

# Sandwich Town Council Ordinary Meeting of the Council



## Agenda

Chair: Cllr P Carter

Councillors: I Black, P Breen, D Carter, E Csuka, J Franklin, W Fortescue, N Gray, S Mallett, D Marie, M Moorhouse, M Pennington, L Ripley, V Tomlins, C Wiles and C Ungerson

Councillors are hereby summoned to attend a meeting of Full Council in the Council Chamber, Guildhall on Monday 26th June at 19:00 to transact the business on the agenda below.

Gill Gray, Interim Town Clerk

Date: 21st June 2023

1	<b>Chair's opening remarks:</b>	
2	<b>Apologies for absence received:</b>	
3	<b>Declarations of interest:</b> To receive any declarations of disclosable pecuniary interests from Members in respect of business to be transacted on the agenda.	
4	<b>Minutes of the Full Council Meeting:</b> To approve the Minutes of the Ordinary Meeting of STC held on 22 <sup>nd</sup> May 2023 and to consider any matters arising from those minutes not covered elsewhere in this Agenda. To approve the Minutes of the Extraordinary Meeting of STC held on 5 <sup>th</sup> June 2023 and to consider any matters arising from those minutes not covered elsewhere in this Agenda. To note the draft Minutes of the Finance and General Purposes Committee meeting held on 19 <sup>th</sup> June 2023	Attach 1  Attach 2  Attach 3
5	<b>Payment Schedules:</b> <b>5a</b> To receive and note the payments for mid-June totalling £23,366.93 Those payments which are not supported by a minute reference have been authorised by Officers with delegated powers of expenditure. <b>5b</b> To receive and approve the schedule of payments for June, totalling £1,209.68 <b>5c</b> Council to confirm nomination of two signatories to authorise end of June payment schedules on Bankline. <b>5d</b> Council to confirm nomination of two signatories to authorise mid-July payment schedules on Bankline.	Attach 4a  Attach 4b
6	<b>Public Participation:</b> A 15-minute session is set aside for members of the public to make representations at the meeting in respect of the business on the agenda. Individual representations should not exceed 3 minutes. (Written notice of the desire to exercise the right to speak, together with the topic to be addressed, must be given to the Interim Town Clerk prior to 16:00 on the Friday preceding the meeting)	



	<p>internal auditor and confirm the work to be undertaken for the 2023/2024 internal audit.</p> <p>Please be aware that Items i(v) to (vii) have been set out in a specific order as prescribed by the External Auditor.</p> <p><b>Decisions required</b></p>	
13	<p><b>Guildhall Square Working Group</b> Cllr Marie to provide an update on progress to date in the form of a report from the Working Group.</p>	ATTACH 12
14	<p><b>Disability Access Strategy for Sandwich</b> Members to consider a report from Cllr Ungerson with a proposal to reinstate the Disability Access Strategy Working Group: <b>Decision required</b></p>	ATTACH 13
15	<p><b>Community Warden Kent County Council Report</b> Members to receive a verbal report from the KCC Community Warden to share details of the Community Warden scheme, methods of working and potential changes that may impact work supporting local communities.</p>	
16	<p><b>Allotments Working Group</b> Members to consider the membership for the Allotments Working Group and agree that the meetings are scheduled on a regular basis: <b>Decision required</b></p>	
17	<p><b>Bay Hall Insurance</b> Members to consider a report from the RFO to include three quotations for the renewal of property insurance for the Bay Hall property: <b>Decision required</b></p>	ATTACH 14
18	<p><b>Traffic Regulation Order – Woodnesborough Road, Burch Avenue and St Barts Road, Sandwich</b> The consultation for the Traffic Regulation Order is due to close on Monday 26<sup>th</sup> June at 12 noon, Town Clerk has sought an extension so the Council can comment later in the evening.</p>	ATTACH 15
19	<p><b>Dover Neighbourhood Watch Association AGM</b> Members are invited to consider if a Town Councillor should be nominated to attend the Dover District NHW Association AGM with the intention of the Town Council joining NHW; in the future an officer can be delegated as a link member: <b>Decision required</b></p>	ATTACH 16
20	<p><b>Membership on Outside Bodies</b> Following the nominations for the Port and Haven Commissioners, Cllr Gray will no longer be one of the nominated Port and Haven Commissioner from STC; Cllr Franklin is the new nominee and if agreed will join Cllr Fortescue as the two nominations that then need to be formally appointed by Dover District Council: <b>Decision required</b></p>	
21	<p><b>Maddox Working Group Report</b> Cllr Breen to ask Members to consider a report on the progress and main points of discussion during the Maddox Working Group meeting held on 13<sup>th</sup> June 2023; Members are invited to consider and approve the recommendations of the Maddox Working Group: <b>Decision required</b></p>	ATTACH 17
22	<p><b>Confidential Matters:</b></p> <p>Under the Public Bodies (Admission to Meetings) Act 1960 (extended by s.100 of the Local Government Act 1972) the public may be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Local Government Act 1972 by virtue of the paragraph specified against the item. Information relating to a particular employee or applicant to become an employee under the authority.</p>	

	<b>24A</b> To consider a report and agree to appoint a Town Clerk for Sandwich Town Council: <b>Decision required</b> <b>24B</b> Members to consider a report from the Mayor in relation to a proposed staff bonus: <b>Decision required</b>	ENC 1 ENC 2
<b>23</b>	<b>Date of next Full Council Meeting: 31<sup>st</sup> July 2023</b>	



**Minutes of the Ordinary Meeting of Sandwich Town Council  
held in the Council Chamber on:  
Monday 22nd May 2023 at 19:00**

Chair: Cllr P Carter  
Councillors: I Black, D Carter, E Csuka, J Franklin, S Mallett, M Moorhouse, M Pennington, L Ripley, V Tomlins, C Wiles and Cllr D Friend (TDC)  
Officer: Gill Gray PSLCC Interim Town Clerk and three residents.

STC.05.23.1	<p><b>Chair's opening remarks:</b></p> <ul style="list-style-type: none"> <li>• The Mayor Making event was a remarkable success on 15<sup>th</sup> May 2023 and thanks to all the staff for their hard work.</li> <li>• Apologies to the new Town Councillors for the delay, IT support setting up emails and iPads which should be ready very soon.</li> <li>• Welcomes ideas from new and returning Councillors, please copy in the Mayor when emailing.</li> <li>• Thanks to Cllr Wiles for getting the recruitment process underway for the permanent Town Clerk role.</li> <li>• It is proposed to gather feedback from the ATM on Wednesday and then consider an Extra Ordinary meeting if necessary to potentially form a Working Group for the matter of the threat to the Richborough Waste Transfer station.</li> </ul>	Action:
STC.05.23.2	<p><b>Apologies for absence received:</b> Apologies were received and accepted from: Cllr W Fortescue due to travel commitment, Cllr P Breen due to travel commitment, Cllr N Gray due to travel commitment, Cllr D Marie due to work commitment, Cllr C Ungerson due to travel commitment and Cllr S Chandler (KCC) as prior commitment in her diary.</p>	
STC.05.23.3	<p><b>Declarations of interest:</b> The following declarations of interest were received: Cllr Franklin declared an interest in Item 5. Cllr Wiles declared an interest in Item 23.</p>	
STC.05.23.4	<p><b>Minutes of the Full Council Meeting:</b> To receive the Minutes of the Ordinary Meeting of STC held on 24<sup>th</sup> April 2023 and to consider any matters arising from those minutes not covered elsewhere in this Agenda. <b>It was RESOLVED: that the minutes of the STC meeting held on 24<sup>th</sup> April be received.</b> Matters arising: Cllr M Moorhouse enquired about progress with the sign for King Street, requested an update on progress with the letter to the PCC and queried that the two names of the unsuccessful contractors were omitted from the minutes for the Monks Wall Nature Reserve works, interim Town Clerk to amend accordingly. In future all quotes to have Company Registration Number if applicable and date and expiry of the quotation.</p>	


	<p>Cllr E Csuka enquired if a response had been received from the letter sent by STC to the Cabinet Member for Education and Skills in relation to the Old School House; interim Town Clerk confirmed that no response has been received to date.</p> <p>To approve the Minutes of the Annual Town Council Meeting held on 11<sup>th</sup> May 2023 and to consider matters arising from those minutes not covered elsewhere in this Agenda.</p> <p><b>It was moved by Cllr C Wiles and seconded by Cllr M Pennington and RESOLVED: that the minutes of the ATCM held on 11<sup>th</sup> May 2023 be signed and approved as a true record of the meeting. One Member abstained.</b></p> <p>Matters arising: Cllr Franklin sought to ensure that the Allotments Working Group is not forgotten, it will be an item for the next STC agenda for consideration.</p>	
<p><b>STC.05.23.5</b></p>	<p><b>Mayors Expenses for Coronation</b></p> <p>It was agreed that Item 12 to be considered before the payment schedules as one payment relates to Item 12.</p> <p>Cllr Franklin left the meeting.</p> <p>Following a short debate and considering the report from the RFO it was clear that there was insufficient time to approve the expenditure before the event.</p> <p><b>It was moved by Cllr C Wiles and seconded by Cllr M Pennington and RESOLVED: that the expenses for the outgoing Mayor to attend the coronation ceremony for HM King Charles III on 6<sup>th</sup> May 2023 be approved for reimbursement at a cost of £229.90 – breakdown and details of the Mayoral budgets were provided to Members in the RFO report. One Member abstained.</b></p> <p>Cllr Franklin returned to the meeting.</p>	
<p><b>STC.05.23.6</b></p>	<p><b>Payment Schedules:</b></p> <p><b>5a</b> Council received the mid-month payments for mid-May, totalling £18,761.40.</p> <p><b>It was moved by Cllr Wiles and seconded by Cllr Franklin and RESOLVED: To receive and note the payments for mid-May 2023 totalling £18,761.40. Three Members abstained.</b></p> <p><b>5b</b> Council received the schedule of payments for May, totalling £5,520.67. Cllr Black requested an induction for the finances and Cllr Csuka asked for budget projections/forecasting for future meetings. Interim Town Clerk assured Members that training will be offered to Members in due course.</p> <p><b>It was moved by Cllr Moorhouse and seconded by Cllr Pennington and RESOLVED: To receive and approve the schedule of payments for May 2023, totalling £5,520.67. Four Members abstained.</b></p> <p><b>5c</b> Council considered nominations for two signatories to authorise end of May payment schedules on Bankline.</p> <p><b>It was moved by Cllr Csuka and seconded by Cllr Wiles and RESOLVED: that Cllr P Carter and Cllr J Franklin are nominated to authorise the end of May 2023 payment schedules on Bankline.</b></p> <p><b>5d</b> Council considered nominations for two signatories to authorise mid-June payment schedules on Bankline.</p> <p><b>It was RESOLVED: that Cllr Wiles and Cllr P Carter are nominated to authorise the mid-June 2023 payment schedules on Bankline.</b></p>	

STC.05.23.7	<p><b>Public Participation:</b>  A 15-minute session is set aside for members of the public to make representations at the meeting in respect of the business on the agenda. Individual representations should not exceed 3 minutes. (Written notice of the desire to exercise the right to speak, together with the topic to be addressed, must be given to the Interim Town Clerk prior to 16:00 on the Friday preceding the meeting)</p> <p>A resident spoke about the importance of women and young girls feeling safe in the town and urged the Town Council to seek assurances that a local Police presence will continue to be maintained. The number of police officers seems to be determined on the level of crimes in the area. The visible presence of police can aid prevention of crime and deter anti-social activity. There needs to be lobbying of the local MP, Dover Commander for Kent Police, and other authorities to raise the issue. Sandwich is a busy town, there are boat moorings, a reliable train service to London and varied bus routes. A visible police presence is essential to show visitors to the town who attend the numerous events that safety in Sandwich is paramount. There needs to be an initiative-taking approach with special constables as a suggestion to supplement a permanent police presence in the town.</p>	
STC.05.23.8	<p><b>Verbal Report from our Dover District Councillor on matters relating to Sandwich</b>  Cllr Moorhouse reported that following the recent elections Labour have now taken control of the District Council. The next Full Council at DDC will take place on 19<sup>th</sup> July and Cllr Moorhouse has been appointed to the Licensing Committee at DDC.  Cllr Friend reported that the recent election results now means that the Conservatives are in opposition and will hold the new Labour administration to account for campaign promises. Cllr Friend confirmed he has joined the Shadow Cabinet and the Overview and Scrutiny Committee. Cllr Friend added he has taken the portfolio of Social Housing, Port Health, Skills, and Education in the Shadow Cabinet. Cllr Friend continues with casework and the latest concern is the threat of closure of the Richborough Household Waste and Recycling Centre.  Cllr Black seeks to amend the SOs to enable a dialogue to take place between STC and KCC/DDC Cllrs.</p>	
STC.05.23.9	<p><b>Verbal Report from our Kent County Councillor on matters relating to Sandwich</b>  No report as Cllr Chandler communicated her apologies for the meeting.</p>	
STC.05.23.10	<p><b>Updates from Councillors:</b>  The Mayor and the Mayoress attended Mayor Making at Folkestone and will be attending the Mayor Making ceremony at Faversham next week. Cllr Csuka advised that Faversham TC are actively challenging the threatened closure of their waste transfer site and the Mayor will have an opportunity to learn how they are approaching this issue.  Cllr Mallett reported on a recent Sandwich Twinning Association meeting for Le Weekend attended by Cllr Marie, volunteers are needed for the event.</p>	

	<p>Cllr Mallett is a Parish Cllr for Woodnesborough and added that an objection has been raised in relation to a planning application proposal for a log store on Sandwich/Ash Road.</p> <p>Cllr Franklin reported attendance during the National Mills weekend to the White Mill, all volunteers who are undertaking splendid work to restore.</p>	
STC.05.23.11	<p><b>Financial Information:</b></p> <p><b>10a</b> Council to receive the petty cash statement as at 31<sup>st</sup> March 2023.</p> <p><b>10b &amp; c</b> Council to receive and note the STC statement of accounts as at 30<sup>th</sup> April 2023 (income, expenditure, and budget)</p> <p><b>It was moved by Cllr Wiles and seconded by Cllr Pennington and RESOLVED: that the petty cash statement as at 31<sup>st</sup> March 2023 be received; the STC statement of accounts as at 30<sup>th</sup> April 2023 to received and noted. Three Members abstained.</b></p>	
STC.05.23.12	<p><b>Bank Account Signatories</b></p> <p>Members considered a report from the RFO regarding bank account signatories.</p> <p><b>It was moved by Cllr Wiles and seconded by Cllr Moorhouse and RESOLVED: that Cllrs Csuka, Pennington, and Ripley be added as bank signatories for STC/STBF NatWest bank accounts; all ex-Cllrs and staff no longer employed by STC or Charity be removed immediately as signatories on the Bank Mandate. One Member abstained.</b></p>	
STC.05.23.13	<p><b>Bay Hall Insurance</b></p> <p>Members considered the report from the RFO, and it was agreed that three quotes should be sought, and a report prepared for the June meeting, the current insurance expires on 12<sup>th</sup> July 2023.</p> <p><b>It was moved by Cllr Moorhouse and seconded by Cllr Franklin and RESOLVED: that three quotes to be sought for the renewal of property insurance for Bay Hall, Strand Street, and a report to be submitted to Council for the June meeting.</b></p>	
STC.05.23.14	<p><b>Collaboration Commitment</b></p> <p>Members considered the draft collaboration commitment proposed by Cllr Breen.</p> <p><b>It was moved by Cllr P Carter and seconded by Cllr Pennington and RESOLVED: that the proposed collaboration commitment document is passed by the interim Town Clerk to KALC for comment before Council consider the proposal.</b></p>	
STC.05.23.15	<p><b>Maddox Working Group</b></p> <p>Members considered a report from the Maddox Working Group and were asked to agree the appointment of Cllrs to the MWG following the recent elections. The MWG requests that they have delegated authority to draft a survey for organisations, undertake executor liaison and property care essential works.</p> <p>It was debated at length and concerns were aired about the need for change of use before any community activities can be considered, the costs of any works and health and safety considerations. A condition survey was suggested, and a local architect has offered to assist without charging a fee. A further suggestion was a feasibility study and the need for a charity to hold the Maddox legacy assets. A scoping document to be draft for the next meeting.</p>	

	<p>It was moved by Cllr P Carter and seconded by Cllr Moorhouse and <b>RESOLVED:</b> that the confirmed appointments of Cllrs to the Maddox WG were Cllr Breen, Cllr Franklin, Cllr Gray and Cllr Marie. The RFO to be retained as a member of the MWG.</p> <p>The MWG request for delegated authority to undertake activities were deferred to the next meeting pending the production of a scoping document for Council to consider with clarification on the business case proposed. To include consult with the planners at DDC to discuss the potential for change of use and to instruct a local architect to undertake a condition survey free of charge.</p>	
STC.05.23.16	<p><b>Standing Orders Working Group Terms of Reference</b></p> <p>Members considered the draft Terms of Reference for the Standing Orders Working Group. The SOWG have considered the options for reworking the Standing Orders, Terms of Reference with Scheme of Delegations, and the Financial Regulations. They agree that an independent approach is favoured. The SOWG recommends the establishment of a HR Committee.</p> <p>It was moved by Cllr P Carter and seconded by Cllr Black and <b>RESOLVED:</b> that the SOWG will draft revised SOs, TORs with Scheme of Delegations and Financial Regulations for proposed recommendation to Council using an independent approach. That a permanent HR Committee is established for STC and included in the TORs. That the TORs for the SOWG are approved by Council.</p>	
STC.05.23.17	<p><b>Kent Resilience Team</b></p> <p>The Kent Resilience Team are setting up a Community Resilience Group Meeting and the Chair of the Group has asked if a representative from STC would like to join.</p> <p>It was moved by Cllr P Carter and seconded by Cllr Moorhouse and <b>RESOLVED:</b> that Cllr Mallett will represent STC on the CRGM and report back to Council following meetings.</p>	
STC.05.23.18	<p><b>Highways Improvement Plan for STC</b></p> <p>Cllr Moorhouse requested a debate on the STC Highway Improvements Plan. Cllr P Carter explained the process for producing the HIP report. Cllr Moorhouse requested that priority one to be removed as now addressed under the disability strategy. Cllr Moorhouse requests the identification of the budget for the STC HIP, Town Clerk to seek information from RFO.</p> <p>It was moved by Cllr Csuka and seconded by Cllr Moorhouse and <b>RESOLVED:</b> that STC seeks engagement with KCC in the initial stage to get an informed approach for STC and potential costs for any schemes to better inform decisions.</p>	
STC.05.23.19	<p><b>Guildhall Forecourt Working Group</b></p> <p>Members considered a report from Cllr Wiles in relation to the Guildhall Forecourt Working Group.</p> <p>It was moved by Cllr Black and seconded by Cllr Csuka and <b>RESOLVED:</b> that the membership of the GFWG was agreed as Cllrs Marie (Chair), Breen, Mallett, Ungerson and Wiles with Steve Laslett as a co-optee. That the GFWG be given delegated authority to prepare and implement an action plan for the Guildhall Forecourt including handover, lettings,</p>	

	<p>equipment, signage, safety, and the market. This proposal was confirmed by Cllr Wiles as having no budgetary implications and therefore the interim Town Clerk confirmed no powers of expenditure were delegated to the GFWG. One Member abstained.</p>	
STC.05.23.20	<p><b>Proposed Action Plan for STC</b>  Members considered a report from Cllr Wiles in relation to an Action Plan for STC for six-month period.  <b>It was moved by Cllr Moorhouse and seconded by Cllr Wiles and RESOLVED: that the proposed Action Plan be adopted by Council and will be reviewed in six months. Four Members abstained.</b></p>	
STC.05.23.21	<p><b>Confidential Matters:</b>  Under the Public Bodies (Admission to Meetings) Act 1960 (extended by s.100 of the Local Government Act 1972) the public may be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Local Government Act 1972 by virtue of the paragraph specified against the item.  1. Information relating to information of a commercially sensitive nature  <b>It was RESOLVED: that the confidential matters be moved to follow the end of the STBF meeting. It was moved by Cllr Moorhouse and seconded by Cllr Ripley and RESOLVED: that the public be asked to leave the meeting due to the following items containing information of a commercially sensitive nature.</b></p>	
STC.05.23.22	<p><b>Digital Communications and Information Technology Arrangements</b>  <b>It was RESOLVED: that a Working Group be formed to review IT and digital communication arrangements, Membership agreed as Cllrs Breen, P Carter, Csuka and Mallett. Town Clerk to be part of the membership of the DC&amp;IT WG who will form recommendations to be reported to the F&amp;GP Committee. The scope of activities in the report Enc 1 were agreed and a role for the newly formed HR Committee to agree roles, responsibilities and any training identified as a direct result. One Member abstained.</b></p>	
STC.05.23.23	<p><b>Old School House Update</b>  <b>It was RESOLVED: that Cllr P Carter and Cllr Gray have delegated authority from Trustee to enact recommendation as per Enc 2 report without the requirement for a Working Group at this stage.</b></p>	
STC.05.23.24	<p><b>Meeting closed at 9.24pm</b></p>	
STC.05.23.25	<p><b>Date of next Full Council Meeting: 26<sup>th</sup> June 2023</b></p>	

<p><b>Minutes of the Extraordinary Meeting of Sandwich Town Council held in the Council Chamber on: Monday 5th June 2023 at 19:00</b></p>		
<p>Chair: Cllr P Carter          Councillors: I Black, P Breen, D Carter, E Csuka, J Franklin, S Mallett, M Moorhouse, M Pennington, L Ripley, V Tomlins, C Wiles          Officer: Gill Gray PSLCC Interim Town Clerk and five residents.</p>		
STC.06.23.1	<p><b>Chair's opening remarks:</b></p> <ul style="list-style-type: none"> <li>Members were reminded that the Interim Town Clerk is part time, and the staffing structure is currently under resourced until the permanent Town Clerk is appointed, and a restructure has been completed.</li> </ul>	Action:
STC.06.23.2	<p><b>Apologies for absence received:</b>          Apologies were received and accepted from: Cllr W Fortescue due to travel commitment, Cllr N Gray due to travel commitment, Cllr D Marie due to work commitment, Cllr C Ungerson due to travel commitment.</p>	
STC.06.23.3	<p><b>Declarations of interest:</b>          The following declarations of interest were received:          None</p>	
STC.06.23.4	<p><b>KCC Household Waste Recycling Centre Review</b>          Cllr Csuka gave a verbal report on the background and status of the proposal and threat to the Richborough Waste Recycling Centre. The following points were stated:</p> <ul style="list-style-type: none"> <li>KCC looking for 2.2 million pounds of savings.</li> <li>In the last two years KCC saved 700K in efficiencies</li> <li>The closure of household waste recycling sites could save a potential 1.5 million.</li> <li>KCC Environmental and Transport Committee met on 23.05.23 and proposed three options for cost savings – all three options include the closure of the Richborough site.</li> <li>There were various issues that raised objections and concerns, for example no environmental impact statement etc.</li> <li>The consultation has been delayed but the next report is expected on 05.07.23 with the consultation now proposed for 12.07.23.</li> <li>There are activities that have already started in the area – social media should be considered to engage and campaign.</li> <li>There needs to be collaborative approach with input from residents</li> </ul>	
STC.06.23.5	<p><b>Public Participation:</b>          A 15-minute session is set aside for members of the public to make representations at the meeting in respect of the business on the agenda. Individual representations should not exceed 3</p>	

	<p>minutes. (Written notice of the desire to exercise the right to speak, together with the topic to be addressed, must be given to the Interim Town Clerk prior to 16:00 on the Friday preceding the meeting)</p> <p>None</p>	
<p><b>STC.06.23.6</b></p>	<p><b>KCC Household Waste Recycling Centre Review - Discussion</b></p> <p>Cllr P Carter invited Members to raise ideas, concerns, and issues in relation to the proposal. Cllr Carter reported the following points:</p> <ul style="list-style-type: none"> <li>• A local newspaper had already run a story about the proposal to highlight the issue.</li> <li>• The local MP was supporting the objections and has written a letter to KCC.</li> <li>• Other local Councils were keen to join forces.</li> </ul> <p>Cllr Wiles reported the following points:</p> <ul style="list-style-type: none"> <li>• The officer report containing proposals considered by KCC Members did not include costs such as increased flytipping, households impact and mapping with increased travel – these issues are the wider impact that must be considered.</li> <li>• Cllr Wiles proposed that STC write to all other local Councils across Kent.</li> <li>• The online booking system discriminates against those residents not online.</li> </ul> <p>Cllr Pennington reported the following points:</p> <ul style="list-style-type: none"> <li>• There should be consultation with STC and there are other ideas for cost savings that should be explored.</li> <li>• The closure of Richborough would impact recycling, the residents, and visitors to Sandwich.</li> <li>• Consolidation of collections could help.</li> </ul> <p>Cllr Mallett reported the following points:</p> <ul style="list-style-type: none"> <li>• With major housing developments planned it will result in a greater need for recycling sites</li> <li>• Other sites present access issues, Deal site is in the centre of town and narrow roads with parked vehicles cause problems.</li> <li>• The flytipping problems on private land as well as public land figures are required.</li> </ul> <p>Cllr Ripley reported the following points:</p> <ul style="list-style-type: none"> <li>• The question should be asked why the Richborough site is proposed to close in all three options considered?</li> </ul> <p>Cllr Tomlins reported the following points:</p> <ul style="list-style-type: none"> <li>• KCC do appear to take decisions at times that remove a service or asset without a lot of financial gain for KCC.</li> <li>• The consultation opportunities are not well timed.</li> </ul> <p>Cllr Franklin reported the following points:</p> <ul style="list-style-type: none"> <li>• There are four sites at risk with the Richborough site considered to close in all three proposals, this could result in the KCC Highways Depot being moved to the Richborough site.</li> </ul> <p>Cllr Moorhouse reported the following points:</p> <ul style="list-style-type: none"> <li>• A highly publicised public meeting should be considered, potentially two to capture day and evening attendance.</li> </ul>	

	<ul style="list-style-type: none"> <li>• The public meetings to include invitations to KCC, DDC Members and officers.</li> </ul> <p>Cllr Breen reported the following points:</p> <ul style="list-style-type: none"> <li>• The cost savings should be carefully considered with data underpinning the decisions.</li> <li>• A reduction of days opened for the sites should be considered as well.</li> <li>• The tonnes of waste and haulage figures are needed to be comparable data.</li> <li>• The impact of travelling further to sites should be undertaken and a traffic study produced.</li> <li>• The decision maker needs to be clarified and challenged.</li> </ul> <p>The following ideas were considered:</p> <ul style="list-style-type: none"> <li>• STC gathering data, environmental impact, extra mileage and flytipping risk.</li> <li>• FOI process could be used to gather KCC data.</li> <li>• Guidance for residents to be provided in relation to responses to consultation.</li> <li>• Contact other bodies and authorities about the issue.</li> <li>• Consider the Deal and Thanet sites to build an informed response.</li> <li>• An eloquent speaker from STC should represent at KCC meetings when public participation is an option.</li> <li>• Write a letter of objection to the portfolio holder at KCC</li> </ul>	
STC.06.23.7	<p><b>KCC Household Waste Recycling Centre Review – Summary and next steps</b></p> <p>The next steps were agreed:</p> <ul style="list-style-type: none"> <li>• STC to send a letter of objection to Chair of Committee at KCC, copied to Leader of KCC and three local MPs.</li> <li>• STC to send a report to input for the officer report on 05.07.23.</li> <li>• FOI requests to harness KCC data; potentially 16 if all Cllrs submit them.</li> <li>• Two public meetings, one in the daytime and one in the evening – DDC and KCC Members invited.</li> <li>• Open a dialogue with KCC about the proposals.</li> <li>• Provide an eloquent speaker for the meeting on 05.07.23 to participate in the public speaking participation section.</li> <li>• Write to all local Councils to rally support – Cllr Wiles and Cllr Csuka to lead on this.</li> <li>• Lobby all Members on the KCC Committee</li> <li>• Work collaboratively with and liaise on this issue as a tactic.</li> <li>• Town Clerk to create a folder in Sharepoint to create a report and send to decision makers.</li> <li>• Consider including other groups such as CPRE, Green Party and other civic groups</li> </ul>	
STC.05.23.24	<b>Meeting closed at 8.03pm</b>	
STC.05.23.25	<b>Date of next Full Council Meeting: 26<sup>th</sup> June 2023</b>	

**Minutes of Sandwich Town Council  
Finance and General Purposes Committee Meeting held  
in the Council Chamber on 19<sup>th</sup> June 2023**



**Chair:** Cllr C Wiles  
**Councillors:** Cllrs P Carter (Mayor), J Franklin, D Carter, N Gray, C Ungerson, M Pennington, P Breen, E Csuka  
**Officer:** Responsible Finance Officer  
**Observing Councillors:** Cllr Marie

FG.06.19.1	<p><b>Election of Chair</b>                  Cllr Wiles was voted in as Chair of Finance and General Purposes Committee. (All in favour).</p>	
FG.06.19.2	<p><b>Apologies for absence received:</b>                  No apologies were received.</p>	
FG.06.19.3	<p><b>Declarations of interest:</b>                  To receive any declarations of disclosable pecuniary interests from Members in respect of business to be transacted on the agenda.                   None received.</p>	
FG.06.19.4	<p><b>Minutes of the Finance and General Purposes Committee:</b>                  Members received minutes of the Finance and General Purposes Committee held on 12<sup>th</sup> December 2022. Cllr Csuka stated that he would be addressing item 18.12.22 on this agenda.  <b>Recommendation:</b>                  I) To approve the minutes, pending an alteration (minute ref 17.12.22): RFO to remove the sentence 'Cllr Ungerson pointed out that the budget takes into consideration a more expensive HR Provider'.</p>	
FG.06.19.5	<p><b>Public Participation</b>                  A 15-minute session is set aside for members of the public to make representations at the meeting in respect of the business on the agenda. Individual representations should not exceed 3 minutes. (Written notice of the desire to exercise the right to speak, together with the topic to be addressed, must be given to the Interim Clerk prior to 09.00 on the Friday preceding the meeting)                   There were no speakers.</p>	

<p><b>FG.06.19.6</b></p>	<p><b>Report of the Information Technology and Digital Communications Working Group:</b>  Cllr Csuka outlined his report and the importance of establishing specific user requirements. Members considered the findings and the proposed recommendation to commission a Business Continuity Plan. This document could be produced by Officers or Councillors. The RFO stated that there may already be documents that have been produced that could be useful to reference.  <b>Recommendation:</b>  <b>i) To commission a Business Continuity Plan for Sandwich Town Council, subject to existing documents.</b></p>	
<p><b>FG.06.19.7</b></p>	<p><b>Sandwich Town Council Financial Outturn Summary 2022/23</b>  Members received the year end report produced by the Responsible Finance Officer.  <b>Recommendation:</b>  <b>i) To note this report.</b></p>	
<p><b>FG.06.19.8</b></p>	<p><b>Report for the Bulwarks and Poulders Gardens Play Areas:</b>  Members considered the report relating to The Bulwarks Play Area for a proposed partial refurbishment contribution and the Poulders Gardens and the Bulwarks play areas for the potential renewal of a service level agreement with Dover District Council for the maintenance of the play areas which has now lapsed.  <b>Recommendations:</b>  <b>i) To respond to Dover District Council with further questions about the proposals.</b>  <b>ii) To request a meeting with the relevant DDC officer.</b>  <b>iii) To request that the two play area sites are urgently checked for safety as the has SLA lapsed some time ago.</b>  <b>iv) To request that a new SLA is arranged as soon as possible.</b></p>	
<p><b>FG.06.19.9</b></p>	<p><b>Date and time of Next Meeting: Monday 17<sup>th</sup> July 2023 at 18:30 within the Guildhall.</b></p>	

Sandwich Town Council - Payment Schedule 2023/24 - Mid June 2023

Date of Meeting	Prnt No.	Payee	Description	Budget Heading	Power of Expenditure	Net	Vat	Total	Actual Payments Made (Reconcile to Bank Statement)
22/05/2023	80	Pennula	HR Services - Extra Services	Penranda Business Services	STC refs 01.28.5 & 29.02.23	£92.91	£16.56	£99.49	£99.49
22/05/2023	81	Pennula	HR Services - May 2023	Penranda Business Services	STC Minute Ref: 32.06.22 (N)	£121.59	£24.92	£146.51	£146.51
22/05/2023	82	Dover District Council	Parking Permit - Staff	Officers Travel & Parking Expenses	Interim Clerk	£137.60	£27.50	£165.00	£165.00
22/05/2023	83	Dover District Council	Parking Permit - Staff	Officers Travel & Parking Expenses	Interim Clerk	£137.60	£27.50	£165.00	£165.00
26/06/2023	84	Salaries - Sandwich Town Council	Sandwich Town Council Administration Salaries - June 2023	Town Clerk & Office Staff	STC Minute Ref: 32.06.22 (N)	£1,465.84		£1,465.84	
26/06/2023	84	Salaries - Sandwich Town Council	Quay Conveniences Salaries - June 2023	Quay Conveniences - Salaries	STC Minute Ref: 32.06.22 (N)	£980.76		£980.76	
26/06/2023	84	Salaries - Sandwich Town Council	Cadix Market Conveniences - Salaries	Cadix Market Conveniences - Salaries	STC Minute Ref: 32.06.22 (N)	£980.75		£980.75	
26/06/2023	84	Salaries - Sandwich Town Council	S144 - Visitor Information Centre - June 2023	S144 Salaries	STC Minute Ref: 32.06.22 (N)	£851.25		£851.25	
26/06/2023	84	Salaries - Sandwich Town Council	Contribution to Carriking Staff - June 2023	Contribution to Carriking Staff	STC Minute Ref: 32.06.22 (N)	£655.82		£655.82	
26/06/2023	84	Salaries - STBF Guildhall	Guildhall Caretaking and Cleaning - June 2023	Guildhall	STC Minute Ref: 32.06.22 (N)	£5,902.38		£5,902.38	
26/06/2023	84	Salaries - STBF Guildhall	Guildhall Administration Salaries - June 2023	Guildhall	STC Minute Ref: 32.06.22 (N)	£1,575.95		£1,575.95	
26/06/2023	84	Salaries - Sandwich Toll Bridge Fund	Administration Salaries - June 2023	Guildhall	STC Minute Ref: 32.06.22 (N)	£2,850.58		£2,850.58	
26/06/2023	85	Highways Business Services	Office 365	STBF	STC Minute Ref: 32.06.22 (N)	£39.10	£7.82	£46.92	
26/06/2023	86	Highways Business Services	Update all iPads and set up for new councillors	IT Expenses (incl. Website)	Interim Clerk	£590.00	£100.00	£690.00	
26/06/2023	87	Highways Business Services	Print set up	IT Expenses (incl. Website)	Interim Clerk	£590.00	£100.00	£690.00	
26/06/2023	88	Highways Business Services	Domain hosting - V&A sandwich email addresses	IT Expenses (incl. Website)	Interim Clerk	£120.00	£24.00	£144.00	£950.92
26/06/2023	89	Training Highway	Social Media - advert on facebook	IT Expenses (incl. Website)	Interim Clerk	£50.00	£0.00	£50.00	£50.00
26/06/2023	70	T.R. & C. Carpenter	Pedestal for Cow Leas Meadow	Cow Leas	Interim Clerk	£23.38	£0.00	£23.38	
26/06/2023	70	T.R. & C. Carpenter	Stomps for Guildhall windows (To be reimbursed by STBF Guildhall)	Guildhall	Interim Clerk	£3.35	£0.00	£3.35	£28.71
26/06/2023	71	Brightlingsea Cheque Post Liberty	Major and impressive attendance at Brightlingsea's Blessing & Reinstating of the Victoria event	Mayoral Expenses	Interim Clerk	£50.00	£0.00	£50.00	£50.00
26/06/2023	72	Wade Business Services	Toner x 1	Photocopy (Rental & Usage)	Interim Clerk	£1.96	£0.39	£2.35	
26/06/2023	73	Wade Business Services	Photocopying Charges	Photocopy (Rental & Usage)	Interim Clerk	£98.83	£13.38	£112.21	
26/06/2023	74	Wade Business Services	Photocopying Charges	Photocopy (Rental & Usage)	Interim Clerk	£54.66	£10.93	£65.59	£154.24
26/06/2023	75	Global Cleaning Supplies	Cleaning Stock for Quay Conveniences	Photocopy (Rental & Usage)	Interim Clerk	£148.80	£29.86	£178.70	£178.70
26/06/2023	76	The Strand Wine Co	Wine for Mayor Haring	Quay Conveniences - Other Expenditure	Interim Clerk	£90.00	£12.00	£102.00	£72.00
26/06/2023	77	Modern Working - D Shaw	GDPR consultancy	Mayor's Hospitality (including One Events)	Interim Clerk	£100.00	£0.00	£100.00	
26/06/2023	78	Modern Working - D Shaw	GDPR consultancy	Office Expenses (incl. telephone)	Interim Clerk	£100.00	£0.00	£100.00	£200.00
26/06/2023	79	KCS Education Supplies	Hand Towels for Quay Conveniences	Office Expenses (incl. telephone)	Interim Clerk	£30.99	£6.00	£36.99	£47.99
26/06/2023	80	Capital	Cleaning Stock for Quay Conveniences	Quay Conveniences - Other Expenditure	Interim Clerk	£198.81	£27.36	£226.17	£164.17
26/06/2023	81	Capital	Cleaning Stock for Quay Conveniences	Quay Conveniences - Other Expenditure	Interim Clerk	£16.80	£3.36	£20.16	£20.16
26/06/2023	82	Mr K A Chapman	Warden service for Monk's Wall Nature Reserve 20-04-23 - 26-05-23	Monk's Wall Nature Reserve	Interim Clerk	£208.35	£0.00	£208.35	£208.35
26/06/2023	83	Mr B Finch	Mayoral mileage to and from Guildhall and to and from Brightlingsea	Mayoral Travel	Interim Clerk	£310.59	£0.00	£310.59	£310.59
26/06/2023	84	Bella	Recycling Service 12/05/23 - 26/05/23	Repairs and Maintenance	Interim Clerk	£29.68	£5.92	£35.60	£35.60
26/06/2023	85	VR Seal	Sanitary Disposal service - Public Conveniences	Repairs and Maintenance	Interim Clerk	£733.44	£148.69	£882.13	£882.13
26/06/2023	86	SLCC	Advert for Town Clerk post on SLCC website	Staff Recruitment	Interim Clerk	£195.00	£39.00	£234.00	£234.00
26/06/2023	87	Mr S Weatherall	Working Cow Leas Meadow	Cow Leas	Interim Clerk	£300.00	£0.00	£300.00	£300.00
26/06/2023	88	Roger Casement	Sign for King Street	Miscellaneous	Interim Clerk	£47.50	£9.50	£57.00	£57.00
26/06/2023	89	Interim Clerk	Interim Clerk services 01/05/23 - 31/05/23 (3 days a week)	Staffing Contingency	STC 38.15.22 (I)	£2,875.00	£0.00	£2,875.00	£2,875.00
26/06/2023	90	New Appointments Group	MC cover week ending 18/05/23	Staffing Contingency	Interim Clerk	£387.86	£77.83	£465.69	

Date of Meeting	Print No.	Payee	Description	Budget Heading	Power of Expenditure	Net	Vet	Total	Actual Payments Made (Reconcile to Bank Statement)
26/06/2023	94	Eon Next	Electricity Charges - Fishergate 01/05/2023 - 31/05/2023	Fishergate	Intern Clerk	£259.85	£12.94	£271.79	£271.79
26/06/2023	95	Phoenix Link	Phone Charges - May 2023	S144 (Other Expenditure)	STC Minute Ref: 32.06.22 (V)	£50.39	£10.07	£60.46	£60.46
26/06/2023	95	Phoenix Link	Phone Charges - May 2023	Office Expenses (incl. Telephone)	STC Minute Ref: 32.06.22 (V)	£50.39	£10.07	£60.46	£60.46
26/06/2023	95	Phoenix Link	Phone Charges - May 2023	Coldhail	STC Minute Ref: 32.06.22 (V)	£50.39	£10.07	£60.46	£60.46
26/06/2023	96	Sage Global Services Ltd	Sage Payroll - June	IT Expenses (incl. Website)	STC Minute Ref: 32.06.22 (V)	£17.00	£3.46	£20.46	£20.46
26/06/2023	97	New Appointments Group	VIC cover week ending 06/06/2023	Staffing Contingency	Intern Clerk	£204.48	£40.00	£244.48	£244.48
26/06/2023	98	Training Highway	IT Support - June	IT Expenses (incl. Website)	STC Minute Ref: 32.06.22 (V)	£101.40	£0.00	£101.40	£101.40
26/06/2023	98	Training Highway	IT Support - June	IT Expenses (incl. Website)	STC Minute Ref: 32.06.22 (V)	£101.40	£0.00	£101.40	£101.40
26/06/2023	98	Training Highway	IT Contract - removal of 50% discount on Service Balance - STC	IT Expenses (incl. Website)	STC Minute Ref: 32.06.22 (V)	£106.00	£0.00	£106.00	£106.00
26/06/2023	99	Training Highway	IT Contract - removal of 50% discount on Service Balance - Museum (to be reimbursed by Museum)	IT Expenses (incl. Website)	STC Minute Ref: 32.06.22 (V)	£106.00	£0.00	£106.00	£106.00
26/06/2023	100	Global Cleaning Supplies	Toilet rolls for Quay Conferences	Quay Conferences - Other Expenditure	Intern Clerk	£59.84	£11.99	£71.83	£71.83
					Total	£1,110.24	£99.44	£1,209.68	£1,209.68

Date of Meeting	Print No.	Payee	Description	Budget Heading	Power of Expenditure	Net	Vat	Total	Actual Payments Made (Reconcile to Bank Statement)
28/08/2023	91	New Appointments Group	VC cover week ending 28/08/23	Staffing Contingency	Interim Clerk	£308.72	£91.04	£399.76	£399.76
28/08/2023	92	New Appointments Group	VC cover week ending 02/09/23	Staffing Contingency	Interim Clerk	£308.72	£91.04	£399.76	£1,201.31
28/09/2023	89	Training Highway	IT Support - June	IT Expenses (incl. Website)	Interim Clerk	£40.00	£0.00	£40.00	£40.00
					Total	£22,821.81	£748.48	£23,570.29	£23,570.29

**PETTY CASH - SANDWICH TOWN COUNCIL EXPENSES****STATEMENT TO 30th April 2023**

Cash as at 01/04/22	£6.18
Stamps as at 01/04/22	<u>£2.90</u>
	£9.08
Petty cash withdrawn	£0.00
<b>TOTAL</b>	<b>£9.08</b>

Stamps used from tin	£0.00
Spent Cash (Postage pre bought)	£0.00
Spent Cash (Not pre bought postage + other items)	
<b>SUB-TOTAL</b>	<u><u>£0.00</u></u>

Unused Stamps	£2.90
Cash in hand	<u>£6.18</u>
	<u>£9.08</u>
<b>TOTAL</b>	<u><u>£9.08</u></u>

## SANDWICH TOWN COUNCIL - GENERAL A/C - STATEMENT AS AT 31/05/23

**INCOME**

Balance Brought Forward 01/04/23 including MWNR Balance (£59,357.66) and other reserve balances (£16,999.04)	£448,696.34	
		<u>£448,696.34</u>
<b><u>Precept</u></b>	£278,538.53	
<b><u>Outside Sources</u></b>		
Black Allotment Rents & Water Contribution	£567.20	
Quay Conveniences	£458.99	
Green Waste Bags	£143.33	
Drill Hall	£3,650.00	
<b><u>Refunded From Functions</u></b>		
Deputies supper donations	£20.00	
<b><u>Internal Transfers / Adhoc Income</u></b>		
Refund from Photocopying	£0.20	
<b><u>S144 (Visitor Information Centre &amp; Tourism)</u></b>		
Visitor Information Centre	£30.00	
<b><u>Forecourt Income</u></b>		
Current Markets	£815.00	
<b><u>Miscellaneous Income</u></b>		
Difference between HMRC payments and amounts paid (timing difference)	£4,142.35	
Refund - STBF Salaries	£6,558.79	
Refund - STBF Guildhall Salaries	£36,969.77	
50% contribution from STBF Guildhall towards professional fees	£943.25	
Refund from Maidstone Borough Cnl re cancelled boat trip on 26th April	£40.00	
		<u>332,877.41</u>
<b>TOTAL</b>		<u><u>£781,573.75</u></u>

**EXPENDITURE**

<b><u>Vat Paid</u></b>	
VAT	1,779.15
<b><u>Mayoral and Civic Functions</u></b>	
Mayoral Expenses	199.90
Mayoral Travel	30.00
Mayor's Hospitality (Including Civic Events)	98.25
Mayor's Attendant & Uniform	78.81
<b><u>Staffing</u></b>	
Town Clerk & Office Staff	25,024.97
Contribution to Caretaking Staff	1,223.95
Staffing Contingency	2,456.72
Officers Travel & Parking Expenses	449.17
<b><u>Administration</u></b>	
Petty Cash	100.00
Peninsula Business (HR)	409.00
Office Expenses (incl. telephone)	298.48
Subscriptions & Memberships	1,606.70
IT Expenses (incl. Website)	1,103.15
Photocopier (Rental & Usage)	301.38
Bank Charges	111.40
<b><u>Insurance</u></b>	

Insurance - Public Conveniences and Boatmans' Chapel	224.00
Other Insurances (ie/ Liability & Slander)	4,563.61
<b><u>Public Conveniences</u></b>	
Quay Conveniences - Salaries	1,508.88
Cattle Market Conveniences - Salaries	864.46
Quay Conveniences - Other Expenditure	2,789.30
Cattle Market Conveniences - Other Expenditure	227.60
<b><u>\$144 (Visitor Information Centre &amp; Tourism)</u></b>	
S144 Salaries	1,462.04
S144 (Other Expenditure)	100.55
<b><u>Sandwich Open Spaces / Other Properties</u></b>	
Black Lane / Sandown Road Allotments	118.49
Boatman's Hill Chapel - Water Rates & Maintenance	163.77
Cow Leas	20.00
Drill Hall / Quayside Market	9,440.86
Fishergate	2,012.86
Bay Hall	2,734.33
<b><u>Reserves - Ring-fenced</u></b>	
Monks Wall Nature Reserve	416.66
<b><u>Miscellaneous / Unexpected Expenditure</u></b>	
Miscellaneous / Unexpected Expenditure:	
20's Plenty for Us - stickers and banners	187.80
Thomson Snell & Passmore - professional fees	1,886.50
<b><u>Guildhall and Forecourt</u></b>	
Contribution towards running of the Guildhall	113,750.00
<b><u>Guildhall Forecourt Project</u></b>	
Thursday Market Manager	450.00
Loan Repayment	6,016.74
	<hr/>
	<b>184,209.48</b>
<b><u>Items relating to Sandwich Toll Bridge Fund Account</u></b>	
STBF Salaries	6,558.79
	<hr/>
	<b>6,558.79</b>
<b><u>Items relating to Sandwich Toll Bridge Fund Guildhall Account</u></b>	
STBF Guildhall Salaries - Guildhall Caretaking and Cleaning	11,015.56
STBF Guildhall Salaries - Guildhall Administration	24,386.32
STBF Guildhall Salaries - Visitor Information Staff (Guildhall element)	1,445.20
Phone Charges (Guildhall share to be reimbursed)	100.56
	<hr/>
	<b>36,947.64</b>
	<hr/>
	<b>227,715.91</b>
<b>Balance at Bank as per Bank Reconciliation as at 31/05/23</b>	<hr/>
<b>TOTAL</b>	<b>£553,857.84</b>
	<hr/>
	<b>£781,573.75</b>
	<hr/>
<b>Bank Reconciliation as at 31/05/23</b>	
Current a/c	£553,857.84
Less: Outstanding payments	<hr/>
	£0.00
<b>TOTAL</b>	<hr/>
	<b>£553,857.84</b>
	<hr/>

**OUTSTANDING PAYMENTS**

£0.00

**Monks Wall Nature Reserve**

**Balance Brought Forward 01/04/23**

£59,357.66

**Expenditure**

**Warden Fees 01/03/2023 - 27/04/2023**

£416.66

**£416.66**

**Balance as at 31/05/23**

**£58,941.00**

Expenditure	Approved Budget 2023/24	Virements	Revised Budget 2023/24	Expenditure to Date	Balance to Date
<b><u>Mayoral and Civic Functions</u></b>					
Mayoral Expenses	£2,500.00		£2,500.00	£199.90	£2,300.10
Mayoral Travel	£1,800.00		£1,800.00	£30.00	£1,770.00
Mayor's Hospitality (including Civic Events)	£3,500.00		£3,500.00	£98.25	£3,401.75
Mayor's Attendant & Uniform	£8,970.00		£8,970.00	£78.81	£8,891.19
Cinque Port Functions & Subscription	£380.00		£380.00	£0.00	£380.00
Curfew Ringers Supper (not bell repairs)	£800.00		£800.00	£0.00	£800.00
Election Expenses	£6,000.00		£6,000.00	£0.00	£6,000.00
<b><u>Staffing</u></b>					
Town Clerk & Office Staff	£67,380.00		£67,380.00	£25,024.97	£42,355.03
Contribution to Caretaking Staff	£8,240.00		£8,240.00	£1,223.95	£7,016.05
Staffing Contingency	£2,000.00		£2,000.00	£2,456.72	£-456.72
Staff Recruitment	£3,500.00		£3,500.00	£0.00	£3,500.00
Staff Training	£2,000.00		£2,000.00	£0.00	£2,000.00
Officers Travel & Parking Expenses	£1,100.00		£1,100.00	£449.17	£650.83
Staff Salaries bonus pot	£670.00		£670.00	£0.00	£670.00
<b><u>Administration</u></b>					
Petty Cash	£130.00		£130.00	£100.00	£30.00
HR & Payroll	£1,280.00		£1,280.00	£409.00	£871.00
Office Expenses (incl. telephone)	£6,760.00		£6,760.00	£298.48	£6,461.52
Audit Fees	£3,500.00		£3,500.00	£0.00	£3,500.00
Subscriptions & Memberships	£1,930.00		£1,930.00	£1,606.70	£323.30
IT Expenses (incl. Website)	£15,000.00		£15,000.00	£1,103.15	£13,896.85
Photocopier (Rental & Usage)	£2,000.00		£2,000.00	£301.38	£1,698.62
Bank Charges	£800.00		£800.00	£111.40	£688.60
Health & Safety Provisions	£3,000.00		£3,000.00	£0.00	£3,000.00
<b><u>Insurance</u></b>					
Guildhall Insurance including contents	£600.00		£600.00	£0.00	£600.00
Insurance - Public Conveniences, Boatman's Chapel and Fishergate	£760.00		£760.00	£224.00	£536.00
Other Insurances including Public Liability	£3,390.00		£3,390.00	£4,563.61	£-1,173.61
<b><u>Public Conveniences</u></b>					
Quay Conveniences - Salaries	£8,370.00		£8,370.00	£1,508.88	£6,861.12
Cattle Market Conveniences - Salaries	£8,370.00		£8,370.00	£864.46	£7,505.54
Quay Conveniences - Other Expenditure	£10,350.00		£10,350.00	£2,789.30	£7,560.70
Cattle Market Conveniences - Other Expenditure	£1,000.00		£1,000.00	£227.60	£772.40
<b><u>S144 (Visitor Information Centre &amp; Tourism)</u></b>					
S144 Salaries	£18,770.00		£18,770.00	£1,462.04	£17,307.96
S144 (Other Expenditure)	£2,470.00		£2,470.00	£100.55	£2,369.45
<b><u>Sandwich Open Spaces / Other Properties</u></b>					
Black Lane / Sandown Road Allotments	£3,600.00		£3,600.00	£118.49	£3,481.51
Boatman's Hill Chapel - Water Rates & Maintenance	£120.00		£120.00	£163.77	£-43.77
Cow Leas	£350.00		£350.00	£20.00	£330.00
Donkey Paddock	£2,000.00		£2,000.00	£0.00	£2,000.00
Flowers, cleaning & maintenance of the War Memorial	£2,400.00		£2,400.00	£0.00	£2,400.00
Drill Hall / Quayside Market	£18,440.00		£18,440.00	£9,440.86	£8,999.14
Fishergate	£7,000.00		£7,000.00	£2,012.86	£4,987.14
Play Areas	£6,600.00		£6,600.00	£0.00	£6,600.00
Telephone Boxes	£250.00		£250.00	£0.00	£250.00
Bay Hall	£7,000.00	£206,368.34	£213,368.34	£2,734.33	£210,634.01
<b><u>Reserves - Ring-fenced:</u></b>					
Monks Wall Nature Reserve	£0.00	£59,357.66	£59,357.66	£416.66	£58,941.00
IT Reserve	£3,000.00	£10,500.00	£13,500.00	£0.00	£13,500.00
Highways Improvement Plan (H.I.P's) Reserve	£2,500.00	£4,359.04	£6,859.04	£0.00	£6,859.04
Drill Hall Reserve	£1,000.00	£2,140.00	£3,140.00	£0.00	£3,140.00
<b><u>Reserves- General</u></b>					
Operating Funds to be kept in Reserve	£40,000.00		£40,000.00	£0.00	£40,000.00
<b><u>Other Services</u></b>					
Green Garden Waste Bags	£1,400.00		£1,400.00	£0.00	£1,400.00
Disability Access Strategy	£2,500.00		£2,500.00	£0.00	£2,500.00
<b><u>Miscellaneous / Unexpected Expenditure:</u></b>					
Miscellaneous / Unexpected Expenditure:	£7,498.53		£7,498.53	£0.00	£7,498.53
20's Plenty for Us - stickers and banners	£0.00		£0.00	187.80	£-187.80
Thomson Snell & Passmore - professional fees	£0.00		£0.00	1,886.50	£-1,886.50
<b><u>Guildhall and Forecourt</u></b>					
Heating, Lighting, Water & Rates	£14,620.00		£14,620.00	£0.00	£14,620.00
Contribution towards running of the Guildhall	£113,750.00		£113,750.00	£113,750.00	£0.00
<b><u>Guildhall Forecourt Project</u></b>					
Thursday Market Manager	£3,000.00		£3,000.00	£450.00	£2,550.00
Loan Repayment	£12,040.00		£12,040.00	£6,016.74	£6,023.26

<b>Items relating to Sandwich Toll Bridge Fund Account</b>					
STBF Salaries	£0.00		£0.00	£6,558.79	-£6,558.79
<b>Items relating to Sandwich Toll Bridge Fund Guildhall Account</b>					
STBF Guildhall Salaries - Guildhall Caretaking and Cleaning	£0.00		£0.00	£11,015.56	-£11,015.56
STBF Guildhall Salaries - Guildhall Administration	£0.00		£0.00	£24,386.32	-£24,386.32
STBF Guildhall Salaries - Visitor Information Staff (Guildhall element)	£0.00		£0.00	£1,445.20	-£1,445.20
	£0.00		£0.00	100.56	-£100.56
<b>TOTAL</b>	<b>£446,388.53</b>	<b>£282,725.04</b>	<b>£729,113.57</b>	<b>£225,936.76</b>	<b>£503,176.81</b>
	<b>Approved Budget 2023/24</b>	<b>Virements</b>	<b>Revised Budget 2023/24</b>	<b>Income to Date</b>	<b>Balance to Date</b>
<b>Income</b>					
STC Balance carried forward from 2022/23 (less MWNR balance)	£122,300.00	£223,367.38	£345,667.38	£389,338.68	£43,671.30
Monks Wall Nature Reserve balance brought forward	£0.00	£59,357.66	£59,357.66	£59,357.66	£0.00
<b>Precept</b>	<b>£278,538.53</b>		<b>£278,538.53</b>	<b>£278,538.53</b>	<b>£0.00</b>
<b>Outside Sources</b>					
Black Lane Allotment Rents & Water Contribution	£5,290.00		£5,290.00	£567.20	-£4,722.80
Sandown Road Allotment	£300.00		£300.00	£0.00	-£300.00
Quay Conveniences	£5,800.00		£5,800.00	£458.99	-£5,341.01
Green Waste Bags	£1,500.00		£1,500.00	£143.33	-£1,356.67
Cow Leas Lease	£200.00		£200.00	£0.00	-£200.00
Drill Hall	£21,900.00		£21,900.00	£3,650.00	-£18,250.00
P22 Electricity Charge	£300.00		£300.00	£0.00	-£300.00
<b>Refunded From Functions</b>					
Deputies supper donations	£600.00		£600.00	£20.00	-£580.00
Curfew Ringers Supper	£450.00		£450.00	£0.00	-£450.00
<b>Internal Transfers / Adhoc Income</b>					
Museum payment for stock from Visitor Information Centre	£150.00		£150.00	£0.00	-£150.00
Refund from Photocopying	£60.00		£60.00	£0.20	-£59.80
<b>Monks Wall Nature Reserve</b>					
Income relating to Monks Wall Nature Reserve	£0.00		£0.00	£0.00	£0.00
<b>\$144 (Visitor Information Centre &amp; Tourism)</b>					
Visitor Information Centre	£1,000.00		£1,000.00	£30.00	-£970.00
<b>Forecourt Income (to be used for repayment of loan and other maint of Forecourt)</b>					
Current Markets	£8,000.00		£8,000.00	£815.00	-£7,185.00
<b>Miscellaneous Income</b>					
Difference between HMRC payments and amounts paid (timing difference)	£0.00		£0.00	£4,142.35	£4,142.35
Refund - STBF Salaries	£0.00		£0.00	£6,558.79	£6,558.79
Refund - STBF Guildhall Salaries	£0.00		£0.00	£36,969.77	£36,969.77
50% contribution from STBF Guildhall towards professional fees	£0.00		£0.00	£943.25	£943.25
Refund from Maidstone Borough Cnl re cancelled boat trip on 26th April	£0.00		£0.00	£40.00	£40.00
<b>TOTAL</b>	<b>£446,388.53</b>	<b>£282,725.04</b>	<b>£729,113.57</b>	<b>£781,573.75</b>	<b>£52,460.18</b>
<b>Bank reconciliation as at 31/05/23</b>					<b>£553,857.84</b>

**PETTY CASH - SANDWICH TOWN COUNCIL EXPENSES****STATEMENT TO 31st May 2023**

Cash as at 01/04/22	£6.18
Stamps as at 01/04/22	<u>£2.90</u>
	£9.08
Petty cash withdrawn	£100.00
<b>TOTAL</b>	<b>£109.08</b>

Stamps used from tin	£0.00
Spent Cash (Postage pre bought)	£0.00
Spent Cash (Not pre bought postage + other items)	<u>£93.85</u>
<b>SUB-TOTAL</b>	<b><u>£93.85</u></b>

Unused Stamps	£2.90
Cash in hand	<u>£12.33</u>
	<b>£15.23</b>
<b>TOTAL</b>	<b><u>£109.08</u></b>

# Annual Internal Audit Report 2022/23

## SANDWICH TOWN COUNCIL

www.sandwichtowncouncil.gov.uk

During the financial year ended 31 March 2023, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2022/23 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	✓		
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2021/22, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2021/22 AGAR tick "not covered")			✓
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.			✓
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations (during the 2022-23 AGAR period, were public rights in relation to the 2021-22 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set).	✓		
N. The authority has complied with the publication requirements for 2021/22 AGAR (see AGAR Page 1 Guidance Notes).	✓		
O. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.	Yes ✓	No	Not applicable

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

16/06/2023

Name of person who carried out the internal audit

John Donald Sheather

Signature of person who carried out the internal audit



Date

20/06/2023

\*If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

\*\*Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).



McCabe Ford Williams

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The Town Clerk  
Sandwich Town Council  
Town Clerk's Office  
Guildhall  
Cattle Market  
SANDWICH  
Kent  
CT13 9AH

SAN1/JDS/ES

19 June 2023

Dear Madam

We have recently carried out our internal audit for the year ended 31 March 2023. During the audit, we checked the following:

1. The cash book is kept up to date.
2. The bank reconciliation at 31 March 2023 was checked and agreed to the underlying records at that date.
3. Debtors and creditors at 31 March 2023.
4. Payroll procedures.
5. Ascertained the financial systems in place.
6. Sample checked the procedures surrounding income and banking for the period from 1 April 2022 to 31 March 2023.
7. Sample checked the procedures surrounding purchase order requests, purchase invoices and payments for the period from 1 April 2022 to 31 March 2023.
8. A sample of minutes were reviewed to ensure that correct financial procedures appear to have been followed and that financial effects of decisions reached were accurately recorded in the Council's records.
9. The period for the exercise of public rights and publication requirements for 2021/22 were correctly complied with.
10. The figures on the annual return were checked back to the accounting records and other supporting documentation.

Partners: Clair Rayner FCA DQIA Ian Pascall FCA John Sheather FCA David Boobbyer FCA Martin Humphreys FCCA Barrie Wright FCA  
Emma Andrews FCA CTA Ashley Phillips FCCA Leigh Jones FCCA Jonathan Fullarton FCA Mark Greenwood FCA  
Associates: Lee Phillips ACCA David Horn ACA FCCA

Also at: Ashford Cranbrook Herne Bay Maidstone Sittingbourne

Registered to carry on audit work in the UK, regulated for a range of investment business activities, and licensed to carry out the reserved legal activity of non-contentious probate in England and Wales by the Institute of Chartered Accountants in England and Wales



The following matters are brought to your attention:

- a) There were several errors on section 3 and 6 of the AGAR which have now been corrected by the RFO.
- b) Sample purchase invoice, number 324, as recorded within the purchase daybook was recorded with the value £60.68. this did not match to the copy of the invoice provided.
- c) We noted that payment number 224 which relates to an invoice for market management fees, should be reviewed in relation to the amount paid, which is significantly below the minimum wage rate, and could be considered an employed position.
- d) Bay Hall was added to the fixed asset register at a value of £325,000 however, given there is no specific adopted policy for a valuation method, the value has been reduced to £1 inline with the JPAG guidelines.
- e) Civic badges were capitalised in error and this has now been corrected by the RFO.

Yours faithfully



McCabe Ford Williams

Sandwich Town Council					
Area	Risk(s) Identified	Risk Level	Potential Impact	Management/Control of Risk	
Assets					
Security of buildings / property	Vandalism, fire, flood, leaks, weather and accidental damage	Medium	Medium	Buildings and property insured and reviewed annually.  Buildings reinstatement value reassessed annually. Alarm systems with automatic response for some buildings but not all - alarms ring through to Caretakers. Buildings secured outside working hours. CCTV coverage at Guildhall. Electrical inspection and PAT test annually. Boiler inspection annually. Lift inspection quarterly. Gas Safety inspection of gas annually. Fire extinguisher test annually. Smoke alarm checks quarterly. Fire alarm inspection and servicing quarterly. Chief Executive to ensure maintenance is completed in a timely manner and to a good standard. Budget setting to consider large scale maintenance / renovation work.  All buildings inhabited or regularly inspected.	Inspection schedule to be established by Asset Management Committee (for example, twice yearly inspection by Councillors, quinquennial inspection by Surveyor).
Maintenance of buildings/property	Inadequate maintenance of buildings, vandalism.	Medium	Medium	Insurance in place.  Town Sergeant to accompany Civic Insignia on all occasions.  High value items kept in a safe.	Inspection schedule to be set.  Buildings reserve to be planned in budget process.  Maintain existing procedure.
Security of Valuables (Artefacts and Insignia)	Loss, theft or damage.	Medium	High		Up to date insurance values to be maintained.
Finance					
Banking	Failure of bank.	Low	High	Up to £85,000 is protected by the Financial Services Compensation Scheme	
Investments	The Town Council does not have any investments at present.	n/a	n/a		Investment policy to be written and approved, should investments be made in the future.

## Sandwich Town Council

Area	Risk(s) Identified	Risk Level	Potential Impact	Management Procedures / Control of Risk	Review/Action Required
Adequacy of Precept	Precept sum inadequate.  Requirement not submitted in time.	Medium	High	Monthly updates on expenditure, income levels and cash flow to be reported, in order to improve budget planning. <b>4-year budget plan to be drawn up and monitored so that long-term budget sustainability can be monitored.</b> Budget and Precept considered by Finance Committee for recommendations and Full Council for approval each year. The precept deadline is noted and complied with by the RFO. Reserve funds equivalent to 3 months operational costs are included in the annual budget.	Maintain existing procedures.
Financial controls and records	Inadequate records leading to financial irregularities.	Low	Medium	Financial Regulations reviewed annually and updated in response to model documents indicated by National Association of Local Councils.  Internal and External Audit undertaken. All petty cash payments supported by relevant paperwork. No single purchase over the value of £50. Access to petty cash is controlled and restricted.	Maintain existing procedures.
Petty Cash	Payments not accounted for.	Low	Low		Maintain existing procedures.
Cash Received	Loss through theft or dishonesty.	Low	Medium	Cash reconciled and banked regularly. Unbanked cash locked in safe. Insurance covers loss of money from locked safes of up to £5,000. VIC cash to be removed into the office safe at least weekly. Cash in VIC cash register not to exceed limit of £200 . <b>The RFO or another delegated officer has control over the safe and keeps the safe key at their desk during the day.</b> Cash received has double check - <b>checked by VIC Staff / second check by RFO.</b> All cash received is double checked - <b>checked by VIC Staff / second check by RFO.</b> <b>Frontline staff use recording procedures in which to record all income received.</b> Staff are trained in identifying counterfeit money. <b>Where possible two members of staff attend the bank.</b>	Maintain existing procedures.
Banking Procedures	Theft from staff or theft / attack outside the building.	Medium	Medium	Banking to take place at irregular times and days of the week. Banking to take place with the use of a vehicle and should be done with the use of discreet containers / bags.	
Bank Reconciliations	Inadequate checks Bank errors.	Low	Medium	Bank reconciliations completed and taken to Council every month. Online bank statements checked on a regular basis during the month. NB this also assists with income and payment monitoring. <b>Mayor to verify bank statement against income and expenditure on a monthly basis and report to Council meeting.</b>	Maintain existing procedures.

Sandwich Town Council

Area	Risk(s) Identified	Risk Level	Potential Impact	Management/Control of Risk	Review/Action Required
Rental Income	Failure of tenants / hirers to settle invoices.	Medium	Medium	regular review of debtors and chasing outstanding Invoices.	Consider terms of payment and invoices. Review terms of payment stated in the Guildhall Hire Agreement form.
Budgetary Process	Inadequate budget preparation leading to inability to fulfil obligations.	Low	High	Budget considered by Finance Committee and Full Council. Income and expenditure considered at all full council meetings. Finance Committee receive reports on under and overspends during the year. Vire budgets to take place where necessary.	Maintain existing procedures.
Payments	Goods not supplied but invoiced. Invoices incorrect. Invoices unpaid.	Low	Medium	Manager with delegated authority to check goods or services have been received, when invoices are received. RFO / delegated authority to check invoices received against support paperwork / Purchase requisition. Payment schedule presented at Council meetings for authorisation. Any urgent payments made with delegated authority during the month, to be added to the next payment schedule. Clear audit trail of all expenditure.	Maintain existing procedures.
Approval of Expenditure	Unauthorised purchases. Fraud.	Low	Low	Use of purchase requisition form for all purchases. All forms to be checked and signed for accuracy and for budgetary control purposes by the RFO. All payment orders authorised by Council as per Financial Regulations. Anti-fraud and Corruption policy and Whistleblowing policy. Follow the delegated powers of expenditure.	Firm up the purchase procedure for officers.
Cheque Books	Loss of cheques. Fraudulent use.	Low	High	Cheque books rarely used any more but are kept in safe. No blank cheques signed.	Maintain existing procedures
Online Banking passwords / pin numbers	Unauthorised payments.	Low	Medium	Cards and readers to be kept in the safe. Passwords and logins to be kept in a secure location with the individual signatory.	
Cyber Security	Fraudulent invoices being paid. Council information shared incorrectly. Incorrect payments to staff.	Low	Medium	Cyber insurance to be in place. Written training to be given to RFO and CEO.	
Salaries		Low	Low	Timesheets to be reviewed by two employees. RFO administers payroll, checked by Chief Executive Subject to internal audit.	Maintain existing procedures.

Sandwich Town Council

Area	Risk(s) Identified	Risk Level	Potential Impact	Management/Control of Risk	Review/Action Required
Annual Return	Not submitted on time. Incorrectly completed.	Low Medium	Medium	RFO aware of submission dates. <b>Form is checked by internal auditor and final approval by Town Council.</b> <b>Annual training is given to RFO.</b>	Maintain existing procedures.
<b>Legal Liabilities</b> Ensuring the Council acts within its legal powers	Ultra Vires Acts incurring financial liability.	Low	High	<b>Chief Executive is undertaking CILCA training.</b> Responsible Finance officer is AAT qualified. Use of advice from Internal Auditor, KALC and SLCC. Members follow the code of conduct.	Maintain existing procedures.
Insurance	Inadequate cover or over insurance increasing costs unnecessarily. Areas not covered. Policy lapsed.	Low	High	Review of insurance with brokers annually.	Maintain existing procedures.
Compliance with Employment Law	Acts outside the Employment Law could lead to financial liability.	Low	Medium	Insurance approved by Full Council. <b>Annual update of asset values.</b> Contract with professional Peninsula Business Services for advice and insurers.	Update Asset Register.
Compliance with HMRC requirements	Payments missed. Year end returns inaccurate or submitted late.	Low	High	<b>Chief Executive and Councillor Friend are both HR qualified.</b> <b>Approval of all employment matters by ? (Subject to Committee review 21st June 2022)</b> <b>RFO using Sage Payroll which calculates HMRC Liability.</b>	Under constant review.
Health and Safety of Staff, Visitors and Contractors	Liability incurred if Council found to be at fault.	Medium	High	Subject to Internal Audit. Professional legal Health & Safety advice sought.	<b>Payroll training to be undertaken by the RFO.</b> <b>All Risk Assessments reviewed annually.</b>
Legal liability as a consequence of asset ownership.	Injury caused through fault with asset or incorrect training in operation.	Medium	High	Risk Assessments in place for all property. <b>Buildings and other assets inspected regularly by staff for faults.</b> PAT checks carried out annually. Employers liability insurance of up to £10,000 (for any one event) undertaken. <b>Appropriate training given.</b>	<b>Under constant review. Training Log to be established.</b>
Computer records	Reliability of system. Loss of data through system error or theft.	Medium	High	All data stored and backed up to two clouds - Live Drive and One Drive. IT service provider contacted whenever necessary. <b>IT training provided where necessary.</b> Professional anti-virus software.	Maintain existing procedures.

Sandwich Town Council

Area	Risk(s) Identified	Risk Level	Potential Impact	Management/Control of Risk	Review/Action Required
Tendering process	Procedures not followed for significant contracts. Best value not achieved. Fraud.	Low	Medium	Standing Orders & Financial Regulations to be correctly followed. <b>Tender documents can be opened by the Chief Executive in the presence of either the RFO or Facilities Manager</b> Contracts to be reviewed before renewal. Code of Conduct followed by Councillors.	Maintain existing procedures.
Register of Members' Interests	Not maintained in accordance with Code of Practice.	Low	Low	Up to date Code of Conduct adopted by Council. Register of Interests filed with DDC. Item on all council/committee agenda for declarations of interest. Filing system established and updated.	Maintain existing procedures.
Proper document control	Documents unaccounted for. No proof of documents received.	Low	Low	Data Protection Act & General Data Protection Regulation requirements in place. Documents stamped with date received and actioned by staff. Councillors' mail available for collection.	Maintain existing procedures.
Internal Financial Controls and Internal Audit	Proper financial controls not maintained. True financial position not known.	Low	Medium	Council has an Internal Financial Controls document and Financial Regulations that are considered and approved annually. Internal Audit reports submitted to the full Council for consideration.	Maintain existing procedures.
Administration Reports and records	Improper and untimely reporting of meetings via the minutes.	Low	Low	Council meets monthly to receive and approve minutes of meetings held in the interim. Minutes are made available to press and public at the Guildhall and via the Council website.	Maintain existing procedures.

## Section 1 – Annual Governance Statement 2022/23

We acknowledge as the members of:

### SANDWICH TOWN COUNCIL

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2023, that:

	Agreed		'Yes' means that this authority
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.			<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.			<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.			<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.			<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.			<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.			<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.			<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.			<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A

**\*Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.**

This Annual Governance Statement was approved at a meeting of the authority on:

DATE

and recorded as minute reference:

MINUTE REFERENCE

Signed by the Chairman and Clerk of the meeting where approval was given:

Chairman

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

WEBSITE [www.sandwichtowncouncil.gov.uk](http://www.sandwichtowncouncil.gov.uk) EMAIL ADDRESS

**Section 2 – Accounting Statements 2022/23 for**

**SANDWICH TOWN COUNCIL**

	Year ending		Notes and guidance
	31 March 2022 £	31 March 2023 £	
1. Balances brought forward	120,427	532,116	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	263,710	275,652	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	412,836	274,649	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	107,028	93,823	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	16,173	28,207	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	141,656	510,085	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	532,116	450,302	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).

8. Total value of cash and short term investments	552,151	448,696	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	889,981	890,982	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	675,792	665,588	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.
11b. Disclosure note re Trust funds (including charitable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The figures in the accounting statements above do not include any Trust transactions.

I certify that for the year ended 31 March 2023 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

**Signed by Responsible Financial Officer before being presented to the authority for approval**

*K Palmer*

Date

21/06/2023

I confirm that these Accounting Statements were approved by this authority on this date:

GD/21/06/2023

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chairman of the meeting where the Accounting Statements were approved

GD/21/06/2023

**To:** Sandwich Town Council Meeting of 26<sup>th</sup> June 2023

**Date:** 21<sup>st</sup> June 2023

**From:** Karen Palmer, Responsible Finance Officer

**Subject:** Review of Internal Audit

**Classification:** Not Confidential

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**Summary:** To request that the Council approves the appointment of an internal auditor and confirms the work to be undertaken by the internal auditor.

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Regulation 5 of The Accounts and Audit Regulations 2015 states that:

*"A relevant authority must undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes, taking into account public sector internal auditing standards or guidance."* The same Regulations require a local authority to review the effectiveness of internal audit on an annual basis.

A local council must appoint an internal auditor who is independent of the day to day transactions of the council and its members. The auditor should not be a member of the council. The auditor may be anyone who, in the opinion of the council is competent to carry out the work and does not have to be a qualified person. They can be paid for their services.

In June 2019, in response to an imminent increased level of external audit by PKF Littlejohn due to higher expenditure levels, the Council opted to appoint Emma Stevens of McCabe Ford Williams, based in Dover. Emma had been carrying out independent reviews of the Sandwich Toll Bridge Fund over the previous few years. She also audits Deal and Dover Town Council, and she is therefore experienced with The Governance and Accountability Return for Smaller Authorities.

Emma has just completed the audit of the Sandwich Town Council 2022/23 accounts, and McCabe Ford Williams have just submitted their report.

McCabe Ford Williams have an electronic portal for secure document exchange, and this has worked very well. I have found Emma to be helpful and thorough throughout the audit, which has been important as the level of audit has been much more extensive during the last few years.

#### Fees

The Sandwich Town Council Audit budget is required to cover the cost of the internal review by the Independent Internal Auditor, and the cost of external Audit.

Mazars have recently been appointed as external auditor by the Smaller Authorities' Audit Appointments Ltd (SAAA) for all local government smaller authorities who are subject to the

limited assurance regime, for 5 years commencing with the audit for the 2022/23 financial year. Please note that local councils do not have any involvement in this appointment.

Our current IIA, McCabe Ford Williams has quoted £1,450 (net of vat) for the internal audit of the 2023/24 accounts, compared with £1,375 quoted for the 2022/23 review.

The fees that Mazars charge are on a sliding scale, according to expenditure / income levels. The 2022/23 charge is expected to be £1,365, (net of vat) slightly higher than the 2021/22 charge, which was £1,300. The £350,000 contribution made to Dover District Council in June 2022 for the Guildhall Square refurbishment has increased the expenditure levels this year.

Please note that the audit of 2023/24 accounts will take place during 2024/25. Costs may increase and I would suggest the 2024/25 Audit budget required should stay in the region of £3,000.

Actions:

- (i) Please can the Council consider whether to appoint Emma Stevens from McCabe Ford Williams to conduct the 2023/24 internal audit?
- (ii) The Council should also consider whether any amendments need to be made to the following list of audit items quoted by McCabe Ford Williams?
  1. Checking the bank reconciliation at the year end.
  2. Ensuring the cash book is kept up to date.
  3. Checking debtors and creditors at the year end.
  4. Checking the payroll procedures.
  5. Ascertaining the financial systems in place.
  6. Sample checking the procedures surrounding income and bankings for the year.
  7. Sample checking the procedures surrounding purchases and payments for the year.
  8. Reviewing a sample of minutes to ensure that the correct financial procedures appear to have been followed and that the financial effects of decisions reached were accurately recorded in the Council's records.
  9. Reviewing the Council's risk assessments.
  10. Reviewing actual results against budget.
  11. Reviewing the asset register.
  12. Checking the figures on the annual return back to the accounting records and other supporting documentation.

**Sandwich Town Council**

**Guildhall Square Working Group Meeting**

**Friday 9<sup>th</sup> June 2023**

**Guildhall**

**Those Present: Cllr Dean Marie (Chair), Cllr Clare Ungerson, Cllr Colin Wiles, Cllr Peter Breen, Cllr Mark Moorhouse, Cllr Emmet Csuka, Cllr Simon Mallett, Steve Laslett, Carole George.**

**AGENDA**

**1) Chair's Opening Remarks**

The Chair, Cllr Dean Marie welcomed those present and apologised for not being able to organise a meeting sooner knowing that there were urgent issues to resolve. Members of the public were welcomed, and the Chair explained that this was a meeting in public and he would invite questions from the public at the end of the meeting although he had specifically invited market traders to attend and may call on them for information during the meeting.

The Chair noted that there were no requests from the public to speak at the meeting.

**2) Apologies for Absence** – there were no apologies for absence. Cllr Breen apologised but stated that he would have to leave the meeting at 7pm.

**3) To introduce the Committee and Consider and appoint Co-optees:**

Five additional Sandwich Town Councillors have agreed to be members of the working group it having been decided at the last Heritage and Townscape Meeting that Cllr Dean Marie should Chair the Meeting. The five STC Councillors were.

Cllr Colin Wiles,

Cllr Simon Mallett

Cllr Peter Breen

Cllr Mark Moorhouse

Cllr Emmet Csuka

**The Chair then proposed that.**

Steve Laslett Sandwich Community Events, and Carole George Town Team Member become co-opted members. This was agreed and formally proposed by Cllr Mallett and seconded by Cllr Ungerson, the vote was then carried.

The Chair explained the interim Town Clerk was unable to attend the meeting and that he had approached Carole George to take the Minutes of this meeting which had been agreed by the Town Clerk.

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**4) Declaration of Interest**

**To receive any declaration of disclosure pecuniary interest from Membership respect of business to be transacted on the agenda.**

Steve Laslett did declare that he owns the freehold of The Sandwich Shop which adjoins the Guildhall Forecourt and that the shop is leased by his brother who runs the business from the premises.

**5) Purpose of the Working Group and Members of this Team**

To receive and consider a report/information on how the management of the Guildhall Square should be formalised following the completion of the groundwork. We should remember that any items that we believe or agree require funding will be listed and will be taken back to STC along with our recommendations.

Prior to proceeding Cllr Wiles commented on the proposed name for the Guildhall Forecourt, this having been discussed at a previous STC Meeting. The proposal was that in future the Forecourt should be called The Guildhall Square. Steve Laslett explained that this had also been discussed at a "New Vision for Sandwich Meeting" some years back that the Forecourt should be known as Sandwich Centre or Square. It was believed that this was an opportunity to rebrand the new space. It was agreed to take this back to Council recommending space should be named The Guildhall Square. **Action-** The title Guildhall Square to be included in the final report to Heritage and Townscape Committee.

**Main Agenda the Chair explained that he had changed the order of the items on the Agenda and proposed that the first item for discussion would deal with Cllr Breen's List of questions to be asked of the DDC Project Manager David Parish.**

**6) A completion of the works approach, Sandwich Town Council would like to understand.**

A copy of the Cllr Breen List is attached at the end of the Agenda and covers four separate headings.

- 1) Extent of Tests on Completion
- 2) Operational Requirements
- 3) Maintenance Procedures
- 4) Contractual Arrangements

Cllr Breen explained his interest was in the engineering work and the completion of the Guildhall Square and the safety of the public and protection of STC future liability. In doing so he was keen to ensure that the Contractor has covered all appropriate tests and has completed the work in line with the Construction, Design and Management Regulations. This should be covered in an Operation File with all aspects of the construction listed and signed off. The File is a live document that can be viewed at any stage of construction and should be signed by the Contractor on completion of the work and handed to DDC. The File should be scrutinised and agreed with DDC prior to STC taking over the ownership and responsibility of the Guildhall Square and STC should be satisfied that all the elements, as listed in the document produced by Cllr Breen are covered.

Cllr Breen believes that it is essential that he meets with the DDC Project Manager and is given site of this File while carrying out and inspection of the work that has been carried out, he can be

satisfied, on behalf of STC, that all aspects of the Construction, Design and Management Regulations have been met.

The Chair stated that the interim Town Clerk had sent David Parish, DDC Project Manager a copy of Cllr Breen list and that late that afternoon a small number of issues had been addressed although most of the questions on the list remained unanswered.

Cllr Ungerson then commented that in her opinion the checks required would take time and that some of the checks would not be completed until after the completion date and the Contractor might then have no liability for any ongoing issues, Cllr Ungerson was also concerned about the maintenance and irrigation of the Trees. With respect to the trees confirmation was received that an irrigation system has been built into the construction.

Concerns were raised with respect to the completion date as the original schedule for completion was the end of May. STC has never been included or seen a copy of the Contract or have been given a completion date and believe that they have been treated very shabbily given their £350K that they are contributing to this development. Information now available from the Project Manager indicates that the main square would be complete by the end of June with the remainder of the work (possibly the Ancient Highway/ snagging) by mid-July. Steve Laslett raised the issues of the serious damage that the delays are having on the businesses.

The Chair confirmed that the Contractor/Project Manager had passed a certificate of safety for the electrics on the Quay for Le Weekend, although Cllr Simon Mallett explained that for this specific festival the original electrics would be used.

Cllr Wiles stated that as the Guildhall Square Committee had been given full delegated powers by the Council to urgently move these issues forward, especially given the need to have the Square fully open and operational for the Folk and Ale Festival scheduled for 29<sup>th</sup> June. Steve Laslett confirmed that had he known these delays were likely he would have cancelled Le Weekend.

**Action** – It was agreed that Cllr Breen, via the interim Town Clerk, would make contact with David Parish in order to arrange an urgent meeting for, Monday 12<sup>th</sup> or the morning of Tuesday 13<sup>th</sup> when David Parish who has already arranged to be in Sandwich for a meeting with Richard Harris, Festival Organiser. Cllr Breen will take the lead on this subject, proposed by Cllr Wiles, seconded by Cllr Ungerson and agreed by all those present.

**The Chair stated that he had revisited the Agenda Items listed by himself and the Interim Town Clerk and had now ordered them into two sections, the first list dealing with administrative activities with no financial implications, the second list were items that would require funding and therefore would have to be ratified by STC.**

**6) Layout of new Square - maximum available space - This is covered in Item 4 noted of PB list. The Chair asked if anyone had seen a copy of the original scaled map detailing the position of benches/trees etc. As many of the original plans had now changed the original map was no longer fit for purpose. There was also an agreement that available space could not be properly defined until**

the Square was completed. Cllr Breen confirmed that there should be a map/drawing in the Construction, Design and Management File. Cllr Mallett asked if there would be a defined access route for emergency vehicles on the Square. The Chair confirmed that this would be available. Steve Laslett raised a query regarding the original design showing two vehicle access routes, entry and exit along with a turning point. It would appear that under the current plan there is only one route/dropped curb covering access for on/off vehicles. He suggested that this was a design issue and from previous experience a safety issue and asked if this could be reviewed and included prior to completion of the construction.

**Action** – It was agreed that Cllr Breen should include this item under his remit and discussion with David Parish.

### **7) Review Guildhall Square Hire Agreement**

There were three separate Agreements although in they were all similar covering identical subjects.

1) Thursday Market

2) Regular Commercial Hire of the Guildhall

3) Standard Conditions for the Hire Guildhall Square

Cllr Ungerson asked for confirmation of current Charges. These are listed below:

£25 per day for a pitch 3mx3m over 3mx3m £50 per day but this drops to £20 and £40 between 14<sup>th</sup> January and 1<sup>st</sup> April.

Electricity is charged at £1 per hour per day.

Currently Market Traders are charged £10 per day while they remain on the Car Park. It was established that traders using the Deal Market on a Saturday are charged £15 and get free parking. The Market Traders view is that increasing the fee would ensure that current stall holders considered their position as traders in Sandwich as financial margins were already tight and in their opinion such a step would do nothing to encourage the expansion of traders.

The decision was made that the Sandwich Market was a separate issue, and a structured meeting should be organised that would include - A Plan, Launch Date, Gaining New Traders, possibly a rent-free period Advertising and a Re-Launch Programme. This would include feedback from the market traders and reasons why certain traders had left. Review any plan that the Market Manager had for the future.

Steve Laslett asked if there was an intention to charge stall holders operating at Sandwich Events. The Chair said that in his opinion they should not be charged as they bring business into the Town. It should also be remembered that the events are STC Events managed by volunteers with grants being given to events organisations by STC therefore in principle was STC looking to claw back money that they had already given out in a grant?

Cllr Ungerson stated that the issues of Fees should be brought to the Finance and General Purposes Committee.

The Chair pointed out that given this item had funding implications the issue of fees had been set out later on the agenda and should be addressed again later.

Cllr Wiles suggested that someone should review all three Agreements and amalgamate them into one document, this to be discussed at the next meeting.

**Action:** - A separate meeting be organised to specifically deal with the Market Issues.

Financial implications become an agenda item for Finance and General-Purpose Committee

#### **4) Alcohol Licence**

##### **This is listed under Conditions for Commercial Hire of the Guildhall Item 6 Liquor Licence**

The Chair read a statement asking do the members have a view on who should hold this licence? It should be remembered that the licence holder must be present during any event. Option available are The Event Organiser, The Hospitality Venue Manager or a Guildhall Licence Holder.

Currently every Event Organiser applies for an individual licence for each event, and this remains in their possession throughout the period of the event. This system appears to work well, and the opinion of the committee was that we should keep the status quo.

**Action** – Recommendation on that the current system of applications for Alcohol Licenses remain in place for the foreseeable future - to be included in the Chairs Report.

#### **5) Public Space Protection Order**

There is reference to Insurances Item 8 Market Regulations stating All Stallholders shall hold a valid insurance policy for Public Liability. Also, Item 9 Conditions for Commercial Hire (this is a disclaimer from STC).

Currently a Public Space Protection Order is produced by DDC published and displayed on notice boards. This states that there should be no alcohol drunk on the Square at any time, however this does not include the period of time when Events are taking place. Steve Laslett believes that there can be no blanket ban on the consumption of alcohol on the Square giving the example of The Sandwich Shop who used to hold an alcohol licence allowing customers to drink on the Square. Likewise, it is not illegal for members of the public who purchase their own alcohol to consume this while sitting on the Square or anywhere in Sandwich. This can only be challenged if the individual behaves in a drunken or unruly manner but even then, the only person that could enforce an individual drinking in a public space is a uniformed police officer. The same rule is applicable during Festivals when a Festival Organiser or Steward cannot stop a member of the public from drinking in a public place but would need to call the police if said member of the public became unruly. The Chair stated that the Market Inn already has a DDC Licence to have tables and Chairs on the Square, although the business is now under new management and the license may have to be applied for again.

Cllr Ungerson expressed concern that given these explanations it would appear that current Order is void.

**Action** – Clarification is required regarding Public Spare Protection Orders. Acting Town Clerk to gain information from DDC.

#### **6) a -Cleaning of Guildhall Surface for possible spills /contamination for vehicles?**

The cleaning of/how to clean/who might be responsible for the new surface of the Square is listed under Section 2 item b) in Cllr Breen Report.

There is reference to the responsibilities that Market Traders have for a cleanup operation /cost should their vehicles/stalls cause damage to surface of the Square. See documentation Market Regulations Item 6.2 and in Conditions for Commercial Hire Item 12.

While the Market Manager would take responsibility for checking for damage any issue can only be dealt with by Sandwich Town Council as they are the owners of The Market.

This leaves the question of who might be responsible for the regular cleaning and washing of the Square.

**Action a)** Review the current documentation re Market Regulations and Conditions for Commercial Hire.

b) Await information from Cllr Breen regarding materials than should be used on the surfaces of the Square for cleaning purposes.

**b – How to deal with the issue of Pigeon Droppings?**

This is an ongoing problem, and the new surface of the Square is already suffering from pigeon droppings. The Chair explained that this was a problem brought to STC last year with a proposal to remove the pigeons however one council member voted against the proposal and so the issue remains., The Chair said that he would raise this again on the STC Agenda and have Pest Control visit however a long-term solution for deterring the pigeons should be found.

**Action – Issue and solution to be raised at STC by Cllr Dean Marie.**

**7) Vehicles on the Square**

Market Regulations Item 5.2 - This currently deals with permission being given to stall holders by the Market Manager to bring vehicles onto the square. It does not say vehicles can't be left on the square while the traders are working however this was verbally changed by the CEO in preparation for the commencement of work on the Guildhall Square and currently Market Traders are not permitted to drive their vehicles onto the Square or to leave their vehicles on the Square while they trade.

The Chair invited comments on vehicles parking on the Square on Market Day and Events. Consideration to damage caused by vehicles moving on/off the square driving around and then returning although it is believed that the weight of a vehicle should not affect the stone surface as it has to be fit to take emergency vehicles. The issue of Market Traders parking fees should also be reviewed as this was adding a further £9.00 per day to their costs and was not helpful if STC were looking to attract more traders and grow the Market. Members were also advised that there used to be 15 regular traders on Market Days, but many existing traders left when they were informed that they could no longer keep their vehicles with their stall. An issue might arise if the market expanded to a level where vehicles were then taking the space of stall holders. Allowing the traders to keep vehicles on the Square during trading hours would also free up additional car parking spaces in the Cattle Market Car Parks so increasing Council income. Some Traders (market or Festival vehicles) would require continuous access to electricity and certain traders used their vehicles for refrigeration, heating and storage and sold directly from their vehicles. For certain commodities access to storage from traders' vehicles are essential.

Other issues raised with respect to Food Handling Certificates, Traders Insurance etc. that had never been requested with traders informed to keep them for inspection should they be needed. It was agreed that copies of these should be inspected and kept on file by STC. Cllr Wiles asked why clear price labels and scales were not visible on the green grocery stall. Traders that were present thought that labels were displayed, however it was established that it against the law not to have clear prices tags on each item and that if the commodity is labelled by the kilo/lb then it must be weighed accordingly. Traders did not often see the Market Manager but agreed that Andy Styles was a key person to assist in setting up and dealing with day-to-day issues. It was also noted that no Contract could be found, that included the Terms and Condition for the Market Manager.

Steve Laslett put forward a proposal to allow vehicles to remain on the square in principle but the specific conditions being thought through. This is a complex issue and the Chair proposed that this topic should be the focus of the next meeting.

The Chair asked if any of the Traders had information on a plan for the future of the market, which they didn't and they were asked if they would welcome a Saturday Market which they agreed that they would welcome. Cllr Wiles stated that the Market Manager should be invited to the next meeting to present her ideas and a plan for a future. Currently the Market Manager reports to the Town Clerk.

**Action** – Markets and Events should be the focus of the next meeting.

**The Chair stated that the next six items on the agenda all have cost/funding implications.**

### **8) Additional Signage for VIC**

The Chair asked if a decision been made regarding the position of the VIC.

The committee was informed that no decision had yet been made. The Chair added that once a decision was made consideration should be given to the design and purchase of signage including improved and attractive signage for the roads leading into the Town.

**Action** – Signage and costs to be reviewed once a decision has been made regarding the permanent position of the VIC.

### **9)Uniformed Gazebos**

Cllr Ungerson asked if this was something stall holders, market traders would want. Representatives attending said they would welcome this, as it is available at Deal Market and they did not incur hire fees, they looked smart adding prestige to the Market offering and is also safer as meets all the Health and Safety Standards. Steve Laslett did explain that it takes four handlers to erect a Gazebos therefore STC manpower would have to be a consideration along with storage facilities.

**Action** – more information was required, and Deal should be approached to establish how this is managed and what it costs to operate Deal Market.

### **10)Tables and Chairs**

It was established that Uniformed tables and chairs for the Guildhall Square was purely visionary with no actual plans to do this. The main idea was that the Square should attempt to replicate a cafe culture with each establishment using their own to distinguish their individual brand.

**Action** – None to be taken.

### **11) Hire Fees**

Market Regulations Item 3 Operating Times, Fees and Measurement of Stalls Sub item 3.1.3 deals with charges

£25 per day for a pitch 3mx3m over 3mx3m £50 per day but this drops to £20 and £40 between 14<sup>th</sup> January and 1<sup>st</sup> April.

Electricity is charged at £1 per hour per day. It was not known how this cost been calculated and it was thought impossible to accurately measure the electricity consumption/costs.

**Action** - This subject had already been discussed and the action agreed under Item 7 of this Agenda.

### **12) Expansion of the Market and its Future Development**

As the Market Manager was unable to attend the meeting the Chair asked the Traders if they were aware or had been informed of any plans to promote or expand the market. The traders present were not aware of any plans. Asked if they would support a Saturday Market there was a unanimous yes.

### **13) Long Term Vision on How the Market should be Managed and by whom**

Following on from Item 12 The Chair suggested that there should be a debate about views in general regarding market management asking.

Given that time is now critical with the Square shortly to be completed should we leave the status quo with the current Market Manager, set a review date (It would be helpful if a Contract could be found) and gain her ideas/plans for the future.

Should this be put out to tender?

Should a new STC Business Manager/Project Manager be appointed and should this be included in his/her brief along with promoting events and hires in the Guildhall, Weddings, Parties, Markets Visitors Centre etc.

Cllr Ungerson stated that it was too soon to make any decisions with regarding to the Guildhall staffing structure or areas of responsibility as a permanent Town Clerk should first be appointed and then pending his/her views a staff meeting should be held to discuss and gain their ideas on how the Guildhall administration should be organised, along of course with budgetary implications.

Cllr Wiles was of the opinion that members had already agreed that the focus of next meeting should be a detailed discussions about the future of the market would be the main agenda item.

**Action** –a) Long Term plans for reporting structure to be decided at a future date.

b) Expansion and promotion of the market to be the main agenda item for the next meeting.

## **AOB**

### **Lessons Learnt Event**

Cllr Emmet Csuka suggested that an STC Review should be organised with stake holders, to review the Guildhall Square Development in order that lessons can be learnt for any future projects that are undertaken. This should be an evidence-based review, fully documented and kept on file for reference.

**Action** – This recommendation was agreed. The Chair to take this item forward (DDC project Manager has agreed to this meeting)

**Date of next meeting.** the next meeting should be held with two week and The Chair will confer with the Interim Town Clerk within the 78 hours to agree a suitable date.

## **END OF MEETING**

## **sandwich Town Council: Guildhall Courtyard**

As completion of the works approach, Sandwich Town Council would like to understand:

### **Extent of Tests on Completion**

What tests are to be carried out by whom, who witnesses and what certificates will be issued to confirm:

- a) That the new paving works are self-draining
- b) That surfaces are smooth and comply with specification, especially in respect of residents with mobility issues, and are free of tripping hazards
- c) That the drains are clear of all debris and flushed
- d) That any electrical services are commissioned and certified
- e) That any irrigation services to the trees are commissioned and certified

### **Operational Requirements**

When and what operational information will be provided to STC as the end user in respect of:

- a) Any vehicle load restrictions for traders, shop owners and other vehicles that are associated with town events. It is noted that paving slabs of different thicknesses have been used and therefore there may be differing requirements in different areas.
- b) The procedure to be used in the event of spills or leaks eg vehicle engine oil including the cleaning materials and equipment needed
- c) Operation of any irrigation system to trees
- d) Operation of any power to the area eg lighting together with details of spares
- e) Isolation points for water mains and other services especially for shops
- f) Details of signage and method for fixing and signage required in the future
- g) Arrangements for handover of manhole keys

### **Maintenance Procedures**

Concern has been expressed by residents that the York stone paving will become slippery when wet and covered with algae. Please provide:

- a) Details of maintenance procedures including frequency, equipment needed for paving, setts, drains and services provided.
- b) Arrangements for the storage of spare setts, slabs and all other parts together with details of original suppliers

### **Contractual Arrangements**

As the works are now at an advance stage, please advise:

- a) Dates for Sectional or Final Completion
- b) Takeover arrangements including list of snags or defective work
- c) Defects liability period
- d) Copy of all as-built drawing showing exact locations of services and isolation points
- e) Details of the final cost and amount of retention

<b>Report to Councillors and Members of: Sandwich Town Council</b>
<b>Meeting scheduled for 26<sup>th</sup> June 2023</b>
<b>Report from: Cllr Ungerson</b>
<b>Date: 21<sup>st</sup> June 2023</b>
<b>Subject: Disability Access Strategy for Sandwich</b>
<b>Classification: General</b>
<b>Purpose of report:</b>
<p>To consider this report from Cllr Ungerson and to consider the recommendations therein.</p> <p>The Town Team originally promoted the Disability Access Strategy for Sandwich. Two papers were written for the Town Team by Clare Ungerson and Chris Elvin. The first paper provides the rationale for such a strategy, the second describes the problems Chris and Clare encountered when they both, on a quiet Saturday afternoon, moved into and around the town on mobility scooters. The second paper suggests a number of short-, medium- and long-term changes to the urban infrastructure of Sandwich that would improve accessibility for both residents and visitors.</p>
<b>Content:</b>
<p>The Town Council, in 2021, adopted these foundational papers and set up a Disability Access Strategy Working Group, led and chaired by Cllr Tony Broun. On the resignation of Cllr Broun and the subsequent election, in the February 2022 by-election, of Clare Ungerson to the Council, the Council appointed Cllr Ungerson, in March 2022, to be the chair of the working group.</p> <p>The Working Group met regularly until the end of 2022. Both DDC Councillor Dan Friend and KCC Councillor Sue Chandler, along with Carole George and Richard Ralph from the Town Team, and Chris Elvin, a disabled Sandwich resident, attended. Our one achievement has been to get the pole across the bollards at the top of Milk Alley removed - a quick and simple fix which has made a considerable difference to accessibility at that end of the town.</p> <p>A small budget (£2000) is available for 2023/24 to help fund Disability Access projects.</p> <p>In December 2022, the Council agreed that the question of accessibility is a long-term issue, and that this Working Group should be a standing Working Group.</p> <p>It is necessary now to</p> <ol style="list-style-type: none"> <li>a) revive the Working Group and make the membership of this Working Group conform to the Terms of Reference adopted by the Council for all Working Groups.</li> <li>b) build on work which has already been started to improve accessibility from the Quay car park to the centre of town.</li> <li>c) develop further projects that will improve accessibility, as outlined in the foundational papers.</li> </ol>
<b>Recommendations:</b>
<ol style="list-style-type: none"> <li>1. That the Council support this proposal to revive the Disability Access Strategy Working Group.</li> <li>2. That Cllr Ungerson continue, for the time being but not indefinitely, to chair the group.</li> <li>3. That up to four further councillors come forward to be members of the group.</li> </ol>

## AN ACCESS STRATEGY FOR SANDWICH

### The problem

- The central core of Sandwich, largely bounded by the one way system, contains all its small and independent shops and many of its most historic buildings.
- Pavements are too narrow for people in wheelchairs, on mobility scooters, pushing large prams and buggies, to negotiate. This means they often have to move into the road.
- Roads in central Sandwich are dangerous. Traffic is subject to a 20 mph limit, but it often moves faster than this. In the core area where traffic usually does move slowly, nevertheless the safety of the many pedestrians and people with mobility problems is compromised because they are forced, by narrow pavements, into using the roads to get about.
- Electrified vehicles, which within the next decade will become the predominant mode of motorised transport, will make this dangerous competition between pedestrians and cars worse, since they are silent.
- Many Sandwich shops are inaccessible to people in wheelchairs and on mobility scooters. Dropped kerbs, which would allow people on mobility scooters to mount the pavement and thence enter the shop, are very few and far between. For example, there is no dropped kerb outside the one remaining bank (Nationwide) and the dropped kerb outside the chemist (Boots) is next to a parking space and is often obstructed by parked cars.
- Sandwich residents are relatively elderly compared to many other towns in East Kent and beyond. It is to be expected that as residents age they will find shopping in central Sandwich increasingly difficult, dangerous and unattractive. If Sandwich shops are to survive the era of post Covid internet shopping they need to be accessible and safe.
- For those with mobility issues, moving between important Sandwich access points, such as the Quay car park, the railway station, the Cattle market car park is very difficult. Even traffic free walkways such as the Butts and the Rope Walk are obstructed by steps and bollards.
- Sandwich is a tourist destination. As such it is in competition for visitors with other East Kent towns which are relatively more disability friendly than Sandwich. Deal, with its largely pedestrianised High Street, is a good example of a bustling (and award winning) town centre which is nevertheless a comfortable space for people with mobility issues.

### Arguments in favour of action

- The repaving of the Guildhall Forecourt will make that important space far easier to negotiate by people on wheels. There is little point in reconfiguring the Guildhall Forecourt if it remains very difficult to move beyond it. This is an opportunity to reconsider the question of access to the rest of historic Sandwich - and reconfigure it. This is a pragmatic and opportunist argument.
- Economic arguments around the short term cost of change (eg the cost of introducing more dropped kerbs) need to take account of, and be balanced by, the likely long term gains in terms of safety, security, customers and visitors.
- Principled arguments can be made in terms of human rights (the right of disabled people to gain access), and democratic values of, on the one hand, individual autonomy and independence for all, and, on the other, community support and the pooling of risk.

### Alleviation of these problems

- All means of alleviating these issues should be considered.
- The development of solutions should involve all stakeholders, including older people, people with disabilities, parents, Sandwich shopkeepers, Sandwich hospitality venues, Sandwich Town Council, the Town Team, Age Concern Sandwich, The Sunflower Dementia Care Centre at Age Concern, Dover District Council and its Sandwich councillors, Kent County Council and its Sandwich councillors, the MP for South Thanet.
- The Town Team in the first instance should adopt this document as an integral part of its 'Vision for Sandwich' and develop a 'road map' - with a view to making Sandwich a safe, accessible and attractive place for all.
- The 'road map' should include an awareness raising campaign and a communications strategy, with a view to generating community based discussion of these issues.
- The goal should be to implement improvements as quickly as possible, at least within the next two years.

**Clare Ungerson**

**February 2021**

## APPENDIX ONE

### **A TRIP INTO SANDWICH AND THROUGH THE TOWN ON A MOBILITY SCOOTER A report on an experiment**

**April 17, 2021**

**Clare Ungerson and Chris Elvin<sup>1</sup>**

#### General remarks

Chris Elvin and Clare Ungerson ventured out on small mobility scooters on the Saturday afternoon of Prince Phillips' funeral. The traffic and town were both unusually quiet, but we nevertheless encountered hazards which Clare found terrifying, but which Chris, who routinely uses a mobility scooter, has had to live with for a number of years. We used mobility scooters which are small and can be disassembled and reassembled with ease - they can be packed inside a car boot. It is legal to drive them on pavements, up to a maximum speed of 4 miles an hour. They do not accelerate quickly. A disabled person driving one is unable to dismount easily and thus get out of trouble - unlike a cyclist.

#### Our journeys

##### 1) From Poulders Gardens to central Sandwich

We moved off from Poulders Gardens aiming for the town centre via Woodnesborough road. At many points in our journey we were forced to use the road rather than the pavements because there were no dropped kerbs to allow us to cross roads and lanes that run into Woodnesborough road. That road can be busy - it is a bus route and large Co-op delivery lorries use it - and the fact that it is straight means the traffic can be speedy. At one point we had to cross the road knowing that the slope in the road could be obscuring fast moving traffic that might not be able to see us. We used our ears to assess the risk, but noted that in future, given electric vehicles, our ears will not be helpful.

We noted that there are occasional dropped kerbs along the Woodnesborough road but they seem random - quite often there may be one rather than a pair, or the dropped kerb is there because a home owner has had one installed. Sometimes the dropped kerb is not actually that helpful because it's still too high or there is something about it - cobbles or stones - which make it hazardous. There were moments when we had to move into the

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<sup>1</sup> We are very grateful to Dave Clark of Sunny Days Mobility of Dover for lending us a mobility scooter. We are also very grateful to William Fortescue, who walked with us throughout, taking notes of the hazards and obstacles we encountered.

road in a risky sideways manoeuvre because of the way the kerb is laid out. Sitting on one of these small scooters and travelling along a main road is a very scary experience but there was often, on this journey, no alternative because the pavement was inaccessible.

2) Central Sandwich; from the Rope Walk to the Quay via the only bank in Sandwich

Once across the level crossing (which was easier than Clare had thought it would be) we turned right on to the Rope Walk. We noted that, if we had wanted to turn left on to the Butts there is a problem - the Keep Clear sign is not opposite the dropped kerb on to the Butts. This means that Chris often finds that a car is parked beside the dropped kerb and he is unable to get on to the Butts to get to the Co-op without doing a detour and staying in the road until he can find one of the randomly distributed dropped kerbs and travel back to the Butts entrance.

We moved along the Rope Walk with ease and turned left on to Fellowship Walk. The incline of Fellowship Walk is considerable (Clare was really alarmed) and at the bottom the dropped kerb is high. Chris is used to this, but for anyone new to Fellowship Walk (a visitor say) this is dangerous. We moved past Whitefriars Meadow with reasonable ease - there are good dropped kerbs - and then along the pavement, past the entrance to the Age Concern centre, through the Guildhall arch and on to the Guildhall forecourt. (The cobbles of the forecourt are uncomfortable, but at least the forecourt is going to be improved fairly soon.) Turning at Costas into the pedestrian crossing across New Street takes a careful and awkwardly sharp manoeuvre; at the King Street crossing traffic seems to come from every direction. Getting on to the pavement at the junction of King Street and Market Street is impossible and we had to stay in the road. We wanted to turn right into Milk Alley - there is a dropped kerb - but could not because there was a car parked, perfectly legitimately, across the dropped kerb. We noted that there are two dropped kerbs on the other side of Market street, outside Millards and outside the old NatWest bank building, but the pavement from them to Boots is very uneven and very uncomfortable on a scooter, particularly for people with back problems.

Having made a detour to find a dropped kerb on the other side of the road we moved up Milk Alley. This is fine until the end when we had to manoeuvre past the double posts and across a kerb that is not adequately dropped into St Peter's Street. We noted that Seven Post Alley is not accessible at either end. We got up on to the opposite pavement in St Peter's Street with some difficulty and then dodged multiple bin bags and wheelie bins to move along the narrow pavement towards Short Street. We noted that anyone using Holy

Ghost Alley to cut through to the High Street will find there is no dropped kerb at the St Peter's Street end.

The only bank in town is the Nationwide in Short Street. There is no dropped kerb anywhere near it. This means the bank is very difficult to access. We went up Short Street to the High Street in order to make our way to the Quay. Somehow or other we managed to get on the High Street pavement (we both had to lift our scooters on to the pavement which is particularly difficult if one has mobility problems) and we moved along the High Street pavement toward the end of Seven Post Alley. The High Street pavement is reasonable but there is not a single dropped kerb. We noted that it would be feasible to develop a ramp at Seven Post Alley which would allow people to access it, thus providing a safe route from the High Street into the core of the town.

At the High Street crossing towards the Bell Hotel we took our lives into our hands. Traffic came from every direction, often at speed. This is a really dangerous crossing for pedestrians too, but at least they can usually reverse or speed up as necessary. Scooters are slow to accelerate and cumbersome to reverse. They are simply not as manoeuvrable as the human body. We got on to the pavement by the Bell Hotel and appreciated the smooth paving outside the front of the Hotel and round the corner towards Bell Lane. We noted there are no dropped kerbs across the end of Bell Lane. We crossed the road at the traffic lights and enjoyed the ramp access on to the Quay itself, even if, to Clare, it seemed rather steep.

Our return journey was equally hairy. Largely retracing our steps, but using Holy Ghost Alley, we aimed for Ossies and the Cinema and found that, given narrow pavements, we were forced into the road against oncoming traffic in Delf Street. There is no ramp into the Cinema so even ground floor events there are inaccessible.

On neither of these journeys did we go along King Street where many independent shops are. However Chris is familiar with the difficulties there and says that most of the shops are inaccessible. There is a dropped kerb outside the old Post Office but it is so high that it is unusable.

### 3) Conclusions and interim recommendations

*This was an eye opening and frightening experience for Clare. It indicates how very important it is that all changes designed to improve the situation are carried out with the direct involvement of people reliant on mobility scooters and wheelchairs. They are the only people who really understand the issues involved.*

3a) Short - term recommendations

- 1) Ensure that all dropped kerbs are usable and are paired
- 2) Remove the bar across the pillars at the St Peter's Street end of Milk Alley
- 3) Remove the parking spaces beside the dropped kerb at the entrance to Milk Alley from Market Street
- 4) Replace the paving between Millards and Boots and ensure it is even
- 5) Drop the kerb beside the Nationwide Building Society in Short Street
- 6) Move the 'Keep Clear' sign inscribed on the road beside the dropped kerb on to the Butts so that it is illegal to park beside the dropped kerb
- 7) Introduce traffic lights at the end of Strand Street opposite the Bell Hotel and time them so that there is a period for safe pedestrian crossing across this dangerous junction
- 7) Build a ramp over the steps up to Seven Post Alley from the High Street

3b) Long-term recommendations

- 8) Develop a map for disabled visitors to the town indicating safe routes to and within the town
- 9) Develop a strategy for all businesses to make their premises disabled accessible and disabled friendly, using financial incentives as and when necessary
- 10) Pedestrianise the inner core of Sandwich and develop a parking strategy for disabled people at the Quay and Cattle Market car parks

**CLARE UNGERSON and CHRIS ELVIN**

**April/May 2021**

<b>Report to Councillors and Members of: Sandwich Town Council</b>
<b>Meeting scheduled for 26<sup>th</sup> June 2023</b>
<b>Report from: Responsible Finance Officer</b>
<b>Date: 21<sup>st</sup> June 2023</b>
<b>Subject: Bay Hall Insurance</b>
<b>Classification: General</b>
<b>Purpose of report:</b>
To update the Council on the Insurance for Bay Hall.
<b><u>Background:</u></b>
In July 2022, Sandwich Town Council took ownership of Bay Hall, Strand Street. The insurance was passed over from the Solicitor's insurance provider, Millards Insurance, and the year's insurance has cost of £838.96. The policy ends on 12 <sup>th</sup> July 2023.
Unfortunately, our current insurance company Zurich, which insures all properties for Sandwich Town Council and Sandwich Toll Bridge Fund, has only offered very basic insurance for this property, covering fire, lightening, explosive or aircraft related incidents. It is not in their current remit to take on and comprehensively insure any new empty properties, especially those in a state of disrepair.
Millards (now Greens Insurance) do offer a more comprehensive insurance cover for the property, with an insured value of £325,000.
<b><u>Renewal Quotes:</u></b>
I have now sought three quotes for insurance for Bay Hall for the period 13th July 2023 – 12 <sup>th</sup> July 2024 from the following organisations:
<ul style="list-style-type: none"> <li>• Greens Insurance (was Millards – i.e. the current insurer) – they have quoted £920.78. Details are attached.</li> <li>• BHIB Insurance – unfortunately they have not been able to produce a quote as at 21/06/23 but have stated that they won't be able to provide insurance cover for less than the current provider.</li> <li>• Gallagher (was Came and Co) –they have quoted £931.25 but that they would not provide more than very basic insurance covering fire, lightening, explosive or aircraft related incidents, which is less cover than is provided by the current provider. I have attached an email response.</li> </ul>
<b><u>Recommendations:</u></b>
To keep the property insured with the current insurer unless a preferable quote is received by 26/06/23.

## Finance Officer

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**From:** Josh Howe <josh.howe@greeninsurance.co.uk>  
**Sent:** 21 June 2023 13:43  
**To:** Finance Officer  
**Subject:** Your renewal offer [Version Ref: 116599064]  
**Attachments:** (#1632898195) Commercial - Renewal Letter.pdf; Schedule.pdf; Statement of Fact.pdf; Insurance Product Information Document.pdf; Policy Wording.pdf

Hi Karen

The renewal of the insurance for Bay Hall falls due on the 13<sup>th</sup> of July 2023 and we have now received the terms from your insurer, which are attached for your attention.

Please review the information, limits of cover, endorsements and conditions that are detailed within the attached documents to ensure that the cover and terms of the policy are correct and continue to meet with your needs. In particular, I would ask that you please kindly review the sum insured for the property (rebuilding cost) to ensure it remains adequate.

**Building Sum Insured: £375,380**

The premium (including IPT and fees) for the coming year will be: £ 990.78.

If you have any queries in relation to the above or need to make any amendments, please let me know.

I look forward to hearing from you in due course.

Kind regards,

Josh Howe Cert CII | Account Handler  
T: **01304 613072**  
W: [www.greeninsurance.co.uk](http://www.greeninsurance.co.uk)

Sandwich



Green Insurance Group, Creed Associates, Collidge & Partners, Petherwicks and Travel Insured are trading names of GRP Retail Limited registered in England and Wales (CRN: 09850559) with its registered office at 7th Floor Corn Exchange, 55 Mark Lane, London, England, EC3R 7NE, is a GRP Group company, [www.grpgroup.co.uk](http://www.grpgroup.co.uk). Any business communication sent by or on behalf of Global Risk Partners Limited or one of its subsidiary companies ('GRP') is intended for the above-named recipient only and is confidential and may be privileged or otherwise protected. If

<b>Broker:</b>	GRP/Green Insurance Brkrs Hub	<b>Contract Number:</b>	B1921CT000500X
		<b>Policy Number:</b>	COST10ZU01
<b>Insured:</b>	Sandwich Town Council	<b>Postal Address:</b>	Sandwich Town Council Clerk Guidhall, Cattle Market Sandwich Kent CT13 9AH
<b>Period of Insurance:</b>	13/07/2023 to 00:01 13/07/2024	<b>Business of Insured:</b>	Property Owner
<b>Premium:</b>	£804.27	<b>Insurance Premium Tax:</b>	£96.51
		<b>ABACUS Fee:</b>	£20
		<b>Total Amount Payable:</b>	£920.78

### Schedule of Properties Insured

See Attached Schedule(s) and Endorsements for full details

Risk Address	Buildings	Landlords Contents	Premium
Bay Hall CT13 9HX	£375,830	Nil	£804.27

The attached schedule must be read in conjunction with Axis Unoccupied Residential Property Policy Wording Version 1

## ABACUS Certificate Schedule

<b>Policy Number:</b>	COST10ZU01	<b>Insured:</b>	Sandwich Town Council
<b>Postal Address:</b>	Sandwich Town Council Clerk Guildhall, Cattle Market Sandwich Kent CT13 9AH	<b>Risk Address:</b>	Bay Hall 84 Strand Street Sandwich Kent CT13 9HX
<b>Interest Noted:</b>	None	<b>Declared Tenant Type:</b>	Vacant
<b>Period of Insurance:</b>	13/07/2023 to 00:01 13/07/2024	<b>Reason for Issue:</b>	Renewal

### Insurer Details

AXIS Specialty London is a trading name of AXIS Specialty Europe SE. AXIS Specialty Europe SE is authorised and regulated by the Central Bank of Ireland, with its registered office at Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland (Registered Number 353402). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (Reference Number 212724). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

### Operative Sections

One Buildings excluding accidental damage extension items 1,2,3,4,5,6,7,8,9,10 & 11 only	£375,830
Two Contents	Not Insured
Three Legal Liability to the Public	Indemnity as per the policy wording

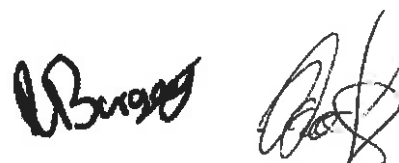
### Endorsements

10d. Unoccupancy Clause  
20a. Unoccupied cover (level 3) extension  
22. Occupancy alteration (2)  
251a. Trace and Access Cover Amendment  
252. Theft or attempted theft amendment  
253. Emergency access to the premises amendment  
254. Accidental Damage to Fixed Glass  
258. Water Table Exclusion  
259. Maintenance Related Damage Exclusion

### Premiums

<b>Buildings Premium (excluding IPT/Policy Fee)</b>	£804.27
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Issued By:



## Endorsements

### 10d. Unoccupancy Clause

If the **home** is **unoccupied** it is a condition of the policy that **you** must comply with the following:-

- All security must be maintained and placed in operation whenever the **home** is unattended
- The water must be switched off at the mains and the water system drained **OR** the heating must be maintained at a minimum 15 degrees centigrade or 58 degrees Fahrenheit at all times
- The gas and electricity must be turned off at the mains unless used to maintain the security and/or heating of the **home**
- Any tanks containing fuel or other inflammable liquid must be drained and purged within the first 30 days of vacancy unless used to maintain heating of the **home**
- The **home** must be inspected both internally and externally at least every 30 days by either **you** or **your** representative. A visit record of dates, time and any observations must be recorded in a central inspection record. Presentation of which will be required in the event of a claim
- All waste refuse and other disused combustible material including accumulated mail will be cleared internally and externally from the **home** and removed from the **premises** every 30 days
- Advise **your** Insurance Advisor/Broker as soon as the property tenancy status alters.

### 251a. Trace and Access Cover Amendment

It is hereby noted that Section One (Buildings) Extension G, What is covered is amended to read as follows;

G) trace and access cover – In the event of loss or damage to the **buildings** which is covered under Section One What is covered 4. in consequence of escape of water from and frost damage to fixed water tanks, apparatus and pipes **we** will pay for the expenses incurred by **you** in locating the source of such damage and in subsequent making good of damage caused as a consequence of locating such source.

And that Section One (Buildings) Extension G, What is not covered is amended to read as follows;

- a. more than £2,500 for any one incident
- b. more than £5,000 in total during the **period of insurance**

### 252. Theft or attempted theft amendment

It is hereby noted and agreed that under Section One (Buildings) what is covered Peril 6 "theft or attempted theft" the exclusions are deleted and replaced with the following;

What is not covered:

- a. the first £100 of every claim
- b. for loss or damage within the **home** unless the loss or damage is caused by violent and forcible entry into or exit from the **buildings** or by deception
- c. for loss or damage which **your** lodgers or tenants have caused, allowed, chosen to overlook or not reported to the police

### 253. Emergency access to the premises amendment

It is hereby noted that Section One (Buildings) Extension H, What is not covered is amended to read as follows;

- a. more than £10,000 in total during the **period of insurance**
- b. any costs incurred following damage caused by the police in the course of any criminal investigation or as a result of unlawful activities at the **premises** or occurring elsewhere

**254. Accidental Damage to Fixed Glass**

Section One – Buildings – Extension A is amended to read as follows;

A) The cost of repairing **accidental damage** to:

- Fixed glass and double glazing (including the cost of replacing frames)
  - Solar panels
  - **Sanitary ware**
  - Ceramic hobs
- all forming part of the **home**

**We will not pay**

- a. For the first £100 of every claim
- b. for damage caused by chipping, denting or scratching
- c. more than £2,500 in any period of insurance for loss or damage whilst the **home** is untenanted or unoccupied, following loss or damage caused by:
  - Insured Peril 6. Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the **buildings**.
  - Insured Peril 8. Any person taking part in riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

**258. Water Table Exclusion**

It is hereby noted that Section One (Buildings) Item 3 "**storm, flood** or weight of snow" What is not covered is amended to read as follows;

- a. The first £100 of every claim
- b. For loss or damage caused by **subsidence, heave or landslip** other than as covered under Section One - Buildings, What is covered, item number 9
- c. For loss or damage to domestic fixed fuel oil tanks in the open, permanently installed swimming pools, fixed hot tubs, fixed spas, tennis courts, drives, patios and terraces, gates and fences
- d. For damage attributed solely to change in water table level

And that Section Two (Contents) Item 3 "**storm, flood** or weight of snow" What is not covered is amended to read as follows;

- a. The first £100 of every claim
- b. For property in the open
- c. For damage attributed solely to change in water table level

**259. Maintenance Related Damage Exclusion**

It is hereby noted that General Exclusion I) Wear and Tear is replaced with the following;

i) Maintenance Related Damage - This insurance does not cover loss, damage or expenses resulting in or arising from wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, vermin, moths, mould, infestation, any gradually operating cause, mechanical or electrical faults or breakdown.

## How to Make a Complaint

In the event that you wish to make a complaint about your claim you should then contact the following:

Gallagher Bassett Technical  
Ground Floor  
Units 1 & 2 Magden Court  
Llantrisant  
CF72 8XT  
Tel: 01443 229513  
Email: [uk.gbtechnical.adjusting@gbtpa.com](mailto:uk.gbtechnical.adjusting@gbtpa.com)

If the complaint is about any other issue (not a claim) please contact:

ABACUS  
Compliance Director  
Baxter Building  
80 Baxter Avenue  
Southend-on-Sea  
Essex, SS2 6HZ  
Tel: 01702 606300  
Email: [complaints@sabacus.co.uk](mailto:complaints@sabacus.co.uk)

If you remain dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the FOS at

This complaints procedure does not affect your right to take legal action.

## How to Make a Claim

To make a claim, please contact:

Gallagher Bassett Technical  
**Telephone:** 01443 229513  
**Facsimile:** 01443 229995  
**Email:** uk.gbtechnical.adjusting@gbtpa.com  
**Emergency 24/7 out of office number:** 01724 761378

### Claims in writing should be directed to:

Gallagher Bassett Technical  
Units 1 & 2, Ground Floor  
Magden Park  
Llantrisant  
Rhondda Cynon Taff  
CF72 8XT

Gallagher Bassett handle claims on behalf of us. Professional staff are available to assist you whether you need a claim form, advice on emergency repairs or any other aspect of your claim. Alternatively, if you prefer, please contact your insurance advisor.

To enable your claim to be dealt with quickly your insurer will require you to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.



Sandwich  
T: 01304 613072  
www.greeninsurance.co.uk

Opening Hours: Monday - Friday 09:00 - 17:00

Ms Karen Palmer  
Sandwich Town Council  
Guildhall  
Cattle Market  
Sandwich  
Kent  
CT13 9AH

Your Ref: 63468464  
21st June 2023

Dear Ms Palmer,

## Property Owners Insurance

Thank you for insuring with us for the last 12 months, it is time to let you know that your policy is due for renewal on 13th July 2023. This year I recommend that you renew your policy with the same insurer, AXIS Speciality Europe plc via Abacus Underwriting Agencies Ltd, the price and details of the cover are shown below.

### Price Summary

Premium	£804.27
Insurance Premium Tax	£96.51
Underwriting Fee	£20.00
Our Administration Fee	£70.00
<b>Total Amount Due</b>	<b>£990.78</b>

### What we have enclosed and why

- **A Statement of Demands and Needs** – this contains important information about your renewal, including how we have sourced your renewal, and our recommendation.
- **Our Administration Fees** – a list of the fees that we charge when arranging and administering your insurance.
- **Payment Options** – explaining the different ways to pay the amount due.
- **Optional Products and Services we offer** – additional cover that you may choose to buy to improve your insurance protection.
- **Our Terms of Business** – provides important information about our company, the basis of our relationship, and the conditions upon which we act for you.

### We have also enclosed these separate documents issued by the insurer;

- **Statement of Fact** – sets out the information you have provided which is the basis on which your insurance has been provided. Please check this carefully.
- **Renewal Schedule** – an outline of the premium payable, the sums insured and any special terms.
- **Policy Wording** – the full terms and condition of your renewal.
- **Insurance Product Information Document**- an overview of covers available under the policy.



Green Insurance Group is a trading name of GRP Retail Limited which is authorised and regulated by the Financial Conduct Authority (Reference Number 745618). Registered in England and Wales with number 09850559. Registered office: 7th Floor, Corn Exchange, 55 Mark Lane, London, EC3R 7NE.

## **What you need to do**

Please check the enclosed documents carefully to ensure the information contained is correct and the cover is sufficient to meet your needs, including any exclusions, excess and the policy conditions. If any information is incorrect please inform us immediately.

I will always seek to contact you prior to your policy expiring to discuss your insurance requirements for the following year.

I look forward to hearing from you.

Yours sincerely

**Josh Howe Cert CII**  
Account Handler

Telephone: 01424 612519

Email: [josh.howe@greeninsurance.co.uk](mailto:josh.howe@greeninsurance.co.uk)

**Please send all correspondence to: Green Insurance Group, The Old Coach House, 110 Old London Road, Brighton, BN1 8BB**

## Statement of Demands and Needs

Based upon the information you have provided, this document sets out our understanding of your business and why our recommendation is suitable. The following description of your business will be used by us and insurer(s):

Property owner.

### Your Needs

We have identified that your main requirements for your policy are as follows;

You require a policy, which meets the demands and needs of a property owner who is looking to protect their unoccupied property and wishes to have cover in place to protect their assets and earnings through Property Damage, as well to be indemnified for your legal liabilities as a property owner through Property Owners Liability.

**Based upon the above requirements and our knowledge of the products available in the market, we have recommended the policy because;**

We have chosen this insurer as our preferred partner for this type of insurance, taking into account a variety of factors such as level of cover, competitive pricing and claims service. Other insurers may quote, but we have chosen to recommend this product to you, rather than seeking quotes from multiple providers.

### How we have sourced your policy

We have approached a single insurer, AXIS Speciality Europe plc via Abacus Underwriting Agencies Ltd and are providing you with a personal recommendation to buy the policy (not on the basis of a fair and personal analysis of the market).

### Capacity in which we act

We normally act as your agent however, in some circumstances, we may act as agent of your insurer. The table will show where this is the case.

Policy	Sourcing	Placing	Claims
Property Owners	Agent of Client	Agent of Client	Agent of Client

### Your duty of 'fair presentation of risk'

You have a duty to make a fair presentation of the risk to the insurer, which entails disclosing to the insurer every material circumstance which you know or ought to know. You should conduct a reasonable search to ascertain all material facts within your organisation, making enquiries of senior management and other relevant individuals where necessary.

This duty to make a fair presentation applies before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy.

A circumstance is material if it would influence an insurer's judgment in determining whether to accept the risk, or the terms of the insurance (including premium). If you are in any doubt whether a circumstance is material, we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

### Details of cover

Key information about your policy, including any exclusions, warranties or conditions, are set out in the documents attached. It is very important that you read the policy documents carefully to ensure that you are able to comply with these terms, as failure to do so may invalidate your cover. We also explain the implications of this within our Terms of Business. Should you have any concerns please contact us immediately as failure to do so may invalidate your insurance cover.

### **Cancellation terms**

Details of your cancellation rights can be found in the insurer's policy wording. If you wish to cancel your policy, please contact us.

## **Summary of cover**

The following is intended as only a summary of your insurance cover. For full details of your policy cover and the terms and conditions applied, please refer to your policy documentation.

**Period of cover - 13th July 2023 - 12th July 2024**

### **Scope of Cover**

**Section 1:** Material Damage

**Section 2:** Property Owner's Liability

## Section 1: Material Damage

### Cover

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Loss of or damage to the insured property arising out of the Insured Risks as defined below.

**Premises: 84 Strand Street, Sandwich, Kent, CT13 9HX**

Listed building

Not Listed

### Occupancy Details

### Buildings

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#### Insured Risks

Escape of Water

Standard Fire & Specified Perils

Subsidence Ground Heave Landslip

Theft or Attempted Theft

#### Insured Values

Declared Value (£): 375,830

Inflation Provision: Index Linking

Sum Insured (£): 375,830

#### Excess

Excess (£): 250

Excess (subsidence) (£): 1,000

Excess (escape of water) (£): 650

## Section 2: Property Owner's Liability

### Cover

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Legal liability arising out of the ownership of property for damages, costs and expenses for accidental bodily injuries (other than employees) and damage to property (other than your own or in your custody or control).

### Limit of Indemnity (£)

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2,000,000

## General Clauses/Information

### Endorsements

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**10d. Unoccupancy Clause**

**20a. Unoccupied cover (level 3) extension**

**22. Occupancy alteration (2)**

**251a. Trace and Access Cover Amendment**

**252. Theft or attempted theft amendment**

**253. Emergency access to the premises amendment**

**254. Accidental Damage to Fixed Glass**

**258. Water Table Exclusion**

**259. Maintenance Related Damage Exclusion**

**Please refer to the schedule for full endorsement wordings.**

## Administration Fees

We charge administration fees for our services as set out below. These fees are non-refundable, even if you cancel your policy.

<b>New Policies and Renewals:-</b> <ul style="list-style-type: none"><li>- General policies under £5,000</li><li>- General policies over £5,000</li><li>- Property Owners policies under £500</li><li>- Property Owners policies £501 - £4,999</li><li>- Property Owners policies over £5,000</li></ul>	<p>£70.00</p> <p>£120.00</p> <p>£40.00</p> <p>£70.00</p> <p>£120.00</p>
<b>Mid Term Adjustments and Cancellations</b>	<p>£30.00</p>

## Payment Options

<b>Pay by BACS</b> (Please quote reference <b>63468464</b> ) <b>Please note our new Bank Details</b>	<b>Account Name</b>	GRP Retail Limited
	<b>Sort Code</b>	40-01-94
	<b>Account Number</b>	00883395
<b>Pay by Credit or Debit Card</b>	Please call me on: <b>01424 612519</b> (we can't accept payment by American Express)	

## Optional Products and Services we offer

Below is a summary of some of the additional covers and services we offer to our clients. If you require a quotation or just additional information on any of these products then please contact me.



### Commercial & Property Owners Legal Expenses

All business will have legal problems from employment issues to tax disputes, which can be unpredictable, expensive and time consuming to resolve. Our Legal Expenses Insurance offers cost effective legal cover to help your business resolve legal issues.



#### Why do you need Commercial Legal Expenses Insurance?

Our ARAG policy can help with a range of legal issues, for example:-

- |                       |   |
|-----------------------|---|
| <b>Legal Disputes</b> | A dispute with an employee escalates and cant be resolved<br>A Health & Safety inspection ends with a threat to prosecute your business<br>A neighbouring business restricts access to your premises<br>A dispute with a tenant who has caused damage to the property |
| <b>Tax Disputes</b>   | A notice of an enquiry into tax or VAT returns of your business is received   |



### Loss Recovery Insurance

An insurance policy which provides and pays for the cost of an expert loss adjuster to help you prepare, negotiate and settle your material damage and business interruption claims.

#### LOREGA Why do you need Loss Recovery Insurance?

When disaster strikes and you need to make an insurance claim, you want to be confident it's going to be sorted quickly

- If your insurance claim is more than £5,000 – within the terms and conditions of that policy – then Loss Recovery Insurance is for you
- It provides you with unlimited advice from an expert loss adjuster, who will stand shoulder to shoulder with you, no matter how complex the claim
- Most importantly, Loss Recovery Insurance gives you an expert in your corner who will deal directly with your insurer on your behalf, removing the hassle of you having to prepare and negotiate your claim.



### Single Vehicle and Motor Fleet Breakdown and Recovery

We have partnered with RAC who are offering a range of competitively priced products. Whether you have standard vehicles such as a van or taxi or more specialist vehicles like PSV/Coaches and HGVs, they can cover them all. Plus they can all be on one easy to manage policy.

#### RAC Why do you need Breakdown Cover?

- Cover options include Roadside, At Home, Recovery, Onward Travel and European Cover, with Misfuel included as standard on all policies
- Cover for you and your non-fare paying passengers
- 93% of our members would recommend RAC breakdown cover to their friends and family



### Rebuild Cost Assessment

Is your Building covered for the right sum insured? At least 90% of commercial properties in Britain are either over or underinsured. Over insurance means paying too much for your buildings cover. Underinsurance can have even more severe consequences. This leads to disputes with insurers, with claims payments being significantly reduced.



#### Why do you need a Rebuild Cost Assessment?

- To ensure your property is adequately protected, its rebuild cost needs to be professionally assessed. This can be both time-consuming and expensive. However, we can offer you a far more efficient and affordable service through Rebuild Cost Assessment Limited. At a very competitive cost we can provide a comprehensive Rebuild Cost Assessment (RCA) report without even having to visit your property

## **Green Insurance Group Risk Management Services**

The UK business environment has never been more heavily regulated with a raft of requirements which need to be complied with. If things go wrong it is often the Directors of the business who end up in court, so it's essential to ensure that appropriate management procedures are in place, and documented.

Green Insurance Group provides commercial customers with a comprehensive range of online tools to simplify regulatory compliance, providing guidance to tailor a suite of document templates to your business, all backed up by professional advice covering:

- Health & Safety
- Human Resources
- Driving Risk
- Business Continuity

Contact us to access your online risk management toolkit.

## Important Information

We understand that sometimes buying insurance can be complex. We've tried to make it as straight forward as possible but if there is anything that we can help explain just let us know. Its important to iron out those things before any claims occur.

Based on our experience of claims, here are a few of the common issues that can be avoided;

**Your answers to questions** - make sure that you have answered any questions fully and to the best of your knowledge. Your answers will be shown on proposal forms, statements of fact and on claim forms. Your insurer bases the cover given and the premium charged on this information, so they may have the right not to pay a claim if its wrong. Insurers may also have a right to cancel your policy or charge you extra premium.

**Tell us if anything changes** – here some exmples of changes that we would need to know about;

- A change in your trade or business activities
- A change of vehicle
- A change in where the vehicle is garaged / kept
- A change in the occupancy or if a property becomes unoccupied
- Being convicted of a criminal offence, this applies to anyone covered under the policy
- Motoring convictions

**Policy Conditions** – ensure that you understand the requirements and are able to comply with them.

**Sums Insured and limits of cover** – the sums insured must represent the full value of the items being insured. For example, the sum insured for buildings insurance should represent the full rebuilding cost of the property. If the property is 'under-insured' an insurer may not pay a claim in full, even if the claim is for less than the sum insured. We strongly recommend that you obtain a rebuild cost assessment to help establish the correct sum insured. Traditionally, you would need to employ the services of a RICS qualified surveyor – the cost for which you can expect to be in excess of £500. There is, however, a simple and effective desktop solution offered by Rebuild Cost Assessment Ltd who can produce a RICS report for the property at a significantly reduced rate. Please let me know if you would like more information.

Your policy may also contain limits on the amounts that can be claimed for certain items, please make sure that these limits will be adequate.

**Making claims** – please tell us, or your insurer, straight away about any incident that may lead to claim, even if you may not intend to make a claim. Failure to report an incident immediately may result in the insurer refusing to pay, as it may affect their ability to defend a claim from another party or to reduce the overall cost. In an emergency, take any action that you can to reduce damage or prevent further loss – just as you would even if you weren't insured. In many cases the cost of emergency help will be covered by your insurance.

**Board, Director's and Company Officer Responsibilities** We will provide advice and recommend suitable products and services to manage the insurable risks that your business faces. Whilst there is no obligation to accept our recommendations, it is important that the Board and officers of a firm take reasonable care to assess the risks that the business faces and to ensure that either adequate insurance cover is in place, or that they are happy to accept the risk. Please let us know if you require further information on cover that might be available for risks that are not currently insured.

**Claims Made** Cover for Medical Malpractice, Professional Indemnity and Directors and Officers Liability is being provided on a "claims made" basis. Claims made means your policy will only respond to claims submitted whilst the policy is active. Your cover is issued with a retroactive date, which means the policy will provide protection for any treatment provided after this date. In most instances the retroactive date will be the date cover is first taken out with us. However, if you transfer your insurance to us from another provider and have previously been covered by a claims made policy, we can normally confirm a retroactive date back to when you first took out this type of cover.

It is important to note that if, in the future, you look to cancel your policy, you will have no protection for any claims reported from the date of cancellation, even if the work/procedure was undertaken prior to this date. However, "Run off cover" can usually be arranged for the period you were on a claims made policy subject to payment of an agreed premium to insurers..

## Terms of Business

### Accepting our Terms of Business

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Please read this document carefully. It sets out the terms and conditions on which we agree to act for you and contains details of our respective responsibilities. By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. This document will supersede any Terms of Business previously in force. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

References to "We" and "Us" means GRP Retail Limited and our trading name(s) Green Insurance Group, Creed, Collidge & Partners, Travel Insured.

References to "You" means the insured and/or their appointed agent.

### The Financial Conduct Authority

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GRP Retail Limited is authorised and regulated by the Financial Conduct Authority with FCA Register number 745618.

We are an Insurance Intermediary, and our permitted business is arranging, advising, dealing as agent, making arrangements, and assisting in the administration and performance of general insurance contracts and pure protection contracts. We are also authorised to undertake the following consumer credit activities: Credit Broking; Debt Administration; Debt Collecting. You can check this on the FCA's register by visiting the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

### Our Service

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We offer a wide range of insurance products and have access to numerous insurers in the marketplace. When we arrange your insurance, we'll inform you of the nature of the service we provide. This will be one of the following:

- (a) a personal recommendation to buy a policy (or policies), on the basis of a fair and personal analysis of the market
- (b) a personal recommendation to buy a policy (or policies) we select from one or more insurance undertakings (not on the basis of a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings
- (c) information only about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings

We are not under a contractual obligation to conduct insurance distribution exclusively with any insurers.

Unless we tell you otherwise, we act on your behalf in sourcing and placing and administering your insurance and in the event of claims.

Where we act on behalf of the insurer under a delegated authority agreement whereby, we are able to quote or issue policy documentation or settle claims or handle complaints on their behalf we will let you know in writing.

If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we used and the name of the ultimate insurer.

Requests for cover or changes to your insurance are not effective until they are confirmed by us.

### Conflicts of Interest

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We are part of the Global Risk Partners Limited group (GRP Group) which comprises a number of insurance intermediaries. You can find details of these at [www.grpgroup.co.uk](http://www.grpgroup.co.uk). We may sometimes approach other GRP group companies to provide quotes and may recommend their products if they are assessed to meet your needs. We will tell you if this is the case. All GRP Group firms involved in a placement may be remunerated.

No firms within the GRP Group have any direct or indirect shareholdings in any insurers.

It is our aim to avoid any potential or actual conflicts of interest in our dealing with you, if a conflict does arise, we will advise you of this in writing. This agreement will not prevent us from acting for other clients who may be competitors of yours. In the event that we identify such a conflict of interest in our providing any services to you we will notify you as soon as reasonably practicable and where we are able to do so, agree how to continue to provide the services.

Nothing in this agreement overrides or discharges our duty to place your interests before all other considerations nor shall this agreement override any legal or regulatory requirements which may apply to us prevailing from time to time regarding your insurance or reinsurance business or the handling of claims.

## Complaints

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It is our policy to promote the highest standard of service for our clients. We endeavour to ensure that all complaints are resolved satisfactorily and in a timely manner. If you have a complaint about our services, you may contact the member of our staff with whom you normally deal. Alternatively, please contact us at the address below:

Duncan Coleman, Green Insurance Brokers Ltd, The Old Coach House, 110 London Road, Brighton, East Sussex, BN1 8BB Tel: 01273 328181 Email: [Duncan.coleman@greeninsurance.co.uk](mailto:Duncan.coleman@greeninsurance.co.uk)

You may make your complaint either orally or in writing. We will acknowledge receipt of your complaint promptly in writing and give you our response at the time if we can. If following receipt of our final response or after eight weeks if we have not yet provided you with our final response, if you are an eligible complainant, you have the right to refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London. E14 9SR Tel: 0800 023 4567. Further information is available on their website ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

Who is an Eligible Complainant?

- Any private individual
- A micro-enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.
- A small business which has an annual turnover of less than £6.5 million and employs fewer than 50 employees or has a balance sheet total of less than £5 million
- A charity which has an annual income of less than £6.5 million
- A trustee of a trust which has a net asset value of less than £5 million
- An individual who has given a guarantee or security in respect of an obligation or liability of a small business

If your policy is placed with a Lloyd's Syndicate and you wish to ask Lloyd's to investigate your complaint you may do so by contacting: Complaints Team at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN; [complaints@lloyds.com](mailto:complaints@lloyds.com); 020 7327 5693; [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

## Compensation

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We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. Insurance advising and arranging is covered by the FSCS for 100% of your claim if it relates to compulsory insurance. For other cases, it is covered for 90% of the claim, with no upper limit. The FSCS does not cover reinsurance, marine, aviation or transport business or credit insurance.

Further information about compensation scheme arrangements is available from the FSCS, via their website, [www.fscs.org.uk](http://www.fscs.org.uk) or calling them on 0800 678 1100.

## Our Remuneration

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We usually receive a commission from the insurer which is expressed as a percentage of the annual premium you pay. Commission will be taken by us on receipt of cleared funds from you or when the insurer has received the cleared funds from us depending on the arrangement in place with each insurer.

We also usually charge you a standard administration fee when taking out a policy with us, on mid-term adjustments and policy cancellations. Where we charge administration fees full details will be advised to you prior to inception of your policy.

We may also charge you other fees in place of, or in addition to, the commission we earn from insurers. We will advise you of any such fees before you take the policy out. If we receive such fees and commission from insurers, this will be confirmed in writing to you before you take the policy out.

Additionally, we also receive remuneration in certain circumstances as set out below:

- Some insurers may make additional payments to us for work we undertake on their behalf.
- The GRP Group may receive a payment from certain insurers based on meeting agreed criteria across the GRP Group. We may receive a proportion of any such payment
- The GRP Group may sometimes be paid Fees for Services. This is a payment made by an insurer in return for the provision of services over and above those covered by the commission paid.
- The GRP Group may sometimes be paid Insurance Service Brokerage (ISB). This is a payment made by an insurer in return for the provision of services to support the development and administration of the insurer's insurance business where no commission is paid.
- Where you pay your premiums by monthly instalments, we receive a payment from the finance provider for introducing you, which is usually a percentage of the amount financed. Whilst we may recommend a provider to you, you remain free to make your own choice of premium finance provider.
- Where you purchase non-insurance products from us, we may earn a fee from the supplier which is usually a percentage of the purchase price.

Where you agree to utilise the services of a third party provider (e.g. replacement vehicle) we may earn a fee from that provider. You can ask us at any time for full details of the income earned by us in handling your insurance.

#### **Credit Searches**

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Credit searches may be undertaken in connection with the provision of your insurance for example by Insurers when providing a quote and premium finance providers when seeking payment via direct debit. Any such credit search will appear on your credit report whether or not you take out or renew a contract with them.

#### **Handling Money – Non-Statutory Trust**

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Client money is money of any currency that we receive and hold on behalf of our clients in the course of carrying on business as an insurance intermediary, or money that we treat as client money in accordance with the FCA Client Money Rules. We may also hold premiums, premium refunds and claims as agent of the insurance undertaking, in which case any money received by us is deemed to have been received by the insurance undertaking.

We hold client money in either a non-statutory trust account or in permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into the non-statutory trust account. Where we hold money in permitted designated investments, we will be responsible for meeting any shortfall in our client money resource attributable to falls in the market value of the designated investments. We will retain any interest and investment income earned on the client money we hold. We may extend credit to other customers using client money from this account. We will take any commission owed to us upon receipt of the premium.

We may transfer client money to another person, such as another broker or settlement agent for the purpose of effecting a transaction on your behalf through that person. If the third party is outside the UK, the legal and regulatory regime may differ, and you may notify us if you do want your money passed to person in a particular territory. We may also as part of a transfer of business or other group reorganisation transfer client money to another broker in the GRP Group so to ensure the most appropriate arrangements for your client money. We will only make such a transfer where the other company in the GRP Group has an equally robust client money environment. At the point of transfer of the client money environment, the fiduciary duties relating to client money will also pass to the other company in the GRP group. By paying your premiums you are agreeing to us holding client money in the above manner.

#### **Payment of Premiums**

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You must pay your premiums on or prior to inception of the policy or within the timescale specified in the debit note we send you. Failure to pay premiums by the date specified may lead to cancellation of your insurances by insurers. In addition, where a premium payment warranty applies failure to pay the premiums in accordance with the warranty will result in the automatic suspension of your policies until payment is made even if the insurer chooses not to issue notice of cancellation of your insurances. The insurer will not be liable for any loss suffered during any period of suspension.

You may be able to spread your payment using a premium finance scheme through the relevant insurer or we can introduce you to a third party premium finance provider. Please note that credit is subject to status and is not guaranteed. A variable charge may apply for this and details will be provided before you make a decision to proceed with cover. You should refer to your credit agreement for full conditions, charges, and consequences of default.

We will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform us as soon as possible. When the payment for the contract you have undertaken is by instalments (e.g. by direct debit), some policies may be renewed automatically if you have not contacted us to confirm that you no longer require such insurance.

#### **Market security**

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We check the financial strength ratings of the insurers with whom we place your business using specialist rating agencies. We do not assess or guarantee the solvency of any insurer at any time during the contract period. If an insurer who has granted risk transfer to us becomes insolvent, any related premiums we hold for that insurer are deemed to have been paid to them and will not be returnable to you. In the event of any insurer's insolvency, you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement. You will also additionally have the responsibility for payment of premiums if you require replacement security.

#### **Financial Crime**

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We may ask you for evidence of your identity at the start of our business relationship. In the absence of such evidence, we may be unable to act for you. This is to help us to meet our obligations under anti-money laundering regulations. We observe sanctions legislation in the territories in which we operate. We will use information about you and others named on your policy to check information against UK and other sanction lists. We comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice, or conduct which would constitute an offence.

## Your Responsibilities

It is your responsibility to ensure that any proposal forms or any other applications that we complete on your behalf are accurate and complete. You must also review confirmation of cover/policy documents supplied by us to you to ensure that they accurately reflect your requirements. If we have provided your documents electronically you can ask us for a paper copy. Particular attention should be paid to policy conditions, claims conditions and/or warranties (if applicable) as failure to comply may reduce or invalidate your cover. Should there be any discrepancies, you must notify us immediately.

It is your responsibility to ensure that all sums insured, and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits, we cannot accept responsibility for their accuracy.

## Duty of Disclosure - Consumers

If you are a consumer insured (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business, or profession) you have a duty to take reasonable care to answer the insurer's questions fully and accurately and to ensure that any information that you volunteer is not misleading.

This duty exists before your cover is placed, when it is renewed and any time that it is varied, and your policy wording may provide that it continues for the duration of the policy. If you do not do this, your insurer may be able to impose different terms on your cover, may charge you a higher premium or, in some circumstances, may be able to avoid your policy from inception and any claims under it would not be paid.

## Fair Presentation – Commercial Customers

If you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business, or profession) the business has a duty to make a fair presentation of the risk to the insurer. This entails disclosing to the insurer every material circumstance which you know or ought to know. You should conduct a reasonable search to ascertain all material facts within your organisation, making enquiries of senior management and other relevant individuals where necessary.

You must make accessible to us members of your senior management (or the most appropriate persons) to provide accurate, complete, and timely information to enable us to fulfil our obligations to make a fair presentation of your risk to insurers.

The disclosure should be made in a clear and accessible way.

This duty to make a fair presentation applies before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy.

A circumstance is material if it would influence an insurer's judgment in determining whether to accept the risk, or the terms of the insurance (including premium). If you are in any doubt whether a circumstance is material, we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

## Failure to Disclose a Material Fact

Insurers have differing remedies depending upon the nature of the non-disclosure and what would have happened had you fairly presented the risk:

**Deliberate or reckless presentation of the risk:** Insurers are entitled to avoid the policy and retain all premiums

**Failure to present the risk fairly but this was not deliberate or reckless:** This depends on how the insurers would have dealt with the policy had the risk been fairly presented. If they can demonstrate that they would have not provided the policy, they are entitled to avoid the policy and no claims would be payable. You would be entitled to a refund of the premium. If insurers would have provided the policy but on different terms, those terms will be applied to the policy from inception. If insurers would have provided the policy and charged an increased premium, claim settlements could be reduced by the proportion of the increased premium.

## Warranties and Conditions Precedent

A warranty is a term in an insurance contract which must be strictly complied with. In the event that a warranty is breached, the insurer's liability may be suspended until the breach is rectified. Cover is reinstated once the breach is rectified, however, insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension.

Where a warranty or other term has been breached insurers may still be liable to pay claims occurring during the breach period, provided the insured can prove that the breach did not increase the risk of the loss which actually occurred, and the provision breached does not define the risk as a whole.

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of the policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

It is very important that you read the full policy carefully and, if you are unsure of, or are unable to comply with, any provisions, please contact us immediately.

#### **Fraud**

---

Insurers will be entitled to terminate the policy from the date of the fraudulent claim or act, but must still cover claims arising from incidents occurring before the fraudulent act.

#### **Contracting Out**

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Insurers may contract out of certain clauses of the Insurance Act 2015 (other than basis of contract clauses). We will advise you where they have contracted out of any clauses.

#### **Use of Personal Data**

---

We are committed to protecting your personal information. We will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in our Privacy Notice at [www.greeninsurance.co.uk](http://www.greeninsurance.co.uk) which specifies the information we may collect on you and from whom, how and why we use this information, how we may share (including with other companies in the GRP group) and disclose the information and the retention of your data. In some instances, we may need to seek your consent before processing such data. We will always make it clear to you when and why we are seeking your consent. A hard copy of the Privacy Notice is available on request.

If you already hold a policy with us and have not chosen to opt out of e-marketing, then you will be on our e-marketing list. You can choose to opt out at any time by contacting us to update your marketing preferences. Additionally, any e-marketing that you receive from us will include a clear opt out option.

You have a number of rights (including the right of access to see personal information about you that is held in our records) and these are detailed in the Privacy Policy, but for any questions or concerns relating to the Privacy Policy or our data protection practices, or to make a subject access request, please contact us at:

GRP Retail Limited – Company Secretary, 7<sup>th</sup> Floor, 55 Mark Lane, London EC3R 7NE.

We are registered with the Information Commissioner's Office (ICO) – you can check this at [www.ico.org.uk](http://www.ico.org.uk)

Instructions to incept or renew a policy can only be taken for the policyholder. If you wish to nominate someone to give instructions on your behalf in respect of mid-term adjustments to an existing policy – we require prior notice in writing.

For security, training and audit purposes calls to and from our offices may be recorded.

#### **Cancellation and Transfer of Policies**

---

We will advise you whether you have the right to cancel the policy and the conditions for exercising these rights prior to conclusion of any insurance policy. Full details of cancellation rights, notice periods and premium implications can be found in your policy document. Notice of cancellation of any statutory cover for which a certificate has been delivered must be in accordance with the conditions stated in your policy document.

The services that we provide in return for commission are not diminished in the event that a policy is cancelled. Where a policy is declared void by the insurer or cancelled by either party, other than during any cooling off period, we will retain any fees and commission for the full policy period. If we cancel a policy due to non-payment, we reserve the right to recover any discounts allowed by us during the term of your policy after cancellation.

Should you transfer your policy to the control of another broker during the currency of the policy, we will retain and/or be entitled to demand any commission and/or fees charged/chargeable for the full policy period.

Should you transfer your policy to us from the control of another broker during the currency of the policy, we will not be responsible for the payment of any outstanding premium due to an insurer prior to a policy transfer to us. Furthermore, we will not be responsible for any shortfall in any return premium due to you for transactions processed by another prior to a policy transfer to us.

When we are appointed to administer policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in the insurance cover or advice not supplied by us. If you have any concerns in respect of a policy which has been transferred to us, you should immediately notify us.

#### **Claims**

---

In the event of an incident occurring which could give rise to a claim under your policy, you should notify us as soon as possible in accordance with your policy conditions. Failure to do so could prejudice your insurer's position and lead to the claim being repudiated or not paid in full. When we receive notification of an incident that could give rise to a claim, we will respond promptly, explain how we will handle your claim and tell you what you need to do. We will give you reasonable guidance to help you make a claim under your policy.

We reserve the right to charge a fee for our services if you cease to be our client but wish us to handle claims on your behalf and we agree to do so.

You should be aware that insurers exchange information through various databases to help check the information provided and prevent fraudulent claims, in particular, the Motor Insurers' Bureau (MIB) which hosts the Claims Underwriting Exchange (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR). CUE holds records on claims, whereas MIAFTR holds records on vehicles that have been written off.

#### **Our Liability to you**

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurances as acceptance of the limitation of our liability to you, and/or to any other person with an interest in your insurances. Our entire liability in contract, tort (including without limitation negligence) or otherwise will be strictly limited to £10million in respect of all aggregated claims brought by you in respect of the services provided by us, save that the following is wholly excluded:

- loss of profits;
- loss of sale or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data, or information;
- loss of or damage to goodwill; and/or
- indirect or consequential loss.

Our limit of liability detailed above relates to all and any claims brought against us, save for those claims made related to the following:

- resulting from our breach of the FCA's rules; or
- resulting from our fraudulent acts or any of our acts which are deliberately contrary to our agreement with you; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any liability which cannot lawfully be excluded or limited

#### **Governing law and language**

The relationship between us as broker and you as customer is governed by English Law. If there is a dispute which cannot be resolved under our complaints procedure, it will only be dealt with in the courts of England and Wales.

These terms of business are supplied only in the English language and all communications for the duration of our appointment will be in the English language unless, if you are a customer in a European Economic Area state other than the United Kingdom, you require otherwise.

#### **Severability**

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected

#### **Rights of third parties**

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

#### **Termination of the Agreement**

This agreement may be terminated at any time by mutual consent or by the other party giving 14 days' notice in writing.

## Finance Officer

---

**From:** Kevin Millard <Kevin\_Millard@ajg.com>  
**Sent:** 21 June 2023 15:31  
**To:** Finance Officer  
**Cc:** Town Clerk; UK Community Office NB Team  
**Subject:** RE: Empty Property Insurance [RFQ Ref: 120578026]  
**Attachments:** OSR Extended Proposal\_April 2021.pdf; Gallagher Risk Management healthsafetypackages2023.pdf

Hi Karen,

I have managed to obtain a premium indication only from our insurer for vacant property and they have replied as follows as an indication only at this stage:

*We are able to quote a premium of £881.25 plus IPT and Policy Fee (£50) under our JRP binder*

*Property Perils: FLEA (Fire, lightning, explosion and aircraft) and Wider Perils only*

*Limit of Indemnity for Property Owners Liability £2,000,000*

*Property Excess £500*

*TPPD/TPBI (Liability) Excess £500*

As these are not as competitive as your current solution I will file our records but wanted to get back to you with a comparison at least.

### **Additional Services from Gallagher**

#### **Cyber Insurance**

This cover is not currently available from Zurich Insurance I believe so I would encourage you to look at obtaining this cover and I can secure a quotation for you but would need you to arrange for the attached form to be completed and returned.

#### **Gallagher Risk Management Services**

We are still able to offer assistance with your Health & Safety requirements including audits to review your current documentation, a Competent Person service to a complete partnership arrangement with our specialist team. Details are attached and please let me know if you would like to hear more from the team.

Regards,

Kevin

Regards,

Kevin



**DOCUMENTS  
on DEPOSIT**

**These documents  
should remain available  
for public inspection until  
26 June 2023**

**In the District of Dover**

**THE KENT COUNTY COUNCIL  
(VARIOUS ROADS, DOVER) (SPEED LIMITS)  
(CONSOLIDATION) ORDER 2022 (AMENDMENT No.4)  
ORDER 2023**

**Road Traffic Regulation Act 1984**

---

Please return to:

**Traffic Management Team**  
Kent County Council Highways & Transportation  
Kroner House  
Eurogate Business Park  
Ashford  
TN24 8XU



## **In the District of Dover**

### **THE KENT COUNTY COUNCIL**

#### **(VARIOUS ROADS, DOVER) (SPEED LIMITS) (CONSOLIDATION) ORDER 2022 (AMENDMENT No.4) ORDER 2023**

##### **Road Traffic Regulation Act 1984**

Notice is hereby given that KENT COUNTY COUNCIL, acting as Local Traffic Authority and in exercise of its powers under sections 81, 82, 83 and 84 of the Road Traffic Regulation Act 1984, (hereinafter referred to as the Act) and of all other enabling powers, and after consultation with the Chief Officer of Police in accordance with Part III of Schedule 9 to the Act, hereby propose to make the following order.

The effect of the order would be to implement the speed limit of 30MPH speed limit on the following length of roads in Sandwich, Dover:-

**WOODNESBOROUGH ROAD** – From a point in line with the northern boundary of 149 Woodnesborough Road to its junction with Poulders Gardens.

A full statement of the Council's reasons for making the proposed Order, a plan indicating the location and the effect and a copy of any other Orders which will be amended by the proposed Order may be examined at Kent Highways & Transportation, Kent County Council, Kroner House, Eurogate Business Park, Ashford, TN24 8XU by appointment booked through [tro@kent.gov.uk](mailto:tro@kent.gov.uk) or viewed online from 2 June 2023 at [www.kent.gov.uk/highwaysconsultations](http://www.kent.gov.uk/highwaysconsultations)

Representations supporting or objecting to the proposed Order (your objection must explain the impact on traffic in the local area to be valid) can be made via our website using the above link or alternatively you can write to The Senior Parking & Traffic Regulation Officer, Traffic Management Team, Kent Highways & Transportation, Kent County Council, Kroner House, Eurogate Business Park, Ashford, TN24 8XU by 12 noon on Monday 26 June 2023.

**Simon Jones**

Corporate Director Growth, Environment & Transport



## **In the District of Dover**

### **THE KENT COUNTY COUNCIL**

**(VARIOUS ROADS, DOVER) (SPEED LIMITS) (CONSOLIDATION) ORDER 2022  
(AMENDMENT No.4) ORDER 2023**

**Road Traffic Regulation Act 1984**

The Kent County Council as traffic authority propose to make the Order referred to above and as shown on the drawing accompanying this document for the following reasons :-

- For avoiding danger to persons or other traffic using the road or any other road or for preventing the likelihood of any such danger arising
- For preserving or improving the amenities of the area through which the road runs.
- For facilitating the passage on the road or any other road of any class of traffic (including pedestrians).

**Lorna Day**  
Kent Parking & Enforcement Manager  
Highways & Transportation





SPEED LIMIT KEY	
	HIGHWAY BOUNDARY
	SITE BOUNDARY
	PROPOSED 30 mph SPEED LIMIT



**Notes:**

- DO NOT SCALE FROM THIS DRAWING.
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT.
- THE DEVELOPMENT LAYOUT A INSTALLED SURVEY ANALYSIS TAKEN FROM THROUGH ANNOTATED ENGINEERING LAYOUT M. AS AT THE DATE FROM SPP SURVEY'S TOPOGRAHICAL LINES SURVEYING INC. 1982-25 50-500 REY C UNITED KINGDOM AND THE DUMPY FIELD MARKS ASSOCIATED.

Rev	Description	Drn	Chk	Date
C	30 mph SPEED LIMIT EXTENT	SR	CM	15/02/21
B	30 mph SPEED LIMIT EXTENT	SR	CM	05/03/21
A	FOR APPROVAL	SR	CM	05/02/21

**BdR**  
 Chrl S. Structural Engineering Consultants  
 The Old Rectory, Halesowen, West Midlands, B63 3BP  
 Court Lane, Halesowen, West Midlands, B63 3BP  
 Tel: 0121 321 891418  
 email: [engineering@bdr.co.uk](mailto:engineering@bdr.co.uk)

**Client**  
**ABBEY DEVELOPMENTS LTD.**

**Project**  
 WOODNESBOROUGH ROAD,  
 SANDWICH, KENT

**Drawing**  
 TRO  
 SPEED LIMIT CHANGE

**FOR APPROVAL**

Scale @ A3	Date	Drawn by	Checked
1:1250	05.05.22	SR	CM
Job No.	Dwg. No.	Rev	
18-0074	C21105 C		



**DOCUMENTS  
on DEPOSIT**

**These documents should remain  
available for public inspection  
until 26 June 2023**

**In the District of Dover**

**THE KENT COUNTY COUNCIL  
(VARIOUS ROADS, DOVER DISTRICT) (WAITING  
RESTRICTIONS AND STREET PARKING PLACES)  
(AMENDMENT No.105) ORDER 2023**

**Road Traffic Regulation Act 1984**

**Please return to:**  
**Traffic Management Team**  
Kent County Council Highways & Transportation  
Kroner House  
Eurogate Business Park  
Ashford  
TN24 8XU

**PUBLIC  
NOTICE**

**Kent  
County  
Council**  
kent.gov.uk



## **In the District of Dover**

### **THE KENT COUNTY COUNCIL (VARIOUS ROADS, DOVER DISTRICT) (WAITING RESTRICTIONS AND STREET PARKING PLACES) (AMENDMENT No.105) ORDER 2023**

#### **Road Traffic Regulation Act 1984**

Notice is given that KENT COUNTY COUNCIL under sections 1(1), 2 (1) to (3), 3 (2), 4 (1) and (2), 32 (1), 35 (1), 44, 45, 46, 49 and 53 of the Road Traffic Regulation Act 1984 (hereinafter called "the Act") and all other enabling powers, after consultation with the chief officer of police in accordance with Paragraph 20 of Schedule 9 to the Act, hereby proposes to make the following order:-

The effect of the Order will be to introduce new or to extend or amend existing waiting restrictions in the following lengths of road (in this part of the notice DYL means waiting to be prohibited at all times by double yellow lines at the times prescribed below).

#### **Roads In Sandwich in the District of Dover**

**BURCH AVENUE – DYL –** On both side of the junction with St Barts Road for a distance of 12.5 metres in a northerly direction. **ST BARTS ROAD – DYL –** (1) On the southwest side 7 metres from junction with Woodnesborough Road for a distance of 6 metres in a south easterly direction. (2) On the southwest side from northern boundary of 48 St Barts Road for a distance 17 metres in a south easterly direction. (3) On the southwest side 4 metres from the northwest boundary of 60 St Barts Road for a distance of 9 metres in a south easterly direction. (4) On the south side 12 metres west and 5 metres east on either side of the School Keep Clears. (5) On the north side on both sides of the junction with Burch Avenue for 54 metres in a westerly direction and 20 metres in an easterly direction. (6) On the south side on both sides of junction with Hazelwood Meadow for 18 metres in a westerly direction and 27 metres in an easterly direction opposite 73/77 St Barts Road. (7) On the south side opposite and in line with the western boundary of 115 St Barts Road for a distance of 10 metres in an easterly direction. (8) On the north side 64 metres west from the junction with Fordwich Place for a distance of 12 metres in a westerly direction. **WOODNESBOROUGH ROAD – DYL –** On both sides from the junction with Poulders Gardens to the junction with Poulders Road.

A full statement of the Council's reasons for making the proposed Order, a plan indicating the location and the effect and a copy of any other Orders which will be amended by the proposed Order may be examined at Kroner House, Eurogate Business Park, Ashford, Kent TN24 8XU by appointment booked through [tro@kent.gov.uk](mailto:tro@kent.gov.uk) or viewed online from 2 June 2023 at [www.kent.gov.uk/highwaysconsultations](http://www.kent.gov.uk/highwaysconsultations)

Representations supporting or objecting to the proposed Order (your objection must explain the impact on traffic in the locality to be valid) can be made via our website using the above link or alternatively you can write to The Senior Parking & Traffic Regulation Officer, Kroner House, Traffic Management Team, Highways & Transportation, Eurogate Business Park, Ashford, Kent TN24 8XU by 12 noon Monday 26 June 2023.

**Simon Jones**

Corporate Director Growth, Environment & Transport

# STATEMENT of REASON

**Kent  
County  
Council**  
kent.gov.uk



**In the District Of Dover**

**THE KENT COUNTY COUNCIL**  
**(VARIOUS ROADS, DOVER DISTRICT)**  
**(WAITING RESTRICTIONS AND STREET PARKING PLACES)**  
**(AMENDMENT No.105) ORDER 2023**

**ROAD TRAFFIC REGULATION ACT 1984**

The Kent County Council acting as the Local Traffic Authority intends to make the Order referred to above and as shown on the drawings accompanying this document

- For avoiding danger to persons or other traffic using the road or any other road for preventing the likelihood of any such danger arising.
- For preserving or improving the amenities of the area through which the road runs.
- For facilitating the passage on the road or any other road of any class of traffic (including pedestrians).

**Lorna Day**  
Kent Parking & Enforcement Manager  
Highways, Transportation & Waste

**THE KENT COUNTY COUNCIL**  
**(VARIOUS ROADS, DOVER DISTRICT)**  
**(WAITING RESTRICTIONS AND STREET PARKING PLACES)**  
**(AMENDMENT No.105) ORDER 2023**

**ROAD TRAFFIC REGULATION ACT 1984**

The KENT COUNTY COUNCIL, acting as the Local Traffic Authority and in exercise of its powers under Sections 1(1), 2(1) to (3), 3(2), 4(1) and (2), 32(1), 35(1), 45, 46, 49, 53, 122 and 124 of the Road Traffic Regulation Act 1984 (hereinafter called "the Act") and all other enabling powers and after consultation with the Chief Officer of Police in accordance with Paragraph 20 of Schedule 9 to the Act, hereby propose to make the following Order:-

**Revocations, Modifications and Amendments**

In this Order the expression "Order of 2005" means "The Kent County Council (Various Roads, Dover District) (Waiting Restrictions and Street Parking Places) Order 2005". The Order of 2005 shall have effect as though:

**In the Schedule to the Order of 2005**

**SCHEDULE 1.00**  
**NO WAITING AT ANY TIME**

**Roads in Dover in the District of Dover**

The following entry to be inserted to the First Schedule of the Order of 2005 in place of the existing entry:-

**BURCH AVENUE** (1) On both sides

(a) from its junction with St Barts Road for a distance of 12.5 metres in a northerly direction;

The following entry to be inserted to the First Schedule of the Order of 2005 in place of the existing entry:-

**ST BARTS ROAD** (1) On both sides

(a) from its junction with Woodnesborough Road south eastwards for 30 metres;

(b) from its junction with Dover Road to a point in line with the boundary of 133/135 St Barts Road.

(2) On the north side

(a) from its junction with Burch Avenue to a point 20 metres east and to a point 54 metres west;

(b) from a point 64 metres west of its junction with Fordwich Place for a distance of 12 metres in a westerly direction.

(3) On the south west side

(a) from a point 7 metres east of its junction with Woodnesborough Road for a distance of 6 metres in a south easterly direction;

(b) from a point in line with the northern boundary of 48 St Barts Road for a distance of 17 metres in a south easterly direction;

(c) from a point 4 metres northwest of the boundary of 60 St Barts Road for a distance of 9 metres in a south easterly direction;

(4) On the south side

(a) from a point in line and opposite the boundary of 77/79 St Barts Road for a distance of 5 metres in an easterly direction:

(b) from a point in line and opposite the western building line of 71 St Barts Road for a distance of 12 metres in an easterly direction;

(c) between points 18 metres west and 27 metres east of its junction with Hazelwood Meadow;

(d) from a point opposite and in line with the western boundary of 115 St Barts Road for a distance of 10 metres in an easterly direction.

The following entry to be inserted to the First Schedule of the Order of 2005 in place of the existing entry:-

#### **WOODNESBOROUGH ROAD**

(1) On both sides

(a) from a point in line with the northern corner of No.56 Woodnesborough Road to a point in line with the western corner of No.94 Woodnesborough Road;

(b) from its junction with Poulders Gardens to its junction with Poluders Road.

(2) On the south eastern side from the western boundary of Woodnesborough Road level crossing to a point in line with the boundary of 52/54 Woodnesborough Road;

(3) On the north-western side from a point opposite the party wall of 42/44 Woodnesborough Road to a point 3 metres south of the southern building line of 95a Woodnesborough Road;

(4) On the north side from its junction with the access road to "Sandwich Leisure Park" eastwards to the west side of the "level crossing", which is a distance of 45 metres:

(5) On the west side from its junction with the access road to "Sandwich Leisure Park" southwards for a distance of 8 metres:

(6) On the south side from its junction with "The Rope Walk" footpath, westwards for a distance of 21 metres:

This Order may be cited as "The Kent County Council (Various Roads, Dover District) (Waiting Restrictions and Street Parking Places) (Amendment No.105) Order 2023" ('this Order') and shall come into operation on the        day of                                2023.

GIVEN under the Common Seal of The Kent County Council

This            day of                                2023

**THE COMMON SEAL OF THE  
KENT COUNTY COUNCIL was  
hereunto affixed in the  
presence of:-**

Authorised signatory



BLACK LANE (A1)  
 Ordnance Survey. (c) Crown Copyri

**FOR APPROVAL**

Scale @ A3  
 1:500

Date  
 06.05.22

Drawn by  
 SBR

Checked by  
 CAM

Job No.  
 18-0074 C21106 A

Dwg. No.  
 Rev

Project  
**WOODNESBOROUGH ROAD,  
 SANDWICH, KENT**

Drawing  
**TRO**

WAITING RESTRICTIONS SHEET 1



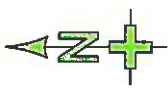
Client

**BdR**  
 Civil & Structural Engineering Consultants  
 The Old Rectory  
 Court Lane, Sandown, Kent, TN11 0DP  
 Tel: 01732 851110  
 email: engineering@bdr-uk.com

Rev	Description	SR	CM	Chk	Date
A	FOR APPROVAL				05.22

**Notes:**

- DO NOT SCALE FROM THIS DRAWING.
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT.
- THE DEVELOPMENT LAYOUT & PARTIAL SURVEY HAS BEEN TAKEN FROM THROUGH ASSOCIATES ENGINEERING LIMITED IN 2021. THE SURVEY FROM SEP SURVEY TOPOGRAPHICAL LAND SURVEY (JOB NO. 2021-05-001) BY © UNIST. UNCORRECTED AND NOT TO BE USED FROM UNRELATED ASSOCIATES.







**DOVER DISTRICT**  
**NEIGHBOURHOOD WATCH**  
**ASSOCIATION**

**To all Neighbourhood Watch co-ordinators and deputies.**

**Notice of the Associations Annual General Meeting.**

**It is taking place on Thursday 20<sup>th</sup> July at 7.30pm Whitfield Village Hall**

**Sandwich Road Whitfield CT16 3LY**

**Car parking is available on site. Tea and coffee will be served.**

<b>Report to Councillors and Members of: Sandwich Town Council</b>	
<b>Meeting scheduled for 26<sup>th</sup> June 2023</b>	
<b>Report from: Maddox Working Group</b>	
<b>Date: 15<sup>th</sup> June 2023</b>	
<b>Subject: Maddox Working Group Update</b>	
<b>Classification: General</b>	
<b>Purpose of report:</b>	
To inform the Council on the main points of discussion during the Maddox Working Group meeting held on 13 June 23 and seek approval to the recommendations set out below.	
<b>Maddox Working Group Meeting 13 June 2023</b>	
Councillors Franklin, Gray, Marie, Csuka and Breen attended together with the Responsible Finance Officer K Palmer. Councillor Franklin was elected chair.	
There were no apologies. The meeting was filmed.	
Councillor Csuka was not nominated to the Working Group at the May STC meeting and it was agreed to co-opt him onto the Working Group subject to confirmation of his full membership. Margaret Thomas, a close friend of Georgina Maddox was in attendance and it was agreed to co-opt her onto the Working Group subject to confirmation by Council. Lester Thompson, a local resident and retired deputy head was proposed as a co-opted member of the Working Group.	
No declarations of pecuniary interest were made and there was no public presentations.	
<b>Activities for the Working Group</b>	
The meeting reviewed the attached Gantt Chart setting out the sequence of proposed activities which are grouped into 6 work streams. The key points being:	Attachment 1
1) <b>Sandwich Town Council:</b> At future meetings, the Council will be asked by the Working Group to approve key milestones and in particular make ‘Practicality Decisions’ regarding the use of the Maddox property as a community hub and the appointment of trustees. The Council will be in full control at each step.	
2) <b>Charity:</b> Cllr Gray agreed to lead on establishing the charity and advised that a law practice will need to be engaged in order to incorporate the charity. A proposal will be presented to Council at a future meeting. Other activities such as recommendations for trustees are to be discussed at a later date.	
3) <b>Executor:</b> Given it is 14 months since probate was issued, a status on progress of the estate administration from the executor is considered overdue. It was agreed that Cllr Gray and the Interim Town Clerk should write to the executor, seek a meeting and report back to Council on his findings. The executor will charge the estate for the time spent in the meeting.	
4) <b>Financial:</b> Shares received to date are held by a fund manager on behalf of the Council. The RFO reported that the Fund Manager has asked if STC would agree to opening a Discretion Managed Account for a minimum of 12 months with a fee of 0.6%. The meeting recommended that the shares should be left as they are so that once the charity is incorporated, the share ownership can be transferred. The RFO is to seek clarification from the fund manager on the status of the shares in respect of a holding fee and dividends	

applicable under the current arrangement – a report summarising the finding and any recommendation will be issued to both the Working Group and Council.

The Mayor is currently a signatory to the Fund Manager account and the meeting agreed that the Mayor should be asked to continue in that role.

- 5) Property Organisation Hub: A survey of local organisations (Attachment 2) to establish the level of potential future use of the Hub was discussed and agreed.

Attachment  
2

It is proposed that the survey should be issued to the list of organisation included (Attachment 3) together with a covering letter. It was agreed that the survey should be open to residents and local businesses. Also, that the survey should be publicised, made available on the Council website with paper copies for collection available at the Guildhall reception.

Attachment  
3

The survey responses, once analysed will be presented to Council.

Other points discussed and agreed:

- That by appointment, 'Open Days' should be made available for respondees to the survey provided Health & Safety implications identified in the condition survey (eg asbestos, safe means of access) were understood and insurance limitations were made clear to all visitors.
- Access / keys to the property are to be controlled.
- The meeting acknowledged that the bequest imposed additional work on the Council staff – the cost of which is to be discussed and a proposal presented to the Council.

- 6) Property Maintenance: The architect proposed at the May meeting is scheduled to attend site on 20 June to undertake a condition survey which is to include suitability of the bungalow for modification to a public building.

Attending to the garden was considered to be an urgent matter for attention. It was agreed that the gardening services company previously employed by Georgina should be approached by the RFO and engaged in the short term while a scope is developed and procurement exercise is undertaken for the long term maintenance. The monies would come from the Maddox funds and given the urgency of the work needed, treated as emergency expenditure.

It was agreed that local residents are key stakeholder and that the Working Group should communicate with them on a regular basis. This is to be discussed and actioned at future Working Group meetings.

### **Feedback from STC Meeting on 22 May 2023**

Planning Permission for change of use: Dover Planning Office were contacted and a fee for preplanning advice is payable. The amount is to be confirmed either £100 or £200

Scoping Document: It was accepted that the sequence of activities shown in Attachment 1 sets out the STC approvals at key stages including scheme development.

Condition Survey: The architect has agreed to undertake the condition survey; the report findings will be presented to the Working Group and at a future STC meeting.

**Recommendations:**

1. The Council approve Cllr Csuka as a member of the Maddox Working Group.
2. The Council approve Margaret Thomas and Lester Thompson as Working Group co-optees.
3. The Council delegate power to Cllr Gray to write to the executor, seek a meeting and report back to Council on his findings.
4. The Council direct that the Maddox shares received to date which are held by the fund manager should be left as they are ie a discretionary fund account should not be opened.
5. That the Mayor confirms his willingness to remain a signatory to the Fund Manager account.
6. The Council approve the issue of the Survey in attachment 2 and direct on number of weeks for respondees to submit. 8 weeks is suggested
7. The Council approve payment of up to £200 to Dover District Council for preplanning advice on the change of use from residential to community hub.
8. The Council delegate power to the Maddox Working Group Chair and Interim Town Clerk to incur expenditure on any minor items up to a total cost of £2,000. Any such expenditure to be properly incurred, allocated to the Maddox account and reported to STC.

## Maddox Working Group Plan

### Sandwich Town Council

Approvals (inc all expenditure & appointments)

Practicality Decision

### Working Group

#### Charity

- Draft Constitution
- Agree Trustees
- Register Charity
- Investment Strategy
- Governance Arrangements
- Receive & approve grant applications

#### Executor

- Estate Administration Status
- Report to STC

#### Financial

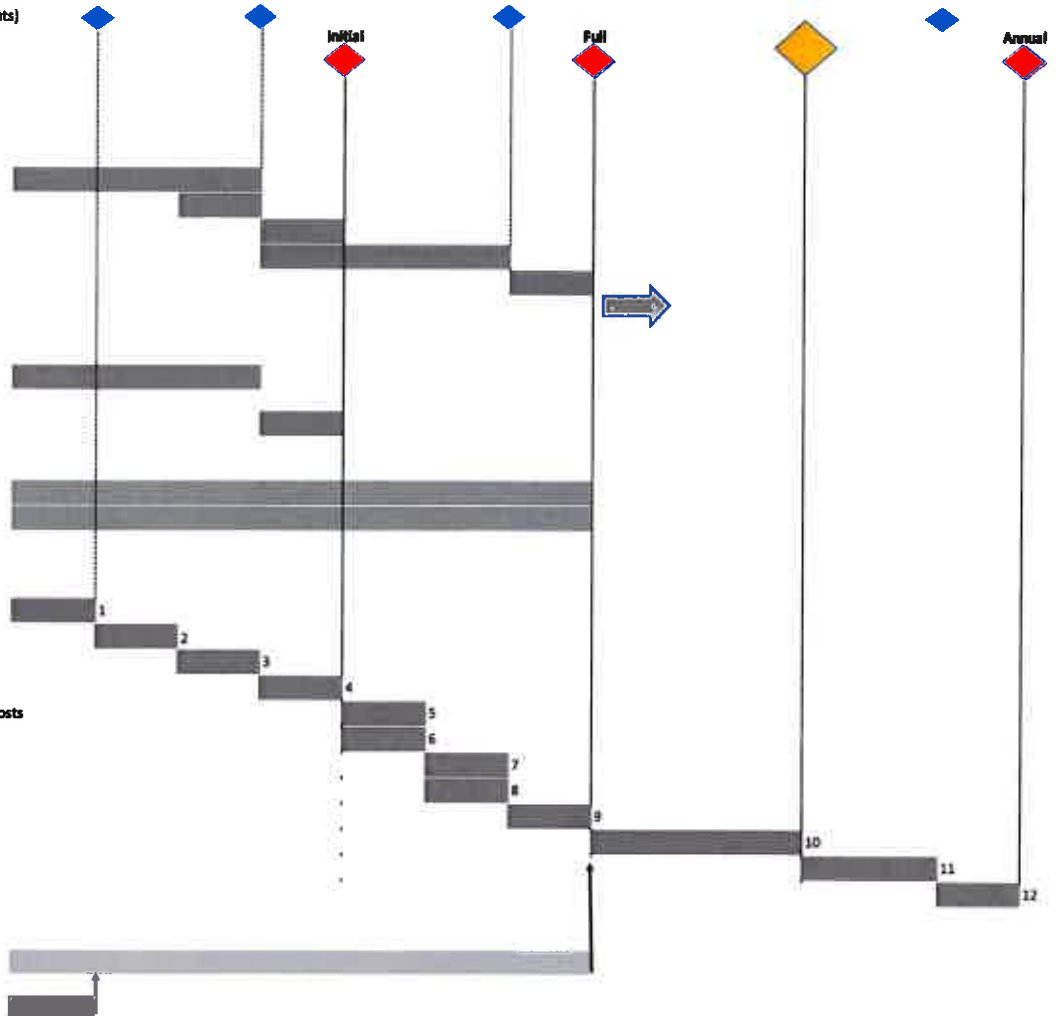
- Oversee Investments
- Manage Costs & Monthly Report

#### Bayhall Hub

1. Draft Survey of Organisations & List
2. Update & Issue
3. Organisations confirm need
4. Analyse results and Report
5. Develop schemes & outline associated costs
6. Develop management arrangements
7. Develop Business Case
8. Confirm Planning Permission
9. Recommend Preferred Option
10. Undertake Building Modifications
11. Initial Operations
12. Annual Review Report

#### Property Maintenance

- General Maintenance approved by STC
- Condition Survey





## SANDWICH TOWN COUNCIL

Sandwich Town Council recently became the owner of 84 Strand Street, Sandwich when it was gifted by Georgina Maddox in her will. It was Georgina's wish that the property be used as a community hub for local organisations if practical and so the purpose of this questionnaire is to establish the level of interest by local organisations to use the property.

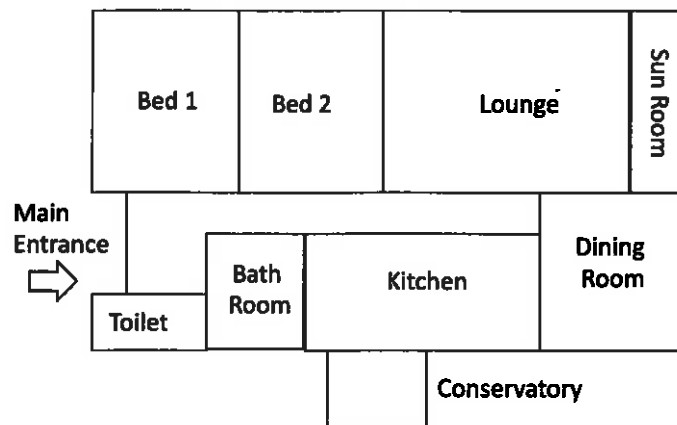
Organisations are asked to complete the survey and return it to the Town Clerk by dd/mm/yy. Further copies of the survey are available on the website.....

Once completed the level of interest will be assessed and this will be used to inform the council and, if a viable need is identified, become a basis for the modifications required to the property to make it compliant with the building regulations applicable to a public building.

84 Strand Street is a bungalow built in 1950's standing in its own grounds. The bungalow is in need of refurbishment and redecoration. The approximate main room sizes are:

Lounge:	19' x 14'
Bedroom 1	11' x 14'
Bedroom 2	11' x 14'
Dining Room	12' x 12'
Conservatory	6' x 8'

There is a grand piano in the lounge and a photocopier in Bedroom 1. The diagram below gives an indication of the layout



<b>Section 1: About your organisation</b>	
Title	
Address	
Status	Charity, Company, not incorporated
Committee Members	
Number of Members	
Contact Details (email & 'phone)	
Are financial accounts available	

<b>Section 2: Statement of General Interest</b>	
Please select one of the options below:	
1. Yes, we would definitely want to use the community hub 2. No, we have no need for this facility 3. Possibly	
If you have selected Option 2, please sign below and return this questionnaire to the Town Clerk  If you have selected either option 1 or 3, please complete the next 3 sections of this questionnaire	

I confirm that our organisation has no need to use the proposed community hub		
Name	Signature	Date

**Section 3: Current Activities**

**Activity 1 Description**

**Number of members typically attending**

Adults 18+

Youths 12 - 18

Children

**Frequency & duration of meetings**

Daily

Hrs

Weekly

Hrs

Monthly

Hrs

Other (please specify)

Hrs

**Current Location where activity is undertaken:**

**Activity 2 Description**

**Number of members typically attending**

Adults 18+

Youths 12 - 18

Children

**Frequency and duration of meetings**

Daily

Hrs

Weekly

Hrs

Monthly

Hrs

Other (please specify)

Hrs

**Current Location where activity is undertaken**

<b>Section 4: Maddox Hub (as existing layout)</b>	
<b>Activity Number (as section 3) to be undertaken</b>	
<b>Rooms to be used (please refer to the layout)</b>	
<b>Equipment required eg chairs, tables, TV monitor,</b>	
<b>Description of any special equipment owned by your organisation that you would require to store on premises:</b>	
<b>Requirements for catering: Please describe any catering needs eg tea / coffees, hot meals:</b>	
<b>Access Requirements</b>	
<b>Number of Disabled Parking spaces</b>	
<b>Number of General Parking spaces</b>	
<b>Other general requirements</b>	

**Section 5: Maddox Hub (future layout)**

Please describe below the activities that you would undertake in the Maddox Hub if the existing layout was reconfigured or extended. Please include numbers of people attending, equipment needed and if possible size of area. Also, identify any activities that you would like to undertake outside in the garden.

Any other comments

I confirm that our organisation would like to use the proposed community hub as described above:

Name

Signature

Date

## **Sandwich Organisations to be Surveyed**

Age Concern Sandwich  
Albion Equie  
All Sorts of Music (Music school)  
Allotments  
Arts Society Sandwich  
Baypoint Sports Club  
Bettshanger Park  
Bring Alive Sandwich Heritage  
Butts Recreation Ground Skate Park  
Coastal Radio  
Eastry Cricket Club  
Gazen Salts Nature Reserve  
Guildhall Museum  
Karate Club  
Living Lively (Singing Group)  
Manwood Singers  
Medieval Centre  
Medival Boat Yard  
Merry Goround Nursery  
Nostalgic Sandwich  
Pace Soccer  
Poulders Gardens  
Princes Golf Club  
Razzmatz Theatre School  
Rotary Club  
Royal St Georges Golf Club  
Sandwich Bay Bird Observatory Trust  
Sandwich Bowling & Social Club  
Sandwich Concert Band

Sandwich District Netball  
Sandwich Environmental Conservation Group  
Sandwich Honfleur Twinning Association  
Sandwich in Bloom  
Sandwich Infant School  
Sandwich Junior School  
Sandwich Library  
Sandwich Local History Society  
Sandwich Scouts  
Sandwich Technical School  
Sandwich Town Council  
Sandwich Town Council  
Sandwich Town Cricket Club  
Sandwich Town Events  
Sir Roger Manwood School  
St Andrew's Church  
St Bart's Chapel  
St Barts Day Nursery  
St Clement's Church  
St Mary's Centre  
St Peter's Church  
Stonar Close  
Sunflower Centre  
Tennis Club  
The Bullwarks  
Trampoline Club  
United Reform Church  
White Mill Rural Heritage Centre  
White Mills Aqua Park