

BUCKINGHAM TOWN COUNCIL

TOWN COUNCIL OFFICES, THE BUCKINGHAM CENTRE, VERNEY CLOSE, BUCKINGHAM. MK18 1JP

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Town Clerk: Mr. C. P. Wayman

09 June 2015

Councillor,

You are summoned to a meeting of the **Resources Committee** of Buckingham Town Council to be held on **Monday 15**th **June 2015** at 7pm in the Council Chamber, Cornwalls Meadow, Buckingham.

Mr. C. P. Wayman

Town Clerk

Please note that the Resources Committee will be preceded by a Public Session in accordance with Standing Order 1.3, which will last for a maximum of 15 minutes.

AGENDA

1. Election of Chairman

To elect a Chairman of the Committee for 2015 - 2016

2. Election of Vice Chairman

To elect a Vice Chairman of the Committee for 2015 - 2016

3. Apologies for Absence

Members are asked to receive apologies from Members.

4. Declarations of Interest

To receive declarations of any personal or prejudicial interest under consideration on this agenda in accordance with the Localism Act 2011 Sections 26-34 & Schedule 4.

5. Minutes of last meeting

To receive the minutes of the Resources Committee meeting held on Monday 13th April 2015 ratified at the Full Council meeting held on 11th May 2015.

6. Minutes of CSG Committee

To receive the minutes of the CSG Committee meeting held on 3rd June 2015

Circulated with this agenda CSG/01/15

108/15 Distribution of Newsletter

Members agreed to increase the current print run from 5,800 by 400 copies to a total of 6,200, due to the increase in the number of houses.

Proposed by Clir. Smith, seconded by Clir. Harvey, and **RECOMMENDED** to increase the Newsletter budget to allow for the extra printing and production costs of the increased print run.







109/15 Welcome Packs

Members felt that the welcome packs could include material from other councils and bodies, such as BCC, AVDC and the Police.

Proposed by Clir. Harvey, seconded by Clir. Smith, and **RECOMMENDED** to explore the potential of sponsorship of the welcome pack.

111/15 Improvements and Maintenance of the Website

Members felt that this should be a regular item on the agenda. Members decided that all minutes and agendas for the year should be viewable on the relevant committee pages of the website.

Proposed by Cllr. Harvey, seconded by Cllr. Strain-Clark, and RECOMMENDED that forthcoming agendas and all attachments be downloadable from the Town Council website.

112/15 Accessible democracy: IT infrastructure in the Council Chamber

Members discussed the need for a fast Wi-Fi connection in order to allow agendas and documents to be viewed electronically during Committee meetings.

Proposed by Clir. Smith, seconded by Clir. Harvey, and **RECOMMENDED** that the issue be reviewed and taken forward as appropriate.

113/15 Chairman's Items

Members discussed the possibility of incorporating Maids Moreton Matters and into Buckingham Town Matters, with Maids Moreton having a page of BTM of which they would cover the proportionate cost of the printing & delivery to the houses in Maids Moreton.

Proposed by Cllr. Harvey, seconded by Cllr. Smith, and **RECOMMENDED** to leave the door open for discussion with Maids Moreton Parish Council if they wish to incorporate Maids Moreton Matters into Buckingham Town Matters.

7. Action Report

Appendix A

To receive and discuss the Action Report.

8. Accounts and Budgets

Appendix B

Members are asked to receive and consider the attached Income and Expenditure reports.

9. (16/15)Recommendation from Full Council

Proposed by Clir. Hirons, seconded by Clir. Smith, and **RECOMMENDED** that the reporting structure for local District and County Members be re-vitalised. **(PL/14/14)**Members **AGREED** to refer the review of the reporting structure for local District and County Members to Resources Committee. **ACTION: RESOURCES AGENDA JUNE**

10. Terms of Reference

10.1 To agree the terms of reference for the Communications subcommittee	Appendix C
10.1 To agree the terms of reference for the Personnel sub-committee	Appendix D

11. Annual Investment Strategy

11.1 To receive a written report from the Town Clerk	R/09/15
11.2 To receive and agree the Annual Investment Strategy	Appendix E

12. Strategic Report

To receive a written report from the Deputy Town Clerk R/10/15

13. Town Action Commission

Appendix F

To receive and discuss a proposal from Cllr Harvey

14. GPS Telecoms Appendix G

Email: office@buckingham-tc.gov.uk

www.buckingham-tc.gov.uk

To receive and discuss a proposal for the office telephone lines

15. Paperless Agenda

R/11/15

To receive a written report from the Deputy Town Clerk

16. Internal Audit Report

Appendix H

To receive and agree the report

17. Honorary Freeman's Scroll

To discuss and agree a budget heading

18. Chairman's Announcements

19. Date of next meeting Monday 3rd August 2015, 7pm

To:

Cllr. T. Bloomfield

- Vice-Chairman

Cllr. A. Mahi Town Mayor

Cllr. H. Cadd

Cllr. Mrs. G. Collins - Chairman

Cllr. H. Mordue

Cllr. P. Collins

Cllr. Ms. Newell

Cllr. J. Harvey

Cllr. Mrs. O'Donoghue

Cllr. P. Hirons

Cllr. M. Smith

Cllr. D. Isham

Cllr. R. Stuchbury Cllr. M. Try

Clir. R. Lehmann

Min No	Title	Meeting Date	Work undertaken	Completed On
385/12 585/12 142/13	Chamber Lobby	17.09.12	Replace wall	currently studying, and writing specification up
141/13	Report on all staff hours	10.06.13	Undertake report on all staff hours when time allows	
502/13	Audit Report	04.11.13	Prepare a report in response to auditors comments	Working through recommendations
625/13	Apprenticeship	06.01.14	Delay decision	Precepted for apprenticeship. Obtained more information
905/13	Website Design	14.04.14	Proceed per minute following ratification	Website to go live before May
749/14	Strategic Planning	23.03.15	Regular report to be provided to monitor the performance indicators, suggested every other meeting. Collate all documents for Strategic Planning for new Councillors and ensure the plan be a 'base line' for the beginning of the new Council year in May.	Deputy Town Clerk to issue report for meeting of 15/06/15 Deputy Town Clerk has collated all reports and documents issued so far
874/14	Red Cross Centre	13.04.15	Review Community Right to bid Annually until expiry in January 2020	

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Buckingham Town Council

Detailed Income & Expenditure by Budget Heading 31/05/2015

Committee Report

Page No 1

		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budge
RESO	<u>URCES</u>							
<u>101</u>	PERSONNEL COSTS							
4000	WAGES & SALARIES ADMIN	156,139	27,029	161,000	133,971		133,971	16.8 %
4001	WAGES & SALARIES EXTERNAL	59,880	9,832	62,000	52,168		52,168	15.9 %
4002	PENSION DEFECIT	9,300	808	0	-808		-808	0.0 %
4003	APPRENTICESHIP	0	0	6,000	6,000		6,000	0.0 %
4005	ERS NATIONAL INS	15,415	2,513	16,000	13,487		13,487	15.7 %
4006	ERS PENSION CONT	17,790	4,018	35,000	30,982		30,982	11.5 %
4007	STAFF TRAVEL	495	54	500	446		446	10.8 %
4008	OCCUPATIONAL HEALTH	229	0	500	500		500	0.0 %
4226	SUPERVISORS	0	361	0	-361		-361	0.0 %
	PERSONNEL COSTS :- Expenditure	259,249	44,615	281,000	236,385	0	236,385	15.9 %
1001	APPRENTICESHIP GRANT	0	0	2,500	-2,500			0.0 %
	PERSONNEL COSTS:-Income	0	0	2,500	-2,500		•	0.0 %
	Net Expenditure over Income	259,249	44,615	278,500	233,885			
<u>102</u>	OFFICE EXPENSES							
4010	STATIONERY	1,832	333	1,650	1,317		1,317	20.2 %
4011	POSTAGE	752	77	650	573		573	11.8 %
4012	PHOTOCOPIER	1,669	178	1,800	1,622		1,622	9.9 %
4013	EQUIPMENT PURCHASE	199	0	200	200		200	0.0 %
4015	ADVERTISMENT	296	0	200	200		200	0.0 %
4017	SUBSCRIPTIONS	2,425	2,163	3,200	1,037		1,037	67.6 %
4018	TELEPHONE	3,321	745	3,500	2,755		2,755	21.3 %
4019	HIRE OF HALL	117	18	250	232		232	7.3 %
J21	HOSPITALITY	237	5	300	295		295	1.7 %
4023	TRAINING	3,748	1,074	5,500	4,426		4,426	19.5 %
4032	PUBLICITY	6,601	1,308	7,000	5,692		5,692	18.7 %
4038	COMPUTER EQUIP/MAINT	2,579	735	2,100	1,365	100	1,265	39.8 %
4041	WEB SITE PROVISION &	355	1,963	4,245	2,282	1,535	747	82.4 %
4043	PROTECTIVE CLOTHING /	388	58	400	342	,	342	14.5 %
4052	HEAT LIGHT POWER	1,589	0	2,500	2,500		2,500	0.0 %
4055	ALARM	573	0	305	305		305	0.0 %
4156	BUCKINGHAM CENTRE RENT	5,197	4,942	11,000	6,058		6,058	44.9 %
	OFFICE EXPENSES :- Expenditure	31,876	13,598	44,800	31,202	1,635	29,567	34.0 %
1010	CHAMBER HIRE	1,132	6	1,000	-994	•	•	0.6 %
1012	PHOTOCOPIER USE	55	0	50	-50			0.0 %
	OFFICE EXPENSES :- Income	1,187	6	1,050	-1,044			0.6 %

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Buckingham Town Council Detailed Income & Expenditure by Budget Heading 31/05/2015

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		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>103</u>	COUNCILLORS							
4020	MAYOR'S DUTIES	1,800	0	1,800	1,800		1,800	0.0 %
4029	MAYOR'S CIVIC	1,200	1,022	1,200	178		178	85.2 %
4044	COUNCILLORS MILEAGE / EXPS	101	18	500	482		482	3.6 %
4045	COUNCILLORS ALLOWANCE	7,200	0	8,160	8,160		8,160	0.0 %
	COUNCILLORS :- Expenditure	10,301	1,040	11,660	10,620	0	10,620	8.9 %
	Net Expenditure over Income	10,301	1,040	11,660	10,620			
<u>104</u>	LEGAL REQUIREMENTS							
4014	AUDIT FEE	1,401	-1,480	2,420	3,900		3,900	-61.2 %
(4022	INSURANCE	13,307	12,990	13,500	510		510	96.2 %
	LEGAL REQUIREMENTS :- Expenditure	14,708	11,510	15,920	4,410	0	4,410	72.3 %
	Net Expenditure over Income	14,708	11,510	15,920	4,410			
<u>120</u>	GRANTS (PREV 137)							•
4077	OLD GAOL FUNDING	3,000	0	3,000	3,000		3,000	0.0 %
4150	FILM PLACE FUNDING	1,250	0	1,250	1,250		1,250	0.0 %
	GRANTS (PREV 137) :- Expenditure	4,250	0	4,250	4,250	0	4,250	0.0 %
	Net Expenditure over Income	4,250	0	4,250	4,250			
125	COMMEMORATIVE ITEMS							
4504	REMEMBERANCE WREATH	17	0	20	20		20	0.0 %
4505	MAYORS SALVER	165	150	170	20		20	88.2 %
(.	COMMEMORATIVE ITEMS :- Expenditure	182	150	190	40	0	40	78.9 %
	Net Expenditure over Income	182	150	190	40			
<u>130</u>	ADMIN RESERVES							
1176	PRECEPT	527,259	282,597	565,193	-282,597			50.0 %
1190	INTEREST RECEIVED	2,318	0	2,500	-2,500			0.0 %
	ADMIN RESERVES :- Income	529,577	282,597	567,693	-285,097		,	49.8 %
	Net Expenditure over Income	-529,577	-282,597	-567,693	-285,097			
<u>131</u>	<u>GRANTS</u>							
4085	COMMUNITY CENTRE	5,784	0	5,000	5,000		5,000	0.0 %
4087	OTHER	16,956	18,802	18,802	0		0	100.0 %
	GRANTS :- Expenditure	22,740	18,802	23,802	5,000	0	5,000	79.0 %
	- Net Expenditure over Income	22,740	18,802	23,802	5,000			

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Buckingham Town Council Detailed Income & Expenditure by Budget Heading 31/05/2015

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		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>132</u>	CONTINGENCIES							
4500	CONTINGENCIES	2,044	2,095	10,000	7,905		7,905	21.0 %
	CONTINGENCIES :- Expenditure	2,044	2,095	10,000	7,905	0	7,905	21.0 %
	Net Expenditure over Income	2,044	2,095	10,000	7,905			
<u>304</u>	BUCKINGHAM TOWN YOUTH COUNCIL			•				
4237	YOUTH COUNCIL BUDGET	830	0	900	900		900	0.0 %
4238	YOUTH COUNCIL ADMIN	0	0	100	100		100	0.0 %
UCKINGHA	M TOWN YOUTH COUNCIL :- Expenditure	830		1,000	1,000	0	1,000	0.0 %
(Net Expenditure over Income	830	0	1,000	1,000			
	RESOURCES :- Expenditure	346,180	91,810	392,622	300,812	1,635	299,177	23.8 %
	Income	530,763	282,603	571,243	-288,641			49.5 %
	Net Expenditure over Income	-184,584	-190,792	-178,621	12,171			
ENVIR	ONMENT							
<u>201</u>	ENVIRONMENT							
4068	COMMUNITY SERVICE	6,980	0	6,750	6,750		6,750	0.0 %
4069	GRIT / SALT BINS	0	0	1,800	1,800	900	900	50.0 %
4101	SEATS AND BINS	576	0	3,000	3,000		3,000	0.0 %
4112	ENVIRONMENT EQUIPMENT	5,800	946	6,000	5,054		5,054	15.8 %
4118	GREEN WASTE DISPOSAL	300	0	360	360		360	0.0 %
	ENVIRONMENT :- Expenditure	13,656	946	17,910	16,964	900	16,064	10.3 %
(Net Expenditure over Income	13,656	946	17,910	16,964			
<u>202</u>	ROUNDABOUTS							
4108	ROUNDABOUT	7,924	1,730	10,000	8,270	6,709	1,562	84.4 %
	ROUNDABOUTS :- Expenditure	7,924	1,730	10,000	8,270	6,709	1,562	84.4 %
1051	ROUNDABOUT NO 1 OPEN	1,982	2,014	2,032	-18			99.1 %
1052	ROUNDABOUT NO 2 ELLA	1,057	1,074	1,547	-473			69.4 %
1053	ROUNDABOUT NO 3	1,735	1,762	1,778	-16			99.1 %
1054	ROUNDABOUT NO 4 R & B	0	0	2,211	-2,211			0.0 %
1056	ROUNDABOUT NO 6 EUROLANE	2,367	2,405	2,426	-21			99.1 %
1057	ROUNDABOUT NO 7 RING ROAD	1,207	1,226	1,237	-11			99.1 %
	ROUNDABOUTS :- Income	8,348	8,482	11,231	-2,749		-	75.5 %

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Buckingham Town Council Detailed Income & Expenditure by Budget Heading 31/05/2015

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		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
20	03 MAINTENANCE	. 301		, anidar Bad		_np o nation o	,	244900
4063		3,880	553	6,000	ድ ለለማ		E 117	9.2 %
4082		1,500	0	1,500	5,447 1,500		5,447 1,500	9.2 %
4102		2,867	0	4,000	4,000		4,000	0.0 %
4102	. DOO BING	2,007		4,000	-4,000		4,000	0.0 /
	MAINTENANCE :- Expenditure	8,247	553	11,500	10,947	0	10,947	4.8 %
	Net Expenditure over Income	8,247	553	11,500	10,947			
<u>20</u>	4 DEVOLVED SERVICES EXPENSES							
4124	DEVOLVED SERVICES	0	4,408	29,770	25,362	3,951	21,412	28.1 %
DEVO	DLVED SERVICES EXPENSES :- Expenditure	0	4,408	29,770	25,362	3,951	21,412	28.1 %
1017		17,750	0	32,000	-32,000	-,	,-,-	0.0 %
D	EVOLVED SERVICES EXPENSES :- Income	17,750	0	32,000	-32,000		•	0.0 %
	Net Expenditure over Income	-17,750	4,408	-2,230	-6,638			
<u>2</u> 5	0 PLAYING FIELDS							
4050		0	0	7,500	7,500		7,500	0.0 %
	PLAYING FIELDS :- Expenditure		0	7,500	7,500	0	7,500	0.0 %
	Net Expenditure over Income		0	7,500	7,500			
<u>25</u>	1 CHANDOS PARK							
4106		139	65	500	435		435	13.0 %
4601		6,890	1,879	7,180	5,301		5,301	26.2 %
4602		371	0	500	500		500	0.0 %
4603		2,313	379	1,500	1,121		1,121	25.3 %
(605	HORTICULTURAL CONTRACT	15,014	2,542	15,470	12,928	12,712	216	98.6 %
	CHANDOS PARK :- Expenditure	24,727	4,865	25,150	20,285	12,712	7,573	69.9 %
1030	BOWLS INCOME	550	0	550	-550			0.0 %
1035	TENNIS COURT RENT	625	0	7 50	-750			0.0 %
	CHANDOS PARK :- Income	1,175	0	1,300	-1,300		•	0.0 %
	Net Expenditure over Income	23,552	4,865	23,850	18,985			
<u>25</u>	2 BOURTON PARK							
4106		359	334	500	166		166	66.8 %
4601		9,614	142	12,000	11,858	1,855	10,003	16.6 %
4605	HORTICULTURAL CONTRACT	26,084	4,417	26,867	22,450	22,084	366	98.6 %

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Buckingham Town Council Detailed Income & Expenditure by Budget Heading 31/05/2015

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		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
4708	PLAY EQUIPMENT	39,095	0	0	0		0	0.0 %
	BOURTON PARK :- Expenditure	75,151	4,893	39,367	34,474	23,939	10,535	73.2 %
1078	NEW HOMES BONUS	38,513	0	0	0			0.0 %
	BOURTON PARK :- Income	38,513	0	0	0			
	Net Expenditure over Income	36,638	4,893	39,367	34,474			
<u>253</u>	CEMETERY							
4225	RATES	2,251	266	1,300	1,034		1,034	20.5 %
4601	REPAIRS& MAINTENANCE FUND	2,725	760	4,760	4,000		4,000	16.0 %
4602	ELECTRICITY	295	459	400	-59		-59	114.6 %
4605	HORTICULTURAL CONTRACT	21,746	3,682	22,510	18,828	18,412	416	98.2 %
4620	EXPENSES RE BURIAL DUTIES	3,489	1,188	5,000	3,812		3,812	23.8 %
	CEMETERY :- Expenditure	30,506	6,354	33,970	27,616	18,412	9,204	72.9 %
1041	BURIAL FEES	12,486	4,970	10,000	-5,030	•		49.7 %
1045	CEMETERY WAR GRAVES COMM	60	0	60	-60			0.0 %
	CEMETERY :- Income	12,546	4,970	10,060	-5,090			49.4 %
	Net Expenditure over Income	17,960	1,384	23,910	22,526			
<u>254</u>	CHANDOS PARK TOILETS							
4612	CONTRACTOR CHARGE	11,984	0	12,500	12,500		12,500	-0.0 %
4709	MAINTENANCE	1,035	0	1,000	1,000		1,000	0.0 %
	CHANDOS PARK TOILETS :- Expenditure	13,019	0	13,500	13,500	0	13,500	0.0 %
	Net Expenditure over Income	13,019	0	13,500	13,500			
(<u>255</u>	RAILWAY WALK							
4120	BTCV GRANT PAYMENT	434	0	2,000	2,000		2,000	0.0 %
4122	TREE WORKS	1,478	347	1,500	1,153		1,153	23.1 %
	RAILWAY WALK :- Expenditure	1,913	347	3,500	3,153		3,153	9.9 %
	Net Expenditure over Income	1,913	347	3,500	3,153			
<u>256</u>	STORAGE PREMISES							
4053	GRENVILLE	0	0	650	650		650	0.0 %
4073	COLLEGE FARM	3,250	0	3,250	3,250		3,250	0.0 %
	STORAGE PREMISES :- Expenditure	3,250		3,900	3,900	0	3,900	0.0 %

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Buckingham Town Council Detailed Income & Expenditure by Budget Heading 31/05/2015

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Committee Report

		Actual Last Year	Actual Year To Date	Current Appual Bud	Variance Annual Total	Committed	Funds Available	% of Budget
0.=		T Gai	10 Date	Allindar Bad	Allitadi Total	Exponditure	/ Wallable	Duage
25								
4106		231	65	500	435		435	13.0 %
4122		0	0	500	500		500	0.0 %
4123		0	0	40,000	40,000		40,000	0.0 %
4605	HORTICULTURAL CONTRACT	1,024	173	1,150	977	867	109	90.5 %
	KEN TAGG PLAYGROUND :- Expenditure	1,255	238	42,150	41,912	867	41,044	2.6 %
1079	GRANTS FOR PLAYGROUND	0	0	40,000	-40,000			0.0 %
	KEN TAGG PLAYGROUND :- Income	0	0	40,000	-40,000		•	0.0 %
	Net Expenditure over Income	1,255	238	2,150	1,912			
25 25	8 CEMETERY LODGE			·				
4034	PWLB REPAYMANTS INCL	4,702	0	4,702	4,702		4,702	0.0 %
4225		-1,309	0	0	0		0	0.0 %
4609		0	0	500	500		500	0.0 %
	CEMETERY LODGE :- Expenditure	3,394		5,202	5,202	0	5,202	0.0 %
1061	CEMTERY LODGE RENTAL	8,436	788	8,000	-7,212			9.8 %
	CEMETERY LODGE :- Income	8,436	788	8,000	-7,212		•	9.8 %
	Net Expenditure over Income	-5,042	-788	-2,798	-2,010			
<u>25</u>	9 OTTERS BROOK							
4106	PLAY AREA MAINTENANCE	70	65	500	435		435	13.0 %
4122		0	80	230	150		150	34.8 %
4605		3,262	552	3,360	2,808	2,762	46	98.6 %
{	OTTERS BROOK :- Expenditure	3,332	697	4,090	3,393	2,762	631	84.6 %
•	Net Expenditure over Income	3,332	697	4,090	3,393			
<u>26</u>	0 CCTV							
4100		696	0	1,002	1,002		1,002	0.0 %
	CCTV :- Expenditure	696	0	1,002	1,002	0	1,002	0.0 %
	Net Expenditure over Income	696		1,002	1,002			
	ENS/IDONIMENT - Francistico	407.070	95.000	240 544	222 472	70.054	452 000	20.00
	ENVIRONMENT :- Expenditure	187,070	25,032	248,511	223,479	70,251	153,228	38.3 %
	Income	86,768	14,239	102,591	-88,352			13.9 %
	Net Expenditure over Income	100,302	10,793	145,920	135,127			

TOWN CENTRE & EVENTS

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Buckingham Town Council Detailed Income & Expenditure by Budget Heading 31/05/2015

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Month No: 2

		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
30	1 TOWN CENTRE & EVENTS							
4078	NEW SIGNS	0	0	200	200		200	0.0 %
4079	FAIR TRADE PROMOTION	106	38	432	394		394	8.8 %
4094	YOUTH PROJECT	1,908	0	2,000	2,000		2,000	0.0 %
4104	TOWN IN BLOOM	5,113	3,370	6,887	3,517		3,517	48.9 %
4107	PRIDE OF PLACE	244	15	250	235		235	6.0 %
4115	RIVER RINSE	136	0	400	400		400	0.0 %
4201	CHRISTMAS LIGHTS	10,666	0	10,000	10,000		10,000	0.0 %
4202	FIREWORK DISPLAY	3,621	0	4,000	4,000		4,000	0.0 %
4203	COMMUNITY FAIR	333	0	500	500		500	0.0 %
4205	CHRISTMAS PARADE	2,998	0	3,000	3,000		3,000	0.0 %
(4208	SPRING FAIR	0	0	500	500		500	0.0 %
4209	TRAFFIC ORDERS FOR EVENTS	290	850	300	-550		-550	283.3 %
4210	PANCAKE RACE	59	0	75	75		75	0.0 %
4211	BAND JAM	3,128	0	3,150	3,150		3,150	0.0 %
4212	CHRISTMAS LIGHT SWITCH ON	210	0	300	300		300	0.0 %
4213	DOG AWARENESS	0	0	300	300		300	0.0 %
4215	EVENTS PA SYSTEM	400	0	600	600		600	0.0 %
4216	MAY DAY EVENT	42	5	50	45		45	9.7 %
4220	MUSIC IN THE MARKET	3,639	3,356	3,700	344		344	90.7 %
4228	ENTERTAINMENTS	300	0	1,070	1,070		1,070	0.0 %
4241	COMEDY NIGHT EXPENDITURE	4,653	1,263	5,000	3,738		3,738	25.3 %
4243	CHARTER FAIR EXPENDITURE	1,799	0 "	1,800	1,800		1,800	0.0 %
	TOWN CENTRE & EVENTS :- Expenditure	39,646	8,896	44,514	35,618	0	35,618	20.0 %
1013	HANGING BASKETS	400	542	500	42			108.3 %
1062	COMMUNITY FAIR - TABLE	250	0	300	-300			0.0 %
1063	TRAFFIC ORDERS RECHARGED	98	0	150	- 150			0.0 %
. ა66	COMEDY NIGHT INCOME	3,077	520	4,000	-3,481			13.0 %
1069	CHARTER FAIR INCOME	5,967	0	6,000	-6,000			0.0 %
	TOWN CENTRE & EVENTS :- Income	9,792	1,061	10,950	-9,889			9.7 %
	Net Expenditure over Income	29,853	7,835	33,564	25,729		•	
302	STREET MARKET							
4017	SUBSCRIPTIONS	318	0	330	330		330	0.0 %
4225	RATES	3,627	736	4,000	3,264		3,264	18.4 %
4226	SUPERVISORS	4,487	325	4,000	3,675		3,675	8.1 %
4235	MARKET INFRASTRUCTURE &	5,044	99	2,500	2,401		2,401	4.0 %
	STREET MARKET :- Expenditure	13,476	1,160	10,830	9,670	0	9,670	10.7 %
1005	STREET MARKET	19,045	2,498	21,000	-18,502		•	11.9 %

13:49

Buckingham Town Council

Detailed Income & Expenditure by Budget Heading 31/05/2015

Committee Report

Month No : 2 Comm

		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
1006	FLEA MARKET	4,264	826	5,000	-4,174			16.5 %
1007	CONTINENTAL MARKET	288	0	600	-600			0.0 %
	STREET MARKET :- Income	23,597	3,324	26,600	-23,276			12.5 %
	Net Expenditure over Income	-10,122	-2,164	-15,770	-13,606			
<u>303</u>	SPECIAL EVENTS		Formula in Francis					
4242	FOOD FAIR	379	0	1,200	1,200		1,200	0.0 %
4260	TWINNING	854	0	2,000	2,000		2,000	0.0 %
	SPECIAL EVENTS :- Expenditure	1,233		3,200	3,200		3,200	0.0 %
1020	FOOD FAIR INCOME	425	0	450	-450		,	0.0 %
r l	SPECIAL EVENTS :- Income	425		450	-450			0.0 %
	Net Expenditure over Income	808	0	2,750	2,750			
305	PUBLIC CONVENIENCES		, ,,, , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
4054	INSTALLATION NEW TOILETS	0	0	121,000	121,000		121,000	0.0 %
	PUBLIC CONVENIENCES :- Expenditure	0	0	121,000	121,000	0	121,000	0.0 %
1080	NHB GRANT TOILETS	0	0	121,000	-121,000			0.0 %
	PUBLIC CONVENIENCES :- Income	0	0	121,000	-121,000			0.0 %
	Net Expenditure over Income	0		0	0			
TO	WN CENTRE & EVENTS :- Expenditure	54,354	10,056	179,544	169,488	0	169,488	5.6 %
	Income	33,815	4,385	159,000	-154,615			2.8 %
	Net Expenditure over Income	20,539	5,671	20,544	14,873			
PAR1	NERSHIPS							
<u>505</u>	AYLESBURY VALE SHORTFALL							
4219	BUCKINGHAM FRINGE	8,727	1,849	12,000	10,151		10,151	15.4 %
5001	TIC GRANT	25,000	26,000	26,000	0		0	100.0 %
5003	VALE OF AYLESBURY PLAN	2,500	0	0	0		0	0.0 %
AYL	ESBURY VALE SHORTFALL :- Expenditure	36,227	27,849	38,000	10,151	0	10,151	73.3 %
1065	BUCKINGHAM FRINGE INCOME	3,763	0	8,000	-8,000			0.0 %
1068	COUNCIL TAX TOP UP GRANT	27,192	18,130	0	18,130			0.0 %
	AYLESBURY VALE SHORTFALL :- Income	30,955	18,130	8,000	10,130			226.6 %
	Net Expenditure over Income	5,272	9,719	30,000	20,281			
	PARTNERSHIPS :- Expenditure	36,227	27,849	38,000	10,151	0	10,151	73.3 %
	Income	30,955	18,130	8,000	10,130		•	226.6 %
	Net Expenditure over Income	5,272	9,719	30,000	20,281			
	•							

Page No 8

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Buckingham Town Council Detailed Income & Expenditure by Budget Heading 31/05/2015

Page No 9

Month No: 2

		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>PLAN</u>	NING							
<u>601</u>	PLANNING							
4623	DISPLAY EQUIPMENT	0	0	5,000	5,000		5,000	0.0 %
							,	
	PLANNING :- Expenditure	0	0	5,000	5,000	0	5,000	0.0 %
	Net Expenditure over Income	0	0	5,000	5,000			
	PLANNING :- Expenditure	0	0	5,000	5,000	0	5,000	0.0 %
	Income	0	0	0	0			0.0 %
	Net Expenditure over Income		0	5,000	5,000			
EADM	IARKED RESERVES	1						
<u>901</u>	EARMARKED RESERVES							
9006	NAG	78	0	1,598	1,598		1,598	0.0 %
9009	CAPITAL RESERVE	0	0	110,000	110,000		110,000	0.0 %
9011	WAR MEMORIAL	750	0	931	931		931	0.0 %
9012	CHRISTMAS LIGHTS	0	0	4,369	4,369		4,369	0.0 %
9013	YOUTH PROJECTS	0	0	3,270	3,270		3,270	0.0 %
9015	CHARTER FAIRS	0	0	11,140	11,140		11,140	0.0 %
9018	REPAIR OF FOOTPATHS	28,035	0	5,931	5,931	2,965	2,966	50.0 %
9019	MEMORIAL TESTING	2,663	0	2,874	2,874		2,874	0.0 %
9025	PLAY AREA REPLACEMENT	0	0	17,121	17,121		17,121	0.0 %
9026	TRIM TRAIL	4,810	0	0	0		0	0.0 %
9027	GREEN BUCKINGHAM GROUP	0	0	226	226		226	0.0 %
9029	CIRCULAR WALK MAINT	8,894	0	5,247	5,247		5,247	0.0 %
^030	TOURISM LEAFLETS	524	0	3,402	3,402		3,402	0.0 %
∂031	YOUTH MUSIC EVENT	0	0	1,200	1,200		1,200	0.0 %
9032	BUCK NEIGHBOURHOOD DEV	10,242	0	18,601	18,601		18,601	0.0 %
9033	DESTINATION BUCKINGHAM	4,631	1,343	4,815	3,472		3,472	27.9 %
9034	RIVER AND POND MAINTENANCE	0	0	5,000	5,000		5,000	0.0 %
9035	PARKS DEVELOPMENT	14,315	11,355	32,129	20,774		20,774	35.3 %
9036	ELECTION COSTS	0	0	6,000	6,000		6,000	0.0 %
9037	JUBILEE BOOK	0	0	1,600	1,600		1,600	0.0 %
9038	NEW VEHICLE	0	15,180	28,995	13,815		13,815	52.4 %
9039	BARRIERS FOR EVENTS	0	0	3,168	3,168		3,168	0.0 %
9040	PARK RUN	-250	72	250	178		178	28.8 %
9041	MVAS	-1,177	0	1,177	1,177	2,571	-1,394	218.4 %
9042	HOSTING OF TWINNING EVENT	0	0	2,000	2,000		2,000	0.0 %
9043	NEW BAGS AND LEAFLETS	0	0	1,532	1,532		1,532	0.0 %

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Buckingham Town Council Detailed Income & Expenditure by Budget Heading 31/05/2015

Page No 10

Month No: 2

		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
9044	COMEDY NIGHT	0	0	2,057	2,057		2,057	0.0 %
	EARMARKED RESERVES :- Expenditure	73,515	27,950	274,633	246,683	5,536	241,147	12.2 %
1070	DESTINATION BUCKINGHAM	10,000	0	0	0			0.0 %
	EARMARKED RESERVES :- Income	10,000	0		0		•	
	Net Expenditure over Income	63,515	27,950	274,633	246,683			
ΕA	ARMARKED RESERVES :- Expenditure	73,515	27,950	274,633	246,683	5,536	241,147	12.2 %
	Income	10,000	0	0	0			0.0 %
	Net Expenditure over Income	63,515	27,950	274,633	246,683			

Date: 08/06/2015

Buckingham Town Council

Page No 1

Time: 13:49

Trial Balance for Month No: 2

User:JB

Account Number Order

A/c Co	de Account Name	Centre Name	Debit	Credit
310	GENERAL RESERVE			291,761.27
		Trial Balance Totals :	0.00	291,761.27
		Difference	-291,761.27	

Date :- 08/06	08/06/2015			Buck	3uckingham Town Council	Council					Page:1
Time > 13:50	_			PURCHASE LEDGE	GER INVOICE LISTING FOR MONTH No 2	TING FOR MOP	VTH No 2				USER: JB
	Ledger No 1 for Month No 2	r Month No 2	2	S	Supplier A/c Order	ırder		- Todies	A resident		
	Items marked with a * are disputed invoices.	า a * are disputเ	ed invoices.						Nollinal Leugel Allalysis	ııysıs	
Date	Invoice No	Own Ref No	Supplier Account Name	Supplier A/c Code	Net Value	VAT	Invoice	A/C	Centre	Amount	Analysis Detail
15/05/2015	704364		AVDC	A001	70.00	0.00	70.00	4219	505	70.00	ent licence chandos park
17/05/2015	BUCKSTC6		ACREMANS ABORICULTUR A031	र A031	13,375.00	2,675.00	16,050.00	9035	901	11,355.00	tree work
		10111037						4122	259	80.00	tree work
		10111037						4601	253	760.00	tree work
		10111037						4601	251	1,180.00	tree work
06/05/2015	37368		ABBOT FIRE	A054	210.20	45.04	252.24	4601	251	210.20	service cem chapels - fire ext
20/05/2015	37298		ABBOT FIRE	A054	338.88	67.78	406.66	4601	251	128.68	emergency lights
		10111046						4601	251	210.20	emergency lights
10/05/2015	INTMAY201		B.T.	B003	78.00	15.60	93.60	4018	102	78.00	intmay2015
13/05/2015	COMBINEDM		Β.Τ.	B003	140.97	28.19	169.16	4018	102	140.97	combined may 2015
11/05/2015	375101		BUILDBASE	B013	27.46	5.49	32.95	4112	201	27.46	cuprinol fence care
20/05/2015	375572		BUILDBASE	B013	42.74	8.55	51.29	4122	255	42.74	roadstone
18/05/2015	316846		BROWNS	B031	15.40	3.08	18.48	4124	204	15.40	engine oil
06/05/2015	316308		BROWNS	B031	550.86	95.17	646.03	4124	204	550.86	oil, helmet, lopper
22/05/2015	317170		BROWNS	B031	43.89	8.78	52.67	4219	505	43.89	chains for bins at events
20/05/2015	2015/96/BTC		BLACK DOG DESIGN	B038	1,714.00	90.00	1,804.00	4219	505	1,714.00	fringe brochure
22/05/2015	2015/98/BTC		BLACK DOG DESIGN	B038	1,308.00	74.00	1,382.00	4032	102	1,308.00	btm design / printing
18/05/2015	181125		BASSETT	B050	73.92	14.78	88.70	4063	203	73.92	varta battery
22/05/2015	2901		CGM	C016	100.00	20.00	120.00	4106	252	100.00	attend to stems - b park
31/05/2015	2923		CGM	C016	6,733.60	1,346.72	8,080.32	4124	204	379.07	maint
		10111040						4605	259	276.20	maint
		101111040						4605	257	86.72	maint
		10111040						4605	253	1,841.16	maint
		10111040						4605	251	1,271.19	maint
		10111040						4605	252	2,208.40	maint
		10111040						4108	202	670.86	maint
05/05/2015	1594		EUROSIGNS	E050	275.40	55.08	330.48	4500	132	275.40	30 mile hour zone signs
31/05/2015	5171		GANDERTON	8008	221.98	44.39	266.37	4063	203	221.98	fuel

				(.			(
Date :- 08/06	08/06/2015			Buc	Buckingham Town Council	ı Council					Page:2
Time :- 13:50	0			PURCHASE LEDGER INVOICE LISTING FOR MONTH No 2	R INVOICE LIS	TING FOR MO	VTH No 2				USER: JB
	Ledger No 1 for Month No 2	r Month No 2		87	Supplier A/c Order)rder		- Icaimoly	A socio	, ion	
ı	Items marked with a * are disputed invoices.	n a * are dispute	ed invoices.						Nominal Leager Arialysis	ıysıs	
Date	Invoice No	Own Ref No	Supplier Account Name	Supplier A/c Code	Net Value	VAT	Invoice	A/C	Centre	Amount	Analysis Detail
19/05/2015	14572		HERON	600H	388.00	77.60	465.60	4108	202	388.00	abbott fire RA signs
13/05/2015	159042		LINNELL BROS	L010	243.94	48.79	292.73	4122	255	243.94	softwood, mesh, rails
18/05/2015	52320		LANDSCAPE	L019	386.10	77.22	463.32	4112	201	386.10	secateurs, eyewash, safety spe
22/05/2015	47476		OFF THE KERB	0022	1,000.00	200.00	1,200.00	4241	301	1,000.00	comedy night artists 17/5/15
12/05/2015	39518		PHILLIPS PRINT	P006	104.50	20.90	125.40	9033	901	104.50	laminating / posters
12/05/2015	39522		PHILLIPS PRINT	P006	7.05	1.41	8.46	9033	901	7.05	a3 posters
22/05/2015	10214		PLANTSCAPE	P014	2,080.00	416.00	2,496.00	4104	301	2,080.00	planters
31/05/2015	1285		PRESTON BISSET	P021	1,290.00	258.00	1,548.00	4104	301	1,290.00	hanging baskets
18/05/2015	344273094		PARKER	P027	31.50	6.30	37.80	4112	201	31.50	buckles
21/05/2015	344278658		PARKER	P027	42.65	8.53	51.18	4124	204	42.65	overtrousers, wasitcoats
13/05/2015	558192		QUEST	Q002	11.01	2.20	13.21	4112	201	11.01	wonderwipes, silicone spray
15/05/2015	558755		QUEST	Q002	57.97	11.60	69.57	4043	102	57.97	trousers
21/05/2015	560111		QUEST	Q002	31.68	6.34	38.02	4112	201	31.68	compactor socks
12/05/2015	016511		ROSPA	R008	429.00	85.80	514.80	4106	251	65.00	rospa
								4106	257	65.00	rospa
								4106	259	65.00	rospa
								4106	252	65.00	rospa
								4106	252	65.00	rospa
								4106	252	65.00	rospa
								4106	252	39.00	rospa
30/05/2015	1153-		ROGERS	R010	28.05	00.00	28.05	4010	102	28.05	newspapers
12/05/2015	1516024		SEAHAWKS	2002	71.98	00.00	71.98	9040	901	71.98	trophies park run
27/05/2015	1516036		SEAHAWKS	2002	150.00	30.00	180.00	4505	125	150.00	mayors salver
06/05/2015	9146855489		STAPLES	S020	157.50	31.50	189.00	4010	102	157.50	stat
08/05/2015	9146863974		STAPLES	S020	18.28	3.66	21.94	4010	102	18.28	stat
20/05/2015	9146900215		STAPLES	S020	-52.50	-10.50	-63.00	4010	102	-52.50	credit stat
27/05/2015	9146917873		STAPLES	S020	31.93	6.38	38.31	4010	102	32.33	stat
		10111042						4010	102	-0.40	stat
01/05/2015	ACL139		TRAVIS	T010	74.00	14.80	88.80	4225	253	74.00	shuttering plywood

	Page: 3	USER: JB			ail						17/5	
					Analysis Detail	postcrete	treated nost	postcrete	post fix	reveiw face hill contract	comedy night room hire 17/5	
				alysis	Amount	14.94	142.24	29.88	15.64	760.00	262.50	33,128.14
	:			Nominal Ledger Analysis	Centre	255	252	255	255	132	301	ı
				Nominal	A/C	4122	4601	4122	4122	4500	4241	
(ONTH No 2			Invoice	17.93	170.69	35.86	18.77	912.00	315.00	39,264.37
	n Council	STING FOR MC	Order		VAT	2.99	28.45	5.98	3.13	152.00	52.50	6,136.23
	kingham Town Council	R INVOICE LIS	Supplier A/c Order		Net Value	14.94	142.24	29.88	15.64	760.00	262.50	33,128.14
	Buck	PURCHASE LEDGER INVOICE LISTING FOR MONTH No 2			Supplier A/c Code	T010	T010	T010	T010	T057	V002	TOTAL INVOICES
				invoices.	Own Ref No Supplier Account Name	TRAVIS	TRAVIS	TRAVIS	TRAVIS	TGMS	VILLIERS	
		į	Ledger No 1 for Month No 2	ltems marked with a * are disputed invoices.	Own Ref No							
	6/2015	0	Ledger No 1	tems marked	Invoice No	ACL374	ACL431	ACL655	ACL764	3732	11542	
	Date :- 08/06/2015	Time :- 13:50			Date	08/05/2015	11/05/2015	18/05/2015	20/05/2015	01/05/2015	17/05/2015	



Buckingham Town Council

Terms of Reference

Date Agreed: 17/09/2012 Minute Number: 381/12

Prepared by:

Christopher Wayman

Version: 1.1

Name

1. The Sub Committee shall be known as the **COMMUNICATIONS SUB COMMITTEE**.

Membership

- 2. Membership of the Sub Committee is open to any Councillor who wishes to be a member
 - 2.1. Councillors who are not Members of the Sub Committee may attend the meeting, but they may not vote on a decision
- 3. The Sub Committee shall be subject to a quorum of 3 or one third of its membership, whichever is greater.

Chairman

- 4. The Sub Committee shall elect a Chairman at the first meeting after the Annual Town Council Meeting. The Chairman's period of office is for one year.
- 5. The Sub Committee shall elect a Vice-Chairman at the first meeting after the Annual Town Council Meeting. The Vice-Chairman's period of office is for one year.
- 6. The Chairman if present shall Chair the Sub Committee meeting.

Conduct of the Meeting

- 7. All meetings of the Communications Sub Committee shall be convened in accordance with the Town Council's standing orders and current legislation.
- 8. All business undertaken at the Communications Sub Committee shall be done so in accordance with the Town Council's standing orders and current legislation

Area of Operations

9. The Sub Committee has the delegated responsibility from the Resources Committee to make decisions in all aspects relating to Communications, for example newsletters, websites, leaflets and social media.

Powers and responsibilities

- 10. In addition to the areas of operation above the Communications Sub Committee has the following specific responsibilities:
 - 10.1. To discuss and agree articles for inclusion within the Town Council's newsletter
 - 10.2. To compile and arrange for distribution of the Town Council's newsletter.
 - 10.3. To agree procedures for the communication methods the Council uses.
 - 10.4. To review and arrange for the management of any website under the Town Council's control
 - 10.5. The Sub Committee has authority to proceed with all items within the publicity budget and the website budget, or any budget from time to time which falls within communications. However, the Sub Committee must refer to the Resources Committee when non budgeted expenditure is anticipated

Version 1.1



Buckingham Town Council

Terms of Reference

Date Agreed: 27/09/2012 Minute Number: 381/12

Prepared by:

Christopher Wayman

Version: 1.1

Name

1. The Sub Committee shall be known as the PERSONNEL SUB COMMITTEE.

Membership

- Membership of the Sub Committee is open to any Councillor who wishes to be a member
 - 2.1. Councillors who are not Members of the Sub Committee may attend the meeting, but they may not vote on a decision
- 3. The Sub Committee shall be subject to a quorum of 3 or one third of its membership, whichever is greater.

Chairman

- 4. The Sub Committee shall elect a Chairman at the first meeting after the Annual Town Council Meeting. The Chairman's period of office is for one year.
- 5. The Sub Committee shall elect a Vice-Chairman at the first meeting after the Annual Town Council Meeting. The Vice-Chairman's period of office is for one year.
- 6. The Chairman if present shall Chair the Sub Committee meeting.

Conduct of the Meeting

- 7. The Personnel Sub Committee will meet from time to time as necessary to discuss personnel matters.
- 8. All meetings of the Personnel Sub Committee shall be convened in accordance with the Town Council's standing orders and current legislation.
- 9. All business undertaken at the Personnel Sub Committee shall be done so in accordance with the Town Council's standing orders and current legislation

Area of Operations

10. The Sub Committee has the delegated responsibility from the Resources Committee to make decisions as set out in the Town Council's Personnel Policies (unless specified elsewhere).

Powers and responsibilities

- 11. In addition to the areas of operation above the Personnel Sub Committee has the following specific responsibilities:

 - 11.1. To deal with complaints regarding the Town Clerk
 11.2. To act as the decision making body when personnel problems require Member input.

Version 1.1

BUCKINGHAM TOWN COUNCIL

RESOURCES COMMITTEE

MONDAY 10 NOVEMBER 2014

Agenda Item no. 11

Committee Chairman:

Clir. Geraldine Collins

07749 270 589

Contact Officer:

Mr Christopher Wayman

01280 816426

Investments Report

The Council last reviewed its stance on investments in 2009/10. At that point the stance was taken that due to the instability of the markets (the crash of Northern Rock and the problems with Iceland were very recent) that investments should only be made within Lloyds Bank.

It was hoped that interest rates would improve and that more income would be generated in the longer term. However, interest rates have remained poor and have reduced further, with a return of 0.6% on a 4 month investment currently.

Restrictions

There are a number of restrictions on how the Town Council can invest its money. Much of the information round Town Council investments is set out in the guidance attached. The main restrictions are in relation to long term investments and then the use in relation to capital/revenue funding. It has been difficult in looking at investment opportunities as a number of the offers available through Lloyds for higher interest rates are not applicable to the Town Council. The status as a "clubs, charities or societies" affects what can be done in regards to the banks and investments.

Therefore having talked to a number of Clerks in regards to investments CCLA has been recommended. Information on CCLA can be found on their website http://www.ccla.co.uk/ they specialise in investments for Charities and Local Councils, of which there are very few providers.

The returns on the investments are much higher. However, the investments have to be held for longer. Having spoken to the NALC Financial Advisor the opinion is that due to the CCLA property fund being quick access that it is a suitable investment for the Town Council and can be invested for any length of time whist still being a "specified investment". The average dividend yield over the last 12 months has been 4.63%

A cash flow forecast has been carried out within the office. The start balance at the beginning of the year was £504,842. The predicted cash flow includes the expenditure of the toilets in Nov with grant income predicted in Dec. There is provision for Ken Tagg to be refurbished in Oct with the grant income due in Nov. A further assumption is a spend from Earmarked reserves of £100,000 for the footpath repairs in August. In May there was an investment in Lloyds deposit account of £300,000 until the 8th September

Month	April	May	June	July	Aug	Sept
Mon. Spend	+£221,940	-£402,020	-£38,728	-£38,856	-£155,537	+£532,568
Bank Cash flow	£726,782	£324,762	£286,034	£247,178	£91,641	£624,209

Month	Oct	Nov	Dec	Jan	Feb	March
Mon. Spend	-£94,892	-£127,223	+£83,461	-£49,967	-£35,511	-£57,883
Bank Cash flow	£529,317	£402,094	£485,555	£435,588	£400,077	£342,194

As a result it is felt that £100,000 could be deposited within the CCLA Property Fund to gain interest. If this was done in September and a dividend was paid before the end of the financial year this would generate an estimated £2,315. In addition amounts could be placed with Lloyds as per existing. In total the estimated income generated from Lloyds for the financial year would be approximately £1,000. For reference if this action was agreed the following would be the estimated income from investments for the last, current and next years.

Year	Last	Current	Next
Investment income	£2,318	£3,315	£5,630

Recommendation

That the Town Council allows the Town Clerk/RFO to invest £100,000 in the CCLA Property Fund and to continue managing the deposits for investing at Lloyds.

Department for Communities and Local Government

GUIDANCE ON LOCAL GOVERNMENT INVESTMENTS

NOTE ON THE REVIEW OF THE GUIDANCE

[This note is not part of the guidance]

BACKGROUND

The CLG Investments Guidance was first published in 2004. Following consultation with local authorities and other interested parties, CLG has issued revised guidance. attached below. It consists of the formal statutory guidance (Part 2) and an informal commentary (Part 1).

APPLICATION

The new guidance becomes operative on 1 April 2010.

CLG SELECT COMMITTEE INQUIRY ON LOCAL AUTHORITY INVESTMENTS

The review of the guidance was undertaken partly in response to the findings of the CLG Select Committee, which has issued these documents:

Evidence:

http://www.publications.parliament.uk/pa/cm200809/cmselect/cmcomloc/164/164ii.pdf

Report:

http://www.publications.parliament.uk/pa/cm200809/cmselect/cmcomloc/164/164i.pdf. Responses: http://www.publications.parliament.uk/pa/cm200809/cmselect/cmcomloc/1013/1013.pdf

MAIN CHANGES

Apart from drafting changes, the key revisions relate to these recommendations:

- a) The revised guidance makes even clearer that the investment priorities should be **security and liquidity**, rather than yield [Part 1 para 7; Part 2 para 4.2]
- b) Investment strategies should still go to the full council at the start of each year. but authorities are encouraged to consider submitting revised strategies at other times [Part 1 para 9; Part 2 para 4.5, 4.6]
- c) Strategies should be *published* [Part 1 para 12; Part 2 para 4.7]
- d) Strategies should comment on the use of credit ratings and of any additional sources of information on credit risk [Part 1 para 16; Part 2 para 6.1]
- e) Strategies should comment on the use of treasury management advisers [Part 1 para 17; Part 2 para 6.2]
- f) Strategies should comment on the investment of money borrowed in advance of spending needs [Part 1 para 19; Part 2 para 6.4]

Communities and Local Government

11 March 2010

Any queries about this document should be addressed to: sarah.blackman@communities.gsi.gov.uk

Department for Communities and Local Government

GUIDANCE ON LOCAL GOVERNMENT INVESTMENTS

[Second edition - 11 March 2010]

PART 1 of this document provides an informal commentary on Part 2.

PART 2 contains the statutory guidance to which authorities must have regard.

[PART 1]

INFORMAL COMMENTARY ON THE INVESTMENTS GUIDANCE [References to paragraphs in the formal guidance are in square brackets]

POWER UNDER WHICH THE GUIDANCE IS ISSUED [1.1]

- 1. The **Local Government Act 2003**, section 15(1), requires a local authority "...to have regard (a) to such guidance as the Secretary of State may issue, and (b) to such other guidance as the Secretary of State may by regulations specify...".
- 2. The guidance on investments in Part 2 of this document is issued under section 15(1) of the 2003 Act and authorities are therefore required to have regard to it.
- 3. Two codes of practice issued by the *Chartered Institute of Public Finance and Accountancy* (CIPFA) contain investment guidance which complements the CLG guidance. These publications are:
 - Treasury Management in the Public Services: Code of Practice and Cross-Sectoral Guidance Notes
 - The Prudential Code for Capital Finance in Local Authorities
- 4. Local authorities are required to have regard to the current editions of the CIPFA codes by regulations 2 and 24 of the *Local Authorities* (*Capital Finance and Accounting*) (*England*) Regulations 2003 [SI 3146].

APPLICATION [3.1 - 3.3]

5. This guidance applies with effect from 1 April 2010 – ie to the financial year 2010-11 and subsequent years. It completely supersedes the former guidance issued on 12 March 2004. The guidance applies only in England. It applies to all local authorities. It may also apply to parish councils (and charter trustees), depending upon the level of their investments [3.3]; for parish councils not expecting their investments to exceed £10,000, no action is necessary, but they are of course free to adopt the guidance if they wish. The guidance does not apply to pension and trust funds which are covered by a completely separate regulatory regime.

INVESTMENT STRATEGY [4.1 - 4.7]

- 6. The preparation each year of an investment Strategy is central to the guidance [4.1]. It encourages the formulation of policies for the **prudent** investment of the funds that authorities hold on behalf of their communities. In addition, the need for the Strategy to be approved by the full council ensures that these policies are subject to the scrutiny of elected Members: this is particularly important, given that central Government in 2004 ceased its close regulation of local government investment.
- 7. The guidance defines a prudent investment policy as having two objectives: achieving first of all **security** (protecting the capital sum from loss) and then **liquidity** (keeping the money readily available for expenditure when needed) **[4.2]**. The generation of investment income is distinct from these prudential objectives and is accordingly not a matter for the guidance. However, that does not mean that authorities are recommended to ignore such potential revenues. Once proper levels of security and liquidity are determined, it will then be reasonable to consider what **yield** can be obtained consistent with those priorities. This widely-recognised investment policy is sometimes more informally and memorably expressed as follows:

Security - Liquidity - Yield ...in that order!

- 8. The Strategy should be approved by the full council (or at equivalent level in authorities without a council) **[4.4]**. This is in accordance with the *Local Authorities* (Functions and Responsibilities) (England) Regulations 2000 (regulation 4(1)(b) and Schedule 4) (S.I. 2000/2853, as amended by S.I. 2004/1158), which provides that the function of "formulating a plan or strategy for the control of the authority's ...investments..." is the responsibility of the authority's full council, not the executive.
- 9. The guidance as before recommends that an investment Strategy should be prepared and approved before the start of each financial year [4.5]. However, the revised guidance makes even clearer that this need not be a once-a-year event, but that the initial Strategy may be replaced by a revised Strategy, at any time during the year, on one or more occasions, subject to full council approval [4.6]. The initial Strategy may specify a firm timetable for the production of in-year Strategies, or may identify contingencies in the event of which a revised Strategy is to be prepared (for example, significant changes in the risk assessment of a significant proportion of the authority's investments). However, a revised Strategy may be prepared even if it was not foreshadowed in that way. Generally, if there are investment issues which the full council might wish to have brought to their attention, submission of a revised Strategy should always be considered. The CIPFA Treasury Management Code contains guidance on reporting requirements.
- 10. It should however be possible to incorporate in the Strategy sufficient flexibilities and delegations to avoid the need for a formal submission to the full council being triggered by purely technical circumstances. It is also open to authorities to arrange for in-depth scrutinies of Strategies to be undertaken outside full council meetings, with a view to informing and expediting the formal consideration by full council. Where external investment managers are used, they should be contractually required to comply with Strategies.

- 11. As noted above, authorities will also need to have regard to the CIPFA Treasury Management Code, which contains guidance on reporting requirements. There is no intention to require authorities to duplicate any of the tasks specified in the CIPFA Treasury Management Code. It is open to authorities to consider whether a single document might conveniently be used to cover both the requirements of the CIPFA code and the Secretary of State's guidance. However, in that case the document should state explicitly where it relates to the guidance by the Secretary of State.
- 12. Publication of Strategies is now formally recommended [4.7]. Publication on the authority's website is satisfactory. This does not mean that commercially confidential material such as detailed counterparty lists should be published.

INVESTMENT SECURITY [5.1 - 5.3]

- 13. The idea of **specified investments** [5.1] is to identify options with relatively high security and high liquidity, to which authorities need make only minimal reference in their Strategies. All such investments must be in sterling and with a maturity of no more than a year. Such investments with the UK Government, a local authority or parish council will count as specified investments, as will those with bodies or in investment schemes of "high credit quality". The meaning given by the authority to the latter term is to be stated in the Strategy [5.2] and it is expected that authorities will adopt rigorous standards of definition. If the criteria here refer to credit ratings, the recommendations in paragraph [6.1] of the guidance should be followed.
- 14. The Strategy should deal in more detail with non-specified investments [5.3], given the different levels of potential risk. There is no intention of discouraging authorities from pursuing these options, but the aim is to ensure that proper procedures are in place for assessing and mitigating risk. Therefore the Strategy should identify the types of such investments that may be used during the course of the year and should set a limit to the amounts that may be held in such investments at any time in the year. The limit may be a sum of money or a percentage of total investments or both. The Strategy should also lay down guidelines for making decisions on such investments, for example, on the circumstances in which professional advice is to be sought. Again, if the criteria mentioned refer to credit ratings, the recommendations in paragraph [6.1] of the guidance should be followed.

INVESTMENT RISK [6.1 - 6.4]

15. This is a largely new section in the guidance, addressing issues relating to credit risk and the means of assessing it.

Risk assessment [6.1]

16. Underlying these recommendations is a concern that credit ratings should not be seen as the only means of assessing creditworthiness. The Strategy is therefore to indicate the extent to which the authority's assessment of credit risk depends upon the use of credit ratings. Where they are used, the Strategy is to say how frequently ratings are monitored and what action is to be taken when they change. The Strategy is also to say what other sources of information on credit risk are used; that is particularly

important if a favoured investment option has a low credit rating or is not rated at all. It is not appropriate for the Government to offer guidance on such alternative means of assessing credit risk.

Treasury management advisers [6.2]

17. Sources of information on credit risk may include private-sector treasury management advisers. The Strategy is to make clear how the authority uses such advisers and what measures are in place to maintain an appropriate quality of service. The ultimate aim here is to encourage a constructive and transparent partnership between these contractors and their local authority clients.

Investment training [6.3]

18. The Strategy is to report on the procedures for reviewing and addressing the needs of the authority's treasury management staff for training in investment management. Even where significant reliance is placed upon external advisers, in-house expertise will still be needed to develop the proper kind of working relationship with them. The Government also hopes that elected Members involved in the scrutiny of treasury management issues will avail themselves of relevant training wherever possible. Further guidance on training issues is given in the CIPFA Treasury Management Code.

Investment of money borrowed in advance of need [6.4]

19. Section 12 of the 2003 Act gives a local authority power to invest for "any purpose relevant to its functions under any enactment, or for the purposes of the prudent management of its financial affairs". CLG cannot offer an authoritative interpretation of the law, but takes the informal view that, while the speculative procedure of borrowing purely to invest at a profit is unlawful, there appears to be no legal obstacle to the temporary investment of funds borrowed for the purpose of expenditure in the reasonably near future. CIPFA's *Prudential Code for Capital Finance in Local Authorities* (2nd edition 2009) makes recommendations about this procedure in the context of prudent borrowing practice. To complement that, the CLG guidance recommends that the Strategy reports the authority's policies relating to the investment of any sums borrowed in advance. The Government considers that elected Members should have an opportunity to scrutinise this aspect of their authorities' investment practices, given that it may expose more money than is strictly necessary to investment risk.

INVESTMENT LIQUIDITY [7.1]

20. The Strategy should set out procedures for determining the maximum periods for which funds may prudently be committed. This is to ensure that the authority has properly assessed the risk of not having immediate access to some of its funds. An investment should be regarded as commencing on the date the commitment to invest is entered into, rather than the date on which the funds are paid over to the counterparty.

[PART 2]

Department for Communities and Local Government

GUIDANCE ON LOCAL GOVERNMENT INVESTMENTS

Issued under section 15(1)(a) of the *Local Government Act 2003* and effective from 1 April 2010

(1) POWER UNDER WHICH THE GUIDANCE IS ISSUED

1.1 The following guidance is issued by the Secretary of State under section 15(1)(a) of the *Local Government Act 2003.*

(2) DEFINITIONS OF TERMS

- 2.1. In this guidance, 2003 Act means the Local Government Act 2003.
- 2.2. **Local authority** (except in paragraph 5.1(d) below) has the meaning given in section 23 of the 2003 Act (and in regulations made under that section). To the extent that this guidance applies to parish councils and charter trustees (see paragraph 3.3), a reference to a "local authority" includes those councils and trustees.
- 2.3. An *investment* is a transaction which relies upon the power in section 12 of the 2003 Act and is recorded in the balance sheet under the heading of investments within current assets or long-term investments. The term does not include *pension fund and trust fund investments*, which are subject to separate regulatory regimes and are therefore not covered by this guidance.
- 2.4. A *long-term investment* is any investment other than (a) one which is due to be repaid within 12 months of the date on which the investment was made or (b) one which the local authority may require to be repaid within that period.
- 2.5. A **credit rating agency** is one of the following three companies: Standard and Poor's; Moody's Investors Service Ltd; Fitch Ratings Ltd.

(3) APPLICATION

Effective date

3.1 This guidance applies with effect from 1 April 2010 and supersedes the guidance issued on 12 March 2004.

Local authorities

3.2 This guidance applies to all local authorities in England.

Parish councils and charter trustees

- 3.3 This guidance applies to parish councils and charter trustees, subject to the following:
 - (a) Where the parish council or charter trustee expects its investments at any time during a financial year to exceed £500,000, the guidance should apply in relation to that year.
 - (b) Where the parish council or charter trustee expects its investments at any time during a financial year to exceed £10,000 but not £500,000, it should decide on the extent, if any, to which it would be reasonable to have regard to the guidance in relation to that year.
 - (c) Where the parish council or charter trustee expects its investments at any time during a financial year not to exceed £10,000, no part of this guidance need be treated as applying in relation to that year.

(4) INVESTMENT STRATEGY

Preparation

- 4.1 The Secretary of State recommends that for each financial year a local authority should prepare at least one investment Strategy ("the Strategy") in accordance with the timetable in paragraphs 4.5 and 4.6.
- 4.2 The Strategy should set out the authority's policies for the prudent management of its investments and for giving priority, firstly, to the security of those investments and, secondly, to their liquidity. It should therefore identify the procedures for monitoring, assessing and mitigating the risk of loss of invested sums and for ensuring that such sums are readily accessible for expenditure whenever needed.
- 4.3 The detailed contents of Strategy should be in accordance with paragraphs 5.1 to 7.1, but may include other matters considered relevant.

Approval

4.4 The Strategy should be approved by the full council. For authorities without a full council, the Strategy should be approved at the closest equivalent level.

Timing

- 4.5 The Secretary of State recommends that for any financial year an investment Strategy ("the initial Strategy") should be prepared and approved before the start of that year.
- 4.6 The initial Strategy may be replaced by another Strategy ("the revised Strategy") at any time during the year, on one or more occasions, subject to the same process of approval. The initial Strategy should specify circumstances in which a revised Strategy

is to be prepared, but a revised Strategy may be prepared in other circumstances, if at any time it is considered appropriate.

Publication

4.7 The Secretary of State recommends that the initial Strategy and any revised Strategy should, when approved, be made available to the public free of charge, in print or online.

(5) INVESTMENT SECURITY

Specified investments

- 5.1 An investment is a **specified investment** if all of the following apply:
 - (a) the investment is denominated in sterling and any payments or repayments in respect of the investment are payable only in sterling;
 - (b) the investment is not a *long-term investment* (as defined in paragraph 2.4);
 - (c) the making of the investment is not defined as capital expenditure by virtue of regulation 25(1)(d) of the Local Authorities (Capital Finance and Accounting) (England) Regulations 2003 [SI 3146 as amended];
 - (d) the investment is made with a body or in an investment scheme of *high credit* quality (see paragraph 5.2); or with one of the following public-sector bodies:
 - (i) the United Kingdom Government
 - (ii) a local authority in England or Wales (as defined in section 23 of the 2003 Act) or a similar body in Scotland or Northern Ireland
 - (iii) a parish council or community council.
- 5.2 For the purposes of paragraph 5.1(d), the Secretary of State recommends that the Strategy should define *high credit quality* (and where this definition refers to *credit ratings*, paragraph 6.1 is relevant).

Non-specified investments

- 5.3 With regard to *non-specified investments* (ie those not meeting the definition in paragraph 5.1), the Secretary of State recommends that the Strategy should:
 - (a) set out procedures for determining which categories of such investments may prudently be used (and where these procedures involves the use of *credit* ratings, paragraph 6.1 is relevant);
 - (b) identify which categories of such investments have so far been identified as prudent for use during the financial year; and
 - (c) state the upper limits for the amounts which, at any time during the financial year, may be held in each identified category and for the overall amount which may be held in non-specified investments (the limits being defined by reference

to a sum of money or a percentage of the authority's overall investments or both).

(6) INVESTMENT RISK

Risk assessment

- 6.1 The Secretary of State recommends that the Strategy should state the authority's approach to assessing the risk of loss of investments, making clear in particular:
 - (a) to what extent, if any, risk assessment is based upon credit ratings issued by one or more credit rating agencies;
 - (b) where credit ratings are used, how frequently credit ratings are monitored and what action is to be taken when ratings change; and
 - (c) what other sources of information on credit risk are used, additional to or instead of credit ratings.

Treasury management advisers

- 6.2 The Secretary of State recommends that the Strategy should state:
 - (a) whether and, if so, how the authority uses external advisers offering information, advice or assistance relating to investment; and
 - (b) how the authority monitors and maintains the quality of any such service.

Investment training

6.3 The Secretary of State recommends that the Strategy should state what process is adopted for reviewing and addressing the needs of the authority's treasury management staff for training in investment management.

Investment of money borrowed in advance of need

6.4 The Secretary of State recommends that the Strategy should state the authority's policies on investing money borrowed in advance of spending needs. This statement should identify any measures to manage the amount of such investments, including any limits on (a) amounts borrowed and (b) periods between borrowing and expenditure. The statement should also comment on the management of the risks involved, including balancing the risk of investment loss against the risk of higher interest rates if borrowing is deferred.

(7) INVESTMENT LIQUIDITY

7.1 The Secretary of State recommends that the Strategy should set out procedures for determining the maximum periods for which funds may prudently be committed.



BUCKINGHAM TOWN COUNCIL ANNUAL INVESTMENT STRATEGY

INTRODUCTION

Buckingham Town Council acknowledges the importance of prudently investing the temporarily surplus funds held on behalf of the community.

This Strategy complies with the revised requirements set out in the Office of the Deputy Prime Minister's Guidance on Local Government Investments and Chartered Institute of Public Finance and Accountancy's Treasury Management in Public Services: Code of Practice and Cross Sectoral Guidance Notes and takes account of the Section 15(1)(a) of the Local Government Act 2003.

INVESTMENT OBJECTIVES

In accordance with Section 15(1) of the 2003 Act, the Council will have regard (a) to such guidance as the Secretary of State may issue, and (b) to such other guidance as the Secretary of State may by regulations specify.

The Council's investment priorities are the security of reserves and liquidity of its investments.

The Council will aim to achieve the optimum return on its investments commensurate with proper levels of security and liquidity.

All investments will be made in sterling.

The Department for Communities and Local Government maintains that borrowing of monies purely to invest, or to lend and made a return, is unlawful and this Council will not engage in such activity.

SPECIFIED INVESTMENTS

Specified Investments are those offering high security and high liquidity, made in sterling and maturing within a year. Such short term investments made with the UK Government or a local authority or town parish council will automatically be Specified Investments.

For the prudent management of its treasury balances, maintaining sufficient levels of security and liquidity, the Council will use:

Deposits with banks, building societies, funds specific for Town and Parish Councils, local authorities or other public authorities

NON-SPECIFIED INVESTMENTS

These investments have greater potential risk – examples include investment in the money market, stocks and shares.

Given the unpredictability and uncertainties surrounding such investments, the Council will not use this type of investment.

LIQUIDITY OF INVESTMENTS

The Responsible Finance Officer in consultation with the Accounts Assistant will determine the maximum periods for which funds may prudently be committed so as not to compromise liquidity.

Investments will be regarded as commencing on the date the commitment to invest is entered into, rather than the date on which the funds are paid over to the counterparty.

LONG TERM INVESTMENTS

Long term investments are defined in the Guidance as greater than 36 months.

The Council does not currently hold any long term investments.

No long term investments are envisaged in the future.

END OF YEAR INVESTMENT REPORT

At the end of the financial year, the Responsible Finance Officer will report on investment activity to the Resources Committee.

REVIEW AND AMENDMENT OF REGULATIONS

The strategy will be reviewed annually. The Annual Strategy for the coming financial year will be prepared by the Responsible Finance Officer and presented for approval at a Resources Committee Meeting which will then make a recommendation to the Full Council.

The Council reserves the right to made variations to the Strategy at any time, subject to the approval of the Full Council. Any variations will be made available to the public.

FREEDOM OF INFORMATION

In accordance with the Freedom of Information Act 2000, this Document will be posted on the Council's Website www.buckingham-tc.gov.uk

BUCKINGHAM TOWN COUNCIL

RESOURCES COMMITTEE

MONDAY 18 JUNE 2015

Agenda Item no. 12

Committee Chairman:

Clir. G Collins

Contact Officer:

Mr Christopher Robson

01280 816426

Strategic Planning Progress Report

Background

As Councillors are aware a comprehensive strategic plan has been established and agreed and forms the basis of the Town Councils Business Plan.

At a meeting of the Resources Committee on 23 February 2015 Performance Indicators were agreed for each of the Councils eight core objectives (Critical Success Factors) to allow the Council to begin monitoring progress.

Progress Summary

Moving forward a Progress Summary will feature on every other agenda of the Resources Committee, allowing for regular review as highlighted in the Councils Business Plan. However, individual matters requiring decision may need to appear on the soonest upcoming agenda.

The following table details, where currently possible, current data and lays out the next actions to be taken to start the process of gathering full and detailed information on each of the CSF's

Critical Success Factor	Performance Indicators	
Complete a successful Neighbourhood Plan and ensure it	Milestone progress towards getting a successful referendum result and	Current Status:
is being used appropriately to judge planning permissions in the future	becoming a living plan	Submitted to AVDC and awaiting independent review
		Response due to BTC in June 2015
	% hit rate for planning decisions in compliance with our plan	Zero – Awaiting Completion of BNDP process

Improved Community Spirit	Declining (bag of) ASB statistics	Recent Youth ASB figures have been provided by J Loftus at AVDC.
		Deputy Town Clerk investigating expanding this to cover ASB of all ages and the frequency information is available
		Aim to be reviewed every six months
	% of groups and societies in the town that report positive/stable trends in voluntary support	Deputy Town Clerk to Contact societies in June 2015 and ask for their feedback
		To be reviewed yearly
Established greater active engagement with local Partners and Public (including the university and other key stakeholders	Increasing instances of Partners and Public approaching the Town Council	Recently the Council were approached about the set up of the Xmas Light Switch on event by members of the public.
		As a result of joint working a new format has been agreed for 2015
	Measure Social media hits/likes/comments and website hits	Facebook 435 Likes Twitter 313 Followers The next report will detail increase/decrease figures
		New website does not currently measure visitors. Have requested this be set up and data will be detailed on next report.
Promoted and improved economic activity in our town	Level of shop and industrial unit occupancy	Deputy Town Clerk to gather information for Resources Committee on 3 rd August 2015
		To be reviewed yearly

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Promoted and improved economic activity in our town	Town car park occupancy level	Between the 1 January 2015 and 31 March 2015 70,102 vehicles used the Cornwalls Meadow Car park
		10,680 paid to park over 3 hours
		To be reviewed quarterly
	FTE numbers in towns top 10 major employers	Deputy Town Clerk has compiled list and will be contacting top 10 employers in June 2015
		To be reviewed yearly
Maintained, improved and expanded our green and open spaces (including allotments and cemetery)	Completion of Keep Britain tidy Survey	Pricing information has been requested. Next Resources Committee to agree commission of survey and costs involved
Maintained, improved and expanded our green and open spaces (including allotments and cemetery)	Achieving Green Flag Park Standard	Deputy Town Clerk to issue report to Environment Committee on 20 th July 2015 regards action needed to meet 8 criteria points
	Keep track of the number of complaints	Since 1 April 2015 9 Complaints received
		All have been responded to and action taken
Maintained Quality Council Status	Yes/No to achieving Local Council Platinum Award	The Council has achieved a Foundation Level.
	<u> </u>	Application for GOLD award has been submitted
	Anonymous Cllr. survey on how coherent, focused and strategic our Cllrs feel our council is	Deputy Town Clerk in process of writing initial survey. Draft due on Resources Committee on 3 August 2015

Developed an effective resources plan (to include adequate income generation plan, adequate staffing to achieve our ambitions and good value council processes)	Creating a milestone plan	Town Clerk and Deputy Clerk to develop and present 1 st draft at Resources Committee on 3 August 2015
	Measuring income generation and financial health of the Council – effective and efficient	Members are asked for clarification
Make Buckingham an event more	Average house price in comparison	Buckingham £278,347
attractive town/parish (including	to Brackley, Towcester and Winslow	Brackley £226,140
improved infrastructure)	vvinsiow	Winslow £254,985
illiastructure)		Towcester £237,806
		Buckingham prices up 8% since last year
	Score on Best Kept Village	Application completed
		Judging occurs in June
		Results released in July and included in next report

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Proposal for the Town Council to design, convene and run the first

Town Action Commission

Introduction

Many of the challenges faced by the Town Council in moving forward on our ambitions for the town¹, is that much of the action necessary lies outside our direct control. However, we can exercise *local leadership* and far greater influence by bringing together partner agencies and the public in a collaborative search for actions that will make a positive difference to our Town. This document is about one such way to do this.

We are all acquainted with the idea of a select or scrutiny committee - both at national and local levels. A group of politicians chooses a subject in which to inquire, a range of experts and stakeholders are invited to present their ideas and be quizzed/interrogated by the panel of politicians and then a report is compiled to recommend ways forward. There are elements of this, that I want us to weave into the idea of a Town Action Commission (TAC).

However, I think we can add something more while making it proportionate to the resources we have and the issues in question. One of the downsides of the parliamentary select committees is that they can often appear to be quite confrontational. This makes for good TV of course and with the backing of the state, changes can be driven forward. But we need something different. I think we need something more collaborative and engaging.

The extra ingredient is to make a TAC something more like a 'whole system' approach. By this I mean an inquiry process that focuses on harnessing *creativity* (finding new & elegant solutions to old problems), *commitment* (by engaging people to take action without being forced to) and *complexity* (recognising that there are many angles which need to be woven together).

What follows is my proposal for a process that blends select committee interrogation with whole system inquiry & resolution.

The vision

I am imagining the TAC happening on one particular day. The morning will be spent in 'select committee mode' where a range of people will be invited to present their ideas and be questioned by a mixed panel of town councillors and members of the public. Following a DIY lunch (perhaps the TC can stump up some tea/coffee/biscuits) the afternoon will be spent in creative conversations,

¹Our <u>3 year objectives</u> 1) The Completion of a successful Neighbourhood Plan and ensuring that the plan is being used appropriately to judge planning permissions within the town 2) Improved community Spirit 3) Established greater active engagement with local Partners and Public 4) Promoted and Improved economic activity within the town 5) Maintained, Improved and expanded our green and open spaces (including allotments and cemetery) 6) Maintained Quality Council Status 7) Developed an effective resources plan (to include an income generation plan, adequate staffing to achieve our ambitions and good value council processes) 8) Make Buckingham an even more attractive town/parish (including improved infrastructure)

considering the ideas discussed in the morning and formulating a collective plan of action / recommendations.

Finally a short report (not a long turgid bureaucratic book!) will be published as a record of the discussions and the agreements made to take actions forward. Some measures will be agreed to monitor progress which will be monitored by the council.

The plan

É

My suggestion is we focus the first TAC on "How can we make Buckingham Town Centre more parent/child friendly". I have other ideas for future TACs but this one seems like a good place to start: it is relatively discrete, it is of high interest to cross section of people, it is likely to engage other agencies and (I think...) there are some 'doable' actions which could be taken forwards.

Here are the stages we need to embark upon:

- 1. Town Council agrees to sponsor this initiative and sign off on the first subject
- 2. TC appoints a councillor to chair the TAC and two deputy chairs
- 3. These three councillors meet with Town Clerk or other officer to plan the detail of what next
- 4. At least two members of the public are recruited to join in and form the TAC inquiry group
- 5. This group designs and prepares for the TAC day:
 - Clarifies the purpose & scope of the day
 - Designs the process / agenda of the day
 - o Decides who needs to be invited and how to involve others
 - Identifies the key questions & matters to be explored
 - o Organises the logistics of the day, including how it will be reported on
- 6. The TAC day happens!
- 7. The short TAC report is produced and presented to the appropriate Town Council meeting for discussion and sign-off.
- 8. The report is disseminated especially to partner agencies who need to take action

Conclusion

The Resources Committee of the Town Council is asked to discuss this paper, in the first instance, being the committee with the overview of the TC's business plan. The Committee is asked to recommend this approach to the Town Council for approval.

Cllr Jon Harvey 18 May 2015



Combined Proposal for the Supply of Monthly Landline Telecommunication Services

For the attention of Eloise-Mary Medland.

Buckingham Town Council
Buckingham Centre
Verney Close
Buckingham
MK18 1JP

Powered by

GPStelecoms

Contents of Proposal

1. About LSI and GPS Telecom

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1. About LSI and GPS Telecom

LSI has been established in the Utility industry since 1994, we pride ourselves on being able to provide an independent, personal and efficient service driven by our clients' requirements and our three core values of quality service, integrity and employing the best people. Our experienced team — many of whom have worked in the industry for a number of years will ensure that the delivery of your utilities is optimised both in terms of price and service, and also that related expenditure is controlled into the future, resulting in increased performance for your business, as well as creating a long-term relationship with us based on quality of service and our ability to consistently deliver best value.

Our telecoms division is powered by GPS Telecom a strategic partner with the same key principles as LSI ensuring that you receive a high quality professional communications solution that includes a complete range of telecommunication services suitable for all types of users, no matter what the size of your business:

- Voice
- Line Rental
- Broadband
- VOIP / Lease lines / MPLS
- o E.F.M (Ethernet First Mile)
- Mobile Service Providers
- Business Solutions
- SIP Solutions
- Inter Country

GPS are market leaders in innovation and competitive services, highly committed to providing first class customer service, they bring over 30 years of expertise in all fields of telecommunications. With

their extensive knowledge and experience plus strategic partnerships with BT, OPAL, Cable and Wireless, Vodafone, O2and many more including European /International providers, working together we ensure that LSI clients receive the quality of service, solution and support they expect.

The tariff proposition independently produced eliminates the need for the client to search for different plans for individual users in their organisation. It offers excellent value for money for all users, whatever their call pattern, and provides the opportunity to benefit from high call discounts by consolidating your mobile and/or your landline holding.

In combination with the quality of the GPS Telecom's after sales service and the support of an account management team all UK based, we are convinced that LSI Powered by GPS Telecom combines tariff/solution/proposal is our strongest offering to customers.



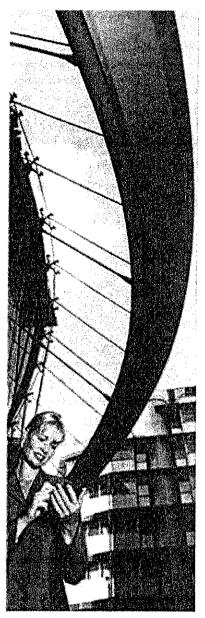
2. Requirements

The decision to look into an alternative supplier of telecommunication services is now normal, no longer can the incumbent telecoms operations in the UK offer all companies the services and flexibility needed, our solution via GPS fits your requirement for a leading provider of voice telecommunications, telephony services, cost savings, plus the flexibility and adaptability to meet your requirements compared to your current and other suppliers in the market.

Cost whilst a main factor is not always the only reason for looking to change supplier, we offer not only market competitive rates but also a comprehensive billing and support structure that adapts to your needs and requirements, ongoing development and requirement changes are common and our approach is extremely flexible in being able to deliver what the customer needs for their business.

Summary of Requirements

- Competitive Least Cost Routing
- o Competitive Line Rental Package
- o One Monthly Bill
- Customer Focused Approach
- Easy Tailored Bill Reporting
- o On Line / Downloadable Billing Service
- UK Based Support Team
- Dedicated Internal Account Manager
- Flexible / Adaptable Service and Support



3. Proposed Solution

		rent & Proposed Rates	
	Current Provider Cost	Proposed Cost	
Call Type	Per min	Per Min	Savings %
Local Calls	0.045	0.01	77%
National Calls	0.073		86%
Mobile Calls			
Vodafone	0.051	0.045	11%
O2	0.051	0.045	11%
Orange	0.051	0.045	11%
T-mobile	0.051	0.045	11%
3 Mobile	0.051	0.045	11%

Line Ren	tal Per Month	<u> </u>	
Fixed Line Product / Line Type	Current Price	GPS Price	Savings %
01280 817433: Single Analogue Line 01280 816426: Single Analogue Line + ADSL Broadband 01280 816801: Single Analogue Line	£19.00 £55.04 £19.00	£13.50 £32.50 £13.50	28% 40% 28%

Pricing Valid for 30 days and exclusive of VAT Errors and Omissions Exempt Subject to survey Subject to confirmation and contract. Pricing does not include additional charges for internal cabling.

1,116-48. 714

Please see Communication Audit for full break down of BT bill number: SM52140065 Q004 9B

In summary, I propose the following:

452.47

- One single monthly bill from GPS Telecom
- O Dedicated Customer Care team:
- o Online billing with real time access
- Transfer all available lines and calls to GPS Telecom

4. Customer Service & Support

Our UK based team working from offices in the South and North of the UK are highly trained experienced people who work on a one to one basis and with you, new requirements and changing conditions in the economy and business development always bring many new and interesting requirements, our team will work with you to help, advise, organize any and all you requirements and needs.



Useful Contact Details

Customer Service

Name:

Peter Tomlinson

Email:

peter.tomlinson@gps-enterprise.com

Tel:

0870 730 7000

Accounts Department

Name:

Cath Antrobus

Email:

accounts@gps-enterprise.com

Tel:

0870 730 7000

5. Confidentiality Statement

All information contained in this proposal is provided in confidence for the sole purpose of adjudication of the proposal, and shall not be published or disclosed wholly or in part to any other party without GPS Telecom prior permission in writing, and shall be held in safe custody. These obligations shall not apply to information, which is published or becomes known legitimately from some source other than GPS Telecom.

Proposal created by: Mark Padgett

Email address: mark.padgett@gps-enterprise.com

Tel: 0870 730 7000

Date: 27/11/2014

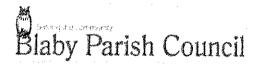
Division: Telecommunications

6. Clients that currently benefit from our services

































Property, properly.





GPS Telecoms Ltd Terms and Conditions(Fixed Line Services) Version: 4.02/January 2012

'Act' means the Telecommunications Act 1984 and amendments to the Act that may be made from time to time. 'Agreement' means this agreement made between the Customer and GPS TELECOMS LTD entered into on the date set out overleaf or otherwise on a service schedule, welcome letter or other communication. 'AO' means British Telecommunications plc or other Telecommunications Provider. 'Customer' means the person, firm or corporation specified overleaf. 'CPS' means carrier preselection as a method of providing access to the Services over telephone lines provided by the AO. 'LEL' means the local exchange line from the customer's premises, which GPS TELECOMS LTD takes over and operates instead of the AO. 'Minimum Contract Term' means the initial minimum term (being no less than 12 months from the date that GPS TELECOMS LTD initially commenced provision of the combined LEL & Services, or such other term if agreed in writing with the Customer) for the provision of Services and payment in respect thereof, as set out in the relevant schedule. 'Minimum Contract Value' means the minimum committed spend of the Customer with GPS TELECOMS LTD over the Minimum Contract Term as set out overleaf or otherwise confirmed in a service schedule, welcome letter or other communications from GPS TELECOMS LTD. 'Operator' means the AO and/or any other third party provider of telecommunications services. 'Service' and 'Services' means each and all of the services, being one or all of CPS, LEL or such other services as are set out overleaf, in an order form, welcome letter or other written communication provided by GPS TELECOMS LTD to the Customer from time to time.

1. The Services

GPS TELECOMS LTD shall provide to the Customer the Service as requested and GPS TELECOMS LTD shall exercise appropriate and reasonable care in the provision, operation and maintenance of the Service. Other than through (or in addition to) the LEL, access to the Service shall be by GPS TELECOMS LTD's equipment, the Customer's own equipment, or by GPS TELECOMS LTD authorising the pre-programming of the AO local exchange and the Customer herein irrevocably authorises GPS TELECOMS LTD to sign on behalf of the Customer all and any authorisations with an AO or any other third party and Operator for the purposes of the provision of the Services. If GPS TELECOMS LTD separately agrees in writing, it shall also enable suitable bypass to its CPS by the Customer with a by-pass code in front of the target-dialled number. GPS TELECOMS LTD shall provide the LEL (if agreed) as soon as possible but shall not be responsible for any delay to provisioning the LEL or faults caused to the LEL or Services where the same has been caused by any third party. Fault reporting availability for the LEL shall depend on Customer's requested care option if separately agreed in writing. Standard fault reporting is available between the hours of 9.00am and 5.30pm Monday to Friday (other than public and bank holidays) ('Normal Working Hours').

2. Duration

The Agreement shall come into full force and effect from the date of written acceptance by GPS TELECOMS LTD, or otherwise when GPS TELECOMS LTD commence the provision of the Services (or any of them), or otherwise when GPS TELECOMS LTD advise the Customer of Service provision ('Effective Date') and shall continue from the Effective Date for the agreed Minimum Contract Term (if any), or in default of any agreement as to the Minimum Contract Term, for 12 months and after the Minimum Contract Term this Agreement shall be capable of termination, either party shall give to the other not less than three months prior written notice of termination, otherwise this Agreement shall automatically continue for subsequent periods of 36 months ('Extended Contract Term') and shall be capable of termination at the end of each 36-month period with not less than three months prior written notice of termination. None of the foregoing shall prejudice the provisions of clause 8 (below). The Extended Contract Term will not apply to customers with less than 10 employees for further periods after 1st January 2012, in line with Ofcom regulations.

3. Use of the Services

(a) The Customer shall be responsible for the safe custody and safe use of the Services and any related equipment and without prejudice to the generality of the foregoing, this includes the any Premium Rate Service (PRS) or other NTS Services provided by GPS TELECOMS LTD irrespective of country, origin or intended use, the Customer agrees and undertakes: (i) to use the Services in accordance with such conditions as may be notified to it in writing by GPS TELECOMS LTD from time to time or covered by the Act or prevailing Act for the intended country use; and (ii) not to cause any attachments other than those approved for connection under the Act to be connected to the Services; and (iii) not to contravene the Act or any other relevant regulations or licenses; and (iv) not to use the Services as a means of communication for a purpose other than for which the Services are provided and as may be set out from time to time in GPS TELECOMS LTD's Services literature, a copy of which is available upon request by the Customer. Where expressly agreed in writing with the Customer, GPS TELECOMS LTD will provide the Customer with the maximum notice practicable, should there be any material change to GPS TELECOMS LTD's Services literature and GPS TELECOMS LTD agrees not to make any such change as does materially affect the Customer's access to the Services (save where such change is imposed upon GPS TELECOMS LTD by a third party; and (v) not to use the Services for the transmission of any material which is intended to be a hoax call to emergency services or other and is of a defamatory, offensive, abusive, obscene or menacing character; and

(vi) not to use the Services in a manner which constitutes a violation or infringement of the rights of any other party and to achieve the Minimum Contract Value for the Minimum Contract Term; and (vii) to maintain its telecommunications apparatus

at all times during the period of the Agreement in good working order and in conformation with the relevant standard or approval for the time being designated under the Act; and (viii) to provide GPS TELECOMS LTD with all such information as it requests relating to the Customer's telecommunications apparatus; and (b) The Customer shall indemnify GPS TELECOMS LTD against all liabilities, claims, damages, losses and expenses (including legal expenses) on a full indemnity basis, arising directly or indirectly from any breach of the undertakings contained in Clause 3(a) above.

4. Access to Premises and Provision of Information

(a) to enable GPS TELECOMS LTD to exercise its obligations under the Agreement: (i) the Customer shall procure permission for GPS TELECOMS LTD and any other person(s) authorised by GPS TELECOMS LTD to have reasonable access to its premises and the Services' connection points, and shall provide such reasonable assistance as GPS TELECOMS LTD requests, including authority for GPS TELECOMS LTD to deal with the Operator on the Customer's behalf; and (ii) GPS TELECOMS LTD will normally carry out work by appointment and during Normal Working Hours, but may request the Customer to provide access at all other times, but such request shall not oblige the Customer to provide such access; and (iii) at the Customer's request GPS TELECOMS LTD may agree in writing to work outside Normal Working Hours and the Customer shall pay GPS TELECOMS LTD's reasonable charges for complying with such a request. (b) The Customer shall herein give GPS TELECOMS LTD or its authorised agents full authority to act on the Customer's behalf (and shall confirm in writing or otherwise with any third party at GPS TELECOMS LTD's request), to represent the Customer with any third party, AO and Operator in respect of agreeing on the Customer's behalf access to the Services through CPS and/or LEL (or any other access device), including obtaining from any such AO and/or Operator. (c) The Customer requests maintenance or repair work of which is found to be unnecessary, the Customer may be charged for the work and the costs incurred (including where the Customer has damaged or otherwise damage has been caused to any equipment).

5. Suspension of Service

(a) GPS TELECOMS LTD may at its sole discretion upon giving the Customer 7 days notice, suspend forthwith the provision of the Service or Services and LEL until further notice (without compensation and without prejudice to GPS TELECOMS LTD's right to terminate this Agreement at a later date), upon notifying the Customer either orally (confirming such notification in writing), or in writing in the event that: (i) The Customer is in breach of a material term of this Agreement including for the purposes of this Agreement, its failure to pay monies due to GPS TELECOMS LTD or any third party to which payment of any monies is otherwise due to GPS TELECOMS LTD including deposits (where payment of such monies has been assigned by GPS TELECOMS LTD or otherwise GPS TELECOMS LTD has appointed such third party to act as its agent in respect of the collection thereof); or (ii) GPS TELECOMS LTD is obliged to comply with an order, instruction or request of government, an emergency services organisation or any other competent administrative authority. (b) The Customer shall reimburse GPS TELECOMS LTD for all reasonable costs and expenses (and shall remain liable to pay the Minimum Contract Value for the period of suspension) incurred by the implementation of such suspension, and/or the recommencement of the provision of the Services, but only where the suspension was implemented as a consequence of a breach, fault or omission on the part of the Customer.

6. Liability

(a) GPS TELECOMS LTD shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any breach of this Agreement by the Customer or any act, misrepresentation, error or omission made by or on behalf of the Customer or arising from any cause beyond GPS TELECOMS LTD's reasonable control. (b) GPS TELECOMS LTD is not liable for any indirect or consequential loss (including but not limited to loss of profit, revenue, data, goodwill, business, contracts or anticipated savings) howsoever arising suffered by the Customer in connection with this Agreement or for any liability of the Customer to any third party. (c) Subject to sub-clause (d) below, no matter how many claims are made and whatever the basis of such claims GPS TELECOMS LTD's maximum aggregate liability to the Customer under or in connection with any GPS TELECOMS LTD Services, in respect of any direct loss (or other loss to extent that it is not excluded by (a) and (b) above or otherwise) whether such claim arises in contract or tort shall not exceed £5,000 (five thousand pounds). (d) None of the Clauses above shall apply so as to restrict liability for death or personal injury resulting from the negligence of GPS TELECOMS LTD or its appointed agents. (e) The Customer agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with any GPS TELECOMS LTD service and that the fees payable in relation to such GPS TELECOMS. LTD Service have been calculated on the basis of the limitations and exclusions in this Clause 6 and that the Customer will effect such insurance as is suitable having regard to its particular circumstances and the terms of this Clause 6. (f) Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first part's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, third party supplier, Operator, strike, lock-out, trade dispute or labour disturbance any act or omission of Government highways' authorities, or other competent authorities.

7. Charges & Payments

The Customer shall be invoiced monthly by GPS TELECOMS LTD or any third party who has been assigned the right to receive such monies by GPS TELECOMS LTD, or otherwise acts as an agent of GPS TELECOMS LTD in the collection of such monies and agrees to pay all charges within 14 days of the date of the relevant invoice. The charges shall be such charges as are set out in the relevant Schedule or Services literature as may be varied by GPS TELECOMS LTD from time to time (including all ancillary costs). The Customer shall also pay any aborted visit fees in respect of any new installations and/or otherwise the costs of any cancelled installation and/or LEL if the same is cancelled prior to the expiry of the minimum term or otherwise the

commencement of the Services. The Customer shall be invoiced monthly in arrears, unless other agreed herein, monthly in advance or both, dependant on the nature of the Services. Some Services require payment of installation costs and annual service fees in advance of the commencement of processing of an order. Time of payment to GPS TELECOMS LTD (or any third party as aforesaid) shall be of the essence. The Customer shall have no right to withhold, offset or deduct any payment whatsoever that is invoiced and due to GPS TELECOMS LTD, or any third party (as aforesaid) and GPS TELECOMS LTD reserves the right to charge daily interest on all amounts outstanding 14 days after the date of invoice until payment in full is received, at a rate equal to 4 per cent (4%) per annum above National Westminster Bank's plc Base Lending Rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination or suspension of this Agreement. Furthermore late payment or deterioration in the credit status of the customer may at GPS TELECOMS LTDsole discretion all future payments to be made by Direct Debit or a deposit equivalent to 2 (two) months average monthly spend to be paid. Without prejudice to the provisions contained elsewhere in this Agreement, any dispute in respect of an invoice must be made within 5 business days of the date of the relevant invoice failing which no dispute shall be considered by GPS TELECOMS LTD and in any event such as a dispute shall be made in good faith by the Customer. In the event that this Agreement is terminated for whatever reason and all sums are not paid to GPS TELECOMS LTD (or any third party as aforesaid), in accordance with the terms herewith, GPS TELECOMS LTD herein reserve the right to charge the Customer for its administration and legal charges up to and prior to commencing any legal proceedings at the rate of £100 per hour of time spent chasing the overdue amounts. All sums referred to in this Agreement are exclusive of Value Added Tax and any taxes of a similar nature which may from time to time be introduced.

8. Termination

(a) Not withstanding anything to the contrary expressed or implied elsewhere in the Agreement, the relevant party (as defined below) (without prejudice to its other rights) may terminate this Agreement forthwith in the event that: (i) GPS TELECOMS LTD only may terminate this Agreement if a liquidator (other than for the purposes of amalgamation or reconstruction), trustee in bankruptcy, administrator, receiver or manager (whether voluntary or not) is appointed in respect of the whole or part of the assets and/or undertaking of the Customer or the Customer enters into an arrangement or composition with its creditors, or if the Customer becomes unable to pay its debts within the meaning of s123 of the insolvency Act 1986, or other circumstances arise which entitle account or creditor to appoint a receiver or administrator or to make a winding up order; or (ii) either party may terminate this Agreement if the other party is in breach of a material term of this Agreement and, where such term is capable of remedy fails to remedy it (having been given written notice of that breach) within seven days of the date of such notice; or (b) notwithstanding anything to the contrary expressed or implied in this Agreement, GPS TELECOMS LTD, (without prejudice to their other rights), may terminate this Agreement forthwith in the event that any license under which the Customer has any right to run its telecommunication system and connect it to the Services is revoked, amended or otherwise ceases to be valid or otherwise any payment due hereunder to GPS TELECOMS LTD (or any third party as aforesaid) is due and owing. (c) As a consequence of termination, where GPS TELECOMS LTD has implemented Services with the installation/connection of external routing hardware, this hardware must be returned to an address nominated by GPS TELECOMS LTD on termination of its Services whether this termination is made by the Customer or GPS TELECOMS LTD. Where hardware requires de-installation, by an engineer to enable its recovery this de-installation shall be arranged by GPS TELECOMS LTD which also retains the right to charge the Customer for any routing hardware misplaced, damaged or uncollectable for any reason at a cost equal to its purchase price by GPS TELECOMS LTD. GPS TELECOMS LTD also reserves the right to charge for any abortive visit cost incurred, in the event of failure of the engineer to perform the de-installation due to the Customer. (d) Where GPS TELECOMS LTD has implemented Services with the programming of Customer Premise Equipment (CPE), GPS TELECOMS LTD shall de-provision with its supplier(s) any CLI(s) associated with its Services to cause cessation. It will be the responsibility of the Customer to arrange for the replacement of any network access code programmed into the equipment, to allow subsequent usage of any other provider. (e) Where termination of the GPS TELECOMS LTD Service requires cancellation of the CPS facility, GPS TELECOMS LTD shall undertake this process with the AO and the appropriate CPS Operator ('CPSO') on behalf of the Customer. Unless requested otherwise by the Customer, GPS TELECOMS LTD will cease with the CPSO any active Calling Line Identities ('CLIs') from which calls are routing using CPS. In such circumstances GPS TELECOMS LTD will communicate to the Customer the relevant by-pass code to enable outgoing calls to be made using the AO network during the time required by the AO to process the order submission for CPS cancellation. Where Service is provided with LEL, GPS TELECOMS LTD will coordinate with the Operator the cessation of GPS TELECOMS LTD being the provider of the LEL, but shall not be liable for any delay or lack of access to communications as a consequence of the same. (f) Where the Customer has a Minimum Contract Term or Extended Contract Term and this Agreement is terminated prior to the expiration for any reason whatsoever the Customer shall be liable to pay to GPS TELECOMS LTD within seven days of the relevant invoice, the entire balance of sums which would have been due in respect of the Minimum Contract Term or Extended Contract Term had the Minimum Contract Term or Extended Contract Term continued less a discount of 25% for early receipt of such sums. The amount of such payment shall be calculated by taking the remaining period contracted by the customer in months (including part months) and multiplying this by the average customer spend in the preceding 3 months actual billing of all services and then applying a 25% discount. The Customer expressly agrees that this payment is reasonable in all circumstances as a damages claim from GPS TELECOMS LTD for such early termination and is not a penalty. Any deposit held by GPS TELECOMS LTD from the Customer at the time of termination may be offset against any amounts owing.

9. Assignment

GPS TELECOMS LTD may, but the Customer shall not (without the prior written consent of GPS TELECOMS LTD), assign or

delegate or otherwise deal with all or any of its rights and obligations under the Agreement.

10. General

(a) This agreement represents the entire understanding between the parties in relation to the subject matter hereof, and supersedes all other agreements and representations made by either party whether oral or written. This agreement maybe amended by GPS TELECOMS LTD giving a minimum of 30 days' notice by way of email, fax, letter or billing notification and at all times the terms on conditions on our website will be held to be those currently in place from time to time. Any amendment to these terms requested by the customer must be agreed in writing by GPS TELECOMS LTD. (b) Failure by either party to exercise or enforce any right conferred by this Agreement, shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion. (c) By signing the form overleaf, or otherwise taking the Service or Services, the Customer thereby agrees to the total exclusion of all its terms and conditions of business in favour of the terms of this Agreement. (d) Any notice, invoice or other document which may be given by GPS TELECOMS LTD under this Agreement shall be deemed to have been duly given if left at, or sent by post, to an address to which notices, invoices or other documents may have been sent, or the Customer's usual or last known place of abode or business, or alternatively if the Customer is a limited company, its registered office. GPS TELECOMS LTD's address for the service of any notice by the Customer under this Agreement shall be such address as is shown on the last invoice rendered to the Customer. (e) This Agreement shall be governed by, and construed and interpreted in accordance with English Law, and the parties hereby submit to the exclusive jurisdiction of the English Courts. Those provisions of a continuing nature under this Agreement (including Clauses 6 and 7 above), shall continue to apply notwithstanding the termination or expiry of this Agreement for any

8.GPS Telecoms Ltd Terms and Conditions (Mobile Line Services)

GPS TELECOMS'S, MOBILE AIRTIME SERVICES & EQUIPMENT TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS** In these Terms and Conditions, the following expressions shall have the following meanings:
- "GPS Telecoms" GPS Telecoms Ltd with company registration number 05504774 and registered office: Stowmarket Business Centre, Ernest Nunn Road, Stowmarket, Suffolk IP14 2ED.
- "Agreement" This Agreement, all sides completed, and all other associated schedules in writing.
- "Bar" The act of barring the Customer from making or receiving calls on the Customer Equipment.
- "Buyout" The amount paid by GPS Telecoms to release the Customer from existing Mobile Services with another Operator
- "Charges" Call charge, access charge, connection charge, minimum airtime charge, value added service charge means the charges as described and at the rates (appropriate to the chosen tariff) as set out in the Schedule of Tariffs to be published by GPS Telecoms from time to time.
- "Cashback" Any payment provided by GPS Telecoms to the Customer in lieu of Customer Equipment
- "Connection" "Connected" The connection of the equipment or SIM card to the selected tariffs and Systems.
- "Customer" The account holder responsible firstly for meeting the Charges.
- "Customer Equipment" Means the approved equipment and SIM Card connected to the System.
- "Discount" The reduction in a tariff agreed for a customer compared with the GPS Telecoms standard tariff applicable from time to time
- "Hardware Fund" An amount of funds put aside for subsequent drawdown of Customer Equipment up to the value of the Hardware Fund
- "IMEI" The International Mobile Equipment Identity number incorporated into the Customer Equipment.
- "Migration" Means the transfer of a mobile number to any alternative service provider on the same network.
- "Network Operators" Means the networks
- "Other Services" Means services provided to the Customer by GPS Telecoms not specified by this agreement including but exclusively Fixed Line and Broadband Telephony Services
- "Party/Parties" Means GPS Telecoms and the Customer either separately or together.
- "Payment Date" The date determined by GPS Telecoms on which GPS Telecoms invoices fall due for payment.
- "Portability" Means the transfer of a mobile number or Service to any alternative service provider and Network Operator.
- "Service(s)" The provision of airtime, together with those services identified in this Agreement, by means of the Systems offered by GPS Telecoms.
- "SIM Card" "SIM" A module which contains Customer Information and which, when used with GSM/UMTS equipment, enables access to the GSM/UMTS Services.
- "System(s)" The public telecommunications systems/networks that GPS Telecoms makes available to the Customer.
- "Upgrade" Any supply of a new handset or mobile device.

2. ACCEPTANCE OF APPLICATION

- 2.1. In connection with this account application GPS Telecoms will carry out credit and fraud prevention checks with a licensed credit reference and fraud prevention agency and this agency will retain a copy of the search. Information from the application and payment details of the account will be recorded and may be shared with other organisations to help make credit and insurance decisions about you and members of your company and for debt collection and fraud prevention purposes.
- 2.2. GPS Telecoms will only accept the application overleaf when the Customer passes a credit check to GPS Telecoms' satisfaction. This Agreement, together with the terms contained overleaf, constitutes the entire contract between the Customer and GPS Telecoms, and the terms of this Agreement shall apply to the exclusion of all others whether implied or proposed by the Customer orally or in writing unless expressly accepted in writing by GPS Telecoms.
- 2.3. GPS Telecoms offers mobile services to businesses and, upon accepting this application, assumes that all businesses have ten or more employees and subsidies and benefits are issued on the basis of this.

3. TERM

- 3.1. This Agreement will commence from the date any services requested on the Agreement overleaf are implemented and take effect and will be for a minimum of two years in any event unless stated any different overleaf.
- 3.2. Subject to Clause 9 below this shall continue for a period of twenty-four (24) months from each date of individual connection or upgrade or tariff change, unless a different term is selected under the "Initial Minimum Contract Term" provision overleaf. This Agreement shall continue thereafter until terminated by either party giving not less than ninety (90) days prior written notice, such notice not to be served prior to the expiry of the said initial minimum contract term.
- 3.3. This Agreement and the provisions of Clause 3.1 and 3.2 are applicable to all mobile numbers and/or handsets Connected to GPS Telecoms and will also apply to subsequent Connections or Upgrades from the individual Connection or Upgrade date.
- 3.4. Portability and Migration requests of mobile numbers made during the minimum contract term does not relieve the Customer from contractual obligations to pay any early termination charges due under this Agreement, and in relation to the remainder of the contract term, following termination.

All Tariff changes will be subject to availability and a minimum spend. 3.5.

4. CREDIT ACCOUNT

- An account will be opened and a credit limit inclusive of VAT will be notified to the Customer and this credit limit 4.1. should not be exceeded. Any increase in the credit limit must be requested in writing and will be subject to approval by GPS Telecoms, which may entail further credit checks. GPS Telecoms cannot accept responsibility for Customer overspends due to any reason including but not limited to billing cycles or delays in the availability of call data. Customers who anticipate exceeding their credit limit should contact GPS Telecoms to avoid the Services being suspended.
- Credit limits are subject to periodic review at GPS Telecoms' discretion. GPS Telecoms may require that a deposit be placed with GPS Telecoms in cases where the Customer incurs monthly charges in excess of the credit limit

CONNECTION TO THE SYSTÉM AND PROVISION OF THE SERVICE 5.

- Subject to these Terms and Conditions, GPS Telecoms will connect and maintain the connection of the Customer Equipment to the System and, subject to the geographical coverage of the System from time to time and other limiting factors not under GPS Telecoms' control, GPS Telecoms will endeavour to make the Services available to the Customer throughout the
- GPS Telecoms shall be entitled, at its absolute discretion to transfer the Customer to another Network Operator, provided this incurs no additional costs to the Customer. Wherever practicable, fourteen (14) days written notice shall be given of such changes prior to their being made.
- The Customer recognises and acknowledges that the Services depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions, and other causes of interference may fail or require maintenance without notice.
- The Services are provided with a bar on premium rate and international calls made whilst in the UK and overseas unless the Customer has requested GPS Telecoms to enable these calls. If enabled, the Customer should be aware that they will be charged for calls received whilst abroad (including voicemail) and that calls made and received whilst overseas may be rates and increments set by the overseas network(s) together with any additional handling & network charges. Premium rate calls can be charged at rates over £1.57pence per minute. Any such calls/text/data are not included in any bundle of inclusive calls/text/data which may form part of the tariff and billing delays of up to six months may occur for these charges and may be subject to a deposit as requested from time to time.
- GPS Telecoms shall bear no liability to the Customer whatsoever in connection with any Service provided by an overseas network, third party or Premium Rate provider.

6.

- The Customer will pay any agreed initial charges, the monthly access charge and any other fixed monthly charges, on 6.1. or before the Payment Date.
- The Customer will pay all call charges (used in excess of any call charges that may be comprised in the minimum 6,2. airtime charge but without rebate for any unused element of call charges in such Charge) including charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and also any handling charges set out in the schedule of tariffs, monthly in arrears, on or before the Payment Date.
- The Customer will pay the cost of any subsequent reconnection made necessary by suspension of the Services carried out by GPS Telecoms due to non-payment (subject to Clause 9 below), prior to reconnection.
- The Customer will pay all sums to GPS Telecoms by Direct Debit or by such other method as GPS Telecoms shall allow on or prior to the Payment Date. The acceptance of payment by any method other than Direct Debit by GPS Telecoms may incur a monthly administration fee of £3.00 + VAT. 6.5.
- All payments other than by Direct Debit must be received within fourteen (14) days of the invoice date. 6.6.
- The Customer may be required to pay a fee of £20.00 + VAT per incident for cancelled, dishonoured or failed Direct Debits or cheques.
- Any sums due to GPS Telecoms from the Customer which are unpaid for more than fourteen (14) days after the Payment Date shall bear interest at the rate of three per cent (3%) above the base rate of HSBC PLC calculated from the date payment was due to the date of actual payment becoming cleared funds.
- Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges 6.9,
- The Customer will promptly advise GPS Telecoms in writing of any change of name, trading style, address or bank details.
- The Customer is solely responsible for the Customer Equipment and/or SIM Card and shall remain liable for all call 6.10. charges including any incurred during a period of theft, damage or loss until such theft, damage or loss is reported to the Network Operator and GPS Telecoms, and will remain liable for the monthly access charge until the Agreement has ended.

- 6.11. GPS Telecoms will only consider billing queries from the Customer if made within fourteen (14) days of the date of invoice.
- 6.12. Raising such queries does not relieve the Customer of the obligation to pay all invoices when due without deduction, offset or withhold, but if an amount is subsequently found to be not payable, GPS Telecoms agrees to refund the Customer for the overpaid charges.

OBLIGATIONS OF THE CUSTOMER

- 7.1. The Customer acknowledges that the System is operated under License and by agreement with the Network Operators and that the provisions of the said Licenses and agreements apply to the use of the Service. The Customer hereby undertakes:
- 7.1.1. Not to use or permit the use of the System for any unlawful, immoral or improper purpose including the use of unlawful GSM SIM gateways or any purpose not recommended by the equipment manufacturer or the Network Operators or GPS Telecoms:
- 7.1.2. To comply with any reasonable instructions issued by GPS Telecoms relating to the System, the equipment or the Service and to use only the Customer Equipment approved by the Network Operators and the British Approvals Board of Telecommunications:
- 7.1.3. Not to reverse, or permit anyone else to reverse, the charges on any telephone call;
- 7.1.4. Not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Service to be impaired.
- 7.1.5. Not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity and shall notify GPS Telecoms immediately upon becoming aware of any such activity.
- 7.2. Should GPS Telecoms incur additional claims, damages, losses (including loss of profit, other economic loss or legal fees) due to Customer breach of this Agreement the Customer could be liable for these.
- 7.3. The Customer will promptly advise GPS Telecoms, by phone and in writing in the event of loss or theft of the Customer Equipment and/or the SIM Card.
- 7.4. The tariff chosen at the acceptance of this Agreement will remain the minimum tariff selected for the initial contract term and the terms and conditions of the selected tariff apply.
- 7.5. The rates/tariffs/equipment subsidies that GPS Telecoms makes available to the Customer are subject to the length of contract chosen and its terms and are based upon the predicted or anticipated revenue over the contract term including notice period. The Customer is therefore expected to honour the contract, revenue and its terms. In the event that the Customer fails to do so, GPS Telecoms reserves the right to invoice the predicted or anticipated revenue, at full retail price without discount, over the full contract term including notice period and to recover in full any benefits received including Discounts, Hardware Funds, Buyouts and losses incurred, and should the contract not proceed to full term a cancellation charge will be incurred.
- 7.6. The Customer acknowledges that GPS Telecoms will accept, and act on behalf of, any instruction received from the Customer, and accept and act on behalf of any additional orders, regardless of authority and/or position, unless otherwise preadvised to GPS Telecoms in writing with the Customers bespoke ordering procedures.

8. LIMITATION OF LIABILITY

- 8.1. Nothing in this Agreement shall limit or restrict or be deemed or construed so as to limit or restrict the liability of GPS Telecoms or the Customer for death or personal injury to any person caused by its negligence.
- 8.2. Subject always to the provisions of Clause 8.1 above, the total liability hereunder of GPS Telecoms in contract, tort or otherwise (including negligence) shall, in respect of all claims under this Agreement, not exceed the total amounts paid to GPS Telecoms by the Customer under this Agreement for the 12 months immediately prior to the period in which the claim or claims are made, or £5,000 whichever is the lower amount.
- 8.3. Subject to the provisions of clause 8.1 (above), GPS Telecoms shall not be liable hereunder, in contract, tort or otherwise (including negligence) for any indirect or consequential losses whatsoever or otherwise howsoever arising including without limitation, loss of profits, revenues, business, contracts, anticipated savings or any other indirect or consequential losses whatsoever and "anticipated savings" means any saving that the Customer anticipated making as a consequence (whether directly or indirectly) of entering into this Agreement.
- 8.4. Where the Customer deals as a consumer, nothing in this Agreement shall affect the Customer's statutory rights.

9. TERMINATION AND SUSPENSION OF THE SERVICE

9.1. GPS Telecoms shall have the right to, without prejudice to any other claims or remedies which it may have against the Customer, forthwith terminate or suspend the Service and this Agreement without liability upon the occurrence of any of the following events:

- 9.1.1. If payment of the Charges is not made on the due Payment Date or Payment for Other Services is not made by the appropriate Payment date;
- 9.1.2. If the Customer commits a breach of this Agreement (and where that breach is capable of remedy, does not correct this breach within 7 days of GPS Telecoms requesting the Customer in writing to correct such breach) or if any information given to GPS Telecoms by the Customer is false or misleading;
- 9.1.3. If the Customer makes or offers to make any composition with creditors or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is made against the Customer, or (in the case of a Customer being a Limited Company) the Customer is unable to pay its debts as they fall due within the meaning of the Companies Act 1985; or
- 9.1.4. If a petition or resolution to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation); or
- 9.1.5. If any administrative receiver or receiver/manager is appointed over any of the Customer's assets, property or undertaking, or if any such power of appointment arises.
- 9.2. GPS Telecoms may, from time to time, without notice or liability on its part (notwithstanding the foregoing provisions and at its absolute discretion), suspend or disconnect the Service in any of the following circumstances:
- 9.2.1. If the Customer fails to comply with any of the terms contained herein; or
- 9.2.2. If the Customer does, or allows to be done, anything which in the Network Operator's or GPS Telecoms' reasonable opinion may have the effect of jeopardising the operation of the Service; or
- 9.2.3. If the Customer permits the use of the Service or uses the Service for illegal purposes including the use of illegal GSM SIM Gateways (or the Network Operator or GPS Telecoms believes the same), GPS Telecoms, without any liability whatsoever, reserves the right at its absolute discretion to immediately suspend the Service. In such a case the Customer will be charged during the month in which such suspension of Service takes place at the GPS Telecoms Standard Business Tariff rate, no bundled minutes being applied during that month. For the remainder of the contract term the Customer will be liable for the tariff initially agreed at full retail price without discount, subject to Clause 9 above; or
- 9.2.4. If, in GPS Telecoms' or the Network Operator's absolute discretion, the call charges incurred in any given period show unreasonable or excessive usage of services or unusual calling patterns such as a disproportionate percentage of incoming calls or zero usage per number of 10 minutes or less of outbound voice calls or charges including data of less than £1.00 per month, or cause network congestion; or
- 9.2.5. If GPS Telecoms is unable, for whatever reason, to provide the Service or if GPS Telecoms is required to terminate this Agreement by a competent regulatory authority and/or Network Operator; or
- 9.2.6. If the Customer exceeds the credit limits set.
- 9.3. Termination, suspension, disconnection or barring shall be without prejudice to GPS Telecoms' rights accrued up to and beyond the date of termination, suspension, disconnection or barring.
- 9.4. In the event of termination of the Service and this Agreement by GPS Telecoms in accordance with the provisions of Clauses 9.1 and 9.2, the Customer shall, within fourteen (14) days of receipt of the notice of termination, pay to GPS Telecoms all outstanding Charges including, where termination is for any of the reasons specified in Clauses 9.1 and 9.2, the amount due as set out in Clause 7.5 above or which would have been payable for the remainder of the term of this Agreement had the Customer given notice of termination at the earliest date possible in accordance with Clause 3.
- 9.5. Upon termination of this Agreement if the Customer made a deposit, GPS Telecoms will only return any surplus to the Customer after deduction of all unpaid charges. Any request for repayment must be made in writing.
- 9.6. After disconnection, suspension or barring of the equipment from the System and/or consequent upon the termination of this Agreement, the Customer shall pay on demand all Charges outstanding at the time of disconnection, suspension or barring including any reasonable disconnection or barring fee that GPS Telecoms may wish to charge in its sole discretion.
- 9.7. Customer will pay any costs, including legal fees, reasonably incurred by GPS Telecoms in collecting any payments due.
- 9.8. Should termination take place part way through a month, no credit will be given for the post termination part of the month's access charge(s).
- 9.9. The Customer will remain liable for all call charges incurred prior to termination regardless of when they are invoiced.
- 9.10. Termination, porting, or migration of mobile numbers is subject to a charge of £30.00 + VAT per number.
- 9.11. If the Customer is unable to use all of the Services for a continuous period of more than three days due to any technical failure (including power cuts, improvement, modification or maintenance of the Service or the Systems) and if the Network Operator offers this to GPS Telecoms, on application the Customer may receive a credit for their line rental which will represent that part of the line rental for the period of suspension.

10. FORCE MAJEURE

10.1. GPS Telecoms shall not be liable for any breach of this Agreement, nor any damage resulting there from whether direct, indirect, consequential, financial or otherwise, if and to the extent that such breach arises as a result of any Act of God, acts or omissions by any Government, other Administrative Body or Network Operators, sabotage, riot, explosion, acts of terrorism, controls, restrictions, prohibitions or other Acts of any Local or National Government (including any requirement connected to the Licensing Arrangements), or industrial disputes of any kind or any act beyond the direct control of GPS Telecoms.

11. ASSIGNMENT

11.1. This Agreement shall not be assignable by the Customer without written consent of GPS Telecoms, which will not be unreasonably withheld. GPS Telecoms may at any time assign this Agreement to any third party it considers suitable in its sole opinion.

12. VARIATION

GPS Telecoms shall be entitled, from time to time and at its absolute discretion, to:

- 12.1. Make such variations to the tariff as it deems appropriate, so long as such changes are not disadvantageous to the Customer.
- 12.2. Make such modifications to the Service and make, or agree to, such changes to the System as it may reasonably consider necessary. Wherever practicable, fourteen (14) days written notice shall be given of such changes prior to their being made;
- 12.3. Make such alterations to this Agreement and its terms and conditions as the Network Operators may reasonably require GPS Telecoms to make or as are necessary as a result of changes to GPS Telecoms' license from the Network Operators or otherwise as a consequence of any regulatory or legal requirement.

13. DATA PROTECTION

- 13.1. The information the Customer provides will be used by GPS Telecoms to supply the Services and will not be otherwise disclosed without the Customer's prior written permission, except as set out in Clause 14.1 below, or if required by law.
- 13.2. GPS Telecoms does not share Customer information with other organisations for marketing purposes, however GPS Telecoms may invite the Customer to take part in market research and inform the Customer of GPS Telecoms goods and services which may be of interest unless the Customer informs GPS Telecoms that they do not wish to receive this information.
- 13.3. The Customer has the right to ask for a copy of the data held about them by making application in writing to the Customer Services Manager at GPS Telecoms' registered office address. There may be a charge for this service.
- 13.4. GPS Telecoms may disclose information about the Customer's account to its agents.

14. CONFIDENTIALITY

- 14.1. Neither Party will disclose to any third party without the prior written consent of the other Party any confidential information which is received from the other Party as a result of this Agreement. Both Parties agree that any confidential information received from the other Party will only be used for the purposes of providing or receiving the Services. Confidential information includes business plans, concepts, methodologies and structures, product specifications, technical information, new product information, methods of product delivery, and any other technical and commercial information, inventions or ideas (whether patentable or not) of either Party which is not in the public domain.
- 14.2. The Customer agrees to the disclosure to any radio or telecommunications operating company of its name, address & details of the Service and Customer Equipment provided to it pursuant to this Agreement.

15. CUSTOMER EQUIPMENT

- 15.1. Where Customer Equipment is provided to the Customer by GPS Telecoms, then notwithstanding delivery and acceptance of the Customer Equipment, title in the Customer Equipment shall not pass to the Customer until completion of the contract, including notice period. The Customer must insure that all Customer Equipment is appropriately insured. If the contract is terminated early, for whatever reason, the Customer Equipment remains the property of GPS Telecoms.
- 15.2. Following any non completion of the contract, GPS Telecoms reserves the right to request the safe return of such Customer Equipment undamaged and in good repair (except for reasonable wear and tear) to GPS Telecoms at the Customer's expense. Failure to comply with such request shall incur a full replacement charge plus VAT as quoted in GPS Telecoms' published SIM free price list for any mobile device, data-card or modem, of up to £300 + VAT, unless the equipment falls under the pricing stipulated in clause 15.3
- 15.3. In the case of Blackberry, PDA or SMART phones, the full replacement charge of up to £850 + VAT will be incurred.
- 15.4. Equipment must be returned to GPS Telecoms within 14 days of any disconnection, Porting or Migration.

- 15.5. Risk of damage to or loss of the Customer Equipment shall pass to the Customer upon receipt of the Equipment by the Customer. The Customer shall be liable for the repair of Equipment connected under this Agreement which becomes faulty or damaged and is outside the manufacturer's warranty. All Customer obligations under this Agreement shall remain in force during any period where equipment is undergoing repair.
- 15.6. Any Hardware Fund Provided may only converted to Customer Equipment up to the value of one quarter of the value of the agreed Hardware Fund in any calendar quarter.
- 15.7. All SIM Cards supplied to the Customer, for use on the Network Operator's Systems, shall at all times remain the property of the Network Operator, and shall be returned to GPS Telecoms upon termination of the Agreement. Failure to return any SIM card shall incur a charge of £30.00 +VAT for each card.

16. BARRING AND DISCONNECTION

- 16.1. Should GPS Telecoms elect to disconnect and/or reconnect the Customer Equipment from or to the System pursuant to Clause 9 above, then GPS Telecoms having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of up to £30.00 + VAT for each occurrence of such disconnection or reconnection.
- 16.2. Should GPS Telecoms elect to bar and/or unbar the equipment from the System pursuant to Clause 9 above, GPS Telecoms may, in its absolute discretion, charge an unbarring fee of up to £25.00 + VAT for each such occurrence of barring or unbarring.

17. INTELLECTUAL PROPERTY

17.1. The Customer shall not obtain any Intellectual Property Rights in relation to the System, the Service or the Customer Equipment as a result of this Agreement or the use of the System, Service or Customer Equipment.

18. GENERAL

- 18.1. Any notice hereunder sent by either party to the other party shall be deemed served within forty-eight (48) hours.
- 18.2. Additional services may be added to this Agreement subject to the Customer's written confirmation and acceptance by GPS Telecoms.
- 18.3. The Customer is responsible for any services and their associated costs that may be accessed via the Network Operator or GPS Telecoms and the terms and conditions that relate to those services
- 18.4. No delay, neglect or forbearance on the part of GPS Telecoms in enforcing any provision of this Agreement shall be deemed to be a waiver or create a precedent or in any way prejudice GPS Telecoms' rights under this Agreement.
- 18.5. Where there is a conflict between this Agreement and any other terms and/or conditions mentioned in or printed on any correspondence exchanged between the parties, this Agreement shall prevail unless expressly agreed otherwise and in writing
- 18.6. If any non-fundamental provision of this Agreement shall be held to be void, illegal, unenforceable or conflict with any Statute, that clause or provision shall be severed from this Agreement; the validity and enforceability of the remaining clause(s) and provision(s) shall not be affected thereby.
- 18.7. References in this Agreement to persons shall include, but not be limited to, bodies Corporate, Unincorporated Associations and Partnerships. References to the singular shall include the plural and vice versa.
- 18.8. This Agreement shall be governed by and construed in accordance with English Law. Clause headings are for ease of reference only and do not govern, or affect the construction or interpretation of this Agreement

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BUCKINGHAM TOWN COUNCIL

RESOURCES COMMITTEE

MONDAY 15 JUNE 2015

Agenda Item no.

15

Committee Chairman:

Cllr. Mrs G Collins

Contact Officer:

Mr Christopher Robson

01280 816426

Background

The purpose of this report is to consider the advantages and disadvantage of the Council moving to electronic only agendas to improve efficiency and save on costs. This would involve issuing the summons, agenda (with all attachments) and minutes electronically.

Please note legislation allows for the summons to be electronically issued (Maintaining at least 3 clear days notice)

Current Process

The process currently stands as follows:

- 1) Committee Clerk works with Chair and appropriate officer to produce draft agenda
- 2) Draft agenda is issued to committee Chair via email for approval
- 3) Once approved a copy is printed, checked and signed by the Town Clerk
- 4) The action list, budgets and reports are then printed to create a complete agenda
- 5) Any external documents leaflets need to be copied into a suitable layout and included
- 6) The Committee Clerk photocopies up to 20 agendas depending on meeting (17 X Councillor, 1 x Town Clerk/Officer 1 X Archive)
- 7) 16 agendas are then hand delivered by a member of the Green Spaces team to Councillors (Delivered on a Tuesday or Wednesday to ensure 3 Clear days notice)
- 8) One agenda is posted to a councillor
- 9) One agenda is placed on file for archives
- 10) The original signed agenda is placed in the public notice board
- 11) Councillors bring their received hard copies to the meeting for reference
- 12) Following the meeting the Committee Clerk drafts the minutes and sends that draft to the committee chare via email for approval.
- 13) Under the new Local Council Award Scheme these draft minutes are now also posted online
- 14) Once the minutes are approved (via email) the Committee Clerk prints up to 20 copies, distributes 17 to councillors in their folders or the next outgoing Councillor post and one on file for archiving

Alternative Electronic Process

Going paperless would essentially involve the Committee Clerk to continue carrying out much of the same process as at present, especially as drafting and approval happens electronically already.

Differences in the process would be:

- Officers would save all reports and appendix documents in central shared folder
- Rather than printing off each report and the budgets the Committee Clerk would merge all separate documents into one PDF document via adobe
- Budget reports would still need to be printed and scanned (Accounts system can't format all reports)
- Any external documents, such as leaflets, would need to be scanned in
- One hard copy agenda with appendix would still be printed for archive file
- One agenda would be printed for public notice board
- PDF Agenda could then be issued to Members and officers via email or could be uploaded to a 'Drop Box' system to which Members and officers could view and download the Agenda
- Minutes would be issued to Members and uploaded to the website in the same way

Cost and Estimated Savings

It is difficult to put a precise figure on the cost of issuing paper agendas. However, the printing of agendas and accompanying appendix, reports and plans form by far the main portion of the Town Councils paper and printer usage.

- In the financial year 2014/15 the Council's actual spend on stationary was £1,831.56 roughly £480 of this was spent on paper.
- In the same year printing (toners and running the machine) cost the Council £1,669.11. It is estimated this could be lowered by £335 (20%) using Paperless process.
- Postage costs are minimal as employees hand deliver agendas. However, a yearly saving of £72.60 in postage would be made.
- Save 1hr-1hr30 in Green Spaces time (Delivering agendas)

A conservative estimate of cost savings would be £650 per year.

It is anticipated that although printing and copying time will be reduced scanning time will increase. It is estimated there may be a small reduction in **staff time** spent on agendas.

While month on month costs would be reduced by going Paperless, there would be a large financial outlay to set the process up. The Council would need to ensure Members who did not have access to a tablet or computer were not disadvantage or forced to incur costs for moving to electronic.

Therefore the Council would need to look to providing devices for Councillors to receive agendas on and use during meetings, reducing Members need to print agendas themselves.

Some estimated costs of investing in tablet devices are listed overleaf:

Tablet	Size	Memory	Unit Cost	18 Units
Amazon Fire HD6	6"	8GB	£79	£1,422
ASUS MeMo Pad	7"	8GB	£79	£1,422
Acer ICON	7"	16GB	£96	£1,728
Hudl2	8.3"	16GB	£99	£1,782
Archos 101b Platinum	10.1"	8GB	£99	£1,782
Apple IPad Mini	16"	7.9GB	£163	£2,934

^{*}This cost would need to be factored in to precept every four years to ensure new councils had quick and working devices.

Perceived Positives and Negatives of the Town Council going Paperless

Perceived Positives	Perceived Negatives
Large reduction in paper usage	Outlay cost of purchasing 18 tablets
Help BTC meet environmental considerations and reduce carbon foot print	At a minimum would be £1,422
Reduction in stationary Cost	If a drop box system were to be used it may
Reduction in stationary Cost	take time to set up and familiarise all
Estimated to be £650	Councillors and staff
Reduction in Green Spaces time in posting	Possibility of tablets acting as a distraction to Members and officers during the meeting
Average of 1 Hrs per week	g g
	Could be argued that Members may focus on tablets, loosing eye contact with other members and hindering discussion/debate
Reduction in cost of postage to those outside reasonable hand delivery address	Removal of physical reminder (Summons) for Members.
Approx. £72.60 Per Year	Relies on Members checking emails or logging into drop box
The large amount of agendas and the paper used received comment by members of the public (via social media) who would like to see it reduced	Some Members may find it difficult to make notes as they currently do on hard copy agendas
Easier for officers in terms of collating and distributing	Members may still wish to print off agendas, which can be large, once received. Therefore resulting in a cost to members
	Members may not be confident in using IT
	Members with disabilities or illness (Such as visual impairment or arthritis) may find it difficult to use tablets.
	Although copying and printing time would be reduced, Committee Clerk scanning time would increase due to external reports/leaflets that need to be copied suitable for PDF document

Possible Obstacles and Solutions

Barriers to working electronically	Possible Solutions	
No wireless Connection in Chamber	Download Documents prior to meeting and work offline	
	Discuss sharing Community Centre Wireless	
	Install wireless in Chamber	
Cost of Purchasing Tablets	The Council has a specific Computer Equipment budget of £2,100 for the year 2015/16. Licensing and maintenance will use up the majority of budget.	
	Therefore, if the Council were to move paperless in this financial year the cost would need to come out of Contingencies	
Ongoing Cost of Maintaining Equipment	Should be minimal following initial outlay	
	Large outlay every four years to keep (As operating systems become slow etc)	
Councillor/Staff lack of IT Experience	Group tutorials to learn and become use to new devices and if applicable drop box	
No Access to wireless internet at home	Use Council office wireless to download documents for viewing	
Limited data allowance at home		
Visual impairment or disabilities which may prevent the use of tablets	•	
	Offer Opt in/Opt out of electronic process for members, still offering paper agenda for those that want it	

Recommendations

That the Council not adopt a paperless process and remain with the current process of distributing agendas and minutes

or

That the Council agree in principle to move to an electronic process of distributing agendas and minutes, based on a successful run through of a Full Council Agenda

or

That the Council agree in principle to move to an electronic process of distributing agendas and minutes with a Member **Opt In / Opt Out**, based on a successful run through of a Full Council Agenda

Arrow Accounting

Date: Sent 2011

Internal Audit Report Buckingham Town Council Buckinghamshire. Internal Audit Final Report 2014-15

13th May 2015

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Report Index

- 1. Introduction
- 2. Scope of the Internal Audit.
- Findings, recommendations and action plan.
- 4. Internal Auditors summary report.

Introduction

key control review of the systems in place for ensuring an adequate level of An internal audit review of Buckingham Town Council's Financial controls for 2014/15 has been undertaken by Arrow Accounting. The work covered was a Governance and Financial control. Previous recommendations were followed-up.

Scope of the Internal Audit

The review included the following:-

- o Bookkeeping Arrangements.
- o Payments in relation to Financial Regulations.
- o Review of Internal Controls.
- o Budgetary Controls.
- o Expected Income fully received and properly recorded.
- o Petty Cash levels and payments supported and approved.
- o Payroll Controls, salaries & fees.
- o Asset Controls.
- o Bank Reconciliations.
- o Accounting Statements.
- o Trust Funds (If applicable).
- o Review and completeness of audit action plans.
- o Review of External Audit recommendations made in the previous year.
- o Review of Section 1 of the Annual Return and the Financial Statements.
- o Auditors Summary.

Findings, recommendations and action plan

Action Planned		N/A A/N	
Recommendations	Recommend that PWLB can confirm that they are able to send a year end statement dated 31st March.	None	However I would recommend that the Council be on the look out for inaccuracies in the document. Fidelity level is clearly wrong.
Findings	Appropriate books of account have been properly kept throughout the year. Well maintained with sound audit trails.	The Councils Financial Regulations have been met in that appropriate authorisations have been given for each level of expenditure. Payments were supported by Invoices, expenditure was approved and VAT was appropriately accounted for.	The Council has assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.
Annual Return Section	V	~	
Process	Bookkeeping Arrangements	Councils Financial Regulations have been met in regard to expenditure.	Review of Internal Controls.

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ons Action Planned	N/A	M/A	Nα	N/A	N/A
Recommendations	None	None	None	None	None
Findings	The Annual precept requirement resulted from an adequate budgetary process.	Progress against the Budget was regularly monitored.	The final Outturn was materially in line with expectations.	Expected Income was fully received and properly recorded.	Petty cash was considered to be of an appropriate level with receipts and subsequent authorisations in evidence.
Annual Return Section	Q			ш	
Process	Budgetary Controls (Precept requirement)	Budgetary Controls (Budget monitoring)	The final Outturn is in line with expectations.	Income controls	Petty cash controls

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Action Planned			N/A
Recommendations	I would recommend that the Payroll System is reconciled to the Accounts and Annual Return as soon after the 31st March as is possible. This recommendation is carried forward from last year. I have forwarded a template as an aid to ensuring full reconciliation.	I would recommend that all land on the Asset Register has the appropriate deed number allocated to it. Some have been identified but some haven't.	None
SSCU	Salaries to employees I wand allowances to Sysmembers were paid in an accordance with S1 council approvals. receptive ments were terproperly applied. rec	The Asset register has I w correctly recorded all the material Assets. The appropriate the correct basis of to valuation has been son applied.	Additions in the year have been correctly recorded within the Cash Book and Register
Annual Return Section	o	I	
Process	Payroll controls	Asset Controls	Asset Controls

Action Planned	N/A	N/A	NA
Recommendations	None	Agreed to Cash Book None	None
Findings	Periodic and year- end bank account reconciliations were properly carried out.	Correct accounting basis used and reconciled to the Cash Book. Income & Expenditure	Not applicable. The Parish Council does not operate as a Trustee for any external body.
Annual Return Section		······································	¥
Process	Bank Reconciliations	Accounting Statements	Trust Funds (If applicable)

Action Planned			N/A	N/A	ΔX
Recommendations		Implement as above	None – completed	None – completed	Recommendation carried forward from 2013/14.
Findings	All of the recommendations made in the previous year 2013/14 have not been actioned.	Reconcile Payroll System to, Accounts & Annual Return.	2) Add Column to Asset Register in terms of Insurance Value.	3) Ensure correct descriptive in General Ledger regarding Income & Expenditure Lines.	4) Raise Fidelity Guarantee Insurance to £800,000.
Criteria	Good Practice				
Process	Review of Internal audit action plan has been considered and actioned?				

Process	Criteria	SEUIDUL	Recommendations	Action Planned
External Audit recommendations have been considered and actioned. Qualifications made, if any have been addressed in 2014/15.	Good Practice	All of the recommendations made in the previous year 2013/14 have been actioned. 1) Not all documentation requested by External Audit was forwarded to their satisfaction. 2) Variance Analysis not sufficiently detailed enough for the External Audit. 3) Community Assets should be valued at £1. There were no qualifications to address.	Recommend that these recommendations are addressed this year.	

Financial & Governance Documents ear End Accounts.	Findings Complete & Accurate. Complete & Accurate.	None None	Planned N/A N/A
Contract Contracts	Reviewed in the year. Fidelity Insurance to low.	Complete review if Internal Audit Increase Fidelity Insurance Cover	
	Complete and Accurate. Compete and Accurate.	None	N/A N/A
Ö	Completed	Vone	N/A
ညီ ပ	Reviewed Issues covered. Competed and Accurate.	As Recommended Above None	N/A
္ပင္	Following best practice.	None	N/A
۾ ا	Reviewed and in place.	None	N/A

Action	
Recommendations	I would recommend that a review of the effectiveness of Internal Audit is carried out in conjunction with the review of the report. A template has been forwarded to the Town Clerk. The process should be recorded in the minutes.
Findings	The accounting statements in this annual return present fairly the financial position of the council and its income and expenditure, or properly present receipts and payments, as the case may be.
Criteria	Section 1 of the Annual Return Part 1 of the Annual return is complete and accurate and reconciles to the statement of accounts.
Process	Accounting Statements agreed and reconciled to the Annual Return

Internal Auditors Summary Report

Buckingham Town Council has an electorate in the region of 9,299 and the precept for 2014/15 was set at £527,259. Overall, the Council has sound arrangements in place to satisfy itself that its systems of internal financial control are both adequate and effective. There are approval and authorisation controls and there is a clear audit and management trail for financial transactions.

Phil Hood Arrow Accounting (Internal Audit) 13th May 2015



XXXXXX TOWN/PARISH COUNCIL

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Expected Standard	Evidence of Achievement
1. Scope of internal audit	The scope of audit work includes reference to the risk management processes and internal controls. Terms of reference are set out in the letter of appointment of the internal auditor.
2. Independence	The Internal Auditor has direct access to the RFO and if necessary to the Chairman. The annual report was made by letter addressed directly to Uffington Parish Council and signed personally by the auditor. The auditor does not have any other role in relation to XXXX Parish Council.
3. Competence	The letter received and comments from the internal audit inspection were seen by Parish Council. The internal audit report was discussed by the full Council at the meeting on Tuesday 23 rd June 2009. The Cashbook and the most recent bank statement were available at each Council meeting for inspection and checking. There is no evidence that internal audit work has not been carried out ethically.
4. Relationships	Responsibilities are defined in the job description for the Clerk and RFO and responsibilities for Councillors are stated under risk management. The Clerk and RFO have access via the website to the Governance and Accountability Guide.
Audit Planning and Reporting	The Annual Return was signed on 27 th May 2009 by the Internal Auditor. He has now written to say of his retirement. Two new recommended internal auditors where contacted. After reviewing each one, the Council made the decision at the meeting on Monday 23 rd November 2009 which one to appoint.
Internal audit work	Financial statements and bank reconciliations were produced by the RFO for inspection at Council meetings in April, July, September 2009 and March 2010, these were reviewed by the PC (see Minutes). An analysis of income and expenditure for setting the Precept was produced for review by the PC in Tuesday 12 th January 2010 meeting. Invoices have been checked and the cheque initialled by a Councillor as well as signing the cheques.
Understanding the organisation, needs and objectives	The annual audit plan shows how audit work will provide assurance in relation to the PC's annual governance statement. Accounts are held manually and on the computer.
eing seen as a catalyst for change	Obtaining new quotes for replacing bus shelter glass, broken fences and blocked culverts had resulted in better value for the PC, but experience also pointed to the need for balancing loyalty and good relationships locally with financial considerations on smaller jobs.
Be forward looking	When identifying risks and updating reviews, changes advised by national bodies are incorporated.
Be challenging	In drawing attention to risks and to new possibilities, the PC responds in ways that are appropriate and proportional to the size and budget of a small Parish Council.
Ensure the right resources are available	Finance for internal audit is included under 'administration' when setting the precept The internal auditor has worked for the Audit Commission and fully understands the Parish Council and the legal and corporate framework in which it operates. Accest to all the latest Guidelines is available via the appropriate websites.
Signed:	Responsible Officer Date:
Signed:	Chair Date: