

District Councillor Update

Public Spaces Protection Order

The six week public consultation on the PSPO was opened on 13 Feb and closes on 27 March. This has been shared widely and I trust it has been supported by Parish Councillors.

<https://s-url.co/FFwrAA>

Coffee with a Cop, Councillors and Community Warden

The event has been arranged for Wednesday 4 March 4-7pm. PCs Collins and Weatherall will be attending, as will Kelly Grundy. It's an opportunity for residents to attend and raise any concerns they may have and also get to know those that have an influence on the community to help make it a safe enjoyable place for all.

I hope as many parish councillors will be able to attend the event.

Lombard Street

A significant number of cars remain parked along Lombard Street that haven't moved for many weeks. With the lack of passing areas, the added obstacle of a large shipping container parked on Lombard Street caused added congestion and road rage between drivers. .

Three residents from Lombard Street and The Street have also complained about the numerous vehicles.

Kent Police have attended to the concerns raised.

Bollards

A number of bollards along Lombard Street were reported for being knocked out of position by vehicles. No sooner were these repaired that a couple have been knocked out of position again which has necessitated further reporting to KCC to be resolved.

There are still bollards being knocked out of position.

Community Litter Pick

A community litter pick has been scheduled for Sunday 22nd March.

Volunteers are invited to meet at 10am outside the Parish Hall.

Cllrs Gurr and Hollands will be offering their support.

South Darenth Co-op

Following an approach by staff at the Co-op I was able to help arrange for a new litter bin to replace the old rusted one.

Electric Vehicle Charger

A resident in Paddock Close expressed his frustration at not being able to install an EV charger at his residence.

The area is managed by South Darenth Management Company. I suggested that the resident may wish to consider approaching neighbours to understand their want/need for electrical

vehicles, and if results were to show the majority were keen, It might open further discussions with the management company. That said I advised that there is a cost involved and that may be passed on to all residents and therefore they may not be keen to proceed.

There are four EV chargers in the parish which the resident may want to consider making use of.

Planning Enforcement

A resident raised concerns that no action has been taken regarding a planning enforcement raised about a shipping container positioned in the grounds of the Fighting Cocks. However, the container had been present since February 2021 but concerns were not raised until 2022 and therefore deemed to be immune from enforcement. Since then, no further concerns have been raised. The issue is to be regarded as closed.

Fly Tipping

I reported a number of chairs from a vehicle being dumped along Lombard Street and this was swiftly removed by Sevenoaks District Council. At the same time I alerted PC Weatherall and I understand he has done investigations into the vehicle it may have come from.

Sevenoaks District Council

This week SDC approved a balanced budget and set the 2026/2027 budget of £22m (an increase of £2m on the current year) that will protect services and invest more in town centre regeneration.

SDCs share of the Council Tax will increase by 2.98%, an extra £7.47 a year or £0.14 a week at Band D.

Recycling food waste collections will begin from 27 April, with all the food waste going into an anaerobic digestion plant, where bacteria will break it down to produce natural biogas, renewable form of energy. This process also creates a quality fertiliser for farming so virtually nothing goes to waste!

Residents will receive their food caddy's (indoor and outdoor) between 30 March-24 April.

For more information please go to

https://www.sevenoaks.gov.uk/info/20000/rubbish_and_recycling/871/food_waste_collection_service

Leave

I will be on leave from Mon 23 - Sun 29 March.

Cllr Alan White

Sevenoaks District Councillor for Farningham, Horton Kirby and South Darenth (9th May 2023)

Committees:

Cleaner and Greener

Development and Conservation

Innovation and Improvement

Community Infrastructure Levy

People and Places

Mobile: [07841410147](tel:07841410147)

E-mail: Cllr.White@Sevenoaks.gov.uk

County Councillor's Monthly Update

Horton Kirby & South Darenth Parish Council

Marc Logen | County Councillor for Sevenoaks North & Darent Valley | Reform UK

February 2026

1. Local Issues

Potholes - Skinney Lane

The parish clerk raised the deteriorating condition of Skinney Lane with KCC Highways on 17th February, and I followed up with Mike Payton (KCC Streetworks) the following morning. A road closure was put in place on 18th February and permanent repair works were carried out later that week. These repairs had been delayed by the recent wet weather, which prevented works from taking place earlier.

Potholes - Horton Road

I also raised the condition of Horton Road, which has deteriorated significantly due to the volume of HGV and heavy farm traffic travelling to and from the Horton Woods Solar Farm construction site and the Anaerobic Waste Digester on Stack Road. The approved route for these vehicles runs along the A225, Station Road, Horton Road and Jacobs Lane.

A KCC highway steward revisited the site on 18th February to identify and make safe any safety-critical defects. A job has been raised for permanent repairs, currently expected in early March 2026. I will follow up on a confirmed date when available.

The parish clerk's photographs of the road damage and verge erosion were shared with KCC and helped to demonstrate the extent of the problem. This kind of evidence is useful when pressing for timely action.

Parking and Containers - Oakview Stud Farm

On 9th February I received an email from the parish clerk outlining concerns about vehicles and containers parked on the road near Oakview Stud Farm. The parish had previously raised this with KCC Highways and received a response of "no action necessary."

I am not clear why Highways consider this acceptable given that the vehicles and containers appear to be on adopted highway. If that is the case, KCC has direct powers under the Highways Act 1980. Section 137 makes it an offence to wilfully obstruct a highway without lawful authority. Section 149 gives the highway authority power to remove anything deposited on a highway that constitutes a nuisance or danger, and to recover costs from the owner. Section 143 provides specific power to remove structures from highways. For vehicles over 7.5 tonnes, the Highway Code Rule 246 prohibits parking on verges or pavements without police permission.

The key question is whether the containers and vehicles are physically on the adopted highway or on private land adjacent to it. If they are on the highway or verge, KCC has removal powers. If they are on private land but causing obstruction through associated parking and vehicle movements, this becomes a matter for Kent Police under the obstruction provisions.



I have offered to help escalate this, but I need the parish to send me the original correspondence with KCC Highways so I can review the basis of their decision and challenge it properly.

2. KCC Updates

KCC Budget 2026-27

The KCC budget for 2026-27 was approved at Full Council on 12th February. The budget proposes a council tax increase of 3.99%, down from the 5% anticipated when Reform took office in May 2025. For a Band D household, this is approximately £67.47 per year. Since taking office, KCC is on track to deliver £100 million of savings and income, has reprofiled nearly £40 million of future spending, and reduced debt by £67 million - from a starting position of over £700 million in debt with £84,000 per day in interest payments.

Many services will see increased spending. The priority has been to stabilise finances responsibly while maintaining services residents depend on, including adult social care, highways, education, and waste.

The full details are published at kent.gov.uk/about-the-council/finance-and-budget/our-budget

Potholes and Winter Road Damage

Every winter brings a worsening pothole situation, primarily due to decades of underinvestment in Kent's roads. Fluctuating temperatures, ice, and water cause significant damage to road surfaces. Salt, while essential for keeping the network safe and open, accelerates this problem - it lowers the freezing point of water, which means moisture stays liquid at lower temperatures and penetrates cracks in the surface. When temperatures then drop further, that water freezes, expands, and breaks the road apart.

Permanent pothole repairs use hot asphalt laid at around 120-160°C. In cold weather, the material cools too quickly, the surrounding road surface is cold, and the patch cannot bond properly. Moisture trapped underneath freezes, expands, and breaks the repair - sometimes within weeks. This is why many winter repairs are temporary until conditions improve.

We are also coming to the end of the current KCC financial year and budgets are tight. The new 2026-27 budget begins on 1st April, and a new road maintenance contractor, Ringway, starts in May. The 2026-27 capital programme includes £8 million for the most urgent safety-critical highway repairs. Residents should continue to report potholes at kent.gov.uk/roads-and-travel/report-or-track-a-problem and I will press for timely repairs across the division.

Flooding and Drainage

The prolonged wet weather this winter has placed significant pressure on KCC's drainage services across the county. KCC is responsible for maintaining over 250,000 highway drains and gullies across Kent. Strategic and main roads are cleansed annually, known flood hotspots every six months, and minor roads on a three-year cycle. During prolonged wet weather, saturated ground stops absorbing water, increasing surface run-off and overloading drainage that would cope in normal conditions. At the same time, drainage teams are pulled towards emergency and reactive work - clearing flooded roads and responding to safety-critical incidents - which delays the planned cleansing programme. Land drainage from adjacent fields and properties also feeds into the highway system, adding volumes the network was never designed to carry.



KCC's own budget risk register for 2026-27 rates the risk of insufficient drainage funding in adverse weather conditions at 4 out of 5 for likelihood, stating that current revenue and capital budgets are insufficient to meet both reactive and proactive demands. The 2026-27 capital programme includes £5.5 million for flood risk management and climate adaptation infrastructure across Kent. I am working with KCC Drainage on specific local issues across the division and will continue to press for prioritisation of sites in Horton Kirby & South Darent.

3. Communication Protocol

I represent nine parishes across Sevenoaks North & Darent Valley. To ensure I can respond effectively to local issues and provide regular updates, I would like to propose the following communication arrangement.

Monthly written updates: I will provide a written update to the parish each month covering local issues raised to me and relevant KCC business. This can be circulated to councillors and, where appropriate, included in meeting papers.

Email and Teams: I am always available on email (Marc.Logen@kent.gov.uk) and happy to arrange Microsoft Teams calls to discuss specific issues. If something is urgent, please do not wait for a meeting - email me directly.

Parish meeting attendance: My evening availability is currently limited, but I aim to attend in person where possible and will resume more regular attendance from July onwards. Where I cannot attend, these written updates will ensure continuity.

Two-way communication: I would ask that the parish keeps me informed of emerging issues, resident concerns, and decisions that may require county-level support. The more I know, the more effectively I can act on your behalf.

I welcome any feedback on this arrangement and am happy to adjust it to suit the parish's needs.

Marc Logen

County Councillor for Sevenoaks North & Darent Valley
Kent County Council | Reform UK
marc.logen@kent.gov.uk



HKSD Parish Council

Human Resources Committee

Terms of Reference

1. The Human Resources Committee

Will comprise of four members of the council which may include the Chairman and Vice Chairman.

2. Admission of the Public and Press.

The public and press may not be admitted to these meetings as 'In accordance with s1(2) of the Public Bodies (admission to meetings) Act 1960, the press and public be excluded from the meeting during the consideration of these items due to the confidential nature of this item.

3. The Human Resources Committee

Shall meet twice a year (March and September) but will meet additionally when required.

4. The Committee is empowered to take responsibility, and make decisions on behalf of the council for all personnel matters:

- i. To consider and determine the council's staffing structure, terms, conditions and benefits.
- ii. To recruit, train and develop staff for the council to maximise staff efficiency, appropriately.
- iii. To consider and approve the employment/termination of all staff
- iv. To determine and approve the establishment and grading of employees for the effective administration and operation of the Council.
- v. To approve job descriptions and develop and approve training plans
- vi. To determine the health and safety policy of the Council, and consider all matters of health, safety and welfare in line with that policy.
- vii. To hear and determine matters of discipline, grievance and efficiency.
- viii. To make reports as necessary to the council in respect to the above.

5. Standing Agenda

The Human Resources committee shall operate with the following standing agenda:

1. Apologies for Absence
2. Declarations of interest.
3. To review any on-going training requirements & job descriptions

March Agenda

At the March meeting of the Committee the following additional standing items will be included:

4. To carry out Annual Appraisals of staff

September Agenda

At the September meeting of the Human Resources Committee, the following additional standing item will be included:

5. To review and update the annual pay scale schedule and make recommendations to the Parish Council for the forthcoming year
6. To review appraisals progress



Terms of Reference approved by the full Parish Council June 2019 Mn 34
Reviewed and updated HR Committee July 2023 Mn 5
Reviewed and updated HR Committee December 2023 Mn 25
Adopted by the full Parish Council December 2023 Mn 155

HORTON KIRBY AND SOUTH DARENTH PARISH COUNCIL – STREET LIGHTING

Introduction

Following our discussion at the PC at the end of last year, I undertook to investigate further the scope for reducing costs arising from the provision of street lighting in the Parish. I have since visited 96 of the 97 lights for which the PC is responsible (the other - No 68, Mussenden Lane – is no longer there: it appears to have been removed and a camera attached to the post where it once was).

Findings

There is not pattern or logic to the location of the PC maintained lampposts. Some are in (obvious) areas of population (East Hill, Saxon Place, The Street etc). Others are scattered randomly along the roads in between or those accessing the Parish. Similarly there appears to be no pattern to the density of lighting in the more built up areas.

Substantial amounts of street lighting exist that are not the responsibility of the PC – e.g. Millen Place, Shrubbery Road, Montgomery Road.

Two lights on Dartford Road are -as far as I can tell – outside HKSDPC boundaries.

The Parish Clerk has confirmed that usage and maintenance costs for lighting vary according to the number of lights – they are not a fixed cost. Therefore a reduction in posts should lead to lower electricity and maintenance fees.

There would be a fee for decommissioning and removing any lights. While the PC is not legally obligated to provide lighting it is legally liable to ensure that any lights provided work. This cost is unquantified and would need to be explored.

I have not seen any data on the vandalism of individual posts. There is a case for saying any post damaged and repaired more than twice would not be again.

Removal of lighting outside the main areas of habitation together with a general thinning out would, in my view, make it possible for between 25-33% of current lighting to be removed. It would potentially cease provision in Rays Hill, Eglantine Lane, (including path to Saxon Place), Mussenden Lane and reduce it elsewhere (including on Dartford Road). It requires public consultation and could be controversial. That said the removal of light 68 appears to have gone unnoticed.

Decision

Councillors are invited to consider:

Whether specific they wish specific proposals for reductions to be drawn up.

What the approach should be to regularly vandalised lighting.

For the Parish Clerk to investigate the costs of decommissioning lighting.

11 Purchase of Land from SDMC

From Solicitor:

Dear Lisa

I have now been through the various documents and have drafted my report which I attach along with various other documents:

1. Report and appendices (1-3)
2. Draft contract
3. Draft TP1
4. Draft plan

Please read the report carefully, it deals both with the title and also the draft TP1. I cannot put comments on the TP1 as it is a pdf rather than a word documents but I have no particular comments provided the rights and reservations will not impact the Council's intended use of the property. Please do let me know if you have any queries.

I have submitted the proposed plan to HMLR as I am not sure its compliant, notwithstanding that please can you confirm that it reflect the area of land to be transferred to the Council.

I do however need to update the execution clause and should be grateful if you would let me know if the Council has a common seal for executing legal documents or if it does so by two members in the presence of the clerk.

I do not have any comments on the contract either. To be honest I am not sure why they drafted a contract and, in my view, it is not necessary. I will see if they will progress without it, but have no issue if they insist, we will just exchange and complete simultaneously.

If you have any queries or comments on the attached, please do let me know.

Cllr Hollands Review:

I've now had a proper look through the title documents and mainly the solicitors' report.

In summary, nothing jumps out as alarming from a title perspective. The solicitors confirm that we would obtain a good and marketable freehold title. On the face of it, it seems a straightforward transfer of a small parcel of open amenity land for a nominal sum.

But, it's important to recognise that this is essentially a transfer of ongoing responsibility rather than an asset with value. If we proceed, the Parish Council would be taking on:

- Responsibility for maintaining the western boundary (including the tall conifers)
- General upkeep of the land
- Public liability as landowner
- Compliance with historic restrictive covenants, including an indemnity protecting the seller



The land isn't actively used, which reduces day-to-day risk. The main long-term consideration is tree management and associated liability, particularly given the height of the conifers and location.

Before making a final decision, I think it would be sensible to clarify with the management company whether they would undertake or contribute to any necessary tree works prior to transfer

So overall, I agree there's nothing obviously problematic in the paperwork. Still, we should go into this clear that we are accepting permanent maintenance and liability obligations, which will bring more financial burden on the ROS's purse.

Dave

Dated

2025

SOUTH DARENTH MANAGEMENT COMPANY LIMITED

and

HORTON KIRBY & SOUTH DARENTH PARISH COUNCIL

Contract For The Sale Of Freehold Land With Vacant Possession

At

Land adjacent of land and buildings at Paddock Close and Coopers Close, South Darent

BOYS & MAUGHAN
Solicitors

TABLE OF CONTENTS

1.	INTERPRETATION	1
2.	SALE AND PURCHASE	3
3.	CONDITIONS	3
4.	RISK AND INSURANCE	4
5.	DEPOSIT	4
6.	DEDUCING TITLE	5
7.	VACANT POSSESSION	5
8.	TITLE GUARANTEE	5
9.	MATTERS AFFECTING THE PROPERTY	5
10.	BUYER'S KNOWLEDGE	6
11.	TRANSFER	6
12.	VAT	6
13.	COMPLETION	6
14.	BUYER'S ACKNOWLEDGEMENT OF CONDITION	7
15.	REGISTRATION OF THIS TRANSFER	7
16.	ENTIRE AGREEMENT	8
17.	NOTICES	8
18.	THIRD PARTY RIGHTS	10
19.	GOVERNING LAW	10
20.	JURISDICTION	10

THIS AGREEMENT IS MADE ON THE DAY OF 2025

BETWEEN

- (1) SOUTH DARENTH MANAGEMENT COMPANY LIMITED incorporated and registered in England and Wales with company number 01634620 whose registered office is at Trinity House, 3 Bullace Lane, Dartford, Kent, DA1 1BB, United Kingdom (the **Seller**); and
- (2) Horton Kirby & South Darenth Parish Council incorporated and registered in England and Wales with company number { . . } whose registered office is at Parish Office, The Village Hall, Horton Road, South Darenth, Dartford, Kent, DA4 9AZ, United Kingdom (the **Buyer**).

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

Buyer's Conveyancer: Surrey Hills Solicitors, Oak Green House, 250-256 High Street, Dorking, Surrey, RH4 1QT, reference Kate Jackson.

Completion Date:

Condition: any one of the Part 1 Conditions.

Contract Rate: interest at 4% per annum above the base rate from time to time of Barclay Bank plc.

Deposit: 10% of the Purchase Price (exclusive of VAT).

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer.

LPMPA 1994: Law of Property (Miscellaneous Provisions) Act 1994.

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).

Plan: the plan attached to this contract.

Property: the freehold property to be known as Land adjacent of Land and buildings at Paddock Close and Coopers Close, South Darenth being all the property registered at HM Land Registry with title absolute under title number K305710.

Purchase Price: £50 (exclusive of VAT).

Seller's Conveyancer: Boys & Maughan Solicitors, 32 St George's Place, Canterbury, CT1 1UT, DX 5316 Canterbury. Fax: 01227 785307, reference KJH/SOU3711/1.

VAT: value added tax or any equivalent tax chargeable in the UK.

Written Replies: subject to clause 1.12, are any:

- (a) written replies that the Seller's Conveyancer has given prior to exchange of this contract to any written enquiries raised by the Buyer's Conveyancer; or
- (b) written replies to written enquiries given prior to exchange of this contract by the Seller's Conveyancer to the Buyer's Conveyancer.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.

1.4 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.

1.5 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.

1.6 Unless expressly provided otherwise in this contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 Unless expressly provided otherwise in this contract, a reference to legislation or a legislative provision shall include all subordinate

legislation made from time to time under that legislation or legislative provision.

- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 Except in relation to clause **Error! Reference source not found.**, a reference to **writing** or **written** includes fax but not email.
- 1.12 For the purposes of the definition of Written Replies, written replies and written enquiries include pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the Commercial Property Standard Enquiries 7 (version 1.3) and include enquiries or replies so requested or given by email.

2. SALE AND PURCHASE

- 2.1 The Seller shall sell and the Buyer shall buy the Property for the Purchase Price on the terms of this contract.
- 2.2 The Buyer cannot require the Seller to:
 - (a) transfer the Property or any part of it to any person other than the Buyer;
 - (b) transfer the Property in more than one parcel or by more than one transfer; or
 - (c) apportion the Purchase Price between different parts of the Property.

3. CONDITIONS

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
 - (a) apply to a sale by private treaty;
 - (b) relate to freehold property;
 - (c) are not inconsistent with the other clauses in this contract; and
 - (d) have not been modified or excluded by any of the other clauses in this contract.

- 3.2 The terms used in this contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:
- (a) Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract;
 - (b) Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract;
 - (c) Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract;
 - (d) Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "Clause 9" of this contract; and
 - (e) Condition 9.8.3 is amended to add the words "by Electronic Payment" after the word "pay" in both Condition 9.8.3(a) and Condition 9.8.3(b).
- 3.4 Condition 1.1.4(a) does not apply to this contract.
- 3.5 Condition 9.2.1 does not apply to this contract.
- 3.6 Part 2 Conditions are not incorporated into this contract.

4. RISK AND INSURANCE

- 4.1 With effect from exchange of this contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, shall entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
- 4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this contract.

5. DEPOSIT

- 5.1 On the date of this contract, the Buyer shall pay the Deposit by Electronic Payment to the Seller's Conveyancer to be held by the

Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.

5.2 Conditions 3.2.1 and 3.2.2 do not apply to this contract.

6. DEDUCING TITLE

6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.

6.2 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this contract.

7. VACANT POSSESSION

The Property shall be sold with vacant possession on completion.

8. TITLE GUARANTEE

8.1 Subject to clause 8.2, the Seller shall transfer the Property with full title guarantee.

8.2 The covenants for title implied by the LPMPA 1994 are modified so that the covenant set out in section 3(3) of the LPMPA 1994 shall extend only to charges or incumbrances created by the Seller.

8.3 Condition 7.6.2 does not apply to this contract.

9. MATTERS AFFECTING THE PROPERTY

9.1 The Seller shall transfer the Property free from incumbrances other than:

- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 08 August 2025 at 10:53:42 under title number K305710;
- (b) any matters discoverable by inspection of the Property before the date of this contract;
- (c) any matters which the Seller does not and could not reasonably know about;
- (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
- (e) public requirements; and

- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this contract.

10. BUYER'S KNOWLEDGE

10.1 The Buyer is deemed to have full knowledge of:

- (a) the Seller's title to the Property; and
- (b) the matters referred to in clause 9.1;

and is not entitled to raise any enquiry, objection, requisition or claim in relation to any of them.

11. TRANSFER

11.1 The transfer of the Property to the Buyer shall be in the agreed form annexed to this contract at **Error! Reference source not found..**

11.2 The Seller and the Buyer shall execute as a deed the transfer in the form required by clause 11.1 in original and counterpart.

11.3 Condition 7.6.5(b) does not apply to this contract.

12. VAT

12.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any).

12.2 The Seller warrants that the sale of the Property does not constitute a supply that is taxable for VAT purposes. SCPC A1 of the Part 2 Conditions is incorporated into this contract.

12.3 Condition 2 does not apply to this contract.

13. COMPLETION

13.1 Completion shall take place on the Completion Date but time is not of the essence of the contract unless a notice to complete has been served.

13.2 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is

expressly subject) or if the seller produces reasonable evidence that this is the case."

- 13.3 Condition 9.1.1 does not apply to this contract.
- 13.4 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 13.5 Condition 9.4 is amended to add a new Condition 9.4(d) to read "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".
- 13.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".
- 13.7 On, or as soon as reasonably practicable (and, in any event, no later than five working days) after, completion, the Seller shall deliver to the Buyer (or to any other person as the Buyer has directed in writing to the Seller before completion):
 - (a) the completed original transfer in the form required by clause 11.1;

14. BUYER'S ACKNOWLEDGEMENT OF CONDITION

- 14.1 The Buyer acknowledges that before the date of this contract:
 - (a) the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property; and
 - (b) the Buyer has formed its own view as to the condition of the Property and the suitability of the Property for its purposes.

15. REGISTRATION OF THIS TRANSFER

- 15.1 The Buyer shall:
 - (a) apply to register the transfer at HM Land Registry promptly and in any event within one month following completion;
 - (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register the transfer at HM Land Registry are responded to promptly and properly; and
 - (c) send the Seller official copies of the Buyer's title within one month of completion of the registration.

16. ENTIRE AGREEMENT

- 16.1 This contract and the documents annexed to it constitute the whole agreement between the parties and supersede and extinguish all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 16.2 The Buyer acknowledges that in entering into this contract and any documents annexed to it the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
- (a) set out in this contract or the documents annexed to it; or
 - (b) contained in any Written Replies.
- 16.3 Condition 10.1 is varied so that the words "the negotiations leading to it" are replaced with the words "Written Replies".

17. NOTICES

- 17.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.
- 17.2 Any notice or document to be given or delivered under this contract must be:
- (a) delivered by hand;
 - (b) sent by pre-paid first class post or other next working day delivery service;
- 17.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:
- (a) to the Seller at the Seller's Conveyancer, quoting the reference KJH/SOU3711/1;
 - (b) to the Buyer at the Buyer's Conveyancer, quoting the reference Kate Jackson.
- or as otherwise specified by the relevant party by notice in writing to the other party.
- 17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five working days after deemed receipt of the notice.
- 17.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 shall be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt[or at the time the notice or document is left at the address] provided that if delivery occurs before 9.00 am on a working day, the notice shall be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice shall be deemed to have been received at 9.00 am on the next working day;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting;
- 17.7 In proving delivery of a notice or document, it shall be sufficient to prove that:
 - (a) a delivery receipt was signed or that the notice or document was left at the address;
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service;
- 17.8 A notice or document given or delivered under this contract shall not be validly given or delivered if sent by email.
- 17.9 Condition 1.3 does not apply to this contract.
- 17.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. THIRD PARTY RIGHTS

18.1 This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

18.2 Condition 1.5 does not apply to this contract.

19. GOVERNING LAW

This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

In witness whereof this document has been executed and delivered on the date first stated above.

Signed by

for and on behalf of **SOUTH
DARENTH MANAGEMENT
COMPANY LIMITED**

.....

Director

Signed by

for and on behalf of **Horton Kirby
& South Darenth Parish Council**

.....

Director



Horton Kirby & South Darenth Parish Council **Model Councillor Code of Conduct 2020**

Joint statement

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 behaviors 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.

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.

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.

This Code has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.



Introduction

The Local Government Association (LGA) has developed this Model Councillor Code of Conduct, in association with key partners and after extensive consultation with the sector, as part of its work on supporting all tiers of local government to continue to aspire to high standards of leadership and performance. It is a template for councils to adopt in whole and/or with local amendments.

All councils are required to have a local Councillor Code of Conduct.

The LGA will undertake an annual review of this Code to ensure it continues to be fit-for-purpose, incorporating advances in technology, social media and changes in legislation. The LGA can also offer support, training and mediation to councils and councillors on the application of the Code and the National Association of Local Councils (NALC) and the county associations of local councils can offer advice and support to town and parish councils.

Definitions

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 the Localism Act 2011 Section 27(4) 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”.

For the purposes of this Code of Conduct, “local authority” includes county councils, district councils, London borough councils, parish councils, town councils, fire and rescue authorities, police authorities, joint authorities, economic prosperity boards, combined authorities and National Park authorities.

Purpose of the Code of Conduct

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

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.

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

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.

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

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.

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;

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 verbal communication
- in non-verbal communication
- in electronic and social media communication, posts, statements and comments.

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

Your Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from your 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

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.

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 Councillor Code of Conduct, and local authority employees, where concerns should be raised in line with the local authority's councillor-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 your 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 your Monitoring Officer for guidance.

Appendices

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)**.

"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.

1. 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.
2. A 'sensitive interest' is as an interest which, if disclosed, could lead to the councillor, or a person connected with the councillor, being subject to violence or intimidation.
3. Where you have a 'sensitive interest' you must notify the Monitoring Officer with the reasons why you believe it is a sensitive interest. If the Monitoring Officer agrees they will withhold the interest from the public register.

Non participation in case of disclosable pecuniary interest

4. 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.
5. [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

6. 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

7. 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.
8. 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 Registerable Interests as set 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

9. Where a matter (referred to in paragraph 8 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

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.

10. [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
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	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 him/her in carrying out his/her duties as a councillor, or towards his/her 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.
Contracts	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the

	<p>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* or a body that such person has a beneficial interest in the securities of*) and the council —</p> <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>
Land and Property	<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 his/her 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>
Licenses	<p>Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer</p>
Corporate tenancies	<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 his/her 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>
Securities	<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 his/her spouse or civil partner or the person with whom the councillor is living as if they were</p>

	spouses/civil partners have a beneficial interest exceeds one hundredth of the total issued share capital of that class.
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* 'director' includes a member of the committee of management of an industrial and provident society.

* 'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme 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.

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
 - (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.

List of Payments made between 01/01/2026 and 31/01/2026

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
02/01/2026	Sevenoaks District Council	SDC	180.00	LGA1972 s 133	VH Business rates
12/01/2026	Hugo fox	HUGOFOX	0.00	Tel.CommsAct19	PC Silver subs
12/01/2026	Hugo fox	HUGOFOX	44.98	Tel.CommsAct19	silver/.go.uk
16/01/2026	BatteryStation	LLOYDS	25.18	PCAct 1957	LR20 batteries for tree
16/01/2026	Amazon	LLOYDS	20.57	LGA1972 s 133	calendars
16/01/2026	Amazon	LLOYDS	53.01	LGA1972 s133	batteries for tree and office
16/01/2026	Lloyds Credit Card	LLOYDS	3.00	LGA1972 s133	monthly charge
19/01/2026	Hugo fox	HUGOFOX	1.79	lga1972 s 133	extra storage
19/01/2026	Castle Water Limited	CASTLE	131.22	LGA1976s19	VH Water
20/01/2026	Castle Water Limited	CASTLE	55.81	LGA1976 s19	Pavilion Water
23/01/2026	British Gas	BRITGAS	294.38	LGA1972s 144	VH Electricity to 3 Jan 26
23/01/2026	Sevenoaks District Council	SDC	62.00	LGA 1976 s 19	Rates Pavilion
23/01/2026	British Gas	BRITGAS	23.96	LGA1974 s 19	pavilion electirity 5612
27/01/2026	TalkTalk	TALKTALK	47.89	LGA1976 s 19	telephone/WiFi
28/01/2026	ico	ICO	47.00	LGA1972 s 144	monthly gdpr subs
30/01/2026	Valda Energy	VALDA	94.08	PCAct 1957	6610 Streetlight electricity
30/01/2026	Valda Energy	VALDA	921.08	PC Act 1957s3	Stretligh elec
30/01/2026	Staff Wages	WAGES	4,167.45	LGA1972ss101,	Jan wages
31/01/2026	bank charges	UNITY	14.10	LGA1972 s 133	bank charge
31/01/2026	HMRC	HMRC	1,422.38	LGA1972ss101.	Jan Paye/NI
31/01/2026	NEST Pensions	NEST	299.57	LGA1972 ss 101,111,1	Jan pensions
31/01/2026	Kent Association Local Council	KALC	24.00	LGA1972 s 175	5483 website accessible
31/01/2026	Streetlights	STREET	726.00	PCAct 1957 s 3	15720
31/01/2026	zapps	ZAPPS	2,072.00	LGA1972 s 133	Jan invoice 036/37
31/01/2026	Sports Ground Services Ltd	SGS	285.00	LGA1972Schd 14	Inv 0141Dec/Jan
31/01/2026	MI Payroll & Bookkeeping Servi	MIPAY	69.00	LGA1974 s101,111,123	3803 Pension/Payroll
Total Payments			11,085.45		

List of Payments made between 01/02/2026 and 28/02/2026

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
02/02/2026	British Gas	BRITGAS	1,042.76	LGA1972 s133	7315 VH Gas
04/02/2026	Hugo fox	HUGOFOX	20.99	LGA1972 s 133	10 Email accounts
11/02/2026	Unity Trust Bank	UNITY	6.00	LGA 1972 ss 101,111	Unpaid Chq Miss J Clements
12/02/2026	Hugo fox	HUGOFOX	23.99	LGA1972 s 133	PC Silver package
13/02/2026	Stallholder refund	FETE	10.00	LGA1972 s 145	MR P Shorter Stallholder refun
16/02/2026	Castle Water Limited	CASTLE	131.22	LGA1972 s 133	VH Water 5327
16/02/2026	Adobe Systems software	LLOYDS	13.14	LGA1972 s 133	Monthly adobe charge 84330
16/02/2026	Malwarebytes	LLOYDS	39.99	LGA1972 ss 101,111	annual subs 2358
16/02/2026	Amazon	LLOYDS	52.25	LGA1972 s 133	black bin bags for the halls
16/02/2026	Lloyds Credit Card	LLOYDS	3.00	LGA1972 ss 101,111	monthly card charge
16/02/2026	kentMessenger Online	LLOYDS	26.00	LGA 1972 s 133	subscription
16/02/2026	Hugo fox	HUGOFOX	1.79	LGA1972 s 133	10gb extra memory
23/02/2026	British Gas	BRITGAS	483.10	LGA 1972 s 133	VH Electricity 9114
27/02/2026	British Gas	BRITGAS	24.12	LGA 1976 s19	Pavilion electricity 7022
28/02/2026	ZA Pristine Property Services	ZAPPS	2,144.00	LGa 1972 s 133	038/039
28/02/2026	STAFF WAGES	WAGES	4,167.25	LGA1972 ss101,111	february 2026
28/02/2026	NEST Pensions	NEST	299.57	LGA1972 ss 101,111	Feb 26 Nest Pension
28/02/2026	HMRC	HMRC	1,422.58	LGA1972 ss 101,111	PAYE/NI
28/02/2026	Sports Ground Services Ltd	SGS	490.00	Openspacesact1	Inv 0147
28/02/2026	Streetlights	STREETLIGH	1,272.00	PCAct 1957	Col 10 StnRd/46BullHill replac
28/02/2026	Kent Pest Management	KPM	84.00	LGA1972 s 133	6152 Jan pest service
28/02/2026	J Turnbull	TURNBULL	151.44	LGA1972 s 133	Pat Testing - halls 101+ items
28/02/2026	SimplyBouncyCastle	SIMPLYBOUN	810.00	LGA1972 s 145	St.Georges Day inflatable 1560
28/02/2026	TalkTalk	TALKTALK	47.89	LGA1972 ss101,111	telephoneWiFi
28/02/2026	LothLorien Landscape Services	LOTHLORIEN	5,594.08	LGA1972s133PH	15/26
28/02/2026	PPLPRS	PPLPRS	1,237.62	LGA 1972 s 145	Inv SIN3258253
28/02/2026	Unity Trust Bank	UNITY	16.50	LGA 1972 ss 101,111	service charge
Total Payments			<u>19,615.28</u>		

Fireworks Event Sunday 1st November 2026

Phoenix fireworks Quote:

2025 – Standard display £2370 inc VAT (for reference) approx. 12min

2026 – Standard display with 4% uplift £2465 inc VAT (if you choose to take the uplift)

2026 – *Lower noise display £2950 inc VAT (quieter products are more expensive to import)

2026 – *Pyro-musical display £3700 inc VAT (includes display design, speaker & power hire, build & extra technician)

The Events WG recommend that the Parish Council propose and vote for option 3 with music at £3,700 inc vat (£3083 net)

St. George's Day Fete

Confirmed

Simply bouncy castle hire £675.00 net

Mrs Back2front Punch & Judy/balloon making £250.00

Minute 149 from February 26 resolved to accept the previous quote of £200. However, when re-booked the price was quoted as £250 due to the original person being available and will be making balloons in between three shows.

The extra £50 needs to be approved/voted on)

Test your Strength/vintage Hoopla

Steam Train

Horton Kirby Cricket Club

Food & Beverage (15%)

Flying Horse Prosecco & Pimm's

The Bull & Jolly Millers providing the bar

British Legion tea, coffee and cake in the Jubilee Hall

Scouts running the BBQ

Billingsgate Fish & Chip van

The Red Pizza van

Steve's Ice Cream van

Sweet Stall

Stalls (£25 per pitch)

11 stalls selling crafts, skin care, gifts, activities, cake

HK Scouts, Sutton-at-Hone Brownies, Local History Society, DRiPS

HKSD Parish Council with Kelly Grundy, Community Safety Warden

St. Johns Ambulance in attendance

Waiting Confirmation

Rock Choir (IB)

St. Mary's Church (CP)

Gardening Club(CP)

Kent Fire Brigade – have submitted online request

Kangoo Jumps/Giant Dartboard – unsure for personal reasons

HK School (TM)

Local beat officers unable to attend, Bike marking people have been invited.

Teacup ride – emailed 17th Feb and 02 Mar 26

To Book (difficulty in finding contact details)

Pony rides

Face painting

Regular hirers – display (LJ)

Time line:

Early March – 1,000 recyclable flyers to be put in local pubs and shops. (TM AW CP),

At a cost of no more that 2025 leaflets which was £50.00*

Parish Council social media and noticeboards (LJ)

All H&S paperwork to be completed and submitted to SDC Safety Advisory Group (LJ DH)

Volunteers received training to man the inflatables (DH)

1 month before - Banners to be attached to PC owned property (IB)

In Summary, the WG recommend that the full parish council propose a vote to:

Book the 2026 – *Pyro-musical display £3700 inc VAT (includes display design, speaker & power hire, build & extra technician) £3083 net

Accept the price of £250 for the Punch and Judy

* Agree the price for leaflets to be printed at a cost of no more than **£XXX**

(recyclable may be more expensive?)