



Ref: Agenda/F&GP– 16th September 2025

11th September 2025

Dear Sir/Madam

All Members of the Finance & General Purposes Committee are hereby summoned to the Finance & General Purposes Committee Meeting of Biggleswade Town Council that will take place on Tuesday **16th September 2025** at the **Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade** commencing at **7:00pm**, for the purpose of considering and recommending the business to be transacted as specified below.

Yours faithfully

A handwritten signature in black ink, appearing to read "Peter Tarrant".

Peter Tarrant
Town Clerk & Chief Executive

Distribution: All Town Councillors
 Notice Boards
 The Press

Committee Members:

Cllr. D Strachan (Chairman)
Cllr. I Agnew (Deputy Chairman)
Cllr. M Foster
Cllr. M Knight
Cllr. M North
Cllr. M Russell
Cllr. C Thomas
Cllr. J Woodhead (Ex-officio Member)
Cllr. D Albone (Ex-officio Member)

AGENDA

1. APOLOGIES FOR ABSENCE

Schedule 12 of the Local Government Act 1972 requires a record be kept of the Members present and that this record form part of the minutes of the meeting. Members who cannot attend a meeting should tender apologies to the Town Clerk.

2. DECLARATIONS OF INTEREST

To receive Statutory Declarations of Interests from Members in relation to:

- a. Disclosable Pecuniary interests in any agenda item.

If a Member has declared a Disclosable Pecuniary interest, they must withdraw from the meeting during consideration of the item to which the interest relates. If the Member has been granted a dispensation by the Council, they must still declare the interest but may take part in the discussion and vote.

- b. Non-Pecuniary interests in any agenda item.

This is an interest which is not pecuniary (as defined) but is nonetheless so significant that a member of the public with knowledge of the relevant facts, would reasonably regard to be so significant that it would materially impact upon your judgement of the public interest. Upon identification Members can take part in any vote.

3. CHAIRMAN'S ANNOUNCEMENTS

4. PUBLIC OPEN SESSION

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, pertaining to matters listed on the agenda.

Please register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_w0WkDJXS7KjGrmcYWsJlw

Each Speaker will give their name to the Chairman, prior to speaking, which will be recorded in the minutes, unless that person requests otherwise. Each Speaker will be allowed **one three-minute slot**.

5. INVITED SPEAKER

None.

6. MEMBERS' QUESTIONS

7. MINUTES AND RECOMMENDATIONS OF MEETINGS

- a. The Minutes of the Finance & General Purposes Committee Meeting held on **Tuesday 1st July 2025** at the Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade.

8. MATTERS ARISING

- a. The Minutes of Finance & General Purposes Committee Meeting held on **Tuesday 1st July 2025**.

9. ITEMS FOR CONSIDERATION

- a. **Grants Applications 2025/26 – Tranche One**

For Members to receive and consider a written report from the Head of Finance.

b. **Financial Regulations Review**

For Members to receive and consider a written report from the Head of Finance.

c. **General Reserves Policy Update**

For Members to receive and consider a written report from the Head of Finance.

d. **Orchard Centre Policy and Hirer Agreement**

For Members to receive and consider a written report from Head of Governance and Public Realm Manager.

e. **Section 106 (S106) Priorities Update**

For Members to receive and consider a written report from Head of Governance and Head of Finance.

10. ITEMS FOR INFORMATION

a. **Bank Reconciliation**

The bank reconciliations for the first quarter were presented to Members at the Council meeting held on 12 August 2025. The second quarter bank reconciliations will be presented at the Council meeting on 11 November 2025.

11. PUBLIC OPEN SESSION

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, in respect of any other business of the Town Council.

Please register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_w0WkDJXS7KjGrmcYWsJlw

Each Speaker will give their name to the Chairman prior to speaking, which will be recorded in the minutes, unless that person requests otherwise. Each Speaker will be allowed **(one) three-minute slot**.

12. EXEMPT ITEMS

The following resolution will be **moved** that it is advisable in the public interest that the public and press are excluded whilst the following exempt items are discussed.

(Exempt minutes of the Finance & General Purposes Committee Meeting held on Tuesday 1st July 2025).

(Drove Road Report).

(Market Licence).

(Orchard Centre Update).

Pursuant to section 1(2) of the public bodies (Admission to Meetings) Act 1960 Council **resolve** to exclude the public and press by reason of the confidential nature of the business about to be transacted.



**MINUTES OF THE FINANCE & GENERAL PURPOSES COMMITTEE MEETING ON
TUESDAY 01st JULY 2025 AT THE OFFICES OF BIGGLESWADE TOWN COUNCIL,
THE OLD COURT HOUSE, 4 SAFFRON ROAD, BIGGLESWADE COMMENCING AT
7.00PM**

PRESENT:

Cllr. D Strachan (Chairman)
Cllr. I Agnew (Deputy Chairman)
Cllr. M Foster
Cllr. M North
Cllr. D Albone (Ex-officio Member)

Mr P Tarrant – Town Clerk & Chief Executive
Mr E Bour – Head of Finance & Deputy RFO
Miss A Green – Committee Clerk

Members of the Public – 0

Meeting Formalities:

Following a reminder to meeting attendees, both panel and public, that this is a formal meeting, the Chairman advised that members of the public will be given an opportunity to speak during public open session but not at other times. The meeting is being filmed and by being present attendees are deemed to have agreed be filmed and to the use of those images and sound recordings. The Chairman advised that attendees should not disclose any personal information of individuals as this would infringe the Data Protection Rights of the individual. The Chairman asked everyone to mute their microphones when not speaking.

1. APOLOGIES FOR ABSENCE

- a. Cllr. M Knight, Cllr. C Thomas, Cllr. J Woodhead, Cllr. M Russell.

2. DECLARATIONS OF INTEREST

- a. **Disclosable Pecuniary interests in any agenda item:**

None.

- b. **Non-Pecuniary interests in any agenda item:**

None.

3. CHAIRMAN'S ANNOUNCEMENTS

The Chairman had no announcements.

4. PUBLIC OPEN SESSION

- a. No members of the public were present, either online or in person.

5. INVITED SPEAKER

There were no invited speakers.

6. **MEMBERS' QUESTIONS**

- a. None.

7. **MINUTES AND RECOMMENDATIONS OF MEETINGS**

No amendments were made to the minutes.

The Minutes were **APPROVED** as an accurate record of the Finance & General Purposes Committee held on Tuesday 18th March 2025.

8. **MATTERS ARISING**

There were no matters arising from the minutes of the previous meeting.

9. **ITEMS FOR CONSIDERATION**

a. **Risk Management Policy**

The Head of Finance & Deputy RFO outlined the report to Members.

The Head of Finance informed Members that Officers had reviewed the policy and concluded that no changes were necessary.

Risk registers by theme and work area containing live register profiles and mitigations are available on SharePoint and can be viewed by Members.

The Town Clerk & Chief Executive added that internal and external auditors had also reviewed and signed off the Council's risk management policy.

Members **RESOLVED** to authorise Officers to publish the Risk Management Policy on the Town Council website, with a review of the policy to be undertaken by Officers in July 2026.

10. **ITEMS FOR INFORMATION**

a. **Financial Regulations Review**

The Head of Finance & Deputy RFO presented the report to Members.

It was explained that the 2025 version of the Town Council's Financial Regulations would closely follow the NALC template, with appropriate local amendments incorporated.

The draft document has been uploaded to SharePoint for Members to review and provide feedback over a one-month period.

The final version of the document will be presented at the Finance & General Purposes (F&GP) meeting on Tuesday, 16th September 2025, with a recommendation to Full Council in October 2025.

Members thanked Officers for the report.

Members **RESOLVED** to note the report and agreed that the co-produced document, (Suggested New Financial Regulation), be shared with the Finance and General Purposes Committee at its meeting on 16th September 2025, for the Committee to recommend its adoption by the Town Council on 14th October 2025.

b. **Annual Governance and Accountability Return (AGAR) 2024/25**

Members **NOTED** the update.

c. **Bank Reconciliation**

Members **NOTED** the update.

d. **Bank Signatory Update**

The Head of Finance and Deputy RFO updated Members on the progress of adding the new bank signatories.

He explained that one member has full access; the second is pending.

Members **NOTED** the update and requested Officers remind the outstanding Member to complete the process promptly.

11. **PUBLIC OPEN SESSION**

a. No members of the public were present, either online or in person.

It was **RESOLVED** to go into the exempt session in view of the nature of the business to be discussed.

12. **EXEMPT**

a. **Exempt minutes of the Finance & General Purposes Committee Meeting held on Tuesday 18th March 2025**

Subject to Members amendments, the minutes were **APPROVED** as an accurate record of the Finance & General Purposes Committee Meeting held on Tuesday 18th March 2025.

b. **Assets Overview Report**

Members discussed the report by the Head of Governance & Strategic Partnerships and **AGREED** that updated reports to go to future F&GP committee meetings until all land registrations have been completed.

The Chairman closed the meeting at **7:15pm**

BIGGLESWADE TOWN COUNCIL
Finance & General Purposes Committee Meeting 16th September 2025
Item 9a: Grant Applications 25/26 Tranche One

Implications of Recommendations

Corporate Strategy: FINANCIALS: Ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines, and best practice.

Finance: Award available budget to support operation and development of Community Clubs, Charities, and other organisations in Biggleswade.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Purpose of the Report:

To present to Members the applications received for funding from the Community Grant Fund.

Background:

Biggleswade Town Council acknowledges the significant contribution that Community Clubs, Charities, and other organisations make to enrich and improve the quality of life for so many residents in the town. Officers emailed organisations to apply for the Community grant and highlighted the deadline of the application window. The BTC Community grant has been advertised in local newspapers, bulletins, social media platforms including websites and the Council's website.

The Town Council has a budget of £20,000 to cover the two tranches of grant applications for the 2025/26 financial year of which £20,000 remains uncommitted. The applications are considered without prejudice.

Process for awarding grant requests

The Town Council's Grant Policy states that "Finance and General Purposes Committee can approve grants to a maximum of £2,000 and recommend to Council for grants above £2,000". Out of the fourteen grant applications, one applicant (Biggleswade Community Safety Group) grant request is over £2,000. The total amount requested is £2,905.26. The guidelines and criteria for grants are detailed on the Council's website ([Grants-Policy-as-amended-By-Council-Feb-2024.pdf](https://biggleswadetowncouncil.gov.uk/Grants-Policy-as-amended-By-Council-Feb-2024.pdf) (biggleswadetowncouncil.gov.uk)). The Grant Policy emphasises that:

- *"Grant will only be made to cover activities that benefit all or some residents of Biggleswade.*
- *Particular consideration will be given to applications for extraordinary expenditure such as a capital project."*

The Grant Policy will be reviewed at next Finance & General Purposes Committee Meeting on 2nd December 2025.

Summary:

The previous and current grant applications are summarised in tabular form in the attached Appendix A. Each individual application is available in full on SharePoint and hard copies will be made available for those Members who express a preference.

Recommendation:

Officers recommend that Members consider each individual grant application without prejudice.

Ernest Bour
Head of Finance and Deputy RFO

Appendices:

Appendix A: Previous and current grant applications for 2025/26 Tranche 1 (Printed on A3).

BIGGLESWADE TOWN COUNCIL
Finance & General Purposes Committee Meeting 16th September 2025
Item 9b: Update to Financial Regulations

Implications of Recommendations

Corporate Strategy: GOOD GOVERNANCE: Ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines, and best practice.

Finance: Not applicable.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

The Financial Regulations govern the conduct of the financial transactions of Biggleswade Town Council and may only be amended or varied by resolution of the Council. Officers also rely on the guidance notes published by the National Association of Local Councils (NALC) on Procurement, Legal Proceedings, Contracts and Charity Law. Consistent with good practice, the Council's Financial Regulations will continue to be reviewed on an annual basis.

The Council's Financial Regulations were last updated on the 13th of August 2024. Members were in support of the recommendation to properly replicate the exact guidance of the NALC template from the 2025. Since this time, NALC has published a new template of Model Financial Regulations for Councils in March 2025.

Members agreed the process of reviewing the Financial Regulation during a Finance & General Purposes Committee meeting on 1st July 2025. It was resolved that:

"The co-produced document, (Suggested New Financial Regulation), be shared with the Finance and General Purposes Committee at its meeting on 16th September 2025, for the Committee to recommend its adoption by the Town Council on 16th October 2025".

Officers have reviewed the Council's Financial Regulations based on the new NALC's template (March 2025 version) incorporating key aspects from current BTC Financial Regulation, recognising local ways of working. By using the NALC's template model, this will satisfy both internal and external auditors' expectation of the Council.

The draft amended version was shared with broader Members on SharePoint and paper copies were printed for Members who requested for critique and comments. All the comments and observations from Members have been incorporated into the New Suggested Financial Regulations.

The co-produced document (Suggested New Financial Regulations) can be found in the attached Appendix A. All tracked changes within Appendix A relate to local variations from the current BTC Financial Regulations (Appendix B).

Recommendation:

That Members consider and approve the co-produced document (Suggested New Financial Regulations), and subject to any amendments, recommend its adoption by the Town Council at its meeting on 16th October 2025.

Ernest Bour
Head of Finance and Deputy RFO

Appendices:

Appendix A: Suggested New Financial Regulations replicating NALC Model and recognises local ways of working.

Appendix B: BTC Current Financial Regulation.

Appendix C: NALC Financial Regulation Template (Available on SharePoint).



BIGGLESWADE TOWN COUNCIL

FINANCIAL REGULATIONS

BIGGLESWADE TOWN COUNCIL FINANCIAL REGULATIONS

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These Financial Regulations were adopted by the council at its meeting held on [enter date].

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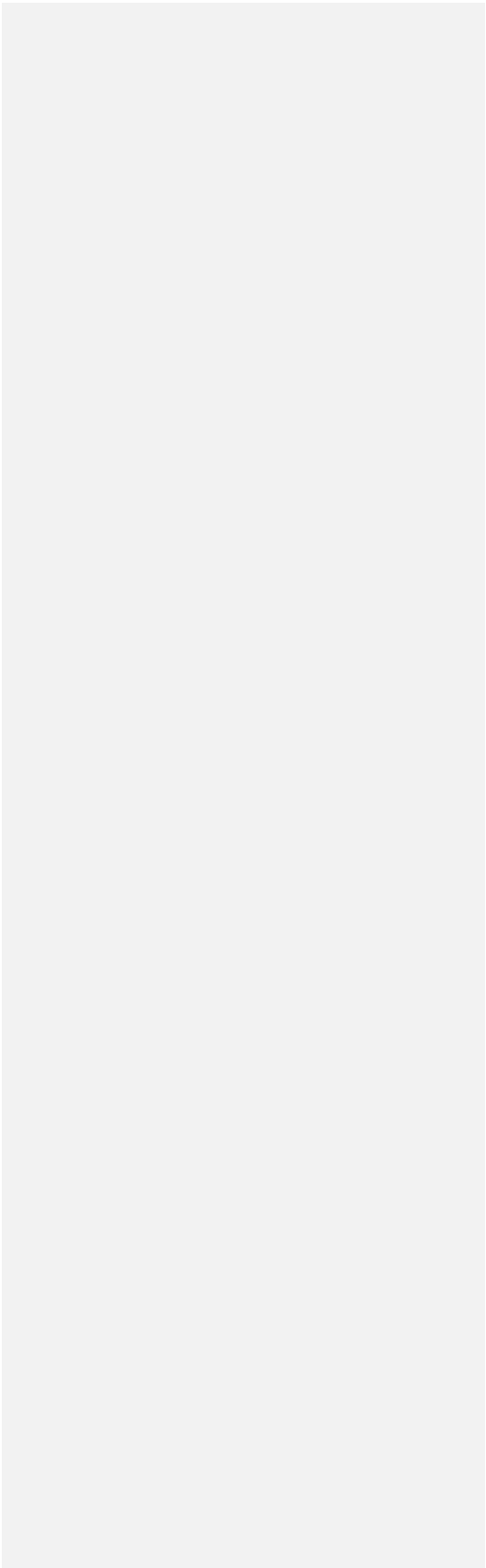
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1. General

- 1.1. These Financial Regulations govern the financial management of the Council and may only be amended or varied by resolution of the Council. They are one of the Council's governing documents and shall be observed in conjunction with the Council's Standing Orders.
- 1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of Councillor into disrepute.
- 1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.
- 1.4. In these Financial Regulations:
 - 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
 - "Approve" refers to an online action, allowing an electronic transaction to take place.
 - "Authorise" refers to a decision by the Council, or a committee or an officer, to allow something to happen.
 - 'Proper practices' means those set out in *The Practitioners' Guide*
 - *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
 - 'Must' and **bold text** refer to a statutory obligation the council cannot change.
 - 'Shall' refers to a non-statutory instruction by the council to its members and staff.
- 1.5. The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council. ~~The Clerk has been appointed as RFO and these regulations apply accordingly.~~ The RFO;
 - acts under the policy direction of the Council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and control systems;
 - ensures the accounting control systems are observed;
 - ensures the accounting records are kept up to date;
 - seeks economy, efficiency and effectiveness in the use of Council resources; and
 - produces financial management information as required by the Council.
- 1.6. **The council must not delegate any decision regarding:**
 - **setting the final budget or the precept (council tax requirement);**

- the outcome of a review of the effectiveness of its internal controls
- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations from the internal or external auditors

1.7. In addition, the Council shall:

- determine and regularly review the bank mandate for all Council bank accounts;
- authorise any grant or single commitment in excess of ~~£25,000~~;

2. Risk management and internal control

2.1. **The council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.**

2.2. The Clerk [with the RFO, if the Clerk is not the RFO] shall prepare, for approval by ~~the Council~~, a risk management policy covering all activities of the Council. This policy and consequential risk management arrangements shall be reviewed by the Council at least annually.

2.3. When considering any new activity, the Clerk [with the RFO, if the Clerk is not the RFO] shall prepare a draft risk assessment including risk management proposals for consideration by the council.

2.4. **At least once a year, the Council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.**

2.5. **The accounting control systems determined by the RFO must include measures to:**

- ensure that risk is appropriately managed;
- ensure the prompt, accurate recording of financial transactions;
- prevent and detect inaccuracy or fraud; and
- allow the reconstitution of any lost records;
- identify the duties of officers dealing with transactions and
- ensure division of responsibilities.

2.6. At least ~~once in each quarter~~, and at each financial year end, a member other than the Chair {or a cheque signatory} shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign and date the reconciliations and the original bank statements (or similar document) as evidence of this. This activity, including any exceptions, shall be reported to and noted by the Council and Finance and General Purposes Committee.~~{Finance Committee}~~.

2.7. Regular back-up copies shall be made of the records on any Council computer and stored either online or in a separate location from the computer. The council

shall put measures in place to ensure that the ability to access any Council computer is not lost if an employee leaves or is incapacitated for any reason.

3. Accounts and audit

- 3.1. All accounting procedures and financial records of the Council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.
- 3.2. **The accounting records determined by the RFO must be sufficient to explain the Council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**
 - day-to-day entries of all sums of money received and expended by the Council and the matters to which they relate;
 - a record of the assets and liabilities of the Council;
- 3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual {Governance and Accountability} Return.
- 3.4. The RFO shall complete and certify the annual Accounting Statements of the Council contained in the Annual Governance and Accountability Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the Council, within the timescales required by the Accounts and Audit Regulations.
- 3.5. **The Council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6. **Any officer or member of the Council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the Council considers necessary.
- 3.7. The internal auditor shall be appointed by {the Council} and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.
- 3.8. The Council shall ensure that the internal auditor:
 - is competent and independent of the financial operations of the Council;
 - reports to Council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
 - can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and
 - has no involvement in the management or control of the Council
- 3.9. Internal or external auditors may not under any circumstances:
 - perform any operational duties for the Council;

- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions; or
- direct the activities of any Council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.

3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

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

4. Budget and precept

- 4.1. **Before setting a precept, the Council must calculate its [Council tax ~~(England)/budget (Wales)~~] requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**
- 4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by ~~{the Council}~~ at least annually in ~~{NovemberOctober}~~ for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the ~~{Chair of the Council or relevant committee}~~. ~~{The RFO will inform committees of any salary implications before they consider their draft budgets.}~~
- 4.3. No later than ~~November~~~~{month}~~ each year, the RFO shall prepare a draft budget with detailed estimates of all ~~{receipts and payments/income and expenditure}~~ for the following financial year ~~{along with a forecast for the following [three financial years]}~~, taking account of the lifespan of assets and cost implications of repair or replacement.
- 4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. ~~{Unspent funds for partially completed projects may only be carried forward {by placing them in an earmarked reserve} with the formal approval of the full council.}~~
- 4.5. Each committee ~~{if any}~~ shall review its draft budget and submit any proposed amendments to the Council ~~or {Finance and General Purposes-Committee}~~ not later than the end of ~~{November}~~ each year.
- 4.6. The draft budget ~~{with any committee proposals and [three-year]}~~ forecast, including any recommendations for the use or accumulation of reserves, shall be considered by the ~~{Finance and General Purposes Council Committee and a recommendation made to the} Council.~~
- 4.7. Having considered the proposed budget and ~~{three-year}~~ forecast, the Council shall determine its ~~{Council tax (England)/budget (Wales)}~~ requirement by setting a

budget. The Council shall set a precept for this amount no later than the end of January for the ensuing financial year.

- 4.8. Any member with Council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must disclose at the start of the meeting that Section 106 applies to them.
- 4.9. The RFO shall issue the precept to the billing authority no later than the end of February and supply each member with a copy of the agreed annual budget.
- 4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.
- 4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the Council or relevant committee.

5. Procurement

- 5.1. Members and officers are responsible for obtaining value for money at all times. Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.
- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.
- 5.4. For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Procurement Act 2023 and The Procurement Regulations 2024 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.
- 5.5. Where the estimated value is below the Government threshold, the Council shall (with the exception of items listed in paragraph 5.12) obtain prices as follows:
- 5.6. For contracts estimated to exceed £360,000 including VAT, the Clerk shall seek formal tenders from at least three suppliers agreed by the council OR advertise an open invitation for tenders in compliance with any relevant provisions of the Legislation. Tenders shall be invited in accordance with Appendix 1.
- 5.7. For contracts estimated to be over £30,000 including VAT, the Council must comply with any requirements of the Legislation regarding the publication of invitations and notices.
- 5.8. For contracts greater than £3,000 excluding VAT the Clerk [or RFO, that is if the Clerk is not the RFO] shall seek at least 3 fixed-price quotes;
- 5.9. where the value is between £500 and £3,000 excluding VAT, the Clerk [or RFO, that is if the Clerk is not RFO] shall try to obtain 3 estimates which might include evidence of online prices, or recent prices from regular suppliers.

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5.10. For smaller purchases, ~~{the Clerk}~~ shall seek to achieve value for money.

5.11. **Contracts must not be split to avoid compliance with these rules.**

5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to ~~(viiv)~~ below:

- i. For specialist services, such as legal professionals acting in disputes;
- ii. For work to be executed or goods or materials to be supplied which consist of repairs to, or parts for, existing machinery or equipment;
- iii. For work to be executed or goods or materials to be supplied works, goods or services that which constitute an extension of an existing contract by the Council;
- iv. For goods, services or materials proposed to be purchased which are proprietary articles goods or services that are only available from one supplier and/or are sold at a fixed price.
- v. For the supply of gas, electricity, water, sewerage and telephone services; and
- ~~iv-vi.~~ For additional audit work of the external auditor up to an estimated value of £500(in excess of this sum the Clerk and RFO (that is if the Clerk is not same person as the RFO) shall act after consultation with the Chairman and Vice Chairman of Council.

5.13. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the ~~C~~council {or relevant committee}. Avoidance of competition is not a valid reason.

5.14. The ~~C~~council shall not be obliged to accept the lowest or any tender, quote or estimate.

5.15. Individual purchases within an agreed budget for that type of expenditure may be authorised by:

- ~~{the Town Clerk}~~, under delegated authority, for any items up to £15,000~~below £500~~ inexcluding VAT.
- the Clerk, in consultation with the Chair of the Council {or Chair of the appropriate committee}, for any items between £15,000 - £30,000~~below £2,000~~ inexcluding VAT.
- ~~{a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under £5,000} excluding VAT}~~
- {in respect of grants, a duly authorised committee within any limits set by ~~C~~council and in accordance with any policy statement agreed by the ~~C~~council.}
- the council for all items over ~~£305,000~~(including VAT);

Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail.

5.16. No individual ~~M~~member, or informal group of members may issue an official order ~~{unless instructed to do so in advance by a resolution of the council}~~ or make any contract on behalf of the ~~C~~council.

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- 5.17. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the Council ~~for a duly delegated committee acting within its Terms of Reference~~ except in an emergency.
- 5.18. In cases of serious risk to the delivery of Council services or to public safety on Council premises, the clerk may authorise expenditure of up to ~~£102,000~~ excluding VAT on repair, replacement or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to ~~the Council~~ as soon as practicable thereafter.
- 5.19. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless ~~the Council~~ is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.
- 5.20. ~~An official order or letter~~ A purchase order shall be issued for all work, goods and services ~~(above £250) excluding VAT~~ unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, ~~along with evidence of receipt of goods.~~
- 5.21. ~~Any ordering system can be misused and access to them shall be controlled by the RFO. All purchase order requests shall be considered by the RFO after a review of available budget by the Deputy RFO.~~

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6. Banking and payments

- 6.1. The Council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the Council; banking arrangements shall not be delegated to a committee. The Council has resolved to bank with Unity Trust Bank and CCLA~~(name bank)~~. The arrangements shall be reviewed ~~annually~~ for security and efficiency.
- ~~6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank. The RFO and Finance Team shall prepare a schedule of payments requiring authorisation by two of the Council's Authorised Signatories. The Authorised Signatories shall review the schedule for compliance and, having satisfied itself shall authorise payment by signing the schedule. This shall be deemed as authorisation by the RFO or Town Clerk to activate the electronic payments using the Council's Electronic Banking System. At every Council meeting the RFO shall present a full list of payments which have been authorised by the Authorised Signatories for formal ratification.~~
- ~~6.2.~~
- 6.3. ~~All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by the RFO. (Where the certification of invoices is done as a batch, this shall include a statement by the RFO that all~~

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

~~6.3.~~

- 6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.

- 6.5. All payments shall be made by [online banking/cheque], in accordance with a resolution of the Council ~~{or duly delegated committee}~~ {or a delegated decision by an officer}, unless ~~{the council}~~ resolves to use a different payment method.

~~6.5.~~

- 6.6. ~~{For each financial year {the Clerk and RFO} may draw up a schedule of regular payments due in relation to a continuing contract or obligation {such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items}, which the Council {or a duly delegated committee} may authorise payment in advance for the year provided that requirements of regulation 5.15 are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of Council}.~~

- 6.7. ~~{A copy of this schedule of regular payments shall be signed by {two members} on each and every occasion when payment is made - to reduce the risk of duplicate payments.}~~

- 6.8. ~~{A list of such payments shall be reported to the next appropriate meeting of the council or Finance Committee} for information only.~~

- 6.9. The Town Clerk (with the exception of 5.18 above) and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:

a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of Council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of Council [or finance committee];

b) An expenditure item authorised under 6.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of Council [or finance committee]; or

c) Fund transfers within the Councils banking arrangements.

~~6.9. The Clerk and RFO shall have delegated authority to authorise payments (only) in the following circumstances:~~

~~i. {any payments of up to [£500] excluding VAT, within an agreed budget}.~~

~~ii. payments of up to [£2,000] excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.~~

~~iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 {or to comply with contractual terms}, where the due date for payment is before the next scheduled meeting of {the council}, where the [Clerk and RFO] certify that there is no dispute or other~~

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~~reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council (or finance committee).~~

- iv. ~~Fund transfers within the councils banking arrangements up to the sum of [£10,000], provided that a list of such payments shall be submitted to the next appropriate meeting of council (or finance committee).~~

6.10. The RFO shall present a schedule of payments requiring authorisation, forming part of the agenda for the meeting, together with the relevant invoices, to the Council ~~(or finance committee)~~. The Council ~~(or committee)~~ shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. The authorised schedule shall be initialled immediately below the last item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.

7. Electronic payments

- 7.1. Where internet banking arrangements are made with any bank, [the RFO] shall be appointed as the Service Administrator. The bank mandate agreed by the Council shall identify ~~a number of~~ Councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process. ~~{The Clerk may be an authorised signatory, but no signatory should be involved in approving any payment to themselves.}~~
- 7.2. All authorised signatories shall have access to view the Council's bank accounts online.
- 7.3. No employee or Councillor shall disclose any PIN or password, relevant to the Council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.
- 7.4. The Service Administrator shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices, shall be sent ~~{by email}~~ to ~~{two}~~ authorised signatories.
- 7.5. In the prolonged absence of the Service Administrator ~~{an authorised signatory}~~ shall set up any payments due before the return of the Service Administrator.
- 7.6. Two ~~{Councillors who are}~~ authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.
- 7.7. Evidence shall be retained showing which members approved the payment online ~~{and a printout of the transaction confirming that the payment has been made shall be appended to the invoice for audit purposes}~~.
- 7.8. A full list of all payments made in a month shall be provided to the next Council ~~meeting {and appended to the minutes}~~.
- 7.9. With the approval of ~~{the Council}~~ in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are [signed/approved online] by [two authorised members]. The approval of the use of each variable direct debit shall be reviewed by [the Council] at least every two years.

- 7.10. Payment may be made by BACS or CHAPS by resolution of ~~the Council~~ provided that each payment is approved online by [two authorised bank signatories], evidence is retained and any payments are reported to [the council] at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the ~~Council~~ at least every two years.
- 7.11. If thought appropriate by the ~~Council~~, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed {or approved online} by ~~two members~~, evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by ~~the Council~~ at least every two years.
- 7.12. Account details for suppliers may only be changed upon written notification by the supplier verified by [two of] the Clerk and [the RFO] [a member]. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every [two years].
- 7.13. Members and officers shall ensure that any computer used for the ~~Council's~~ financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.
- 7.14. Remembered password facilities {other than secure password stores requiring separate identity verification} should not be used on any computer used for council banking.

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8. Cheque payments

- 8.1. Cheques or orders for payment in accordance with a resolution or delegated decision shall be signed by ~~two members~~ {and countersigned by the Clerk}.
- 8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment.
- 8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.
- 8.4. {Cheques or orders for payment shall not normally be presented for signature other than at, or immediately before or after a ~~Council~~ {or committee} meeting}. Any signatures obtained away from ~~Council~~ meetings shall be reported to the ~~Council~~ {or Finance Committee} at the next convenient meeting.

9. Payment cards

- 9.1. Any Debit Card issued for use will be specifically restricted to [the Clerk and the RFO] and will also be restricted to a single transaction maximum value of [£5,000] unless authorised by council or finance committee in writing before any order is placed.
- 9.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by [the council]. Transactions and purchases made will be reported to [the council] and authority for topping-up shall be at the discretion of [the council].
- 9.3. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk {and RFO} {specify other officers} and any balance shall be paid in full each month.

9.4. Any corporate credit card or trade card account opened by the Council will be specifically restricted to use by the Clerk and shall be subject to automatic payment in full at each month- end. Personal credit or debit cards of members or staff shall not be used {under any circumstances.} OR {except for expenses of up to [£250] including VAT, incurred in accordance with council policy.}

9.5. The second recommended credit card holder is the Head of Finance and Deputy Responsible Finance Officer and the limit will be £5000. The card will only be used when below stipulations are satisfied:

a. The Town Clerk and Chief Executive has already approved a purchase order in writing for the expenditure or

9.4. b. Exceptional circumstances when the Town Clerk is unavailable and an emergency has arisen

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10. Petty Cash

10.1. The Council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk [or RFO] (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly. OR {The RFO shall maintain a petty cash [float/imprest account] of [£250] and may provide petty cash to officers for the purpose of defraying operational and other expenses.}

a) Vouchers for payments made from petty cash shall be kept, along with receipts to substantiate every payment.

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

e) 10.1. Payments to maintain the petty cash float shall be shown separately on any schedule of payments presented for approval.}

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11. Payment of salaries and allowances

11.1. As an employer, the council must make arrangements to comply with the statutory requirements of PAYE legislation.

11.2. Councillors allowances (where paid) are also liable to deduction of tax under PAYE rules and must be taxed correctly before payment.

11.3. All rates shall be agreed by the Council, or a duly delegated committee. No changes shall be made to any employee's gross pay, emoluments, or terms and conditions of employment without the prior consent of the Council {or relevant committee}.

11.4. Payment of salaries shall be made, after deduction of tax, national insurance, pension contributions and any similar statutory or discretionary deductions, on the dates stipulated in employment contracts.

11.5. Deductions from salary shall be paid to the relevant bodies within the required timescales, provided that each payment is reported, as set out in these regulations above.

11.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar

month reported in the cashbook. Payroll reports will be reviewed by [the finance committee] to ensure that the correct payments have been made.

11.7. Any termination payments shall be supported by a report to the council, setting out a clear business case. Termination payments shall only be authorised by the full council.

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

12. Loans and investments

12.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full Council and recorded in the minutes. All borrowing shall be in the name of the Council, after obtaining any necessary approval.

12.2. Any financial arrangement which does not require formal borrowing approval from the [Secretary of State/Welsh Assembly Government] (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.

12.3. The Council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the Council at least annually.

12.4. All investment of money under the control of the council shall be in the name of the Council.

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

12.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

13. Income

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

13.2. The Council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk. [The RFO] shall be responsible for the collection of all amounts due to the Council.

13.3. Any sums found to be irrecoverable and any bad debts shall be reported to the Council by [the RFO] and shall be written off in the year. The Council's approval shall be shown in the accounting records.

13.4. All sums received on behalf of the council shall be deposited intact with the Council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.

13.5. Personal cheques shall not be cashed out of money held on behalf of the Council.

13.6. {The RFO shall ensure that VAT is correctly recorded in the council's accounting software and that any VAT Return required is submitted from the software by the due date}. OR {Any repayment claim under section 33 of the VAT Act 1994 shall be made {quarterly where the claim exceeds {£100} and} at least annually at the end of the financial year.}

13.7. {Where significant sums of cash are regularly received by the Council, the RFO shall ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control record such as ticket issues, and that appropriate care is taken for the security and safety of individuals banking such cash.}

13.8. {Any income that is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the Council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting.}

14. Payments under contracts for building or other construction works

14.1. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.

14.2. Any variation of, addition to or omission from a contract must be authorised by [the Clerk] to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

15. Stores and equipment

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

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

15.3. {Stocks shall be kept at the minimum levels consistent with operational requirements.}

15.4. {The RFO shall be responsible for periodic checks of stocks and stores, at least annually.}

16. Assets, properties and estates

16.1. The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the Council.

16.2. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the Council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.

16.3. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

16.4. No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the Council, together with any other consents required by law. In each case a written report shall be provided to Council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).

16.5. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the Council, together with any other consents required by law, except where the estimated value of any one item does not exceed [£15,000]. In each case a written report shall be provided to Council with a full business case.

17. Insurance

17.1. The RFO shall keep a record of all insurances effected by the Council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the Council's review of risk management.

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

17.3. The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to [the Council] at the next available meeting. The RFO shall negotiate all claims on the Council's insurers [in consultation with the Clerk].

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

18. [Charities]

18.1. Where the Council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.]

19. Suspension and revision of Financial Regulations

19.1. The Council shall review these Financial Regulations [annually] and following any change of clerk or RFO. The Clerk shall monitor changes in legislation or proper practices and advise the Council of any need to amend these Financial Regulations.

19.2. The Council may, by resolution duly notified prior to the relevant meeting of Council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the Council to act unlawfully.

19.3. The Council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

Appendix 1 - Tender process

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the Council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of Council.
- 4) Where an electronic tendering process is used, the Council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order of the Council~~[insert reference of the council's relevant standing order]~~ and shall refer to the terms of the Bribery Act 2010.
- 6) Where the Council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

6)

NEXT REVIEW DATE: SEPTEMBER 2026

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BIGGLESWADE TOWN COUNCIL FINANCIAL REGULATIONS

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1. General

1.1. These Financial Regulations govern the conduct of financial management by the Council and may only be amended or varied by resolution of the Council. Financial regulations are one of the Council's governing policy documents providing procedural guidance for Members and officers. Financial regulations shall be observed in conjunction with the Council's standing orders and any individual financial regulations relating to contracts.

1.2. At least once a year, the Council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.

1.3. The accounting control systems determined by the RFO must include measures to:

- ensure that risk is appropriately managed ensure the prompt, accurate recording of financial transactions.
- to prevent and detect inaccuracy and fraud;
- allow the reconstitution of any lost records;
- identifying the duties of officers dealing with transactions and
- ensure division of responsibilities.

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

1.5. Deliberate or wilful breach of these Regulations by an employee may result in disciplinary proceedings.

1.6. Members of Council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of Councillor into disrepute.

1.7 The Responsible Financial Officer (RFO) holds a statutory office appointed by the Council. The Clerk has been appointed as RFO for this Council and these regulations will apply accordingly.

1.8 The RFO:

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

1.9 The accounting records determined by the RFO shall be sufficient to show and explain the Council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the Council from

time to time comply with the Accounts and Audit Regulations¹.

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

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

1.11 The accounting control systems determined by the RFO shall include:

- procedures to ensure that the financial transactions of the Council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
- procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
- identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions. The principle of separation of duties will be observed wherever possible in respect of financial transactions;
- procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the Council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
- measures to ensure that risk is properly managed.
- The Council must not delegate any decision regarding : setting the final budget or the precept (council tax requirement);
- the outcome of a review of the effectiveness of its internal controls;
- approving accounting statements;
- approving an annual governance statement.
- borrowing;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations from the internal or external auditors

1.12 In addition, the Council must:

- determine and keep under regular review the bank mandate for all Council bank accounts;
- approve any grant or a single commitment in excess of £2000; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

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

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG).

¹ Accounts and Audit (England) Regulations 2011/817.

2 Accounting and audit (internal and external)

2.1 All accounting procedures and financial records of the Council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.

2.2 The accounting records determined by the RFO must be sufficient to explain the Council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:

- day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;

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

2.4 The RFO shall complete the annual statement of accounts, annual report, and any related documents of the Council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the Council within the timescales set by the Accounts and Audit Regulations.

2.5 The Council must ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices.

2.6 Any officer or member of the Council must make available such documents and records as appear to the Council to be necessary for the purpose of the audit and shall, as directed by the Council, supply the RFO, internal auditor, or external auditor with such information and explanation as the Council considers necessary. .

2.7 The Council's system of internal controls shall cover the following:

- Appointment of the Proper Officer & Responsible Financial Officer;
- Proper book-keeping and financial reporting arrangements;
- Financial Regulations & Standing Orders;
- Payment Controls (including use of Internet Banking);
- Risk Management Arrangements;
- Budgetary Controls;
- Income Controls;
- Payroll Controls;
- Capital Controls (covering asset management, investment & borrowings);
- Bank Reconciliation;
- Other areas identified from time to time in risk assessments

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

2.9 The Council shall ensure that the internal auditor:

- is competent and independent of the financial operations of the Council;

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

2.10 Internal or external auditors may not under any circumstances:

- perform any operational duties for the Council;
- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions or
- direct the activities of any Council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

2.11 For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in The Practitioners Guide.

2.12 The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

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

3 Annual estimates (budget) and forward planning

3.1 Before setting a precept, the council must calculate its [council tax] requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.

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

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

3.4 The Council shall fix the precept (council tax requirement), and relevant basic amount of Council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept demand to the billing authority no later than the end of January and shall supply each member with a copy of the approved annual budget.

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

3.6 Any Member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must disclose at the start of the meeting that Section 106 applies to them.

4 Budgetary control and authority to spend

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

- the Council for all items over £30,000;
- the Town Clerk, in conjunction with the Chair of the appropriate committee for items £15,000 - £30,000;
- the Town Clerk for items up to £15,000

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

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

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

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

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

4.5 In cases of extreme risk to the delivery of Council services, the clerk may authorise revenue expenditure on behalf of the Council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £10000. The Clerk shall report such action to the Chair as soon as possible and to the Council as soon as practicable thereafter.

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

4.7 All capital works shall be administered in accordance with the Council's Standing Orders and Financial Regulations relating to contracts.

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

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

5 Banking arrangements and authorisation of payments

5.1 The Council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the Council; banking arrangements may not be delegated to a committee. They shall be annually reviewed for security and efficiency.

5.2 The RFO and Finance Team shall prepare a schedule of payments requiring authorisation by two of the Council's Authorised Signatories. The Authorised Signatories shall review the schedule for compliance and, having satisfied itself shall authorise payment by signing the schedule. This shall be deemed as authorisation by the RFO or Town Clerk to activate the electronic payments using the Council's Electronic Banking System. At every Council meeting the RFO shall present a full list of payments which have been authorised by the Authorised Signatories for formal ratification.

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

5.4 The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted.

5.5 The Town Clerk (with the exception of 4.5 above) and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:

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

5.6 For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as) Salaries, PAYE, National Insurance, pension contributions, rates, regular maintenance contracts and similar items for which Council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of Council.

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

5.8 In respect of grants a duly authorised committee shall approve expenditure within any limits set by Council and in accordance with any policy statement approved by Council. Any Revenue or Capital Grant in excess of £2,000 shall before payment, be subject to ratification by resolution of the Council.

5.9 Members are subject to the Code of Conduct that has been adopted by the Council and

shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest unless a dispensation has been granted.

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

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

5.12 The Council shall retain a file with the details of all suppliers whose invoices are paid by regular Direct Debit. The nominated Councillor in 2.3 above shall take a random sample of invoices to ensure that the details match those held in the Council's accounting software

5.13 Bank Statements shall be received on a regular basis and reconciled with the Council's Cashbook. A copy of the Bank Reconciliation for each month shall be presented to the Council as part of a monthly Financial Report.

6 Instructions for the making of payments

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

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

6.3 All payments shall be affected by cheque or other instructions to the Council's bankers, or otherwise, in accordance with a resolution of Council [or duly delegated committee].

6.4 Due to the volume of payments from the Council's bank, the primary method of payment shall be via electronic banking as set out in 5.2 above. The schedule of payments shall be signed by two Authorised Signatories and those schedules shall then be presented to the next Council meeting for ratification

6.5 In the event that a payment is required by cheque, they shall be signed by two Authorised Signatories. To indicate agreement between the details shown on the cheque and the invoice or other supporting documentation, the signatories shall each also initial the cheque counterfoil.

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

6.7 If thought appropriate by the Council, payment for certain items may be made by banker's Standing Order provided that the instructions are signed, or otherwise evidenced by two Authorised Signatories are retained and any payments are reported to Council as made. The approval of the use of a banker's Standing Order shall be renewed by resolution of the Council at least every two years.

6.8 If thought appropriate by the Council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise

evidenced, by two authorised bank signatories, are retained and any payments are reported to Council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the Council at least every two years.

6.9 If thought appropriate by the Council payment for certain items may be made by internet banking transfer provided evidence is retained showing which Members approved the payment.

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

6.11 Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably remotely.

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

6.13 Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The bank mandate approved by the Council shall identify a number of Councillors who will be authorised to approve transactions on those accounts.

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

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

6.16 Any Debit Card issued for use will be specifically restricted to the Clerk and Deputy RFO and will also be restricted to a single transaction maximum value of £5000 unless authorised by Council.

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

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

6.19 The second recommended credit card holder is the Head of Finance and Deputy Responsible Finance Officer and the limit will be £5000. The card will only be used when below stipulations are satisfied:

- a. The Town Clerk and Chief Executive has already approved a purchase order in writing for the expenditure or

- b. Exceptional circumstances when the Town Clerk is unavailable and an emergency has arisen

7 Payment of salaries

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

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

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

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

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

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

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

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

8 Loans and investments

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

8.2 Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the Full Council. In each case a report in writing shall be provided to Council in

respect of value for money for the proposed transaction.

8.3 The Council will arrange with the Council's banks and investment providers for the sending of a copy of each statement of account to the RFO.

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

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

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

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

8.8 Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these Regulations.

9 Income

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

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

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

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

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

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

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

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

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

9.10 Any income that is the property of a charitable trust shall be paid into a charitable bank

account. Instructions for the payment of funds due from the charitable trust to the Council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any Council meeting.

10 Order for work, goods and services

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

10.2 All purchase order requests shall be considered by the RFO after a review of available budget by the Deputy RFO.

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

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

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

11 Contracts

11.1 Procedures as to contracts are laid down as follows:

- a. Every contract shall comply with these Financial Regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. For the supply of gas, electricity, water, sewerage and telephone services;
 - ii. For specialist services such as are provided by legal professionals acting in disputes;
 - iii. For work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
 - iv. For work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the Council;
 - v. For additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of Council); and
 - vi. For goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
- b. For contracts estimated to be over £25,000 excluding VAT, the council must comply

with any requirements of the Legislation² regarding the advertising of contract opportunities and the publication of notices about the award of contracts.

- c. For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Public Contracts Regulations 2015 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.
- d. When applications are made to waive Financial Regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the Council.
- e. Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.
- f. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of Council.
- g. Any invitation to tender issued under this regulation shall be subject to Standing Orders of the Council and shall refer to the terms of the Bribery Act 2010.
- h. When it is to enter into a contract of less than £25,000 excluding VAT in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
- i. The Council shall not be obliged to accept the lowest or any tender, quote or estimate.
- j. Should it occur that the Council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated, and the Council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.
- k. Contracts must not be split into smaller lots to avoid compliance with these rules.

12 Payments under contracts for building or other construction works

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

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

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

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

13 Stores and equipment

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

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

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

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

14 Assets, properties and estates

14.1 The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the Council.

14.2 The RFO shall ensure a record is maintained of all properties held by the Council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

14.3 No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the Council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £15,000.

14.4 No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the Council, together with any other consents required by law. In each case a report in writing shall be provided to Council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

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

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

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

15 Insurance

15.1 The RFO shall effect all insurances and negotiate all claims on the Council's insurers.

15.2 The Clerk shall give prompt notification to the Deputy RFO of aa new risks, properties or vehicles requiring insurance and of any alterations affecting existing insurances.

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

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

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

16 Charitable bodies

16.1 Where the Council is sole managing trustee of a charitable body the Town Clerk shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Town Clerk shall arrange for any audit or independent examination as may be required by Charity Law or any governing document.

17 Risk management

17.1 The Council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.

17.2 The Clerk with the RFO shall prepare, for approval by the Council, risk management policy statements in respect of all activities of the Council. Risk policy statements and consequential risk management arrangements shall be reviewed by the Council at least annually.

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

18 Suspension and revision of Financial Regulations

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

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

18.3 The Council may temporarily amend these Financial Regulations by duly notified resolution, to cope with periods of absence, local government reorganisation, national

restrictions or other exceptional circumstances.

NEXT REVIEW DATE: AUGUST 2025.

BIGGLESWADE TOWN COUNCIL
Finance & General Purposes Committee Meeting 16th September 2025
Item 9c: General Reserves Policy Update

Implications of Recommendations

Corporate Strategy: GOOD GOVERNANCE: ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines, and best practice.

Finance: Not applicable.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

The Council is required, under statute, to maintain adequate financial reserves to meet the needs of the organisation. Section 49A of the Local Government Finance Act 1992 requires that billing and precepting authorities in England have regard to the level of reserves needed to meet estimated future expenditure when calculating the budget requirement.

The General Reserve is also a contingency for unforeseen expenditure or loss of income.

Summary

The draft General Reserve Policy (Appendix A) has the support of the Chairman/Deputy Chairman of Finance and General Purposes Committee.

Recommendation

Members approve the draft General Reserve Policy and recommend to Council to adopt the policy at the next Council Meeting.

Ernest Bour
Head of Finance and Deputy RFO

Appendices:
Appendix A: Draft Reserve Policy.



General Reserves Policy

1. Introduction

The Council is required, under statute, to maintain adequate financial reserves to meet the needs of the organisation. Section 49A of the Local Government Finance Act 1992 requires that billing and precepting authorities in England have regard to the level of reserves needed to meet estimated future expenditure when calculating the budget requirement.

NALC's "Governance & Accountability for Local Councils – Practitioners' Guide" recommends that Councils hold minimum General Reserve equivalent to at 3 months gross expenditure.

Councils have no legal powers to hold revenue reserves other than those for reasonable working capital needs or for specifically Earmarked purposes.

The Council's policy on the establishment, maintenance and adequacy of reserves and balances will be considered annually.

The Council will hold reserves for these three main purposes:

1. A working balance to help cushion the impact of uneven cash flows and avoid unnecessary temporary borrowing – this forms part of the general reserves;
2. A contingency to cushion the impact of unexpected events or emergencies – this also forms parts of general reserves;
3. A means of building up funds, often referred to as Earmarked Reserves, to meet known or predicted requirements; Earmarked Reserves are accounted for separately but remain legally part of the General Reserve.

2. General Reserves Balance

The General Reserve balance, commonly termed the 'working balance', is a balance on the Council's revenue account which is not held for any specific purpose other than to cushion the council's finances against any unexpected short-term problems in the Council's cash flow.

The General Reserve balance is to be maintained at a level based upon a risk assessment carried out annually by the Responsible Finance Officer (RFO) when setting the budget for the forthcoming year.

At no time should the General Reserves balance exceed the value of the current year Precept. Whenever a council's year-end general reserve is significantly higher than the annual precept, an explanation should be provided to the auditor.

Any surplus on the reserve above the required balance may be used to fund capital expenditure, be appropriated to Earmarked Reserves or used to limit any increase in the precept.

If in extreme circumstances General Reserves are exhausted due to major unforeseen spending pressures within a particular financial year, the Council would be able to draw down from its Earmarked Reserves to provide short term resources.

3. Financial Risk Management

In order to assess the adequacy of the General Reserve when setting the annual budget, the RFO will take account of the strategic, operational and financial risks facing the council. The requirement of the level of the General Reserve balance for the forthcoming year will therefore be based upon a risk assessment of the Council's main areas of income and expenditure and take into account any provisions and contingencies that may be required.

4. Earmarked Reserves

Earmarked Reserves represents amounts that are generally built up over a period of time which are earmarked for specific items of expenditure to meet known or anticipated liabilities or projects. The 'setting aside' of funds to meet known future expenditure reduces the impact of meeting the full expenditure in one year.

The Council, when establishing an Earmarked Reserve, will set out:

1. The reason / purpose of the reserve;
2. How and when the reserve can be used;
3. Procedures for the management and control of the reserve; a process and timescale for review of the reserve to ensure continuing relevance and adequacy.

~~Currently the Council is only operating 1 Earmarked Reserve, that is the 'Rolling Capital Programme'~~

5. Review of the Adequacy of Balances and Reserves

In assessing the adequacy of reserves the strategic, operational and financial risks facing the authority will be taken into account. The [Smaller Authorities Proper Practice Panel](#)~~Joint Panel on Accountability and Governance~~ offers guidance on this point. The level of Earmarked Reserves will be reviewed as part of the annual budget preparation.

Adopted: 14th October 2025~~4~~

Reviewed: October 2026~~5~~

BIGGLESWADE TOWN COUNCIL
Finance & General Purposes Committee Meeting 16th September 2025
Item 9d: Orchard Centre Policy and Hirer Agreement Update Report

Implications of Recommendations

Corporate Strategy: PLACE: A Vibrant Town: the Town Council will complete a review of the Orchard Centre and improve the facilities we offer to the community.

Finance: Not applicable.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

The Orchard Centre fees were reviewed and agreed at the December 2024 F&GP Committee meeting. A report reviewing the policy and hire agreement went to the 18th March F&GP committee meeting. Following Officer work and a meeting with a Member in June, Officers shared the reviewed proposed policy and hire agreement via email, SharePoint and some hardcopies with Members for review. To date, only one Member response has been received.

Summary

The hire agreement (see Appendix A) and proposed policy (see Appendix B) have been streamlined for ease of user reading. A new out-of-hour emergency contact number has been included to resolve user issues.

Officers consider that the Member proposed improvements to both documents should be agreed.

Recommendation

That Members note the report and agree with the proposed changes to the policy (Appendix A) and hire agreement (Appendix B).

Harry Henderson
Public Realm Manager

Karim Hosseini
Head of Governance & Strategic Partnerships

Appendices:

Appendix A: Current Hirer Agreement.

Appendix B: Tracked Changed Proposed Hirer Agreement.

Appendix C: Current Orchard Centre Policy.

Appendix D: Tracked Changed Proposed Orchard Centre Policy.

STANDARD CONDITIONS OF HIRE ORCHARD COMMUNITY CENTRE

For the purpose of these conditions, the term **HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The term **COUNCIL** refers to Biggleswade Town Council.**

1. The **HIRER** must confirm they are 18 years of age or older via Squarespace Scheduling booking form.
2. The **HIRER** will receive a free 15-minute period grouped before and after the session to be used for setting up, packing up and cleaning. Access to the building will not be granted sooner than 15 minutes before the session is due to commence. Consistent misuse of these periods may result in cancellations and/or refusal of further bookings.
3. The **HIRER** will, during the period of hiring (including the free periods before and after the session), be responsible for the supervision of the premises, fabric and the contents, their care, safety from damage, and the behaviour of all persons using the premises, including proper supervision of car parking arrangements to avoid obstruction or inconvenience to other persons.
4. The **HIRER** shall be aware that the parking spaces located immediately outside the Orchard Community Centre are not Council-owned and so parking is at the Hirer's risk.
5. The **HIRER** should be aware that any debit/credit card details securely stored on their Squarespace Scheduling account will only be charged for sessions and any damages incurred.
6. The **COUNCIL** reserves the right to charge payment to the debit/credit card on the **HIRER'S** Squarespace Scheduling account up to one month prior to the period of hire. Event/party hire will be charged immediately upon booking and a deposit may be taken. Other payment options are permissible by emailing orchardcc@biggleswadetowncouncil.gov.uk and asking for support.
7. The **HIRER** will be liable to pay for any additional time used further to that booked on Squarespace Scheduling. This will be charged to the debit/credit card held on their Squarespace Scheduling account.
8. The **HIRER** is fully responsible for the supervision of the premises during the period of hire and the front door must be kept shut and not left on latch during sessions. The **HIRER** has full responsibility for front door access.
9. The **HIRER** shall indemnify the Council for the cost of repair of any damage done to any part of the property that may occur during the period of the hiring as a result of the hiring. For all commercial hires (i.e. not by private individuals for private events), the hirer must hold appropriate insurance. The hirer will be responsible for indemnifying the Council for any loss or damage to the buildings or contents and for any public liability arising out of their event. Any cost of damage for private bookings shall be incurred by the hirer up to a maximum of £125 to indemnify the Council for the cost of repair, which is the excess on the Council's insurance. Where damage is caused by a deliberate or negligent act by the **HIRER** or someone attending their session, the Council reserves the right to charge the **HIRER** for the full cost, rather than making a claim on the Council's insurance. This will be charged against the Hirer's debit/credit card held securely on their Squarespace Scheduling account, with an email sent to the Hirer prior to the charge being made.

10. If the **HIRER** wishes to cancel the period of hire before the date of the event, they may do so via Squarespace Scheduling with a minimum of 72 hours' notice and will be entitled to a refund of any monies taken. In the event of an emergency situation, BTC has the discretion to provide refunds if within 72 hours' notice.
11. The **COUNCIL** reserves the right to refuse a booking or to cancel a session booking or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving up to 7 days-notice in writing to the **HIRER**. In exceptional cases, where the Council is unable to honour the booking due to unforeseen circumstances, the **COUNCIL** reserves the right to cancel a session booking without notice. The **HIRER** shall be entitled upon such notice to reimbursement of such monies including any down payments paid by the **HIRER** to the **COUNCIL**, but the **COUNCIL** shall not be liable to make any further payments to the **HIRER**.
12. The **HIRER** shall not sub-hire or use the premises for any other purpose other than that described in the booking form and shall not hire or use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
13. The **HIRER** shall be responsible for obtaining any licences that may be needed for the sale and consumption of alcoholic liquor, for music (PPL and/or PRS) and for the observance of the same and all other regulations appertaining to the premises stipulated by the Fire Authority and the Central Bedfordshire Council, or otherwise.
14. The **HIRER** shall be responsible for making arrangements to insure against any third-party claims if hiring a session on a commercial basis. This should be used for covering any claims made against them (or the organisation if acting as a representative) whilst using the premises, or for damage caused to the premises or contents by the hire. Proof of insurance documents should be submitted via the form link in Squarespace Scheduling.
15. The **HIRER** will, during the period of hiring, be responsible for ensuring no furniture, equipment or other items provided at the premises are taken from the interior of the premises for whatever purpose. This includes glassware, cans, or other receptacles.
16. The **HIRER** is responsible for ensuring that any electrical appliances or equipment brought into the premises is fully compliant with current Safety Regulations. A call-out charge may be levied by the Council in the event that the electrical supply has to be reset. Where a residual circuit breaker is provided the **HIRER** must make use of it in the interest of public safety.
17. The **HIRER** must not use any cooking equipment outside the premises as this constitutes breach of health and safety regulations and environmental issues.
18. It is the responsibility of the **HIRER** to familiarise themselves with the location of fire exits and the fire extinguishers and how to use them. If the fire cannot be extinguished safely and immediately, the fire alarm must be activated and the building evacuated by the

nearest, safest, exit. If time allows, all electrical supplies should be switched off and doors and windows shut. Telephone the emergency services first.

19. Ball Games including the throwing of soft balls, frisbees, and other projectiles are strictly forbidden inside the premises. It is at BTC discretion whether to allow this under exceptional circumstances. Badminton is permitted as long as the rules are applied.
20. The use of Bouncy Castles and other inflatables is permitted with prior, written, permission and safety certification.
21. At the end of the hiring (all functions to have ceased by 11.00 pm with premises fully vacated by Midnight) the premises must be left in a clean and tidy condition, otherwise the Council will make an additional charge. Music must cease by 10:30 pm.
22. In the event that any part of the premises is rendered unfit by reasons beyond the control of the Council for the use for which it has been hired, the **COUNCIL** shall not be liable to the **HIRER** for any resulting loss or damage.
23. The **COUNCIL** shall not be liable to the **HIRER** for any loss or damage sustained by the **HIRER** as a result of any failure or delay on the part of the Council in the performance of any of its obligations under this agreement. To the extent that such failure or delay is beyond the reasonable control of the Council, including but not limited to force majeure, labour disputes, transportation failure, riots or civil disturbance.
24. The **COUNCIL** reserves the right to vary the Conditions of Hire applicable to this contract, including but not limited to variations in the premises, the period of hire, the rate of charge and the calculation of charges, on giving written notice to the **HIRER**.
25. The **HIRER** after booking on the Squarespace Scheduling booking system, is required to have an induction with Staff. This will consist of fire safety, security and other instructions and will be coordinated via email. An email with clear guidance and instructions on operating the building and H&S compliance, is provided following acceptance of the booking by the Hirer.
26. The **HIRER**, if given a pin code to the building for their period of hire, is responsible for ensuring the code is not circulated outside of their customer base/session attendees. If this is suspected, it is the **HIRER's** responsibility to make staff aware so the code can be changed.
27. The **HIRER** shall ensure that nothing is done during the period of hire in contravention of the law relating to gaming, betting and lotteries.
28. The **HIRER** shall, if preparing, serving or selling food, observe all relevant food HEALTH AND HYGIENE legislation and regulations.
29. The **HIRER** must report all accidents involving injury to the public to the Council as soon as possible. Any failure of equipment belonging to the Council must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Central Bedfordshire Council. The **COUNCIL** will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
30. The **HIRER** shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and only fit and proper persons have access to and supervision of the children.

31. No responsibility is accepted for any loss, damage or injury to any property or persons using the premises (except for any deaths or personal injury caused but the negligence of the **COUNCIL**).
32. The **HIRER** agrees with the **COUNCIL** to observe and perform the provision and stipulations contained or referred to in the Council's Standard Conditions of Hire for the time being in force as described above (an understanding of which the hirer acknowledges, together with any special conditions set out in the schedule below):
- No bookings to be taken more than eleven months in advance.
 - Hiring fees will be based on the published scale of charges which are subject to an annual review.
 - Fees for commercial bookings may vary and be dealt with on an individual basis.
 - All fees and charges will be charged up to 1 month in advance of the period of hire, or immediately upon booking for party bookings.
 - Noise must be kept to a minimum on arrival and departure.
 - **HIRERS** cannot access the hall before the agreed time unless previously agreed with Staff.
 - **HIRERS** are responsible for removing and recycling cans, glass, cardboard and plastic bottles.
 - No more than 140 persons are allowed to attend anyone booking in the Hall.
 - No more than 34 persons are allowed to attend anyone booking in the Training Room.
 - A commercial **HIRER** must have its own public liability insurance as this is not covered under the **COUNCIL's** insurance policy.
33. This agreement is made between the **COUNCIL** and the **HIRER** whereby in consideration of the charges the **COUNCIL** agrees to permit the **HIRER** to use the premises for the purpose and period shown on the booking form.

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3. The **HIRER** will, during the period of hiring (including the free periods before and after the session), be responsible for the supervision of the premises, fabric and the contents, their care, safety from damage, and the behaviour of all persons using the premises, including proper supervision of car parking arrangements to avoid obstruction or inconvenience to other persons.
4. The **HIRER** shall be aware that the parking spaces located immediately outside the Orchard Community Centre are not Council-owned and so parking is at the Hirer's risk.
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7. The **HIRER** will be liable to pay for any additional time used further to that booked on Squarespace Scheduling. This will be charged to the debit/credit card held on their Squarespace Scheduling account.
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~~10.9.~~ If the **HIRER** wishes to cancel the period of hire before the date of the event, they may do so via Squarespace Scheduling with a minimum of 72 hours' notice and will be entitled to a refund of any monies taken. In the event of an emergency situation, BTC has the discretion to provide refunds if within 72 hours' notice.

~~11.10.~~ The **COUNCIL** reserves the right to refuse a booking or to cancel a session booking or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving up to 7 days-notice in writing to the **HIRER**. In exceptional cases, where the Council is unable to honour the booking due to unforeseen circumstances, the **COUNCIL** reserves the right to cancel a session booking without notice. The **HIRER** shall be entitled upon such notice to reimbursement of such monies including any down payments paid by the **HIRER** to the **COUNCIL**, but the **COUNCIL** shall not be liable to make any further payments to the **HIRER**.

~~12.11.~~ The **HIRER** shall not sub-hire or use the premises for any other purpose other than that described in the booking form and shall not hire or use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.

~~13.12.~~ The **HIRER** shall be responsible for obtaining any licences that may be needed for the sale and consumption of alcoholic liquor, for music (PPL and/or PRS) and for the observance of the same and all other regulations appertaining to the premises stipulated by the Fire Authority and the Central Bedfordshire Council, or otherwise.

~~14.13.~~ The **HIRER** shall be responsible for making arrangements to insure against any third-party claims if hiring a session on a commercial basis. This should be used for covering any claims made against them (or the organisation if acting as a representative) whilst using the premises, or for damage caused to the premises or contents by the hire. Proof of insurance documents should be submitted via the form link in Squarespace Scheduling.

~~15.14.~~ The **HIRER** will, during the period of hiring, be responsible for ensuring no furniture, equipment or other items provided at the premises are taken from the interior of the premises for whatever purpose. This includes glassware, cans, or other receptacles.

~~16.15.~~ The **HIRER** is responsible for ensuring that any electrical appliances or equipment brought into the premises is fully compliant with current Safety Regulations. A call-out charge may be levied by the Council in the event that the electrical supply has to be reset. Where a residual circuit breaker is provided the **HIRER** must make use of it in the interest of public safety.

~~17.16.~~ The **HIRER** must not use any cooking equipment outside the premises as this constitutes breach of health and safety regulations and environmental issues.

~~18.17.~~ It is the responsibility of the **HIRER** to familiarise themselves with the location of fire exits and the fire extinguishers and how to use them. If the fire cannot be extinguished safely and immediately, the fire alarm must be activated and the building evacuated by the nearest, safest, exit. If time allows, all electrical supplies should be switched off and doors and windows shut. Telephone the emergency services first.

~~19.~~

~~20-18.~~ Ball Games including the throwing of soft balls, frisbees, and other projectiles are strictly forbidden inside the premises. It is at BTC discretion whether to allow this under exceptional circumstances. Badminton, table tennis and soft play, are permitted as long as the rules are applied.

~~21-19.~~ The use of Bouncy Castles and other inflatables is permitted with prior, written, permission and safety certification.

~~22-20.~~ At the end of the hiring (all functions to have ceased by 11.00 pm with premises fully vacated by Midnight) the premises must be left in a clean and tidy condition, otherwise the Council will make an additional charge. Music must cease by 10:30 pm.

~~23-21.~~ In the event that any part of the premises is rendered unfit by reasons beyond the control of the Council for the use for which it has been hired, the **COUNCIL** shall not be liable to the **HIRER** for any resulting loss or damage.

~~24-22.~~ The **COUNCIL** shall not be liable to the **HIRER** for any loss or damage sustained by the **HIRER** as a result of any failure or delay on the part of the Council in the performance of any of its obligations under this agreement. To the extent that such failure or delay is beyond the reasonable control of the Council, including but not limited to force majeure, labour disputes, transportation failure, riots or civil disturbance.

~~25-23.~~ The **COUNCIL** reserves the right to vary the Conditions of Hire applicable to this contract, including but not limited to variations in the premises, the period of hire, the rate of charge and the calculation of charges, on giving written notice to the **HIRER**.

~~26-24.~~ The **HIRER** after booking on the Squarespace Scheduling booking system, is required to have an induction with Staff. This will consist of fire safety, security and other instructions and will be coordinated via email. An email with clear guidance and instructions on operating the building and H&S compliance, is provided following acceptance of the booking by the Hirer.

~~27-25.~~ The **HIRER**, if given a pin code to the building for their period of hire, is responsible for ensuring the code is not circulated outside of their customer base/session attendees. If this is suspected, it is the **HIRER's** responsibility to make staff aware so the code can be changed.

~~28-26.~~ The **HIRER** shall ensure that nothing is done during the period of hire in contravention of the law relating to gaming, betting and lotteries.

~~29-27.~~ The **HIRER** shall, if preparing, serving or selling food, observe all relevant food HEALTH AND HYGIENE legislation and regulations.

~~30-28.~~ The **HIRER** must report all accidents involving injury to the public to the Council as soon as possible. Any failure of equipment belonging to the Council must also be reported as soon as possible in the incident book located in the kitchen area of the Orchard Centre. ~~Certain types of accident or injury must be reported on a special form to the Central Bedfordshire Council. The COUNCIL will give assistance in completing this form.~~ This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

~~31-29.~~ The **HIRER** shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and only fit and proper persons have access to and supervision of the children.

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~~33-31.~~ The **HIRER** agrees with the **COUNCIL** to observe and perform the provision and stipulations contained or referred to in the Council's Standard Conditions of Hire for the time being in force as described above (an understanding of which the hirer acknowledges, together with any special conditions set out in the schedule below):

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- Noise must be kept to a minimum on arrival and departure.
- **HIRERS** cannot access the hall before the agreed time unless previously agreed with Staff.
- **HIRERS** are responsible for removing and recycling cans, glass, cardboard and plastic bottles.
- No more than 140 persons are allowed to attend any one booking in [thePage](#) Hall.
- No more than 34 persons are allowed to attend any one booking in the [Barnett-Training](#) Room.
- A commercial **HIRER** must have its own public liability insurance as this is not covered under the **COUNCIL's** insurance policy.

33. This agreement is made between the **COUNCIL** and the **HIRER** whereby in consideration of the charges the **COUNCIL** agrees to permit the **HIRER** to use the premises for the purpose and period shown on the booking form.

The Orchard Community Centre Policy January 2025



INTRODUCTION

Biggleswade Town Council (BTC) owns The Orchard Community Centre situated in the Kings Reach estate, providing a high standard service and space for the community, local organisations, and businesses.

PURPOSE OF POLICY

This policy aims to:

- Support the Town Council's delivery objectives.
- Ensure proper management of the Community Centre.
- Explain the booking management system and income management.
- Outline health and safety aspects.

BOOKING TERMS & CONDITIONS

All bookings are subject to the 'Standard Conditions of Hire,' which are available on the BTC website or through requests by email to the Orchard Community Centre. These conditions must be accepted prior to finalization of any booking request and Hirers will confirm they accept conditions digitally, through Squarespace Scheduling. The booking cannot be requested without acceptance of conditions.

These conditions may be varied by the prior written agreement for any booking but must be authorized by BTC management.

As per conditions, the Hirer is fully responsible for the supervision of the premises during the period of hire. For all commercial hires (i.e. not by private individuals for private events), the Hirer must hold appropriate insurance. The Hirer will be responsible for indemnifying the Council for any loss or damage to the buildings or contents and for any public liability arising out of their event. Any cost of damage for private bookings shall be incurred by the Hirer up to a maximum of £125 to indemnify the Council for the cost of repair, which is the excess on the Council's insurance.

Bookings include a set-up and close-down time window of 15 minutes. The Hirer is responsible for organizing tables and chairs unless agreed with staff under exceptional circumstances. Outside of the hiring period the Hirer is no longer responsible for the building.

A session includes free use of the equipment (chairs, tables, projector etc.) and kitchen facilities. This use is not exclusive to a single Hirer however, as if sessions are ongoing in both Page Hall and The Barnet Room, facilities will need to be shared. Hirers are therefore asked to show consideration to others and minimize any disturbances or inconveniences to others.

The Council reserves the right to refuse a booking without notice, even if accepted. Up to seven days' notice would be given in writing to the Hirer and they would be entitled to reimbursement of any deposit monies made to the Council, but the Council is not liable for any further payments to the Hirer. In exceptional circumstances, seven days' notice may be waived at the discretion of the Council.

CHARGES

The Orchard Community Centre fees are reviewed on an annual basis and determined by:

- Running costs
- Demand for hire
- Rates at similar, local facilities
- Current standard of facilities

The Council reserves the right to charge the Hirer's securely stored credit/debit card held on their Squarespace Scheduling account, up to one month in advance of the session. Party and event hirers will be charged immediately upon booking. A deposit will be taken.

Hirers are entitled to a full refund if their session is cancelled with at least 72 hours' notice. Wall space for exhibition use is available and charged at the Town Clerk's discretion.

CHARGING CATEGORIES

The Orchard Community Centre makes the following distinctions between Hirers:

- Commercial, defined as all public limited companies, private sector businesses with over 10 employees and any bookings that do not fall within the bracket of other categories.
- Community, defined as small businesses with 10 employees or less, not-for-profit organisations, public sector and charities, and private individuals for private events.

Within the community category, a concession is applicable to local charities and not-for-profit organisations which provide benefit for Biggleswade residents. The concession does not apply to small businesses.

Hirers are to book through the embedded Squarespace Scheduling system on the BTC website. Queries can still be directed to the Orchard staff via email or phone call and bookings can be made on their behalf if the Hirer requires further support.

As per Standard Conditions of Hire, all fees and charges must be paid in advance of the booking, which is mandated by Squarespace Scheduling when booking.

The Hirer will be liable to pay for any additional time used further to that booked on Squarespace Scheduling. This will be charged to the debit/credit card held on their Squarespace Scheduling account.

HIRER INDUCTION

To ensure health and safety compliance, Hirers will be required to complete an induction of the building prior to starting a session. This will entail safe use of the premises, understanding of location of fire exits and security, and will be organised via email.

As part of the induction, session holders that do not require a staff presence will be given a more detailed induction explaining fire procedures, security, access control etc.

RESTRICTIONS ON USE AND HIRE

As The Orchard is located on a residential estate, certain activities may be prohibited or restricted. BTC retains absolute discretion on the use and hire of facilities and reserves the right to refuse requests to hire for any reason.

As per standard conditions of hire, misuse of the facility can result in further bookings being rejected, with misuse including but not limited to the following:

- Breach of licensing relating to the consumption of alcoholic liquor and music.
- Excessive noise causing disturbance to neighbours.
- Causing nuisance or offence to BTC staff.
- Use of facilities for anything other than the agreed purpose of hire.

CONTACT DETAILS

Details of BTC Staff can be found on the website, which is kept up to date on a regular basis. Otherwise, BTC Staff at the Orchard Community Centre can provide contact information on request and in keeping with data protection.

INSURANCE

Buildings, contents, and public liability insurance is all in place. As per the conditions, the Hirer as a business, is otherwise responsible for taking out insurance to protect themselves against any third-party claims against them. The hirer must submit evidence of their insurance via the form upload link in the Squarespace Scheduling booking page.

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~~These conditions may be varied by the prior written agreement for any booking but must be authorized by BTC management.~~

~~As per conditions, the Hirer is fully responsible for the supervision of the premises during the period of hire. For all commercial hires (i.e. not by private individuals for private events), the Hirer must hold appropriate insurance. The Hirer will be responsible for indemnifying the Council for any loss or damage to the buildings or contents and for any public liability arising out of their event. Any cost of damage for private bookings shall be incurred by the Hirer up to a maximum of £125 to indemnify the Council for the cost of repair, which is the excess on the Council's insurance.~~

~~Bookings include a set-up and close-down time window of 15 minutes. The Hirer is responsible for organizing tables and chairs unless agreed with staff under exceptional circumstances. Outside of the hiring period the Hirer is no longer responsible for the building.~~

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The Council reserves the right to refuse a booking without notice, even if accepted. ~~Up to seven days' notice would be given in writing to the Hirer and they would be entitled to reimbursement of any deposit monies made to the Council, but the Council is not liable for any further payments to the Hirer. In exceptional circumstances, seven days' notice may be waived at the discretion of the Council.~~

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Within the community category, a concession is applicable to local charities and not-for-profit organisations which provide benefit for Biggleswade residents. The concession does not apply to small businesses.

Hirers are to book through the embedded Squarespace Scheduling system on the BTC website. Queries can still be directed to the Orchard staff via email or phone call and bookings can be made on their behalf if the Hirer requires further support.

As per Standard Conditions of Hire, all fees and charges must be paid in advance of the booking, which is mandated by Squarespace Scheduling when booking.

The Hirer will be liable to pay for any additional time used further to that booked on Squarespace Scheduling. This will be charged to the debit/credit card held on their Squarespace Scheduling account.

HIRER INDUCTION

To ensure health and safety compliance, Hirers will be required to complete an induction of the building prior to starting a session. This will entail safe use of the premises, understanding of location of fire exits and security, and will be organised via email.

As part of the induction, session holders that do not require a staff presence will be given a more detailed induction explaining fire procedures, security, access control etc.

RESTRICTIONS ON USE AND HIRE

As The Orchard is located on a residential estate, certain activities may be prohibited or restricted. BTC retains absolute discretion on the use and hire of facilities and reserves the right to refuse requests to hire for any reason.

As per standard conditions of hire, misuse of the facility can result in further bookings being rejected, with misuse including but not limited to the following:

- Breach of licensing relating to the consumption of alcoholic liquor and music.
- Excessive noise causing disturbance to neighbours.
- Causing nuisance or offence to BTC staff.
- Use of facilities for anything other than the agreed purpose of hire.

CONTACT DETAILS

The primary contact number is the Orchard Centre main line 01767 348020. The secondary contact number is 01767313134. The out of hours emergency contact number is 07484084947. Details of BTC Staff can be found on the website, which is kept up to date on a regular basis. Otherwise, BTC Staff at the Orchard Community Centre can provide contact information on request and in keeping with data protection.

INSURANCE

Buildings, contents, and public liability insurance is all in place. As per the conditions, the Hirer as a business, is otherwise responsible for taking out insurance to protect themselves against any third-party claims against them. The hirer must submit evidence of their insurance via the form upload link in the Squarespace Scheduling booking page.

BIGGLESWADE TOWN COUNCIL
Finance & General Purposes Committee Meeting 16th September 2025
Item 9e: Section 106 (s106) Update Report

Implications of Recommendations

Corporate Strategy: GOOD GOVERNANCE: Ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines and best practice.

Finance: Not applicable.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

A standalone s106 Priorities Working Group met on 26th August to identify and agree the key section 106 priorities for the town. The Working Group met following a Biggleswade Joint Committee action and a separate Market Square Vision Working Group action to determine the top strategic priorities for section 106 funding for Biggleswade and to share the priorities with CBC Officers and Ward Councillors.

Summary

The s106 Priorities Working Group agreed four key actions;

1. BTC Officers continue to monitor all historical unallocated s106 programmes and align those with all rising BTC projects needing S106 funding. CBC Officers will assist this by providing a CBC Officer s106 report for the next BJC meeting. BTC Officers to pursue via CBC Planning Officers the unlocking of historical S06 agreements which have not been spent for multiple years as appropriate, to get CBC legal team and developer legal teams to amend legal wording to enable the unlocking of those historical funds for current requirements. One example is the Kings Reach £62k s106, and a similar amount for a 3G pitch never built, and which could become sports changing facilities.
2. BTC Officer (Committee Clerk) to liaise monthly with CBC Planning Team to prise any release of recently CBC/developer negotiated s106 agreements for new developments. Currently, CBC places the agreements on its own website with zero notification which is disappointing. The Committee Clerk has succeeded in ensuring CBC Planning Officers will notify BTC upon any new s106 agreement release. Officers will include s106 work in the draft Corporate Aspirations plan, on the community a town to be proud of bottom of page, *"The Town Council will collaborate with CBC and developers on all new developments to ensure that rigorous section 106 agreements are reached. This will deliver strategically important priorities for the town and its communities as planning approved developments are built."*
3. BTC Members to arrange standalone working groups for each large scale and high impact new development, Officers optional. The main developments are;
 - a) Land North - Received a set of links inc S.106, could be revisited, and a second application pending.
 - b) Land East- s106 posted on CBC website on 26th August without notice to BTC
 - c) Holme Court- unknown status of s106 agreement or options
 - d) Tritax phase four- unknown status of s106 agreement or options.

The WG agreed that the Land East s106 agreement should be summarised and a short report should go to a standalone Member WG meeting. That meeting would look at a) s106 agreement and BTC priority options for the town and b) wider strategic direction of the planning application status and any issues with it.

Once the WG formulated recommendations, the developer would be called to discuss the s106 requirements for the town and then a report would go to a next TC meeting. This process would happen for each major development to ensure s106 town requirements are captured by the developer and CBC, the only two parties involved in the s106 agreement.

Recommendation

That F&GP Members note the progress of the s106 Priorities Working Group and agree to recommend to the 14th of October Town Council meeting that it resolves on all the actions and the s106 priorities list at point four.

Karim Hosseini
Head of Governance & Strategic Partnerships

Ernest Bour
Head of Finance & Deputy RFO

Appendices:
Appendix A: S106 Priorities Table.

Appendix A: Town Council – Strategic S106 Priorities for Biggleswade (Not in Priority Order)

S106 Items	Description	Comments
Healthcare	Health hub asset, dentist.	For routine/outreach NHS procedures.
Education	Early Years, Primary, SEN, Vocational, apprenticeship asset.	To ensure the town's developments feed into a virtuous career pathway circle.
Allotments	Leased or adopted.	Land East 1.33 hectares, £58k.
CCTV	Widen cover across town.	Also to refresh tech every 6 years.
Holme Farm	Lorry Park, service station, social enterprise business hub and incubator / workspace. Community Campus? Motel.	To provide a business hub centre of excellence in the south of the town and business rest facility with new shops for A1 traffic. Tebay community enterprise Motorway Services and Truck Stop model.
A1 underpass	Improve access beyond A1 and to town.	Connectivity improvements, H&S, only overground bridge being considered to date. CBC needs to engage for underpass. £3m s106 plus extra pots available for bridge.
EV Charging points	To be assessed for the A1 area only.	Rest of town allocation is ok and will follow the CBC rollout if resolved.
Crematorium	In or on edge of Biggleswade.	Opportunity for the town to have one. Not a direct BTC power, more CBC.
Road Traffic Infrastructure Improvements	Roundabouts, A1, in town traffic lights, junctions.	For BTC to strategically assess each new development in wider context of impact.
Market Square	Vision work.	Land East s106 agreement includes £250k for town centre.
Youth Services	Provision model, staff resourcing and asset.	Collaboration with expert providers, twinning summer camps, scouts/brownies, cadets, s106 driven. Here2listen. Dunstable good example to learn from.
Cemetery	New land or Stratton option 2031 planning.	Stratton Way could be converted to cemetery land, KR pitches car parking in zone. BTC would negotiate with developers inc Land East for new land to create sports pitches in compensation for loss of Stratton pitches.
Public Transport Infrastructure Improvements	Train station, bus stops and service, bike scheme and paths.	More done to improve current public transport infrastructure. Town circular, commuter feeders for station, direct service to Cambridge?
Leisure space and green spaces, play areas	Mixed sports and changing facilities assets. Camping and outdoor events potential. GLL model?	New developments to have fewer larger green parks which could have a play area on them. Fewer larger play areas with more equipment to improve attractiveness and maintenance. Land East 17 acres sport and leisure. Scrutinise play areas number.
Community Centre	New asset in new developments Multi-purpose, multi-functional Community Campus approach.	Space needs to be configured to town needs, shared community spaces with Orchard, new operating model needed bringing in 3 rd sector to co-manage.

