MINUTES of the ORDINARY MEETING OF STANLEY TOWN COUNCIL

Held at Stanley Civic Hall, Front Street, Stanley on Tuesday 13th March 2018 at 7.30pm

PRESENT: B Nair* T Armstrong L Christie H Clark M Davinson C Hampson | Kane C Marshall D Marshall | McMahon

J Pallas L Timbey D Tully G Wilkinson

*Town Mayor

OFFICERS: Alan Shaw (Town Clerk)

Nicola James (PA to the Town Clerk)

James Harper (Community Development Manager)

IN ATTENDANCE: 5 members of the public.

254 APOLOGIES FOR ABSENCE

Apologies received from Cllrs D Carmichael, J Clark, A Clegg, J Nicholson, J Tully & J Stephenson were accepted by Council.

255 DECLARATIONS OF INTEREST

Cllrs M Davinson, C Marshall & C Hampson declared an interest in item 9 (Stanley Library) as they are members of Durham County Council. Cllr C Marshall stated that he will leave the room when the item is discussed as the is a member of the cabinet.

256 TOWN MAYOR'S ANNOUNCEMENTS

The Town Mayor informed Members of the events he had attended in the month prior to the meeting which included:

- Oxhill Youth Club Babes in the Wood
- Shildon Town Council Charity Dinner
- West Stanley Pit Disaster commemoration.
- East Stanley memorial bench unveiling
- Sedgefield Town Council Civic Ball.

The Town Mayor also advised that when Cllrs A Clegg and J Stephenson were recovered, he would be meeting with them to review the Town Mayor's budget and submit a report to Council.

The Town Clerk reminded everyone present to turn their mobile phones off or to silent, and advised all present that the meeting was being recorded. He also advised those present that a member of the public was recording the meeting. Members were reminded to stand when speaking after being recognised by the Town Mayor.

257 PUBLIC PARTICIPATION

Joan Oldfield (Treasurer of Oxhill Youth Club and secretary of the Friends of the Civic Hall) asked if there was any truth to rumours that the Civic Hall was closing and also offered her services to advise how to finance and run shows.

The Town Clerk responded that there was no truth to the rumours that the Civic Hall was to be closed, however budgets had been restructured and changes are being made to make the Civic Hall more cost effective for the community. He also welcomed Mrs Oldfield's offer for advice on the staging of events in the future.

Ron Harrison had written to the Town Clerk to advise that he would like the Louisa Morrison Memorial to be relocated outside the Civic Hall near where the coal tub is located. (in relation to agenda item 12, Minute #265)

Bob Drake had contacted the Town Clerk and wished to express that he feels very strongly that Stanley should have a central war memorial (in relation to agenda item 10, Minute #263)

258 CONFIRMATION OF MINUTES

It was proposed by Cllr C Marshall, seconded by Cllr L Timbey and RESOLVED that the minutes of the Ordinary Council meeting held on 23rd January 2018 be APPROVED as a correct record and signed by the Town Mayor.

259 ACCOUNTS FOR PAYMENT AND BANK RECONCILIATION

It was proposed by Cllr D Marshall, seconded by Cllr J Kane and RESOLVED that Council APPROVE the payment of accounts for January 2018 and NOTE the bank reconciliation for January 2018.

260 INTERNAL AUDIT

It was proposed by Cllr D Marshall, seconded by Cllr J McMahon and **RESOLVED** that Council **NOTE** the reports of the auditor and were pleased that Full Assurance has been given for Budgetary Control, Income & Banking and the Main Accounting System.

261 EVENTS SPECIFICATION

Members reviewed the draft specification. After a discussion, it was **RESOLVED** that assessment criteria should be added with weightings for safety, quality, price, capability and experience. The revised specification to be resubmitted to Council for approval at the meeting to be held on 27th March 2018.

262 STANLEY LIBRARY UPDATE

Cllr C Marshall left the room while this item was discussed.

The Town Clerk updated members on the progress of acquiring the library building. Members **NOTED** the report and thanked the Town Clerk for progressing the matter.

263 WAR MEMORIAL

Members **RESOLVED** that a working group should be convened as soon as possible to identify whether if there is public support for the building of a new memorial for Stanley.

The working group will be Cllrs A Clegg, J McMahon, M Davinson & G Wilkinson.

264 ALLOTMENTS

Members **NOTED** the report of the Town Clerk and await the information requested.

Members **NOTED** that it would be important to avoid double taxation and to ensure that DCC put the Allotments into an acceptable condition before they are transferred to STC to ensure value for money for the people of Stanley.

265 LOUISA MORRISON MEMORIAL

Members **CONSIDERED** the Town Clerk's report. It was proposed by Cllr D Marshall, seconded by Cllr J McMahon and **RESOLVED** that:

- (i) The Council wishes the memorial to be moved to the preferred location in Stanley.
- (ii) Officers are tasked to submit the required faculty application to the Church Commissioners in order to progress this.
- (iii) Should the Church Commission decide to relocate the stone to St Thomas' church, the Town Council will not commit any resources to facilitate or support this.

266 COUNCIL ACTIONS UPDATE

The Town Clerk updated members on the following previous decisions of Council:

- (i) DBS Checks The Community Development Manager has been in contact with the HR service at DCC to provide support in completing the checks.
- (ii) **ID Badges** Badges and lanyards have been delivered and are available for members.
- (iii) Civic Regalia The Town Clerk is looking into loaning a civic chain from DCC and purchasing a pendant for the Deputy Town Mayor. A quote will be brought back to Council for consideration.
- (iv) Council Offices This action will be deferred until after following Council's restructure.
- (v) Budget The Town Clerk is liaising with Groundwork and DCC to look at the Job Descriptions and transfer of the staff to STC under the TUPE. regulations.

Cllr L Timbey requested that the decision on the publicity associated with the Council's adoption of the Dying To Work scheme be added to the actions list and an update provided at the next meeting.

267 TOWN MAYOR'S AWARDS

As there had been no nominations received in time to arrange the awards night as planned, it was proposed by Cllr M Davinson, seconded by Cllr J Kane and RESOLVED that the deadline for nominations be extended until 30th March and that civic awards event be held on a date in May before the Annual Council meeting.

268 BORROWING REQUEST

It was proposed by Cllr C Marshall, seconded by Cllr J McMahon and **RESOLVED** to seek the approval of the Secretary of State for Housing, Communities and Local Government to apply for a PWLB loan of £190,000 up to 10 years for the purchase of a building to be used as a community resource centre. The annual loan repayments will come to around £23,000 a year. There is no intention to increase the precept for the purposes of the loan.

269 DATE, TIME AND VENUE OF NEXT MEETING

Tuesday 27th March 2018, 6:30pm, Civic Hall Stanley.

MINUTES of the PROJECTS AND INITIATIVES COMMITTEE MEETING OF STANLEY TOWN COUNCIL held at Stanley Civic Hall on Tuesday 13th March 2018 at 6.30pm

PRESENT: CIIr J Pallas* CIIr | McMahon CIIr C Marshall CIIr C Hampson

Cllr J Kane Cllr L Christie Cllr G Wilkinson Cllr B Nair

*Chairman

OFFICERS: Alan Shaw (Town Clerk)

Nicola James (PA to the Town Clerk)

James Harper (Community Development Manager)

OTHERS IN ATTENDANCE: 2 member of the public, Cllrs D Marshall, L Timbey & M Davinson

270 APOLOGIES FOR ABSENCE

Apologies received from Cllrs J Clark, J Tully, A Clegg & T Armstrong were accepted by the Committee.

271 DECLARATIONS OF INTEREST

None.

272 PROCEDURAL AND APPROPRIATE ANNOUNCEMENTS FROM THE CHAIRMAN OR TOWN CLERK

The Town Clerk advised that the meeting was being recorded and reminded everyone to switch their phones to silent.

273 PUBLIC PARTICIPATION

Mr Billy Nixon wrote to the Town Clerk to ask what the ratio of salt to grit is in our grit bins. The Community Development Manager advised the Committee that we do not know the ratio, the grit we use is provided for free from Durham County Council under the partnership arrangement. The Community Development Manager will reply to Mr Nixon and advise that enquiries relating to the mix should be directed to them.

274 CONFIRMATION OF MINUTES

It was proposed by Cllr C Marshall, seconded by Cllr J Kane and **RESOLVED** that Committee **APPROVE** the minutes of the meeting held on 9th January 2018.

275 GRIT BIN SERVICE

The Community Development Manager requested that members consider additional grit bins to the 13 that the Town Council currently provide. It was proposed by Cllr C Marshall, seconded by Cllr B Nair and RESOLVED that:

- (i) The grit bins we currently are kept replenished with grit,
- (ii) The Community Development Manager will finalise the list of additional bin locations following further requests from members and the public,
- (iii) The Projects and Initiatives Committee support the request to provide additional bins, and
- (iv) The Finance & Governance Committee be requested to examine how these additional locations can be funded in the future.

276 STANLEY IN BLOOM

Members **NOTED** the report from the Community Development Manager. The Community Development Manager was requested to bring more a detailed report relating to the timescales and resources required for the project to Committee for further consideration.

277 COMMITTEE ACTIONS UPDATE

The Town Clerk updated members on the following Committee Actions:

- (i) Youth Council This has not progressed as it is not a priority of the Council.
- (ii) Mini Police Officers have requested Craig Johnson to submit a proposal and one has not been received..
- (iii) Armed Forces Preparations are underway.
- (iv) Christmas Events Income from the traders was collected and a cheque for the Mayors Charity will be raised.
- (v) Road Safety Acting Insp. Dave Clarke advised that there are issues putting the speed visors on lamp columns, he is in talks with DCC. This budget will be carried forward to 2018/19.
- (vi) Christmas Lights The Community Development Manager is organising a Working Group. Members of the group will be Cllrs D Marshall, B Nair, J McMahon & G Wilkinson.
- (vii) **Defibrillators** The Job Centre is keen to have a defibrillator at their building and the Community Development will take this forward.

278 DATE, TIME AND VENUE OF NEXT MEETING

Tuesday 10th April 2018, 6.30pm, Stanley Civic Hall

MINUTES of the FINANCE AND GOVERNANCE COMMITTEE MEETING OF STANLEY TOWN COUNCIL held at Stanley Civic Hall on Wednesday 14th March 2018 at 6.00pm

PRESENT: Cllr M Davinson* Cllr D Marshall Cllr J Pallas Cllr H Clark

Cllr J Nicholson Cllr D Tully Cllr B Nair

*Chairman

OFFICERS: Nicola James (PA to the Town Clerk)

Alan Shaw (Town Clerk)

IN ATTENDANCE: Cllr C Marshall

ABSENT: Cllrs L Christie & J Kane

279 APOLOGIES

Apologies received from Cllrs J Stephenson, D Carmichael & A Clegg were accepted by the Committee.

280 DECLARATIONS OF INTEREST

Cllr J Nicholson noted that she has supported the North East Horticultural Show for a number of years however she is not part of the group.

281 PROCEDURAL AND APPROPRIATE ANNOUNCEMENTS FROM THE CHAIRMAN OR TOWN CLERK

The Town Clerk advised that Committee that due to other commitments, Cllr L Timbey will move to the Projects & Initiatives Committee and Cllr J Kane will join the Finance & Governance Committee.

282 PUBLIC PARTICIPATION

No questions were received.

283 CONFIRMATION OF MINUTES

- (i) It was proposed by Cllr D Marshall, seconded by Cllr J Pallas and RESOLVED that the minutes of the Finance and Governance Committee meeting held on 13th December 2017 be approved and signed by the Chairman as a correct record.
- (ii) It was proposed by Cllr D Marshall, seconded by Cllr J Nicholson and RESOLVED that the minutes of the Finance and Governance Committee

meeting held on 10th January 2018 be approved and signed by the Chairman as a correct record.

284 ADVICE SPECIFICATION

The Town Clerk advised that the draft specification for the Stanley Advice Service was an indication of what the Town Council want the service to look like but that a more detailed contract would go along side this document.

Members requested the following be added into the specification:

- (i) A break clause if the service is not satisfactory
- (ii) Performance criteria
- (iii) Regular reports to committee to ensure we are getting value for money
- (iv) Allow flexibility in the service to respond to local needs
- (v) A working relationship to be established with other providers the Town Council works with i.e. PACT House, Just for Women

It was proposed by Cllr D Marshall, seconded by Cllr J Pallas and **RESOLVED** that the specification be accepted subject to the changes discussed.

285 DRAFT SLA FOR WARDEN SERVICE

The Town Clerk advised that he is still working on the SLA for the Warden Service. Once complete it will be circulated to Members for comment.

286 GRANTS

It was proposed by Cllr D Marshall, seconded by Cllr J Pallas and **RESOLVED** that the applications be reviewed by the Working Group and a recommendation be brought to Full Council on 27th March.

287 MEMBER'S INITIATIVE FUND

Members **NOTED** the updated list of MIF payments. A list of all payments will be provided to Full Council on 27th March.

288 COMMITTEE ACTIONS UPDATE

Members **NOTED** the actions update. The Town Clerk advised that investments will be looked at after year end.

289 DATE, TIME AND VENUE OF NEXT MEETING

11th April 2018, 6:00pm, Stanley Civic Hall.

GRANTS WORKING GROUP

Held at Stanley Civic Hall, Front Street, Stanley on Tuesday 20th March 2018 at 10.00am

PRESENT: H Clark D Marshall J Pallas J Stephenson

OFFICER: Alan Shaw (Town Clerk)

* Attachment references relate to the Finance & Governance Agenda from 14th March 2018.

RECOMMENDATIONS

The Working Group **NOTED** that the grants budget has only £13,473 remaining following the decision of Council to award an emergency grant to the Citizen's Advice Bureau in June 2017 to prevent the Stanley Advice Service from closing.

The Working Group also **NOTED** that the Council currently holds an earmarked reserve of £25,000 for works to Stanley Front Street. Given that the redevelopment of Front Street has now been completed, this reserve is no longer required for its original purpose.

Therefore the Committee **RECOMMENDS** that this earmarked reserve is removed and made available for the award of grants in this round of grant funding, to enable the Council to support as many of the applicant organisations as possible. This would give a grants budget of £38,473.

(i) Joan Dodds - Stanley Brass Contest - £3,000 (ATTACHMENT E)*

The application relates to an event which took place in October 2017. The application is not a constituted body. The working group **RECOMMENDS** that the application is refused.

(ii) Derwentside Mind - Mental Health Services - £10,000 (ATTACHMENT F)*

The group felt that the application was not sufficiently detailed to identify the benefit to Stanley residents. The charity appears to be well funded from other sources and to have significant reserves. It is suggested that the applicant should provide more information about how their services link with other other providers and provide more detail about how they are delivered in Stanley in a future application but on this occasion the group **RECOMMENDS** that the application is refused.

(iii) Stanley Indoor Bowls Centre - £23,000 (ATTACHMENT G)*

The working group noted that that the Indoor Bowls club has two international events being staged in the coming year which will bring a large number of people into the town and see Stanley portrayed in a positive light internationally. They have also noted that the club has developed a detailed plan to refurbish the building and make it more sustainable in the future. The group further considered that one of the key themes in the Medium Term Plan Objective 5 (3) is to "develop a grant funding pot to support core costs of community and sports buildings". Given that this is a key objective of the medium term plan the group **RECOMMENDS** that the grant is awarded in full to the

applicant. The group further **RECOMMENDS** that the support of STC is given great prominence locally in the run up to and during the international events.

(iv) North East Horticultural Show - £6,000

(ATTACHMENT H)*

The working group noted that the event is a significant regional event which has taken place in the Stanley area for a number of years. Similarly to the bowls events, the event brings a large number of people from across the north of England to Stanley. The group felt that they would like the NEHS to become more engaged with local people, including local allotment holders and would like to discuss with the group how the event can become more self-sufficient in the future, given that the Town Council has now provided funding for the event for a number of years. However, the group recognises the significance of the event and **RECOMMENDS** that the requested amount be granted in full. The group further **RECOMMENDS** that more publicity about the event to encourage the attendance of local people should be undertaken to help make the event more profitable and raise the local profile of it.

(v) SHAID - Homelessness Support - £12,000

(ATTACHMENT I)*

Subject to the award of the grants at paragraphs (iii) & (iv), the remaining balance would be £9473. The Working group RECOMMENDS that this balance is awarded to SHAID as a significant contribution towards the project. The Working Group NOTED that SHAID as an organisation is one that has received support from the Town Council for a number of years through MIF projects and other support.

09/03/2018

Time: 14:36

Stanley Town Council 2017-18

Cash Book 1

Current Bank A/c

Page No: 176

User: SO

For Month No : 11

Paymen	ts for Month 11				Nomi	nal Ledger		· · · · · · · · · · · · · · · · · · ·
Date	Payee Name	Cheque	£ Total Amnt	£ Creditors	£VAT A/c	Centre	£ Amount	Transaction Detail
01/02/2018	Vodafone	DD11 001	39.60	39.60	500			Vodafone charges Jan 18
01/02/2018	NWG Business ltd	DD11 002	664.36	664.36	500			Water charges to 10/01/18
01/02/2018	Facebook	DD11 003	27.00	27.00	500			Facebook Jan 18
02/02/2018	Lanchester Dairies Ltd	DD11 004	19.48	19.48	500			milk w/e 26/01
05/02/2018	, , , , , , , , , , , , , , , , , , ,	BACS	3,642.25	3,642.25	500			BACS B/L Pymnt Page 476
05/02/2018	Barclays	DD11 007	27.02	27.02	500			e account charges
05/02/2018	Barclays	DD11 016	148.45	148.45	500			Mixed ac jan charges
05/02/2018	Civic Hall Petty Cash	DD11 006	300.00		200		300.00	Petty cash top up
06/02/2018	Microsoft`	DD11 009	39.50	39.50	500			Microsoft Jan 18
06/02/2018	Molson Coors Brewng Co Ltd	DD11008	455.40	455.40	500			pink gin etc
07/02/2018	Adobe Systems Software	DD11 010	16.64	16.64	500			Adobe Feb 18
	BACS B/L Pymnt Page 479	BACS	1,859.64	1,859.64	500			BACS B/L Pymnt Page 479
09/02/2018	Lanchester Dairies Ltd	DD11 011	19.48	19.48	500			milk w/e 02/02
15/02/2018	ITC Service Ltd	DD11 012	658.23	658.23	500			copying charges
16/02/2018	Information Commissioners Offi	DD11 013	35.00	35.00	500			ICO subs 2018
16/02/2018	Lanchester Dairies Ltd	DD11 015	29.22	29.22	500			milk w/e 09/02
16/02/2018	Flowers by Lucia lee	DD11 017	55.00	55.00	500			wreath
16/02/2018	British Telecom Payments Centr	DD11 014	29.76	29.76	500			01207 218376
19/02/2018	HMRC etc	DD11 018	10,199.82		4005	500		Payroll deductions Jan 18
					4000	505	795.85	Payroll deductions Jan 18
					4000	500		Payroll deductions Jan 18
00/00/0040	D. 00 D. 1				4000	101	5,257.00	payroll deductions Jan 18
	BACS B/L Pymnt Page 482	BACS	3,102.49	3,102.49	500			BACS B/L Pymnt Page 482
	BACS B/L Pymnt Page 484	BACS	4,458.41	4,458.41	500			BACS B/L Pymnt Page 484
	Molson Coors Brewng Co Ltd	DD11 019	1,402.39	1,402.39	500	1212121	200200000000000000000000000000000000000	carling etc
	cash- MIF 608	DD11 023	195.00		4500	400		MIF608- buffet and flag
	cash- office petty cash	DD11 023	15.00	1 000 00	205		15.00	cash- office petty cash- top u
	British Telecom Payments Centr	DD11 024	1,000.09	1,000.09	500			rental charges Jan 18
	Corona Energy Retail 2 Ltd	DD11 025	86.27	86.27	500			gas charges Jan 18
	The Green House	DD11 026	30.00	30.00	500			MIF608- wreath
	Pat testing expert Itd	DD11 027	234.00	234.00	500			PAT testing course- P Burns
	Lanchester Dairies Ltd	DD11 028	48.70	48.70	500			milk w/e 16/02
	Post office ltd	DD11 030	672.00	672.00	500			1200 2nd class stamps
24/02/2018		DD11 029	14.88	14.88	500			gas bottle rental Jan 18
26/02/2018	St Josephs	BACS11	500.00		4500	400	500.00	MIF618- BACS

Time:

09/03/2018

14:36

Stanley Town Council 2017-18

Cash Book 1

Current Bank A/c

Page No: 177

User: SO

For Month No: 11

Paymen	ts for Month 11				1	Nomir	nal Ledg	er	
<u>Date</u>	Payee Name	Cheque	£ Total Amnt	£ Creditors	£VAT	A/c	<u>Centre</u>	£ Amount	Transaction Detail
									delayed
	St Josephs	BACS11	-500.00			4500	400	-500.00	MIF618 BACS delayed
26/02/2018	Worldpay	DD11 020	60.41	60.41		500			Internet charges Jan 18
26/02/2018	Worldpay	DD11 021	40.20	40.20		500			Card charges Jan 18
26/02/2018	Worldpay	DD11 022	17.93	17.93		500			card charges Jan 18
	Friend of Shield Row Primary	BACS11	-1,000.00			4500	400	-1,000.00	Cancel- MIF614 withdrawn
27/02/2018	Payroll - February 18	DD11 031	18,105.57			4005	500	2,817.97	Payroll - February 18
						4000	505	2,421.75	Payroll - February 18
						4000	500	5,574.36	Payroll - February 18
						4000	101	7,291.49	Payroll - February 18
28/02/2018	BACS B/L Pymnt Page 490	BACS	300.00	300.00		500			BACS B/L Pymnt Page 490
05/03/2018	BACS B/L Pymnt Page 486	BACS	8,301.60	8,301.60		500			BACS B/L Pymnt Page 486
05/03/2018	BACS B/L Pymnt Page 488	BACS	730.00	730.00		500			BACS B/L Pymnt Page 488
05/03/2018	BACS B/L Pymnt Page 489	BACS	5,225.00	5,225.00		500			BACS B/L Pymnt Page 489
	Total Payments for Month		61,305.79	33,490.40	0.00			27,815.39	
	Balance Carrie	ed Fwd	452,679.17						
	Cash Book	Totals	513,984.96	33,490.40	0.00			480,494.56	

09/03/2018

Time: 14:36

Stanley Town Council 2017-18

Cash Book 1

Current Bank A/c

Page No: 173

User: SO

For Month No: 11

	=							
Receipts for Month 11				300000	Nom	inal Le	dger Analysis	3
Receipt Ref Name of Payer	£	Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
Balance Brought Fwd :	487,321.67						487,321.67	
Banked on : 22/08/2017	-135.00							
INC11 999 H Garthwaite s/be s/dr		-135.00			1010	500	-135.00	H Garthwaite s/be s/dr
Banked on : 22/08/2017	135.00							
Sales Recpts Page 482		135.00	135.00		100			Sales Recpts Page 482
Banked on : 02/02/2018	157.50							culco recopito i age 402
Sales Recpts Page 479	107.50	157.50	157.50		100			Calca Paenta Desa 470
. , ,	F0.00	157.50	157.50		100			Sales Recpts Page 479
Banked on : 02/02/2018	50.00	50.00	50.00		400			
Sales Recpts Page 487		50.00	50.00		100			Sales Recpts Page 487
Banked on : 04/02/2018	1,377.00							
INC11 008 internet rec 29/01-04/02		11.00		1.83	4102	500		internet rec 29/01-04/02
INC11 008 internet rec 29/01-04/02 INC11 008 internet rec 29/01-04/02		28.50		4.75	4998	500		internet rec 29/01-04/02
INC11 008 Internet rec 29/01-04/02		351.00 986.50		58.50	1000 530	500		internet rec 29/01-04/02-Jack internet rec 29/01-04/02-prof
	F 44	000.00			550		900.50	internet rec 29/01-04/02-prof
Banked on : 05/02/2018	5.41	5.44			1000	446		
INC11 002 Barclays		5.41			4999	110	5.41	Loyalty reward feb E
Banked on : 05/02/2018	29.69							
INC11 004 Barclays		29.69			4999	110	29.69	loyalty award feb mixed
Banked on : 07/02/2018	50.00							
Sales Recpts Page 489		50.00	50.00		100			Sales Recpts Page 489
Banked on : 08/02/2018	94.00							
Sales Recpts Page 488		94.00	94.00		100			Sales Recpts Page 488
Banked on: 09/02/2018	132.00							
Sales Recpts Page 484		132.00	132.00		100			Sales Recpts Page 484
Banked on : 09/02/2018	96.40							
Sales Recpts Page 485		96.40	96.40		100			Sales Recpts Page 485
Banked on : 10/02/2018	1,727.52							
INC11 007 card rec 29/01-10/02	1,121102	223.72		37.29	1220	505	186.43	card rec 29/01-10/02
INC11 007 card rec 29/01-10/02		136.80		22.80	1020	510		card rec 29/01-10/02
INC11 007 card rec 29/01-10/02		4.00		0.67	4104	500		card rec 29/01-10/02
INC11 007 card rec 29/01-10/02		340.00			4700	500		card rec 29/01-10/02
INC11 007 card rec 29/01-10/02		65.00		10.83	1012	500	54.17	card rec 29/01-10/02-Oklahom
INC11 007 card rec 29/01-10/02		958.00			530		843.00	card rec 29/01-10/02-prof
					530		115.00	card rec 29/01-10/02-comm
Banked on: 11/02/2018	852.00							
INC11 010 internet rec 05/02-11/02		8.00		1.33	4102	500	6.67	internet rec 05/02-11/02
INC11 010 internet rec 05/02-11/02		30.00		5.00	4998	500	25.00	internet rec 05/02-11/02
INC11 010 internet rec 05/02-11/02		80.00		13.33	1012	500	66.67	internet rec 05/02-11/02-Siste
INC11 010 internet rec 05/02-11/02		28.00		4.67	1012	500		internet rec 05/02-11/02-Okla
INC11 010 internet rec 05/02-11/02		706.00			530		656.00	internet rec 05/02-11/02-prof

09/03/2018

Time: 14:36

Stanley Town Council 2017-18

Cash Book 1

Current Bank A/c

Page No: 174

User: SO

For Month No: 11

Receipts for Month 11					Nom	inal Led	ger Analysis	S
Receipt Ref Name of Payer		£ Amnt Received	£ Debtors	£ VAT	<u>A/c</u>	Centre	£ Amount	Transaction Detail
					530		50.00	internet rec 05/02-11/02-comm
Banked on: 13/02/2018	4,348.44							
INC11 003 HMRC		4,348.44			105		4,348.44	VAT refund q/e 31/01/18
Banked on : 13/02/2018	3,690.60							
Sales Recpts Pa	ge 493	3,690.60	3,690.60		100			Sales Recpts Page 493
Banked on : 15/02/2018	3,825.39							
INC11 005 var cash/chqs w/	c 29/01	36.00		6.00	1010	500	30.00	var cash/chqs w/c 29/01
INC11 005 var cash/chqs w/	c 29/01	-20.00			1010	500		keep fit instructor 29/01
INC11 005 var cash/chqs w/	c 29/01	1,045.99		174.33	1220	505		var cash/chqs w/c 29/01
INC11 005 var cash/chqs w/	c 29/01	2,679.90		446.65	1020	510		var cash/chqs w/c 29/01
INC11 005 var cash/chqs w/	c 29/01	0.50		0.08	4105	500		var cash/chqs w/c 29/01
INC11 005 var cash/chqs w/	c 29/01	83.00			530			var cash/chqs w/c 29/01-prof
Banked on : 15/02/2018	1,167.22							
INC11 006 var cash /chqs w	/c 05/02	39.00		6.50	1010	500	32.50	var cash /chqs w/c 05/02-KF
INC11 006 var cash/chqs w/o	c 05/02	-20.00			1010	500		keep fit instructor 05/02
INC11 006 var cash/chqs w/o	c 05/02	549.42		91.57	1220	505	457.85	var cash/chqs w/c 05/02
INC11 006 var cash/chqs w/o	c 05/02	506.60		84.43	1020	510		var cash/chqs w/c 05/02
INC11 006 var cash/chqs w/o	c 05/02	0.20		0.03	4105	500		var cash/chqs w/c 05/02
INC11 006 var cash/chqs w/o	05/02	92.00			530		92.00	var cash/chqs w/c 05/02
Banked on : 15/02/2018	50.00							
Sales Recpts Pag	ge 481	50.00	50.00		100			Sales Recpts Page 481
Banked on : 16/02/2018	50.00							
Sales Recpts Pag	ge 483	50.00	50.00		100			Sales Recpts Page 483
Banked on : 18/02/2018	1,150.00							
INC11 012 var internet 12/02	-18/02	175.00		29.17	1012	500	145.83	var internet 12/02-18/02-Okla
INC11 012 var internet 12/02	-18/02	13.00		2.17	4102	500	10.83	var internet 12/02-18/02
INC11 012 var internet 12/02	-18/02	43.50		7.25	4998	500	36.25	var internet 12/02-18/02
INC11 012 var internet 12/02	-18/02	918.50			530		100.00	var internet 12/02-18/02-comm
					530		818.50	var internet 12/02-18/02-prof
Banked on : 19/02/2018	270.00							
Sales Recpts Pag	je 480	270.00	270.00		100			Sales Recpts Page 480
Banked on : 20/02/2018	360.00							
Sales Recpts Pag	je 491	360.00	360.00		100			Sales Recpts Page 491
Banked on : 21/02/2018	1,861.02							
INC11 011 Var cash chqs w/o	12/02	39.00		6.50	1010	500	32.50	keep fit 12/02
INC11 011 var cash/chqs w/c	: 12/02	-20.00			1010	500	-20.00	keep fit instructor
INC11 011 var cash/chqs w/c	: 12/02	652.88		108.81	1220	505	544.07	var cash/chqs w/c 12/02
INC11 011 var cash/chqs w/c	: 12/02	934.14		155.69	1020	510	778.45	var cash/chqs w/c 12/02
	12/02	10.00			1028	500	20.00	gift voucher sold
INC11 011 var cash/chqs w/c	12/02	10.00			1020	300	20.00	giit voucher sold

Time:

09/03/2018

14:36

Stanley Town Council 2017-18

Cash Book 1

Current Bank A/c

Page No: 175

For Month No: 11

User: SO

Receipts for Month 11					Nom	inal Le	dger Analysis	•
Receipt Ref Name of Payer		£ Amnt Received	£ Debtors	£ VAT	<u>A/c</u>	<u>Centre</u>	£ Amount	Transaction Detail
INC11 011 var cash/chqs w/c 12	2/02	13.00		2.17	1012	500	10.83	var cash/chqs w/c 12/02
INC11 011 var cash/chqs w/c 12		232.00			530			var cash/chqs w/c 12/02-prof
Banked on : 21/02/2018	108.00	1						STANDARY STANDARD ASSOCIACIÓN PORRECCIO CONTRACTO CONTRA
Sales Recpts Page 4		108.00	108.00		100			Salas Poents Page 400
			100.00		100			Sales Recpts Page 490
Banked on : 23/02/2018	50.00)						
Sales Recpts Page 4	186	50.00	50.00		100			Sales Recpts Page 486
Banked on : 24/02/2018	2,705.20)						
INC11 014 Card rec 12/02-24/02	2	260.60		43.43	1220	505	217.17	Card rec 12/02-24/02
INC11 014 card rec 12/02-24/02		111.10		18.52	1020	510	92.58	card rec 12/02-24/02
INC11 014 card rec 12/02-24/02		1.00		0.17	4104	500	0.83	card rec 12/02-24/02
INC11 014 card rec 12/02-24/02		17.00		2.83	4998	500	14.17	card rec 12/02-24/02
INC11 014 card rec 12/02-24/02		58.50		9.75	1000	500	48.75	card rec 12/02-24/02-Jack
INC11 014 card rec 12/02-24/02		348.00		58.00	1012	500	290.00	card rec 12/02-24/02-Okla
INC11 014 card rec 12/02-24/02		16.00		2.67	1012	500	13.33	card rec 12/02-24/02-Arthur
INC11 014 card rec 12/02-24/02		1,893.00			530		1,723.00	card rec 12/02-24/02-prof
					530		170.00	card rec 12/02-24/02-comm
Banked on : 25/02/2018	1,794.50							
INC11 013 var internet 19/02-25	/02	15.00		2.50	4102	500	12.50	var internet 19/02-25/02
INC11 013 var internet 19/02-25	/02	37.50		6.25	4998	500	31.25	var internet 19/02-25/02
INC11 013 var internet 19/02-25	/02	495.00		82.50	1012	500	412.50	var internet 19/02-25/02-Okla
INC11 013 var internet 19/02-25	/02	39.00		6.50	1000	500	32.50	var internet 19/02-25/02
INC11 013 var internet 29/02-25	/02	1,208.00			530		150.00	var internet 29/02-25/02-comm
					530		1,058.00	var internet 29/02-25/02-prof
Banked on : 25/02/2018	661.40							
INC11 020 card rec 25/02		150.40		25.07	1220	505	125.33	card rec 25/02
INC11 020 card rec 25/02		461.00		76.83	1012	500	384.17	card rec 25/02
INC11 020 card rec 25/02/18		50.00			530		50.00	card rec 25/02/18-comm
Total Receipts for Month	26,663.29		5,293.50	1,617.37			19,752.42	
<u>-</u>								
Cash Book Totals	513,984.96		5,293.50	1,617.37			507,074.09	

09/03/2018

Stanley Town Council 2017-18

Page No: 1

Time: 14:35

User: SO

Bank Reconciliation Statement as at: 28/02/2018 for Cash Book 1 Current Bank A/c

Bank Statement Account	Name (s)	Statement I	Date Page No	Balances
Savings Account		28/02/2	2018	440,643.49
Current Bank Account-e acc	count	28/02/2	2018	23,900.59
mixed payments account		28/02/2	2018	3,141.69
				467,685.77
Unpresented Cheques (Mi	inus)		Amount	
26/02/2018 BACS11 023	St Josephs		500.00	
28/02/2018 BACS Pymnt	BACS B/L Pyr	nnt Page 490	300.00	
				800.00
				466,885.77
Receipts not Banked/Clea	red (Plus)			
23/02/2018			50.00	
				50.00
				466,935.77
		Balance p	er Cash Book is :-	466,935.77
			Difference is :-	0.00



5 March 2018 Miss Nicola James Email: nicola.james@stanley-tc.gov.uk Work Email: nicola.james@stanley-tc.gov.uk Work Tel: 01207 299109

Transactions

e-Payments Plan

20-33-51 43231674

Available balance ② £23,526.36

Last night's balance ② £23,959.26

Overdraft limit £0.00

Showing 1-50 of 137 transactions between 01/02/2018 and 28/02/2018

Don't recognise a transaction?

Export All Download all (PDF) Print page

See your pending debit card transactions (?)

>	Date ^	Description	Money In	Money Out Balance
>	28/02/2018	MV- 76951073 -2502	£108.00	£23,900.59
>	28/02/2018	MV- 76950763 -2502	£553.40	£23,792.59
>	28/02/2018	MV- 76950763 -2302	£259.20	£23,239.19
>	28/02/2018	MV- 76950763 -2402	£130.45	£22,979.99
>	28/02/2018	MV- 02937763 -2602	£182.50	£22,849.54
>	28/02/2018	MV- 02937763 -2502	£115.50	£22,667.04



5 March 2018 Miss Nicola James Email: nicola.james@stanley-tc.gov.uk Work Email: nicola.james@stanley-tc.gov.uk Work Tel: 01207 299109

Transactions

Active Saver

20-33-51 93186547

Available balance ② £440,643.49

Last night's balance ② £440,643.49

Overdraft limit n/a

Interest rates are variable. Interest is paid annually on 31 December each year, If 31 December is a non-working day, interest will usually be paid on the next working day.

 Balance
 Gross pa%
 AER%

 £1 and over
 0.20
 0.20

For UK resident individuals (including sole traders or partnerships), if you are a UK taxpayer you may have to pay tax on interest earned in excess of your Personal Savings Allowance. For information and guidance please refer to HMRC's website.

Please note: It is your responsibility to ensure that any tax due on interest payments received is paid to the appropriate tax authority.

Showing 1-1 of 1 transaction between 01/02/2018 and 28/02/2018

Don't recognise a transaction?

Date
Description

Money In Money Out Balance

01/02/2018

203351 43231674

-£40,000,00

£440,643,49



5 March 2018 Miss Nicola James Email: nicola.james@stanley-tc.gov.uk Work Email: nicola.james@stanley-tc.gov.uk Work Tel: 01207 299109

Transactions

Mixed Payments Plan

20-33-51 60189243

Available balance ② £3,141.69

Last night's balance ② £3,141.69

Overdraft limit £0.00

Showing 1-8 of 8 transactions between 01/02/2018 and 28/02/2018

Don't recognise a transaction?

Export All Download all (PDF) Print page

See your pending debit card transactions (?)

>	Date	^	Description	Money In	Money Out	Balance
>	21/02/2018		43STANLEY	£1,911.02		£3,141.69
>	16/02/2018		203351 43231674		-£14,000.00	£1,230.67
>	15/02/2018		42STANLEY	£1,445.62		£15,230.67
>	15/02/2018		42STANLEY	£3,825.39		£13,785.05
>	06/02/2018		100005		-£125.00	£9,959.66
>	06/02/2018		100004		-£125.00	£10,084.66

Stanley Town Council 2017-18

Time: 14:37

Trial Balance for Month No: 11

Page No 1 User :SO

Account Number Order

A/c Code	Account Name	Centre	Centre Name	Debit	Credit
100	Debtors				2,008.60
105	VAT Control A/c				222.73
200	Current Bank A/c			452,679.17	
201	Civic Hall Petty Cash			1,470.17	
202	Civic Hall Refunds Float			105.50	
205	Office Petty Cash			132.42	
220	Civic Hall Float			2,000.00	
310	General Reserves				346,032.23
315	EM Reserve - Front Street				25,000.00
500	Creditors				234.83
520	Receipts in Advance				144.00
530	Ticket income for future shows				16,568.00
540	Room hire deposits-wedding etc				1,050.00
1000	Ticket Sales Retained	500	Civic Hall		28,643.35
1002	Ticket sales ret'd- Ext shows	500	Civic Hall		3,481.43
1005	Ticket Sales Non Retained	500	Civic Hall		49,170.49
1010	Hall Hire	500	Civic Hall		53,096.70
1012	Civic Players etc-Fees, Subs,	500	Civic Hall		8,085.70
1020	Bar Takings	510	Civic Hall Bar		51,479.54
1026	Table packages etc	500	Civic Hall		657.67
1028	Resale Items	500	Civic Hall		863.12
1029	Recharged buffet, disco etc	500	Civic Hall		2,174.87
1031	PRS income	500	Civic Hall		40.00
1032	Recharged technical	500	Civic Hall		533.33
1035	Town Mayor's charity account	200	Democracy		100.00
1050	Interest	110	Administration		1,056.15
1075	Grants	101	Staffing		785.00
1081	Donations	500	Civic Hall		3,665.94
091	Art Work Sales	500	Civic Hall		3.50
176	Precept	111	Precept		674,837.00
1177	LCTRS Grant	111	Precept		112,039.00
1200	Hot Drinks	505	Coffee Shop		213.67
1220	Coffee Shop	505	Coffee Shop		31,073.06
1000	Direct Salaries	101	Staffing	129,585.79	
1000	Direct Salaries	500	Civic Hall	101,281.47	
1000	Direct Salaries	505	Coffee Shop	34,143.85	
005	Casual Staff	500	Civic Hall	47,392.49	
800	Training	101	Staffing	1,412.00	
800	Training	500	Civic Hall	332.00	
009	Clothing Costs	500	Civic Hall	879.18	
009	Clothing Costs	505	Coffee Shop	97.50	
009	Clothing Costs	510	Civic Hall Bar	109.90	

Time: 14:37

Stanley Town Council 2017-18

Trial Balance for Month No: 11

Account Number Order

Page No 2

User:SO

A/c Code	Account Name	Centre	Centre Name	Debit	Credi
4010	Payroll SLA	101	Staffing	1,789.49	
4011	Travel & Subsistence	500	Civic Hall	19.48	
4049	Rent	305	PACT House	8,000.00	
4050	Rates	307	AP Community Room	332.26	
4050	Rates	500	Civic Hall	8,015.20	
4051	Water Rates	500	Civic Hall	1,248.59	
4052	Electricty	307	AP Community Room	262.60	
4052	Electricty	500	Civic Hall	11,159.03	
4053	Gas	307	AP Community Room	457.15	
4053	Gas	500	Civic Hall	867.17	
4054	Insurance	110	Administration	3,729.21	
4055	Cleaning	500	Civic Hall	3,520.62	
4056	Alarm Maintenance	500	Civic Hall	1,830.67	
4057	Window Cleaning	500	Civic Hall	150.00	
4058	Trade Waste	500	Civic Hall	1,150.00	
4059	Laundry	500	Civic Hall	599.52	
4065	Repairs & Maintenance	110	Administration	8.40	
4065	Repairs & Maintenance	307	AP Community Room	357.96	
4065	Repairs & Maintenance	500	Civic Hall	6,259.43	
4065	Repairs & Maintenance	505	Coffee Shop	149.00	
4066	Tools & Equipment	200	Democracy	1,109.18	
4066	Tools & Equipment	500	Civic Hall	6,195.10	
4066	Tools & Equipment	505	Coffee Shop	112.92	
4066	Tools & Equipment	510	Civic Hall Bar	80.00	
4067	Furniture & Fittings	500	Civic Hall	373.95	
4069	Pest Control	500	Civic Hall	266.69	
4070	Crockery, Cutlery etc	505	Coffee Shop	49.59	
4071	Health & Safety - Fire	500	Civic Hall	145.30	
4072	Health & Safety First Aid	500	Civic Hall	63.98	
4073	Health and Safety	500	Civic Hall	1,266.50	
1075	Advertising	115	Publicity	3,285.66	
4075	Advertising	500	Civic Hall	8,274.94	
4076	Marketing & Promotion	500	Civic Hall	7,880.57	
4077	Licences	110	Administration	475.00	
4077	Licences	500	Civic Hall	3,045.23	
1079	Security	500	Civic Hall	178.57	
4100	Telephones	500	Civic Hall	3,402.59	
4101	Mobile Phones	110	Administration	352.31	
4102	Stationery	110	Administration	317.21	
4102	Stationery		Democracy	100.00	
4102	Stationery		Civic Hall	631.78	
4104	Postage		Administration	233.58	

Time: 14:37

Stanley Town Council 2017-18

Trial Balance for Month No: 11

Account Number Order

Page No 3

User:SO

A/c Code	Account Name	Centre	Centre Name	Debit	Credit
4104	Postage	500	Civic Hall	1,887.59	
4105	Photocopying	110	Administration	584.76	
4105	Photocopying	500	Civic Hall	784.67	
4106	Subscriptions	110	Administration	4,129.17	
4111	Audit Internal	110	Administration	720.00	
4112	Professional Fees	110	Administration	12,259.71	
4112	Professional Fees	305	PACT House	1,175.00	
4114	Refreshments	110	Administration	39.44	
4114	Refreshments	200	Democracy	219.91	
4120	IT - Antivirus	110	Administration	16.00	
4120	IT - Antivirus	500	Civic Hall	179.97	
4121	IT - Website Support	110	Administration	75.00	
4122	IT - Email Maintenance	110	Administration	2,482.45	
4123	IT - Support & Maintenance	110	Administration	1,025.19	
4123	IT - Support & Maintenance	500	Civic Hall	2,352.23	
4124	IT - Equipment	110	Administration	1,842.80	
4125	IT - Software	110	Administration	1,526.18	
4125	IT - Software	500	Civic Hall	508.60	
4156	Civic Hall - Structure	800	Loan Costs	30,977.39	
4160	Civic Hall - Equipment	800	Loan Costs	7,081.89	
4300	Environmental Services	300	Services	53,849.90	
4301	Tractors	300	Services	50.00	
4321	Detached Youth Project	300	Services	30,000.00	
4322	Road Safety Initiatives	300	Services	301.00	
4324	Money Advice Service	300	Services	30,000.00	
4401	Firework Festival	320	Events	10,000.00	
4402	Christmas Festival	320	Events	9,952.13	
4405	Blooming Good Fun	320	Events	1,499.49	
4407	Play in the Park	320	Events	14,688.58	
4410	Remembrance Services	320	Events	510.00	
4412	Armed Forces Day	320	Events	4,443.09	
4413	Moria-Con	320	Events	3,597.54	
4418	Older People's Entertainment	320	Events	850.00	
4419	Other Events	320	Events		675.80
4420	Blue Plaque Scheme	320	Events	448.00	
4423	Heritage Projects	320	Events	3,386.32	
4424	West Stanley Memorial	320	Events	55.00	
4425	Technical Support	500	Civic Hall	3,444.96	
4439	Christmas Decorations	320	Events	20,537.49	
4500	Members Initiative Fund	400	Grants	50,655.30	
4502	Other Grants	400	Grants	41,679.60	
4560	Coffee Shop-Food	505	Coffee Shop	12,211.25	

Stanley Town Council 2017-18

Time: 14:37

Trial Balance for Month No: 11

User :SO

Page No 4

Account Number Order

A/c Code	Account Name	Centre	Centre Name	Debit	Credit
4600	Bar Stock	510	Civic Hall Bar	28,474.82	
4601	Bar Supplies - Sundry Items	510	Civic Hall Bar	157.38	
4602	Bar - Stocktaking Costs	505	Coffee Shop	485.00	
4602	Bar - Stocktaking Costs	510	Civic Hall Bar	735.00	
4603	Bar - gas	510	Civic Hall Bar	275.40	
4625	Coffee Shop supplies	505	Coffee Shop	351.00	
4650	Events - Civic Hall	500	Civic Hall	35,728.50	
4651	Events - Externally Organised	500	Civic Hall	4.17	
4652	Civic Hall Performers	500	Civic Hall	15,024.92	
4654	Purchases for weddings/parties	500	Civic Hall	1,822.90	
4700	Ticket Sales Paid Over	500	Civic Hall	52,215.15	
4750	Resale Items	500	Civic Hall	662.04	
4751	Technical supp-rechargeable	500	Civic Hall	715.00	
4752	Purchases weddings etc- rech	500	Civic Hall	2,730.96	
4800	Member Training	200	Democracy	1,469.00	
4802	Other Meetings	200	Democracy	1,699.24	
4803	Chairmans Fund	200	Democracy	1,601.58	
4808	Election Costs	200	Democracy	32,149.10	
4996	PWLB Loan - Principal	520	Loan Charges	10,000.00	
4997	PWLB Loan - Interest	520	Loan Charges	1,824.00	
4998	Transaction Fees	500	Civic Hall	2,802.38	
4999	Bank Charges	110	Administration	1,612.70	
			Trial Balance Totals :	1,413,935.71	1,413,935.71

Difference

0.00

Stanley Town Council 2017-18

Page No; 476

At: 11:04

		Ledger No : 1	Month No : 11		Lir	iked to Cash	Book : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
		Npower	NPOWERBA	cs			
06/01/2018	NNO73KYY	NNO73KYY/2140/Npower	BACS11 001	99.39	0.00	99.39	0.00
				-	0.00	99.39	
			Above pa	id on: 05/02	2/2018	By BACS I	NPOWERBA
		A Patel	PATEL				
01/02/2018	FEB18	Rent 3 months Feb, Mar, Apr	BACS11 003	2,000.00	0.00	2,000.00	0.00
					0.00	2,000.00	
			Above pai	id on: 05/02	2/2018	By BACS	PATEL
		L&J Gannon	STJOSEPH				
01/02/2018	RENTFEB	St Josephs rent Feb	BACS11 004	800.00	0.00	800.00	0.00
					0.00	800.00	
			Above pai	d on: 05/02	2/2018	By BACS	STJOSEPH
		Swinburne Maddison LLP Client Acc	SWINBURNE				
01/02/2018	STA100/2	Prof fees- searches JFW	BACS11 002	742.86	0.00	742.86	0.00
				<u>=</u>	0.00	742.86	
			Above pai	d on: 05/02	2/2018	By BACS S	WINBURNE
			PAYMENT	TOTALS -	0.00	3,642.25	

Stanley Town Council 2017-18

Page No; 478

At: 11:04

		Ledger No : 1	Month No : 11		Lir	nked to Cash	Book : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	
		Factordean Ltd t/a the Pantomime S	Store FACTORDEA	N.			
01/02/2017	288	Genie tunic- lost	BACS11 005	120.00	0.00	120.00	0.00
				-	0.00	120.00	
			Above pai	id on: 09/02			ACTORDEA
		Jean Forster	JEANF			2, 2, 30	NOTONDEA
09/12/2017	CHUBBY	Stage hand Chuuby Brown	BACS11 006	100.00	0.00	100.00	0.00
00/12/2017	OHODDY	Grage Hand Chidaby Brown	BACS 11 000	100.00	0.00	100.00	0.00
					0.00	100.00	
			Above pai	id on: 09/02	2/2018	By BACS	JEANF
		Main Brothers DIY	MAIN				
29/01/2018	34	paint, rubbish sacks	BACS11 007	148.70	0.00	148.70	0.00
				,_	0.00	148.70	
			Above pai	d on: 09/02		By BACS	MAIN
		Signature Times Photography	22.0			<i>D</i> , <i>D</i> , .00	in Air
15/12/2017	29	Snow white photographs	SIGNATURE BACS11 010	300.00	0.00	300.00	0.00
10/12/2017	20	Onow white photographs	BACCITOTO	300.00	0.00	300.00	0.00
					0.00	300.00	
			Above pai	d on: 09/02	/2018	By BACS §	SIGNATURE
		Normans of Billingham Ltd	STATIONERY	•			
16/01/2018	SINV0743054	abels	BACS11 009	11.98	0.00	11.98	0.00
24/01/2018	SINV00744067	box files etc	BACS11 008	178.10	0.00	178.10	0.00
					0.00	190.08	
			Above paid	d on: 09/02			TATIONERY .
		Strike While the Irons Hot Ltd	STRIKE			• 10 10 10 10 10 10 10 10 10 10 10 10 10	
31/01/2018	001961	laundry 24/01/18	BACS11 011	24.48	0.00	24.48	0.00
		CONTRACTOR OF THE PROPERTY SECTION		_		210	0.00
					0.00	24.48	
			Above paid	d on: 09/02/	/2018	By BACS	STRIKE
		Tyneside Foodservice Ltd	TYNESIDE				
05/01/2018	325534	drinking chocolate etc	BACS11 015	383.26	0.00	383.26	0.00
	326036	angel cake	BACS11 013	10.56	0.00	10.56	0.00
	326210	Credit angel cake	BACS11 012	-10.56	0.00	-10.56	0.00
19/01/2018	329717	caramel shortcake etc	BACS11 014	154.86	0.00	154.86	0.00
				_	0.00	538.12	
			Above paid	d on: 09/02/	2018	By BACS	TYNESIDE

Stanley Town Council 2017-18

Page No; 479

At: 11:04

		Ledger No : 1	Month No: 11		Lin	ked to Cash B	ook : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
15/01/2018	17599	toilet rolls etc	BACS11 016	438.26	0.00	438.26	0.00
				-	0.00	438.26	
			Above pa	id on: 09/02	2/2018	By BACS WA	SHINGTO
			PAYMENT	TOTALS	0.00	1,859.64	

Stanley Town Council 2017-18

Page No; 482

At: 11:05

		Ledger No : 1	Month No: 11		Lir	nked to Cash	Book : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	
		A1 Stage	A1STAGE			01	
06/02/2018	01113-2	Oklahoma set 2nd inst	BACS11 017	420.00	0.00	420.00	0.00
				-	0.00	420.00	<u>-</u>
			Above pa	id on: 20/02	2/2018	By BACS	A1STAGE
		Hoge 100 Business Systems Ltd	HOGE100				
06/02/2018	23344	web sales Jan 18	BACS11 018	340.49	0.00	340.49	0.00
				_	0.00	340.49	
			Above pai	id on: 20/02	2/2018	By BACS	HOGE100
		SAF Loughland	MAGICLIGHT	r			
02/02/2018	LB18	Giant- panto promotion	BACS11 019	1,014.00	0.00	1,014.00	0.00
				-	0.00	1,014.00	
			Above pai	d on: 20/02	2/2018	By BACS N	IAGICLIGHT
		Oxhill Youth Club	OXHILL				
14/02/2018	BABES	Babes in the wood card sales	BACS11 020	340.00	0.00	340.00	0.00
				e—	0.00	340.00	
			Above pai	d on: 20/02	/2018	By BACS	OXHILL
		Printmeit.com Ltd	PRINTMEIT				
12/02/2018	1325455	Spring brochure	BACS11 021	988.00	0.00	988.00	0.00
				_	0.00	988.00	
			Above paid	d on : 20/02	/2018	By BACS	PRINTMEIT

Stanley Town Council 2017-18

Page No; 483

At: 11:05

		Ledger No : 1	Month No : 11		Lir	nked to Cash	Book: 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
		Friends of Shield Row Primary Scho	ol FR-SH-ROW			/	
20/02/2018	MIF614	MIF614 Panto etc	BACS11 025	1,000.00	0.00	1,000.00	0.00
				e=	0.00	1,000.00	
			Above pa	nid on: 20/02			R-SH-ROW
		Shield Row Allotment Association	SROW-ALLO			-,	
20/02/2018	MIF615	MIF615- fencing	BACS11 026	200.00	0.00	200.00	0.00
				_			
					0.00	200.00	
				id on: 20/02	2/2018	By BACS	SROW-
20/02/2018	MIEG47	South Stanley Partnership	STHSTAN				
20/02/2018	MIF617	MIF617-caring for elderly	BACS11 028	399.97	0.00	399.97	0.00
				-	0.00	399.97	
			Above pa	id on: 20/02	/2018	By BACS	STHSTAN
		St Joseph's Catholic Primary School	STJOS-SCH				
20/02/2018	MIF618	MIF618-Gibside visit	BACS11 023	500.00	0.00	500.00	0.00
				-	0.00	500.00	
			Above pa	id on: 20/02		By BACS S	STJOS-SCH
		Tanfield in Bloom	TANFBLOOM	1		(5%)	
20/02/2018	MIF621	MIF621- Trouping the colour	BACS11 022	999.46	0.00	999.46	0.00
			Abovo noi	id on : 20/02	0.00	999.46	NEDI OOM
		Toutable Orielist Olist			/2010	By BACS TA	NEBLOOM
20/02/2018	MIF619	Tantobie Cricket Club MIF619- equip servicing	TANTCRICKE BACS11 029	± 438.50	0.00	420.50	
20,02,2010		inii 010 oquip scrittining	DAGG11 025	438.50	0.00	438.50	0.00
					0.00	438.50	
			Above pai	d on : 20/02/	2018	By BACS TA	NTCRICKE
		Tantobie Assoc for Sport & the	TANTOBIESE				
20/02/2018	MIF620	MIF620 sewing club	BACS11 024	560.00	0.00	560.00	0.00
					0.00	560.00	
			Above pai	d on : 20/02/	2018	By BACS TA	NTOBIESP
		White le Head Methodist Church	WHITEMETH				
20/02/2018	MIF616	MIF616 Community Garden	BACS11 027	360.48	0.00	360.48	0.00
				9 <u>——</u>	0.00	360.48	
			Above paid	d on : 20/02/		By BACS W	HITEMETH

Stanley Town Council 2017-18

Page No; 484

At: 11:05

		Ledger No : 1	Month No: 11		Link	ed to Cash B	ook : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
			PAYMENT	TOTALS	0.00	4,458.41	

Stanley Town Council 2017-18

Page No; 485

At: 11:07

		Ledger No : 1	Month No : 11		Lir	iked to Cash	Book:1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
		Beamish Colts	BEAMCOLT	-			
05/03/2018	MIF630	MIF630 Colts	BACS12 011	500.00	0.00	500.00	0.00
					0.00	500.00	
			Above pai	id on: 05/03	3/2018	By BACS	BEAMCOLT
		Beamish Primary School	BEAMPRIM				
05/03/2018	MIF622	MIF622- reading project	BAVS12 005	500.00	0.00	500.00	0.00
				-	0.00	500.00	
			Above pai	id on: 05/03			BEAMPRIN
		Red Ents Itd	REDENT				
22/02/2018	LITTLEMIX	LITTLEMIX/2182/Red Ents Itd	BACS12 001	3,653.60	0.00	3,653.60	0.00
				-	0.00	3,653.60	
			Above pai	d on: 05/03		By BACS	REDENT
		SHAID Ltd	SHAID				
05/03/2018	MIF611	MIF 611 - Freedom Zone	BACS12 003	851.00	0.00	851.00	0.00
05/03/2018	MIF628	MIF628- repair works	BACS12 008	1,172.00	0.00	1,172.00	0.00
				=	0.00	2,023.00	
			Above pai	d on: 05/03	/2018	By BACS	SHAID
		Shield Row Primary School	SHIELDROW				
05/03/2018	MIF629	MF629 Reading project	BACS12 010	525.00	0.00	525.00	0.00
				-	0.00	525.00	
			Above paid	d on: 05/03	/2018	By BACS S	HIELDROW
		South Moor Banner Group	SMBANNER				
05/03/2018	MIF626	MIF626 Banner insurance	BACS12 002	400.00	0.00	400.00	0.00
					0.00	400.00	
			Above paid	d on: 05/03	/2018	By BACS S	MBANNER
		Tanfield Lea community Association	TANFIELDCA				
05/03/2018	MIF623	MIF623 digital camera	BACS12 006	300.00	0.00	300.00	0.00
05/03/2018	MIF624	MIF624-art group storage	BACS12 007	200.00	0.00	200.00	0.00
				_	0.00	500.00	
			Above paid	d on: 05/03/	/2018	By BACS TA	NFIELDCA

Stanley Town Council 2017-18

Page No; 486

At: 11:07

		Ledger No : 1	Month No : 11		Lin	ked to Cash B	ook : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
05/03/2018	MIF627	MIF627- Craft speakers	BACS12 004	200.00	0.00	200.00	0.00
				-	0.00	200.00	
			Above pa	id on: 05/03	3/2018	By BACS TA	NTCRAFT
			PAYMENT	TOTALS	0.00	8,301.60	

Stanley Town Council 2017-18

Page No; 488

At: 11:07

		Ledger No : 1	Month No: 11		Lin	ked to Cash	Book : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
		John Neil Kearton	KEARTON				
05/03/2018	MIF608	MIF608 G Graham memorial	BACS12 012	730.00	0.00	730.00	0.00
				-	0.00	730.00	
			Above pa	id on: 05/03	3/2018	By BACS	KEARTON
			PAYMENT	TOTALS	0.00	730.00	

Stanley Town Council 2017-18

Page No; 489

At: 11:08

		Ledger No : 1	Month No: 11		Lin	ked to Cash B	ook : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
		GWK Woodshed	WOODSHED				
31/01/2018	WS230	Enviro services Jan 18	BACS12 013	5,225.00	0.00	5,225.00	0.00
				-	0.00	5,225.00	
			Above paid	d on: 05/03	3/2018	By BACS WC	ODSHED
			PAYMENT	TOTALS	0.00	5,225.00	

Stanley Town Council 2017-18

Page No; 490

At: 11:07

		Ledger No : 1	Month No: 11		Lin	ked to Cash	Book : 1
Invoice Date	Invoice No	Supplier Name and Invoice Details	Authorised	Amount Due	Disc Taken	Amount Paid	Invoice Balance
		Tanfield Lea Partnership	TANFIELD				
05/03/2018	MIF625	MIF625-Pitmen's seats	BACS12 009	300.00	0.00	300.00	0.00
				-	0.00	300.00	
			Above pa	id on: 28/02	2/2018	By BACS	TANFIELD
			PAYMENT	TOTALS	0.00	300.00	

MIFs Paid 2017-18

MIF Number	Date Paid	Amount	Cheque Number	Organisation	Project Name	Councillors
551	01.06.17	£373.64	Internal Order	Durham Constabulary	ASB Cameras	B Nair
552	12.06.17	£300	102697	Craghead FC	Football Tournament 17 June 2017	D Marshall & M Davinson
553	12.06.17	£617.24	102723	South Moor Jnr FC	Football Kits	L Timbey
554	03.07.17	£150	102737	Tanfield Lea Countryside Group	Fun Day 2017	D Tully, J Tully & H Clark
555	15.08.17	£5000	102795	Stanley Events Ltd	Burning Rock	C Hampson, A Clegg, J Stephenson, D Carmichael, L Christie, M Davinson, & J Pallas
556	03.07.17	£450	102737	Tanfield Lea Countryside Group	TLC Publicity	D Tully, J Tully & H Clark
557	30.10.17	£386	102931	Catchgate & Annfield Plain Action Partnership	Baskets and Planters	J Nicholson
558	24.07.17	£300	102768	Catchgate & Annfield Plain Action Partnership	Catchgate Methodist Toddlers	J Nicholson, J Stephenson & J Clark
559	06.09.17	£1950	102842	Durham Bangladeshi Cultural Association	EID Awards & Party	M Davinson, C Hampson & C Marshall
560	06.09.17	£1000	102840	Stanley Young Peoples Club	Stanley Young Peoples Club Summer Activities	C Hampson, M Davinson, L Timbey & L Christie

Item 9 - ATTACHMENT J

561	06.09.17	£500	102839	Catchgate & Annfield Plain Action Partnership	Summer Fun	J Stephenson, J Clark, B Nair & D Carmichael
562	06.09.17	£600	102841	Tanfield PCC	Tanfield Scarecrow Weekend	D Tully, J Tully, H Clark
563	06.09.17	£350	102835	Tanfield Lea Community Association	Refurbishment of Changing Rooms & Showers	D Tully, J Tully, H Clark
564	06.09.17	£1000	102843	North East Horticultural Society	Annual Championship Show	D Tully, J Tully, H Clark, J Clark, G Wilkinson & J Nicholson
565	06.09.17	£500	102844	SHAID Ltd	Canny Cooks & Crafts Group	G Wilkinson
566	06.09.17	£400	102838	Annfield Plain Cricket Club	Cricket Clothing & Equipment	J Stephenson, D Carmichael, B Nair, J Nicholson & J Clark
567	30.10.17	£400	102932	New Kyo and Oxhill Partnership	Adventure Valley Trip	J Clark & J Nicholson
568	08.09.17	£2733	102845	Kalapremi UK	Ganesh Festival	B Nair, M Davinson, J Stephenson, C Marshall & C Hampson
569	19.10.17	£300	102885	Groundwork NE & Cumbria	New Kyo Halloween and Christmas Events	J Nicholson
570	19.10.17	£500	102886	Consett and Stanley DLI Assoc.	Museum Trip	J McMahon
571	30.10.17	£570	102929	Tantobie Association for Sport and the Community	TASC Christmas Party & Bi-Monthly Activities Nov - July	H Clark, D Tully & J Tully

572	30.10.17	£500	102930	Tanfield School Fund	Tanfield Fishing Club	H Clark, D Tully & J Tully
573	19.10.17	£1200	102911	South Moor Musical Theatre Group	Dr Dolittle	G Wilkinson, J Nicholson, J Tully, D Tully, H Clark & J Clark
574	19.10.17	£180	102910	Tanfield Lea Countryside Group	Halloween Story Walk	H Clark, D Tully & J Tully
575	16.11.17	£519	102953	Tanfield In Bloom	Winter	H Clark, D Tully & J Tully
576	16.11.17	£915	102955	Keep Active (NE) CIC	Holiday Activity Camps	H Clark, D Tully, J Tully, J Clark, G Wilkinson & J Nicholson
577	16.11.17	£700	102954	Beamish & East Stanley Sports Club	Junior Cricket Coaching	A Clegg & J Pallas
578	09.11.17	£819.32	102938	Catchgate and Annfield Plain Action Partnership	Football Kit	J Nicholson & J Clark
579	16.11.17	£1100	102952	PACT House Stanley	PACTIVATE	J Pallas, J Kane, C Hampson, A Clegg, L Christie, L Timbey, M Davinson, G Wilkinson, D Marshall, J McMahon & B Nair
580	16.11.17	£360	BACS Payment	PACT House Stanley	Lumiere Trip	C Marshall & J Kane
581	16.11.17	£450	102957	Stars Youth and Community	St Stephens Youth Club	J Kane & C Marshall
582	16.11.17	£150	102958	Tanfield Lea Partnership	Annual Carol Service	H Clark, D Tully & J Tully

583	16.11.17	£1000	102959	Beamish FC	Beamish FC Goals	L Timbey, L Christie, C Hampson & M Davinson
584	21.11.17	£392	Internal TX to Civic Hall	NEHS / NPLS	Room Hire at Civic Hall	J Nicholson & J Clark
585	21.11.17	£1000	BACS	Beamish U7 Football Club	Beamish U7 FT Strips and Equipment	A Clegg, J Pallas, C Marshall & J Kane
586	21.11.17	£650	BACS	South Stanley Partnership	Childrens Xmas Activities	C Marshall, A Clegg, D Marshall, J Pallas, J Kane & M Davinson
587	27.11.17	£200	BACS	Stanley Indoor Bowls Centre	Handicap Competition 2017/18	C Marshall
588	01.12.17	£121.15	Cash	Durham Constabulary	Christmas Lunch	D Tully, J Tully, G Wilkinson & H Clark
589	29.11.17	£150	BACS	Tanfield Lea Community Association	Christmas Party	H Clark, D Tully & J Tully
590	19.12.17	£1000	BACS	Derwentside AC	Indoor Equipment	A Clegg, J Kane, L Timbey, J Stephenson & J Pallas
591	13.12.17	£135	BACS	St Stephens Centre	South Stanley PACT Meetings	M Davinson & D Marshall
592	13.12.17	£1000	BACS	Catchgate & Annfield Plain Action Partnership	Winter Appeal	B Nair, J Nicholson, J Stephenson, J Clark, D Carmichael
593	15.01.18	£300	BACS	Catchgate Primary School	Northern Wrights Project	J Stephenson
594	03.01.18	£535	BACS	Stars Youth and Community	Youth Cafe & Detached Youth Christmas Party	B Nair

595	15.01.18	£530	BACS	New Kyo & Oxhill Partnership	Pantomime	B Nair & J Stephenson
596	03.01.18	£829.84	BACS	Catchgate Community Football Club	Equipment and Clothing	D Carmichael
597	15.01.18	£500	BACS	National Pot Leek Society	National Pot Leek Society 2018 Year Book	A Clegg
598	07.03.18	£300	BACS	Annfield Plain Methodist Church	Remembrance Sunday	J Nicholson
599	15.01.18	£229.60	BACS	St Thomas Church	Heaters for Community Room	D Carmichael
600	29.01.18	£1779	BACS	Quaking Houses Village Hall Association	Cleaning Project	L Timbey, L Christie & C Hampson
601	29.01.18	£1920	BACS	Quaking Houses Village Hall Association	Kitchen and Decorating Project	L Timbey, L Christie & C Hampson
602	29.01.18	£1970.40	BACS	South Stanley Infant and Nursery School	Our Sensory Garden	J McMahon, C Marshall, J Kane & L Timbey
603	29.01.18	£500	BACS	Shield Row Allotments	Skips	J McMahon & G Wilkinson
604	12.02.18	£500	BACS	Beamish Rockets	Football Coaching	J Kane
605	CANCELLED		CANCELLED	South Stanley partnership	Community Cafe	
606	12.02.18	£1752.50	BACS	Freedom Zone	Cost of Room Hire for Fortnightly Meetings	J Kane, L Christie, J Stephenson, J Pallas, C Marshall, A Clegg, T Armstrong

607	12.02.18	£500	BACS	St Andrews Church	Cook Out - Cookery Skills Course	A Clegg
608	Not fully paid - Ongoing project	£1350			Geoff Graham Memorial	J Kane, L Timbey, J Pallas, B Nair, G Wilkinson, A Clegg, L Christie, M Davinson, J Stephenson, D Carmichael & T Armstrong
609	12.02.18	£1200	BACS	Tanfield Lea Community Primary	Educational Visits	H Clark, J Tully & D Tully
610	WITHDRAWN		WITHDRAWN	Timeless Theatre Academy	Mixing Desk	A Clegg
611	07.03.18	£851	BACS	SHAID	Freedom Zone 2	J Kane, G Wilkinson, J Pallas & L Christie
612	16.03.18	£1242.61	BACS	Craft and Chat Group	Making and Giving Room Hire	J Kane, G Wilkinson, J Stephenson, J Pallas, B Nair, A Clegg & D Carmichael
613	20.12.17	£201.66	Paid Invoice	Old Mans Hut	Cooker	J Nicholson , B Nair, J Stephnson & J Clark
614	WITHDRAWN		WITHDRAWN	Friends of Shield Row Primary School	Events	G Wilkinson
615	06.03.18	£200	BACS	Shield Row Allotments	Fencing	G Wilkinson
616	06.03.18	£360.48	BACS	White Le Head Church	Community Garden	D Tully, J Tully & H Clark
617	06.03.18	£399.97	BACS	South Stanley Partnership	Caring for the Elderly	J Kane

618	07.03.18	£500	BACS	St Josephs Catholic Primary School	Visit to Gibside	G Wilkinson
619	06.03.18	£438.50	BACS	Tantobie Cricket Club	Repairs to Ground Maintenance	H Clark, J Tully & D Tully
620	06.03.18	£560	BACS	Tantobie Association for Sports and the Community	Sewing Club	H Clark, J Tully & D Tully
621	06.03.18	£999.46	BACS	Tanfield in Bloom	Trouping the Colour	H Clark, J Tully & D Tully
622	07.03.18	£500	BACS	Beamish Primary	Reading Project	J McMahon
623	07.03.18	£300	BACS	Tanfield Lea and District Community Association	Digital Photography Project	D Tully, J Tully & H Clark
624	07.03.18	£200	BACS	Tanfield Lea and District Community Association	Art Group Exhibition Display Storage	D Tully, J Tully & H Clark
625	07.03.18	£300	BACS	Tanfield Lea Partnership	Pitmans Parliament Seats	D Tully, J Tully & H Clark
626	07.03.18	£400	BACS	South Moor Banner Group	Banner Insurance	L Timbey & J McMahon
627	07.03.18	£200	BACS	Tantobie Craft Club	Craft Materials	D Tully, J Tully & H Clark
628	07.03.18	£1172	BACS	SHAID	Wear Rd Community House	J McMahon & J Kane
629	07.03.18	£525	BACS	Shield Row Primary School	Reading for Enjoyment	T Armstrong
630	07.03.18	£500	BACS	Beamish Colts	Keeping the Colts Warm	T Armstrong

631	14.03.18	£200	BACS	UK DEK Hockey Assoc	ISBHF Jnr World Championships 2018 - Stuart Jackson	C Marshall
632	14.03.18	£2061	BACS	Stanley Events	Kitchen / Office Refurbishment	A Clegg, J Pallas & M Davinson
633	14.03.18	£400	BACS	Croft Community School	Reading Project	J Clark & J Nicholson
634	14.03.18	£200	BACS	Catchgate & Annfield Plain Action Partnership	Pitmans Parliament	J Clark
635	14.03.18	£400	BACS	Annfield Plain Community Centre	Redecoration	J Clark & J Nicholson
636	14.03.18	£800	BACS	St Teresas RC Church Annfield Plain	Eden Community Allotments	J Nicholson & J Clark
637	14.03.18	£1669.42	BACS	Catchgate & Annfield Plain Action Partnership	Silent Soldier Project	G Wilkinson & J Clark
638	14.03.18	£400	BACS	St Thomas Collierley Church	Repair / Replace Boiler	D Carmichael
639	14.03.18	£672.04	BACS	Tanfield Lea Partnership	Hire of Brass Band	D Tully, J Tully & H Clark
640	16.03.18	£250	BACS	Craghead FC	Training & Match Running Costs	D Marshall
641	16.03.18	£500	BACS	Craghead Village Hall	Summer Fayre	D Marshall
642	16.03.18	£1260	BACS	Craghead Village Hall	Hall Hire for Community Groups	D Marshall
643	16.03.18	£350	BACS	Craghead FC	Inter Club Jr Football Tournament	D Marshall

644	14.03.18	£1375.50	BACS	Craghead Colliery Band	Musical Instruments	D Marshall & C Marshall
645	14.03.18	£550	BACS	Stanley Woodcraft Folk	30th Birthday Camp 2018	T Armstrong
646	Unpaid	£1000		Consett Rugby Club	U18s USA Tour	J Stephenson & D Carmichael
647	14.03.18	£1250	BACS	Movers and Shakers in Stanley	Room Hire & Exercise Tutor	T Armstrong & J Pallas
648	Unpaid	£618.99		Beamish Community FC	Floodlight Refurbishment	J McMahon
Underspend		574.23				
Total		69999.55				



Events Management Contract Particulars

The Council has pledged to develop a focused programme of high quality events for residents. The Council is looking for an experienced and highly reputable partner that will provide a high quality service for a number of outdoor events throughout the years 2018, 2019 and 2020.

Service Specification

1. Partner Organisations

- (i) The Council (the client) is seeking a delivery partner (the contractor) who should be a wellestablished outdoor events management business with a proven track record of providing high quality and value for money events and activities, a high level of experience of delivering events at varying locations and for both large and small event attendances.
- (ii) The client will expect that within your submission you will provide details of a fully self-sufficient event management offer with no utilities, power or facilities provided by the Council other than the land where the events will take place and appropriate direction as to each events' requirements.
- (iii) It is expected that the contractor will have a skilled, experienced and dedicated management and delivery team to ensure that the residents of Stanley are satisfied with events provided and that the reputation of the client is enhanced as a result.
- (iv) The Town Council is a community led organisation. Local organisations, charities and service providers will wish to participate in the Town Council's events. The contractor will be required to accommodate such groups as the client may direct in the planning and delivery of events (including obtaining Safety Advisory Group permissions etc) subject to provision of proper insurances and risk assessments to the contractor. This does not mean that local charity groups should be permitted to compete with profit-making activities of the contractor, (e.g. the provision of catering) but that their participation and attendance at events is encouraged and supported by the Town Council and the contractor must support this.
- (v) The successful bidder will be the Council's preferred supplier for events for the next 36 months. The events specified in this specification will not be let to an alternative supplier unless there are issues which would require the contract to be terminated under the standard terms and conditions. The Council reserves the right to approach other partners for quotes relating to additional or new events within the 36 month period.
- (vi) The preferred supplier will be given the opportunity to quote for any new or additional events on an individual event basis against specifications provided by the Town Council.

2. Additional Requirements

- (i) **Sole trader rights:** while the Council are seeking to award a contract to a single supplier the Council reserves the right to provide or arrange other service partners for requirements that the contractor has not included in their core bid, but only after the partner has confirmed they are unable or un-interested in supplying the service.
- (ii) **Customer complaints:** should the Council receive a written customer complaint the partner must provide a written statement/ response with 2 working days detailing what has occurred. Should the Council find that the partner was at fault the Council reserves the right the deduct payment for any refunds or compensation that the Council may be required to make to the customer.
- (iii) Subcontracting: the contractor must as part of their submission provide the Council with a full list of supplies or services they intend to procure from outside businesses. Authorisation must be given in writing from the client to sub-contract any element of the provision of any event not agreed in advance.
- (iv) **Uniform:** the contractor must ensure that all employees engaged in the provision of services are appropriately dressed in a uniform which clearly identifies them as part of the organised event. Examples should be presented as part of the prospective partner's submission.
- (v) **Payment Terms:** The client will make payment in full on the production of an agreed invoice and payment will be made within 28 working days. Payment will be made on a per event basis.
- (vi) Water, Stock and Waste Management: the contractor will be responsible for bringing onto site any relevant stock and stores including water. The contractor is also responsible for the removal of litter, waste and refuse at the conclusion of the event. It should be noted that access onto site to replenish stock during the conduct of events will not be permitted.

3. Staff Management & Supervision

The contractor's staff will be under the management and supervision of the contractor, however it expected that they will provide reasonable assistance to the client's monitoring staff and respond appropriately to issues brought to them during the course of events.

4. Marketing & Branding

The contractor is providing a service to the Town Council. All the events delivered are Stanley Town Council events and should be promoted as such. The contractor's own corporate branding may be featured on staff uniforms but will be less prominent than the Council's name, logo and branding at all event venues, posters, banners and press releases.

5. Events Programme

(i) The client's current outdoor event programme consists of the following events:

Event Title	Event Description
Armed Forces Day	Free family event held up the length of Stanley Front Street on the last Sunday in June. The event has been running for two years and attracts a wide range of residents, from young families with children to elderly people, veterans, teenagers etc. The event comprises displays and personnel from the armed forces, a stage with PA for musical performances and entertainment, a fun fair and other entertainment and the usual catering concessions you would expect with an outdoor event of this type. Fairground rides are subsidised at this event to keep the prices to £1 per ride.
Play in the Park	Free community event for all residents of Stanley, held throughout the school summer holidays. There are funfair rides, inflatables, educational shows and activities for various age groups. The events are held in local parks and community fields around the Stanley area to enable residents from across the parish to attend a Play in the Park event close to them. Catering vans are on site and toilets are provided. Local groups and organisations are also encouraged to attend to provide activities, education and entertainment for kids and families. Last year 5 Play in the Park days were delivered and it is envisaged this would be repeated. All activities including fairground rides are free to the public at these events.
Christmas Festival	The event is held on the first Saturday in December and comprises a small Christmas Market to enhance the normal general market, a funfair on the top end of Front Street which runs all day. A stage is provided for christmas music during the day and at dusk some entertainment is provided and the Christmas tree illuminated with a traditional countdown. Fairground rides are charged at the operator's usual price at this event.

(ii) The exact programme is subject to change from year to year as additional or differently specified events may be required by the client following review and feedback from local residents. The contractor must have the flexibility, resources and experience to be in a position to provide other types of events as required; for example outdoor music or cinema events, sporting events etc.

6. Assessment Criteria

- (i) Prospective partners bidding for this contract <u>must consider</u> all the requirements of the Council below and address each area with a statement. Where specified financial and other relevant information must be supplied. These will be evaluated as part of your submission. **Incomplete submissions will not be considered**.
- (ii) It is a requirement that you arrange a site/ location visit with the client officer (see contact information below) a minimum of five working days before the final submission date to ensure that you are familiar with the Council's facilities and event locations. **Failure to do so will result in your submission not being considered.**

- (iii) The Council's choice of partner will be based on the information provided by prospective partners and the comments made during the site/ location visits. The Council may request further informal interviews with potential contractors prior to making a final decision.
- (iv) The weighted evidence requirements below in item (v) are in the following categories: Quality, Safety, Experience, Resources and Financial. There are some disqualifying requirements and some are weighted by percentage. The weighted requirements will form 60% of the final assessment. Price will form 40% of the final assessment.
- (v) Evidence required as part of submission:

Criteria	Requirement	Weighting
Experience	A statement of experience and brief background information concerning the company.	5%
Experience	Evidence of previous applications and approvals from the Durham County Council Safety Advisory Group and ongoing liaison with partners.	5%
Experience	Evidence of the production and implementation of a fire risk assessment for outdoor events including the provision of appropriate firefighting equipment	5%
Experience	Evidence of the production and implementation noise management plans for events, including evidence of liaison with relevant agencies and public consultation	5%
Experience/ Quality/ Safety	Provide a minimum of three examples of outdoor event management contracts that you have previously managed for events of between 500-1,000+ people. Please provide details of your events management plans and risk assessments for each event.	10%
Resources/ Safety/ Experience	Provision of a suitably qualified Event Manager and site safety officer (Statement of experience and qualifications to be supplied to the client)	5%
Resources/ Experience	Provision of a suitably experienced, dedicated contract manager (Statement of experience and qualifications to be supplied to the client)	5%
Resources	Please confirm that you have or are able to provide the following requirements for events: Outdoor toilet facilities; crowd control barriers; event control points (with appropriate comms systems); Fairground rides and inflatables; PA systems; staging; xmas market stalls; medical cover	5%
Safety	H&S policy / training; please provide your company's Health and Safety Policy(ies) and training plans/ cards of the individuals who will provide the services at events	10%
Safety	Evidence of DBS Clearance for staff engaged in the provision of the event	5%
Financial	Financial position (accounts); please provide your company's previous two years audited accounts, these must demonstrate that you have been trading at a profit for a minimum of the last two years.	PASS/FAIL
Quality	Evidence of your company's insurance policies and values including relevant event management insurance.	PASS/FAIL

(vi) Please provide any additional detail and information such as photos or other material that you feel will enhance your proposal.

7. Bids

Bids to provide the service should be submitted hard copy, in writing to the Council's offices at Civic Hall, Front Street Stanley, DH9 0NA by 12.00 noon on the [date TBC] and marked:

PRIVATE AND CONFIDENTIAL FOR THE ATTENTION OF THE CLERK - REF: EVENTS CIVIC HALL, FRONT STREET, STANLEY, DH9 0NA.

For further information or an informal discussion in respect of this matter please see contact information below.

Contract Monitoring

- (i) The contractor will report full details of provision, attendance, health and safety issues, medical issues and an overview of each event to the Projects & Initiatives Committee at appropriate intervals.
- (ii) Regular Meetings will be held between the client officer and the contract manager to discuss the planning and delivery of events and to brief the contractor in respect of the requirements of the Projects & Initiatives Committee.
- (iii) The client reserves the right for the Client Officer to carry out random and unannounced inspections of the contractor's mobile or portable facilities to monitor standards of health and safety, customer service and delivery.

Outcomes

8. Publicity

The client and the contractor shall work closely together to ensure that all events are properly and professionally marketed and advertised and opportunities are taken to promote the Town of Stanley, the Town Council and the success of the event. The contractor's staff should be fully aware that a core purpose of their activity is to promote the Town Council's role and the partnership in the local community.

9. Success Criteria

The criteria used to measure whether an event has been successful will be

- The quality and reach of the pre-event publicity
- Delivery of all elements of the event agreed and advertised
- Event Attendances
- Public satisfaction with the events provided
- · Event Safety and safeguarding of the public

Contract Value and Duration

The Council has budgeted £x for the delivery of these events 2018/19. This sum is subject to review annually when budgets are set.

It is envisaged that the contract will run for 36 months. The contract is subject to renewal at the discretion of the Council.

Key Personnel

Alan Shaw Town Clerk Stanley Town Council

alan.shaw@stanley-tc.gov.uk 01207 299109

James Harper Community Development Manager Stanley Town Council

james.harper@stanley-tc.gov.uk 01207 299109

Stanley Town Council Civic Hall Front Street Stanley DH9 0NA **Responsible Finance Officer**

Client Officer

Contract Manager

TBC



Enhanced Wardens Contract Particulars

The Council's vision is to re-introduce an enhanced Warden Service across the Council's area, to be focused on targeted pro-active enforcement initiatives aimed at improving the quality of localities and the public realm, to participate in education and Civic Pride initiatives and to help improve resident and wider public perception about the environmental quality of the Stanley area.

Service Specification

1. Location

The services are to be delivered from premises located within the Stanley Town Council area and will operate across the Town Council's area.

2. Personnel

The County Council (the contractor) will provide the Town Council (the client) with two full time Wardens to provide additional services for the benefit of residents and visitors to Stanley. The staff should be:

- (i) Fully trained to relevant legal and professional standards for enforcement staff;
- (ii) Have in place any legal accreditations required and authorisations required to perform their duties;
- (iii) Be suitably experienced and able to work pro-actively towards the aims and vision of the Town Council (to be agreed at contract meetings);
- (iv) Named and permanently assigned to the contract to ensure that close working relationships can be built and maintained with STC staff and members.
- (v) Staff will not be appointed to the contract without first having been interviewed by STC's client officer (and relevant lead members) and their suitability assessed. The Town Council reserves the right to refuse to accept the appointment of specific persons proposed by the contractor to the contract.
- (vi) Changes to personnel allocated to the contract should not take place without reasonable cause and replacement candidates must be assessed as per item (v) before being assigned to the contract. This clause applies to contract management in addition to front line staff.

3. Staff Management & Supervision

The contractor's staff will be under the management and supervision of the contractor, except that:

- (i) All annual and flexi-leave must not be approved without having regard to the operational requirements of the client, (e.g. leave should not be agreed on dates where STC has arranged community events which require the wardens' presence. unless suitable cover arrangements have been put in place and notified to the client.)
- (ii) Reasonable requests from the client for the wardens to attend a specific location to investigate a specific matter should be accommodated to enable an effective and responsive service.
- (iii) Staff engaged on the STC contract should be working an appropriate shift pattern to deliver the tasking required by the client rather than the same shift pattern worked by the core service. The pattern should be agreed in consultation with the client at the monthly contract meetings or weekly informal meetings. (see contract monitoring below)

4. Tasking

- (i) The purpose of the enhanced service is to provide services over and above the core service provided by the contractor. Therefore, the enhanced service should not be tasked by the contractor to deal with routine core service requests either inside or outside the Town Council's area, except with the express agreement of the client in exceptional circumstances;
- (ii) The enhanced service can participate in pro-active initiatives with the core service team within the Town Council's area, to be notified and agreed in advance;
- (iii) The enhanced service will be a pro-active service. Taskings will include routine enforcement activities (for example addressing dirty back yards and litter enforcement) but will also include activities like (but not limited to) Local Environmental Quality surveys and action planning; education initiatives in local schools and elsewhere; organisation, planning and participation in civic pride initiatives; and
- (iv) Taskings will be agreed a month (or more) in advance during monthly contractor/ client meetings and through informal contact (where a more immediate response is required as per paragraph 3(ii))

5. Transport & Branding

(i) The Town Council will provide a vehicle for the STC wardens to operate in. The vehicle must be used exclusively for the purposes of the performance of the contract unless express agreement from the client is given for the vehicle to be deployed elsewhere. The vehicle will be branded with both the contractor's and the client's corporate branding to reflect the partnership nature of the service. Prominence should be given to STC's branding.

- (ii) Uniforms should also bear both the contractor's and the client's corporate branding. The uniforms should be distinct from those used by the core service (TBC) and greater prominence given to the STC branding.
- (iii) The Town Council wish the wardens employed on the contract to be known as "Environmental Wardens" locally which would be a better match for the rest of the local services offered by the Town Council (TBC)

6. Information Technology

The wardens should be equipped with the contractor's standard IT equipment for case management, electronic communication and reporting. In addition, the contractor should make available on request reports relating to the service itself as well as wider statistical information about service requests and incidents within the Town Council's area for analysis purposes. Access to the contractor's GIS mapping services should be made available for specific projects as required.

7. Legal Services

Legal services relating to the service of notices and the prosecution of offenders associated with enforcement matters will be dealt with by the contractor in accordance with their usual enforcement policies and practices. Full details of enforcement outcomes will be provided to the client through established reporting mechanisms.

8. Environmental Caretaker Service

The client provides an in-house environmental caretaker service to provide additional clean and green services in the Stanley area beyond the statutory services provided by the contractor. The vast majority of waste generated by this service is municipal waste or municipal green waste taken from the public realm in support of DCC's own services. Facilities should be made to permit the service to tip at the Morrison Busty depot to reflect this. The environmental wardens will also work closely with the environmental caretakers delivering Local Environmental Quality action plans, In Bloom and other Civic Pride initiatives.

9. Enforcement Policy

The wardens will operate in accordance with the contractor's established enforcement policy and principles. The policy should be capable of suspension in special circumstances where requested specifically in advance by the client. For example, if wardens are in attendance at STC family play in the park events in a primarily public safety role, the wardens should be able to be tasked to advise rather than enforce littering provisions at these events.

Additional Requirements

1. Contract Monitoring

- (i) The contractor will report full details of actions and outcomes generated by the service to the Projects & Initiatives Committee on a monthly basis, with exact performance indicators to be agreed in consultation with the Projects & Initiatives Committee;
- (ii) Monthly Meetings will be held between the client officer and the contract manager to discuss the operation of the contract and and agree work plan and taskings from the Projects & Initiatives Committee;
- (iii) In addition to the formal monthly contract meetings, short informal meetings to be held on a weekly basis with the client officer and front line officers delivering the service to discuss operational matters, weekly work plans and to ensure close working relationships are maintained;
- (iv) The contractor's staff should be able to attend the Projects & Initiatives Committee on at least a quarterly basis to feed back to the Committee and take questions from members related to the service.

2. Flexibility

The service, through performance and other monitoring should be in a position to respond to changes in the demand to ensure that the service provided is addressing issues in the Stanley area which are important to residents. The types and locations of taskings will change in response to emerging trends.

3. Partnerships

The service providers should be proactively engaged in building positive working relationships with other statutory and third sector providers in the Stanley area, particularly local neighbourhood policing teams, schools, community groups and those which are also supported by Stanley Town Council, e.g. PACT House, Just for Women Centre, SHAID etc and build arrangements with these organisations to enable simple cross referral into each others' services.

4. Publicity

The client and the contractor should work closely together to ensure that successes of the service are properly publicised. In particular, the contractor's staff should undertake regular "before and after" photographs of localities when contemplating enforcement activities or developing local environmental quality action plans to provide evidence of the impact on visual amenity that the service is having. These pictures should be made available to the client for use on social media, websites and press releases as appropriate. The contractor's staff should be fully aware that a core purpose of their activity is to promote the service and the partnership in the local community.

Outcomes

The service provided by the contractor should be focused on outcomes:

 Making a demonstrable improvement to the appearance of the public realm through targeted enforcement programmes;

- (ii) Raising awareness and building community support through advice, education and Civic Pride initiatives;
- (iii) Supporting community events in the parish;
- (iv) Supporting local policing teams and youth providers addressing low level antisocial behaviour in the Stanley Town Council area.

Costs & Diligence

The contractor should provide:

- (i) Detailed breakdown of the costs of providing the service;
- (ii) Due diligence information concerning the relevant accreditations and qualifications of the staff allocated to the contract, copies of relevant insurances, operating procedures, enforcement policies and risk assessments to be supplied to the client.

Contract Value and Duration

The Council has budgeted £x for the delivery of the service in 2018/19. This sum is subject to review annually when budgets are set.

It is envisaged that the contract will run for three years starting in April 2018. The contract is subject to renewal at the discretion of the Council.

Payment for the contract will be on a quarterly basis.

Key Personnel

Alan Shaw Town Clerk Stanley Town Council

alan.shaw@stanley-tc.gov.uk 01207 299109

James Harper Community Development Manager Stanley Town Council

james.harper@stanley-tc.gov.uk 01207 299109

Stanley Town Council Civic Hall Front Street Stanley DH9 0NA **Responsible Finance Officer**

Client Officer

Contract Manager

TBC

Stanley Town Council

Enhanced Wardens Service

TERMS AND CONDITIONS OF CONTRACT



Stanley Town Council (the Council) and Durham County Council (the Contractor)

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF SERVICES

CONTENTS

Clause	Heading PART A - OPERATIVE PROVISIONS	4
A1	DEFINITIONS	
A2	HEADINGS	
A3	NOTICES	9
A4	ENTIRE AGREEMENT	
	PART B - PROVISION OF SERVICES	10
B1	CONTRACT PERIOD	10
B2	PERFORMANCE	10
В3	CONTRACT MANAGER	10
B4	ORDERING PROCESS	11
B5	RISK IN AND TITLE TO GOODS	11
B6	WARRANTY	11
B7	CONTRACTOR'S EMPLOYEES	12
	PART C - PRICE AND PAYMENT	13
C1	PRICE AND PAYMENT	13
	PART D - TERMINATION AND CONSEQUENCES OF TERMINATION	14
D1	TERMINATION	14
D2	CONSEQUENCES OF TERMINATION	15
D3	DISPUTE RESOLUTION PROCEDURE	15
D4	SURVIVAL	
	PART E - INSURANCE AND LIABILITIES	_
E1	INSURANCE	
E2	INDEMNITY AND LIABILITY	
	PART F - PROTECTION OF INFORMATION	
F1	INTELLECTUAL PROPERTY	
F2	CONFIDENTIALITY AND PUBLICITY	
F3	DATA PROTECTION	
F4	FREEDOM OF INFORMATION	
F5	RECORD KEEPING AND MONITORING	
	PART G - STATUTORY OBLIGATIONS	
G1	HEALTH AND SAFETY	
G2	CORPORATE REQUIREMENTS	19

Item II - ATTACHMENT M

G3	LAW AND CHANGE IN LAW	20
G4	TUPE AND RE-TENDERING PART H - GENERAL PROVISIONS	21
H1	CONTRACT VARIATION	
H2	THIRD PARTY RIGHTS	21
Н3	NO WAIVER	21
H4	SEVERANCE	21
H5	ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY	22
H6	FORCE MAJEURE	22
H7	INDUCEMENTS	22
H8	COSTS AND EXPENSES	23
H9	NO AGENCY OR PARTNERSHIP	23
H10	NON SOLICITATION AND OFFERS OF EMPLOYMENT	23
H11	INSPECTION OF CONTRACTOR'S PREMISES	24
H12	LAW AND JURISDICTION	24

PART A - OPERATIVE PROVISIONS

1. **DEFINITIONS**

The terms and expressions used in these Standard Terms and Conditions shall have the meanings set out below:

"Authorised Officer" the person duly appointed by the Council

and notified in writing to the Contractor to act as the representative of the Council for the purpose of the Contract

in the Contract Particulars or as

amended from time to time and in default of such notification the Council's head of procurement or similar 'Responsible

Finance Officer'.

"Assigned Employees" In respect of Clause G4 an individual

employed by the Contractor wholly or mainly in the performance of the

Services

"Business Day" any day other than a Saturday or

Sunday or a public or bank holiday in

England.

"Change in Law" the coming into effect or repeal (without

reenactment or consolidation) in England

of any Law, or any amendment or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.

"Commencement Date" the commencement date stated in the

Contract Particulars.

"Confidential Information"

"Contract"

"Contractor"

"Contract Manager"

any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA).

the agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority:

- 1. the Contract Particulars;
- 2. the Special Terms and Conditions;
- 3. the Standard Terms and Conditions:
- 4. the Tender except to the extent that any element of the Tender has been included in the Contract Particulars.

the contractor and where applicable this shall include the contractor's Employees, sub-contractors, agents, representatives, and permitted assigns and, if the contractor is a consortium or consortium leader, the consortium members.

the person named in the Contract Particulars as the contract manager and any replacement from time to time in accordance with clause B3.2. "Contract Particulars"

the document detailing the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, Delivery Instructions, Commencement Date, Authorised Officer, Contract Manager, Key Personnel, Contract Period, and the Specification and relevant contract specific details of the Tender included in the document.

"Contract Period"

the period of the contract as stated in the Contract Particulars (and any extension in accordance with clause B1).

"Control"

control as defined by section 416 of the Income and Corporation Taxes Act 1988.

"Council"

the Council named in the Contract
Particulars and where the context so
admits includes any person which takes
over or assumes the statutory functions
or administrative responsibilities of the
Council (whether in part or totally) or
which is controlled by or is under
common control with the Council (and
the expression "control" shall mean the
power to direct or cause the direction of
the general management and policies of
the person in question but only for so
long as such control exists).

"DPA"

The Data Protection Act 1998.

"Delivery Instructions"

the instructions provided in the Contract Particulars and any other information that the Council considers appropriate to the provision of the Services. "Employee"

.

any person employed by the Contractor to perform the Contract which will also include the Contractor's servants, agents, voluntary and unpaid workers and subcontractors and representatives or, in respect of clause G4 (TUPE and Re-Tendering) and any other TUPE obligation, an individual employed by the Contractor in the performance of the Services...

"EIR" The Environmental Information

Regulations 2004.

"FOIA" The Freedom of Information Act 2000.

"Force Majeure" any cause materially affecting the

performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, industrial action (subject to clause H6.3), protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national

emergencies.

"Good Industry Practice" the exercise of such degree of skill,

diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of services similar to the Services under the same or similar circumstances as

those applicable to the Contract.

"HRA" The Human Rights Act 1998.

"Intellectual Property Rights"

patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"Invitation to Tender"

the Council's invitation to tender for the Contract.

"Key Personnel"

those persons named in the Contract Particulars as being key personnel and any replacement from time to time under clause B6.1.5.

"Law"

any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.

"Liabilities"

all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.

"Novate"

the substitution of a new contract for an old one. The new agreement extinguishes the rights and obligations that were in effect under the old agreement.

"Order"	an order for Services to be provided where the Contract is identified in the Contract Particulars to be delivered by call off.
"Price"	the price of the Services as set out in the Contract Particulars. Unless otherwise stated, any reference to Price shall be regarded as being exclusive of properly chargeable VAT which shall be separately accounted for.
"Pricing Schedule"	the schedule from the Tender detailing the pricing as detailed in the Contract Particulars.
"Replacement Contractor"	any company, organisation or person who replaces the Contractor following termination or expiry of all or part of this Contract
"Services"	the services described in the Specification to be supplied by the Contractor in accordance with the Contract together with all equipment required and any associated goods provided by the Contractor in relation to those services.
"Special Terms and Conditions"	the additional terms and conditions attached which were set out in the Invitation to Tender.
"Specification"	the specification included in the Contract Particulars setting out the Council's detailed requirements in relation to the Services.
"Standard Terms and Conditions"	the terms and conditions set out in this document.
"Tender"	the Contractor's tender for the Services in response to the Council's Invitation to Tender.

"TUPE"

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

- 1.1. Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.
- 1.2. A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

2. **HEADINGS**

2.1. The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

3. **NOTICES**

- 3.1. Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, by fax, email or by sending it by registered post or recorded delivery to the appropriate address, fax number or email address notified to each other as set out in the Contract Particulars.
- 3.2. Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted; any notice sent by fax will be deemed to have been served 24 hours after it was despatched and any notice sent by email before 5 p.m. will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

4. ENTIRE AGREEMENT

4.1. The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause A4 shall not exclude liability in respect of any fraudulent misrepresentation.

PART B - PROVISION OF SERVICES

1. CONTRACT PERIOD

- 1. The Contract shall commence on the Commencement Date and subject to clause B1.2 shall continue for the Contract Period.
- 2. If the Contract Period includes an option to extend and the Council intends to take up the option, the Contractor shall be notified in writing within the period stated in the Contract Particulars prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

2. **PERFORMANCE**

- 2.1. Services shall be provided in accordance with agreed instructions. If no time for provision is specified in the Services shall be delivered between 9 a.m. and 5 p.m. on a Business Day.
- 2.2. The time of the delivery of the Services is of essence to the Contract.
- 2.3. The Council will have the right to observe the Contractor's performance of the Services if the Services are not being performed on the Council's premises.
- 2.4. If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Council which prevents or hinders, or may prevent or hinder the Contractor from performing the Services in accordance with the Contract, the Contractor shall inform the Council and the Council may, at its absolute discretion, extend the period of the Contract accordingly.
- 2.5. If the Contractor at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, the Contractor shall inform the Council immediately.
- 2.6. If the Contractor has a change in Control, the Contractor shall inform the Council as soon as reasonably practicable.
- 2.7. The Council retains the Contractor for the performance of the Services on an exclusive basis.

3. **CONTRACT MANAGER**

- 3.1. The Contractor shall appoint a competent and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract.
- 3.2. The Contractor shall forthwith give notice in writing to the Council of any change in the identity, address and telephone numbers of the person

appointed as Contract Manager. The Contractor shall give maximum possible notice to the Council before changing its Contract Manager.

4. ORDERING PROCESS

- 4.1. Where this Contract is identified as requiring Orders in the Contract Particulars the Contractor shall accept Orders made in writing by the Council under the provisions of this clause.
- 4.2. Except where specified Orders are required to call off the Services the Council gives no guarantees whatsoever as to when any Order will be placed during the Contract Period or under the Contract.
- 4.3. The Orders shall state the type of or part of the Services required including the Council's requirements with regard to timescale for delivery of those Services.

5. **RISK IN AND TITLE TO GOODS**

- 5.1. Risk in any goods provided as part of the Services shall pass to the Council upon delivery without prejudice to any rights of rejection which may accrue to the Council under the Contract or otherwise.
- 5.2. Title in any goods provided as part of the Services shall pass to the Council upon delivery or earlier payment.

6. **WARRANTY**

- 6.1. The Contractor warrants to the Council that the Services will be provided:
 - 6.1.1. in a proper, skilful and workmanlike manner;
 - 6.1.2. by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;
 - 6.1.3. in accordance with the Contract and any descriptions provided by the Contractor;
 - 6.1.4. to the reasonable satisfaction of the Authorised Officer;
 - 6.1.5. by Key Personnel (if any) who shall not be released from providing the Services permanently without the agreement of the Council, except by reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by the Council, or the element of the Services in respect of which the individual was engaged has been completed to the Council's satisfaction or other extenuating circumstances explained to the Council. Any replacements for the Key Personnel shall be subject to the agreement of the Council and such replacements

- shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and
- 6.1.6. in a way that the Contractor takes every reasonable precaution to safeguard the Council's property entrusted to the care of the Contractor.
- 6.2. The Contractor warrants to the Council that to the extent that any goods, equipment or consumables are provided as part of the Services they will:
 - 6.2.1. be free from defects in design, material and workmanship; and
 - 6.2.2. be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- 6.3. Without prejudice to the Council's rights to terminate under clause D1 (Termination), if any of the Services supplied are not in accordance with the Contract, the Council shall be entitled to:
 - 6.3.1. require the Contractor to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or
 - 6.3.2. subject to clause E2 (Indemnity and Liability) require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement Services.

7. CONTRACTOR'S EMPLOYEES

- 7.1. The Council reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Council:
 - 7.1.1. any member of the Contractor's Employees; and/or
 - 7.1.2. any person employed or engaged by a sub-contractor, agent or servant of the Contractor
 - whose admission or continued presence would be, in the reasonable opinion of the Council, undesirable.
- 7.2. When directed by the Council, the Contractor shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of the Council, specifying the capacities in which they are concerned

- with the Contract and giving such other particulars as the Council may reasonably desire.
- 7.3. The Contractor's Employees, engaged within the boundaries of any of the Council's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.
- 7.4. The decision of the Council as to whether any person is to be refused access to any premises occupied by or on behalf of the Council shall be final and conclusive.
- 7.5. The Contractor shall replace any of the Contractor's Employees who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor's Employees for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 7.6. The Contractor shall bear the cost of or costs arising from any notice, instruction or decision of the Council under this clause.

PART C - PRICE AND PAYMENT

1. PRICE AND PAYMENT

- 1.1. The Council shall pay the Price for the Services to the Contractor.
- 1.2. The Contractor shall submit a single VAT invoice to the Council no later than seven (7) days after the end of each quarterly period of three (3) calendar months detailing the Services provided during the calendar month and the amount payable.
- 1.3. Payment of any undisputed invoice will be made no later than thirty (30) days following the date of receipt of the invoice by the Council.
- 1.4. The Council reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to the Council's satisfaction.
- 1.5. Any overdue sums will bear interest from the due date until payment is made at 4% per annum over the Barclays Bank plc base rate from time to time. The Contractor is not entitled to suspend provision of the Services as a result of any overdue sums.
- 1.6. The Council will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Council to the Contractor

against any liability of the Contractor to the Council (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Contractor into any other currency or currencies in which the obligations of the Council are payable under this Contract. The Council's rights under this clause will be without prejudice to any other rights or remedies available to the Council under this Contract or otherwise.

1.7. Further details of payment, if any, are set out in the Pricing Schedule.

PART D - TERMINATION AND CONSEQUENCES OF TERMINATION

1. **TERMINATION**

- 1.1. Subject to the provisions of clause H6 (Force Majeure) the Council may terminate the Contract with immediate effect by notice in writing to the Contractor on or at any time if:
 - 1.1.1. the Contractor becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies; or
 - 1.1.2. the Contractor is convicted of a criminal offence; or
 - 1.1.3. the Contractor ceases or threatens to cease to carry on its business; or
 - 1.1.4. the Contractor has a change in Control which the Council believes will have a substantial impact on the performance of the Contract; or
 - 1.1.5. there is a risk or a genuine belief that reputational damage to the Council will occur as a result of the Contract continuing; or
 - 1.1.6. the Contractor is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Council within 14 days, or such other reasonable period as may be specified by the Council after issue of a written notice specifying the breach and requesting it to be remedied: or
 - 1.1.7. there is a material or substantial breach by the Contractor of any of its obligations under this Contract which is incapable of remedy; or
 - 1.1.8. the Contractor commits persistent minor breaches of this Contract whether remedied or not.
- 1.2. The Council reserves the right to terminate the Contract in part in the case of termination under clauses D1.1.6, D1.1.7 and D1.1.8.

- 1.3. Where this Contract is subject to Orders as specified in the Contract Particulars the Council has the right to terminate any individual Order or Orders or the whole Contract under the provisions of this clause D1.
- 1.4. The Council reserves the right to terminate the Contract at will, in whole or in part, at any time with or without notice except that it will give as much notice as possible in the circumstances.

2. **CONSEQUENCES OF TERMINATION**

- 2.1. If this Contract is terminated in whole or in part the Council shall:
 - 2.1.1. be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination; and/or
 - 2.1.2. except for termination under clause D1.4, be entitled to deduct from any sum or sums which would have been due from the Council to the Contractor under this Contract or any other contract and to recover the same from the Contractor as a debt any sum in respect of any loss or damage to the Council resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Services or any parts of them; and/or
 - 2.1.3. where termination arises under clause D1.4, pay to the Contractor any reasonable, direct and quantifiable costs reasonably incurred by the Contractor due to early termination subject to the maximum liability provision in clause E2.4; and/or
 - 2.1.4. in the event that any sum of money owed by the Contractor to the Council (the Contractor's debt) exceeds any sum of money owed by the Council to the Contractor (the Council's debt) under this Contract then the Council shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Council's debt or to recover the Contractor's debt as a civil debt.
- 2.2. Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

3. **DISPUTE RESOLUTION PROCEDURE**

3.1. If a dispute arises between the Council and the Contractor in connection with the Contract, the parties shall each use reasonable endeavours to resolve

- such dispute by means of prompt discussion at an appropriate managerial level.
- 3.2. If a dispute is not resolved within fourteen (14) days of referral under clause D3.1 then either party may refer it to the Proper Officer or appropriate nominated officer of each party for resolution who shall meet for discussion within 14 days or longer period as the parties may agree.
- 3.3. Provided that both parties consent, a dispute not resolved in accordance with clauses D3.1 and D3.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.
- 3.4. Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

4. **SURVIVAL**

4.1. The following clauses will survive termination or expiry of the Contract: Clause B5 (Risk in and Title to the Goods), Clause D2 (Consequences of Termination), Clause F1 (Intellectual Property), Clause F2 (Confidentiality and Publicity), Clause F3 (Data Protection), Clause F4 (Freedom of Information), Clause F5 (Record Keeping and Monitoring), Clause G4 (TUPE and Re-Tendering), Clause H4 (Severance), Clause H10 (Non Solicitation and Offers of Employment) and Clause H12 (Law and Jurisdiction).

PART E - INSURANCE AND LIABILITIES

1. **INSURANCE**

- 1.1. The Contractor shall maintain insurance necessary to cover any liability arising under the Contract as set out in the Contract Particulars.
- 1.2. The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.
- 1.3. If the Contractor does not maintain the necessary insurances under the Contract the Council may insure against any risk in respect of the default and may charge the Contractor the cost of such insurance together with a reasonable administration charge.

2. **INDEMNITY AND LIABILITY**

2.1. Neither party seeks to exclude or limit its liability for:

- death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);
- 2. fraudulent misrepresentation; or
- 3. any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
- 2. Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.
- 3. Subject to clauses E2.1, E2.2 and E2.5, the Contractor's liability to the Council under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to 125% of the proportion of the Price which is paid and payable at the time that the liability arises.
- 4. Subject to clauses E2.1 and E2.2, the Council's liability to the Contractor under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to 125% of the proportion of the Price which is paid and payable at the time that the liability arises.
- 5. The Contractor shall indemnify the Council in full without limit of liability for any direct loss of or damage to the real or personal property of the Council or any third party, including Intellectual Property Rights, or injury claimed by any third party and against all Liabilities awarded against or incurred by the Council (including legal expenses on an indemnity basis) arising from the Contractor's negligence, any defect or fault in the Services or any act or omission of the Contractor in delivering the Services.

PART F - PROTECTION OF INFORMATION

1. INTELLECTUAL PROPERTY

- 1.1. All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
 - 1.1.1. provided to the Contractor by the Council shall remain the property of the Council:
 - 1.1.2. prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Council subject to any exceptions set out in the Contract Particulars.
- 1.2. The Contractor shall obtain necessary approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Contractor shall procure that the owner of the Intellectual Property Rights grant to the Council a non-exclusive licence, or if the Contractor is itself a licensee of those rights, the Contractor

shall grant to the Council an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Councils, the replacement Contractor or to any other third party providing services to the Council, and shall be granted at no cost to the Council.

- 1.3. It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Council against all Liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the Council.
- 1.4. At the termination of the Contract the Contractor shall at the request of the Council immediately return to the Council all materials, work or records held in relation to the Services, including any back-up media.

2. **CONFIDENTIALITY AND PUBLICITY**

- 2.1. Any documents provided by the Council and information which the Contractor may acquire as a result of the Contract shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the Council and shall not be disclosed disposed of or used for any purpose without prior written consent from the Council.
- 2.2. All Confidential Information provided by the Council to the Contractor shall be returned to the Council at the end of the Contract.
- 2.3. Without prejudice to the Council's obligations under the FOIA or EIR, neither party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 2.4. Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, Employees, sub-contractors, agents, professional advisors and consultants.

3. **DATA PROTECTION**

3.1. The Contractor shall (and shall procure that any of its Employees involved in the provision of the Services) comply with any requirements under the GDPA.

4. FREEDOM OF INFORMATION

4.1. The Council is subject to the FOIA and the EIR ("the Acts"). As part of the Council's duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a reasonable request.

The Council has absolute discretion to apply or not to apply any exemptions under the Acts.

4.2. The Contractor shall assist and cooperate with the Council (at the Contractor's expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.

5. **RECORD KEEPING AND MONITORING**

- 5.1. In order to assist the Council in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Contractor shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Contractor shall on request allow the Council or the Council's representatives such access to (and copies of) those records as may be required by the Council in connection with the Contract.
- 5.2. The Contractor will at its own cost, provide any information that may be required by the Council to comply with the Council's procedures for monitoring of the Contract.

PART G - STATUTORY OBLIGATIONS

1. **HEALTH AND SAFETY**

1.1. The Contractor shall comply with all health and safety legislation in force and all health and safety policies of the Council.

2. CORPORATE REQUIREMENTS

- 2.1. The Contractor shall comply with all obligations under the HRA.
- 2.2. The Contractor shall comply with all Council policies and rules, such as, but not limited to:
 - 2.2.1. equality and diversity policies;
 - 2.2.2. sustainability;
 - 2.2.3. information security rules;
 - 2.2.4. whistleblowing and/or confidential reporting policies; and
 - 2.2.5. all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services.

- 2.3. The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 2.4. The Contractor shall comply with all relevant legislation relating to its Employees however employed including (but not limited to) the compliance in law of the ability of the Employees to work in the United Kingdom.
- 2.5. If the Contractor has a finding against it relating to its obligations under clause G2.4 it will provide the Council with:
 - 2.5.1. details of the finding; and
 - 2.5.2. the steps the Contractor has taken to remedy the situation.

3. LAW AND CHANGE IN LAW

- 3.1. The Contractor shall comply at all times with the Law in its performance of the Contract.
- 3.2. On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within fourteen (14) days of the Contractor notifying the Council of the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Contractor. If the parties, within fourteen (14) days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause D3.
- 3.3. Any agreed additional sums payable as a result of the operation of clause G3.2 shall be included in the Price. For the avoidance of doubt nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs.

G4. TUPE AND RE-TENDERING

- G4.1 In the event of expiry or termination of this Contract or whenever reasonably requested by the Council in preparation for tendering arrangements the Contractor will provide the Council with such assistance as the Council may require and provide at no cost to the Council any information the Council (whether on its own account or on behalf of any potential or confirmed Replacement Contractor) may request in relation to the Employees including but not limited to, providing employee liability information as required under Regulation 11 of TUPE.
- G4.2 The Contractor authorises the Council to pass any information supplied to any Replacement Contractor or potential Replacement Contractor and the

- Contractor will secure all necessary consents from relevant Employees in order to do this.
- G4.3 The Contractor will keep the Council and any Replacement Contractor indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.

PART H - GENERAL PROVISIONS

1. CONTRACT VARIATION

- 1.1. Subject to clause H1.2, no variation or modification to the Contract is valid unless it is in writing and signed by the Council and the Contractor.
- 1.2. The Council shall be entitled to issue to the Contractor in writing or, in case of urgency orally (provided the Council confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition, suspension, reduction or cessation of provision of any Services and/or the provision of emergency Services in accordance with revised Delivery Instructions. The Contractor shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

2. THIRD PARTY RIGHTS

2.1. This Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

3. **NO WAIVER**

- 3.1. Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.
- 3.2. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause A3 (Notices).

4. **SEVERANCE**

4.1. If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

5. **ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY**

- 5.1. Subject to any express provision of this Contract, the Contractor shall not without the prior written consent of the Council, assign all or any benefit, right or interest under this Contract or sub-contract the provision of the Services.
- 5.2. The Council shall be entitled to:
 - 5.2.1. assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2006); or
 - 5.2.2. transfer, assign or novate its rights and obligations where required by Law.
- 5.3. The Contractor shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servants, agents and Employees as though they were its own.

6. **FORCE MAJEURE**

- 6.1. Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.
- 6.2. If the Council or the delivery location is affected by circumstance of Force Majeure, the Council shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Contractor against the Council nor entitle the Contractor to terminate the Contract.
- 6.3. Industrial action by, or illness or shortage of the Contractor's Employees, agents or subcontractors, failure or delay by any of the Contractor's suppliers to supply goods, components, services or materials and breach of the Contractor's warranties under clause B6 shall not be regarded as an event of Force Majeure.
- 6.4. If the event of Force Majeure continues for more than two (2) months either party may give written notice to the other to terminate the Contract immediately or on a set termination date.
- 6.5. If the Contract is terminated in accordance with clause H6.4 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

7. INDUCEMENTS

7.1. The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of

any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

- 7.2. The Contractor warrants that it has not paid commission nor agreed to pay any commission to any Employee or representative of the Council by the Contractor or on the Contractor's behalf.
- 7.3. Where the Contractor engages in conduct prohibited by clauses H7.1 and H7.2 in relation to this or any other contract with the Council, the Council has the right to:
 - 7.3.1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or
 - 7.3.2. recover in full from the Contractor any other loss sustained by the Council in consequence of any breach of this clause whether or not the Contract has been terminated.

8. **COSTS AND EXPENSES**

8.1. Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

9. **NO AGENCY OR PARTNERSHIP**

9.1. Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

10. NON SOLICITATION AND OFFERS OF EMPLOYMENT

10.1. The Contractor agrees that it will not, without the prior written consent of the Council, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, Employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:

- 10.1.1. solicit or entice, or endeavour to solicit or entice, away from the Council, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Council at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination; or
- 10.1.2. attempt, or knowingly assist or procure any other person to do the above.

11. INSPECTION OF CONTRACTOR'S PREMISES

11.1. The Contractor shall permit the Council to make any inspections or tests which may reasonably be required in respect of the Contractor's premises in relation to the Contract.

12. LAW AND JURISDICTION

12.1. This Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

	!	STANLEY CIVIC H	HALL	
		FEES & CHARGES 2	018	
	CURRENT PRICE			
	CORREINT FRICE			
		PROPOSED PRICE		
THEATRE HIRE	£540	£550.00		
		-		
	CURRENT PRICE	PROPOSED PRICE	CURRENT PRICE	PROPOSED PRICE
	BUSINESS PRICE		PARTY/EVENT	
	PER HOUR		PER HOUR	
MAIN HALL	£60.00	£65.00	£60.00	£65.00
BAMBURGH SUITE	£30.00	£35.00	£48.00	£55.00
LUMLEY ROOM	£21.60	£24.00	21.60 *	£24.00
ALNWICK ROOM	£18.00	£20.00	£18.00	£20.00
	CURRENT PRICE	PROPOSED PRICE	CURRENT PRICE	PROPOSED PRICE
	HALF DAY HIRE (4HRS) BUSINESS		FULL DAY HIRE (8 HRS	S) BUSINESS
MAIN HALL	£180.00	£195.00	£360.00	£390.00
BAMBURGH SUITE	£60.00**	£80.00	£96.00**	£120.00
LUMLEY ROOM	£48.00	£55.00	£72.00	£85.00
ALNWICK ROOM	£36.00	£40.00	£54.00	£60.00
This room is included	in main hall hire price fo	or parties		
*These prices were ur	ndercharged to begin wi	th		

FULL COUNCIL ACTION LOG - Updated 17-03-18

Meeting Date	Minute Ref	Lead Officer	Agenda Item	Action	Date Complete	Notes
27.06.17	45	James Harper	7 - Recommendations of Projects & Initiatives	The two surplus tractors be donated to Beamish FC and Annfield Plain FC	23.11.17	Both tractors handed over.
27.06.17	45	Alan Shaw	7 - Recommendations of Projects & Initiatives	An extra-ordinary meeting of Council be scheduled to consider medium term planning in detail		Meeting was not held, MTP was completed through P&I process in November 2017.
25.07.17	76	Alan Shaw/ James Harper	7 - Recommendations of Projects & Initiatives	Louisa Memorial - DCC should be asked for a licence to have the stone relocated to Annfield Plain Park		Permissions have been obtained for both locations, however the matter is still not resolved. On agenda for 27.2.18
25.07.17	76	James Harper	7 - Recommendations of Projects & Initiatives	Armed Forces Day - 2018 planning should begin immediately		Ongoing.
25.07.17	76	James Harper	7 - Recommendations of Projects & Initiatives	Christmas - A specification should be produced for the Christmas Light switch on event and that bids are invited from outside providers		Draft spec on agenda for 27.2.18
26.09.17	118	James Harper	9 - Recommendations of Projects & Initiatives	Christmas - Officers be instructed to deliver the event in line with that outlined in the draft specification	6.12.17	Event delivered in accordance with spec
26.09.17	118	Alan Shaw	9 - Recommendations of Finance & Governance	MIF Policy - A working group be established to review the current policy and bring recommendations to FC	24.10.17	Policy reviewed and amended
26.09.17	118	James Harper	9 - Recommendations of Finance & Governance	DBS Checks - Council should implement a policy of compulsory DBS checks for elected members in line with DCC policy and ID cards be purchased for members and staff		Outstanding - Tasked J Harper with delivery 12.2.18
26.09.17	118	Nicola James	9 - Recommendations of Finance & Governance	ID Cards to be purchased for members and staff		Outstanding - Tasked N James with delivery 12.2.18
26.09.17	120	Alan Shaw	11 - Civic Regalia	The Town Clerk look into the costs for purchasing Civic Regalia for the Town Mayor's consort and the Deputy Town Mayor and report findings to FC		Outstanding
24.10.17	140	Nicola James	3 - Town Mayors Announcements	Date for OAP Christmas Dinner to be emailed to Members	10.11.17	Done
24.10.17	144	Alan Shaw	7 - Recommendations of Finance & Governance	Adapt the Cirencester Standing Orders and amend our own SO's accordingly	24.10.17	Done
24.10.17	145	Alan Shaw	8 - Medium Term Plan	In consultation with the Chairman of Finance, prepare an outline 3 year delivery timeline and indicative budget estimates for the delivery of the plan	28.11.17	Done
24.10.17	148	Alan Shaw	11 - Stanley Council Offices	Notify DCC that the Town Council intends to withdraw from the purchase of the building on the current terms	30.10.17	Done
24.10.17	148	Alan Shaw	11 - Stanley Council Offices	Liaise with DCC and express our desire to see the building restored in the medium term, with a focus on the use of the building as a heritage asset for the town		To be actioned following restructure (13.03.18)
24.10.17	148		11 - Stanley Council Offices	Research into possible sources of funding, with the assistance of suitably qualified and experienced fund raisers who can identify sources and prepare bids for external funding		To be actioned following restructure (13.03.18)
07.11.17	154	Alan Shaw	5 - Request from the Just for Women Centre	The Town Council will seek to purchase the property at no more than the maximum price agreed		Awaiting return of local authority searches to solicitors. Should be in a position to exchange and complete before end March.
28.11.17	187	Alan Shaw	8 - Recommendations of Committee Meetings	Dying to work Policy. Implement Policy and contact TUC to publicise		
23.01.18	248	Alan Shaw/ James Harper	8 - Recommendations of Committee Meetings	Environmental Cleanup team to be brought in house		Meeting held with Groundwork and notice given. Work underway to secure lease vehicles and uniform and to agree inventory of equipment for transfer. Premises and storage issue outstanding.
23.01.18	248	Alan Shaw	8 - Recommendations of Committee Meetings	Police Cars - to be forward funded over three years	16.03.18	Invoice received and process for lease of vehicles
23.01.18	248	Alan Shaw	8 - Recommendations of Committee Meetings	Stars YC - Detailed plan to be submitted before the end of the financial year		
23.01.18	249	James Harper	9 - Stanley in Bloom	Jointly manage the Stanley In Bloom campaign with DCC		Meeting held with DCC on 16.2.18. Report to be brought to P&I Committee for 13.3.18
23.01.18	250	Alan Shaw	10 - Budget and Precept (Part A)	Submit precept demand	24.01.18	Done

Item 13 - ATTACHMENT P

Meeting Date	Minute Ref	Lead Officer	Agenda Item	Action	Date Complete	Notes
23.01.18	252	Alan Shaw	13 - Budget and Precept (Part B)	Implement staffing structure (including wardens service and TUPE of GWNE staff)		Staff meetings held between 24.01.18 and 29.01.18. Initial meetings held with HR advisor on 31.01.18. Outline of the restructure process circulated to members on 9.2.18. Initial drafts of new JDs done 6.2.18. Discussions with HR re: JDs on-going.
13.03.18	261	James Harper	8 - Events Specification	Assessment criteria to be added to and revised spec submitted to Council on 27.03.18		
13.03.18	263	James Harper	10 - War Memorial	Working Group to be convened to identify whether there is public support.		
13.03.18	265	James Harper	12 - Louisa Morrison Memorial	Apply for faculty to have the memorial stone moved to the Louisa site in Stanley		