



ASTON CLINTON PARISH COUNCIL

Minutes of the Council Meeting

held at 6.30pm on **21st February 2024** at the
Parish Council Office, Aston Clinton Park, London Road HP22 5HL

PRESENT: Cllr C Read (Chair), Cllr K Hickson, Cllr J Hughes, Cllr C Judge, Cllr M Mason, Cllr D McCall, Cllr L Ronson & Cllr P Wyatt

IN ATTENDANCE: Mrs S Payne, Clerk/RFO; 3 members of the Aston Clinton Society and 1 member of the public.

23.103 Public Participation. A member of the Aston Clinton Society provided Council with a quote they had obtained for the clearing of the London Road footway and curbs between Mela and the Shell garage. Cllr Read reported that the Facilities Committee had agreed at their 14th February meeting to establish a 5-year plan for the siding out of all village footways and provision had been made within the 2024/25 budget for this activity.

Copies of a survey of Weston Road residents regarding highways issues carried out by the Aston Clinton Society were circulated to Council for their information.

23.104 To Receive Apologies for Non-Attendance. Received from Cllr Birchley & Cllr Collins.

23.105 To Receive Declarations of Interest or Requests for Dispensation. None received.

23.106 To Approve the Minutes of the Council Meeting Held on 17th January & Extraordinary Council Meeting held on 23rd January 2024

The minutes of the meetings held on 17th & 23rd January 2024 were approved as true and accurate records and were signed by the Chair.

23.107 Council

- i. 2024 Meeting dates: The meeting dates for 2024 were approved. It was agreed that the Annual Parish Meeting should be held in the RKP during the week commencing 20th May 2024. **ACTION: Clerk**
- ii. Reports from external bodies: Cllr McCall reported that he and Cllr Mason had attended the SPD Halton consultation event which had been very informative. The development of the airfield would be dealt with as part of the Bucks Local Plan.
Cllr Ronson reported that she had attended the recent Bucks Council Parish Liaison meeting.
- iii. Biodiversity Policy & Action Plan: Council considered the draft Biodiversity Policy and draft Action Plan. It was noted that a biodiversity audit was being carried out. **It was resolved to adopt the Biodiversity Policy and Action Plan.** **ACTION: Clerk**
- iv. Standing Orders review: Council reviewed the Standing Orders. **It was resolved to amend sections 18f & 18g of the Standing Orders to reflect the updated public contracts thresholds.** **ACTION: Clerk**
- v. Wendover Canal Trust's proposals for the Halton and Buckland Wharf bridges: Council had been circulated a copy of the letter Halton Parish Council had written to the Wendover Canal Trust outlining their objections to the proposed plans to replace bridges in Halton Village and on London Road, Aston Clinton in order to allow narrowboats to reach the end of the Wendover arm of the canal. Council agreed that these proposals would be expensive and disruptive. **It was resolved to write to the Wendover Canal Trust supporting the objections raised in the letter from Halton Parish Council.** **ACTION: Clerk**

23.108 Finance & Staffing

- i. Committee membership: It was noted that Cllr Wyatt had resigned as a member of the Finance & Staffing committee. As there was not another member of Council able to join

the committee **It was resolved that the minimum membership of the Finance & Staffing Committee be changed from 5 councillors to 4 councillors.** ACTION: Clerk

- ii. **Buckland & Aston Clinton Cricket Club grant application:** An application for £1799 for the purchase of a lawn tractor to cut the perimeter of the cricket ground was considered. **It was resolved that a grant of £1799 be provided to the Buckland & Aston Clinton Cricket Club for the purchase of a lawn tractor to cut the perimeter of the cricket ground. £1213 would be allocated from the 2023/24 grants budget and the remaining £586 from the 2024/25 grants budget.** ACTION: Clerk
- iii. **Financial reports:** The balance sheet and income and expenditure reports for January 2024 were noted. Income was £361,209 and expenditure £215,122. The earmarked reserves totally £216,000 were noted.
- iv. The February 2024 payments totaling £14,822.48 were approved and income of £5,861.06 noted.

Payments over £500

Date	Company	For	Amount £	Vat £	Total £
29/11/2023	Arrow Security Shutters	RKP downstairs fire shutter repair: parts	£819.67	£163.93	£983.60
14/02/2024	AC Pre-School	Part payment of Outdoor Equipment Grant	£1,404.00	£0.00	£1,404.00
19/01/2024	Goldleaf Groundcare	Final payment park grounds maintenance	£2,600.00	£520.00	£3,120.00
12/02/2024	Kenneth Workman	Park Keeper duties	£755.00	£0.00	£755.00
01/02/2024	Your Café in the Park	RKP Cleaning Jan 24	£600.00	£0.00	£600.00
16/01/2024	Drax	SL electricity Dec 23	£1,755.60	£351.12	£2,106.72
15/02/2024	Drax	SL electricity Jan 24	£1,755.60	£351.12	£2,106.72

23.109 Facilities & Events

- i. The draft minutes of the 14th February 2024 Facilities Committee were not available. They would be considered at the March Council meeting.
- ii. **Aston Hill Centenary Event 17 May 2025:** Council considered a request from the Aston Hill Centenary Event committee to use the park's car park on the morning of Saturday 17th May 2025 for the exhibition of approx. 60 vintage cars and 30 vintage motorcycles prior to departing for a rally up to Aston Hill. It was noted that Cllr Mason and Cllr Judge represented the Council on the Aston Hill Centenary Event Committee. **It was resolved to approve the request from the Aston Hill Centenary Event Committee to use the park car park for their event on Saturday 17th May 2025.** ACTION: Clerk
- iii. **Family Festival stalls:** Cllr Judge informed Council that stall pitches would be made available in the area between the playpark and the tennis courts. It was proposed that a charge be made for stalls run by local businesses and all income be donated to the Festival's nominated charity. **It was resolved that stalls run by not-for-profit organisations and community groups would be free of charge and those run by local businesses would be charged £20 with all proceeds being donated to the Festival's nominated charity.** ACTION: Events WG/Clerk
- iv. **Lady Louisa de Rothschild Fountain info board:** Cllr Mason and Cllr Judge informed Council that the installation of an information board at the fountain would complete the restoration of the site. It was noted that the restoration costs would be covered by S106 monies from 16/01774/AOP (land off Chapel Drive). Council considered the quotes for the board. **It was resolved that quote 1 from Fitzpatric Woolmer, for £1690 for an A1 interpretation panel be accepted.** ACTION: Clerk

The artwork and design of the panel would be considered by Council when available.

ACTION: Events WG

23.110 Highways & Streetlights

- i. London Road streetlights repairs: Cllr Hughes reported that he had received confirmation that the parts needed for the repair were on order and the repairs should be completed by mid-March.
- ii. Bucks Highways & LAT meetings: Cllr Hughes reported that over the past month he had attended meetings with Bucks Highways and the Local Area Technician. Cllr Hughes had expressed the Council's frustrations with the lack of highways work within the village and the need for greater communication with the Parish Council and residents.

The London Road, Church Lane and Twitchell Lane waiting restrictions work would be carried out at the same time as the traffic calming work

It was agreed that the Parish Council would take a pro-active approach when Bucks Council review their 5-year highways works plans and would ensure that the Bucks Councilors representing Aston Clinton were made aware of the Parish Council's views. It was noted that the roads included in the current 5-year plan were Green End Street, Brook Street and the junction of Stablebridge Road and Upper Icknield Way.

- iii. Aston Clinton Society meeting: Cllr Hughes reported that he had met with representatives of Aston Clinton Society to discuss their concerns regarding the condition of the roads and footpaths within the village. A report on the state of the roads and footpaths had been produced by the Society and had been circulated to both the Parish Council and Bucks Council for comment. It was agreed that moving forward the Parish Council would spear head communications with Bucks Council regarding highways issues to avoid duplication of effort and the overwhelming of resources. If after a period of 6 months this approach did not provide results the option of additional lobbying by the Society would be reinstated.
- iv. Contribution of funds to the Traffic Calming project: Cllr Hughes reported that a request for a contribution of £95,000 towards the traffic calming project had been requested by Bucks Council. The project was anticipated to cost £852,000; £413,000 would be provided from S106 funds and £344,000 from Bucks Council leaving a shortfall of £95,000. Cllr Hughes reported that Bucks Council stated that the shortfall was due to inflation, overspend by the design teams and a change in contractor last year.

Council acknowledged that the scheme represented a watered-down version of the original scheme but would still bring benefits to the village. If the additional funding was agreed then Bucks Council would be able to arrange for the installation to commence at the beginning of April 2024. It was noted that if the additional funding was not received then a new design would need to be developed and tendered.

It was resolved to contribute £95,000 from General Reserves to the Traffic Calming project on condition that any underspend would be returned to the Parish Council.

ACTION: Cllr Hughes/Clerk

- v. Litter bin outside Aston Clinton School: Council considered a request from the Aston Clinton Society to install a post mounted litter bin outside Aston Clinton School. **It was resolved to purchase the 50L post mounted green litter bin from Glasdon at a cost of £346, to be sited, if possible, on the existing footpath post to the right of the Council's noticeboard once the location had been approved by Bucks Council.** **ACTION: Clerk**

23.111 Planning Committee

The minutes of the 14th December 2023 and draft minutes of the 1st February 2024 Planning Committee meetings were noted.

23.112 It was resolved that under Section 1 of the Public Bodies (Admissions to Meetings) Act 1960, the public and representatives of the press and broadcast media are excluded from the meeting during the consideration of the following items of business on the grounds that they include the likely disclosure of exempt information, stated to be confidential.

23.113 RKP Lease

The base rent and turnover rents had been agreed. The updated Schedule 3 had been provided to the tenant, but a response had not been received as yet.

Council considered the issues raised by the consultant, following his discussion with the Tenant regarding the security of tenure and length of lease. It was resolved that the lease be a 5-year lease with the option of first refusal. **ACTION: Clerk**

The meeting closed at 8.05pm

Signed.....Date

DRAFT

ASTON CLINTON PARISH COUNCIL

HEALTH AND SAFETY POLICY

This Document has been prepared as a requirement under Section 2 of the Health and Safety at Work Act 1974 and with the guidance from the National Association of Local Council's Legal Topic Note 23.

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The person responsible for the overall Health and Safety Policy at Aston Clinton Parish Council is:

Name	Position	Address for correspondence
Samantha Payne	Parish Clerk	Aston Clinton Parish Council, Aston Clinton Park London Road, HP22 5HL

The Designated Health & Safety Officer is:

Name	Position	Address for correspondence
Haydn Stephens	Assistant Clerk	Aston Clinton Parish Council, Aston Clinton Park London Road, HP22 5HL

PART 1 - STATEMENT OF INTENT

1. STATEMENT

- 1.1 Aston Clinton Parish Council (the Council) believes that Health and Safety is an integral part of the discharge of its duties.
- 1.2 The Council therefore intends to meet those responsibilities as far as is reasonably practicable by incorporating good health & safety management within all its operations as directed by this policy.
- 1.3 It is the responsibility of all councillors, employees, volunteers, tenants, and contractors of the Council to be aware of the following policy statements on Health and Safety and of all organisational arrangements made to implement these policies.
- 1.4 The aim of this policy is to:
 - i. Provide and maintain a safe and healthy place of work.
 - ii. Minimise and manage health and safety risks.
 - iii. Provide an organisational structure to define the responsibilities and arrangements, for health and safety.
 - iv. Provide an organisational structure to create working and emergency procedures, related to health and safety.
 - v. Outline the provision of relevant training, information, and supervision.
 - vi. Detail relevant statutory legislation to health and safety to be referred to for guidance.
 - vii. Establish a procedure of review and revision for this policy to ensure health and safety remains effectively managed.

PART 2 – RESPONSIBILITIES FOR HEALTH AND SAFETY

2. COUNCIL RESPONSIBILITIES

- 2.1 In accordance with the requirements of The Health and Safety at Work Act (1974), and The Management of Health and Safety at Work Regulations (1998), the Council accepts its duty to ensure safe place of work and healthy working conditions for its employees.
- 2.2 As an employer, in line with Section 2(1) of the Health and Safety at Work Act, the Council shall provide for its employees:
 - i. The provision and maintenance of safe workspaces, including access and egress, so far as is reasonably practicable, to avoid risks to health.
 - ii. Contracts of employment which are compliant with statutory health and safety.
 - iii. Equipment, articles, personal protective equipment (PPE) and substances that are safe and without risk to health, when used properly, when necessary.
 - iv. Maintenance to equipment used in the execution of their duties, so far as is reasonably practicable.
 - v. Relevant training for required duties.

- vi. A copy of this policy and relevant health and safety documents, legislation, and risk assessments.
 - vii. That arrangements are in place for the safe use, handling, storage and disposal of all substances and equipment that may endanger health or welfare.
- 2.3 The Council also accepts its health and safety responsibilities to other persons including volunteers, tenants, and contractors who work on behalf of the Council, as far as is reasonably practicable.
- 2.4 Considering this, the Council shall ensure that volunteers, tenants, and contractors are:
- i. Informed of its Health and Safety Policy.
 - ii. Given relevant information about its facilities, users, and available equipment to reduce risk to health and safety to themselves and others.
 - iii. Shown the Health and Safety Law poster, as required by The Health and Safety Information for Employees Regulations 1989, Section 4.
 - iv. Not exposed to risks to their health and safety during the execution of their duties and works, as is reasonably practicable.
 - v. Provided proof of the maintenance of Council facilities, where relevant, including access and egress, to avoid risks to health.
 - vi. Asked for proof of their own public liability insurance cover, risk assessments and relevant competency-based training.
 - vii. That arrangements are in place for the safe use, handling, storage, and disposal of all substances and equipment that may endanger health or welfare.
- 2.5 It is the Council's responsibility to make resources available to fulfil the commitment to health and safety of relevant persons. This shall be performed through budgetary allowances and assessment by the Clerk.
- 2.6 It is the Council's responsibility to set up and monitor policies and procedures to mitigate and control any risks that are identified. This shall be enacted by the Clerk when identified.
- 2.7 It is the Council's responsibility to be fully aware of all parts of the policy, and ensure this policy is implemented.
- 2.8 The Council shall review and revise this policy annually, or more frequently should the necessity arise.
- 2.9 The Council shall ensure that a copy of this policy is made visible and available to all employees, volunteers, tenants, and contractors upon request.

3. CLERK RESPONSIBILITIES

3.1 The Clerk (including Assistant Clerk and Administrative Assistant) shall:

- i. Attend to day-to-day matters of Health and Safety on behalf of the Council.
- ii. Ensure this policy is implemented, monitored, developed, and communicated effectively to all persons, employees, volunteers, tenants, and contractors.
- iii. Acquire and keep copies of all risk assessments and proofs of Public Liability Insurance in folders labelled accordingly, of all employees, volunteers, tenants, and contractors which provide services to the Council.
- iv. Ensure all employees, volunteers, tenants, and contractors participate in the development of good working practices.
- v. Ensure all relevant documentation relating to Health and Safety is available.
- vi. Ensure all necessary personal protective equipment is provided to employees, and that training is provided for proper handling, maintenance, and storage.
- vii. Produce risk assessments for the Council's works and activities as and when necessary and review them annually.
- viii. Ensure all accidents, injuries, ill health and 'near miss' incidents are recorded, investigated, and ensure remedial works are performed to reduce risk to health and safety.
- ix. Ensure that safety issues are thoroughly investigated and where necessary, further effective controls implemented and communicated to the Council, employees, volunteers, tenants, and contractors.
- x. Provide research and knowledge regarding the budgetary provision for health and safety.

4. EMPLOYEES RESPONSIBILITIES

4.1 All employees are required to:

- i. Take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work.
- ii. Carry out works in compliance with statutory legislation, procedures, and policy to ensure the health and safety of others on and off site.
- iii. Report all accidents, hazards and near misses to the Clerk and Council.
- iv. Co-operate with the Council's instructions relevant to health and safety.
- v. Observe safe standards of behaviour and dress. Where required, wear protective equipment, and use appropriate safety devices provided.

5. VOLUNTEERS RESPONSIBILITIES

5.1 All volunteers are required to:

- i. Take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work.
- ii. Carry out works in compliance with statutory legislation, procedures, and policy to ensure the health and safety of others on and off site.
- iii. Report all accidents, hazards and near misses to the Clerk and Council.
- iv. Co-operate with the Council's instructions relevant to health and safety.

- v. Observe safe standards of behaviour and dress. Where required, wear protective equipment, and use appropriate safety devices provided.

6. TENANTS RESPONSIBILITIES

6.1 Section 4(3) of the Health and Safety at Work Act confers additional responsibilities for the Council for the health and safety of non-employees concerned with a premises of the Council, which have a contract or tenancy as stated in Section 2 of this policy.

6.2 All tenants are required to:

- i. To take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work.
- ii. Carry out works in compliance with statutory legislation, procedures, and policy to ensure the health and safety of others on and off site.
- iii. **Create appropriate evacuation plans for occupants in the event of fire or emergencies.**
- iv. Keep record of all accidents, hazards and near misses.
- v. Co-operate with the Council's instructions relevant to health and safety.
- vi. Observe safe standards of behaviour and dress. Where required, wear protective equipment, and use appropriate safety devices provided.
- vii. Inform the Council and Clerk of any risks to health and safety related to their premises or facilities they are tenants of.

7. CONTRACTOR RESPONSIBILITIES

7.1 Sections 3(1) and 3(3) of the Act Health and Safety at Work etc Act 1974 confers additional responsibilities for the Council for the health and safety of non-employees concerned with a premises of the Council.

7.2 All contractors are required to:

- i. Take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work.
- ii. Carry out works in compliance with statutory legislation, procedures, and policy to ensure the health and safety of others on and off site.
- iii. Report all accidents, hazards and near misses to the Clerk and Council.
- iv. Co-operate with the Council's instructions relevant to health and safety.
- v. Provide sight of the contractor's own public liability insurance and risk assessments. This includes additional proof of permits, competency and qualifications for specialist works e.g., Asbestos removal, Chainsaw Qualifications.
- vi. Provide details of hazardous articles and substances intended to be brought to site, including any arrangements for safe transportation, handling, use, storage, and disposal.
- vii. Provide clarification for supervision and regular communication during work including arrangements for reporting problems or stopping work in cases where there is a serious risk of injury to themselves and others.
- viii. Inform the Council and Clerk of any risks to health and safety related, to or arising, from their works.

PART 3 – ARRANGEMENTS FOR HEALTH AND SAFETY

8. GENERAL ARRANGEMENTS

- 8.1 Arrangements shall be made and enacted to address and achieve the responsibilities to the Council, Clerk, employees, volunteers, tenants, and contractors. Arrangements are also made to reduce risk to health and safety of all persons who use Council facilities or premises.
- 8.2 No work shall be engaged by an employee, volunteers, tenant, or contractor if they lack the technical knowledge or experience to complete a task without danger or injury.
- 8.3 The Council will stop any employee, volunteer, tenant, or contractor from working immediately if their work appears unsafe. Reports of any concerns of unsafe working shall be sent to the Clerk immediately.

9. COSHH

- 9.1 In line with the Control of Substances Hazardous to Health 2002, hazardous substances used by employees, volunteers, tenants, and contractors are to be carefully handled, stored, and transported.
- 9.2 The Council will provide COSHH information through posters where necessary detailing the risks and associated actions required to avoid risks to health from hazardous substances.
- 9.3 Hazardous substances shall be stored correctly by employees and volunteers, when stored on or in Council facilities.
- 9.4 Equipment is to be provided to clean up spillages safely, as well as personal protective equipment required for the handling of hazardous substances.
- 9.5 Spillages are to be reported to the Clerk immediately for remedial actions.
- 9.6 Training for the safe handling, storage, and transport of hazardous substances shall be provided by the Council as is necessary and reasonably practicable.
- 9.7 Appropriate storage facilities for hazardous chemicals shall be provided by the Council.
- 9.8 The use of hazardous substances, as well as the storage and transport of, shall be risk assessed by the Clerk.

10. FIRE SAFETY

- 10.1 To avoid the risk of fire to health and safety of employees, volunteers, tenants, and contractors, the Council and Clerk shall make arrangements to:
- i. Keep sources of ignition and flammable substances apart.
 - ii. Avoid accidental fires through training, good housekeeping and proper usage and storage of flammable substances.
 - iii. Organise PAT tests of electrical appliances in Council facilities, as is necessitated, to reduce risk of electrical fires.
 - iv. Provide, test, and conduct remedial works of fire warning systems e.g. Smoke Alarms.
 - v. Have the correct fire-fighting equipment for putting a fire out quickly including Fire Extinguishers. Fire-fighting equipment shall be maintained and replaced when necessary.

- vi. Always keep fire exits and escape routes clearly marked and unobstructed at all times.
- vii. Provide a fire evacuation drill and training for such drill to employees, volunteers, tenants, and contractors, as is reasonably practicable.
- viii. Provide signage to indicate the fire evacuation procedure, fire exits and escape routes.
- ix. Provide a fire risk assessment of Council facilities to perform remedial works that improve fire safety.

11. FIRST AID

- 11.1 In line with The Health and Safety (First Aid) Regulations 1981, first aid kits shall be provided in all areas owned by the Council.
- 11.2 First aid kits provided shall contain sufficient quantities of first aid materials, of which shall be replaced when expired or used, to ensure full capability.
- 11.3 All accidents or hazardous incidents are to be reported to the Clerk and the Council. These shall be recorded by the Clerk in an accident book and log, to take note of remedial training and works required. This is in line with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
- 11.4 All 'near misses' are to be reported to the Clerk and the Council. These shall be recorded by the Clerk to take note of remedial training and works required.

12. RISK ASSESSMENTS

- 12.1 Production of risk assessments will be co-ordinated by the Clerk for all Council activities, facilities, workspaces, and premises. These assessments will be recorded, monitored, and reviewed regularly.

13. INTOXICANTS

- 13.1 Smoking, use of e-cigarettes and vaping shall only be permitted at designated smoking areas.
- 13.2 No person shall use equipment for works whilst smoking or vaping.
- 13.3 No person shall perform any work for the Council under the influence of alcohol, illegal drugs, or other psychoactive substances ("legal highs").

14. PERSONAL SAFETY

- 14.1 Violence and other threats to personal safety of all persons are to be treated with zero tolerance. Any such incidences are to be reported immediately to the Police. All incidents are to be recorded by the Clerk and relevant training is to be sought to reduce risk.
- 14.2 Anti-social behaviour on Council premises or in Council facilities is treated with zero tolerance given the risk to the health and safety of others. Such incidences shall be immediately reported to the Police and recorded by the Clerk.
- 14.3 CCTV shall be in use in Aston Clinton Park to assess risks to health and safety to all persons using the Council premises. CCTV reports shall be used to aid the Clerk with risk assessing activities and works performed on the premises.

15. TRAINING

- 15.1 Appropriate health and safety training shall be provided by the Council, at discretion and when reasonably practicable. Training shall be organised by the Clerk and recorded.

16. WORKPLACE

- 16.1 The Health and Safety (Display Screen Equipment) Regulations 1992 applies to workers who use Display Screen Equipment daily, for an hour or more at a time. Screen usage of employees shall therefore be risk assessed and reviewed to ensure keeping with this statute.
- i. Regular rest breaks are to be taken, complying with the Working Time Regulations 1998.
 - ii. These breaks are not to be taken at a time that would lead to endangerment of others or damage of property.
 - iii. Breaks are arranged to reduce health impacts from repetitive working such as repetitive stress injuries, fatigue, and stress.
 - iv. These breaks are also to allow time away from screen usage to reduce risk to eyesight as stated in Regulation 4 of the Display Screen Regulations 1992.
- 16.2 Employee workloads are to be assessed by the Clerk and referred to the Council for review. This is in line with Health and Safety Executive advice to assess stress and mental health of employees associated with workloads.

17. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 17.1 The Personal Protective Equipment at Work Regulations 1992 requires that suitable equipment is provided by the Council for employees and volunteers in line with their duties.
- 17.2 Personal protective equipment provided by the Council shall be properly maintained and replaced to avoid failure.
- 17.3 Tasks that require protective equipment shall be risk assessed by the Clerk to evaluate the necessity of the task and instructions.
- 17.4 Training to use protective equipment shall be provided by the Council and organised by the Clerk at discretion and if reasonably practicable.
- 17.5 Requests for protective equipment and replacement may be made to the Council or the Clerk.

18. MANUAL HANDLING

- 18.1 Legislation around manual handling is covered under The Manual Handling Operations Regulation 1992.
- 18.2 The Council and Clerk shall make arrangements to risk assess potential manual handling hazards, e.g. weights of equipment, and ensure that relevant training is provided to employees and volunteers as is reasonably practicable.

19. SIGNAGE

- 19.1 Signage shall be provided to indicate hazards and risks to the health of all persons on and around the Council's premises and facilities.

- 19.2 Assessed risks that arise shall warrant necessary signage for warning and instruction.
- 19.3 The Clerk shall organise for signage to be created and installed as is needed.

20. TEMPERATURE AND VENTILATION

- 20.1 The Workplace (Health, Safety and Welfare) Regulations 1992 require that indoor workspaces are properly ventilated, and temperature controlled to avoid risk to personal health.
- 20.2 The Council shall ensure that all facilities are properly ventilated and can heat or cool to suit those working indoors.
- 20.3 Risk assessments shall be made by the Clerk to assess risk of high or low temperatures and quality of ventilation of indoor workspaces.
- 20.4 Works shall be provided to improve ventilation and temperature control if the need is adequately assessed or asked for. The Clerk shall organise these works with the approval of the Council.

21. FACILITIES AND PREMISES

- 21.1 Remedial works and equipment shall be provided by the Council to reduce the risk of harm to users of Council premises and facilities e.g. Aston Clinton Park. Arrangements for other risks that exist on Council premises and facilities include:
- 21.2 Annual ROSPA checks of publicly available **park** equipment shall be provided by the Council with remedial work organised by the Clerk.
- 21.3 Risk assessments shall be produced by the Clerk for activities and events that involve the public.
- 21.4 **The Clerk shall liaise with the emergency services for advice regarding up-to-date threat levels and adjust all risk assessments and emergency plans accordingly for events of over 100 expected attendees.**
- 21.4 Items that are linked to high levels of risk to health and safety, e.g. gazebos, bouncy castles, shall be independently risk assessed with providers being required to practice required measures for risk reduction.
- 21.5 Trees on Council premises shall be assessed by annual tree survey and regularly inspected by the Council for risks to health and safety. The Clerk shall organise remedial work to **safeguard against** hazards.
- 21.6 Users of Council premises are not to swim in any body of water present. This is to avoid risk of drowning, Weil's disease (through ingestion of infected water) and other injuries.
- 21.7 Damage to Council property, whether intentional, accidental, or otherwise, shall be immediately reported to the Council and Clerk to assess risk to health and safety arising from it. Remedial work and cordoning off hazards should be undertaken as soon as reasonably practicable.
- 21.8 Topple tests shall be provided by the Council and organised by the Clerk for all headstones that exist on Council premises. Remedial work and cordoning off hazards should be undertaken as soon as reasonably practicable.
- 21.9 Slip and trip hazards related to Council premises and facilities shall be risk assessed by the Clerk with areas found dangerous to be cordoned off.

22. DOGS

- 22.1 Dogs are to be allowed on Council premises and in Council facilities, at the discretion of the Council and/or tenants of Council facilities where relevant.
- 22.2 Dog mess is to be removed by owners and placed in dog waste bins.
- 22.3 Unruly dogs are not to be allowed on Council premises, or in Council facilities unless on a lead.
- 22.4 Dangerous dogs, as defined in Sections 1 and 2 of the Dangerous Dogs Act 1991, are not permitted given the risk to health and safety of others. Complaints regarding dogs should be reported to the Council and Clerk.
- 22.5 In line with Section 3 of the Dangerous Dogs Act 1991, attacks by dogs on other persons, animals, or damage to property, shall be immediately reported to the Police and recorded by the Clerk.

23. LEGIONELLA

- 23.1 Where it is deemed necessary, assessments and chlorination services of potable water systems in Council facilities shall be made by a competent contractor, this shall be organised by the Clerk.

24. LONE WORKING

- 24.1 Lone working by employees and volunteers shall be risk assessed on a case-by-case basis. Potential risks to lone workers from specific tasks e.g. working at height or use of equipment, shall be taken into account.
- 24.2 Employees and volunteers shall be encouraged to not attempt lone working when assessed high risk.

25 VEHICLES

- 25.1 Vehicles owned by the Council for use by employees, volunteers, contractors, or councillors; shall be scheduled for regular maintenance as directed by the manufacturer.
- 25.2 Speed limiters on vehicles shall not be adjusted without permission of the Council and the Clerk.
- 25.3 No person shall use vehicles owned by the Council in a reckless or dangerous manner.
- 25.4 No vehicle shall be used on public roads unless holding a valid MOT and third-party insurance.

This policy is to be reviewed annually.

Further advice is available via the Health and Safety Executive (<https://www.hse.gov.uk>)



ASTON CLINTON PARISH COUNCIL

Minutes of the **Finance and Staffing Committee** meeting
held at 2.00pm on **11th March 2024** at the
Parish Council Office, Aston Clinton Park, HP22 5HL

PRESENT: Cllr C Read (Chair), Cllr M Mason (acting minute taker), Cllr D McCall & Cllr L Ronson

FS23.32 Questions and Comments from the Public. No members of the public were present.

FS23.33 To Receive Apologies for Non-Attendance. None received.

FS23.34 To Receive Declarations of Interest or Requests for Dispensation. None declared.

FS23.35 To Approve the Minutes of the Meeting Held on 21st November 2023

The minutes of the meeting held on 21st November 2023 were approved as a true and accurate record and were signed by Chair.

FS23.36 To Consider for Adoption the Draft Debit Card Use Policy

The Committee considered the document. It was agreed that point 2.4 should be amended to read: "The Clerk or any member of the Finance & Staffing Committee, with the Clerk's authorisation, may use the debit card and make payments. No other individuals may use the card." **It was resolved to adopt the Debit Card Use Policy, with the amendment to point 2.4 as detailed above.**

ACTION: Clerk

FS23.37 To Consider the Internal Auditor's Letter of Engagement

The Committee considered the letter of engagement from Joanna Simonds to act as the Council's internal auditor. **It was resolved to accept the terms of the Internal Auditor's Letter of Engagement.**

ACTION: Clerk

FS23.38 To Note the Sporting Fees VAT Refund of £2,383 for the Period Oct 2019 to May 2023

The Committee noted that the claim for sporting fees VAT charged between October 2019 and May 2023 had been approved by HMRC and £2,383 had been received.

FS23.39 To Consider the .Gov.uk Domain Name & Email Management Quotes

The Committee considered the 4 quotes from the Cabinet Office's approved registrars list. **It was resolved to accept the quote from Cloud Next to act as the Council's registrar in the application for the www.astonclinton-pc.gov.uk domain name, email migration and hosting for the 3 office and 11 Councillor emails.**

ACTION: Clerk

FS23.40 To Consider for Adoption the Draft Disciplinary Policy

The draft Disciplinary Policy, which had been circulated to the Committee in advance of the meeting, was considered. **It was resolved to adopt the Disciplinary Policy.**

FS23.41 To Consider for Adoption the Draft Grievance Policy

The draft Grievance Policy, which had been circulated to the Committee in advance of the meeting, was considered. **It was resolved to adopt the Grievance Policy.**

FS23.42 To Consider for Adoption the Draft Dignity at Work: Bullying & Harassment Policy

The draft Dignity at Work: Bullying & Harassment Policy, which had been circulated to the Committee in advance of the meeting, was considered. **It was resolved to adopt the Dignity at Work: Bullying & Harassment Policy.**

FS23.43 To Consider Arrangements for Staff Appraisals

The Committee agreed that the staff appraisals would be carried out during April.

The meeting closed at 3.35pm

Signed.....Date

Aston Clinton Parish Council

Debit Card Use Policy

Adopted: March 2024 Next Review: March 2026

1. Introduction

- 1.1 In view of the increase of Internet purchasing due to the potential savings that online purchasing may offer, Aston Clinton Parish Council may authorise the issue of debit cards to employees for business use.
- 1.2 This policy refers only to the issue and use of Council debit cards.

2. Procedure

Issuing

1. A debit card may only be issued with prior authorisation from the Parish Council.
2. Only one (1) debit card may be held by the Council at any time, in relation to its current account.
3. Use of the Council's debit card is limited to occasions when it is not possible or practical to pay by BACS, or where suppliers are unable to offer a credit account.
4. The Clerk or any member of the Finance & Staffing Committee, with the Clerk's authorisation, may use the debit card and make payments.
5. is the only person authorised to use the debit card and make payments. No other individuals may use the card.
6. The Clerk is solely responsible for the safe keeping of the debit card.
7. The PIN will remain the knowledge of the Clerk only and must be kept confidential, as must the card security number.
8. If the debit card becomes lost or stolen, it must be reported to the issuing bank immediately upon discovery and the Chair of the Parish Council. The Council will provide the bank with all the information in its possession as to the circumstances of the theft, misuse, loss of the card or disclosure of the PIN number and take all steps deemed necessary by the bank to assist in the recovery of the missing card.
9. The issuing bank must be told to cancel the debit card to prevent any unauthorised usage. A card that is reported as lost, stolen or liable to misuse will not be subsequently used, but will be destroyed by cutting it up into pieces. Written confirmation of its destruction will be forwarded to the bank and notified to the Council.
10. In the event of the Clerk's termination of employment, the Clerk must return any issued debit card to the Chair of the Parish Council and the card will be destroyed by cutting it up into pieces. Written confirmation of its destruction will be forwarded to the bank and notified to the Council.

Usage

11. The Clerk shall be permitted to use the debit card for making online and/or telephone payments only. For online purchases, only secure websites must be used.
12. Cash withdrawals are not permitted on the card.
13. Purchases on the debit card must comply with the Council's Financial Regulations.
14. Each transaction is limited to £750 at any time, unless pre-authorised by the Council in advance.

15.

Reconciliation & Inspection

16. Receipts of debit card transactions must be kept, and all card payments must be included on the payments listing for presentation to Council for noting and public scrutiny.
17. If any purchases contain any charges for VAT, a proper VAT receipt or invoice should be obtained.
18. The Clerk will check receipts against the debit card statements and will investigate any discrepancies and report them to the Finance & Staffing Committee

Fraudulent Use or Misuse

19. The debit card cannot be used for non-Council or personal expenditure. Any misuse or fraudulent uses may result in disciplinary action being taken.
20. This document and guidance should be read in conjunction with adopted Financial Regulations and Standing Orders.

Aston Clinton Parish Council

Disciplinary Policy

Adopted: March 2024 Next Review: March 2026

1. Introduction

- 1.1 The Council's aim is to help and encourage all employees to achieve and maintain high standards of conduct whilst at work or representing the Council and to ensure consistent and fair treatment for all.
- 1.2 This policy is based on and complies with the [2015 ACAS Code of Practice](#). It also takes account of the [ACAS Guide on Discipline and Grievances at Work](#).
- 1.3 Wherever possible, the Council will try to resolve its concerns about employees' behaviour informally, without starting the formal procedure set out below.

2. Principles

- 2.1 The procedure is designed to establish the facts quickly and deal consistently with disciplinary issues.
- 2.2 No disciplinary action will be taken against an employee until the matter has been fully investigated.
- 2.3 Council recognises that misconduct and unsatisfactory work performance are different issues. The Disciplinary Policy will also apply to work performance issues to ensure that all alleged instances of employees' under performance are dealt with fairly and in a way that is consistent with required standards. However, the Disciplinary Policy will only be used when performance management proves ineffective. For more information, see [ACAS Performance Management](#).
- 2.4 At every stage employees will be informed, in writing, of what is alleged and have the opportunity to state their case. They will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of any disciplinary meeting.
- 2.5 Employees may be accompanied or represented by a companion (a workplace colleague, a trade union representative or a trade union official) at any investigatory, disciplinary or appeal meeting. The companion is permitted to address such meetings, to put the employee's case and confer with the employee. The companion cannot answer questions put to the employee, address the meeting against the employee's wishes or prevent the employee from explaining their case.
- 2.6 The Council will give employees reasonable notice of any meetings in this procedure. Employees must make all reasonable efforts to attend. Failure to attend any meeting may result in it going ahead and a decision being taken. An employee who does not attend a meeting will be given the opportunity to be represented and to make written submissions.
- 2.7 If the employee's companion is not available for the proposed date of the meeting, the employee can request a postponement and can propose an alternative date that is within five working days of the original meeting date, unless it is unreasonable not to propose a later date.
- 2.8 Information about an employee's disciplinary matter will be restricted to those involved in the disciplinary process. The employee's disciplinary records will be held by the Council in accordance with the Council's Data Protection Policy.
- 2.9 An employee will have the right to appeal against any disciplinary penalty imposed.

- 2.10 The disciplinary procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.
- 2.11 No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty of dismissal without notice or payment in lieu of notice may be applied.
- 2.12 If an employee who is already subject to the Council's disciplinary procedure raises a grievance, the disciplinary process may be suspended temporarily in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently
- 2.13 If an employee is suspended following allegations of misconduct, it will be on full pay and only for such time as is necessary. Suspension is not a disciplinary sanction. The Council will write to the employee to confirm any period of suspension and the reasons for it.

3. Examples of Misconduct & Gross Misconduct

3.1 Misconduct is employee behaviour that can lead to the employer taking disciplinary actions. The following list provides some examples of misconduct (the list is not exhaustive and offences of a similar nature will result in disciplinary action being instigated):

- i. Unauthorised absence from work;
- ii. Persistent short term and/or frequent absences from work without a medical reason;
- iii. Lateness for work or poor timekeeping;
- iv. Inappropriate standard of dress;
- v. Minor breaches of health and safety rules and procedures;
- vi. Failure to perform your job to the standard expected or in line with your job description/objectives;
- vii. Disruptive behaviour;
- viii. Harassment or victimisation;
- ix. Misuse of Council's resources and facilities including telephone, email and internet;
- x. Refusal to carry out reasonable requests or instructions;
- xi. Failure to follow agreed Council procedure.

3.2 Gross Misconduct is misconduct that is so serious that it is likely to lead to dismissal without notice. The following list provides examples of offences which are normally regarded as gross misconduct (this list is not exhaustive and other offences of a similar gravity will result in disciplinary action being instigated at gross misconduct level which carry a potential penalty of dismissal):

- i. Theft, fraud, deliberate falsification of records, or other acts of dishonesty;
- ii. Bullying, discrimination and harassment;
- iii. Being under the influence of illegal drugs or excessive alcohol at work;
- iv. Violent behaviour;
- v. Gross negligence which results in the Council or employees being put at risk;
- vi. Gross insubordination;
- vii. Serious breaches of Council policies and procedures e.g. Health & Safety Policy, Equality & Diversity Policy, Data Protection Policy and any policies regarding the use of technology;

- viii. Serious and deliberate damage to property of the Council, its employees or members;
- ix. Use of the internet or email to access pornographic, obscene or offensive material;
- x. Disclosure of confidential information;
- xi. Gross incompetence in the conduct of work;
- xii. Unauthorised entry to computer records;
- xiii. Any action whether committed on or off the premises, which is likely to or does bring the Council into disrepute;
- xiv. Accepting bribes or incentive payments from suppliers;
- xv. Unauthorised use of Council funds or credit.

4. Suspension

- 4.1 If allegations of gross misconduct or serious misconduct are made, the Council may suspend the employee while further investigations are carried out. Suspension will be on full pay. Suspension does not imply any determination of guilt or innocence as it is merely a measure to enable further investigation.
- 4.2 While on suspension the employee is required to be available during normal working hours in the event that the Council needs to make contact. The employee must not contact or attempt to contact or influence anyone connected with the investigation in any way or to discuss the matter with any other employee or councillor.
- 4.3 The employee must not attend work. The Council will make arrangements for the employee to access any information or documents required to respond to any allegations.

5. Examples of Unsatisfactory Work Performance

- 5.1 The following list contains examples of unsatisfactory work performance; the list is not exhaustive.
 - i. Inadequate application of management instructions/office procedures;
 - ii. Inadequate IT skills;
 - iii. Unsatisfactory management of staff;
 - iv. Unsatisfactory communication skills.

6. The Procedure

- 6.1 Preliminary inquiries: The Council may make preliminary inquiries to establish the basic facts of what has happened in order to understand whether there may be a case to answer under the disciplinary procedure.
- 6.2 If the employee's manager believes there may be a disciplinary case to answer, the Council may initiate a more detailed investigation undertaken to establish the facts of a situation or to establish the perspective of others who may have witnessed misconduct.
- 6.3 Informal procedures: Where minor concerns about conduct become apparent, it is the manager's responsibility to raise this with the employee and clarify the improvements required. A file note will be made and kept by the manager. The informal discussions are not part of the formal disciplinary procedure. If the conduct fails to improve, or if further matters of conduct become apparent, the manager may decide to formalise the discussions and invite the employee to a first stage disciplinary hearing.

7. Disciplinary Investigation

- 7.1 A formal disciplinary investigation may sometimes be required to establish the facts and whether there is a disciplinary case to answer.
- 7.2 If a formal disciplinary investigation is required, the Council's Finance & Staffing Committee will appoint an Investigator who will be responsible for undertaking a fact-finding exercise to collect all relevant information. The Investigator will be appointed as soon as possible after the allegations have been made.
- 7.3 In cases of alleged unsatisfactory performance or of allegations of minor misconduct, the appointment of an Investigator may not be necessary, and the Council may decide to commence disciplinary proceedings at the next stage (the disciplinary meeting (see point 8)).
- 7.4 The Investigator will be independent and will normally be a councillor. If the Finance & Staffing Committee considers that there are no councillors who are independent (for example, because they all have direct involvement in the allegations about the employee), it will appoint someone from outside the Council.
- 7.5 The Finance & Staffing Committee will inform the Investigator of the terms of reference of the investigation. The terms of reference should specify:
 - the allegations or events that the investigation is required to examine;
 - whether a recommendation is required;
 - how the findings should be presented (e.g. an Investigator will often be required to present the findings in the form of a written report);
 - who the findings should be reported to and who to contact for further direction if unexpected issues arise or advice is needed.
- 7.6 The investigator will be asked to submit a report within 20 working days of appointment where possible.
- 7.7 The Finance & Staffing Committee will notify the employee in writing of the alleged misconduct and details for the person undertaking the investigation. The employee may be asked to meet the Investigator as part of the disciplinary investigation. The employee will be given at least five working days' notice of the meeting with the Investigator so that they have reasonable time to prepare for it.
- 7.8 The letter will explain the investigatory process and that the meeting is part of that process. The employee will be provided with a copy of the Council's Disciplinary Policy. The Council will also inform the employee that when they meet with the Investigator they will have the opportunity to comment on the allegations of misconduct.
- 7.9 Employees may be accompanied by a companion (a workplace colleague, a trade union representative or a trade union official) at any investigatory meeting.
- 7.10 If there are other persons (for example employees, councillors, members of the public or the Council's contractors) who can provide relevant information, the Investigator should try to obtain it from them in advance of the meeting with the employee.
- 7.11 The Investigator has no authority to take disciplinary action. Their role is to establish the facts of the case as quickly as possible and prepare a report that recommends to the Finance & Staffing Committee whether or not disciplinary action should be considered under the policy.
- 7.12 The Investigator's report will contain their recommendations and the findings on which they were based. They will recommend either:
 - the employee has no case to answer and there should be no further action under the Council's disciplinary procedure;

- the matter is not serious enough to justify further use of the disciplinary procedure and can be dealt with informally; or
 - the employee has a case to answer and there should be action under the Council's disciplinary procedure.
- 7.13 The Investigator will submit the report to the Finance & Staffing Committee which will decide whether further action is to be taken.
- 7.14 If the Finance & Staffing Committee decides that it will not take disciplinary action, it may consider whether mediation would be appropriate in the circumstances.

8. The Disciplinary Meeting

- 8.1 If the Finance & Staffing Committee decides that there is a case to answer, it will arrange a meeting to formally hear the allegations.
- 8.2 No councillor with direct involvement in the matter shall be appointed to hear the allegations. The employee will be invited, in writing, to attend a disciplinary meeting. The Finance & Staffing Committee's letter will confirm the following:
- The names of its Chair and other two members;
 - details of the alleged misconduct, its possible consequences and the employee's statutory right to be accompanied at the meeting;
 - a copy of the information provided to the committee, which may include the investigation report, supporting evidence and a copy of the Council's disciplinary procedure;
 - the time and place for the meeting. The employee will be given reasonable notice of the hearing so that they have sufficient time to prepare for it;
 - that witnesses may attend on the employee's and the Council's behalf, and that both parties should inform each other of their witnesses' names at least two working days before the meeting;
 - that the employee may be accompanied by a companion (a workplace colleague, a trade union representative, or a trade union official).
- 8.3 The purpose of the disciplinary meeting hearing is for the allegations to be put to the employee and then for the employee to give their perspective. It will be conducted as follows:
- The Chair will introduce the members of the Finance & Staffing Committee to the employee and explain the arrangements for the hearing;
 - The Chair will set out the allegations and invite the Investigator to present the findings of the investigation report (if there has been a previous investigation)
 - The Chair will invite the employee to present their account;
 - The employee (or the companion) will set out their case and present evidence including any witness and/or witness statements;
 - Any member of the Finance & Staffing Committee and the employee (or the companion) may question the Investigator and any witness;
 - The employee (or companion) will have the opportunity to sum up.
- 8.4 The Chair will provide the employee with the Finance & Staffing Committee's decision with reasons, in writing, within five working days of the meeting. The Chair will also notify the employee of the right to appeal the decision.
- 8.5 The disciplinary meeting may be adjourned to allow matters that were raised during the meeting to be further investigated by the committee.

9 Disciplinary Action

- 9.1 If the Finance & Staffing Committee decides that there should be disciplinary action, it may be any of the following:

9.1.1 First Written Warning: If the employee's conduct has fallen beneath acceptable standards, a first written warning will be issued. The first written warning will set out:

- the reason for the written warning; the improvement required (if appropriate) and the time period for improvement;
- that further misconduct/failure to improve will result in more serious disciplinary action;
- the employee's right of appeal;
- that a note confirming the written warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for a specified period of time, (e.g. 12 months).

9.1.2 Final Written Warning: If the offence is sufficiently serious, or if there is further misconduct or a failure to improve sufficiently during the currency of the prior warning, the employee will be given a final written warning. A final written warning will set out:

- The reason for the final written warning, the improvement required, (if appropriate) and the time period for improvement;
- that further misconduct/failure to improve will result in more serious disciplinary action, up to and including dismissal;
- the employee's right of appeal
- that a note confirming the final written warning will be placed on the employee's personnel file, that a copy will provide it to the employee and that the warning will remain in force for a specified period of time, (e.g.12 months).

9.1.3 Dismissal: Council may dismiss:

- For gross misconduct;
- if there is no improvement within the specified time period in the conduct which has been the subject of a final written warning;
- if another misconduct has occurred and a final written warning has already been issued and remains in force.

9.2 Council will consider very carefully a decision to dismiss. If an employee is dismissed, they will receive a written statement of the reasons for their dismissal, the date on which the employment will end, and details of their right of appeal.

9.3 If the Finance & Staffing Committee decides to take no disciplinary action, no record of the matter will be retained on the employee's personnel file. Action taken as a result of the disciplinary meeting will remain in force unless it is modified as a result of an appeal.

10. The Appeal

10.1 An employee who is subject of disciplinary action will be notified of the right of appeal. Their written notice of appeal must be received by the Council within five working days of the employee receiving written notice of the disciplinary action and must specify the grounds for appeal.

10.2 Appeals may be raised on a number of grounds, for example:

- a failure by the Council to follow its disciplinary policy;
- the disciplinary decision was not supported by the evidence;
- the disciplinary action was too severe in the circumstances of the case;
- new evidence has come to light since the disciplinary meeting.

10.3 Where possible, the appeal will be heard by three members of the Council who have not previously been involved in the case. This includes the Investigator.

- 10.4 The Appeal Panel will appoint a Chair from one of its members.
- 10.5 The employee will be notified in writing, within 10 working days of receipt of the appeal, of the time, date and place of the meeting. The employee will be advised they may be accompanied by workplace colleague or a trade union representative.
- 10.6 At the appeal meeting, the Chair will:
- introduce the panel members to the employee;
 - explain the purpose of the meeting, which is to hear the employee's reasons for appealing against the disciplinary decision;
 - explain the action that the appeal panel may take.
- 10.7 The employee (or companion) will be asked to explain the grounds for appeal.
- 10.8 The Chair will inform the employee that they will receive the decision of the panel's reasons, in writing, within five working days of the appeal hearing.
- 10.9 The Appeal Panel may decide to:
- uphold the disciplinary decision of the Finance & Staffing Committee,
 - substitute a less serious sanction; or
 - decide that no disciplinary action is necessary.
- 10.10 If it decides to take no disciplinary action, no record of the matter will be retained on the employee's personnel file.
- 10.11 If an appeal dismissal is upheld, the employee will be paid in full for the period from the date of dismissal and continuity of the service will be preserved.
- 10.12 The Appeal Panel's decision is final.

Aston Clinton Parish Council

Grievance Policy

Adopted: March 2024 Next Review: March 2026

1. Introduction

- 1.1 This policy is based on and complies with the 2015 ACAS Code of Practice. It also takes account of the ACAS Guide on discipline and Grievances at Work. It aims to encourage and maintain good relationships between the Council and its employees by treating grievances seriously and resolving them as quickly as possible. This policy sets out the arrangements for employees to raise their concerns, problems or complaints about their employment with the Council.
- 1.2 The policy will be applied fairly, consistently and in accordance with the Equality Act 2010.

2. Principles

- 2.1 At every stage in the procedure, the employee will be given the opportunity to state their case before any decision is made.
- 2.2 Grievances will be dealt with promptly and consistently by the Finance & Staffing Committee.
- 2.3 At all formal stages, the employee will have the right to be accompanied by a work colleague or trade union representative.
- 2.4 An employee will have the right to appeal against the decision about their grievance. The appeal decision is final.
- 2.5 At no time will an employee be penalised or victimised for having raised a grievance against the Council.

3. The Procedure

3.1 Informal Procedure

The Council and its employees benefit if grievances are resolved informally and as quickly as possible. Employees should, where possible, discuss a grievance or complaint with the Clerk on an informal basis first. The Clerk will discuss any concerns with the employee and attempt to resolve the matter within a reasonable timescale. Where it is not possible for the employee to talk to the Clerk as the grievance concerns them the employee should instead talk to the Chair of the Council's Finance and Staffing Committee.

- 3.1.2 Where the informal procedure is used, both parties should keep a written record of the meeting, including what was discussed and any proposed action.
- 3.1.3 Where the matter is more serious or informal action has not brought about the necessary improvement the formal procedure below will be used.

3.2 Formal Procedure

- 3.2.1 If it is not possible to resolve the grievance informally, the employee will send a written statement detailing the nature of the grievance to the Clerk or where it is the Clerk who is the subject of the grievance, the employee should instead send the written statement to the Chair of the Finance & Staffing Committee.
- 3.2.2 The Chair of the Finance & Staffing Committee will appoint a Grievance Panel of three members of the committee to investigate the grievance which may include interviewing others (e.g. employees, councillors, contractors, members of the public).

3.2.3 The Grievance Panel will appoint a Chair from one of its members.

3.2.4 No councillor with direct involvement in the matter shall be appointed to the Grievance Panel.

3.3 **Notification:** within 10 working days of the Council receiving the employee's grievance, the employee will be asked, in writing, to attend a grievance meeting. The Grievance Panel's letter will include the following:

- the names of its Chair and other members;
- a summary of the employee's grievance based on their written submission
- the date time and place for the meeting. The employee will be given notice of the meeting which will be within 25 working days of when the Council received the grievance;
- the employee's right to be accompanied by a companion (a workplace colleague, a trade union representative or a trade union official);
- a copy of the Council's grievance policy;
- confirmation that, if necessary, witnesses may attend on the employee's behalf and that the employee should provide the names of their witnesses at least five working days before the meeting;
- a request that the employee will provide the Grievance Panel with any supporting evidence at least five working days before the grievance meeting.

3.4 **Grievance Meeting:** at the grievance meeting:

- the Chair will introduce the members of the Grievance Panel to the employee;
- the employee (or companion) will set out the grievance and present the evidence;
- the Chair will ask the employee what action they want the Council to take;
- any member of the Grievance Panel and the employee (or companion) may question any witness;
- the employee (or companion) will have the opportunity to sum up the case.

3.4.1 A grievance meeting may be adjourned to allow matters that were raised during the meeting to be investigated by the Grievance Panel.

3.4.2 The Chair will provide the employee with the Grievance Panel's decision, in writing, within five working days of the meeting. The letter will notify the employee of the action, if any, that the Council will take and the employee's right to appeal.

4. The Appeal

4.1 If an employee decides that their grievance has not been satisfactorily resolved by the Grievance Panel, they may submit a written appeal to the Council.

4.2 An appeal must be received by the Council within five working days of the employee receiving the Grievance Panel's decision and must specify the grounds of appeal.

4.3 Appeals may be raised on a number of grounds, for example:

- a failure by the Council to follow its grievance policy;
- the decision was not supported by the evidence;
- the action proposed by the Grievance Panel was inadequate/inappropriate;
- new evidence has come to light since the grievance meeting.

4.4 The appeal will be heard by an Appeal Panel of three members of Council who have not previously been involved in the case.

4.5 The Appeal Panel will appoint a Chair from one of its members.

4.6 The employee will be notified in writing, within 10 working days of receipt of the appeal, of the time, date and place of the appeal. The meeting will take place within 25 working days of the Council's receipt of the appeal.

- 4.7 The employee will be advised they may be accompanied by a companion (a workplace colleague, a trade union representative or a trade union official).
- 4.8 At the appeal meeting, the Chair will:
- introduce the Appeal Panel members to the employee;
 - explain the purpose of the meeting, which is to hear the employee's reasons for appealing against the decision of the Grievance Panel;
 - explain the actions the Appeal Panel may take.
- 4.9 The employee (or companion) will be asked to explain the grounds of appeal.
- 4.10 The Chair will inform the employee that they will receive the decision and the Appeal Panel's reasons, in writing, within five working days of the appeal meeting.
- 4.11 The Appeal Panel may decide to uphold the decision of the Grievance Panel or substitute with its own decision.
- 4.12 The Appeal Panel's decision is final.

5. Confidentiality

- 5.1 Information about an employee's grievance will be restricted to those involved in the grievance process. A record of the reason for the grievance, its outcome and action taken is confidential to the employee.

6. Record Keeping

- 6.1 In all cases, written records of the nature of the grievance raised, the employee's response, action taken (with reasons), details of any appeal and subsequent developments will be retained and kept in accordance with the Council's Data Protection Policy.

7. Grievances Raised During Disciplinary

- 7.1 If an employee who is already subject to a disciplinary process raises a grievance, the disciplinary process may be suspended temporarily in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

Aston Clinton Parish Council

Dignity at Work - Bullying & Harassment Policy

Adopted: March 2024 Next Review: March2026

1. Introduction

- 1.1 Aston Clinton Parish Council (ACPC) is committed to creating a working environment where all council employees, councillors, contractors and others who come into contact with the Council in the course of our work are treated with dignity, respect and courtesy.
- 1.2 ACPC will not tolerate bullying or harassment of any of its employees by councillors, other employees, contractors, visitors to the parish council, members of the public or users of Council facilities and is committed to the elimination of any form of intimidation in the workplace
- 1.3 ACPC recognise that there is a continuum where unaddressed issues have the potential to escalate and become larger, more complex issues and this policy sets out how concerns will be managed. However, the emphasis of this policy is on resolution and mediation where appropriate, rather than an adversarial process.
- 1.4 The purpose of this policy is to:
 - explain how the Council will respond to complaints of bullying or harassment;
 - ensure that the Council respond sensitively and promptly; and,
 - support employees in ensuring their behaviour does not amount to bullying and/or harassment by giving examples.

2. Scope

- 2.1 This policy covers bullying and harassment of and by Clerks and all employees engaged to work at Aston Clinton Parish Council.
- 2.2 Should agency staff or contractors have a complaint connected to their engagement with the Council, this should be raised to the Clerk or the Chair of the Council in the first instance. Should the complaint be about the Chair of the Council, the complaint should be raised to the Vice-Chair.
- 2.3 Agency staff or contractors are equally expected to treat council colleagues and other representatives and stakeholders with dignity and respect, and the Council may terminate the contract without notice where there are suspicions of harassment or bullying.
- 2.4 Complaints about other employment matters will be managed under the Council's Grievance Policy.

3. Council's Position on Bullying & Harassment

- 3.1 All staff and Council representatives are entitled to dignity, respect and courtesy within the workplace and to not experience any form of discrimination. ACPC will not tolerate bullying or harassment in the workplace or at work-related events outside of the workplace, whether the conduct is a one-off act or repeated course of conduct, and whether harm is intended or not. Neither will the Council tolerate retaliation against, or victimisation of, any person involved in bringing a complaint of harassment or bullying.
- 3.2 The Council expect all representatives of the Council to treat each other with respect and uphold the values of the Code of Conduct, Equality and Diversity Policy and all other policies and procedures set by the Council.

- 3.3 The Council expect you to demonstrate respect by listening and paying attention to others, having consideration for other people's feelings, following protocols and rules, showing appreciation and thanks and being kind.
- 3.4 Allegations of bullying and harassment will be treated seriously. Investigations will be carried out promptly, sensitively and as far as possible, confidentially. See the Council's Grievance Policy for further details regarding the process. Employees and others who make allegations of bullying or harassment in good faith will not be treated less favourably as a result.
- 3.5 False accusations of harassment or bullying can have serious effect on innocent individuals. Staff and others have a responsibility not to make false allegations. However, ACPC will assume that all complaints of bullying harassment are made in good faith, in the event that allegations are found to be malicious or vexatious, the person raising the complaint may be subject to action under the Council's disciplinary procedure.

4. Definitions & Examples of Bullying & Harassment

- 4.1 'Bullying' or 'harassment' are phrases that apply to treatment from one person (or a group of people) to another that is unwanted and that has the effect of violating that person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that person.
- 4.2 Bullying is offensive, intimidating, threatening, malicious or insulting behaviour and/or an abuse of misuse of power that undermines, humiliates or injures the person on the receiving end.
- 4.3 Harassment is uninvited conduct which violates a person's dignity, in connection with a protected characteristic and is behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic
- 4.4 Examples of bullying and harassment include:
 - Physical conduct ranging from unwelcome touching to serious assault;
 - Unwelcome sexual advances;
 - The offer of rewards for going along with sexual advances e.g. promotion, access to training;
 - Threats for rejecting sexual advances;
 - Demeaning comments about a person's appearance;
 - Verbal abuse or offensive comments, including jokes or pranks related to age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation;
 - Unwanted nicknames, especially related to a person's age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation;
 - Spreading malicious rumours or insulting someone;
 - Lewd or suggestive comments or gestures;
 - Deliberate exclusion from conversations, work activities or social activities;
 - Withholding information a person needs in order to do their job;
 - Practical jokes, initiation ceremonies or inappropriate birthday rituals;
 - Physical abuse such as hitting, pushing or jostling;
 - Rifling through, hiding or damaging personal property;
 - Display of pictures or objects with sexual or racial overtones, even if not directed at any particular person;
 - Isolation or non-cooperation at work;
 - Subjecting a person to humiliation or ridicule, belittling their efforts, whether directly and/or in front of others;
 - The use of obscene gestures.

- 4.5 Bullying and harassment can occur through verbal and face to face interactions but can also take place through sharing inappropriate or offensive content in writing or via e-mail with other electronic communication and social media.
- 4.6 It is important to recognise that conduct which one person may find acceptable, another may find totally unacceptable and behaviour could be harassment when the person had no intention to offend. We all have the right to determine what offends us. You should be aware that harassment will occur if behaviour continues after the recipient has advised you that the behaviour is unacceptable to them.
- 4.7 Harassment can also occur where the unwanted behaviour relates to a perceived characteristic (such as offensive jokes or comments based on the assumption someone is gay, even if they are not) or due to their association with someone else (such as harassment related to their partner having a disability for example). See the Council's Equality and Diversity Policy.
- 4.8 All employees must, therefore, treat their colleagues with respect and appropriate sensitivity and should feel able to challenge behaviour that they find offensive even if it is not directed at them.
- 4.9 It is important to recognise that bullying does not include appropriate criticism of an employee's behaviour or effective, robust performance management. Constructive and fair feedback about your behaviour or performance from your manager or colleague/councillors is not bullying, it is part of normal employment and management routines and should not be interpreted as anything different.

5. Victimisation

- 5.1 Victimisation is subjecting a person to a detriment because they have, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing them or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because they have made a complaint or giving them a heavier or more difficult workload.
- 5.2 Provided that you act in good faith, i.e. you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and the Council will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.
- 5.3 Making a complaint that you know to be untrue, or giving evidence that you know to be untrue, may lead to disciplinary action being taken against you.

6. Reporting Concerns

- 6.1 If you are being bullied or harassed by someone with whom you come into contact at work, please raise this with the Clerk in the first instance or with a councillor. Any such report will be taken seriously, and we will decide how best to deal with the situation, in consultation with you.
- 6.2 If you are being bullied or harassed by a councillor, please raise this with the Clerk or the Chair of the Council in the first instance. They will then decide how best to deal with the situation, in consultation with you. There are two possible avenues for you, informal or formal. The informal resolution is described below. Formal concerns regarding potential breaches of the Councillor's Code of Conduct must be investigated by the Monitoring Officer.
- 6.3 If you witness such behaviour you should report the incident in confidence to the Clerk or a councillor. Such reports will be taken seriously and will be treated in strict confidence as far as it is possible to do so.

6.4 If you are being bullied or harassed by a colleague or contractor, there are two possible avenues for you, informal or formal. These are described below.

7. Procedure for Dealing with Complaints

Informal Resolution

7.1.1 If you are being bullied or harassed, you may be able to resolve the situation yourself by explaining clearly to the perpetrator(s) that their behaviour is unacceptable, contrary to the Council's policy and must stop. Alternatively, you may wish to ask the Clerk, your nominated manager or a colleague to put this on your behalf or to be with you when confronting the perpetrator(s).

7.1.2 If the above approach does not work or if you do not want to try to resolve the situation in this way, or if you are being bullied by your own nominated manager, you should raise the issue with the Chair of the Council. (If your concern relates to the Chair, you should raise it with the Chair of the Finance & Staffing Committee). The Chair (or another appropriate person) will discuss with you the option of trying to resolve the situation informally by telling the alleged perpetrator, without prejudicing the matter, that:

- there has been a complaint that their behaviour is having an adverse effect on a member of the Council staff;
- such behaviour is contrary to Council policy;
- for employees, the continuation of such behaviour could amount to a serious disciplinary offence.

7.1.3 It may be possible for this conversation to take place with the alleged perpetrator without revealing your name, if this is what you want. The person dealing with it will also stress that the conversation is confidential.

7.1.4 In certain circumstances the Council may be able to involve a neutral third party (a mediator) to facilitate a resolution of the problem. The Chair (or another appropriate person) will discuss this with you if it is appropriate.

7.1.5 If your complaint is resolved informally, the alleged perpetrator(s) will not usually be subject to disciplinary sanctions. However, in exceptional circumstances (such as extremely serious allegation or in cases where a problem has happened before) the Council may decide to investigate further and take more formal action notwithstanding that you raised the matter informally. You will be consulted before taking this step.

Formal Complaint

7.2.1 If informal resolution is unsuccessful or inappropriate, you can make a formal complaint about bullying and harassment through the Council's grievance procedure. You should raise your complaint to the Clerk or the Chair of the Council. A formal complaint may ultimately lead to disciplinary action against the perpetrator(s) where they are employed.

7.2.2 The Clerk or the Chair of the Council will appoint someone to investigate your complaint in line with the Council's Grievance Policy. You will need to co-operate with the investigation and provide the following details (if not already provided):

- The name of the alleged perpetrator(s);
- The nature of the harassment or bullying;
- The dates and times the harassment or bullying occurred;
- The names of any witnesses; and
- Any action taken by you to resolve the matter informally.

- 7.2.3 The alleged perpetrator(s) would normally need to be told your name and the details of your grievance in order for the issue to be investigated properly. However, the Council will carry out the investigation as confidentially and sensitively as possible. Where you and the alleged perpetrator(s) work in proximity to each other, the Council will consider whether it is appropriate to make temporary adjustments to working arrangements whilst the matter is being investigated.
- 7.2.4 Where your complaint relates to potential breaches of the Councillor's Code of Conduct, these will need to be investigated by the Monitoring Officer. The Council will consider any adjustments to support you in your work and to manage the relationship with the councillor the allegations relate to, while the investigation proceeds.
- 7.2.5 Investigations will be carried out promptly (without unreasonable delay), sensitively and, as far as possible, confidentially. When carrying out any investigations, the Council will ensure that individuals' personal data is handled in accordance with the data protection policy.
- 7.2.6 The Council will consider how to protect your health and wellbeing whilst the investigation is taking place and discuss this with you. Depending on the nature of the allegations, the Investigator may want to meet with you to understand better your complaint (see the Council's Grievance Policy for further information, and details of your right to be accompanied).
- 7.2.7 After the investigation, a panel will meet with you to consider the complaint and the findings of the investigation in accordance with the grievance procedure. At the meeting you may be accompanied by a fellow worker or a trade union official.
- 7.2.8 Following the conclusion of the hearing the panel will write to you to inform you of the decision and to notify you of your right to appeal if you are dissatisfied with the outcome. You should put your appeal in writing explaining the reasons why you are dissatisfied with the decision. Your appeal will be heard under the appeal process that is described in the Council's Grievance Policy.

8. Disciplinary Action

- 8.1 For an **employee** found to have been bullying or harassing others, this will follow the Council's disciplinary procedure at gross misconduct level.
- 8.2 If **Councillors** are found to have been bullying or harassing council employees, contractors, fellow councillors or members of the public a referral to the monitoring officer as a contravene of the Code of Conduct, maybe an initial appropriate measure. If this is unsuccessful then referral to the Council solicitors may follow.
- 8.3 If an employee is experiencing bullying or harassment from a member of the public the Council will act reasonably in upholding its duty of care toward its own employees. Such complaints will be taken seriously and will be pursued, with the third party concerned exercising whatever sanctions are available.
- 8.4 False or malicious allegations of harassment or bullying which damage the reputation of a fellow employee member will not be tolerated and will be dealt with a serious misconduct under the disciplinary procedure and or a referral to the monitoring officer.
- 8.5 In some cases harassment can constitute a criminal offence and the Council will take appropriate legal advice and action if such an issue arises.

GRANT APPLICATION FORM

This form will be submitted to Aston Clinton Parish Council to assist in their decision making. Any financial figures should be for the last financial year.

Organisation/Group Details	
Name of organisation/group	Aston Clinton Baptist Church
Type of organisation/group – If applicable give charity/company registration number.	Baptist Church
Contact's name	Timothy Howlett
Position within the organisation/group	Church Member – Project Lead
Contact's address	52 Green End Street Aston Clinton HP22 5EX
Contact's telephone number	[REDACTED]
Contact's e-mail address	[REDACTED]
What services, facilities and activities does your organisation/group provide?	Sunday Services; Mid-week activities – Noah's Ark (Parent/toddler group); Craft Club; Soup Lunch; Youth Club; Men's Breakfast; Food Bank; Visiting Older People; Community Hirings
Who benefits from these services, facilities and activities with particular reference to the residents of Aston Clinton.	Those in the village particularly Mid-week activities and Community Hirings. Also the surrounding area of Tring, Weston Turville, Wendover, Pitstone and Aylesbury
Number of members in the organisation/group	47 Church Members – 160 people attending Mid-week
Number of members resident in Aston Clinton	20 Church Members – 100 approx to Mid-week activities
Total spent by the organisation/group in the last twelve months	£65,427
Total received by the organisation/group in the last twelve months	£83,501
Main income sources – please itemise	Church Offerings; Tax Recovered; Donations and Lettings (See Accounts Page 1)
Current bank balance (please state date)	£47,303

Project Details

Name of Project

Purchase of a Community Heartbeat Defibrillator

When will the project start and end or take place?

To be completed by July 2024

Description of the Project –

Describe your project in detail. Who will do what, when and why? You may attach other documents to aid your explanation.

To instal a metal cabinet containing a defibrillator on the outside of the church building for anyone to use in Emergency

Who will benefit from the Project? How many people will benefit and how many of them are residents of Aston Clinton. Describe what category of people will benefit

Anyone of any age in need of Emergency First Aid.

How will you know if your project has been successful? What will you be measuring and how will you measure it?

If it is used and helps one patient survive.

Will the project continue after this grant is spent? If so, how will it be funded?

Yes from Church Funds.

Financial Details

What is the total cost of this project? – Provide details of how this figure is built up. You may wish to use a separate sheet.

Cost of Equipment £2215 includes Free initial training
Electrical Supply £250 Total Cost £2465

How much money is this grant application for?

£500

Where will the difference between the project cost and the grant application come from?

Church Funds

Have you applied, been promised or received Grants/Donations from any other sources for this project? If so, who?

Personal Gift £500

If you do not receive funding from ACPC will the project, still go ahead?

YES

Bank details for the organisation/group

Aston Clinton Baptist Church

Account No: 94638704

Sort Code: 090155

Declaration

We confirm that all the information contained within this Application is true and accurate to the best of our knowledge and belief, and that we are authorised to submit this application on behalf of the organisation/group.

We understand that any grant received from Aston Clinton Parish Council (ACPC) resulting from this Grant Application will be spent in accordance with the Application and any grant conditions made to it.

We undertake to repay to ACPC any grant funds not spent or not spent in accordance with the Application and ACPC's grant conditions.

We understand that we alone are responsible for managing the project and have no claim on ACPC in the event of any unanticipated costs or liabilities.

We undertake to report the ACPC at the end of the project on its success.

We have provided copies of the following documents to support the application. Please tick as appropriate

Accounts	<input checked="" type="checkbox"/>	
Balance Sheet	<input checked="" type="checkbox"/>	Page 3 of Accounts
Bank Statement	<input checked="" type="checkbox"/>	
Constitution	<input type="checkbox"/>	
Project Budget	<input checked="" type="checkbox"/>	In Application

Signature 1:
Contact person

Signature 2:
Chair or senior representative of organisation/group

Deacon .

Date: 12. 3. 24 .

Please return your completed application form and supporting documents to:

The Clerk
Aston Clinton Parish Council
Council Office, Aston Clinton Park
London Road, Aston Clinton
HP22 5HL

Email: clerk@astonclinton.org

ASTON CLINTON BAPTIST CHURCH ACCOUNTS 2023

2022 BUDGET HEAD	ACTUAL	BUDGET
£	£	£
RECEIPTS		
45,983 CHURCH OFFERINGS	54,515	45,850
10,481 TAX RECOVERED	12,621	10,060
37,262 DONATIONS and OTHER INCOME	16,366	<u>8,000</u>
93,726 TOTAL INCOME	<u>83,501</u>	<u>63,910</u>
PAYMENTS		
34,323 PASTOR'S SALARY, N.I. & PENSION	34,250	34,255
4,324 PASTORAL EXPENSES (incl. manse)	4,286	5,000
0 PREACHING EXPENSES	225	0
4,000 PAYMENTS to the BUILDING FUND (2)	7,000	3,000
2,491 CHURCH CLEANING	2,650	2,750
4,565 CHURCH PREMISES RUNNING COSTS	4,904	5,925
8,960 MISSION - Youth (4)	0	1,100
150 MISSION - Adults, Allsorts etc (4)	128	1,250
3,030 EQUIPMENT and MISCELLANEOUS (3)	5,292	3,400
<u>3,000</u> CHURCH GIFTS TO OTHER CAUSES (1)	<u>6,694</u>	<u>5,500</u>
64,843 TOTAL EXPENDITURE	<u>65,429</u>	<u>62,180</u>

<u>SURPLUS AGAINST BUDGET</u>	16,342
28,883 OVERALL Surplus	<u>18,072</u>
2,964 Individual gifts to other causes	2,016

<u>Reasons for the difference between actual and budget</u>	
Additional offerings and tax	11,225
Additional Donations/ Other Income	8,366
Higher Equipment and Misc Costs	-1,892
Reduced Youth Costs	1,100
Reduced Mission	1,122
Additional Allocation to Building Fund	-4,000
Reduced premises running costs	1,021
Increase in Gifts to Other Causes	-1,194
All other	<u>594</u>
Total variations	<u>16,342</u>

<u>CHURCH CASH BALANCES</u>	<u>31.12.22</u>	<u>31.12.23</u>
CHURCH ACCOUNT	47,244	65,316
BUILDING FUND (Note 2)	8,882	14,756
2020 FUND	<u>1,583</u>	<u>1,379</u>
TOTAL	<u>57,709</u>	<u>81,451</u>

<u>Total</u>	<u>GIFTS TO OTHER CAUSES (Note 1)</u>	<u>Church</u>	<u>Personal</u>	<u>Total</u>
925	Home mission	1,675	20	1,695
350	Storehouse	836		836
350	Pulse	836		836
0	Rennie Grove	0	0	0
<u>1,625</u>		<u>3,347</u>	<u>20</u>	<u>3,367</u>
830	BMS World Mission (incl Birthday)	1,675		1,675
325	Toybox	0	468	468
1,455	BMS World Mission - Ukraine		0	0
0	Turkey Earthquake -DEC		779	779
350	Children for Christ Romania	836		836
350	Hands of Mercy - Philippines	836		836
277	Operation Agri	0	190	190
752	Spurgeons	0	559	559
<u>4,339</u>		<u>3,347</u>	<u>1,996</u>	<u>5,343</u>
5,964	TOTAL	6,694	2,016	8,710

<u>BUILDING FUND (Note 2)</u>	
<u>BUILDING FUND - Income</u>	
Brought forward from 2022	8,882
Income - from church funds	<u>7,000</u>
	<u>15,882</u>
<u>Building Fund - Expenditure</u>	
Downpipes/gutters	562
Noticeboard	277
All other	<u>287</u>
	<u>1,126</u>
BUILDING FUND - carry forward to 2024	14,756

<u>EQUIPMENT & MISCELLANEOUS (3)</u>	
Computer and AV equipment	2,188
Proresenter and Worship videos	292
Fire check	80
CCLI Licence	366
Memberships / Subs	339
Hand towels etc	130
Website	286
ChurchSuite (GDPR)	222
New curtains for hall	540
Mower service and repairs	157
Other	<u>692</u>
TOTAL	5,292

MISSION - Youth, children, café, adults (4)**Main items**

8,960	Pulse - support for and leadership of youth work	0
150	All Sorts / All Sorts +	128
		<hr/>
9,110		128
300	Less contributions received for Pulse worker	300
8,810	Net expenditure	-172
1,220	Grants / Youth Funds remaining in reserves	1,220

**STATEMENT OF ASSETS AND
LIABILITIES AS AT 31 DECEMBER 2023****ASSETS**

47,244	Church account	65,316	
8,882	Building Fund (Note 2)	14,756	
1,583	2020 Fund - Kitchen	1,379	
24,951	Other funds	25,343	
	(Youth equipment 1220 , Youth trips 20590 Friendship 730, Foodbank/ Christmas Lunch 1812, Other 991)		
1,825,093	Church buildings (insured value)	1,912,694	
128,078	Church contents (insured value)	134,226	
<u>283,081</u>	<u>Manse (insured value)</u>	<u>304,598</u>	
<u>2,318,912</u>			2,458,312
2,318,912	Pledge to future church members		2,458,312

MANSE - Charity number 273094

2,212	Council tax and water rates	2,140
352	Insurance	379
102	Boiler	78
700	Loft ladder and access	0
325	Sundry repairs	41
<u>222</u>	<u>Telephone</u>	<u>222</u>
3,913	Expenditure	2,860
3,913	Deficit for the year	2,860

The manse is provided for the residence of the minister of Aston Clinton Baptist Church who under the terms of his appointment is granted rent free tenure. All the expenses for the upkeep of the manse are paid by the church.

Accounts prepared by Cathy Graham, Church Treasurer

REPORT OF THE INDEPENDENT EXAMINER TO THE DEACONS AND MEMBERS OF ASTON CLINTON BAPTIST CHURCH

In accordance with the provisions of Section 43 of the Charities Act 1993, I have examined the receipts and payments account and statement of assets and liabilities of the church on pages 1 - 4 relating to the year ended 31st December 2023.

I confirm that the accounts and statement accord with the accounting records of the church and that such records satisfy the requirements of the Act. I am not aware of any matter to which attention needs to be drawn in order to obtain a proper understanding of the accounts.

Independent auditor - M. Spriggs



Date 1/2/24



Santander Business Banking
Operations
Sunderland
SR43 4FW

ASTON CLINTON BAPTIST CHURCH



59063 006277 0043 E 36800



For all Business Banking enquiries,
please call 0330 123 9860

To help us maintain and improve our
customer service we may monitor or
record your calls.

For the hard of hearing and/or speech
impaired, Relay UK services are
available at 18001 0330 123 9860



Online Banking service and information
available at www.santander.co.uk

Your account summary for**4 January 2024 to 3 February 2024**

Account name: ASTON CLINTON BAPTIST CHURCH	
Account number: 94638704 Sort Code: 090155	
BIC: ABBYGB2LXXX IBAN: GB07ABBY09015594638704	
Statement number: 002/2024	Page 1 of 5
Balance brought forward from 3rd January statement	£46,303.36
Total credits:	£11,159.90
Total debits:	-£10,159.63
Your balance at close of business 3 February 2024	£47,303.63

Credit interest rate: No credit interest is paid on this account.

News and information**Beyond banking**

Did you know that as a Santander business customer, there's more services that could help your business grow.

Find out about these, and the support available to you as a Business Banking customer, by visiting:
santander.co.uk/business/business-support

Help managing business costs?

We understand the last couple of years have been difficult. Our support pages may help in managing your business finances including managing cashflow, debt, rising energy costs and more.

Find out more by visiting:
santander.co.uk/business, then use the search option to find 'if business finances are a struggle'.

Important information is continued on the reverse of this page.

Please keep statement for future reference. To query any item contact the office shown above. VAT Registration number 466 2647 24

Continued on reverse...



Date	Description	Credits	Debits	Balance
	Previous statement balance			46,303.36
4th Jan				
			10.00	
4th Jan				
		5.00		46,298.36
5th Jan		2,000.00		
5th Jan				
		100.00		
5th Jan		120.00		
5th Jan		286.00		48,804.36
6th Jan				
			87.00	48,717.36
7th Jan				
			500.00	
7th Jan				
			196.00	48,021.36
8th Jan				
			310.24	
8th Jan		430.80		
8th Jan				
			190.13	
8th Jan				
			149.00	
8th Jan				
			148.00	
8th Jan				
			108.36	
8th Jan				
			59.00	
8th Jan		3,822.80		
8th Jan				
		20.00		
8th Jan				
		75.00		
8th Jan				
		100.00		51,305.23
9th Jan				
			54.00	51,251.23
10th Jan		400.00		51,651.23
11th Jan				
		5.00		
11th Jan				
		50.00		51,706.23
12th Jan				
		40.00		51,746.23
13th Jan				
			10.00	51,736.23
15th Jan		176.27		
15th Jan				
			55.00	
15th Jan		140.85		
15th Jan				
		10.00		
15th Jan		400.00		52,408.36

Date	Description	Credits	Debits	Balance
	Brought forward balance			52,408.35
16th Jan			54.00	
16th Jan			836.00	
16th Jan			300.00	51,218.35
17th Jan		50.00		
17th Jan		49.12		
17th Jan			1,247.43	
17th Jan		40.00		50,110.04
18th Jan			2,153.55	
18th Jan			13.08	
18th Jan			6.90	
18th Jan		5.00		47,941.51
19th Jan			25.00	
19th Jan			320.00	47,596.51
21st Jan			62.35	
21st Jan		200.00		47,734.16
22nd Jan			204.00	
22nd Jan			90.12	
22nd Jan		170.70		
22nd Jan		100.00		
22nd Jan		192.00		
22nd Jan		200.00		
22nd Jan		240.00		48,342.74
23rd Jan			54.00	
23rd Jan			468.47	47,820.27
24th Jan		10.00		
24th Jan		20.00		
24th Jan		40.00		
24th Jan		510.00		48,400.27
25th Jan			558.76	
25th Jan		5.00		47,846.51
26th Jan			192.99	
26th Jan			125.48	47,528.04
29th Jan				



Date	Description	Credits	Debits	Balance
	Brought forward balance			47,528.04
			628.98	
29th Jan			1.00	
29th Jan		102.86		
29th Jan			22.00	
29th Jan			836.00	
29th Jan		160.00		46,302.92
30th Jan			54.00	
30th Jan			28.79	46,220.13
31st Jan		30.00		46,250.13
1st Feb			5.00	
1st Feb			45.00	
1st Feb			50.00	
1st Feb			100.00	
1st Feb			120.00	
1st Feb			145.00	
1st Feb		266.00		47,001.13
2nd Feb			50.00	
2nd Feb		165.00		47,216.13
3rd Feb			87.50	47,303.63
3rd Feb				47,303.63



Detailed Balance Sheet - Including Stock Movement**Month 11 Date 29/02/2024**

<u>A/c</u>	<u>Description</u>	<u>Actual</u>	
	<u>Current Assets</u>		
100	Debtors	(11,113)	
105	VAT Control	4,437	
110	Prepayments	401	
200	Barclays Current A/c	121,252	
205	Barclays Tracker A/C	137,060	
215	Unity Trust Current A/C	89,694	
220	Nationwide BS	85,000	
	Total Current Assets		426,731
	<u>Current Liabilities</u>		
500	Creditors	1,786	
520	Allotment Key Deposits	95	
525	Allotment Deposits	198	
530	COVID Support Grant Fund	1,247	
547	Pension Fund	0	
	Total Current Liabilities		3,326
	Net Current Assets		423,405
	Total Assets less Current Liabilities		423,405
	<u>Represented by :-</u>		
300	Current Year Fund	25,103	
310	General Reserves	182,302	
320	EMR Streetlights	40,000	
321	EMR Playpark Equipment	40,000	
322	EMR Street Furniture	15,000	
323	EMR Churchyard	30,000	
324	EMR Major Asset Repair	10,000	
326	EMR Allotments	3,000	
327	EMR Defibrillators	2,000	
328	EMR Woodland Management	5,000	
329	EMR Pond Renovation	10,000	
331	EMR Park ANPR	30,000	
332	EMR Park View Resurfacing	11,000	
336	EMR Traffic Calming	10,000	
337	EMR Beach Area Improvements	10,000	
	Total Equity		423,405

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>100 Administration</u>							
4000 Salaries	70,508	65,860	(4,648)		(4,648)	107.1%	
4001 Pension Ers	16,933	18,155	1,222		1,222	93.3%	
4002 Employers NI	6,408	9,000	2,592		2,592	71.2%	
4010 Contract Staff	8,362	13,000	4,638		4,638	64.3%	
4070 Member's Expenses	43	100	57		57	43.3%	
4090 Insurance	5,508	5,300	(208)		(208)	103.9%	
4100 Mortgage Payments	3,981	3,981	(0)		(0)	100.0%	
4110 Stationery&Office Supplies	1,919	1,500	(419)		(419)	127.9%	
4120 Postage	43	50	7		7	85.8%	
4130 IT Support and Software Subs	2,081	2,200	119		119	94.6%	
4131 Computers and Office Equip	194	200	6		6	96.9%	
4140 Phone/Broadband	1,236	1,100	(136)		(136)	112.3%	
4145 Office Electricity	2,460	4,800	2,340		2,340	51.3%	
4146 Office Water	93	500	407		407	18.6%	
4148 Office Maintenance/H&S	545	2,500	1,955		1,955	21.8%	
4150 Payroll and Audit Services	2,216	2,600	384		384	85.2%	
4155 Professional Fees/Bank Charges	7,240	20,000	12,760		12,760	36.2%	
4170 Training	1,350	2,000	650		650	67.5%	
4180 Election/APM/Public Meetings	0	1,000	1,000		1,000	0.0%	
4190 Contingency	647	1,500	853		853	43.1%	
4200 Membership Subscription	1,323	1,500	177		177	88.2%	
4330 Office Cleaner	352	800	448		448	44.0%	
Administration :- Indirect Expenditure	133,440	157,646	24,206	0	24,206	84.6%	0
Net Expenditure	(133,440)	(157,646)	(24,206)				
<u>101 Communication</u>							
4195 Website	351	500	149		149	70.3%	
4196 Noticeboards	0	100	100		100	0.0%	
4197 Newsletters/Annual Review	0	250	250		250	0.0%	
Communication :- Indirect Expenditure	351	850	499	0	499	41.3%	0
Net Expenditure	(351)	(850)	(499)				
<u>120 Street Lighting</u>							
4315 Streetlight Maintenance	1,745	4,000	2,255		2,255	43.6%	
4400 Capital- Streetlight Renewal	0	5,000	5,000		5,000	0.0%	
4410 Streetlight Electricity	23,284	32,000	8,716		8,716	72.8%	
Street Lighting :- Indirect Expenditure	25,030	41,000	15,970	0	15,970	61.0%	0
Net Expenditure	(25,030)	(41,000)	(15,970)				

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
140 Facilities							
1140 Football Permits	5,030	3,500	(1,530)			143.7%	
1145 All Weather Pitch Income	1,462	1,000	(462)			146.2%	
1150 Other Park Permits	2,554	2,500	(54)			102.2%	
Facilities :- Income	9,046	7,000	(2,046)			129.2%	0
4220 Car Park Electric	236	960	724		724	24.6%	
4221 CCTV Maintenance	824	1,000	176		176	82.4%	
4225 Street Furniture Maintenance	390	1,000	610		610	39.0%	
4230 Dog Bins Emptying	1,217	3,000	1,783		1,783	40.6%	
4250 Waste Bins	4,278	4,560	282		282	93.8%	
4300 Repairs & Maintenance	12,208	30,000	17,792		17,792	40.7%	
4800 Spend from General Reserves	4,458	0	(4,458)		(4,458)	0.0%	
Facilities :- Indirect Expenditure	23,611	40,520	16,909	0	16,909	58.3%	0
Net Income over Expenditure	(14,565)	(33,520)	(18,955)				
160 Buildings							
1115 Churchill Hall Rent	20	0	(20)			0.0%	
1120 RKP Base Rent	0	10,000	10,000			0.0%	
1130 RKP Turnover Rent	13,877	30,000	16,123			46.3%	
1135 Buildings Misc Income	479	0	(479)			0.0%	
Buildings :- Income	14,376	40,000	25,624			35.9%	0
4300 Repairs & Maintenance	8,900	12,000	3,100		3,100	74.2%	
4345 RKP Cleaning	5,440	5,500	60		60	98.9%	
Buildings :- Indirect Expenditure	14,340	17,500	3,160	0	3,160	81.9%	0
Net Income over Expenditure	36	22,500	22,464				
180 Grounds Maintenance							
1085 Devolved Services Income	6,198	5,688	(510)			109.0%	
Grounds Maintenance :- Income	6,198	5,688	(510)			109.0%	0
4300 Repairs & Maintenance	22	0	(22)		(22)	0.0%	
4360 Park/Footpaths Grds Maint	26,003	32,000	5,997		5,997	81.3%	
4363 Devolved Services	1,475	8,000	6,525		6,525	18.4%	
4370 Tree Work	0	10,000	10,000		10,000	0.0%	
4371 Equipment & Tree Safety Survey	310	1,500	1,190		1,190	20.7%	
Grounds Maintenance :- Indirect Expenditure	27,810	51,500	23,690	0	23,690	54.0%	0
Net Income over Expenditure	(21,611)	(45,812)	(24,201)				

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>185 Allotments</u>							
1170 Allotments Income	1,132	950	(182)			119.1%	
Allotments :- Income	<u>1,132</u>	<u>950</u>	<u>(182)</u>			119.1%	0
4380 Allotments	583	1,000	417		417	58.3%	
Allotments :- Indirect Expenditure	<u>583</u>	<u>1,000</u>	<u>417</u>	0	417	58.3%	0
Net Income over Expenditure	<u>549</u>	<u>(50)</u>	<u>(599)</u>				
<u>190 Churchyard</u>							
1160 Churchyard Income	9,050	5,000	(4,050)			181.0%	
Churchyard :- Income	<u>9,050</u>	<u>5,000</u>	<u>(4,050)</u>			181.0%	0
4270 Churchyard Waste Charges	55	60	5		5	91.7%	
4271 Memorial Inspections	0	300	300		300	0.0%	
4367 Churchyard Maintenance	3,090	6,000	2,910		2,910	51.5%	
Churchyard :- Indirect Expenditure	<u>3,145</u>	<u>6,360</u>	<u>3,215</u>	0	3,215	49.4%	0
Net Income over Expenditure	<u>5,905</u>	<u>(1,360)</u>	<u>(7,265)</u>				
<u>230 Events</u>							
1110 Event Grants/Income	5,795	0	(5,795)			0.0%	
Events :- Income	<u>5,795</u>	<u>0</u>	<u>(5,795)</u>				0
4310 Annual Events	11,463	10,000	(1,463)		(1,463)	114.6%	
Events :- Indirect Expenditure	<u>11,463</u>	<u>10,000</u>	<u>(1,463)</u>	0	(1,463)	114.6%	0
Net Income over Expenditure	<u>(5,668)</u>	<u>(10,000)</u>	<u>(4,332)</u>				
<u>240 Projects and Grants</u>							
4391 Grants	6,841	10,000	3,159		3,159	68.4%	
4392 Playground Renewal	0	5,000	5,000		5,000	0.0%	
4393 Traffic Calming	(986)	0	986		986	0.0%	
4395 ANPR	0	35,000	35,000		35,000	0.0%	
Projects and Grants :- Indirect Expenditure	<u>5,856</u>	<u>50,000</u>	<u>44,144</u>	0	44,144	11.7%	0
Net Expenditure	<u>(5,856)</u>	<u>(50,000)</u>	<u>(44,144)</u>				
<u>280 Income</u>							
1076 Precept	314,134	314,134	0			100.0%	
1080 Sponsorship & Donations	0	3,500	3,500			0.0%	
1090 Interest Received	1,124	100	(1,024)			1124.0%	

Detailed Income & Expenditure by Budget Heading 29/02/2024

Month No: 11

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
1100 Miscellaneous Income	4,743	5	(4,738)			94863.4	
Income :- Income	<u>320,001</u>	<u>317,739</u>	<u>(2,262)</u>			100.7%	<u>0</u>
Net Income	<u>320,001</u>	<u>317,739</u>	<u>(2,262)</u>				
Grand Totals:- Income	365,598	376,377	10,779			97.1%	
Expenditure	245,628	376,376	130,748	0	130,748	65.3%	
Net Income over Expenditure	<u>119,970</u>	<u>1</u>	<u>(119,969)</u>				
Movement to/(from) Gen Reserve	<u>119,970</u>						

Invoices to be approved at 20th March 2024 Council Meeting						
Date	Company	Invoice Number	For	Amount £	Vat £	Total £
11/03/2024	Aylesbury Town Council	112265	Devolved services additional grass cutting	£2,310.00	£462.00	£2,772.00
04/03/2024	Bicester UPVC direct	99282	RKP doors repair	£250.00	£50.00	£300.00
06/03/2024	Castle Water	10001634898	Office water and waste	£31.58	£3.59	£35.17
06/03/2024	Gardens by Gathercole	SG926	Burial Grounds Maintenance	£270.00	£0.00	£270.00
01/03/2024	Goldleaf Groundcare	13817	Footpath and Hedges maintenance	£493.33	£98.67	£592.00
28/02/2024	Institute of Cemetery & Cremation Mgmt.	17493	ICCM Annual membership	£95.00	£0.00	£95.00
10/03/2284	Lock & Key Centre	17525	10 x allotment shed keys cut	£50.00	£10.00	£60.00
27/02/2024	Viking	3848975	Office stationary and paper	£45.22	£9.04	£54.26
04/03/2024	Your Café in the Park	INV-0713	Cleaning Feb 24	£580.00	£0.00	£580.00
Direct Debits:						
04/03/2024	British Gas	884835524	Car Park electric Feb 24	£22.12	£1.10	£23.22
14/03/2024	British Gas	7126447	Office electric Feb 24	£350.11	£70.02	£420.13
27/02/2024	Buckinghamshire Council	2205075618	Dog bins emptying 2023/24	£1,532.44	£306.49	£1,838.93
01/03/2024	Buckinghamshire Council	2205076873	Waste Feb 24	£327.80	£0.00	£327.80
24/01/2024	Buckinghamshire Council	2205073041	SI Electricity Dec22-Jan 23 & March23	£10,729.25	£2,145.85	£12,875.10
14/03/2024	DRAX	1107753818	Additional SL Electricity Feb 2024	£117.17	£5.86	£123.03
14/03/2024	DRAX	1107753819	SL Electricity Feb 2024	£1,642.32	£328.47	£1,970.79
28/02/2024	HugoFox	INV-4485	Website hosting	£19.99	£4.00	£23.99
13/03/2024	Tanswell Technology	12287	Prepaid Support 3 hrs	£195.00	£39.00	£234.00
13/03/2024	Tanswell Technology	12306	Office IT software	£49.50	£9.90	£59.40
Debit Card						
21/02/2024	Amazon	138128771-2024-17553	Tools	£17.40	£3.49	£20.89
21/02/2024	Amazon	174640661-2024-33	Digital people checker clicker x 2	£9.14	£1.84	£10.98
21/02/2024	Amazon	1352118955-2024-52	Key fobs	£7.49	£1.50	£8.99
04/03/2024	Aston Clinton Stores	receipt	Festival/Speedwatch posters 8 weeks	£ 9.60	£ -	£9.60
26/02/2024	Co-op	receipt	milk	£ 0.85	£ -	£0.85
04/03/2024	Co-op	receipt	milk	£ 0.85	£ -	£0.85
14/03/2024	Prestwood Post Office	receipt	milk	£ 1.00		£ 1.00
12/03/2024	Sainsburys	receipt	rubbish sacks/wipes/washing bowl	£ 10.00		£10.00
17/02/2024	Tesco	receipt	cleaning cloths	£ 2.95	£ -	£2.95
				£19,170.11	£3,550.82	£22,720.93
INCOME February 2024						
Date	Company	Invoice Number	For	Amount £		
various	Allotment holders	various	Allotment tenancies	£77.00		
19/02/2024	Aston Park Tennis Club	licence fee	2024 Licence fee for Tennis Club	£18.00		
04/02/2024	GS Fitness		Fitness area hire	£308.45		
08/02/2024	HMRC	claim	VAT on sporting fees refund	£2,386.59		
29/02/2024	Memorials of Distinction	B23/25	Memorial Permit 6o	£200.00		
02/02/2024	Minerva Stoneworks	B23/24	Memorial Permit O265	£200.00		
20/02/2024	Street2 Pro	PPS2P/23/04	Pitch hire Feb 24 half tern	£90.00		
05/02/2024	Your Café in the Park	rent	Monthly RKP rental payment	£1,800.00		
				£5,080.04		



Agenda Item: 23.121b

To Consider the New Devolved Services Agreement

REPORT AUTHOR: MRS S PAYNE CLERK/RFO

SUMMARY

To consider the terms of the updated Devolved Services Agreement with Bucks Council.

BACKGROUND

Bucks Council have reviewed the current devolved services agreement with the new agreement commencing on 1st April 2024. The agreement will supersede all previous agreements. They have confirmed that no additional activities have been added but grass cutting areas have been revised. They have requested a response by 15th March but I have had it extended to 25th March

I have noted that the changes to the map include the addition of Church Lane, a verge in Long Plough and two verges in Putnams.

Council are asked to consider whether they wish to continue with the devolved services agreement under these new terms.

Should Council decide not to continue with devolved services the service would revert to Bucks Council.

Aylesbury Town Council have confirmed that they are able to continue providing the verge cutting service.

FINANCIAL & GOVERNANCE CONSIDERATIONS

The Devolved Services payment will remain as 2023/24 at £6,198.38.

The 2024/2025 Devolved Services budget is £15,000 to provide for siding out and weedkilling work

LEGAL & OTHER IMPLICATIONS

There are no legal or other implications in respect of this project.

RECOMMENDATION:

That Council consider the updated agreement and maps and decide whether they wish to agree to the terms or if they no longer wish to take on the devolved service.



**Directorate for Communities
Highways & Technical Services**

Service Director: Kevin Goad
Buckinghamshire Council
Walton Street Offices
Walton Street
Aylesbury HP20 1UA

01296 382416
www.buckinghamshire.gov.uk

Aston Clinton Parish Council

Ref: Devolution Agreement 2024/25
27 February 2024

Dear Clerk,

Subject: Local Council (LC) Devolution Agreement

Following our recent correspondence, I am pleased to enclose your Highways Devolution Agreement for the commencement of Highways Devolved activities from 1st April 2024. This Agreement supersedes and extinguishes all previous agreements between us, whether written or oral, relating to the subject matter of the Agreement.

Your Highways Devolution payment for 24/25 will be £6198.38. Please could you review it and arrange for your authorised signatories to sign where indicated (on page 8) utilising a handwritten digital signature. Please then save this as a word document and return to us **via email only** to devolution@buckinghamshire.gov.uk mailbox. **Postal copies will not be accepted.** Please find below clear instructions on how to create and insert a handwritten digital signature should you require it.

<https://support.microsoft.com/en-us/office/insert-a-signature-f3b3f74c-2355-4d53-be89-ae9c50022730>

On receipt, we will arrange for the BC authorised signatory's countersignature and return a copy to you.

Enclosed with this bundle is your grass cutting map. A new grass survey was undertaken in 2023 however, this has proven to be a larger project that originally anticipated. To facilitate the new agreement and funding payment for 2024/2025 you may notice an alteration to the square meterage of urban grass that is included in these maps. Please note that for 24/25 **there is no reduction in payment for grass cutting** however if your area has significantly increased in square meterage to be cut this will be reflected in the payment. Please can you check your maps for any changes and if you note any errors, please contact the Highways Devolution Officer with the information. A new online map will be made available to all by the end of April 2024.

Finally, please could you complete and return the attached Bank Details form, providing us with the bank details you wish all the funding payments to be made to. We are aware that some town and parish councils have previously submitted this information but for clarity please resubmit this information once again. Without these details we will be unable to transfer any monies to you. *If you have all or part of your funding paid directly to another Local Council, please return a completed Bank Details form for each funding recipient. We look forward to receiving your signed Agreement and Bank Details.*

We look forward to receiving your signed Agreement and completed Bank Details form by 15th March 2024 latest otherwise payment will be delayed.

Yours sincerely,

Dave Roberts
Head of Highways
Buckinghamshire Council



Buckinghamshire
Highways

LOCAL COUNCIL HIGHWAYS DEVOLUTION SCHEME

AGREEMENT 2024-25

THIS AGREEMENT is made the 1ST day of APRIL 2024

BETWEEN

1. **BUCKINGHAMSHIRE COUNCIL** (“the Council”) of The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire, HP19 8FF and
2. **ASTON CLINTON PARISH COUNCIL** (“the local council”) of Council Office, Aston Clinton Park, London Road Aston Clinton, Buckinghamshire, HP22 5HL

Agreed terms

1 Interpretation & Definitions

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

Annual Funding: the funding (as detailed in clause 6) which the Council will pay the local council on an annual basis.

Commencement Date: date this Agreement comes into force.

Council's Representative: the Council's Representative appointed under clause 4.

Devolved Activities: those activities detailed in the First Schedule of this Agreement.

Devolved Functions: means the Functions devolved by clause 3 below.

Force Majeure Event: any cause affecting or delaying the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered a Force Majeure Event if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

Functions: means powers and duties of a local authority and includes the power to do anything which is calculated to facilitate or is conducive or incidental to the discharge of their functions.

Local Council's Representative: the local council's representative appointed under clause 5.

Service Provider: the person or persons engaged (whether paid or non-paid) or employed by the local council in order to perform the Devolved Activities.

Working Day: Monday to Friday excluding English Bank Holidays.

- 1.2 The First Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the First Schedule.

NOW IT IS AGREED as follows:

1 Recitals

- 1.1 The local council wishes to exercise within its area the Functions of the Council specified in the First Schedule.
- 1.2 The Council is willing to enter into arrangements with the local council pursuant to the Local Government Act 1972 Section 101 and all of the other enabling powers for the provision of those Functions by the local council on the following terms.

2 Commencement and Duration

- 2.1 This Agreement shall come into effect on 1st April 2024.
- 2.2 This Agreement shall continue until this Agreement is terminated by either party giving not less than 6 months' notice in writing, the earliest date of which being 1st September 2024, or unless this Agreement is terminated in accordance with clause 8.

3 Devolvement of Functions

- 3.1 In consideration of the provisions of this Agreement and pursuant to the above-mentioned powers the Council devolves to the local council and the local council accepts the devolvement of the Council's Functions as respects the administrative area of the local council to enable the local council to carry out the Devolved Activities and subject to the conditions and restrictions referred to in the First Schedule.
- 3.2 Devolvement of the Council's Functions does not include devolvement of the Council's statutory responsibilities to deliver the Functions.
- 3.3 The Council warrants to the local council that it has the statutory powers to undertake the Devolved Functions and that the Council has validly resolved to arrange for the delivery of the Devolved Functions by the local council. The Council shall indemnify and keep indemnified the local council against all losses and claims directly arising from a breach of this clause.

4 Council's obligations

- 4.1 The Council shall appoint the Council's Representative who shall act as the initial point of contact in relation to this Agreement. The Council may replace the representative from time to time where reasonably necessary in the interests of the Council's business.
- 4.2 The Council shall pay the Annual Funding to the local council in accordance with clause 6.

5 Local Council's Responsibilities

5.1 The local council shall:

- a) Perform the Devolved Functions and carry out the Devolved activities;
- b) Co-ordinate and manage the service delivery, appoint a Local Council Representative who shall act as the initial point of contact in relation to this Agreement. The local council may replace this representative from time to time where reasonably necessary in the interest of the local council's business.
- c) Provide the Council Representative, by the Commencement Date, with an email address and contact telephone number for the Local Council Representative (or the replaced representative).
- d) Have in place a process to ensure that formal complaints [from the members of the public or the Council] received with reference to the Devolved Functions are

recorded, monitored, and managed appropriately (Appendix D gives an example of the data presently recorded by the Council).

- e) Appoint a Service Provider, on an employment basis or by engaging a contractor or volunteers or utilise local council resource, in order to ensure provision of Devolved Activities.
- f) Attend any necessary meetings with the Council as are required, one of which will be the Safety Awareness Overview, attendance of which is mandatory by the Local Council's Representative and at least one Parish Operative responsible for undertaking devolved activities.
- g) Monitor the standards of the Devolved Activities performed by the local council, ensuring that the minimum standards required by law and those stated in the First Schedule are met.
- h) Share the local council's Annual Report (by 31st May each year) with the Council. This should include:
 - i. Details of how any complaints have been made and how they were resolved.
 - ii. Details of how the local council has expended the Annual Funding.

5.2 The local council warrants to the Council that they have read and understood, and raised any matters not understood to the Council, the following documents viewable and downloadable via a link to the Council's SharePoint folder which has been provided by the Council:

- i. Devolved Services – Identifying, Managing & Monitoring Risk
- ii. Hedge Cutting Process flowchart (2023)
- iii. HSE Employers' Liability (Compulsory Insurance) Act 1969 - A brief guide for employers
- iv. Insurance guidance for Local Councils
- v. Method Statements
- vi. Devolution First Schedule
- vii. Technical Clarification
- viii. Agreement Appendices
- ix. Noxious Weeds information
- x. Buckinghamshire Highways Guidance for Street Lighting
- xi. FAQ's
- xii. Bus Stop Information Sheet

The local council representative will cascade information from the above documents to their staff, Service Provider, sub-contractors and/or volunteers as extensively as possible.

5.3 The local council represents that [*either*] [it is an "eligible parish council" for the purposes of section 8 Localism Act 2011] *or* [it has an express statutory power to carry out the Delegated Activities]

6 Funding

6.1 The Council shall pay to the local council the Annual Funding as follows:

2024-2025 **£6198.38** 1st April 2024

6.2 Subject to clause 8, in the event of this Agreement being terminated by either party howsoever arising the local council shall return to the Council any part of the Annual Funding paid to the local council that remains unspent within that funding year within 14 days of any such request being made by the Council and the unspent funding shall be that amount that remains unspent at the date of the Council's request.

- 6.3 For the purpose of clause 6.2, all unspent funding at the time of the Council's request shall be returned to the Council save that which the local council is contractually obliged to pay to a Service Provider at the time of the Council's request.

7 Insurance and Indemnity

- 7.1 The local council shall put in place public liability indemnity insurance of £10,000,000 together with the appropriate employer's liability insurance and inform its insurers of its involvement of the arrangement in this agreement. Where a Service Provider is contracted on a service contract for the provision of the Devolved Function, the local council must ensure that the Service Provider also has this type and level of indemnity.
- 7.2 The local council shall, up to the public liability indemnity as detailed in clause 9, indemnify and keep indemnified the Council and its respective councillors, employees, agents, officers or sub-contractors against all losses and claims where the Council is legally liable for any injuries (including death, illness and disease) or physical damage of any type to any person or property whatsoever which may arise out of or in consequence of the execution of this Agreement, breach of any of the provisions of this Agreement, in respect of the Devolved Functions and/or the performance of the Devolved Activities and against all (but not limited to):
- i. Claims; or
 - ii. Demands; or
 - iii. Proceedings; or
 - iv. Damages; or
 - v. Costs; or
 - vi. Charges; or
 - vii. Liabilities; or
 - viii. Losses; or
 - ix. Actions; or
 - x. Expenses whatsoever in respect thereof or in relation thereto.

The local council and the Council agree to provide prompt notice to the other of any such claim. The Council shall have the right to control the defence of any such claim subject to the conditions of the local council's insurance provider. Nothing in this clause shall restrict or limit or fetter the Council's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity and this indemnity shall not cover the Council to the extent that a claim under it results solely from the Council's own negligence or wilful misconduct.

8 Termination

- 8.1 This Agreement may without prejudice to the Local Government Act 1972 Section 101(4) be terminated with immediate effect should either party have to utilise clause 8.2 of this Agreement.
- 8.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately on giving notice to the other if:
- a) The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
 - b) The other party commits a breach of any of the terms of this Agreement and if such a breach is remediable fails to remedy that breach within 30 days of that party being

notified in writing of the breach. The parties may agree a longer term, in writing, on a case-by-case basis; or

- c) The other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the reasonable opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

8.3 On termination of this Agreement for any reason:

- a) The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
- b) Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clause 9 (Limitation of liability).

9 Limitation of liability

9.1 This clause 9 sets out the entire financial liability of the Council and the local council (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the other in respect of:

- a) Any breach of this Agreement however arising
- b) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

9.2 Nothing in this Agreement limits or excludes the liability of the Council or the local council:

- a) For death or personal injury resulting from negligence; or
- b) For any damage or liability incurred by the local council or the Council as a result of fraud or fraudulent misrepresentation by the other party.

9.3 Subject to clause 9.2:

- a) The Council or the local council shall not under any circumstances whatever be liable for:
 - i. Loss of profits; or
 - ii. Loss of business; or
 - iii. Depletion of goodwill and/or similar losses; or
 - iv. Loss of anticipated savings; or
 - v. Loss of goods; or
 - vi. Loss of contract; or
 - vii. Loss of use; or
 - viii. Loss of or corruption of data or information; or
 - ix. Any special, indirect, consequential, or pure economic loss, costs, damages, charges or expenses.

9.4 The Council's and the local councils' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the amount of Annual Funding provided that for the avoidance of doubt this clause 9.4 shall not apply to the indemnities at clauses 3.3 and 7.2 of this Agreement.

10 Entire Agreement

10.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

10.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

10.3 Nothing in this clause shall limit or exclude any liability for fraud.

11 Assignment

11.1 The local council shall not, without the prior written consent of the Council, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement providing that for the avoidance of doubt this clause does not prohibit the subcontracting of the undertaking of the Devolved Activities to a Service Provider.

11.2 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

12 Confidentiality and the Council's/Local Council's Property

12.1 Subject to clause 12.2 and except as may be necessitated by law or enforcement agencies the Council and the local council shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the other party, its employees, agents, consultants or sub-contractors and any other confidential information concerning (as the case may be) the Council's or the local council's business for its products which the other party may obtain.

12.2 The Council and the local council each acknowledge that the other party is subject to the requirements of the Environmental Information Regulations 2004 (EIR) and the Freedom of Information Act 2000 (FOIA). Each party shall take reasonable steps to notify the other party of any requests it receives for confidential information relating to the Devolved Activities and shall have due regard to any representations made by the other party when considering the disclosure of information under the EIR and FOIA.

13 No Partnership or Agency

13.1 Nothing in this Agreement is intended to, or shall operate to, create a legal partnership between the parties.

13.2 Nothing in this Agreement is intended to, or shall operate to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) provided that nothing in this clause shall restrict the proper and lawful performance of the Devolved Functions by the local council in accordance with the other terms of this Agreement.

13.3 This Agreement will operate to the mutual benefit of both parties.

14 Rights of Third Parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

15 Variation

This Agreement may be varied from time to time by agreement in writing between the parties.

16 Monitoring

The Council will monitor the Devolved Activities performed by local councils and feed back to them any items which it feels require their attention. Monitoring will be performed on the Councils behalf by the Buckinghamshire Highways Inspectors and Local Area Technicians (LATs), who will do this activity as part of their duties while travelling the county, working with local councils to provide advice and guidance to resolve any items which they feel require attention.

17 Good Faith and Collaborative Working

The parties shall at all times act in good faith towards each other and shall establish, develop and implement a collaborative relationship based on trust, fairness and mutual co-operation, and shall freely share information, with the objective of enabling the local council to effectively provide the Devolved Activities for the benefit of the local council's administrative area.

..... Authorised Signatory of **Buckinghamshire Council**

..... PRINT NAME

Date:

..... Authorised Signatory of the **Local Council**

..... PRINT NAME

Date:

..... Authorised Signatory of the **Local Council**

..... PRINT NAME

Date:

THE FIRST SCHEDULE –

A link to this document outlining Devolved Functions and all other supporting documents to this agreement as outlined in clause 5.2 will be emailed to the Local Council Representative at the same time as sending the Devolution Agreement for signing (this is due to the size of the document being too big to email).

The Local Council is advised to read and download a copy of this document for reference.

APPENDIX A

Charity Event Signage

Charity event signage will only be permitted if a request for permission is made and approved and subject to the sign permit general conditions.

All requests must be sent to the Local Council Clerk and each request considered on its merits and in light of general conditions.

If a request is approved, the approved letter should be sent to the applicant on Local Council headed stationery.

Charity Event Signage - Approved Letter Template

Dear *[name]*

TEMPORARY SIGNING FOR LOCAL EVENTS

Permit No *[number]* for a two-week period up to *[dd/mm/yy]*

I write to inform you that permission has been granted to place signs at the following locations:

- *[Location name]*
- *[Location name]*
- *[Location name]*
- *[Location name]*

As you know, we undertake not to remove these signs so long as the promoter complies with the permitted conditions, which are attached.

Yours sincerely,

Local Council Clerk
[Local council name]

Charity Event Signage – Sign Permit General Conditions

1. Signs are not to be erected more than two weeks before the event and are to be taken down immediately after the event.
2. The signs are to be confined to the immediate locality of the event and shall be positioned as far back from the edge of the carriageway as possible at each location. A maximum of 4 signs only are allowed per event.
3. The signs should be at least 1 metre from any junction and not obstruct any visibility splay, footway or vehicular access; nor shall they be placed in such a position as to contravene any traffic regulation order or impede fire hydrants, inspection covers or Statutory Undertakers' apparatus.
4. The signs are to be freestanding and on no account are they to be attached to road signs, lamp columns, street furniture, etc.
5. The maximum size of the signs is to be 1.0 square metre.
6. The signs should be properly constructed and fit for the purpose and on removal the highway shall be left in a clean and tidy condition and any damage shall be repaired to the satisfaction of the highway authority.
7. The location of any Statutory Undertaker's plant must be ascertained prior to the erection of signs.
8. Any claim on the Local Council resulting from any incident involving the signs will be referred to the person/organisation that erected the signs. It is advisable that suitable cover against any such claim is provided by an appropriate insurance policy.

Failure to comply with any conditions specified in this permission will result in the removal of the signs and, in accordance with Section 149 of the Highways Act 1980, any costs incurred may be recovered from the promoting body.

APPENDIX B

Hedge Cutting

Section 154 Highways Act 1980 states that cut-back is required where a hedge, tree or shrub overhangs a highway or any other road or footway to which the public has access so as to endanger or obstruct the passage of vehicles or pedestrians, or obstructs or interferes with the view of drivers or vehicles or the light from a public lamp, or overhangs a highway so as to endanger or obstruct the passage of horse-riders.

Most hedges that front public highways are the responsibility of the frontager. The frontager can be a private householder within, for example, a residential area, can be a farmer in rural areas, or could be a company. The owner is rarely the Council unless they are the owner of the land to which the hedge forms a boundary.

Overgrown hedges can cause all manner of problems to highway users, ranging from obstruction of sightlines at junctions to inconvenience to pedestrians walking along footways and footpaths.

The local council's role is to ensure that frontagers/landowners/occupiers responsible for overgrown hedges maintain them to avoid such problems. Normally, a telephone call or a politely worded letter to the frontager is sufficient and often achieves the desired action. However, in some cases it may be necessary to serve what is known as a Hedge Cutting Notice under the Highways Act 1980, although this course of action is potentially confrontational and time consuming. The friendly approach is normally the preferred option.

In many cases frontagers may not be aware of their responsibilities for maintaining hedges and it quite often comes as a surprise when they are asked to carry out maintenance. Therefore, local councils are encouraged to communicate these responsibilities to frontagers where hedge maintenance may be causing problems.

In the first instance, frontagers/landowners should be identified/found and, if appropriate, issued a letter. If they cannot be found or they have not cut the hedge (and this priority work is still required) or they are identified as the Council, local councils are required to cut-back the hedge.

- Avoid activity during bird nesting season. This is generally considered to be between 1st February and 31st August but can change dependent upon seasonal variations.
 - a. Site Assessment required for nesting birds if necessary to cut during nesting season.
- Safety: hedges should be cut-back to prevent any overhang of pedestrian areas (footways) or trafficked areas (carriageway). When cutting-back it is common sense to cut-back further where practicable to avoid repeat visits.
- Signing: the general rule is that signs should be visible/legible to a driver from a distance of 50m back (from the drivers' position) within the carriageway. Cut-back activities should bear this in mind.
- Specific, individual cut branches should be removed from site rather than chipped or stacked.
- Hedges can be cut mechanically.

Hedge Cutting Process

1. Identify the frontager/landowner.
 - a. If they prove to be untraceable, contact the Highways Devolution Officer, who may be able to assist.
 - b. If they prove to be the Council, required works should be performed without any letter or notice requirements.
2. Send an initial letter (as per Agreement, Appendix B, Hedge Cutting Letter Template 1) to frontager/landowner to request that they deal with the overhanging vegetation that is causing an obstruction and/or danger to the public highway.
 - a. Frontager/landowner get 14 days to respond to the initial letter.
3. If no response is received within 14 days, send a reminder letter (as per Hedge Cutting Letter Template 2).
 - a. If no response received within 14 days contact BC Highways Devolution Officer to arrange for the issue of a final letter and warning of potential Enforcement Notice to the landowner / frontager should work not be undertaken.
4. BC Legal issue Enforcement Notice
 - a. Frontager/landowner gets 14 days to complete works or 21 days to appeal the Notice (The Enforcement Notice is issued under section 154 of the Highways Act 1980, which allows the party served 21 days to appeal to the Magistrates Court, meaning that even though we can give 14 days to carry out the works, the works can't be undertaken until the full 21 days has expired as they need to be given the full notice period to appeal).

*BC Devolution Officer requires the following information to issue an Enforcement Notice:

- The approximate highway encroachment/obstruction caused
- The specific action needed e.g. hedge cut back by at least a metre
- Copies of all previously communication with frontage/landowner plus photos.

The Enforcement Notice will state that if they fail to comply, the council may undertake the works and recover from the frontager/landowner the costs reasonably incurred in doing so, including the costs associated with the drafting and serving of the Notice. If the notice is not complied with the council reserves the right to undertake the work outside of normal working hours if required, which may involve contractor overtime rates being applied. Any claims for injury or loss as a result of obstruction by vegetation growth or any other reason will be passed on to the frontager/landowner to settle. The Council will also seek damages for any damage to the highway affected by failure to maintain the resident's land. Also, the Notice highlights that under Section 148 of the Act they are required to ensure the highway is left clear of all debris following any cutting/felling operations the frontage/landowner undertakes.

Should the frontage/landowner not pay the invoice (within your statement payment terms), the invoiced costs can be recovered (as a civil debt within the small claims court).

Hedge Cutting Letter Template 1

[Name or 'The Occupier']

[Address]

IMPORTANT - THIS NOTICE AFFECTS YOUR PROPERTY

HIGHWAYS ACT 1980, SECTION 154 – OVERGROWN HEDGE CAUSING A DANGER OR NUISANCE

Relevant Property / Location *****

Dear [Name or 'The Occupier']

Following [an inspection at the above-mentioned site] [a recent complaint to this office] I write to advise you that the [tree(s), hedge(s), shrub(s)] identified in yellow on the attached map overhang[s] the [highway], [road] or [footpath] to:

1. Endanger or obstruct the passage of vehicles or pedestrians, and/or
2. Obstruct or interfere with the view of drivers or vehicles, and/or
3. Obstruct or interfere with light from a public lamp, and/or
4. Potentially cause danger to the [highway], [road] or [footpath]

We have attached photographs highlighting the issue.

Please make arrangements to undertake work to cut back the vegetation **within fourteen days** of the date of this letter so the hedge is in line with your property boundary, the full width of the footway is available for pedestrian use and no lighting is interfered with.

Hedges incorporating trees should be cut back so that no vegetation overhangs the footway below a height of 2.5m; this is to ensure highway users have unhindered passageway. If the tree is subject to a Tree Preservation Order or is within a conservation area, you are advised to discuss the works in advance with Buckinghamshire Councils Planning Team.

Please do not ignore this letter. If you are not the owner of the property, please pass it onto the relevant person and contact us with the details of the person you feel is the responsible party.

To avoid the need for further action your co-operation in this matter is greatly appreciated. Should you wish to discuss this matter please contact me on the above telephone number.

Yours faithfully,

[Officer Name]

[Officer Position]

Hedge Cutting Letter Template 2

IMPORTANT - THIS NOTICE AFFECTS YOUR PROPERTY

HIGHWAYS ACT 1980, SECTION 154 – OVERGROWN HEDGE CAUSING A DANGER OR NUISANCE

Relevant Property / Location *****

Dear [Name or 'The Occupier']

Further to my previous correspondence dated XXX and following a subsequent site inspection at the above-mentioned location, I write to advise you that no works have been undertaken and the [tree(s), hedge(s), shrub(s)] identified in yellow on the attached map [is/are] likely to cause danger by falling on the public highway.

I attach photographs we took on our last inspection along with images dated*****

You are required to undertake work to cut back the vegetation **within FOURTEEN days** of the date of this letter so that it no longer causes a danger/and or obstruction to highway users.

Should we receive no response from you following your receipt of this letter and a further site inspection by our team confirms that no works have taken place, we will forward all correspondence to Buckinghamshire Council's Highway Enforcement Team for further action.

Failure to act could lead to works being undertaken by Buckinghamshire Council and the full costs being charged to you under the Highways Act 1980 by court order.

Yours [sincerely/faithfully]

[Officer Name]

[Officer Position]

APPENDIX C

Procedure for removal of illegal signs in the public highway

Notwithstanding the Councils' right and obligation to ensure the highway is safe, it is not permitted to damage private property in achieving this aim, even if it is in, on or encroaching into the highway. Should an incident occur and be attributable to a 'private' obstruction on the highway, the person owning the obstruction is liable.

As long as reasonable care is employed during its' removal and the sign is undamaged, no liability lies with the remover. Given that the owner has placed the sign in a public space (i.e. on the highway) the burden of proof on it being damaged during its' removal lies with the owner, not the remover. We emphasise that you must employ reasonable care.

If an illegal sign is so embedded into the highway (including any supports) that removing it effectively destroys it, it should not be removed and should be reported to the Highways Devolution Officer and the Local Area Technician for action.

1. If the owner is known, advise them of their liability and notify them that they have 7 days to remove the sign. This 'advice' can be performed either verbally or in writing. If verbally, you must note when this occurred and what was said.
2. If the owner is unknown, affix the notice letter to the sign stating that this sign is illegal, in accordance with the Highways Act 1980, and will be removed within in 7 days.
 - a. The sign owner gets 7 days to remove the sign.
3. If the sign is not removed within 7 days, it should be carefully removed and held in storage (for 28 days).
4. If the signs are not collected within 28 days, they can be disposed of appropriately.
5. Should offenders persist in placing illegal signs the matter should be referred to the Highways Devolution Officer and the Local Area Technician. BC retains the right to take whatever legal action it considers appropriate.

Illegal Sign Notice/Letter Template

[Name – if known]

[Address – if known]

SECTION 149 HIGHWAYS ACT 1980

IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear *[Name]*

ILLEGAL SIGN[S] – *[Location]*

Following [an inspection at the above-mentioned site] [a recent complaint to this office] I write to advise you that the signs[s] you have erected overhang[s] the [highway], [road] or [footpath] [and/or obscures official highway signs] so as to:

1. Endanger or obstruct the passage of vehicles or pedestrians, and/or
2. Obstruct or interfere with the view of drivers or vehicles, and/or
3. Obstruct or interfere with light from a public lamp, and/or
4. Potentially cause danger to the [highway], [road] or [footpath]

Should an incident occur and be attributable to the obstruction[s] (mentioned above), the person owning the obstruction is liable.

Please confirm to me, as soon as possible, and within 7 days of the date of this notice, that [it/they] [has/have] been removed. If the sign[s] [is/are] not removed within 7 days, [it/they] will be removed and held in storage (for 28 days) to be reclaimed. If they are not collected within 28 days, they will be disposed of.

To avoid the need for further action your co-operation in this matter is greatly appreciated. Should you wish to discuss this matter please contact me on the above telephone number.

Yours *[sincerely/faithfully]*

[Officer Name]

[Officer Position]



Aston Clinton Parish Devolved Grass Verges

