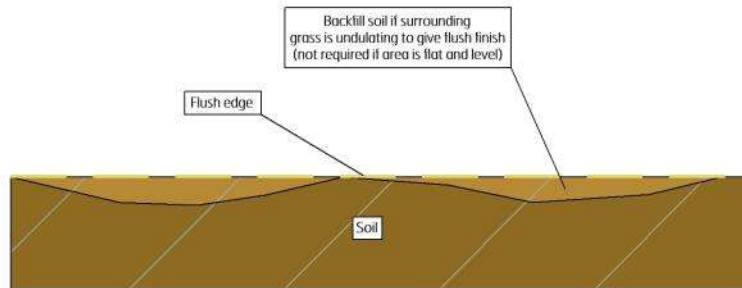
Unless stated otherwise, levelling of the proposed installation area is not included with our quotation and new surfacing will follow the undulations of the ground.

## Markings

Due to the installation process we are unable to lay markings onto a dirty surface, because it impacts the longevity of the product. If you are unable to clean or clear the surface prior to installation, Sovereign can provide a quote upon request.

Please note that when removing lines from old tarmac it is possible for uplift of surface due to age. Although we aim to remove all markings, we assess condition of surface while working and may leave areas if they may become too damaged.

# Groundworks Edging Details



# Why make them wait?

## Did you know you can order your new equipment today and pay with our spread payment plan?

If current budgets are a constraint, have you considered using our spread payment plan? (your prices are shown within the quote pack). Many schools are now choosing this option because it can save you thousands as prices rise. Below are three examples of clients who ordered in May 2021 and what their prices were at Christmas 2022.

<i>Job ordered in May 21</i>	<i><u>£9,235 on a SPP</u></i>	<i>If they ordered in December 22</i>	<i><u>Discounted Prompt Payment Price £10,862</u></i>
<i>Job ordered in May 21</i>	<i><u>£36,066 on a SPP</u></i>	<i>If they ordered in December 22</i>	<i><u>Discounted Prompt Payment Price £43,951</u></i>
<i>Job ordered in May 21</i>	<i><u>£44,400 on a SPP</u></i>	<i>If they ordered in December 22</i>	<i><u>Discounted Prompt Payment Price £54,951</u></i>

These three examples were just 18 months into a spread payment plan – so imagine what the saving would be in 5 years! I would be happy to discuss this with you. Not only do you save, but the children get to use the equipment while you do so too. Imagine being £4,066 short, delaying ordering, saving that up and then coming to place an order and the job is now £7,885 more expensive. It's a win-win for schools right now who want to inflation proof their plans.

### Benefits include:

- Allows the opportunity to continue to fund raise, while having the use and benefit of the new equipment
- Buy at today's prices, saving you money in the long term
- Pay over five financial years; one payment after delivery/installation, one payment 12 months later and a payment every 12 months following for a further 3 payments.
- Simple, stress free process with full support

In short, if you need to update, extend or upgrade your current outdoor facilities, whatever it may be, our Spread Payment Plan could well be the solution.

## Call today to discuss how our Staged Payment Plan can help you!

*Please Note: Terms and conditions apply—Credit checks may be required—Minimum £3,000 spend—Not available on special offer prices*

Tel: 01702 291129    Web: [sovereignplayequipment.co.uk](http://sovereignplayequipment.co.uk)  
Email: [info@sovereignplay.com](mailto:info@sovereignplay.com)



# Choosing the Right Company

Choosing the right company to carry out work in your school is not easy; especially with so many companies all seeming to offer 'similar' products and services. This simple form will help you ask the right questions, and ensure your school is getting the best value it can. All the questions below are ones you should be asking before making your final decision. All will affect quality, service life and most importantly safety. Before making your decision solely on price, consider why the prices are what they are, and are you obtaining quotes from established play providers?

Company	Sovereign		
Price	£	£	£
Timber Warranty	20 Years / 10 Years Resi-		
Wetpour HIC Guarantee	5 Years		
Playground Markings Warranty (ask that it covers both	5 Years		
Is the wood used from responsible sources?	FSC Certified		
Is ALL the Equipment compliant to BS EN 1176?	Yes		
Is ALL the Safety Surfacing installed to BS EN 1177?	Yes		
Has the company got Public Liability insurance of	Yes		
Has the company got professional indemnity insurance, covering the design aspect of the works?	Yes		
Are references and case studies freely offered and included within the brochure and quotation packs?	Yes		
Do you receive an After Care manual with vital day to	Yes		
Does the company offer a regular safety inspection service?	Yes - Free on orders over £10,000		
Do all the installations teams, delivery drivers and	Yes		

# Warranties and Accreditations



25 Year Metalwork Warranty  
Against Structural Failure



25 Year Structural Guarantee on Metal Gym Equipment with 2 years Guarantee on moving parts (such as bearings), 5 year Guarantee on Paint



20 Year Timber Warranty  
Against Structural Failure



10 Year Warranty on Timbers on Residential Tower Units and Clamber Stacks / Pick Up Sticks type climbers.



7 Years Warranty covering defects in manufacturing, materials, the UV degradation (Including light fastness) and excessive wear of Needle punch Sport Surfacing



5 Year Warranty  
Springs



5 Year Warranty  
HDPE Coloured Panels and Roofs



5 Year Warranty  
Playground Markings



5 Year Warranty  
Safety Surfacing



5 Year Warranty  
Tower Platforms and Floors



3 Year Warranty  
Swing Seats and Chairs



2 Year Warranty  
Bearings



1 Year Warranty on  
Metal Gym  
accessories



1 Year Warranty Powder  
Coating



1 Year Warranty  
Installation

## Exclusions to Warranties

All of the above warranties exclude normal wear and tear, improper use and deliberate, accidental and cosmetic damage.

During the warranty period, we will repair the faulty component, or replace the faulty part with a new component at our sole discretion. Components replaced or repaired during the warranty period will carry the unexpired portion of the original warranty.

All Sovereign equipment must undergo regular inspection and routine maintenance in accordance to Sovereign's Operation and Maintenance Manual, which can be obtained at no extra cost on request or downloaded from the Sovereign website at [www.sovereignplayequipment.co.uk](http://www.sovereignplayequipment.co.uk)







# 5 Years

coverage with 2 inspections per annum

# £399<sub>+ VAT</sub>

one time on-boarding fee, per site

- ✓ No monthly subscription only pay £399 for 5 years of cover, 2 inspections with reports per year
- ✓ Comprehensive safety and maintenance reports on both Sovereign and third-party equipment
- ✓ Essential maintenance and repairs included as standard
- ✓ We will inspect third party equipment as well as our own
- ✓ Two operational inspection visits per year
- ✓ Operational inspections by registered RPII Inspectors

Your play equipment is an investment and needs to be maintained to the highest standard in order to prolong its life, value and most importantly safety. For your peace of mind, our Sovereign Compliance Package offers a complete service for the inspection, reporting and essential maintenance of outdoor play equipment. This gives you complete visibility on the status of your equipment, notifying you early on of any concerns before they become larger issues.



# Sovereign Design Play Systems Limited Terms and Conditions

It shall be the duty of Sovereign Design Play Systems Limited (known hereafter as 'the Company') to provide You with the Goods and Services in accordance with the Order Confirmation provided to you and the terms and conditions ("T & C") as laid out below.

## 1. Definitions

1.1 "Authorised Person" means the person who places the Order and who is duly authorised by You to enter into a binding contract with Us.

1.2 "We or Our or Us" means the Company whose registered office is 40 Towerfield Road, Shoburyness, Essex SS3 9QT, registered number 5024016, a company registered in England.

1.3 "Contract" the contract between You and Us (in whatever terms for the supply of goods and/or provision of services) to which these T&C relate (whether incorporated, appended or attached).

1.4 "Goods" means the Goods that We have agreed to supply You (including but not restricted to the equipment and component parts) as shown on the Order Confirmation.

1.5 "Order" your order for the Goods and/or Services as set out in your Purchase Order.

1.6 "Order Confirmation" means the document provided by Us upon receipt of the Order which confirms your Order and which you are obliged to return signed by an Authorised Person and in the event that it is not returned within 48 hours of your receipt, the Order Confirmation shall be deemed accepted by You and You will have no ability to cancel the Contract without liability to Us as set out below.

1.7 "Order Value" means the price set out on the Order Confirmation.

1.8 "Site" means the premises where the Goods are to be supplied and/or installed by Us.

1.9 "Services" means the services that We have agreed to provide You (including but not restricted to installation and any other preparatory or ancillary work), as shown on the Order Confirmation.

1.10 "T&C" means these terms and T&C or any subsequent variation thereof.

1.11 "You or Your", the person, company, firm or entity being party to the Contract and to whom Goods are supplied and/or Services are provided.

## 2. Offer and Acceptance

2.1 The Order constitutes the offer by You to purchase the Goods and/or Services in accordance with these T&C and You shall ensure that the Order is complete and accurate and has been placed by an Authorised Person.

2.2 The Order will not be accepted until We issue You with the Order Confirmation which will confirm the existence of the contract.

2.3 You are responsible for ensuring that the Order Confirmation provided by Us accurately reflects the Goods and/or Services that you wish Us to supply to You and to notify of any discrepancies within 48 hours of your receipt.

2.4 These T&Cs shall apply to all Goods and/or Services provided by Us to You to the exclusion of all other terms and T&C, including any terms or T&C which you may purport to apply to the Contract under any purchase order that you supply and no variation of these T&C shall be binding unless agreed in writing by Us and attached hereto.

2.5 The Company's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by Us in writing and in entering into the Contract to purchase Goods and/or Services you acknowledge that you do not rely on any such representations which are not so confirmed.

2.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by You, You shall indemnify Us against all losses, damages, costs and expenses incurred by us in connection with settlement of any claim for infringement of any patent, copyright, design right, trade mark or other intellectual property rights of any other person which results from our use of your specification.

2.7 The Company reserves the right to make changes in the specification of the Goods which are required to conform to any applicable statutory or EU requirements.

## 3. Commencement Date and Delay

3.1 You shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery by Us (including outside normal business hours), and You must ensure that an authorised representative is present at the time of delivery in order to ensure access to the site and to authorise and our enable delivery of the Goods.

3.2 Where the Goods are to be delivered in instalments, each instalment shall constitute a separate contract into which these T&Cs shall be incorporated. Failure by the Company to deliver any instalment shall not entitle You to treat these T&C as repudiated.

3.3 Any dates quoted for delivery or installation of the Goods are approximate only and the Company shall not be liable for any delay in the delivery or installation of the Goods howsoever caused, including any delay caused by Force Majeure Event, because of your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply or installation of the Goods. Time for delivery shall not be of the essence unless previously agreed in writing by Us.

3.4 The Company may install or deliver the Goods in advance of the quoted delivery date upon giving You reasonable notice, and may also deliver at a date earlier than the proposed installation date, You must advise us at the time of placing your Order if this is not acceptable as subsequent variations may affect the delivery date, installation date and price.

3.5 If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or Your fault, and We are accordingly liable to You for delay, Our liability shall be limited to the excess (if any) of the cost to You (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods,

3.6 If You fail to take delivery of the Goods, fail to give Us adequate delivery instructions at the time stated for delivery or fail to permit us to install the Goods, then the Company reserves the right to:

3.6.1 Store the Goods until delivery to You and charge You for the reasonable costs (including insurance) of storage; and/or

3.6.2 Sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses or charge You for any shortfall below the agreed price;

3.6.3 Charge You an abortive fee of £200 per half-day or £400 per full day, deemed to exclude all applicable VAT. We will reschedule your delivery and/or installation, but there may be a consequential delay and charges applied.

## 4. Access for Installation

4.1 You must ensure that an authorised representative is present at the site at the time of installation or any preparatory work being carried out in order to ensure access to the Site and provide confirmation as to design and layout.

4.2 We will cordon off the installation area using temporary orange fencing (during works, replacing with barrier tape upon completion). If You require more substantial fencing, You must advise Us timeframe before the agreed delivery date, The Order Confirmation and price will be altered accordingly.

4.3 Any dates quoted for installation or any preparatory works are approximate only and We shall not be liable for any delay howsoever caused. Time for installation shall not be of the essence unless previously agreed in writing by Us. Where We need to change an installation or preparatory work date, We will provide You with at least 24 hours' prior written notice, whenever practical,

4.4 You acknowledge that installation of floor markings, surface and other specialist goods are completed by different teams and may not take place on the same day as installation of the Goods.

4.5 You acknowledge that We may need access to the Site outside of normal business hours.

4.6 Although We shall take reasonable steps to avoid causing damage to floor, surfaces and access routes, We shall not be liable for such damage (unless caused by our negligence or wilful default) when You have given us permission to access such floor, surface or access routes.

## 5. Limitation of Liability

5.1 We warrant to you that any Goods purchased from Us are of satisfactory quality, and reasonably fit for purpose for which Goods of their kind are commonly supplied, and will be useable for a minimum period of 12 months from delivery, provided they are maintained in accordance with the relevant maintenance guidelines that we or the manufacturer of the Goods may provide.

5.2 We shall not be liable for the failure of the goods to comply with the warranty set out in clause 14.1 if:

5.2.1 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, use and maintenance of the Goods or (if there are none) good trade practice; or

5.2.2 you alter or repair such Goods without our written consent; or

5.2.3 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working T&C.

5.3 Our liability for losses you suffer as a result of Us breaching the Contract is strictly limited to the purchase price of the Goods you purchased.

5.4 This does not include or limit in any way our liability: 5.4.1 For death or personal injury caused by our negligence;

5.4.2 Under section 2(3) of the Consumer Protection Act 1987;

5.4.3 For fraud or fraudulent misrepresentation; or

5.4.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

5.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to any or all of the following: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data, or waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this clause 5.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 5.1 or clause 5.2 or any other claims for direct financial loss that are not excluded by any of the provisions of this clause 5.5.

5.6 Except as set out in these T&C, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.7 These T&C shall apply to any repaired or replacement Goods supplied by us.

5.8 No claim for damage in transit, shortage of delivery or loss of Goods shall be accepted by the Company for consideration unless:

5.8.1 In respect of damage in transit or short delivery, You provide notice to Us within three days of receipt of the Goods, and within five days thereof send a complete claim in writing to us; and/or

5.8.2 In respect of loss of Goods, You provide notice to Us in writing within ten days of the date of consignment of the Goods sends a complete claim in writing to Us; and

5.8.3 a written claim pursuant to this clause shall state the advice note number, condition of package, date consignment received and extent of damage or shortage.

5.9 All leaflets, specifications, drawings and particulars of prices, weights, dimensions, colours and performance issued by us are approximate only and are not intended to form the basis of any contract between you and us.

5.10 You undertake to comply with the General Goods Safety Regulations 1994 to the extent that they apply to the Goods.

5.11 It shall be Your responsibility to advise Us of any issues known to You in respect of the surface to which the Goods will be affixed, and in the event that it is later determined that such issues were not declared, We shall have no responsibility for any remedial works and/or losses.

5.11.1 You undertake to indemnify the Company in respect of any and all claims arising from the Goods being unsafe as a result of your activities.



# Sovereign Design Play Systems Limited Terms and Conditions

5.11.2 You agree to monitor the safety of the Goods once installed, to pass on any information on the risks of the Goods and to co-operate in any action we may decide to take to avoid those risks.

5.11.3 You acknowledge receipt of any important health and safety notification that we may provide relating to the installation of the Goods and associated floor markings.

5.11.4 We will provide the Goods in accordance with BSEN 1176/1177, We do not warrant or represent that the Goods will comply with any other standard or quality mark.

5.11.5 Except in respect of death or personal injury caused by our negligence, the Company shall not be liable to You by reason of any representations (unless fraudulent), or compliance with any instruction or consent given by You or on Your behalf by an Authorised Person, or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees, agents or otherwise) which arise out of or in connection with the supply or installation of the Goods or their use by You, and our entire liability under or in connection with the Contract shall not exceed 110% of the price of the Goods, except as expressly provided in these T&Cs.

## 6 Passing Of Property and Risk

6.1 Whilst risk in the Goods shall pass to You from the time of delivery, legal and beneficial ownership of the Goods shall remain with Us until such time as we have received payment in full in respect of all sums owing from You to Us.

6.2 Until such time title to the Goods has passed to You, you shall:

6.2.1 keep the Goods separate from your property and that of any third party and clearly identified as being the property of the Company;

6.2.2 Until title to the Goods has passed to you, you shall: (a) hold the Goods on a fiduciary basis as the our bailee; (b) store the Goods separately from all other Goods held by you so that they remain readily identifiable as our property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (e) notify us immediately if it becomes subject to any of the events listed in clause 13.1. If before title to the Goods passes to you, you becomes subject to any of the events listed in clause 13.1, or we reasonably believe that any such event is about to happen and we notify you accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another Goods, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

6.3 Without prejudice to our warranty set out at clause 14, you must notify us within 48 hours of delivery if the Goods are defective or damaged or the delivery is short.

6.5 In the event that You engage any works to be undertaken to Goods supplied by Us by any third party not authorised by the Company, the Company will have no further responsibility or provide any warranty for the Goods and will not be responsible for any claims.

6.6 All transportation charges relating to the return of Goods will be borne by You unless otherwise agreed in writing, and the risk in the Goods shall remain with You until the Goods are received by us and any Goods so returned are despatched by you at your own risk.

6.7 You shall not be entitled to reject part only of the Goods delivered in accordance with these T&Cs.

6.8 Any claims against Us for Goods not credited or replaced will only be considered where you can provide proof of delivery to Us,

6.9 The Company will at our discretion replace whenever possible Goods found to be of faulty manufacture after examination provided that the Goods have been returned in accordance with these T&C, We will return goods after examination if they are found to have no fault or defect,

## 7 Instructions

If the signing-off of our installation of Goods is dependent on a third party (e.g, Council, H&S Executive), you must inform us upon placing your order and this will be confirmed in the Order Confirmation as subsequent and later notification may affect the delivery date, installation date, price and payment terms.

## 8 Cancellation of Order

8.1 No Order Confirmation once provided by Us may be cancelled by You without Our written consent once returned duly signed by an Authorised Person or after a period of 48 hours has elapsed following your receipt of the Order Confirmation, save for as set out in clause 8.3 below.

8.2 If an Order is cancelled by You within 48 hours of your receipt of the Order Confirmation, and our written consent is provided for the cancelled order, We are entitled to charge You a fee of 25% of the Order value, to a maximum of £1,000.

8.3 If an Order is cancelled after 48 hours from your receipt of Order Confirmation, and our written consent is given for a cancelled Order, We are entitled to charge You a fee of 50% of the full Order Value.

## 9 Defects

9.1 Any claim by You which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or the installation of the Goods shall be notified to Us within 48 hours of the date of delivery or (where the defect or failure was not apparent on reasonable

inspection) within a reasonable time after discovery of the defect or failure but not more than one year after delivery and such Goods shall be returned with written notification which must state the nature of the fault of each item and the invoice number in relation to the purchase of each item.

9.2 If delivery is not refused, and You do not notify us accordingly, You shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and You shall be bound to pay the Order Value as if the Goods had been delivered in accordance with the Order Confirmation.

9.3 Where any valid claim in respect of any of the Goods, which is based on any defect in the quantity or condition of the Goods or their failure to meet specification is notified to Us in accordance with these T&C, We shall be provided with the first opportunity to repair or replace the Goods (or the part in question) free of charge or, at our discretion, refund to you the price of the Goods (or a proportionate part of the price), but we shall have no further liability to you;

9.4 If you require Goods to be returned to Us because you claim that the Goods are in breach of clause 14.1, you must first contact our Customer Services team. For the avoidance of doubt, if any specific part of the Goods supplied is in breach of clause 14.1, your entitlement is for Us to inspect that or those parts, and not the entire Goods. We will arrange for an examination of the Goods to take place either at the place of delivery or the place of installation of the Goods and we will notify you whether we will repair or replace the Goods if they are defective, or alternatively whether we will provide a refund. If we are to provide you with a refund, we will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective Goods. Goods returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. In the event that the Goods are collected by us, you will not receive payment for the costs incurred by Us in collecting the Goods. Goods returned for any other reason may be collected by Us although we will levy a collection charge which shall be confirmed to you in writing by our Customer Service Team when collection is arranged or if the Goods to be returned are able to be returned by You directly, there will be a minimum charge of twice the delivery rate appropriate for the Delivery Location and an administrative charge equal to 5% of the order value plus VAT, and such charges shall be confirmed to you by our Customer Service team. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.5 Where a defect is notified to us in accordance with the provision set out above, and you have not yet paid the full Price, you shall be entitled to retain up to 10% of the Price until the defects have been remedied.

## 10 Charges and Payments

10.1 Any price quoted on our Order Confirmation shall be deemed to exclude all applicable VAT unless otherwise stated. You shall, on receipt of a valid VAT invoice from Us, pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

10.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods and will update our Order Confirmation to reflect any increase in the cost to Us which is due to any delay caused by your instructions, any change to those instructions or failure to provide adequate instructions,

10.3 All sums due to Us shall be payable in cleared funds within the timeframe agreed and as confirmed to You by Us within our Order Confirmation. If you fail to pay all sums due to Us on the due dates for payment then without prejudice to any other rights the Company may have, the company shall be entitled:

10.3.1 To cease taking further orders from You, and withhold further delivery of Goods for existing orders.

10.3.2 To demand immediate payment of all or any sums invoiced to You by the Company whether due at the date of the demand or not.

10.4 Payment shall be made by You without deduction or set-off, and shall be made notwithstanding any delay in obtaining such sign-off of the instalment by any third party (e.g, Council, H&S Executive).

10.5 If any any minor or remedial issues in relation to the delivered Goods are reported in accordance with clause 9.1 above, You may retain a maximum of 10% of the Contract Price until such time that the minor or remedial issue has been resolved.

10.6 Where We have agreed a special discount, payment or other terms with

You, these shall be strictly subject to your compliance with these T&C, and such T&C shall cease and revert to our standard terms upon your non-compliance.

10.7 We shall be entitled to charge interest (calculated pro rata on a daily basis

and claim compensation on overdue accounts from the date payment is due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) until the date of actual payment,

10.8 If Goods are credited it will be at the invoice price stated on the return application sheet and agreed by Us in writing.

10.9 In the event that during the course of the Services provided by us and/or the provision of any Goods to be supplied, it is determined that due to unforeseen circumstances, additional costs will be incurred due to additional Goods and/or Services being required, We will notify You in writing of the additional costs and You will be liable to cover such additional costs in order to enable the original Services and/or Goods to be provided.

10.10 Single inspections cancelled by you within 10 working days of the scheduled inspection date offered will be 100% chargeable.

## 11 Guarantees and Intellectual Property

11.1 We shall make reasonable endeavours to pass on to You the benefit of any guarantees or warranties given by any manufacturers of the Goods.

11.2 We hereby grant to You a non-exclusive and non-transferable licence to use such of our intellectual property rights as may be reasonably necessary for you to comply with your obligations under the contract. Such licence shall terminate automatically upon Your completion of the final act required of you to comply with such obligations.

11.3 If any claims are made or any action brought against You in respect of any infringement of an intellectual property right by the use or sale of Goods supplied by us, you must immediately give us written notice with full particulars of such claim or action.



# Sovereign Design Play Systems Limited Terms and Conditions

## 12 Entire Agreement

These T&Cs (together with the terms (if any) set out in the Contract, the Order Confirmation constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

## 13 Termination

13.1 If You become subject to any of the events listed in clause 14.2, or we reasonably believe that you are about to become subject to them, then without prejudice to any other rights We may have, We shall be entitled

13.1.1 to withhold delivery of any undelivered Goods and to stop any Goods in transit and the installation of the Goods

13.1.2 we reserve the right to cancel the Contract or suspend any further deliveries under the Contract without any liability to you, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

13.1.3 to enter upon your premises and take possession of the Goods; and/or to re-sell the Goods or such of them as we deem necessary in order to recover the amount due and payable to us together with any costs incurred by us in taking such steps and you expressly and irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.

13.2 For the Purposes of clause 13.1, the relevant events are:

13.2.1 You suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or have no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has a partner to whom any of the foregoing apply; or

13.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors; or

13.2.3 (being an individual) your are the subject of a bankruptcy petition or order; or

13.2.4 a creditor of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or

13.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or

13.2.6 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or

13.2.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or

13.2.8 any event occurs, or proceeding are taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to 13.2.8 (inclusive); or

13.2.9 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or

13.2.10 your financial position deteriorates to such an extent that in our opinion your capability adequately to fulfill your obligations under the Contract has been placed in jeopardy

13.3 We will not be liable to you or deemed to be in breach of contract by reason of delay or failure to perform any of Our obligations if the delay or failure due to acts caused beyond Our reasonable control.

## 14 Warranty

14.1 We make no express warranties and specifically disclaim any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the performance of Services and/or the supply of Goods under these T&Cs to the extent permissible by law.

14.2 We do not guarantee, and nothing contained in these T&Cs shall be construed as a guarantee, that the Services performed or to be performed by Us will achieve any projected level of results.

14.3 Should You for any reason need to make a warranty claim, You must complete and return a claim form which can be obtained by contacting Us.

## 15 Confidentiality

The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

## 16 Force Majeure

16.1 The Company shall not be liable for any default (or be deemed to be in breach of contract) by reason of any delay due to any occurrence beyond its reasonable control ("Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action. (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. (e) Impossibility of the use of public or private telecommunications networks. (f) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 17 General Matters

17.1 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision,

17.2 If any provisions of these T&C are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected,

17.3 These T&C and the contract shall be governed by English law and any dispute shall be submitted to the exclusive jurisdiction of the English courts,

17.4 These T&C do not purport to confer a benefit on any third party.

17.5 The Contract between you and us is binding on you and us and on our respective successors and assigns.

17.6 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.7 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17.8 We have the right to revise and amend T&C at any time to reflect changes in market T&C affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.9 You will be subject to the policies and terms and T&C in force at the time that you order Goods from us, unless any change to those policies or these T&C is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these T&C before we send you the written confirmation in accordance with clause 2.3 (in which case we have the right to assume that you have accepted the change to such T&C, unless you notify us to the contrary within 48 hours of receipt by you of the Goods).

## 18 Notices

Any notices required or permitted to be given by either party to the other under these T&C shall be in writing addressed to the other's principal place of business.





# SOVEREIGN

Bringing imagination into play

## Company Name

Sovereign Design Play Systems Limited

## Registered Address

40 Towerfield Road

Shoeburyness

Essex

SS3 9QT

## Company Registration No

5024016

## Company VAT Registration No

832 5102 64

## Insurance

Public Liability: £10,000,000

Professional Indemnity: £5,000,000

Employers Liability: £10,000,000

# 01702 291129

[www.sovereignplayequipment.co.uk](http://www.sovereignplayequipment.co.uk)

**TDP Limited**

Derby Road, Wirksworth, Derbyshire DE4 4BG  
Tel: 01629 820011 email: Info@tdp.co.uk

**Invoice****Number:** 113567**Date:** 30 April 2024**Delivery Address:**

Andy Eardley  
Yew Tree Farm  
Kinseys Lane  
Ince  
Cheshire  
CH2 4NS

**Invoice Address:**

Lara Jacob  
Elton Parish Council  
Elton Community Centre  
School Lane, Elton  
Chester  
CH2 4PU

**Account Ref:** CUSTOMER**ETA Delivery Date:** 22 May 2024**Purchase Order No:** #3984**Terms:** Pre-Payment**Ordered by:** Lara Jacob**Consignment Number:**

Code	Description	Quantity	Unit Price	Total Nett
ZDALE18	Dale Bench 1.8m length in Brown	7	£465.46	£3258.22
ZAKSOFT	Furniture anchor kit for soft ground with tool	7	£67.92	£475.44

**Bank details**

Account name: Trade & DIY Products Limited  
Sort Code: 30-92-59 Account no: 01957681

VAT No: GB 558 5891 82

**All sales are subject to our terms and conditions**

TDP Ltd Form 004

Issue 3

March 2021

**Nett Amount:** £3,733.66**VAT at 20%:** £746.73**Invoice Total:** £4,480.39

## Grant Application Form

Please complete the form below and email or post it to the contact details given in the accompanying Guide to applying for a grant)

<b>How we can contact you</b>	
Your Name	Denise Haven
Name of organisation you are representing	Elton Gardeners Association
Position in organisation	Treasurer
Bank details (include Account name, Sort code and Account Number)	Natwest Bank Elton Gardeners Association 01-07-02 53966449
Postal address	3 Lime Grove Elton CH24PX
Email	Denise_haven@hotmail.com
Telephone number	07379740750
<b>What the organisation does</b>	Elton Allotments – Rental of Allotment plots
What are the main aims/activities of the organisation?	We rent plots of land for members to grow vegetables fruit and flowers for their own pleasure
How many people work for or help the organisation?	We have 10 Committee members 37 plot members in total
How do the residents of Elton benefit from the organisation's activities? You can refer to the questions we will ask when considering your application that can be found in our Guidance document.	We rent our allotment plots for members of the community . We have a help yourself stall provide vegetables, fruit and flowers to the community. We also have an annual Open Day. Where members of the public are invited free of charge. We have a variety of stalls , tea and coffee and a bbq where we ask for donations towards our allotment community. Allotments provide excellent physical and mental wellbeing for all our members.
Is the organisation registered with the Charity Commission?	No
Registered Charity Number	N/A
<b>What you would like us to fund</b>	A project to enable us to combat bad weather conditions. Our allotment plots are flooding.
Please describe your project or event or how you will use funding	To purchase 1 x petrol auger

	1 x generator 2 x petrol cans
How much will the project or event cost?	£523
How much funding are you requesting from Elton Parish Council	£500
If this is not the full amount, please give details of additional funding from other sources	The Gardeners Association will fund the remaining amount