



BRAUNSTONE TOWN COUNCIL

www.braunstonetowncouncil.org.uk

Darren Tilley – Executive Officer & Town Clerk

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6th February 2019

To: Councillor Nick Brown (Chair), Councillor Amanda Hack (Vice-Chair) and Councillors Anthea Ambrose, Shabbir Aslam, Parminder Basra, Sam Maxwell, Phil Moitt, Gary Sanders, Darshan Singh, Robert Waterton and Bill Wright.

Dear Councillor

You are summoned to attend a meeting of the **POLICY & RESOURCES COMMITTEE** to be held in the Fosse Room at Braunstone Civic Centre on **Thursday, 14th February 2019** commencing at **7.30pm**, for the transaction of the business as set out below.

Yours sincerely,

Executive Officer & Town Clerk

AGENDA

1. **Apologies**
To receive apologies for absence.
2. **Disclosures of Interest**
To receive disclosures of Interest in respect of items on this agenda:
 - a) Disclosable Pecuniary Interests,
 - b) Other Interests (Non-Pecuniary).
3. **Public Participation**
Members of the public may make representations, give evidence or answer questions in respect of any item of business included on the agenda. At the discretion of the Chairperson the meeting may be adjourned to give members of the public present an opportunity to raise other matters of public interest.
4. **Minutes of the Meeting held 10th January 2019**
To confirm the accuracy of the Minutes of the meeting held 10th January 2019 to be signed by the Chairperson (**Enclosed**).

5. **Shakespeare Park - Improvement & Development**
To consider progress with funding, borrowing application, timescales for awarding the contract for the works and arrangements for the future management of the facility (**Enclosed**).
6. **Contract for the provision of Licensed Bar and Café Services**
To consider a new contract for the provision of Licensed Bar and café services, including the tender and appointment process (**Enclosed**).
7. **Update on Thorpe Astley Culvert and legal transfer of Thorpe Astley Park**
To receive an update on the current position with Thorpe Astley Culvert and the legal transfer of Thorpe Astley Park (**Enclosed**).
8. **Memorials on Parks & Open Spaces**
To consider the approach taken in other areas to allowing memorials in memory of individual residents on its parks and open spaces and to consider a scheme (**Enclosed**).
9. **Open Spaces & Parks Winter Works Programme - Progress Report**
To receive a progress report on the Winter Works Programme 2018/2019 (**Enclosed**).
10. **Pitch Allocations 2019/2020**
To consider pitch capacity and set the fees and process for allocations for the 2019/2020 season (**Enclosed**).
11. **End of Quarter Financial Position - Cashbook and Reserves**
To receive a summary of the Council's Cash and Reserves for the period 1st April 2018 to 31st December 2018 (**Enclosed**).
12. **Financial Comparisons**
To receive Financial Comparisons for the period 1st April 2018 to 31st January 2019 (**Enclosed**).
13. **Approval of Accounts**
To consider payments from 1st January 2019 until 5th February 2019 (**Enclosed**).
14. **Future Arrangements for servicing Dog Waste Bins**
***RECOMMENDED:-** That in view of the special / confidential nature of the business to be transacted, it is in the public interest that the press/public be temporary excluded and they be instructed to withdraw (Standing Orders 3.5 and 3.7 apply). Reason for exception – Commercial Interests.*

To receive the recommendations of a service review of the alternative options for dog waste bin emptying and to determine future service provision and the arrangements for implementation (**Enclosed for Councillors**).

15. Braunstone Town Library and Customer Services – Update

RECOMMENDED:- That in view of the special / confidential nature of the business to be transacted, it is in the public interest that the press/public be temporary excluded and they be instructed to withdraw (Standing Orders 3.5 and 3.7 apply). Reason for exception – Legal Advice.

To receive an update on the arrangements to transfer the management of Braunstone Town Library from Leicestershire County Council to Braunstone Town Council and to receive an update on the future of the Service Level Agreement with Blaby District Council for Customer and Social Inclusion services (**Enclosed for Councillors**).

16. Modifications to Job Description – Communications and Events

RECOMMENDED:- That in view of the special / confidential nature of the business to be transacted, it is in the public interest that the press/public be temporary excluded and they be instructed to withdraw (Standing Orders 3.5 and 3.7 apply). Reason for exception – Personal Information.

To consider revisions to the job title of Community Services & Engagement Officer and to make minor changes to the description for the purpose of the job (**Enclosed for Councillors**).

17. Termination of the Meeting



NOTE:

CRIME & DISORDER ACT 1998 (SECTION 17) – The Council has an obligation to consider Crime and Disorder implications of all its activities and to do all that it can to prevent Crime and Disorder in its area.
EQUALITIES ACT 2010

Braunstone Town Council has a duty in carrying out its functions to have due regard to:-

- eliminate unlawful discrimination, harassment and victimisation;*
- advance equality of opportunity between different groups; and;*
- foster good relations between different groups*

To ensure that no person receives less favourable treatment on the basis of race, disability, sex, gender re-assignment, sexual orientation, age, religion or belief, marriage or civil partnership, pregnancy or maternity.

BRAUNSTONE TOWN COUNCIL

MINUTES OF POLICY & RESOURCES COMMITTEE

THURSDAY 10th JANUARY 2019 AT 7.30PM

PRESENT: Councillor Nick Brown (Chair), Councillor Amanda Hack (Vice-Chair) and Councillors Anthea Ambrose, Shabbir Aslam, Parminder Basra, Sam Maxwell, Phil Moitt, Gary Sanders, Darshan Singh, Robert Waterton and Bill Wright.

Officers in Attendance: Darren Tilley, Executive Officer & Town Clerk.

There were no members of the public present at the meeting.

57. Apologies

No apologies for absence were received.

58. Disclosures of Interest

A disclosure of Non-Pecuniary Interest was made by Councillor Amanda Hack in agenda item 9, Transfer of Thorpe Astley Open Spaces: David Wilson Homes, updated documents, since Councillor Hack's private property was adjacent to one of the areas of open space.

59. Public Participation

In accordance with Standing Order 3.6, members of the public may attend the meeting for the purpose of making representations, giving evidence or answering questions in respect of any item of business included on the agenda.

There were no members of the public at the meeting.

60. Minutes of the Meeting held 1st November 2018

The Minutes of the Meeting held on 1st November 2018 were circulated (item 4 on the agenda).

RESOLVED that the Minutes of the meeting held on 1st November 2018 be approved and signed by the Chairperson as a correct record.

61. Shakespeare Park - Improvement & Development

The Committee considered progress with funding, the borrowing application, timescales for awarding the contract for the works and arrangements for the future management of the facility (item 5 on the agenda).

The results of a further consultation exercise on sports and recreation facilities in the Town, which included the Shakespeare Park proposals and how the Council could finance borrowing for the project and whether an

increase in the precept would be supported, was submitted (filed with these minutes).

RESOLVED

1. that the approach set out in the report, in respect of progressing funding be endorsed;
2. that the position with potential borrowing and the consultation results be received and that delegated authority be given to the Executive Officer & Town Clerk to extend the consultation period and amend the consultation in order to gather additional information for the purposes of assisting funding applications;
3. that the proposed outline draft programme of use be endorsed and delegated authority be given to the Executive Officer & Town Clerk to amend following comments from the sports clubs;
4. that the advice in relation to the Tennis Court improvements, including the comments of the Working Group and Citizens' Advisory Panel, be received and noted; and
5. that the revised timescales for the project, attached at Appendix 2, be adopted.

Reasons for Decision

1. *To enable funding options to be assessed and sought to ensure the long term financial stability and sustainability of the project.*
2. *To ensure that updated information was considered and consulted upon prior to Council making a borrowing application and to gather additional information to assist with funding applications.*
3. *To ensure that the Pavilion was used to increase participation in sporting activity, to ensure its operation would be sustainable and to maximise revenue opportunities.*
4. *To ensure that appropriate improvements were made to the Tennis Courts and to ensure its long term sustainability.*
5. *To provide a guide for the progression of the project, which could be amended accordingly as appropriate.*

62. Council Objectives

The Committee considered the Council's Priorities and Objectives and determined whether they were relevant to address current and emerging issues faced by the Council and the community (item 6 on the agenda).

RESOLVED THAT IT BE RECOMMENDED TO COUNCIL:

1. that the nine Town Council Priorities for 2019/2020, based on the 2018/2019 Priorities and as updated, be approved as set out in the report; and
2. that the Council Objectives set out in Appendix 1, be approved.

Reasons for Decision

1. *The Council's priorities continued to be the focus for delivering a vision for local services and an environment which reached the highest possible standards, and the approach was supported by the Town's*

Citizens' Advisory Panel and the Council's Standing Committees.

2. *To ensure that the Council's objectives were relevant and reflected changing issues within the community.*

63. Capital Plan 2019/2020

The Committee considered priorities and projects for 2019/2020 Capital Plan (item 7 on the agenda).

RESOLVED THAT IT BE RECOMMENDED TO COUNCIL:

1. that the Completed Projects (section a), having now been completed, be removed from the rolling programme of Capital Projects;
2. that the projects due for completion (section b) be removed, assuming their completion prior to the end of the plan period, otherwise to be included on the 2019/2020 Capital Plan;
3. that the Current Projects (section c) be rolled forward on to the 2019/2020 Capital Plan; and
4. that the Proposed New Project (section d) be added to the 2019/2020 Capital Plan; and
5. that the Projects proposed for Deletion (section e) be removed from the rolling programme of Capital Projects.

Reasons for Decision

1. *To confirm that the projects had been completed and there was no further work outstanding.*
2. *To ensure the plan was updated accordingly reflecting progress with its delivery.*
3. *To confirm that the projects were outstanding and were still required.*
4. *To recognise the need to undertake investment and improvement as identified.*
5. *To recognise that, following review, these Projects were no longer required.*

64. Estimates for Budget and Precept 2019/2010 and beyond (including Fees & Charges)

The Committee considered the budget and precept for 2019/2020, including fees and charges and proposed estimates for future years (item 8 on the agenda).

RESOLVED

1. that the significant increase in cost for emptying the Council's Dog Waste Bins be noted and that the Committee's concerns be conveyed to Blaby District Council along with informing them of the Town Council's decision to review arrangements in order to avoid additional costs in 2019/2020 and beyond;

THAT IT BE RECOMMENDED TO COUNCIL:

2. that the review of arrangements for emptying the Council's Dog Waste Bins be noted and that any additional costs in 2019/2020 be met using the Parks & Open Spaces budget;

3. that a new Cost Centre for “Library & Customer Services”, under the responsibility of Policy & Resources Committee, be created as detailed in the report and set out at Appendix 1;
4. that administrative arrangements for Town Mayor’s Allowance, as detailed in the report and set out at Appendix 1, be approved;
5. that no percentage increase be applied to Community Centres, sports pitches and miscellaneous fees and charges;
6. that the Estimates for 2019/2020, as attached at Appendix 1 of the report, be approved as the Council’s Budget for 2019/2020; and
7. that a Net Precept Requirement for £604,817 for the financial year 2019/2020 be submitted to Blaby District Council.

Reasons for Decision

1. *To ensure that Blaby District Council were aware of the impact of their decision on local services and tax payers and to provide them with notice that the Town Council was seeking to find alternative solutions to avoid the additional costs.*
2. *To allow for a service review of the alternative options for dog waste bin emptying to be undertaken and for any arrangements to be implemented.*
3. *To align budgets in accordance with the Town Council’s proposals for managing, staffing and resourcing Customer and Information Services.*
4. *To enable the office to efficiently support the Town Mayor, while enabling the office holder to be compensated for out of pocket expenses in accordance with guidance issued by HMRC.*
5. *Given the economic pressures, to increase hire charges in line with the projected increase in precept over the next 3 to 5 years was likely to have a negative impact on the net income from room hire and more widely on the offer and appeal the centres have in the community.*
6. *To meet the Town Council’s operating budgets for 2019/2020 along with funding for the Capital Plan and service pressures as identified in the report on Medium Term Priorities and Financial Planning.*
7. *The precept requirement for the year being the difference between expenditure and income, calculated in accordance with Section 50 of the Local Government Finance Act 1992.*

65. Transfer of Thorpe Astley Open Spaces: David Wilson Homes, updated documents

The Committee received and considered revised maps of the land due to be legally transferred from David Wilson Homes to the Council (item 9 on the agenda).

RESOLVED

1. that the legal transfer of Open Spaces from David Wilson Homes Limited, as shown in red on the Plan and detailed in the Land Registry Transfer of part of registered title(s), attached at Appendix 1, be completed and THAT IT BE RECOMMENDED TO COUNCIL that the Common Seal be applied to the transfer documentation;
2. that the legal transfer of Open Spaces from Wilson Bowden Developments Limited, as shown in red on the Plan and detailed in the

Land Registry Transfer of part of registered title(s), attached at Appendix 2, be completed and THAT IT BE RECOMMENDED TO COUNCIL that the Common Seal be applied to the transfer documentation;

3. that where parcels of land were initially offered by David Wilson Homes Limited and Wilson Bowden Developments Limited and subsequently maintained and managed by the Town Council, but not included in the final legal transfer map and documentation set out in 1 and 2 above, the Town Council cease to manage and maintain such land and inform David Wilson Homes Limited / Wilson Bowden Developments Limited accordingly;
4. that should either David Wilson Homes Limited and/or Wilson Bowden Developments Limited seek to subsequently transfer additional open space and should Braunstone Town Council be interested in adopting, then this would be subject to:
 - a) the developer picking up the cost of the Town Council's legal fees in full and providing a mutually agreeable commuted sum;
 - b) the land being transferred in a condition agreeable to Braunstone Town Council; and
 - c) the transfer of responsibility for management and maintenance taking place once the legal transfer had been completed and confirmed by HM Land Registry.

Reasons for Decision

1. *To enable the transfer of the public open space owned by David Wilson Homes Limited to be completed and for the Town Council to become the legal owner.*
2. *To enable the transfer of the public open space owned by Wilson Bowden Developments Limited to be completed and for the Town Council to become the legal owner.*
3. *There was no evidence that either developer would be in a position to transfer this land, nor was there any indication that other land originally identified would be transferred to Braunstone Town Council in the future.*
4. *To ensure that the Town Council nor the Town Council's Solicitor picked up additional legal costs due to the failure of David Wilson Homes / Wilson Bowden Developments to properly identify the open space for transfer and produce the necessary legal documentation. To ensure the Town Council was able to meet the initial costs of maintaining additional open space, particularly given the restraints on the Council's finances.*

66. Financial Comparisons

The Committee received Financial Comparisons for the period 1st April 2018 to 31st December 2018 (item 10 on the agenda).

RESOLVED that the report be noted.

Reason for Decision

There were no issues of concern with income and expenditure against the budget for 2018/2019.

67. Approval of Accounts

The Committee considered payments from 24th October 2018 until 31st December 2018 (item 11 on the agenda).

RESOLVED that the list of Approved Expenditure Transactions for the Period 24th October until 31st December be approved.

Reason for Decision

To authorise payments in accordance with the Accounts & Audit Regulations and the Council's Financial Regulations.

68. Termination of the Meeting

The meeting closed at 8.45pm.

NOTE:

CRIME & DISORDER ACT 1998 (SECTION 17) – The Council has an obligation to consider Crime & Disorder implications of all its activities and to do all that it can to prevent Crime and Disorder in its area.

EQUALITIES ACT 2010

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- eliminate unlawful discrimination, harassment and victimisation;
- advance equality of opportunity between different groups; and;
- foster good relations between different groups

To ensure that no person receives less favourable treatment on the basis of race, disability, sex, gender re-assignment, sexual orientation, age, religion or belief, marriage or civil partnership, pregnancy or maternity.

These issues were considered in connection with each of the above decisions. Unless otherwise stated under each item of this report, there were no implications.

These minutes are a draft and are subject to consideration for approval at the next meeting, scheduled for 14th February 2019.

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 14th FEBRUARY 2019

Item 5 – Shakespeare Park – Improvement & Development

Purpose

To consider progress with funding, borrowing application, timescales for awarding the contract for the works and arrangements for the future management of the facility.

Grant Funding Update

Sport England – Community Asset Fund

Further details have been provided to Sport England, which included the future management arrangements for the facility and further information on the facility's use. This included a letter of support from Blaby District Council, which is attached at Appendix 1. Sport England have responded that the letter "will only strengthen the community use" case.

In addition, Sport England also require further information of the likely community users of the Club Room. To that extend an Expression of Interest process has been set up to enable groups and organisations to indicate that they may be interested in using/hiring the new facility.

All community organisations registered with the Town Council were contacted and the invitation has been posted on the website and shared on social media. To date two responses have been received. The deadline for responses is 7th February and a further update will be provided at the Committee meeting. In the absence of sufficient responses and a decision by Sport England then consideration should be given to an extension of the deadline.

Football Foundation Football facilities grant scheme

The Football Foundation has a facilities grant scheme, which includes grants towards buildings. Initial discussions have identified that the Council may be able to access funding up to £100,000 from the scheme. The first stage of the application process to the Football Foundation is to submit a pre-application and a progress update is being pursued and a further update will be reported at the Committee meeting.

The County FA are in the process of completing a local football facility plan for each local authority which will be the investment portfolio moving forward. The Executive Officer & Town Clerk is meeting with the consultant who is developing the Blaby District plan on 6th February to discuss the Town Council's proposals for Shakespeare and our Capital Plan. The Blaby District plan should be drafted in April 2019.

In terms of receiving Football Foundation funding, the project would stand a stronger chance of being successful if it is included in this plan.

Section 106 Funding

Section 106 funding of £17,213.35 (the total amount available) was approved on 13th December 2018 and is ring fenced to site works, such as Parking Bays, Paving, Kerbs & Edgings, Fencing & Gates, Landscaping and Street Furniture, which must serve the users of Shakespeare Park and be accessible to the general public at all times with no restrictions on access.

Borrowing

Policy & Resources Committee received a full report on the borrowing options, process and repayments in June and August 2018.

With the Sport England Community Asset Grant Funding remaining to be determined (see above), the recommendation has not yet been referred to Council for determination.

If the Council chose to submit a borrowing application with the balance to be found from other funding sources, confirmation that this funding had been secured would need to be provided to the Ministry of Housing, Communities and Local Government.

Consultation

The Department also considers how the Council will finance the borrowing and where an increase in the precept is required, whether adequate public consultation to that effect has been undertaken.

To that extent a consultation exercise was undertaken in November and December and 13 responses were received, which was reported to Committee on 10th January. The Committee decided, that pending funding decisions, the consultation should be extended. The extended consultation closed on 31st January and a total of 37 responses have been received from both rounds and the results are attached at Appendix 2.

Again, in the absence of sufficient responses and a decision by Sport England then consideration should be given to an extension of the deadline.

Future Relationship

Details were submitted at the last meeting of the Committee concerning the future relationship with the clubs, including arrangements for managing the facility and longer term tenure. These have been submitted to Sport England and have received a positive response.

However, a response is awaited from the Clubs as to whether they wish to proceed on this basis. Any progress update will be reported to the Committee meeting. Subject to their approval, more detailed work on the legal text would be undertaken.

Timescales for awarding the contract for the works

Once the outcome of funding applications is known, now suspected to be spring or early summer of 2019, at least two months' notice has to be given to the contractor of a start date, meaning that the earliest work is likely to commence is late summer. Contracts will be formally drawn up when the funding has been secured. The current timetable for the project is attached at Appendix 3.

Recommendations

1. That the approach set out in the report, in respect of progressing funding be endorsed; that the expression of interest responses in the Clubroom be noted; and that delegated authority be given to the Executive Officer & Town Clerk to extend the timescale for expressions of interest to be received while funding decisions were awaited;
2. that the position with potential borrowing and the consultation results be received and that delegated authority be given to the Executive Officer & Town Clerk to extend the consultation period while funding decisions were awaited; and
3. that the revised timescales for the project, attached at Appendix 3, be adopted.

Reasons

1. To enable supporting evidence to be gathered in order to progress funding options and ensure the long term financial stability and sustainability of the project.
2. To ensure that updated information was considered and consulted upon prior to Council making a borrowing application.
3. To provide a guide for the progression of the project, which could be amended accordingly as appropriate.

Date: 23rd Jan 2018
My Ref:
Your Ref: Shakespeare Park Pavilion
Contact: Jeanette Brookes
Tel No: 0116 272 7703
Fax No:
Email: leisure@blaby.gov.uk

Dear Sir/Madam

We are writing in reference to Braunstone Town's grant application for improvements to the Shakespeare Park Pavilion which we fully support.

The District Council has a dedicated Health and Leisure Services Team whose aim is to increase levels of physical activity within the Blaby District to improve a range of local health outcomes and this exciting project will contribute towards achieving these goals.

Braunstone Town has pockets of deprivation, with their cluster of schools performing worse than other clusters of schools in the Blaby area. It has higher levels of obesity, inactivity and emotional, behavioural needs. (School Profiles 16-17/Health Profiles 2018). With the improvements to the Shakespeare Park Pavilion this will benefit children, young people and adults in accessing local services, which are affordable, inclusive and within a safe and enjoyable environment.

Working in Partnership with Braunstone Town Council we can help to establish new and existing sports clubs and community groups at this improved facility through our Blaby District Local Sports Alliance and Health Partnership, to contribute to improving the health and wellbeing of our residents.

Yours sincerely

PP 

Phill Turner
Health and Leisure Services Manager
Blaby District Council



T Neal, Leisure & Regulatory Services Group Manager

Blaby District Council Council Offices Desford Road Narborough Leicestershire LE19 2EP
Telephone: 0116 275 0555 Fax: 0116 275 0368 Minicom: 0116 284 9786 Web: www.blaby.gov.uk





BRAUNSTONE TOWN COUNCIL
www.braunstonetowncouncil.org.uk

**Sports and Recreation Facilities in Braunstone Town
Shakespeare Park Improvements
Consultation**

Braunstone Town Council has an ambitious capital programme for improvements to its parks and recreation spaces, including improvements to sporting facilities, for example the Sports Pavilion and Pitches at Shakespeare Park.

We are inviting you to have your say on Sporting and Recreation provision and priorities for improvements generally and the specific proposals for Shakespeare Park, including how we fund these.

Both the Capital Plan and information on Shakespeare Park Improvements is available on our website and from Braunstone Civic Centre.

1. How important is it to provide services and facilities in the community to support healthy living, wellbeing and community cohesion?

Please circle one: Very Important (33) Important (3) Not Important (1)

2. How important overall are the community sports and recreation facilities in Braunstone Town in achieving these aims?

Please circle one: Very Important (33) Important (2) Not Important (2)

3. Do you feel Braunstone Town has sufficient sporting and recreation facilities?

Please circle one: Too Much (1) Enough (3) Need More (25)
Insufficient (7)

4. Which sports do you consider are important for the community?

Please circle which you consider important.

Football (31) Rugby (13) Bowling (19) Pentanque (4) Tennis (24)
Netball (9)

Other Sports (Please list):

- Dance (2)
- Indoor fitness classes
- Children play area
- Athletics
- Gymnastics (2)

- Boxing
- Darts
- Skittles
- Keep Fit classes
- Healthy lifestyles & wellbeing
- Gym

5. How important is it for Braunstone Town Council to invest in community sporting and recreation facilities for future generations?

Please circle one: Essential (30) Important (5) Not Important (2) Not necessary

Comments (please explain your response):

- Very important for the children to give them things to do not just football there all girls who want other activities
- At a time of increasing costs and reducing funding I think it is imperative that town/parish councils prioritise their spending plans to benefit the whole community. I am concerned that some expenditure is enjoyed by an increasing number of non-Braunstone Town residents
- There is sufficient places for these to be held in the Civic and Thorpe Astley building if you advertised them more.
- Encourages healthy exercise. Creates a community identity & friendship
- Promoting sport to especially the younger generation and get them out into the outdoors has never been more important in a safe environment
- To give children somewhere to go and socialise and keep fit and healthy
- My son plays football here and it really could do with more on there first as room or even for parents to get a hot drink or food
- Physical activities are very important for children's development, in the age of computers and mobile phones it is very important to give as many opportunities as possible for children and young people to spend time exercising outside
- Health

6. Do you consider the Shakespeare Park proposals will provide a sustainable site for sport and recreations facilities to support healthy living, wellbeing and community cohesion?

Please circle one: Yes (33) No (3)

Comments (please explain your response):

- No really it only going to benefit the bowls club and one football team not the whole community
- I would need hard evidence of current usage and by whom together with how such improvements will be used, promoted. I would also be interested

in hearing if there is any planned cost recovery together with ongoing costs.

- There are already suitable places they just aren't used to their full potential, I'd invest in what you already have.
- It encourages ownership of local environment.
- An indoor space for gymnastics club would be needed
- I don't even go there, and I am not quite aware of the proposals
- As above never more important to provide a safe place to play and train enjoy sport
- The current facilities are outdated and in need of updating to reduce maintenance costs
- We already use Shakespeare Park for football trainings and weekend recreation place, so yes, it is a place which is supporting community's healthy living
- A lot of children love to play football and having facilities is vital for them
- Already used for some sports which has developed over many years

7. In addition to grants from Sport England, the Football Foundation and Blaby District Council; do you consider that Braunstone Town Council should invest in the facility to ensure that the proposed redevelopment can go ahead at a cost of 13p per week for band B and 17p per week for band D on Council Tax bills, 7% of the Town Council's budget?

Please circle one: Yes – represents good value (30) No – not good value (5)

Comments (please explain your response):

- No that's disgusting why should we pay more council tax these improvements to Shakespeare Park are not going to benefit the whole of Braunstone town at all we need more group opening for girls not everyone likes football!
- As per comments above. Not convinced that the 'community' will get the value for money. Like many people I suspect, I would be unhappy contributing to a facility used by a small number of residents. Residents should be given the option of whether to contribute.
- A relatively small amount to contribute to community cohesion.
- I'm sure this would be acceptable to residents. I'm on a low income and have two girls but would be willing to pay if it meant that they would go to the clubs in our area.
- We need facilities for community and youths. There is a great interest in young people in football and thus will help them keep active and learn crucial team working skills
- Yes, we are investing in the grown-ups of tomorrow
- Having something for my children to go and have fun and keep fit it's a small price to pay
- This is a very much needed facility
- Try for lottery money as it's for OAPS, Children + Disabled People etc.

APPENDIX 3 – TIMESCALES

The following is the proposed updated timescales for the project, taking into account assumptions in the report:

March 2019	<ul style="list-style-type: none"> • Closure of consultation with residents, users and sports clubs on Future Arrangements and Funding • Sports Clubs consider Management Committee and Lease Arrangements
April 2019	<ul style="list-style-type: none"> • Outcome of Sport England Community Asset Fund Grant Application • Policy & Resources Committee reconsiders Borrowing Application
May 2019	<ul style="list-style-type: none"> • Outcome of Football Foundation Facilities Fund Application • Council determines a Borrowing application
June 2019	<ul style="list-style-type: none"> • Lead in Period
August 2019	<ul style="list-style-type: none"> • Closure of Tennis Courts (for up to one year) • Commencement of Building Works on Pavilion • Exploring funding for Playground and Tennis Courts
September 2019	<ul style="list-style-type: none"> • Invitation to Quote for Playground and Tennis Courts Works
October 2019	<ul style="list-style-type: none"> • Consultation on Playground and Tennis Courts options • Funding applications for Playground and Tennis Courts Works
November 2019	<ul style="list-style-type: none"> • Policy & Resources Committee determines quotes for playground and tennis courts works
January 2020	<ul style="list-style-type: none"> • Commencement of works on Playground
February 2020	<ul style="list-style-type: none"> • Completion of works on Playground
April 2020	<ul style="list-style-type: none"> • Pavilion becomes fully operational • Demolition of Old Pavilion begins • Works on Car Park and Car Park extension
May 2020	<ul style="list-style-type: none"> • Commencement of works on Tennis Courts
July 2020	<ul style="list-style-type: none"> • Completion of works on Tennis Courts • Site becomes fully operational

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 14th FEBRUARY 2019

Item 6 - Contract for the provision of Licensed Bar and Café Services

Purpose

To consider a new contract for the provision of Licensed Bar and café services, including the tender and appointment process.

Background

From the 13th August 1986 to 6th May 1989 the Licensed Bar at Braunstone Civic Centre was managed and operated by the Council.

Since 7th May 1989, the Council has entered into four year contracts with a private contractor to operate the Licensed Bar service on its behalf. The contractor pays the Council a fixed sum for each year of the contract and is in receipt of all incoming monies to the Licensed Bar Services derived from the sale of alcoholic and non-alcoholic drinks and cold bar snacks. Since the contract is a service contract, the bar space remains part of the Council's premises and the Council bears the cost of the general rate, heating, lighting, general power and water rates.

By contracting out the service to a private contractor, the Council receives fixed sum payments and the contractor is responsible for:

- all staffing costs and matters relating to the operation of the bar service;
- keeping stock records and accounts;
- payment of all Government dues involved in running the Licensed Bar including VAT, Income Tax, National Insurance;
- receiving all deliveries of stock;
- stocking the bars with a wide range of beers bottled and draught, soft drinks, spirits, wines, fortified wines, low alcohol beers and red and white house wines, together with hot beverages (tea and coffee);
- determining the retail selling prices, subject to these being competitive with similar establishments; and
- providing a Mobile Bar Service at the Thorpe Astley Community Centre at no additional cost to the hirers.

On 10th July 1993 the Council entered into a four year Agreement for a private contractor to operate the bar at a fixed sum. At the end of the contract period, the contract was extended for one year, until 9th July 1998, whilst a major Civic Centre refurbishment programme was completed.

The Council has subsequently advertised and renewed the contract in 1998, 2002, 2006, 2010 and finally on 10th July 2014, which ran until 9th July 2018.

The Town Council's Capital Plan approved on 25th January 2018, included a priority project to refurbish the Civic Centre Bar, Kitchen and Store Facilities, to enable the

expansion of the facility to provide a café service during the day and additional lunches and meals, utilising the space more effectively and providing a wider community social space.

On 22nd February 2018, given a decision on the extent and scope of the refurbishment could not be made until the completion of the Shakespeare Park procurement and the conclusion around the future management of the Library, the Council agreed that with a contract value of £19,000 per annum, it would extend the current Licensed Bar Contract for a further 12 months until 9th July 2019, with some minor modifications to allow flexibility of opening hours and staffing support.

Planned Refurbishment and Café Services

The Town Council's Capital Plan, recently reviewed and approved by Council on 31st January 2019, similarly includes a priority project to refurbish the Civic Centre Bar, Kitchen and Store Facilities, to enable the expansion of the facility to provide a café service.

The Council's Architect has produced plans, which also incorporate refurbishment of both sets of toilets, which were last refurbished in the refurbishment programme of 1997/1998. However, these plans remain on hold while the Town Council completes the procurement process of the Shakespeare Park project and undertakes further discussions with Leicestershire County Council with a view to taking over the service management of the Library.

Therefore, the Licensed Bar contract provisions have been reviewed to take into account the requirement to provide Café Services (see below and at Appendix 1).

Procurement Act 2015

Under the Procurement Act 2015, any proposed contract for the supply of goods, materials, services and the execution of works with an estimated value in excess of £25,000 shall be procured on the basis of a formal tender with a public notice of intention to place a contract to be placed on the Contracts Finder Website, on the Council's website and in any other relevant publication. A specification of the goods, materials, services and the execution of works must also be drawn up.

Financial Regulation 11.1 and Standing Order 6.6b cover in detail the Council's processes for contracts. Financial Regulation 11a(iii) allows for the extension of existing agreements; however, since the Council agreed in 2018 to extend the existing contract for one year and the annual value is £19,000, it will not be possible to extend the contract for another year since this will go beyond the £25,000 threshold set out in the Procurement Act of 2015.

Revised Contract

A revised service contract to cover both Licensed Bar and Café Services is attached at Appendix 1. This includes the revisions made in the one year extension to the 2014 – 2018 contract.

In order to avoid misunderstanding the title and wording of the contract highlights that the contract is for the provision of services (i.e. a service contract) as opposed to provision of land (i.e. rent/lease of the space), although already covered at paragraph 14.6. To that extend the contract also clarifies that a service contract (as opposed to provision of land) is subject to VAT.

The proposed revisions take into account the requirement and ability to operate the space as a café and a review once the planned refurbishment has been undertaken should there be a significant expansion of the services provided.

In addition, following areas are covered in the new contract:

- i. food hygiene requirements,
- ii. clarification of what constitutes the premises of the bar/café and shared areas,
- iii. licence requirements,
- iv. clarification that Executive Officer & Town Clerk extends to other designated and appointed officers of the Council,
- v. as a Council Service, the need to adhere to the law in relation to its application to the Town Council and to Council policies and procedures (except employment),
- vi. clarification of the payment arrangements and the ability to impose penalties for late payment,
- vii. standards of customer behaviour and the role of the contractor, banning and complaints processes, and
- viii. duty to cooperate with the Town Council, provide the necessary information at the end of the contract, cooperate with any new contractor and a contract complaints process.

The following information is required, and has been requested, from the current contractor for the tender documentation:

- Balance Sheet, Profit and Loss Accounts from 1st April 2013 – to be included under Tender Base at paragraph 13; and
- Employee information as required by The Transfer of Undertakings (Protection of Employment) Regulations 2006.

Timescales

The following are broad timescales for the advertising, tender and renewal of the contract:

- February: legal, financial and personnel advice on contractual provisions
- 8th March: latest date for advertising for tenders
- 23rd April, 4pm: deadline for receipt of tenders
- By week commencing 29th April: Member Panel to short list tenders (if required) for further examination and interview
- Weeks commencing 7th & 13th May: Member Panel Selection (including interviews) and recommendation
- By 17th May: selection of preferred supplier (and reserves) and offer of appointment to the contract.

Recommendations

1. That the Service Contract for the Provision of Licensed Bar and Café Services for Braunstone Civic Centre, including for a mobile service at Thorpe Astley Community Centre as required, as amended and as attached at Appendix 1 of the report, be approved;
2. that the timescales for tender and appointment of the contractor, as set out in the report, be approved;
3. that delegated authority be given to the Executive Officer & Town Clerk, in consultation with the Leader and Deputy Leader of the Council, to make modifications to the contract referred to in 1 above, and if necessary the timescales referred to in 2 above, following legal, financial and personnel advice;
4. that, subject to 1 – 3 above, the contract be advertised and tenders invited in accordance with the Procurement Act 2015, Standing Orders 6.5 and 6.6 and Financial Regulation 11;
5. that delegated authority be given to the Executive Officer & Town Clerk to appoint a Member Selection Panel to short list, interview (as required) and make recommendations on preferred tenders and the appointment of a preferred contractor; and
6. that delegated authority be given to the Executive Officer & Town Clerk to select the most advantageous tender and reserve tenders and to award the contract and ensure arrangements would be in place for its implementation.

Reasons

1. To take into account the provision of Café Services, allow flexibility around Civic Centre and Bar and Café opening hours in order to reduce costs for both the Town Council and the Bar Contractor and to clarify and address issues which have arisen during the current contract period in order to provide for a successful and sustainable service in multi-functional community facilities.
2. To enable suitable time for potential contractors to analyse the contract and submit a suitable tender and to ensure that the appointed contractor had suitable lead in time (if appropriate) to take over the contract for the service on 10th July 2019.
3. To ensure that the legal, financial and personnel requirements of the contract were the subject of specialist advice to ensure that they were relevant and legally sound.
4. To ensure that tenders were invited in accordance with legal obligations and to obtain best value for the Town Council.
5. A Selection Panel was needed to thoroughly scrutinise the tenders received and the persons tendering to ensure that the Council was in a position to appoint the most advantageous tender. The Panel would be meeting around the time of the local elections, new Council and Annual Meeting and therefore, prior appointments could not be made.
6. To avoid any undue delay with appointment of a contractor, given if an alternative contractor was selected, a lead in and transfer period would be required, including a potential TUPE consultation, and following the local elections a new Policy & Resources Committee would not be appointed until the Annual Meeting of the Council.

BRAUNSTONE TOWN COUNCIL



SERVICE CONTRACT FOR THE PROVISION OF LICENSED BAR AND CAFÉ SERVICES



BRAUNSTONE TOWN COUNCIL

www.braunstonetowncouncil.org.uk

Executive Officer & Town Clerk

Email: Executiveofficer@braunstonetowncouncil.org.uk

Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester, LE3 2PP

Telephone: 0116 2899270 Fax: 0116 2824785

Civic Centre Reception, Bookings & Joint Service Shop

Telephone: 0116 2890045

SERVICE CONTRACT FOR THE PROVISION OF LICENSED BAR AND CAFÉ SERVICES

Instructions to Persons Tendering

1. Attached are the following documents :-
 - (a) Instructions to persons tendering
 - (b) References
 - (b) Form of Tender
 - (c) Articles of Agreement
 - (d) Tender Base
 - (e) Specification (and Appendix)
 - (f) Conditions of Contract
2. The Tender is to be made on the Form of Tender which is bound up with the aforementioned documents and the bound volume containing all the documents, duly completed and signed, must be delivered, enclosed in a plain sealed envelope bearing no mark or name indicating the identity of the sender, and endorsed 'Tender - Licensed Bar & Café Services' to the Executive Officer & Town Clerk, Braunstone Town Council, Civic Centre, Kingsway, Braunstone Town, Leicester LE3 2PP, not later than 4pm on Tuesday 23rd April 2019.
3. Persons tendering must obtain for themselves on their own responsibility and at their own expense, all the information which may be necessary for the purpose of making a tender and of entering into a Contract, and must examine all the relevant documents and must inspect and consider the sites and surroundings. Upon submitting a tender, the person tendering shall be deemed to have satisfied himself/herself as to the correctness of any information or representation made in the Contract documents, and no claim of any kind shall be allowed on any ground of any such information or representation proving inaccurate or incomplete.
4. Enquiries relating to the work in this Contract may be made by making an appointment with the Executive Officer & Town Clerk on (0116) 2899270 or executiveofficer@braunstonetowncouncil.org.uk.
5. The Council does not bind itself to accept the highest or any tender.
6. Canvassing of members or of any committee, directly or indirectly, for any Contract with the Council shall disqualify the Contractor for such appointment. If an applicant for any appointment or Contract with the Council is to his knowledge related to any member of or the holder of any office under the Council, he and the person to whom he is related shall disclose the relationship in writing to the Executive Officer & Town Clerk. A Contractor who fails to do so shall be disqualified for such Contract, and, if appointed, may be dismissed without notice.
7. Debtors will be disqualified from appointment.

PLEASE RETURN THIS FORM TOGETHER WITH YOUR TENDER DOCUMENTS

REFERENCES WILL BE TAKEN UP WHEN CANDIDATES ARE INVITED TO INTERVIEW. PLEASE INDICATE CLEARLY ANY REFEREE WE MAY NOT APPROACH AT THAT STAGE.

LICENSING ACT 2003
<input type="checkbox"/> I hold an existing 'Personal Licence' under Section 117 of the Licensing Act 2003 (copy attached)* OR <input type="checkbox"/> It will be necessary for me to make an application for a Personal Licence under Section 117 and understand that this contract cannot be implemented until such time as a Licence has been granted* <i>* Please tick as applicable</i>

<u>FOOD HYGIENE (ENGLAND) REGULATIONS 2006</u>
<input type="checkbox"/> I hold a Food Hygiene Certificate under the Food Hygiene (England) Regulations 2006 (copy attached)* OR <input type="checkbox"/> It will be necessary for me to make an application for a Food Hygiene Certificate under the Food Hygiene (England) Regulations 2006 and understand that this contract cannot be implemented until such time as a Food Hygiene Certificate has been granted* <i>* Please tick as applicable</i>

REFERENCES	
Please supply the names and addresses of persons who may be approached for references	
REFERENCE 1 (TRADE REFERENCE)	REFERENCE 2
NAME	NAME
ADDRESS	ADDRESS
POST CODE	POST CODE
TELEPHONE	TELEPHONE

BANK REFERENCE	
Please supply the details of your bank and confirm your consent for us to obtain a reference.	
ACCOUNT NAME	
BANK NAME	
BANK ADDRESS	
POST CODE	

I CONSENT TO YOU CONTACTING MY BANK FOR THE PURPOSES OF A REFERENCE	
SIGNED	
FULL NAME (BLOCK CAPITALS)	
ADDRESS (BLOCK CAPITALS)	
POST CODE	
DATE	

ALL OBLIGATIONS IN CONNECTION WITH COMPETITIVE TENDERING CONTRACT -
LICENSED BAR AND CAFÉ SERVICES
BRAUNSTONE CIVIC CENTRE, KINGSWAY, BRAUNSTONE TOWN, LEICESTER
AND AT THE THORPE ASTLEY COMMUNITY CENTRE, LAKIN DRIVE, THORPE ASTLEY, LEICESTER

FORM OF TENDER

To : The Town Mayor and Members of Braunstone Town Council

Having examined the Conditions of Contract, Articles of Agreement, and Specification of the above mentioned (and the matters set out in the Appendix hereto), we offer to complete the Service required to be performed, in accordance with the Articles of Agreement, Conditions of Contract, Specification for the following :-

A fixed sum of £..... (pounds) **plus VAT**
for each year of the Contract Period payable in twelve instalments per annum, each paid at monthly intervals. ~~(Payments are exempt from VAT)~~

Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the highest or any tender you may receive.

Yours faithfully,

Signature

Address

..... Tel. No.

Date 2019

Notes :

Minimum Amount of Insurance **£5,000,000** for any one claim
Contract Period 4 years (from 10th July 2019 to 9th July 2023)

TENDER BASE

The tender base is defined as follows :-

1. From the 13th August 1986 to 6th May 1989 the Licensed Bar was managed and operated by the Council. The income (excluding V.A.T.) resulting from bar sales was :-

13.8.86 - 31.3.87	-	£ 13,772.56
1.4.87 - 31.3.88	-	£ 46,413.52
1.4.88 - 31.3.89	-	£ 60,715.25
1.4.89 - 6.5.89	-	£ 8,440.90
2. During the period 7th May 1989 to 10th July 1989 the Licensed Bar was operated by a private contractor. (Temporary contract)
3. On 10th July 1989 the Council entered into an agreement for a private contractor to operate the bar at a fixed sum, payable to the Council, of £8,000 for each year of the contract period.
4. On 10th July 1993 the Council entered into a four year Agreement for a private contractor to operate the bar at a fixed sum, payable to the Council, of £12,000 for each year of the Contract period.
5. The Contract was extended for one year, until 9th July 1998 whilst a major Civic Centre refurbishment programme was completed.
6. On 27th May 1998 the Council entered into a four year agreement for a private Contractor to operate the bar for a fixed sum, payable to the Council, of £16,500 for each year of the contract period.
7. On 29th May 2002 the Town Council entered into an agreement for a Contractor to operate the bar for a fixed sum, payable by the Contractor to the Council, of £18,000 for each year of the Contract period.
8. On 6th July 2006 the Town Council entered into an agreement for a Contractor to operate the bar for a fixed sum, payable by the Contractor to the Council of £18,000 for each year of the Contract period.
9. In January 2009 the Town Council agreed a 10% reduction in the Contract Price for six week period up to 28th February 2009.
10. *On 10th July 2010 the Town Council entered into an agreement for a Contractor to operate the bar for a fixed sum, payable by the Contractor to the Council of £18,000 raising by £500 for each subsequent year of the Contract to £19,500 in 2013/2014. A copy of the Contract is available from the Executive Officer & Town Clerk.*
11. In October 2010, Braunstone Town Council became responsible for the management of the Thorpe Astley Community Centre. The Contractor agreed to provide and develop an occasional licensed bar service at the Thorpe Astley Community Centre, as and when required by hirers of the facility.
12. On 11th April 2013, the Council agreed to a deferment of one month's instalment to be paid by the existing Contractor at the end of the Contract period.
13. *On 10th July 2014, Braunstone Town Council entered into an agreement for a Contractor to operate the bar for a fixed sum, payable by the Contractor to the Council of £19,000 per annum. A copy of the Contract is available from the Executive Officer & Town Clerk.*
14. *On 10th July 2018, Braunstone Town Council entered into a one year extension of the contract, while it ascertained future options for extending the Licenced Bar Service to include Café Services. A copy of the Contract is available from the Executive Officer & Town Clerk.*

15. Balance sheets and Profit and Loss Accounts (prepared by the present Contractor's accountants) are available for inspection at the Executive Officer & Town Clerk's office. The accounts are summarised as follows :-

	<u>SALES</u>	<u>NET PROFIT</u>
1995	£19,200	£18,666
1996	£91,327	£18,721
1997	£90,198	£17,862
1998	£108,585	£23,592
1999	£115,163	£19,679
2000	£112,117	£17,862
2001	£117,303	£19,075
2002	£110,164	£21,673
2003	£101,859	£18,262
2004	£107,037	£18,081
2005	£103,599	£23,915
2006 (1/8/5 to 31/7/6)	£103,599	£20,537

	<u>SALES</u>	<u>NET PROFIT</u>
2007 (1/8/6 to 31/7/7)	£98,917	£20,906
2008 (1/8/7 to 31/7/8)	£95,005	£17,247
2009 (1/8/8 to 31/7/9)	£102,264	£15,244
2010 (12/7/10 to 31/03/11)	£75,533	£14,143
2011 (1/4/11 to 31/3/12)	£109,504	£12,758
2012 (1/4/12 to 31/3/13)	£109,672	£8,867
<u>2013 (1/4/13 to 31/3/14)</u>		
<u>2014 (1/4/14 to 31/3/15)</u>		
<u>2015 (1/4/15 to 31/3/16)</u>		
<u>2016 (1/4/16 to 31/3/17)</u>		
<u>2017 (1/4/17 to 31/3/18)</u>		

14. The Braunstone Civic Centre and Thorpe Astley Community Centre are used by a wide variety of groups and organisations and is available for exhibitions, lectures, receptions, club meetings, conferences, dances, celebrations. The advance bookings diaries are available for inspection by arrangement with the Executive Officer & Town Clerk.

SPECIFICATION INDEX

1. Description of Contract
2. Premises Licence
3. Minimum Service Hours
4. Financial Responsibilities
5. Wine List
6. Contract Commencement/Stocktake
7. Licensing Act 2003
8. Furniture Fittings and Plant
9. Internal Presentation of the Buildings
10. Hygiene Cleaning Standards
11. Refuse Arrangements
12. Staffing
13. Accommodation/Rooms
14. General Requirements
15. Alterations/Improvements/Removals
16. Contract Completion
17. Performing Rights Society Fee

SPECIFICATION

1. Description of Contract

This contract is for the continued overall commercial and marketing operation of the Licensed Bar and Café Service, Civic Centre, Kingsway, Braunstone Town and Thorpe Astley Community Centre, Lakin Drive, Thorpe Astley, Leicester on behalf of Braunstone Town Council

The Contractor will be responsible for all aspects of the running and promotion of the facilities and providing the service of alcoholic and non-alcoholic beverages, snacks and light lunches.

2. Premises Licence – Service Period

i) Braunstone Civic Centre (Permanent Bar Service) – maximum opening times for the sale by retail of alcohol on and off the premises:-

Monday to Thursday	10.00am to 11.00pm
Friday and Saturday	10.00am to 11.30pm
Sunday	Noon to 10.30pm

ii) Thorpe Astley Community Centre (Mobile Bar Service) maximum times for the sale by retail of alcohol on and off the premises:-

Monday to Thursday	10.00am to 11.00pm
Friday to Saturday	10.00am to Midnight
Sunday	Noon to 10.30pm

3. Minimum Service Periods

i) The minimum service periods for the Civic Centre Licensed Bar are as follows:-

Monday to Thursday	7.00pm to 11.00pm
Friday to Saturday	7.00pm to 11.30pm
Sundays	Noon to 2.00pm and 7.00pm to 10.30pm
New Year's Eve	7.00pm to midnight
Other Bank & Statutory Holidays	7.00pm to 11.00pm

unless otherwise agreed in advance and in writing between the Contractor and the Executive Officer & Town Clerk and within the Contract Price.

The Contractor may extend the opening hours at the Civic Centre within the maximum periods set out in Section 2i above, within the Contract Price and at no extra charge.

The Contractor may open the Licensed Bar Facility on Bank & Statutory Holidays between 10.00am and 7.00pm subject to sufficient notice being given to the Executive Officer & Town Clerk, and the necessary staff cover being provided. ~~(Note: the Civic Centre may not open for public use unless an appointed Council employee is on duty.)~~

The Town Council will only provide a Duty Officer at Braunstone Civic Centre when the Centre is open for use by hirers or for Town Council business. Outside these times, if the Facility is open, the Contractor will be responsible for the safety and security of the Civic Centre premises.

ii) There are no 'minimum' service periods required at the Thorpe Astley Community Centre. The Contractor is, however, required to provide a mobile bar service within the opening hours as set out in Section 2ii above only, at the request of hirers of the facilities.

4. Financial Responsibilities

The Contractor shall be in receipt of all incoming monies to the Licensed Bar Services derived

from the sale of alcoholic and non-alcoholic drinks, cold bar snacks, fees for glass hire, etc.

The Council will bear the cost of the general rate, heating, lighting, general power and water rates.

The Contractor will bear the cost of cleaning the Civic Centre Bar, toilets and Foyer/Reception on Sundays PM and public/bank holidays and the Bar Servery / cellar areas at all other times and the kitchen (after use by the Contractor). All other areas of the premises will be cleaned at the expense of the Council.

The Contractor shall be responsible for the payment of all Government dues involved in running the Licensed Bar including VAT, Income Tax, National Insurance etc and shall, if requested provide the Council with evidence of having done so.

The Contractor will be responsible for receiving all deliveries of stock during the period of this contract. The Council will not accept liability for any stock deficiencies.

The Contractor must stock the bars with a wide range of beers bottled and draught, soft drinks, spirits, wines, fortified wines, low alcohol beers and red and white house wines, together with hot beverages (tea and coffee).

The Contractor must stock a wide range of snacks and food, including catering for healthy eating (e.g. fruit and low sugar foods) and special diets (e.g. gluten free, vegetarian and vegan).

Retail selling prices may be varied at the discretion of the Contractor. Such prices shall, however, be competitive with similar establishments in the area, and a price list shall be prominently displayed.

The Contractor will provide a Mobile Bar Service at the Thorpe Astley Community Centre at no additional cost to the hirers.

Any ancillary fees such as corkage, glass hire and fees for providing a mobile bar at Thorpe Astley, must be approved by the Executive Officer & Town Clerk before they are introduced.

5. Wine List

The Contractor will submit a wine list indicating full details of wines and proposed retail prices at the time of tender, which can be made available to all patrons.

The wine list will comprise a minimum of 6 varieties representing white, red, rose and sparkling wines.

Submitted retail prices will be guaranteed for patrons for a minimum of 12 months from the date of contract (excepting any change in duty).

6. Contract Commencement/Stocktake

(a) Consumable Stock

The Contractor shall take over all consumable stock on commencement of the Contract. He will be given a list of all stock at that time and will have 2 days within which to agree the stock list with the Executive Officer & Town Clerk. At the end of this 2 day period the list will be deemed to be correct whether checked or not.

The contractor will be required to repay Braunstone Town Council the value of the stock which will be assessed as initial purchase price plus the VAT where applicable within 1 week of the commencement of the contract.

In the event of the failure to pay within the permitted period, interest will be applied daily to the value outstanding at the rate of 2% above Cooperative Bank Base Rate.

(b) Fixtures, Fittings, Machinery (Appendix A)

The Contractor shall take over on commencement of the contract all fixtures, fittings and

machinery. The contractor shall be given a list of all such items on commencement and will have 2 days within which to agree that list with the Executive Officer & Town Clerk and notify of defects. At the end of the 2 day period, this list will be deemed to be correct whether checked or not.

7. Licensing Act 2003

The Braunstone Civic Centre and the Thorpe Astley Community Centre are Licensed for the sale by retail of alcohol. The contractor will need to obtain the necessary licences and approvals for the following activities in the Bar/Café at Braunstone Civic Centre:-

- A performance of live music
- Any playing of recorded music
- A performance of dance
- Entertainment of similar description to that falling within a performance of live music, any playing of recorded music or a performance of dance
- Entertainment facilities for making music
- Entertainment facilities for dancing
- Entertainment of a similar description to that falling within entertainment facilities for making music or dance

~~The sale by retail of alcohol~~

The Contractor will meet the following requirements:-

- i) Hold a 'Personal Licence' under Section 117 of the Licensing Act 2003.
- ii) Be designated 'Premises Supervisor' in accordance with the Act and ensure that conditions attached to both premises licences are complied with at all times.
- iii) Ensure that sufficient Bar/Security staff are employed for the preservation of order in the Bars, function rooms and public areas.

If, for any reason, the Contractor is refused a 'Personal Licence, under Section 17 of the Licensing Act 2003, he/she will immediately advise the Town Council's Executive Officer & Town Clerk.

8. Furniture and Fittings and Plant

Appendix A sets out the current level of furnishing and fittings that exist in the premises and which will be available for the Contractor to use. This is a matter of choice but Contractors will be required to replace/reinstate at the end of the contract period any items that are missing or damaged or have reached the end of their useful life through above normal wear and tear. The Contractor will therefore be responsible throughout the contract term for its security and maintenance/replacement. Contractors will not remove any items on Appendix A from the premises unless prior written approval has been given by the Council's Executive Officer & Town Clerk.

A regular audit of all existing furniture and fittings at which all items will be expected to be accounted for, the Contractor shall be given two weeks notice of such an audit.

Any further items required for the operation of the contract by the contractor will be provided by the contractor and will remain the property of the contractor. Any item which the contractor requires in order to undertake the contract, which requires an electricity, water, drainage or gas supply connection, will need to be explicitly approved by the Executive Officer & Town Clerk prior to installation.

9. Internal Presentation of the Buildings

Areas open to the public will be kept free of all storage and the Contractor will ensure that no obstacles of any form will be permitted at any time.

The bar, kitchen and cellar areas, including all fixtures and fittings and decorations will be maintained in a clean, tidy and attractive condition.

The contractor will use only rubber wheeled trolleys and protective mats provided for the movement of goods, stocks equipment etc. In particular the contractor will not permit the rolling of barrels anywhere within the premises.

It shall be the responsibility of the Contractor to remove any glasses, crockery, litter etc which relate to the bar/café sales in all parts of the Centres. The contractor will also keep from the bar/café lounge, tables and servery and keep the bar area clean and tidy throughout and at the end of the Service periods.

At the end of Service periods it shall be the responsibility of the Contractor's staff to thoroughly clean tables, chairs, and floor areas.

In addition the Contractor shall clean the Civic Centre foyer area on Sundays between close of business at 2pm and resumption of business at 7.00pm.

The Contractor shall also clean the kitchens after use by him/her.

10. Hygiene Cleaning Standards

The Contractor will comply fully with the Food Hygiene (England) Regulations 2006 or any other statutory enactment relating to food/hygiene for the time being in force. Food Hygiene and Safety Certificates will be obtained whenever required.

The Contractor will maintain the necessary written Health & Safety Risk Assessments and ensure that a hazard analysis system is in place.

11. Refuse Arrangements

The Contractor shall be responsible for the regular collection and disposal of refuse and recycling resulting from his activities. Trade refuse sacks may be obtained from Blaby District Council. Separate arrangements can be negotiated with Braunstone Town Council.

12. Staffing

The contractor, will at the commencement and end of the contract comply, where applicable, with the requirements of The Transfer of Undertakings (Protection of Employment) Regulations 2006 in relation to the transfer of staff employed in the delivery of the contract from a previous and/or to a subsequent contractor.

At all times the Contractor's staff will be expected to meet the following requirements and standards:

- (a) Well groomed and smartly attired in appropriate uniform for performance of duty. Uniform styles and quality to be approved by the Council's Executive Officer & Town Clerk.
- (b) Polite and efficient when in contact with the patrons
- (c) A professional approach is essential at all times.

The Contractor is required to specify in the Tender response that all staff engaged will have been suitably trained.

13. Accommodation

- a) The Contractor is granted, within the Contract price and for the Contract period, the exclusive use of Braunstone the Civic Centre bar and café lounge during the hours of operation and all fixtures and fittings contained therein. The Contractor is not permitted to privately hire the space nor permit any form of private use.
- b) The Contractor is granted, within the Contract price and for the Contract period, the exclusive use of Braunstone Civic Centre bar and café servery, kitchen and cellar areas and all fixtures and fittings contained therein.
- c) At Braunstone Civic Centre, customers of both the Centre and the Bar/Café have joint access to the patio area which is accessed through the bar and café and the Council and Contractor will cooperate in managing this area and their respective customers.

- d) At the Thorpe Astley Community Centre the Contractor is granted the use of the kitchen, during the hours of the operation of the mobile service, within the Contract price.

14. General Requirements

- (i) The Contractor shall conform to the Council's current policy which does not permit any form of gambling or gaming on the premises other than a lottery which is lawful by virtue of the Betting Gaming and Lotteries Acts.
- (ii) The Council reserves the right to install its own gaming and/or video machines.
- (iii) The Contractor will take necessary steps to fully comply with Blaby District Council's 'Statement of Licensing' Policy.

15. Alterations/Improvements/Removals

In the event of the Contractor wishing to undertake any alterations, improvements, removals to the building he will firstly discuss the proposals with the Council's Executive Officer & Town Clerk. No work of any form shall be commenced unless the Contractor has received from the Council's Executive Officer & Town Clerk written approval to commence. This approval will only be given when every necessary consent has been granted.

16. Contract Completion

The Contractor shall hand the bar servery, kitchen and cellar areas of the premises back to the Council on the termination of this Agreement in a clean and tidy condition, with all fixtures, fittings and equipment in place with all damages put right and with no outstanding matters of maintenance or redecoration. The Contractor shall be liable for any cost incurred by Braunstone Town Council if this clause is not fully complied with.

17. Performing Right Society

The Contractor shall pay any fees due to the Performing Right Society for taped music etc.

18. Lottery Licence

The Contractor shall pay any fees due to the local Licencing Authority for a lottery licence to cover any activity lottery which is lawful by virtue of the Betting Gaming and Lotteries Acts

INVENTORY OF FIXTURES & FITTINGS

- APPENDIX 'A'

BRAUNSTONE CIVIC CENTRE BAR :

- 1 Storage rack
- 1 Eagle PA300C Cassette Player/Amplifier
- 1 Cassette Storage Box
- 1 Fire Extinguisher
- 1 CCTV Monitor
- 1 Telephone
- 1 'No Smoking' sign
- 2 Fans
- 1 Guinness Dispenser
- 1 Stongbow head
- 2 Hoyes Bar Dispenser Pump & drip tray
- 7 Lager " " " "
- 1 Mild " " " "
- 5 Bitter " " " "
- 1 Cider " " " "
- 1 Bar Tariff Notice Board
- 34 Spirit Bottle holders & optics
- 2 Sharpe XE-A203 + Manual Cash Register
- 0 First Aid Box & contents
- 1 Electric ice machine
- 1 Dustpan and Brush
- 1 Mop
- 1 Buckets
- 27 Wine glasses
- 38 Long stem or stacking 1/2pint glasses
- 99 1/2pint beer glasses
- 376 1 pint beer glasses
- 179 Sherry glasses
- 41 10oz goblets
- 54 5oz wine glasses
- 137 10oz tumblers
- 137 Champagne glasses
- 23 6oz tall wine glasses
- 2 Single door Infrico display
- 6 Spirit glasses
- 3 Shot glasses
- 1 Paris Goblet
- 1 Glass Washer (project system)
- 2 Glass Washer baskets
- 1 Salt Machine
- 1 Wash Hand Basin
- 1 Sink Unit, drainer and cupboard
- 15 Rubber Beer Mats
- 1 Groish Sign
- 1 Plastic drawers
- 11 Drip Trays
- 1 Plastic Bin
- 2 50ml measure
- 1 25ml measure
- 2 Plastic measure
- 3 Optic measures
- 7 Metal Round Tray
- 2 Glass Jugs + 2 Plastic
- 4 Ice buckets
- 3 Ice scoops
- 1 Tongs
- 4 Bottle Top Holder
- 1 Hammer for tapping barrels

Various Taps and Plugs

BRAUNSTONE CIVIC CENTRE CELLAR

- 1 Searle refrigeration unit
- 1 ARC-EEC-01 switch box
- 3 PLC pump controllers pipes and fittings
- 1 Rack 4 cylinder pressure gauges

BRAUNSTONE CIVIC CENTRE PATIO AREA

- 3 Aluminium tables
- 12 Bistro Chairs
- 1 Cigarette Bin

THORPE ASTLEY COMMUNITY CENTRE

- 1 Prodis Triple door cooler
- 1 Omniwash Glass washer
- 1 Cash Register
- 1 Cooler and dispenser for draught beers
- 1 Barrell (water tank – clear lines out)
- 2 Gas Bottles (beugas)
- 1 Bottle opener
- 1 Guinness Surger Unit
- 3 small spirit measures
- 1 large spirit measure
- 20 plastic beer standing mats
- 1 spanner
- 1 Ice bucket
- 1 Rinse Aid
- 96 Nonic Nucleated Beer Glasses
- 48 Worthington Pint Glasses
- 48 Carling Pint Glasses
- 12 J20 Glasses
- 24 Guinness Pint Glasses

CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

In these Conditions, except where the context otherwise requires the following expressions shall have the meanings hereby ascribed to them :-

- 1.1 "Council" means the Braunstone Town Council
- 1.2 "Executive Officer & Town Clerk" means the Officer appointed by the Council to act in the name of the Council for the purposes of the Contract. The Executive Officer & Town Clerk can delegate this responsibility and appoint another Officer to act in the name of the Council for the purposes of the Contract. Council employees who are on duty at the premises outside of officer hours act on behalf of the Executive Officer & Town Clerk or the appointed representative.
- 1.3 "Commencement date" means the Tenth day of July Two thousand and nineteen.
- 1.4 "Conditions" means these Conditions any modification thereof duly made in accordance with these Conditions
- 1.5 "Contract" means the Contract as defined in the written Contract between the Council and the Contractor
- 1.6 "Contract Period" means the period commencing on the Tenth day of July Two thousand and nineteen and ending on the Ninth day of July Two thousand and twenty three.
- 1.7 The "Contract Standard" means such standard as complies in each and every respect with all relevant provisions of the Contract and where and to the extent that no criteria are stated in the Contract the standard is to be to the entire satisfaction of the Executive Officer & Town Clerk
- 1.8 "Location" means the bar servery and cellar area of the Civic Centre, and kitchen at the Thorpe Astley Community Centre, where services are to be performed by the Contractor together with in respect of property owned or occupied by the Council so much of the area surrounding the said place as the Contractor shall with the consent of the Council use in connection with such work or services
- 1.9 "Service" or "Services" means the whole of the work to be executed or the whole of the goods or materials to be supplied by the Contractor in accordance with the Contract
- 1.10 "Specification" means the Specification of Services and Appendices thereto and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Executive Officer & Town Clerk
- 1.11 Reference to time shall be construed during the period of summer time to be British Summer Time and otherwise to be Greenwich Mean Time
- 1.12 The Contract shall be governed by and construed in accordance with English Law
- 1.13 A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same
- 1.14 Words importing the masculine gender include the feminine gender words and the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa
- 1.15 Condition headings and notes are for ease of reference only and shall not affect construction of the Contract

2. FORMS OF CONTRACT

2.1 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the

accuracy and sufficiency of the Tender Sum which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract and shall be deemed to have obtained for himself all necessary information as to the condition and design of the location and the risks contingencies and any other circumstances which might reasonably influence or affect his tender

2.2. Documents Mutually Explanatory

Except as otherwise expressly provided the several documents comprising the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Executive Officer & Town Clerk who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions

2.3 Copyright

Copyright in the documents comprising the Contract shall vest in the Council but the Contractor may obtain or make at his own expense any further copies required for use by him in performing the Contract

2.4 The Contract shall be subject to the Standing Orders of the Council current at the date of the Contract, a copy of which may be seen by arrangement

3. MODIFICATIONS

3.1 The Executive Officer & Town Clerk shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following :-

3.1.1 To omit or to cease to provide any part of the Service for such period or periods as the Executive Officer & Town Clerk may determine which period or periods may be of either a temporary or permanent nature

3.1.2 To provide the Service or any part thereof in such manner as the Executive Officer & Town Clerk may reasonably require

3.1.3 Permanently to vary the Service to be provided

3.2 The value of modifications made pursuant to this condition shall be expressed (save as otherwise agreed between the parties in writing) by way of increase or decrease in the specified sum payable by the Contractor to the Council for future periods of the Contract and shall be determined by the Executive Officer & Town Clerk on the basis of what is reasonable having regard to the terms of the Contract

3.3 On making a determination under sub-condition 3.2 the Executive Officer & Town Clerk shall certify his determination to the Contractor in writing

4. CONTRACTOR'S OBLIGATIONS

4.1 During the Contract Period the Contractor shall provide the Service in accordance with the minimum service hours specified in the Specification (and any modifications thereof authorised under these Conditions) in a proper skilful and workmanlike manner to the Contract Standard and to the entire satisfaction of the Executive Officer & Town Clerk

4.2 The Contractor shall at all times during the Contract Period make the payments for each year of the Contract Period payable in twelve instalments per annum, each paid at monthly intervals.

4.3 The Contractor shall at all times adhere to the law, including the law as is applicable to the delivery of services by a local Council, and the Council's Policies and Procedures, except its personnel procedures, and shall ensure that its appointed staff do the same.

4.4 The Contractor shall at all times during the Contract Period allow such persons as may be nominated from time to time by the Executive Officer & Town Clerk access to all locations for the purpose of inspecting work being performed pursuant to the Contract

- 4.5 The Contractor shall in no circumstances during the Contract Period use any premises of the Council to perform either on his own behalf or on behalf of any person other than the Council any work or to provide any services other than provided for in the Contract
- 4.6 If the Contractor fails to provide the Service or any part thereof with due diligence or in a proper skilful and workmanlike manner or to the Contract Standard and to the entire satisfaction of the Executive Officer & Town Clerk the Council may itself provide or may employ and pay other persons to provide the Service or any part thereof and all costs incurred thereby will be recoverable from the Contractor by the Council as a debt. The rights of the Council under this Condition shall be without prejudice to its rights under Condition 18.

5. CONTRACT PAYMENTS

- 5.1 The Contractor shall at all times during the Contract Period make the payments for each year of the Contract Period payable in twelve instalments per annum, each paid at monthly intervals.
- 5.2 Failure on the part of the Contractor to make the payments to the Council by the due date in accordance with the contract and failure to rectify this and make the payment as soon as possible upon demand will result in the imposition of a late payment fee of £50, thereafter interest at 3% above the Bank of England base rate will be applied for each period of 7 days which elapses where the payment and/or penalties, or part thereof, remain unpaid.
- 5.3 Where such payments are persistently late or where payments and penalties remain unpaid, the Council may terminate the Contract in accordance with clause 18.
- 5.4 Where a contractor has outstanding debts with the Council, that contractor will be precluded from appointment to any contract with the Council.

6. CONTRACTOR'S EMPLOYEES

- 6.1 Prior to the commencement of the Contract, it is the responsibility of the Contractor to comply at their own expense, where applicable, with the requirements of The Transfer of Undertakings (Protection of Employment) Regulations 2006 in relation to the transfer of those staff employed in the delivery of the contract prior to 10th July 2019.
- 6.2 At the end of the Contract, it is the responsibility of the Contractor to comply at their own expense, where applicable, with the requirements of The Transfer of Undertakings (Protection of Employment) Regulations 2006 in relation to the transfer of those staff the contractor employed in the delivery of the contract to a subsequent Contractor.
- 6.3 The Contractor shall employ in and about the provision of the Service only such persons as are careful skilled honest experienced and suitably trained and qualified in the work which they are to perform
- 6.4 The Contractor shall monitor the Bookings Diary and ensure that sufficient persons are employed to ensure that the Service is provided at all times and in all respects to the Contract Standard. The Contractor shall ensure that a sufficient reserve of employees is available to provide the Service to the Contract Standard during peak business periods, serving interval drinks at shows/entertainments organised by the Council, staff holidays or absence through sickness or otherwise
- 6.5 The Contractor shall be and shall ensure that every person employed by him and about the provision of the Service is at all times properly and sufficiently qualified experienced and instructed with regard to the Service and in particular :-
- (1) The task or tasks such person has to perform
 - (2) All relevant provisions of the Contract
 - (3) All relevant policies rules procedures and standards of the Council
 - (4) All relevant rules procedures and statutory requirements concerning health and safety at work including the Council's safety policy as notified in writing to the Contractor
 - (5) Fire risks and fire precautions
 - (6) The need to maintain the highest standards of hygiene courtesy and consideration

(7) The operation of security alarms where appropriate

6.6 Notwithstanding the provisions of this Contract the Executive Officer & Town Clerk shall be entitled to require the Contractor by not less than seven days notice in writing to remove from the provision of the Service any employee of the Contractor specified in such notice

6.7 The Council shall in no circumstances be liable (whether by reason of negligence or other tort of its servants or agents or otherwise) either to the Contractor or to any employee or ex-employee of the Contractor in respect of or concerning the withdrawal suspension or removal of any employee or notice of such requirement by the Executive Officer & Town Clerk

6.8 The Contractor shall indemnify and hold harmless the Council its servants or agents against any claim by or liability to any employee or ex-employee of the Contractor arising from or connected with a notice of removal served or confirmed on behalf of the Council (including any claim or liability in respect of the negligence of the Council its servants or agents) and against any damages, costs, expenses, disbursements or other loss incurred by the Council by reason of such claim or liability

7. CONTRACTOR'S STAFF

7.1 The Contractor shall forthwith give notice in writing to the Executive Officer & Town Clerk of the identity address and telephone numbers of any person authorised to act for any period as deputy for the Contractor

7.2 The Contractor (or a competent deputy duly authorised by the Contractor to act on his behalf) shall be present at the Location and be available to the Executive Officer & Town Clerk in person at all times during which the Service is provided. The Contractor or a competent deputy must wear lapel badges (bearing the words "Premises Supervisor") at all times so that they can be identified by the Council's employees and visitors for the purposes of customer safety and the preservation of order.

7.3 The Contractor shall ensure that his employees perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them

7.4 The Contractor shall ensure that his employees observe the security of any secured areas of the Council's premises

7.5 The Contractor shall require his employees at all times while engaged in provision of the Service to be properly and presentably dressed in appropriate uniforms or workwear to the satisfaction of the Council

7.6 Where the nature or the place of any duties upon which the Contractors employees shall be engaged in the provision of the Service make the wearing of any special or protective clothing or footwear necessary or appropriate the Contractor shall provide and shall require his employees to wear such clothing or footwear

7.7 The Contractor shall at all times be fully responsible for the payment of all income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof

7.8 The Contractor shall ensure that his/her employees are paid at an hourly rate in excess of the minimum required in the National Minimum Wage Act 1999 (as amended from time to time by the National Minimum Wage Regulations)

8. CONFIDENTIALITY

8.1 The Contractor shall not during the Contract Period or at any time thereafter make use for his own purposes of or disclose to any person (except as may be required by law) any information contained in any material provided to him by the Council pursuant to the Contract or prepared by the Contractor pursuant to the Contract all of which information shall be deemed to be

confidential

- 8.2 The Contractor shall not dispose nor part with possession of any material provided to him by the Council pursuant to the Contract or prepared by the Contractor pursuant to the Contract other than in accordance with the express written instructions of the Council
- 8.3 The Contractor shall procure and be responsible for the compliance of each of his employees with the provisions of this Condition
- 8.4 Braunstone Town Council is subject to the provisions of the Freedom of Information Act 2000. Contractors are required to highlight information that they provide in the tender process, which they consider to be commercially sensitive or confidential in nature and should state the precise reasons why that view is taken.
9. HEALTH AND SAFETY
- 9.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act and the Management of Health & Safety at Work Regulations 1992 and of any other subsequent Acts Regulations or Orders pertaining to the health and safety of employees
- 9.2 The Contractor shall identify risks to the health and safety of employees and others and provide the Executive Officer & Town Clerk with Risk Assessments, particularly in connection with the following:-
- (1) Food Safety (General Food Hygiene) Regulations
 - (2) Food Safety (Temperature Control) Regulations
 - (3) Pressure Systems and Transportable Gas Containers Regulations
 - (4) Manual Handling Operations Regulations
- 9.3 The Contractor shall have regard to the Council's Safety Policy. Whilst on premises owned by the Council the Contractor shall ensure that his employees comply with the Council's Safety Policy
- 9.4 The Executive Officer & Town Clerk shall be empowered to suspend the provision of the Service in the event of non-compliance by the Contractor with health and safety matters. The Contractor shall not resume provision of the Service until the Executive Officer & Town Clerk is satisfied that the non-compliance has been rectified. In respect of any such period of suspension the default provisions as set out in these Conditions shall apply

10. CUSTOMERS

- 10.1 The Contractor will be responsible for ensuring that customers using the Bar/Café adhere to the law, the Council's Policies and Regulations and behave in an acceptable manner, which is in keeping with a multi-functional Community facility. This includes, but not limited to, zero tolerance of violence, use of illegal drugs, racism, harassment and personal abuse.
- 10.2 As the Licensee, the Contractor is responsible for ensuring that customers both in the Bar/Café and in the Centres do not excessively drink and that the obligations and responsibilities of the Contractor under the Licensing Act in this respect are performed.
- 10.3 The contractor will ensure that no drinking or eating takes place in the Foyer/Reception, corridors, and toilets or outside of the building, with the exception of the Civic Centre Bar/Café patio area.
- 10.4 When dealing with customers, the contractor and the appointed staff will apply a consistent and balanced approach.
- 10.5 The Contractor will agree with the Executive Officer & Town Clerk a policy & procedure for issuing warnings / temporary bans to Bar/Café customers whose behaviour falls short of acceptable standards. No ban will be imposed for more than three months without the explicit consent of the Executive Officer & Town Clerk.

10.6 Any incidents which the contractor deals with should be recorded, including the action taken, and reported in a timely manner to the Executive Officer & Town Clerk.

10.7 The Council has a Complaints Procedure, to which customers who use the Café/Bar facility can register a complaint. The Contractor will cooperate and comply with any investigation by the Executive Officer & Town Clerk and provide the required information, documentation and statements in a timely manner.

11. AGENCY

11.1 The Contractor is not and shall in no circumstances hold himself out as being the servant or agent of the Council other than in circumstances expressly permitted by these Conditions

11.2 The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Council or in any way to bind the Council to the performance variation release or discharge of any obligation

11.3 The Contractor has not and shall in no circumstances hold himself out as having the power to make vary discharge or waive any bye law or regulation of any kind

11.4 The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being servants or agents of the Council for any purposes whatsoever

12. OBSERVANCE OF STATUTORY REQUIREMENTS

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Council against any claims made as a result of any failure in compliance

13. INDEMNITY AND INSURANCE

13.1 The Contractor shall indemnify and keep indemnified the Council against the injury to or death of any persons or loss of or damage to any property which may arise out of the act default or negligence of the Contractor his employees or agents and against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect or in relation thereto provided that the Contractor shall save as otherwise provided in the contract not be liable for nor be required to indemnify the Council against any compensation or damages for or in respect of injuries or damage resulting wholly from any act default or negligence on the part of the Council its employees or agents not being the Contractor or employed by the Contractor

13.2 Without thereby limiting his responsibilities under this Condition the Contractor shall insure with a reputable insurance company against all loss of and damage to property and injury to or death of persons arising out of or in consequence of the Contractor's obligations under the Contract and against all actions claims demands proceedings damages costs charges and expenses in respect thereof

13.3 The insurance in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Regulations 1998 and the Road Traffic Acts 1972 and 1998 and any statutory orders made thereunder. For all other claims to which this condition applies the insurance cover shall be the sum of £5,000,000 or such greater sum as the Contractor may choose in respect of any one incident and his insurance policy effecting such cover shall be unlimited in total and shall have the interest of the Council endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Council

13.4 The Contractor shall at his own cost and to the satisfaction of the Executive Officer & Town Clerk keep and maintain full comprehensive cover to the full reinstatement value all stock and equipment used by him under the terms of the specification annexed 'A'

13.5 The Contractor shall supply to the Council immediately upon request copies of all insurance policies cover notes premium receipts and other documents necessary to comply with this Condition

14. USE OF COUNCIL'S PREMISES AND FACILITIES

14.1 The Contractor shall ensure that neither he nor his employees shall do any act or thing at any Location other than the proper performance of the Service and as may be permitted by this Condition

14.2 The Council shall during the Contract Period permit the Contractor to use as the Designated Premises Supervisor in the time set out in the Specification in connection with the provision of the Service the premises and facilities set out in the specification

14.3 The Contractor shall use the said equipment only in connection with the provision of the Service and shall ensure that the Contractor's employees use the said premises and facilities only for such purpose

14.4 The permission hereby given to use the said premises and facilities is personal to the Contractor and the Contractor's employees and shall cease immediately the contract ceases to be in force or at such earlier time as may be specified by the Council by notice in writing to the Contractor

14.5 The Contractor shall keep such premises and facilities clean tidy and properly secured as required in the specification

14.6 The Contractor shall use the premises and facilities for the provision of the Council's Bar/Café service and shall not at any time hire or let the premises or permit their use for any private hire or private event.

14.7 The parties agree that this agreement is for the provision of services and there is no intention on the part of the Council to create a tenancy of whatsoever nature in favour of the Contractor or his employees and that no such tenancy has or shall come into being.

15. SECURITY

15.1 The Contractor shall hold all access and other keys as necessary and to comply with the specification.

15.2 The Contractor shall be responsible for the safekeeping of any keys provided to him by the Council and shall only permit such keys to be given to those of his employees whose names and addresses have been supplied to the Council and then only to the extent required for the purposes of providing the Service. The Contractor shall ensure that the Executive Officer & Town Clerk is informed immediately of the loss of any keys. The Contractor shall not label any keys in any way.

15.3 The Contractor or a competent deputy shall, after the close of business each evening, remain on the premises in order to assist a member of the Council's staff with security and locking up procedures.

15.4 Where the Bar/Café Facility is opened by the Contractor and the Civic Centre is otherwise not in use, the Contractor will be responsible for the safety and security of the Civic Centre premises and ensuring the building is secured and alarmed at the close of business. Where there is a subsequent alarm call-out, the Executive Officer & Town Clerk may require the Contractor to attend to reset the alarm.

16. EQUIPMENT

16.1 Except as otherwise specified the Contractor shall provide all equipment and materials necessary for the provision of the Service.

16.2 The Contractor shall be responsible for the security of all materials and equipment used by the Contractor in connection with the provision of the Service and the Council shall be under no

liability in respect thereof.

17. ASSIGNMENT AND SUB-CONTRACTING

17.1 The Council shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Contractor.

17.2 The Contractor shall not without the prior written consent of the Council assign or sublet the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof.

18. DURATION

The Agreement will commence on 10th July 2019 and will remain in force until 9th July 2023 unless this Agreement is terminated, amended or suspended by a revised Agreement.

19. REVIEW

This Agreement may require amendments in the light of experience of implementing its terms or in if the nature of the service, including the service levels, is substantially changed. Any amendments will need to be negotiated and agreed in writing by both parties.

20. TERMINATION

20.1 Either party may give the other party 6 months' notice in writing, expiring at any time, to terminate the Agreement in the event of circumstances warranting this.

20.2 If the Contractor shall have offered or given or agreed to give to any person any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other Contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Council or if the like acts shall have been done by any person employed by the Contractor or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any other contract with the Council the Contractor or any person employed by the Contractor or acting on the Contractor's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Council which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration the Council shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

20.3 If the Contractor :-

- (1) commits a breach of any of his obligations under the Contract
- (2) becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of his company for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Acts 1986 and 1994
- (3) has an application made under the Insolvency Acts 1986, 1994 and 2000 in respect of his company to the Court for the appointment of an administrative receiver
- (4) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed
- (5) has a provisional liquidator receiver or manager of his business or undertaking duly appointed
- (6) has an administrative receiver as defined in the Insolvency Acts 1986, 1994 and 2000 appointed
- (7) has failed to perform a substantial part of the Services for a period of 2 weeks

- (8) has failed to make the payments to the Council in accordance with the contract, failed to respond to demands for such payments, persistently made late payments or failed to pay the penalties for such late payments.
- (9) has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge
- (10) is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which entitle the court to make a winding up order

Then in any such circumstances the Council may without prejudice to any accrued rights or remedies under the Contract terminate the Contractor's employment under the Contract by notice in writing having immediate effect

20.4 If the Contractor's employment is terminated as provided in Condition 18.2 the Council shall :-

- (1) be entitled to repossess any of its materials clothing equipment vehicles or other goods licensed loaned or hired to the Contractor and to exercise a lien over any of the materials clothing equipment vehicles or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Council
- (2) be entitled to employ and pay other persons to provide and complete provision of the Service or any part thereof and to use all such Contractor's materials clothing equipment vehicles or other goods for the purpose thereof
- (3) be entitled to recover the same from the Contractor as a debt any loss or damage to the Council resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contractor's employment and in making alternative arrangements

21. NOTICES

Any demand notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting.

22. WAIVER

Failure by the Council at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

23. SEVERANCE

If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

24. LIQUIDATED DAMAGES

24.1 Liquidated Damages for Whole of Services

In the event that the Contractor shall fail to commence to perform the whole of the Services or at any time during the period of the Contract shall cease to perform the whole of the Services he shall pay to the Council for each day of such failure (without prejudice to the Council's right to determine the Contract) the sum of £70 per day which represents the Council's genuine pre-estimate of the damages likely to be suffered by it in the event of the whole of the Services not being performed at any time but such figure shall not in any way be taken as final or binding

upon the Council.

25. LIABILITY OF AUTHORITY

- (a) The Council its servants or agents shall owe no duty of care to the Contractor in respect of matters connected with or arising out of this contract but shall owe the obligations set out in the terms of the Contract.
- (b) Any damages or other sum awarded against the Council or payable by the Council to the Contractor on any claim under or in respect of any matter connected with the Contract (whether arising from any negligence of the Council its servants or agents or otherwise) shall be limited to and shall not in any event exceed a sum equal to the specified sum payable by the Contractor under the Contract for the six month period in which the matter complained of arose or first arose.
- (c) The Council in no way warrants the truth or accuracy of any written or oral statement (including the contents of any descriptions forming part thereof) which has or may have been made to the Contractor prior to his entering into the Contract.
- (d) The Contractor acknowledges that he has not entered into the Contract in reliance on any representation (whether written or oral) made to him by the Council unless either such representation is expressly included in the Contract Documents or he has obtained express confirmation of the same by the Council in writing and the Contractor acknowledges that the Council has contracted on this basis.

26. LIABILITY OF CONTRACTOR

- (a) The Contractor shall fully and promptly indemnify the Council against any liability to any person whatsoever, arising out of or connected with the performance of the services or any act or omission of any employee of the Contractor howsoever such liability may arise.
- (b) The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Council by any employee or agent of the Contractor (whether such damage be caused by negligence or in any other way whatsoever).
- (c) The Contractor shall fully and promptly indemnify the Council and all persons concerned in respect of any personal injury caused to any employee of the Council or any of the residents or clients or invitees of the Council by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).

27. VALUE ADDED TAX

The Contractor shall pay to the Council such Value Added Tax as may be properly chargeable in connection with the provision of the services.

The Council shall issue a tax invoice in respect of Value Added Tax paid by the Contractor.

28. ACCOUNTS AND OPERATION RECORDS

- (a) The Contractor shall maintain current and accurate records of all work carried out in the provision of the Service. These records shall be open for inspection by the Executive Officer & Town Clerk or his representative at all reasonable times.
- (b) At the expiry of the Contract period the Contractor will provide the Executive Officer & Town Clerk with audited accounts for the period covered by this contract.

29. DUTY TO COOPERATE

The Council and the Contractor agree to keep in touch, at least on a monthly basis, to ensure the effective operation of the contract, the exchange of information and collaborative working to aid the delivery of services from the Centres.

The Contractor must cooperate with the Council to provide all information required to enable the Council to retender the contract prior to the end of the contract period.

30. FAILURE TO DISAPPROVE

Failure of the Executive Officer & Town Clerk to disapprove of any action or non-action by the Contractor shall not prejudice the power of the Executive Officer & Town Clerk to subsequently disapprove of such action or non-action.

31. COMPLAINTS

Any complaints with regard to the management or administration of the contract and the Town Council's obligations within it should be made in writing to the Executive Officer & Town Clerk, Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester LE3 2PP.

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 14th FEBRUARY 2019

Item 7 - Update on Thorpe Astley Culvert and legal transfer of Thorpe Astley Park

Purpose

To receive an update on the current position with Thorpe Astley Culvert and the legal transfer of Thorpe Astley Park.

Background

At a meeting with the Developers of Thorpe Astley, held on 9th October 1995, Town Councillors discussed the provision of a community centre and the transfer of open spaces.

Braunstone Town Council expressed an interest in accepting the transfer of linear open spaces and the proposed park and recreational land to the west of the development.

Thorpe Astley Park

Thorpe Astley Park has been transferred from Persimmon Homes Ltd to Blaby District Council, who received £236,054.58 in commuted sums.

The Town Council manage and maintain the park under a Licence Agreement and are able to draw on the commuted sums to cover costs. With legal costs and maintenance and improvement costs to date, including £15,000 in the 2018/2019 budget, the unspent balance of commuted sums is £128,680.44.

The long term intention is for the Town Council to take the freehold title of the land and receive the balance of the commuted sums.

It had been Leicestershire County Council's original intention on opening of the Community Centre and Park area in 2010 to adopt the footpath, bridge and lighting columns through the park area; however it had not proceeded due to the culvert installed by the developers over Lubbethorpe Brook not meeting the County Council's required specifications. However, when an agreement was reached, the County Council on 11th May 2017, confirmed that it would no longer adopt the footway and lighting.

As a result, Blaby District Council approached the Town Council on 26th September 2017 to ask whether the Town Council would be prepared to adopt the park and receive the balance of the commuted sums without Leicestershire County Council adopting the footpath, bridge and lighting, provided Persimmon Homes installed the new bridge.

On 22nd February 2018, the Committee resolved:

“that Braunstone Town Council adopt Thorpe Astley Park without Leicestershire County Council adopting the footpath, bridge and lighting, subject to:

- a) confirmation that the balance of the commuted sums held by Blaby District Council would be paid on or before completion;*
- b) Persimmon Homes installing the proposed new bridge at the culvert over Lubbethorpe Brook; and*
- c) the new bridge referred to in b above being approved by a 3rd party Structural Engineer jointly appointed by the District and Town Councils and an inspection undertaken on completion to confirm drawings compliance”*

Due to staffing changes and restructuring at Blaby District Council, this decision remains to be implemented. The Executive Officer & Town Clerk has been in touch with the Property and Assets Department to progress and has provided background information and correspondence to assist with expediting the matter.

To date there is no confirmation of the timetable for the works or the subsequent transfer of the land.

Recommendation

That an update report on progress with Thorpe Astley Culvert be submitted to the Committee in August 2019.

Reason

To keep a watch on progress with implementing the Town Council's desire to complete the transfer of Thorpe Astley Park, a significant asset that should be owned by the Town Council, without further delays and additional cost.

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 14th FEBRUARY 2019

Item 8 - Memorials on Parks & Open Spaces

Purpose

To consider the approach taken in other areas to allowing memorials in memory of individual residents on its parks and open spaces and to consider a scheme.

Background

The Town Council had recently received requests from local residents for permission to erect or plant a memorial to a relative on parks or open spaces belonging to the Town Council. Requests received included the planting of trees with an attached plaque or the installation of a memorial bench or street furniture.

At the last meeting of the Policy & Resources Committee members considered a draft policy and criteria for considering any request received for a memorial tree, plaque or street furniture. However, members suggested that it would be useful to investigate how other Parish and Town councils consider and make decisions on requests for memorials on public open space.

Parish councils within Blaby district were contacted directly, along with a request in the Parish and Town council weekly update, to request information on how they manage these requests by residents. Responses from three Parish Councils were received. Each council had a different approach to considering requests received including dealing with requests case by case, only allowing the planting of trees in cemeteries to a full criteria and procedure for allowing the installation of trees and street furniture.

If the Town Council was to permit the installation of street furniture such as benches the Town Council would be responsible for the maintenance of benches or street furniture, including insurance cover, as the furniture would be installed on open space for public use. This could lead to costly maintenance of street furniture to ensure that it remains in a safe condition for use by the public.

However, the planting and maintenance of trees for memorials is unlikely to present a significant cost to the Town Council in terms of maintenance or time in planting the trees on behalf of the family. The Town Council has also approved the planting of trees as an objective to help fight pollution within the town.

A draft criteria for considering all applications for memorials on open space is attached Appendix 1.

Recommendations

1. that the criteria attached at Appendix 1 be approved for the consideration of requests for memorials on parks and open spaces; and
2. that the Executive Officer & Town Clerk be given delegated authority to consider and approve requests for memorials on open spaces in accordance with the approved criteria.

Reasons

1. to ensure that all requests for memorials be considered on an equal basis and that suitable locations for memorials were approved.
2. to consider requests for memorials in a timely manner

BRAUNSTONE TOWN COUNCIL

**CRITERIA FOR CONSIDERATION OF REQUESTS FOR
MEMORIALS ON PARKS AND OPEN SPACES**

Requests from local residents to install a memorial on parks and open spaces owned/operated by Braunstone Town Council are to be considered on the following basis

1. Memorials may be installed in the following designated areas of parks and open spaces owned by Braunstone Town Council:-

Merrileys area of Mossdale Meadows
Open space adjacent Goodheart Way and Stackyard Close
2. Trees may be planted, however the position and species of tree would need to be approved before purchase.
3. All requests for the installation of memorials must be considered and approved by the Executive Officer & Town Clerk before purchase and installation.
4. Plaques may be placed on or adjacent to trees but must be no bigger than 15cm x 21cm and wording on the plaque must be approved by the Executive Officer & Town Clerk before the plaque is ordered.
5. Arrangements for the installation of plaques and trees is the full responsibility of the person requesting the plaque including the cost of memorial and installation. Prior notice and approval of the works with regard to position and method is to be obtained before the installation commences.
6. Installation of benches or other furniture is not permitted due the maintenance and safety responsibilities and insurance costs to the Town Council.
7. Memorial plaques will not be maintained or replaced under any circumstances by the Town Council. Any plaque that becomes damaged or unsafe will be removed by Town Council staff without prior consultation with the resident that requested/installed the memorial.
8. If any tree or plaque is considered unsafe or a danger to the public the Town Council will remove them without prior consultation with the resident that requested/installed the memorial. The Town Council is under no obligation to replace any tree that dies.

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 14th FEBRUARY 2019

Item 9 - Winter Works 2018/2019 Update

Purpose

To receive an update on progress with the Winter Works Programme 2018/2019.

Background

A Winter Works programme was submitted and approved by the Policy & Resources committee 1st November 2018 following consultation with the Town Council ground staff to discuss what work or projects were required to maintain and improve the areas that the Town Council manage.

It was agreed that work to the Merrileys area of Mosssdale Meadows and Long Spinney and Fox Spinney at Thorpe Astley be carried out during this year's Winter Works Programme. Extensive work to thin out the existing trees and the removal or repair of a lot of the fencing in this area was required. It was also proposed to undertake a complete tree survey on Mosssdale Meadows, Long Spinney and Fox Spinney as many of the trees in these areas require attention or removing for maintenance or safety reasons.

A full tree survey of these areas has now been undertaken and a report received from the tree surgeon recommending levels of work that are required from immediate work, work to be carried out within 6 months and longer term recommendations for some of the trees. It is proposed that work that had been highlighted as needing immediate attention should be carried out as soon as possible by the Town Council parks staff or tree surgeon depending on the complexity of the work required.

A list of Winter Works completed to date is attached at Appendix 1 for noting.

Recommendation

That the progress of the Winter Works Programme 2018/2019 be received and noted.

Reason

The majority of the winter works tasks had now been completed and that any outstanding works would be completed before the end of the winter works period.

WINTER WORKS 2018/2019

BRAUNSTONE TOWN

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
CIVIC CENTRE	Hedges and trees	General winter maintenance	
	Fencing	Repair of ½ round fencing at rear of car park	COMPLETED
	Moss/algae on paths	Remove all moss and algae - slipping hazard	COMPLETED
	Slabs in patio	Sand/cement mix between slabs in patio area to fill gaps	
	Car "Reserve" signs	Need reinstalling into ground	COMPLETED
	Hedges	Cut back overhanging trees	
	Patio	Trim back shrubs and tidy	
	Compound	Ash trees to be removed	COMPLETED
	Ivy	Remove ivy from side of building	COMPLETED
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
MOSSDALE MEADOWS	Hedges and trees	General winter maintenance	ONGOING
		Remove dead tree in car park	COMPLETED
	Trees	Full tree survey to be undertaken	COMPLETED
	Brockenhurst entrance	Disabled access required	
	Pavilion	Remove small wall at rear of pavilion (safety)	
		Clear guttering	COMPLETED
PLAY GROUND	ROSPA - Fencing	Metal fencing between car park and play area damaged – repair or replace	
	ROSPA – Multiplay	Fixtures loose or missing on top of pole – tighten or replace	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
MERRILEYS	Hedges and trees	Thin out trees and remove dead or damaged trees	ONGOING
	Fencing	Remove or repair damaged fencing	ONGOING
	Bins	4 new dog bins required 3 new litter bins required	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
FRANKLIN PARK	Hedges and trees	General winter maintenance	COMPLETED
	Pond	To be cleared and area tidied	COMPLETED
	Mulch	Required under seesaw, arch frame and swings	
	ROSPA – Arch climber	Corrosion to equipment – de-scale back and paint. Repair any area where corrosion is severe	
TEEN AREA	ROSPA - Multiplay	Ball pivot joint – to be dismantled and inspected	COMPLETED
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
COMMUNITY ORCHARD	Hedges and trees	General winter maintenance	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
SHAKESPEARE	Hedges and trees	General winter maintenance	ONGOING
	Entrance to park	Millwaste required at entrance to reduce mud during winter	COMPLETED
	Litter bin	1 new bin required	
	Litter bins	Disinfect all bins	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
HOLMFIELD PARK	Hedges and trees	General winter maintenance	COMPLETED
	Fencing	Replace knee high fencing at the bottom of Oak Crescent	ONGOING
	Litter bins	Disinfect all bins	

BRAUNSTONE TOWN COUNCIL

WINTER WORKS 2018/2019

THORPE ASTLEY

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
THORPE ASTLEY CENTRE	Hedges and trees	General winter maintenance and tree crown lifting where required	COMPLETED
	200 whips (small trees)	To continue boundary hedge from last year (Aesthetic improvement)	Arriving 7 th Feb
	15 standard trees	Planted around Thorpe Astley Community Centre and open spaces (aesthetic improvement)	Arriving 7 th Feb
	Litter bins	Disinfect all bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
TA MUGA AND TENNIS COURTS PLAY AREA TRIM TRAIL	Hedges and trees	General winter maintenance	COMPLETED
	Ditch	To be cleared	COMPLETED
	Litter bins	Disinfect all bins	COMPLETED
	ROSPA – Rotator Bowl	Replace worn bearings	
	ROSPA – Bark	To rake and top up if required	
	ROSPA – Multiplay Climber	Dismantle and inspect ball joint bearings	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
MURBY WAY, TOM PAYNE CLOSE, SMART CLOSE AND HILCOTT GREEN	Knee high fencing	To replacement missing/damaged fencing	
COOK CLOSE	Litter bin	Require replacement bin	Awaiting decision on dog bins
GOODHEART WAY	Litter bin Oak Tree	Require replacement bin Cut back limbs crossing Goodheart Way	Awaiting decision on dog bins
	Litter bins	Disinfect all bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
PRIESTMAN ROAD PLAY AREA	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Litter bins	Disinfect all bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
FOXHOLE SPINNEY	Hedges and trees	General winter maintenance and tree crown lifting where required	COMPLETED
	Litter	Deep litter pick	
	Litter bins	Disinfect all bins	COMPLETED
	Footpaths	To be cleared	COMPLETED
	Trees	Full tree survey to be undertaken	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
ISOBELLA ROAD PLAY AREA	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Litter bins	Disinfect all bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
HILCOTT GREEN	Hedges and trees	General winter maintenance and tree crown lifting where required	COMPLETED
	Fruit trees	Require pruning	COMPLETED
Litter bins	Disinfect all bins	Litter bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
IMPEY CLOSE PLAY AREA	Hedges and trees	General winter maintenance and tree crown lifting where required	COMPLETED
	Litter bins	Disinfect all bins	COMPLETED
	ROSPA – swing seat	To tighten eyebolts	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
MARSHALL CLOSE PLAY AREA	Hedges and trees	General winter maintenance and tree crown lifting where required	
	Litter bins	Disinfect all bins	COMPLETED
	ROSPA – Seating	Algae growth on floor to remove	

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
LONG SPINNEY	Hedges and trees	General winter maintenance and crown topping where needed	COMPLETED
	Litter	Deep litter pick	COMPLETED
	Litter bins	Disinfect all bins	COMPLETED
	Footpaths	To be cleared	COMPLETED
	Trees	Full tree survey to be undertaken	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
OWEN CLOSE	Hedge reduced in height and width	To be cut back as required adjacent to resident drive. Our side and top only – to be one of first cuttings to be done 2018/2019	COMPLETED
	Litter bins	Disinfect all bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
LUBBESTHORPE ISLAND	Litter bins	Disinfect all bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
VILLAGE GREEN	Litter bins	Disinfect all bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
COLLINS CLOSE	Litter bins	Disinfect all bins	COMPLETED

OPEN SPACE / PARK	ITEM	FAULT / ACTION	COMPLETED DATE/INITIAL
LUBBESTHORPE BROOK	Post and rail fencing	Replacing missing or damaged fencing adjacent to brook	
	Litter bins	Disinfect all bins	COMPLETED

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 14th FEBRUARY 2019

Item 10 – Pitch Allocations 2019/2020

Purpose

To consider pitch capacity and set the fees and process for allocations for the 2019/2020 season.

Pitch Capacity

In accordance with the Council's Pitches Policy & Procedures (adopted 15th January 2015), Policy & Resources Committee determines by February each year the type, level and capacity of football pitch provision.

Following assessment by the Executive Officer & Town Clerk and advice from the Senior Ground staff, capacity is recommended as follows for 2019/2020

TABLE 1 – Pitch Capacity 2018/2019			
PARK	SPORT	PITCH	CAPACITY
Mossdale Meadows	Football	Senior Pitches (1 & 2)	95 matches
	Football	Junior Pitches	100 matches
	Football	Mini Pitches	40 matches
Shakespeare Park	Bowls	Bowling Green	1 club
	Football	Junior Pitch	50 matches
	Football	Mini Pitch	40 matches
Thorpe Astley Park	Football	Senior Pitch	30 matches
	TOTAL		355 matches

Braunstone Town Council parks staff have been consulted on the capacity of the pitches and number of teams playing and have advised that no change is required to the current capacity for 2019/2020 season.

Terms & Conditions

In accordance with the Council's Pitches Policy & Procedures (adopted 15th January 2015), Policy & Resources Committee also determines by February each year whether the current Terms & Conditions are fit for purpose.

The current Football Terms & Conditions are attached at Appendix 1 and the Bowling Terms & Conditions are attached at Appendix 2. There are no proposed changes this year.

Pitch Fees

In accordance with the Council's Pitches Policy & Procedure (adopted 15th January 2015) Policy & Resources Committee sets by February each year the pitch fees for the forthcoming season. No change to the Pitch fees for the 2019/2020 has been proposed and confirmation of the pitches and fees are attached at Appendix 3.

Recommendations

1. That pitch type and capacity be approved, as set out in Table 1 of the Pitch Capacity section of the report; and
2. that the pitch fees be confirmed and the availability of pitches be advertised, as set out at Appendix 3, with a closing date for applications on Monday 25th March 2019.

Reasons

1. To ensure a balance between quality of playing surface, the needs of local clubs for provision and the needs of parks users.
2. To allow suitable time for applications while acknowledging clubs need the certainty by April of a home playing ground in order to participate in the league.

CURRENT STANDARD TERMS AND CONDITIONS (FOOTBALL)

The permission for your pitch allocation is subject to :

Fee Payments

- (1) Your club paying the season fee by the specified dates. If they fail to do so the Club shall not be entitled to use the pitch for the purposes of playing football at any time during the season.
- (2) If on, or after the signing of the Agreement the Club disbands or resigns from the Football League, the Club shall give written notice to the Council within seven days thereafter. Upon receipt of such notification the Council may refund to the Club a percentage of the hire charge pro rata depending in the number of weeks remaining in the football season on the provision that the Club shall not be entitled to any refund if it fails to notify the Council within seven days.

Pitch Marking

- (3) Subject to receiving at least 7 days' notice, the Council will mark out the pitches at the commencement of each season, thereafter each club will be responsible for white lining a pitch as and when required.

Match Fixtures

- (4) The Club Secretary is required to submit a fixtures list to the Executive Officer & Town Clerk before the commencement of the season. All matches must be booked in advance in order to confirm use of the pitch in order to avoid pitches being booked out ad hoc.
- (5) A club which shares facilities (pavilion/changing rooms, pitches etc) shall come to mutually agreeable arrangements with other clubs sharing those facilities for the timing of matches and for the general maintenance and cleanliness of dressing rooms etc.
- (6) At the end of the season no matches/training sessions shall take place on the pitches after **31st May**. No matches or training will be allowed until 1st August. It should be noted that the pitches may not be marked out until mid August.

Cancellation of Matches

- (7) It will be the responsibility of the appointed referee to decide whether or not play should take place.
- (8) Should the clubs Team Manager/Representative consider the pitch to be unfit for play on any particular match day he/she should set out his/her reasons in writing and hand a copy to the appointed Referee. A copy of the clubs representations should also be forwarded to the Executive Officer & Town Clerk, so as to be received on the day immediately following the date of the match concerned. In these circumstances the Council will not hold the club responsible for any damage caused to the pitch. However, the clubs may be held responsible for damage caused to pitches due to over-usage and additional games not included on the fixture list.
- (9) The Council shall not be responsible for any loss or damage arising or for any loss due to any acts or restrictions imposed on the Council, which may cause the pitch to be temporarily closed or the hiring to be interrupted or cancelled.

Keyholders

- (10) Your club will appoint a "Keyholder". Please check the enclosed Keyholders List and let me know if there have been any alterations. Should any future change take place, the name, address and telephone number of the new keyholders must, immediately, be notified to the Executive Officer & Town Clerk.

Please advise your Club's Keyholders that they are responsible for:-

(a) ensuring that all doors (**including fire doors**), garages, sheds, park gates and premises are locked and made secure **for the duration of matches** at the **end of each day's play** whenever the facilities have been used by your club.

(b) ensuring that the club rooms/changing rooms etc are left in a clean and tidy condition. Ensuring cleanliness of the pitches in surrounding areas, ie. **litter picking following the match**.

Please note that a charge of £15 will be made to a club if changing rooms are left in an unacceptable condition or pitches are not litter picked after a match.

- (c) ensuring that any damage to the Council's property or equipment is immediately notified to the Executive Officer & Town Clerk.
- (d) ensuring that any equipment or articles belonging to the Club are removed from the changing rooms facilities.

Parking (Applicable to Mosssdale Meadows only)

- (11) Pitch allocations at Mosssdale Meadows are conditional upon your club appointing a Warden to ensure that there is not inconsiderate parking on the Kingsway Grass Verges. The Warden should advise visitors to use the car parking facilities off Kingsway or the extra car parking available at the Braunstone Civic Centre (ie. No vehicular access to the pavilion and pitch via the bridle road).

Emergencies & Health & Safety Information

(12) Fire & other Emergencies

In the unlikely event of an emergency we would ask that you comply with the action stated on the attached 'Fire Notice'.

We suggest that your club appoints a responsible person to summon the emergency services and that they should always be equipped with a mobile telephone for this purpose.

(13) First Aid

First aid provision -

Your club is advised to provide adequate and appropriate equipment and facilities, or ensure that they are provided, for members. We suggest that you appoint First Aiders and provide first aid boxes.

The following organisations provide 'First Aider' training courses:-

St John's Ambulance, 112 Regent Road, Leicester, LE3 7LT, Telephone 0116 2553954
British Red Cross, 244 London Road, Leicester, LE2 1RH, Telephone 0116 2705087

Box Contents -

First aid boxes should be marked with a white cross on a green background, and should be kept fully stocked with only approved items, i.e. **no** medicines, pills, ointments etc. in case of possible adverse reactions on the part of persons being treated. Regular checks should be made to ensure compliance. The suggested contents are as shown in the table below.

FIRST AID BOXES - RECOMMENDED TYPE AND QUANTITY OF ITEMS			
ITEM	NUMBER OF CLUB MEMBERS		
	1 - 5	6 - 10	11 - 50
GUIDANCE CARDS		1	1
INDIVIDUALLY WRAPPED STERILE ADHESIVE DRESSINGS	20	20	40
	1	2	4
STERILE EYE PADS, WITH ATTACHMENTS	1	2	4
TRIANGULAR BANDAGES	1	2	4
STERILE COVERINGS FOR SERIOUS WOUNDS	6	6	12
SAFETY PINS	3	6	8
MEDIUM STERILE UNMEDICATED DRESSINGS	1	2	4
LARGE STERILE UNMEDICATED DRESSINGS	1	2	4

- (14) Personal Property
The Council shall not be responsible for any loss or damage to any property arising out of the hiring.
- (15) Insurance
Hirers of the Council's facilities should have their own public liability insurance. As a general rule, the Limit of Indemnity under such a policy should not be less than £5,000,000.
- (16) Electrical Equipment
You are asked to provide proof of electrical testing before any of your equipment is connected to the Council's power supply. No electrical fittings or appliances in the premises may be altered, removed or interfered with in any way, or additional fittings or appliances installed without prior approval of the Council.
- (17) Alterations to Premises and Defect Reporting
No alterations or additions will be made to the town Council's premises without the consent of the Council.
- (18) Serving Food
Information about training for food handlers etc. may be obtained from the Environmental Department at Blaby District Council, Tel 0116 2750555
- (19) Slips and Falls
To reduce the risk of accidents, organisers are asked to respond quickly to spillages etc. Floors should not be too highly polished.
- (20) Health & Safety Policy Statement
A copy of the Council's Health & Safety Policy Statement may be inspected at the Executive Officer & Town Clerk's office. Should you require any further information please do not hesitate to contact me.
- (21) Child Protection Policies
Allocation of Football Pitches will be conditional upon CRB Enhanced Disclosure being obtained in accordance with the FA CRB Unit Guidance and the Disclosure & Barring Scheme Service.
- Braunstone Town Council requires that your Club acknowledges its responsibility to safeguard the welfare of every child and young person who has been entrusted to its care and is committed to working to provide a safe environment for all members. A child or young person is anyone under the age of 18 engaged in any club football activity. You must subscribe to The Football Association's child protection and best practice policy and procedures and endorse and adopt the policy statement contained in that document.
- You must ensure that all current and new club members with direct access to children and young people are required to complete a CRB Enhanced Disclosure via The FA CRB Unit.
- Further advice on child protection matters can be obtained from:
- The County Football Association's Child Protection Officer, whose details can be found in the County Handbook.
 - The Football Association/NSPCC Child Protection 24 Hour Helpline 0808 800 5000
 - The FA child protection team on 0207 745 4649.
- A copy of the Town Council's Safeguarding Children and Child Protection Policy is issued to all teams using the Council's facilities.
- (22) Members of your football club shall not, without prior written consent of the Council, assign or sublet the pitches or changing rooms to other teams not listed on the allocations list.

**CURRENT STANDARD TERMS AND CONDITIONS
SHAKESPEARE PARK BOWLING GREEN**

Your club's permission to use the facilities at Shakespeare Park is therefore subject to the following conditions:-

(1) A season fee of **£5,369**. The season fee to be reduced subject to the following arrangements being put in place:-

i) Public Coaching Sessions - The club will organise and promote at least 7 public coaching sessions during the season (preferably at monthly intervals). Each session to be given widespread publicity, i.e. notices at the Civic Centre, libraries, Community Centres, Bowling Green, Notice Boards and a series of advertisements in the Braunstone Life.

Discount £626

ii) Bowling Green Maintenance. The Bowls Club will employ a suitably qualified contractor to supply all materials and undertake the following work :-

Discount £2,103

OCTOBER	supply and spread 6 tonnes of Top Dressing, spread seed with dimple spreader
JAN / FEB	supply and treat with weedkiller
MARCH	supply and apply Moss/Worm/Turf Tonic Treatment
APRIL	supply and apply fertiliser and weedkiller
JUNE	supply and apply fertiliser and weedkiller
	Every fourth year hollow tine the green and apply additional top dressing

iii) Summer Green Cutting (3 cuts per week)

Discount £3,285

iv) Security Alarm Systems. Provision and maintenance by the Club of the Club House/Pavilion Alarm and keyholder call-out in the event of activation of either the Braunstone Town Council Store Rooms security alarm or the Club House/Pavilion Alarm.

Free

The net cost to the Council will therefore be **£645**. I acknowledge receipt of the paid invoices covering the above work and I will arrange for a transfer of £645 into your bank account in due course.

(2) Public Use – The club will make two rinks available for public use to coincide with the Club's Home Fixtures and the Club shall provide appropriate signage indicating that the facility is open to the Public Use.

Bowling Green Assistants will be available during these times in accordance with the previously agreed Badge Identification Scheme.

(3) Fees – the club will be entitled to keep any fees paid by members of the public for casual use and coaching sessions. Charges for casual hire will remain at £1 per person, per hour.

(4) A club which shares facilities (pavilion/changing rooms, pitches, etc) shall come to mutually agreeable arrangements with other clubs sharing those facilities for the timing for matches and for the general maintenance and cleanliness of dressing rooms, etc.

(5) It will be the responsibility of the individual green ranger to decide whether or not play should take place. Clubs will be responsible for any damage caused to a green through playing in unsuitable conditions.

(6) You club will appoint a "Keyholder". Please check and return the enclosed Keyholders List with any alterations as soon as possible. Should any future change take place, the name, address and telephone number of the new keyholders must, immediately, be notified to the Executive Officer & Town Clerk.

Please advise your club's keyholders that they are responsible for:-

- (a) ensuring that all doors, garages, sheds, park gates and premises are locked, made secure and alarmed at the end of each day's play whenever the facilities have been used by the club.
- (b) ensuring that the club rooms/changing rooms etc are left in a clean and tidy condition.
- (c) ensuring that any damage to the Council's property or equipment is immediately notified to the Executive Officer & Town Clerk.

The Town Council has agreed that additional keys may also be issued to all Club Members subject to:-

- i) The Club Secretary maintaining an up to date list of keyholders.
 - ii) The club shall be responsible for securing the return of any keys from players who may, from time to time, give up their membership to the club.
 - iii) The club will ensure that all members issued with a key will receive the necessary training in connection with the "Keyholder" responsibilities as set out above.
 - iv) The Shakespeare Park Bowling Club will indemnify Braunstone Town Council against any loss or damage caused to the green or premises due to the gates or clubhouse, etc being left unlocked.
- (7) Bowls Club Use – This agreement covers the exclusive use of four of the six rinks daily, subject to two rinks being made available for members of the public.
- (8) The use of the pavilion facilities to be shared by the Bowls Club and members of the public.
- (9) Any further services or facilities which you intend to provide for use by members of the public and for which a charge will be made, must first be approved by the Council's Policy & Resources Committee.
- (10) Emergencies & Health & Safety Information

a) Fire & other Emergencies

In the unlikely event of an emergency we would ask that you comply with the action stated on the attached 'Fire Notice'.

We suggest that your club appoints a responsible person to summon the emergency services and that they should always be equipped with a mobile telephone for this purpose.

b) First Aid

First aid provision -

Your club is advised to provide adequate and appropriate equipment and facilities, or ensure that they are provided, for members. We suggest that you appoint First Aiders and provide first aid boxes.

The following organisations provide 'First Aider' training courses:-

St John's Ambulance, 112 Regent Road, Leicester, LE3 7LT, Telephone 0116 2553954
British Red Cross, 244 London Road, Leicester, LE2 1RH, Telephone 0116 2705087

Box Contents -

First aid boxes should be marked with a white cross on a green background, and should be kept fully stocked with only approved items, i.e. **no** medicines, pills, ointments etc. in case of possible adverse reactions on the part of persons being treated. Regular checks should be made to ensure compliance. The suggested contents are as shown in the table below.

FIRST AID BOXES - RECOMMENDED TYPE AND QUANTITY OF ITEMS			
ITEM	NUMBER OF CLUB MEMBERS		
	1 - 5	6 - 10	11 - 50
GUIDANCE CARDS		1	1
INDIVIDUALLY WRAPPED STERILE ADHESIVE DRESSINGS	20	20	40
STERILE EYE PADS, WITH ATTACHMENTS	1	2	4
TRIANGULAR BANDAGES	1	2	4
STERILE COVERINGS FOR SERIOUS WOUNDS	1	2	4
SAFETY PINS	6	6	12
MEDIUM STERILE UNMEDICATED DRESSINGS	3	6	8
LARGE STERILE UNMEDICATED DRESSINGS	1	2	4
EXTRA LARGE STERILE UNMEDICATED DRESSINGS	1	2	4

c) Serving Food

Information about training for food handlers etc. may be obtained from the Environmental Department at Blaby District Council, Tel 0116 2750555

d) Insurance

Hirers of the Council's facilities should have their own public liability insurance. As a general rule, the Limit of Indemnity under such a policy should not be less than £5,000,000.

e) Alterations to Premises and Defect Reporting

No alterations or additions will be made to the town Council's premises without the consent of the Council. Defects noticed by staff or visitors must be reported in writing to the Executive Officer & Town Clerk as soon as possible.

f) Slips and Falls

To reduce the risk of accidents, organisers are asked to respond quickly to spillages etc. Floors should not be too highly polished.

g) Electrical Equipment

You are asked to provide proof of electrical testing before any of your equipment is connected to the Council's power supply. No electrical fittings or appliances in the premises may be altered, removed or interfered with in any way, or additional fittings or appliances installed without prior approval of the Council.

h) Health & Safety Policy Statement

A copy of the Council's Health & Safety Policy Statement may be inspected at the Executive Officer & Town Clerk's office. Should you require any further information please do not hesitate to contact me.

i) Use of Contractors

Please let me know the name and address of the person appointed by the Club with overall responsibility for supervising the grass cutting and green maintenance contract. The Contractor employed by the Club should be supplied with a copy of the Council's Health & Safety Policy Statement. The following controls must be implemented:-

- All Contractors asked for Health and Safety Policy
- Contractors asked to produce risk assessments for the associated work activities
- Contractor to have public liability insurance cover of at least £2million
- Work of all Contractors is monitored
- Records of monitoring activities are kept

The Council reserves the right to monitor the Contractor's performance in order to check on compliance with the agreed safety arrangements. If Contractors are acting in a way which is deemed to be unsafe then the work will be stopped. As the principal to the contract, the Council has not only the power to do this but the responsibility to ensure the safety of employees, visitors and the Contractors themselves.

Copies of the Council's Risk Assessments (which include 'mowing', 'manual handling' and 'lone working', etc) available for inspection in the Executive Officer & Town Clerk's office, may be of assistance to the person appointed by the Club to supervise the Contract.

(11) Child Protection Policies

Braunstone Town Council requires that your Club acknowledges its responsibility to safeguard the welfare of every child and young person who has been entrusted to its care and is committed to working to provide a safe environment for all members. A child or young person is anyone under the age of 18 engaged in any club bowls activity. You must subscribe to your governing bodies child protection and best practice policy and procedures and endorse and adopt the policy statement contained in that document.

Further advice on child protection matters can be obtained from your local association and national governing body. Alternatively the NSPCC Child Protection 24 Hour Helpline can be contacted on 0808 800 5000.

A copy of the Town Council's Safeguarding Children and Child Protection Policy is issued to all teams using the Council's facilities.



BRAUNSTONE TOWN COUNCIL

www.braunstonetowncouncil.org.uk

Darren Tilley – Executive Officer & Town Clerk

Email: enquiries@braunstonetowncouncil.org.uk

Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester, LE3 2PP

Telephone: 0116 2890045 Fax: 0116 2824785

NOTICE

PITCH APPLICATIONS 2019/2020 INVITED
at Mossdale Meadows, Shakespeare Park and Thorpe Astley

Braunstone Town Council will shortly be considering applications for pitches for the coming season. Applications, in writing, are invited from interested clubs, to be received no later than **Monday 25th March 2019**. When making applications, clubs should specify (where applicable) the number of matches, the number of teams, senior or junior, day and time of match, etc.

Following assessment of the current pitches, capacity for 2019/2020 is as follows:

TABLE 1 – Pitch Capacity 2019/2020			
PARK	SPORT	PITCH	CAPACITY
Mossdale Meadows	Football	Senior Pitches (1 & 2)	95 matches
	Football	Junior Pitches	100 matches
	Football	Mini Pitches	40 matches
Shakespeare Park	Bowls	Bowling Green	1 club
	Football	Junior Pitch	50 matches
	Football	Mini Pitch	40 matches
Thorpe Astley Park	Football	Senior Pitch	30 matches

	2019/2020
<p><u>Bowls Club Season Fee</u> The season fee to be reduced subject to the following arrangements being put in place:-</p> <p>i) Public Coaching Sessions - The club will organise and promote at least 7 public coaching sessions during the season (preferably at monthly intervals). Each session to be given widespread publicity, i.e. notices at the Civic Centre, libraries, Community Centres, Bowling Green, Notice Boards and a series of advertisements in the Braunstone Life.</p> <p>ii) Bowling Green Maintenance. The Bowls Club will employ a suitably qualified contractor to supply all materials and undertake the following work :-</p> <p>OCTOBER supply and spread 6 tonnes of Top Dressing, spread seed with dimple spreader JAN / FEB supply and treat with weedkiller MARCH supply and apply Moss/Worm/Turf Tonic Treatment APRIL supply and apply fertiliser and weedkiller JUNE supply and apply fertiliser and weedkiller Every fourth year hollow tine the green and apply additional top dressing</p> <p>iii) Summer Green Cutting (3 cuts per week)</p> <p>NET cost to the Council per annum</p>	<p>£5369</p> <p>Discount £626</p> <p>Discount £2103</p> <p>Discount £3285 -£645</p>
<p><u>Soccer - Senior (per team)</u></p> <ul style="list-style-type: none"> • ONLY SCHEDULED MATCHES SHALL BE PERMITTED ON SUNDAYS DURING THE SEASON • NO MATCHES/TRAINING SESSIONS SHOULD TAKE PLACE ON PITCHES AFTER 31ST MAY 	<p>10 matches: £400 15 matches: £600 20 matches: £800</p>
<p><u>Soccer - Junior Under 18s (per team)</u></p> <ul style="list-style-type: none"> • ONLY SCHEDULED MATCHES SHALL BE PERMITTED ON SUNDAYS DURING THE SEASON • NO MATCHES/TRAINING SESSIONS SHOULD TAKE PLACE ON PITCHES AFTER 31ST MAY 	<p>10 matches: £125 15 matches: £185 20 matches: £245</p>
<p><u>Soccer - Mini (under 10's) (per team)</u></p> <ul style="list-style-type: none"> • ONLY SCHEDULED MATCHES SHALL BE PERMITTED ON SUNDAYS DURING THE SEASON • NO MATCHES/TRAINING SESSIONS SHOULD TAKE PLACE ON PITCHES AFTER 31ST MAY 	<p>10 matches: £37 15 matches: £55 20 matches: £73</p>

Casual Hire – Bowls, per person	£1 per hour
Ad-hoc pitch hire – Senior Football Pitches & changing rooms (minimum 2 hours)	£13.40 per hour
Ad-hoc pitch hire – Junior Football Pitches & changing rooms (minimum 2 hours)	£4.20 per hour
Ad-hoc pitch hire – Mini Football Pitches & changing rooms (minimum 2 hours)	£1.25 per hour

BRAUNSTONE TOWN COUNCIL

POLICY & RESOURCES COMMITTEE – 14th FEBRUARY 2019

Item 11 - End of Quarter Financial Position - Cashbook and Reserves

Purpose

To receive a summary of the Council's Cash and Reserves for the period 1st April 2018 to 31st December 2018.

Background

The Internal Auditor's report for the year ended 31st March 2018 included the following observation and recommendation:

“The Council's Financial Regulations (FRs) are based on the National Association of Local Councils (NALC) template; the Council has opted to make a number of changes and variations to better reflect the nature and scale of its financial systems and procedures. That is acceptable, but care must be taken to ensure that any changes made do not afford, inadvertently a lower standard of protection than that provided by the model template, that itself reflects legal requirements and the proper practices. To that end, whilst I note that detailed financial reporting to each meeting of the Policy & Resources Committee already takes place and whilst I am satisfied that the regular periodic financial verification procedures are sound and satisfactorily deliver the objectives set out in the FRs, I consider that a simplified summary financial report to the Policy & Resources Committee, at least quarterly to include details of reserves held and bank reconciliations would aid understanding and transparency”.

On 14th June 2018, both the Corporate Governance Sub-Committee and the Policy & Resources Committee considered the report of the Internal Auditor, and in respect of the recommendation above agreed that a “report to be added to the agendas of the next Policy & Resources Committee meeting one month after the end of each quarter”. The financial years run from April to March, therefore the end of each quarter is 30th June, 30th September, 31st December and 31st March.

For the third quarter of the financial year 2018/2019, 1st April – 31st December:

- Financial Summary Cashbook (including bank reconciliations) – Appendix 1
- Balance Sheet (including reserves) – Appendix 2

Recommendation

That the end of quarter financial position be noted.

Reason

There were no issues of concern with management of the Council's Finances.

Financial Summary - Cashbook

Summary between 01/04/18 and 31/12/18 inclusive.

Balances at the start of the year

Ordinary Accounts

Cash office floats	£32.50
No. 2 Account	£1,547.44
No.1 Account	£90,446.02
Petty Cash Account	£250.00

Long Term Investment Accounts

Cambridge 90 Day Notice Account	£157,963.45
Total	<u>£250,239.41</u>

RECEIPTS	Net	Vat	Gross
1. P&R - Corporate Management	£603,232.37	£42.64	£603,275.01
2. P&R - Civic Centre	£67,391.84	£156.46	£67,548.30
3. P&R - Thorpe Astley Community Centre	£35,299.76	£18.42	£35,318.18
5. P&R - Parks & Open Spaces	£23,788.39	£13.40	£23,801.79
7. Community Development	£12,397.02	£776.33	£13,173.35
8. Planning & Environment	£1,341.57	£210.03	£1,551.60
Total Receipts	<u>£743,450.95</u>	<u>£1,217.28</u>	<u>£744,668.23</u>

PAYMENTS	Net	Vat	Gross
1. P&R - Corporate Management	£390,227.14	£2,611.69	£392,838.83
2. P&R - Civic Centre	£93,258.39	£5,898.65	£99,157.04
3. P&R - Thorpe Astley Community Centre	£24,750.40	£3,136.37	£27,886.77
5. P&R - Parks & Open Spaces	£85,364.49	£12,114.00	£97,478.49
7. Community Development	£23,000.16	£586.81	£23,586.97
8. Planning & Environment	£4,641.52	£238.22	£4,879.74
Total Payments	<u>£621,242.10</u>	<u>£24,585.74</u>	<u>£645,827.84</u>

Closing Balances

Ordinary Accounts

Cash office floats	£32.50
No. 2 Account	£12,816.07
No.1 Account	£178,017.78
Petty Cash Account	£250.00

Long Term Investment Accounts

Cambridge 90 Day Notice Account	£157,963.45
Total	<u>£349,079.80</u>

Uncleared and Unpresented effects

No.1 Account	-£321.24
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Statement Closing Balances

Ordinary Accounts

Cash office floats	£32.50
No. 2 Account	£12,816.07
No.1 Account	£178,339.02
Petty Cash Account	£250.00

Long Term Investment Accounts

Cambridge 90 Day Notice Account	£157,963.45
Total	<u>£349,401.04</u>

Consolidated Balance Sheet

31/03/18 £		31/12/18 £
	Long Term assets	
157,963.45	Investments	157,963.45
<hr/>		<hr/>
157,963.45	TOTAL LONG TERM ASSETS	157,963.45
	Current assets	
0.00	Investments	0.00
0.00	Loans Made	0.00
0.00	Investments	0.00
<hr/>		<hr/>
0.00	Stocks	0.00
12,858.14	VAT Recoverable	9,606.97
9,187.50	Debtors	2,915.77
0.00	Payment in Advance	0.00
92,275.96	Cash in Hand at Bank	191,116.35
<hr/>		<hr/>
114,321.60	TOTAL CURRENT ASSETS	203,639.09
<hr/>		<hr/>
272,285.05	TOTAL ASSETS	361,602.54
	Current liabilities	
0.00	Loans Received	0.00
<hr/>		<hr/>
0.00	Temporary Borrowing	0.00
0.00	VAT Payable	0.00
2,779.96	Creditors	28,482.21
1,306.46	Receipts in Advance	100.00
<hr/>		<hr/>
4,086.42	TOTAL CURRENT LIABILITIES	28,582.21
<hr/>		<hr/>
268,198.63	TOTAL ASSETS LESS CURRENT LIABILITIES	333,020.33
0.00	Long Term Borrowing	0.00
0.00	Deferred Liabilities	0.00
0.00	Deferred Credits	0.00
<hr/>		<hr/>
0.00		0.00
<hr/>		<hr/>
268,198.63	NET ASSETS	333,020.33
	Represented by	
174,823.51	General Fund	239,570.29
93,375.12	Open Spaces Commuted Sums	93,375.12
<hr/>		<hr/>
268,198.63		332,945.41
<hr/>		<hr/>

Signed _____
 Chairman _____
 Date _____

 Responsible Financial Officer

Financial Budget Comparison

Comparison between 01/04/18 and 31/01/19 inclusive.

Excludes transactions with an invoice date prior to 01/04/18

		2018/2019	Actual Net	Balance
1. P&R - Corporate Management				
Income				
101	Precept	£574,107.00	£574,107.00	£0.00
102	Council Tax Support Grant	£0.00	£0.00	£0.00
107	New Homes Bonus	£0.00	£0.00	£0.00
110	General Reserve (transfer from)	£0.00	£0.00	£0.00
120	Sale Of Assets	£0.00	£0.00	£0.00
141	Photocopying	£150.00	£84.00	-£66.00
181	Interest on No 1 Account	£400.00	£0.00	-£400.00
182	Interest on No 2 Account	£10.00	£0.00	-£10.00
183	Interest on Cambridge Saver	£1,000.00	£0.00	-£1,000.00
199	Miscellaneous	£0.00	£499.40	£499.40
Total Income		£575,667.00	£574,690.40	-£976.60
Expenditure				
1010	Staff Salaries	£381,172.00	£315,123.49	£66,048.51
1015	Staff Expenses	£300.00	£82.59	£217.41
1020	Pensions	£86,278.00	£76,077.16	£10,200.84
1030	Councillors Allowances	£6,000.00	£5,377.00	£623.00
1035	Councillors Expenses	£300.00	£0.00	£300.00
1060	Contingency	£4,150.00	£0.00	£4,150.00
1070	New Homes Bonus	£0.00	£0.00	£0.00
1150	Insurance	£15,000.00	£18,238.61	-£3,238.61
1160	Audit	£3,000.00	£2,040.00	£960.00
1170	Legal Fees	£250.00	£1,000.00	-£750.00
1180	Elections	£500.00	£0.00	£500.00
1210	Staff Training	£2,500.00	£1,600.32	£899.68
1230	Councillor Training	£1,000.00	£80.00	£920.00
1300	Supplies, Stationery & Postage	£3,100.00	£2,318.13	£781.87
1350	Subscriptions	£2,150.00	£3,817.36	-£1,667.36
1360	Advertisements	£4,400.00	£4,104.00	£296.00
1400	Telephones	£2,400.00	£4,127.95	-£1,727.95
1410	Photocopier	£2,000.00	£1,100.46	£899.54
1420	Computer Supplies, Training, Service Contract	£10,000.00	£4,015.98	£5,984.02
1830	Fees on Cambridge Saver	£0.00	£0.00	£0.00
1990	Miscellaneous	£700.00	£190.00	£510.00
Total Expenditure		£525,200.00	£439,293.05	£85,906.95

Financial Budget Comparison

Comparison between 01/04/18 and 31/01/19 inclusive.

Excludes transactions with an invoice date prior to 01/04/18

	2018/2019	Actual Net	Balance
2. P&R - Civic Centre			
Income			
205	Capital Grants	£0.00	£0.00
225	Service Charges	£950.00	£0.00
250	Room Hire	£89,182.00	£62,411.70
251	Catering for Hirers (VAT)	£0.00	£135.95
257	Licensed Bar	£19,000.00	£14,250.06
299	Miscellaneous	£0.00	£463.20
Total Income	£109,132.00	£77,260.91	-£31,871.09
Expenditure			
2050	Capital Projects	£10,000.00	£0.00
2080	Loan Interest & Repayments	£35,994.00	£35,994.44
2170	Legal Fees	£0.00	£0.00
2250	Service Charges	£0.00	£0.00
2290	Clothing	£500.00	£139.75
2320	Printing & Copying	£800.00	£0.00
2330	Cleaning Materials	£1,600.00	£1,790.65
2400	Telephones	£1,000.00	£227.43
2430	Utility Bills	£16,000.00	£14,195.57
2440	Waste Services	£7,200.00	£3,668.90
2450	Laundry Services	£500.00	£9.69
2460	Rates	£19,500.00	£18,840.00
2500	Refundable Deposits	£0.00	£0.00
2510	Catering for Hirers (VAT)	£0.00	£149.50
2520	Miscellaneous Services for Hirers (VAT)	£0.00	£0.00
2570	Licences	£1,300.00	£295.00
2580	Card Card and Transit fees	£1,062.00	£1,570.34
2600	Building Repairs & Maintenance	£15,000.00	£13,327.57
2610	Equipment Repairs & Maintenance	£1,400.00	£4,667.31
2990	Miscellaneous	£150.00	£981.02
Total Expenditure	£112,006.00	£95,857.17	£16,148.83

Financial Budget Comparison

Comparison between 01/04/18 and 31/01/19 inclusive.

Excludes transactions with an invoice date prior to 01/04/18

		2018/2019	Actual Net	Balance
3. P&R - Thorpe Astley Community Centre				
Income				
350	Room Hire	£47,719.00	£32,610.56	-£15,108.44
351	Catering for Hirers (VAT)	£0.00	£3.33	£3.33
399	Miscellaneous	£0.00	£707.71	£707.71
Total Income		£47,719.00	£33,321.60	-£14,397.40
Expenditure				
3050	Capital Projects	£3,000.00	£876.58	£2,123.42
3290	Clothing	£0.00	£53.50	-£53.50
3320	Printing & Copying	£500.00	£110.00	£390.00
3330	Cleaning Materials	£1,000.00	£737.19	£262.81
3400	Telephones	£1,000.00	£383.31	£616.69
3430	Utility Bills	£6,000.00	£8,221.51	-£2,221.51
3440	Waste Services	£2,200.00	£1,270.23	£929.77
3450	Laundry Services	£250.00	£0.00	£250.00
3460	Rates	£6,700.00	£6,840.00	-£140.00
3500	Refundable Deposits	£0.00	£0.00	£0.00
3510	Catering for Hirers (VAT)	£0.00	£0.00	£0.00
3520	Miscellaneous Services for Hirers (VAT)	£0.00	£74.78	-£74.78
3570	Licences	£400.00	£477.50	-£77.50
3580	Credit Card and Transit Fees	£738.00	£0.00	£738.00
3600	Building Repairs & Maintenance	£3,000.00	£3,018.39	-£18.39
3610	Equipment Repairs & Maintenance	£3,350.00	£5,390.63	-£2,040.63
3990	Miscellaneous	£150.00	£36.51	£113.49
Total Expenditure		£28,288.00	£27,490.13	£797.87

Financial Budget Comparison

Comparison between 01/04/18 and 31/01/19 inclusive.

Excludes transactions with an invoice date prior to 01/04/18

		2018/2019	Actual Net	Balance
5. P&R - Parks & Open Spaces				
Income				
505	Capital Grants	£500,000.00	£3,896.00	£-496,104.00
508	Loans	£500,000.00	£0.00	£-500,000.00
511	Thorpe Astley Commuted Sums (transfer from)	£15,000.00	£15,000.00	£0.00
527	Agency Fees	£150.00	£0.00	£-150.00
555	Sports Pitches & Facilities	£4,000.00	£2,669.00	£-1,331.00
599	Miscellaneous	£100.00	£480.39	£380.39
Total Income		£1,019,250.00	£22,045.39	£-997,204.61
Expenditure				
5050	Capital Projects	£1,012,700.00	£6,471.46	£1,006,228.54
5080	Loan Interest & Repayments	£44,044.00	£20,553.10	£23,490.90
5170	Legal Fees	£5,000.00	£0.00	£5,000.00
5290	Clothing	£500.00	£508.95	£-8.95
5330	Cleaning Materials	£500.00	£227.96	£272.04
5400	Telephones	£410.00	£373.90	£36.10
5430	Utility Bills	£2,000.00	£2,127.11	£-127.11
5440	Waste Services	£2,000.00	£2,154.13	£-154.13
5450	Laundry Services	£1,000.00	£0.00	£1,000.00
5550	Sports Pitches & Facilities	£1,000.00	£1,012.15	£-12.15
5600	Building Repairs & Maintenance	£5,800.00	£3,941.05	£1,858.95
5610	Equipment Repairs & Maintenance	£14,000.00	£25,571.97	£-11,571.97
5630	Equipment Purchase	£2,000.00	£2,071.59	£-71.59
5650	Vehicle Costs	£10,000.00	£18,153.94	£-8,153.94
5660	Machinery Hire	£500.00	£44.28	£455.72
5670	Petrol	£3,800.00	£4,240.78	£-440.78
5990	Miscellaneous	£100.00	£1,173.75	£-1,073.75
Total Expenditure		£1,105,354.00	£88,626.12	£1,016,727.88

Financial Budget Comparison

Comparison between 01/04/18 and 31/01/19 inclusive.

Excludes transactions with an invoice date prior to 01/04/18

		2018/2019	Actual Net	Balance
7. Community Development				
Income				
726	Service Level Agreements	£15,000.00	£7,500.00	-£7,500.00
770	Programme of Events	£0.00	£3,423.29	£3,423.29
771	Summer Fete	£0.00	£744.65	£744.65
775	Civic Functions	£0.00	£275.00	£275.00
776	Town Mayor's Charity - Pre May	£0.00	£701.68	£701.68
777	Town Mayor's Charity - after May	£0.00	£8.57	£8.57
790	Consumer Products (Sales)	£300.00	£100.83	-£199.17
799	Miscellaneous	£0.00	£0.00	£0.00
Total Income		£15,300.00	£12,754.02	-£2,545.98
Expenditure				
7040	Town Mayor's Allowance	£750.00	£750.00	£0.00
7080	Loan Interest & Repayments	£4,430.00	£4,343.50	£86.50
7260	Service Level Agreements	£2,680.00	£3,000.00	-£320.00
7340	Signs	£500.00	£57.30	£442.70
7700	Programme of Events	£4,000.00	£3,972.40	£27.60
7710	Summer Fete	£2,300.00	£2,128.61	£171.39
7750	Civic Functions	£1,850.00	£757.67	£1,092.33
7760	Town Mayor's Charity - Pre May	£0.00	£796.50	-£796.50
7770	Town Mayor's Charity - after May	£0.00	£3,484.78	-£3,484.78
7850	Community Grants	£5,000.00	£3,190.00	£1,810.00
7860	Young People Grant	£1,000.00	£0.00	£1,000.00
7870	WW1 Commemorations Grant	£1,000.00	£400.00	£600.00
7900	Consumer Products (Purchase for resale)	£300.00	£0.00	£300.00
7950	Community Safety	£0.00	£99.99	-£99.99
7990	Miscellaneous	£100.00	£142.67	-£42.67
Total Expenditure		£23,910.00	£23,123.42	£786.58

Financial Budget Comparison

Comparison between 01/04/18 and 31/01/19 inclusive.

Excludes transactions with an invoice date prior to 01/04/18

	2018/2019	Actual Net	Balance
8. Planning & Environment			
Income			
890 Consumer Products (Sales)	£2,260.00	£1,469.08	-£790.92
Total Income	£2,260.00	£1,469.08	-£790.92
Expenditure			
8190 Professional Fees	£250.00	£0.00	£250.00
8440 Waste Services	£8,300.00	£3,577.52	£4,722.48
8460 Furniture	£1,000.00	£0.00	£1,000.00
8680 Grit Bins	£0.00	£0.00	£0.00
8900 Consumer Products (Purchase for resale)	£2,020.00	£1,064.00	£956.00
8950 Highways Grass Cutting	£0.00	£0.00	£0.00
Total Expenditure	£11,570.00	£4,641.52	£6,928.48

Financial Budget Comparison

Comparison between 01/04/18 and 31/01/19 inclusive.

Excludes transactions with an invoice date prior to 01/04/18

	2018/2019	Actual Net	Balance
Total Income	£1,769,328.00	£721,541.40	
Total Expenditure	£1,806,328.00	£679,031.41	
Total Net Balance	-£37,000.00	£42,509.99	

Paid Expenditure Transactions

between 01/01/19 and 05/02/19

Start of year 01/04/18

Cheque	Paid date	Tn no	Order	Gross	Vat	Net	Cttee	Details	Heading
	16/01/19	12781		£648.00	£0.00	£648.00	2. CC	Blaby District Council	N030084745 2440
	16/01/19	12782		£648.00	£0.00	£648.00	2. CC	Blaby District Council	N030084745 2440
	16/01/19	12794		£1,483.96	£0.00	£1,483.96	2. CC	Blaby District Council	TRADE WASTE 2440
	16/01/19	13653		-£648.00	£0.00	-£648.00	2. CC	Blaby District Council	Contra 12781, N030084745 2440
	16/01/19	13654		-£648.00	£0.00	-£648.00	2. CC	Blaby District Council	Contra 12782, N030084745 2440
	16/01/19	13655		-£1,483.96	£0.00	-£1,483.96	2. CC	Blaby District Council	Contra 12794, TRADE WASTE 2440
110673	03/01/19	13626		£78.00	£13.00	£65.00	5. OS	Sunningdale Landscape Supp	3 ton of Millwaste (1ton for Shakespeare Park ga 5610/1
		13647/1		£14.76	£0.00	£14.76	1. CM	Braunstone Town Council	Postage 1300
		13647/2		£38.99	£6.50	£32.49	5. OS	Braunstone Town Council	BEARINGS FOR MOWER 5610/1
		13647/3		£24.00	£0.00	£24.00	2. CC	Braunstone Town Council	SUPPLIES 2600
		13647/4		£18.90	£0.00	£18.90	1. CM	Braunstone Town Council	POSTAGE PAPERS 1300
		13647/5		£1.77	£0.00	£1.77	1. CM	Braunstone Town Council	POSTAGE 1300
		13647/6		£40.00	£0.00	£40.00	1. CM	Braunstone Town Council	DELIVERY OF PAPERS 1300
		13647/7		£19.50	£3.25	£16.25	5. OS	Braunstone Town Council	BEARINGS FOR EQUIPMENT 5610/1
		13647/8		£15.12	£0.00	£15.12	1. CM	Braunstone Town Council	POSTAGE 1300
		13647/9		£6.18	£0.00	£6.18	1. CM	Braunstone Town Council	POSTAGE 1300
		13647/10		£0.00	£0.00	£0.00	5. OS	Braunstone Town Council	5610/1
110675	11/01/19	13647		£179.22	£9.75	£169.47		Braunstone Town Council	PETTY CASH 1300
110677	21/01/19	13660		£60.00	£0.00	£60.00	7. CD	St Crispins Church	Lighting and heating for Town Mayor's Carol Serv7750
		13627/1		£635.40	£105.90	£529.50	2. CC	Sissons & Allen Ltd	install emergency lights to toilets 2600
		13627/2		£288.51	£48.08	£240.43	2. CC	Sissons & Allen Ltd	Install timelock & Photo cell to external floodlight 2600
		13627/3		£113.04	£18.84	£94.20	2. CC	Sissons & Allen Ltd	Supply led lamps 2600
		13627/4		£429.65	£71.61	£358.04	5. OS	Sissons & Allen Ltd	Install Temp flood lights to Poppy wall 5990
		13627/5		£43.15	£7.19	£35.96	2. CC	Sissons & Allen Ltd	spot light change near reception 2610/1
		13627/6		£149.48	£24.91	£124.57	2. CC	Sissons & Allen Ltd	Replace faulty flood light carpark 2600
		13627/7		£138.95	£23.16	£115.79	3. TA	Sissons & Allen Ltd	Replace faulty pir rear mini bus 3600
		13627/8		£152.02	£25.34	£126.68	2. CC	Sissons & Allen Ltd	Install external socket minibus compound 2600
		13627/9		£112.04	£18.67	£93.37	2. CC	Sissons & Allen Ltd	Install time clock for external sign 2600

Paid Expenditure Transactions

between 01/01/19 and 05/02/19

Start of year 01/04/18

Cheque	Paid date	Tn no	Order	Gross	Vat	Net	Cttee	Details	Heading	
		13627/10		£353.52	£58.92	£294.60	2. CC	Sissons & Allen Ltd	Install LED strip in external wall sign	2600
		13627/11		£248.21	£41.37	£206.84	5. OS	Sissons & Allen Ltd	Replace faulty light fitting & Lamp	5600/1
		13627/12		£250.48	£41.75	£208.73	2. CC	Sissons & Allen Ltd	Install additional flood light to carpark	2600
BACS180102S ISSONS	03/01/19	13627	2848	£2,914.45	£485.74	£2,428.71		Sissons & Allen Ltd		2600
		13620/1		£132.00	£22.00	£110.00	1. CM	IT Solutions	Toners for printer	1420
BACS181120I TSOL	02/01/19	13620	2856	£132.00	£22.00	£110.00		IT Solutions	Toner for printers	1420
BACS181203I TSOLUTION	02/01/19	13619		£2,242.78	£373.80	£1,868.98	1. CM	IT Solutions	11 phones	1400
BACS181217 CHILLI1	02/01/19	13615		£61.11	£0.00	£61.11	2. CC	Chilliclean Window Cleaning	CHILLI CLEAN CC	2600
BACS181217 CHILLITA	02/01/19	13614		£63.60	£0.00	£63.60	3. TA	Chilliclean Window Cleaning	CHILLI CLEAN TA	3600
		13617/1		£672.00	£112.00	£560.00	2. CC	Chubb Fire & Security	Fire Risk Assesment CC	2610/1
		13617/2		£0.00	£0.00	£0.00	3. TA	Chubb Fire & Security	Fire Risk Assesment TA	3610/1
		13617/3		£0.00	£0.00	£0.00	5. OS	Chubb Fire & Security	Fire Risk Assesment MM	5610/1
BACS181217 CHUBB01	02/01/19	13617		£672.00	£112.00	£560.00		Chubb Fire & Security	Fire Risk Assesment	2610/1
		13618/1		£0.00	£0.00	£0.00	2. CC	Chubb Fire & Security	Intruder Alarm take over at CC	2610/3
		13618/2		£0.00	£0.00	£0.00	3. TA	Chubb Fire & Security	Intruder Alarm take over at TA	3610/3
		13618/3		£0.00	£0.00	£0.00	5. OS	Chubb Fire & Security	Intruder Alarm take over at MM	5600/1
		13618/4		£960.00	£160.00	£800.00	2. CC	Chubb Fire & Security	Intruder Alarm upgrade at CC	2610/3
BACS181217 CHUBBCC	02/01/19	13618	2734	£960.00	£160.00	£800.00		Chubb Fire & Security	Intruder Alarm	2610/3
BACS181220 CHUBBTA	02/01/19	13624		£111.59	£18.60	£92.99	3. TA	Chubb Fire & Security	Fire Alarm serviced Thorpe Astley	3610/3
BACS181220S AGE	03/01/19	13711		£31.20	£5.20	£26.00	1. CM	Sage (UK) Ltd	Pensions Modules 01.11.2018 - 30.11.2018	1350
BACS181221 HMRC	07/01/19	13591		£6,464.65	£0.00	£6,464.65	1. CM	H M Revenue & Customs	Tax & NI Dec 18	1010
BACS190101 WATERPLUM M	01/01/19	13690		£692.20	£0.00	£692.20	5. OS	Water Plus/STW	ACC. 0955002195 MM	5430
BACS190102B STONELIFE	03/01/19	13625		£1,710.00	£0.00	£1,710.00	1. CM	Braunstone Life	Advertising Feb - June 2019	1360

Paid Expenditure Transactions

between 01/01/19 and 05/02/19

Start of year 01/04/18

Cheque	Paid date	Tn no	Order	Gross	Vat	Net	Cttee	Details	Heading
BACS190107K OMPAN	11/01/19	13644		£43.20	£7.20	£36.00	5. OS	Kompan Ltd	Spare parts for play equipment at Thorpe Astley 5610/2
BACS190110A RCO	01/02/19	13703		£30.54	£5.09	£25.45	5. OS	Arco	Pack of gloves 5630
BACS1901110 HALLMARK	11/01/19	13640		£10.32	£1.72	£8.60	5. OS	Hallmark Tractors Ltd	Rear Vender Clip 5610/1
BACS1901110 HALLMARK	01/02/19	13710		£10.32	£1.72	£8.60	5. OS	Hallmark Tractors Ltd	Rear Vender Clip 5610/1
BACS1901110 HALLMARK01	11/01/19	13646		£361.45	£60.24	£301.21	5. OS	Hallmark Tractors Ltd	Side arm not working 5610/1
		13641/1		£540.00	£90.00	£450.00	5. OS	Sam Metcalf Trees & Landscap	Tree surveys at Mossdalle Meadows 5610/1
		13641/2		£540.00	£90.00	£450.00	5. OS	Sam Metcalf Trees & Landscap	Long spinney and Foxhole Spinney 5610/1
BACS1901110 METCALF	11/01/19	13641	2863	£1,080.00	£180.00	£900.00		Sam Metcalf Trees & Landscaping	5610/1
BACS1901110S AGE	14/01/19	13708		£31.20	£5.20	£26.00	1. CM	Sage (UK) Ltd	Pensions Modules 01.01.2019 - 31.01.2019 1350
BACS190114B Q	14/01/19	13707		£74.92	£12.49	£62.43	2. CC	B & Q	13639 DELETED BY ACCIDENT 2600
BACS190116K PPACKAGIN	01/02/19	13697		£286.90	£47.82	£239.08	8. PE	KB Packaging	30,000 black dog bags 8900/1
BACS1901116 NPS	21/01/19	13657		£136.80	£22.80	£114.00	2. CC	NPS NIGEL SUMMERFIELD	to unblock urinals next to bar area 2600
BACS190118B OWLS	11/01/19	13643		£645.00	£0.00	£645.00	5. OS	Shakespeare Park Bowls Club	Payment to Bowls club for work on green as per 5550
BACS190118B RITANNIA	01/02/19	13702		£324.00	£54.00	£270.00	7. CD	Britannia Buffet Services Ltd	Buffet for Poppy Cascade Thank You Event - 45 7750
BACS1901118 GSGENE01	01/02/19	13699		£757.68	£0.00	£757.68	2. CC	G S General Handyman Servi	REPLACE PIPE TO URINAL IN MENS TOILET 2610/1
BACS1901118 GSGENERAL	01/02/19	13698		£757.68	£0.00	£757.68	2. CC	G S General Handyman Servi	Supply & fit new fire door turning it around so it o 2610/1
BACS190123 HALLMARK02	01/02/19	13692		£251.03	£41.84	£209.19	5. OS	Hallmark Tractors Ltd	Leak and hedge not sitting right 5610/1
		13694/1		£540.00	£90.00	£450.00	1. CM	IT Solutions	Service & maintenance agreement pc JAN - MA 1420
		13694/2		£70.20	£11.70	£58.50	1. CM	IT Solutions	Service & maintenance agreement VoIP JAN - M 1420
BACS190123I TSOLU2857	01/02/19	13694		£610.20	£101.70	£508.50		IT Solutions	JAN - MAR INC Service & maintenance agreement pc 1420
BACS190123P ERSONNELS	23/01/19	13718		£120.00	£20.00	£100.00	1. CM	PERSONAL ADVICE	DECEMBER 2019 1170

Paid Expenditure Transactions

between 01/01/19 and 05/02/19

Start of year 01/04/18

Cheque	Paid date	Tn no	Order	Gross	Vat	Net	Cttee	Details	Heading
		13691/1		£116.00	£0.00	£116.00	1. CM	Post Office Shop	200 2ND CLASS STAMPS 1300
		13691/2		£3.95	£0.66	£3.29	1. CM	Post Office Shop	Delivery 1300
BACS190123P OSTOFFICE	01/02/19	13691	2887	£119.95	£0.66	£119.29		Post Office Shop	2ND CLASS STAMPS X 200 AND DELIVERY 1300
BACS190123X EROXUSEAG	01/02/19	13693		£158.59	£26.43	£132.16	1. CM	Xerox	PHOTOCOPIER USAGE 01.10.2018 - 31.12.201 1410
BACS190124A S	24/01/19	13666		£1,861.74	£0.00	£1,861.74	1. CM	Wages -	Salary Jan 19 1010
BACS190124B A	24/01/19	13668		£1,381.91	£0.00	£1,381.91	1. CM	Wages -	Salary Jan 19 1010
BACS190124B Q	01/02/19	13696		£13.44	£2.24	£11.20	5. OS	B & Q	Flexi pipe 5600/1
BACS190124B R	24/01/19	13676		£1,157.86	£0.00	£1,157.86	1. CM	Wages -	Salary Jan 19 1010
BACS190124 C	24/01/19	13674		£759.59	£0.00	£759.59	1. CM	Wages -	Salary Jan 19 1010
BACS190124 C	24/01/19	13679		£1,106.44	£0.00	£1,106.44	1. CM	Wages -	Salary Jan 19 1010
BACS190124E DGE	01/02/19	13704		£1,886.40	£314.40	£1,572.00	1. CM	Edge IT Systems Ltd	18.03.2019 - 17.03.2020 1350
BACS190124 G S	24/01/19	13673		£1,241.55	£0.00	£1,241.55	1. CM	Wages -	Salary Jan 19 1010
BACS190124 G	24/01/19	13677		£1,203.68	£0.00	£1,203.68	1. CM	Wages -	Salary Jan 19 1010
BACS190124 G	24/01/19	13682		£512.83	£0.00	£512.83	1. CM	Wages -	Salary Jan 19 1010
BACS190124 H	24/01/19	13672		£948.98	£0.00	£948.98	1. CM	Wages -	Salary Jan 19 1010
BACS190124 HMRC	24/01/19	13661		£6,548.35	£0.00	£6,548.35	1. CM	H M Revenue & Customs	Tax & NI January 2019 1010
BACS190124J E	24/01/19	13675		£1,635.52	£0.00	£1,635.52	1. CM	Wages -	Salary Jan 19 1010
BACS190124K E	24/01/19	13665		£1,615.12	£0.00	£1,615.12	1. CM	Wages -	Salary Jan 19 1010
BACS190124L CC	24/01/19	13663		£7,301.21	£0.00	£7,301.21	1. CM	Leicestershire County Council	Pensions 1020

Paid Expenditure Transactions

between 01/01/19 and 05/02/19

Start of year 01/04/18

Cheque	Paid date	Tn no	Order	Gross	Vat	Net	Cttee	Details	Heading	
BACS190124 MACHINEMA R	01/02/19	13705		£19.19	£3.20	£15.99	2. CC	MACHINE MART	Page 460 - 7b ML536R Fixed	2600
BACS190124 MACHMART	01/02/19	13706		£13.78	£2.30	£11.48	2. CC	MACHINE MART	1 roll Mig Wire, 1 packet of nozzles	2600
BACS190124 M	24/01/19	13684		£501.42	£0.00	£501.42	1. CM	Wages	Salary Jan 19	1010
BACS190124 M	24/01/19	13667		£1,221.72	£0.00	£1,221.72	1. CM	Wages	Salary Jan 19	1010
BACS190124 O	24/01/19	13683		£336.31	£0.00	£336.31	1. CM	Wages	Salary Jan 19	1010
BACS190124 R	24/01/19	13669		£1,353.55	£0.00	£1,353.55	1. CM	Wages	Salary Jan 19	1010
BACS190124S I	24/01/19	13681		£1,251.81	£0.00	£1,251.81	1. CM	Wages	Salary Jan 19	1010
BACS190124S M	24/01/19	13680		£410.23	£0.00	£410.23	1. CM	Wages	Salary Jan 19	1010
BACS190124S N	24/01/19	13664		£2,015.76	£0.00	£2,015.76	1. CM	Wages	Salary Jan 19	1010
BACS190124T I	24/01/19	13678		£2,259.62	£0.00	£2,259.62	1. CM	Wages	Salary Jan 19	1010
BACS190124 UNISON	24/01/19	13662		£58.00	£0.00	£58.00	1. CM	Unison	Union Fees January 2019	1010
BACS190124 W	24/01/19	13671		£919.67	£0.00	£919.67	1. CM	Wages	Salary Jan 19	1010
BACS190124Y U	24/01/19	13670		£672.99	£0.00	£672.99	1. CM	Wages	Salary Jan 19	1010
BCARD19010 5VISTA	05/01/19	13712		£27.16	£4.53	£22.63	7. CD	VistaPrint	Postcards for Poppy Cascade Members x 50	7750
BCARD19011 3BCARDASD A	05/01/19	13713		£14.18	£0.00	£14.18	7. CD	Asda	Supplies for Carol Service	7750
BCARD19011 6BCARDASD A	16/01/19	13659		£26.45	£0.00	£26.45	7. CD	Asda	Supplies for Poppy cascade	7750
BCARD19012 4AMAZON	24/01/19	13717		£42.47	£7.09	£35.38	1. CM	Amazon UK	2 books of condolences	1300
CARD181205 BYPHONECA R	05/01/19	13714		£180.00	£30.00	£150.00	1. CM	Byphone Voxbit	Phones for new contract	1400

Paid Expenditure Transactions

between 01/01/19 and 05/02/19

Start of year 01/04/18

Cheque	Paid date	Tn no	Order	Gross	Vat	Net	Cttee	Details	Heading
CARD190110 AMAZON	10/01/19	13642		£6.75	£0.00	£6.75	1. CM	Amazon UK	Pack of photopaper 1300
CARD190121 AMAZON	21/01/19	13701		£21.80	£3.63	£18.17	1. CM	Amazon UK	Picture frame for poppy cascade pictures 1300
		13715/1		£29.40	£4.90	£24.50	2. CC	Global Payments	THE PERIOD OF 01.12.2018 - 31.12.2018 2580
		13715/2		£52.51	£0.00	£52.51	2. CC	Global Payments	THE PERIOD OF 01.12.2018 - 31.12.2018 2580
DD181130GL OBAL	17/01/19	13715		£81.91	£4.90	£77.01		Global Payments	THE PERIOD OF 01.12.2018 - 31.12.2018 2580
DD181220TG PMMELEC	07/01/19	13623		£575.33	£95.88	£479.45	3. TA	Total Gas & Power	ELECTRICITY -MM 3430
DD190102BD CRATESCC	02/01/19	12804		£1,884.00	£0.00	£1,884.00	2. CC	Blaby District Council	N030002639 CC 01.04.2018 - 31.03.2019 2460
DD190102BD CRATESTA	02/01/19	12909		£684.00	£0.00	£684.00	3. TA	Blaby District Council	RATES - N030084745 TA 3460
DD190102KIN GS	10/01/19	13628		£57.78	£9.63	£48.15	2. CC	Kings Armoured Security Serv	Cash in transit 2580
DD190109ENT RANET	09/01/19	13636		£56.50	£9.42	£47.08	1. CM	Entanet International Ltd	0116 2160508 VoIP 1400
DD190114ENT RAADSLTA	14/01/19	13645		£51.29	£8.55	£42.74	1. CM	Entanet International Ltd	0116 2893834 TA ADSL 05.01.2019 - 04.02.2019 1400
DD190116ENT RAADSLCC	22/01/19	13658		£49.79	£8.30	£41.49	1. CM	Entanet International Ltd	0116 2893973 CC ADSL 14.01.2019 - 13.02.2019 1400
DD190116TG PTAELEC	07/01/19	13709		£321.15	£15.29	£305.86	3. TA	Total Gas & Power	ELECTRICITY - THORPE ASTLEY 3430
DD190116TG PTAELEC	23/01/19	13656		£1,197.65	£199.61	£998.04	3. TA	Total Gas & Power	ELECTRICITY - THORPE ASTLEY 3430
DD190119ENT RANADCC	10/01/19	13637		£27.90	£4.65	£23.25	1. CM	Entanet International Ltd	0116 2824785 CC ADSL 01.01.2019 - 31.01.2019 1400
DD190123ENT RANETMM	25/01/19	13695		£27.40	£4.57	£22.83	1. CM	Entanet International Ltd	0116 2630018 ADSL 17.01.2019-16.02.2019 1400
Total				£67,724.76	£2,517.19	£65,207.57			