

NEWTON IN THE ISLE

PARISH COUNCIL

Clerk: Pat Wilkinson 24 Fen Road Newton in the Isle PE13 5HT Tel: 01945 870271
Email: parishclerk@newtonintheisle.org.uk

To all Councillors:

You are hereby summoned to attend a meeting of the Newton in the Isle Parish Council to be held on Tuesday 8th May 2018 at 7pm in the Village Hall for the purpose of transacting the following business.

AGENDA

All members are reminded that they will need to declare any personal or prejudicial interest and reason before an item discussed at this meeting under the Model Code of Conduct Order 2001 No 3576

1. Apologies
- 7.00 2. Annual Meeting Standing Items
 - a) election of Chairman and delivery of Chairman's acceptance of office form
 - b) Election of Vice Chair delivery of Vice Chairman's acceptance of office form
 - c) Review of terms of reference of the Planning Committee confirmation of membership for the municipal year
 - d) Review of allocation of portfolio responsibilities.
 - e) Review of inventory of land and asset
 - f) Review of council's subscription to other bodies
 - g) Review of council's procedures for handling requests made under the Freedom of Information Act 2000 and the Data Protection Act 1998
- 7.30 3. Public Forum (10 minutes)
- 7.40 4. Chairmans Announcements
- 7.50 5. Minutes of previous meeting- amendment
 - b) Matters arising
- 7.55 6. County and District Councillors Reports
7. Police Matters- Helen Norton-Smith March/April
- 8.05 8. Reports for information previously circulated
 - a) Highways/ LHI Bid – Cllr Clark
 - b) Village Hall - Cllr Gibbs
 - c) Ribbon of Poppies update – Cllr Gibbs
 - d) Correspondence Clerk

Signed by clerk Pat Wilkinson

- 8.10 9. Finance
- a) Approval of payments/ account status
 - b) Confirm arrangements of insurance cover
 - c) Internal Audit Report 2018 and recommendations
 - d) Reserve Account
 - e) Approval of Certificate of Exemption
 - f) Approve Annual Governance Statement
 - g) Approve the Accounting Statement
- 8.30 10. Items for Decisions
- a) Councillor vacancy
 - b) Allotments - Cllr Gibbs
 - c) Parish Charities- Cllr Gibbs
 - d) Play equipment inspection report – Cllr Gibbs
 - e) Cllr to check play equipment for May/June
 - f) Street lighting contract decision arrange special meeting for decision by 22 June
(See attached letter)
- 8.50 11. Confirmation of date and time of next meeting Tuesday July 10th
- Followed by Planning meeting**

NB: Please consider nominations for Chairman and Vice Chair

Signed by clerk Pat Wilkinson

Newton-in-the-Isle Parish Council

Planning Committee Terms of Reference

Objective

- i. Newton-in-the-Isle Parish Council is a statutory consultee in respect of planning applications received by Fenland District Council relating to the Parish of Newton-in the-Isle.
- ii. The Planning Committee is constituted to consider and respond to planning applications and other planning consultations on behalf of the Parish Council.
- iii. All matters relating to the Planning Committee will be governed by, and conducted in accordance with, the Parish Council's Standing Orders.

Membership

- i. Membership will comprise no more than five members of the Parish Council elected annually at the Annual Meeting of the Council.
- ii. The Chairman and Vice Chairman of the Council will be *ex-officio* members of the Planning Committee.
- iii. A quorum will consist of three members of the Committee.
- iv. The Chairman and Vice Chairman of the Committee will be elected by the Committee at its first meeting after the Annual Parish Council meeting.

Meetings

- i. The Committee will meet on at least three occasions each year.
- ii. The Clerk will compile a calendar of meeting dates.
- iii. The Chairman or the Clerk may call additional meetings at any time to enable any relevant matter to be considered within designated timescales.
- iv. A minimum of three clear days notice must be given for each meeting.
- v. The Committee will ensure that all correspondence received by the Clerk prior to the meeting from all relevant parties is considered at the meeting.

Decisions

- i. Minutes of all meetings will be compiled by the Clerk and distributed to the members of the Committee.
- ii. A record of all planning applications, together with the responses and eventual outcome, will be reported to the Parish Council and noted in the Council's minutes.
- iii. The Clerk will communicate the Committee's decision in respect of each application considered to Fenland District Council within the designated consultation period.

Review

These Terms of Reference are to be reviewed annually at the Annual Meeting of the Council.



Information available from Newton-in-the-Isle Parish Council under the model publication scheme

Information to be published	How the information can be obtained	Cost
Class 1 - Who we are and what we do (Organisational information, structures, locations and contacts)		See Schedule
Who's who on the Council and its Committees	Website or hard copy	
Contact details for Parish Clerk and Council members (named contacts where possible with telephone number and email address (if used))	Website or hard copy	
Class 2 – What we spend and how we spend it (Financial information relating to projected and actual income and expenditure, procurement, contracts and financial audit) Current and previous financial year as a minimum		See Schedule

Annual return form and report by auditor	Website or hard copy	
Finalised budget	Website or hard copy	
Precept	Website or hard copy	
Financial Standing Orders and Regulations	Website or hard copy	
Grants given and received	Website or hard copy	
<p>Class 3 – What our priorities are and how we are doing (Strategies and plans, performance indicators, audits, inspections and reviews)</p> <p>Current and previous year as a minimum</p>		See Schedule
Parish Plan (current and previous year as a minimum)	Website or hard copy	
Annual Report to Parish Meeting (current and previous year as a minimum)	Website or hard copy	
<p>Class 4 – How we make decisions (Decision making processes and records of decisions)</p> <p>Current and previous council year as a minimum</p>		See Schedule
Timetable of meetings (Council and any committee/sub-committee meetings and parish meetings)	Website or hard copy	
Agendas of meetings (as above)	Website or hard copy	

Minutes of meetings (as above) – n.b. this will exclude information that is properly regarded as private to the meeting.	Website or hard copy	
Reports presented to council meetings – n.b. this will exclude information that is properly regarded as private to the meeting.	Website or hard copy	
Responses to consultation papers	Website or hard copy	
Responses to planning applications	Website or hard copy	
Class 5 – Our policies and procedures (Current written protocols, policies and procedures for delivering our services and responsibilities) Current information only		See Schedule
Policies and procedures for the conduct of council business: Procedural standing orders Committee and sub-committee terms of reference Delegated authority in respect of officers Code of Conduct Policy statements	Website or hard copy	
Policies and procedures for the provision of services and about the employment of staff: Internal instructions to staff and policies relating to the delivery of services Equality and diversity policy Health and safety policy Recruitment policies (including current vacancies)	Work in progress	

Policies and procedures for handling requests for information Complaints procedures (including those covering requests for information and operating the publication scheme)		
Information security policy	Work in progress	
Records management policies (records retention, destruction and archive)	Work in progress	
Data protection policies	Work in progress	
Schedule of charges (for the publication of information)	Work in progress	
Class 6 – Lists and Registers		See Schedule
Currently maintained lists and registers only		
Assets register	Website or hard copy	
Register of members' interests	Website or hard copy	
Class 7 – The services we offer (Information about the services we offer, including leaflets, guidance and newsletters produced for the public and businesses)		See Schedule
Current information only		
Allotments	Website or hard copy	
Parks, playing fields and recreational facilities	Website or hard copy	
Seating, litter bins, clocks, memorials and lighting	Website or hard copy	

Bus shelters	Website or hard copy	
Additional Information This will provide Councils with the opportunity to publish information that is not itemised in the lists above		

Contact details:

Mrs P Wilkinson
 Clerk to the Parish Council
 24 Fen Road
 Newton-in-the-Isle
 Wisbech
 PE13 5HT

01945 870271
 Monday – Friday
 9.30 to 4.30

Adopted by the Parish Council on 15th January 2018

SCHEDULE OF CHARGES

This describes how the charges have been arrived at and should be published as part of the guide.

TYPE OF CHARGE	DESCRIPTION	BASIS OF CHARGE
Disbursement cost	Photocopying @ 10p per sheet (black & white)	Actual cost
	Postage	Actual cost of Royal Mail standard 2 nd class

NEWTON IN THE ISLE

PARISH COUNCIL

Minutes of Parish Council Assembly held on Monday 12th March 2018 at 7pm in the Village Hall

Present

Cllr's D Gibbs (Chairman), J Hoyles, S Clark (Vice Chairman), R Moore, C Seaton (FDC), S King (CCC) and P Wilkinson (Clerk). Also present Mr Peter Terry, PJ Developments.

2. Apologies

Cllr's D Smith, R Sloan, J Kooreman, Cllr M Humphrey (FDC) and PCSO Helen Norton-Smith. Visitors were welcomed to the meeting.

3. Minutes from the previous Parish Assembly

Held on Monday 6th March 2017 there were no queries raised from this meeting, the minutes were accepted as a true record and signed by Chair.

The Chairman welcomed residents to the meeting and explained a number of issues the Council dealt with during the year, potholes were monitored and reported regularly along with fly tipping which was becoming quite a problem with a number of incidents occurring in the Parish. Trees and street lighting were also regularly monitored. The Parish street lights were in the process of being upgraded and were now awaiting a new contractor to be appointed by FDC (Fenland District Council) to continue the process. The Parish Council were in touch on a regular basis with CCC (Cambridgeshire County Council), FDC, the police and CCC Highways who dealt with queries raised in the Parish.

Residents could contact the Council via the Newton website with any queries or observations that they may have. A Public Forum (ten minutes) for raising concerns was also available at the commencement of each Parish Council meeting.

The Annual Report would be produced in the summer and circulated to residents.

There were a number of projects in which residents could participate, Street Pride, Speedwatch and the Winter Road Watch, for further information contact the Chairman.

4. Residents queries.

A number of questions were put forward.

Q. Are records kept on Fly tipping etc?

A. No separate records were retained, although the Council was aware of incidents and they were reported to the appropriate department at Fenland. Fly tipping had been a considerable problem recently with 150 car tyres being deposited within the village.

Q. Church Road was in need of repair due to pot holes etc when was the road likely to be resurfaced?

A. Patching was likely but no road improvements were scheduled in the near future. A new more efficient machine to repair potholes was now being used.

Q. If more building developments were to take place the roads would be further damaged by heavy builders traffic, what precautions would be made?

A. This would need to be taken into account by the contractors.

Q. Was there any emergency fund available to keep lorries out of secondary roads?

A. Replacement signage had been ordered to prevent lorries using Chapel Lane. Alternative routes were very difficult and often not viable due to additional distance, i.e. via Sutton Bridge. Cllr Gibbs was to discuss the problem with the new Police Inspector in a few days' time.

Q. A resident queried a statement in the minutes of March 2017 council meeting which stated *that work on a tree in the Playing Field had been completed*. The resident proclaimed that the statement was incorrect and untrue, that further work had recently taken place.

A. The Chair explained that statements made during meetings were recorded as an accurate record of what had been said during that meeting. The minutes stated that the work had been completed and during the meeting at which the statement was made the recorded statement was correct.

Q. Was it possible to investigate internet coverage to give a stronger signal by using a high point such as the water tower or church?

A. The Council would investigate further.

5. No Further Business

Meeting closed at 7.24pm. All residents were invited to attend the full meeting.

NEWTON IN THE ISLE

PARISH COUNCIL

Minutes of Parish Council held on Monday 12th March 2018 at 7.25 pm in the Village Hall. Following the Annual Assembly.

Present

Cllr's D Gibbs (Chairman), J Hoyles, S Clark (Vice Chairman), R Moore, C Seaton (FDC), S King (CCC) and P Wilkinson (Clerk) also present Mr Peter Terry, PJ Developments. See also residents list.

52/18 Apologies

Cllr's D Smith, R Sloan, J Kooreman, Cllr M Humphrey (FDC) and PCSO Helen Norton-Smith

53/18 The Chairman's Announcements

There were no announcements due to the Parish Assembly. The Chair welcomed the residents and explained that they were there as observers only. Any concerns they may have regarding agenda item 54/18 should be discussed with Mr Terry at the meeting on Saturday 17th March.

54/18 Presentation by Peter Terry, P J Developments Ltd re Colvile School site

Mr Terry put forward a proposal of 36 sheltered retirement apartments with 16 parking places, landscaping and a community shop if required. The apartments comprised of 15 one bed and 21 two bed apartments. He circulated artists impressions of the proposed development. A meeting had been arranged for residents on Sat 17th March from 1 to 4pm in the Village Hall to inspect the site plans and to discuss any issues arising from the proposed development. Notices of the meeting would be distributed throughout the village to all residents. Councillors were concerned that there may be issues raised by the Planning Department regarding Flood Zone, however there were already houses adjacent to the proposed site on two sides. At this time no further information was available. The Chairman thanked Mr Terry who then left the meeting at 7.40pm. A number of residents also left.

55/18 a Minutes of the previous meeting –

Were approved and signed as a true record.

Minutes from the Planning meeting 31st January were also accepted as a true record and signed.

b) No matters arising.

56/18. County and District Councillors Reports

Councillor Chris Seaton stated FDC had approved a rise of 1.98% in the Council Tax. With a 4.6% rise overall, FDC had kept their increase to a minimum due to rises in other areas. He again stated that he was always willing to assist with any queries the council may have.

Councillor King stated that an additional amount in Social Care increased the tax as a need to maintain the service. Highways Infrastructure were considering ways of reducing serious road accident figures of 44% since 2015. The decision on the LHI Bid would be available the following day March 13th. He stated that due to the huge cost of resurfacing roads Highways infrastructure were looking at different ways to carry out repairs. A query was raised regarding top dressing the High Road this may be included in the Highways Capital Programme for 2019/20. Cllr King was also prepared to take any queries back to CCC. Cllr King then gave his apologies as he had another meeting and left at 7.55pm

57/18 Police Reports

These were previously circulated to the Cllrs. January report - two burglaries

February report - Theft from motor vehicle and criminal damage.

The Chair was concerned that these reports were not very explicit and other crimes that had taken place were not included in the reports

The Clerk had invited PCSO Helen Norton Smith who has sent her apologies as she was working. The clerk had arranged to send on dates of the years meetings.

Cllr Clark stated the PCSO had visited Kinderley School to talk to the children about Road Awareness and Anti-Social Behaviour.

58/18 Reports for information previously circulated

a) Highways/ LHI Bid.

The total cost of the LHI Bid for 2017/18 for the footway from Newton Hall to Common Cottages cost more than was expected, total Parish Council cost of £1500. This was previously thought to cost £1300. The LHI Bid for 2018/19 should be decided on March 13th

Potholes continued to be monitored and reported. Fly tipping still causing concerns with a further number of tyres deposited and other refuse discarded in Mill Lane.

b) Village Hall

Sunday lunches had raised £1250 resulting in committee being nominated for Pride of Fenland Award. The number of watercolour classes had been reduced. It was hoped to run another course later. The boiler had now been repaired taking 32 days.

c) Rights of Way

Report stated serious issues of dog fouling both in the playing field and on a number of pathway through the village. FDC were to commence a new campaign on dog fouling.

d) Correspondence/ Lighting/Finance

A number of emails forwarded to Cllr's (see report).

Street lighting- Update on tender document for future street lighting repairs and maintenance. R&M and energy costs with proposed service details shared with Parishes by 27 April, with Parish Councils response by 18th May 2018, Agenda item May for discussion.

e) Planning Sub-Committee

F/YR18/0026/0 – Erection of dwelling (Outline applications with all matters reserved) land East of 15a Goodens Lane. Newton in the Isle

F/YR18/0039/F- Erection of 3x2 storey dwellings comprising of 2x2-beds and 1x3 bed and change of use of land a vegetable garden Plot 1 at Land East of Chartwell House School Goodens Lane Newton in the Isle.

F/YR18/0085/O - Erection of up to 4 x dwellings involving the formation of 3 x accesses (Outline application with matters committed in respect of access) Land North of Tewinbury House Mill Lane Newton-In-The-Isle Cambridgeshire

Ref; F/YR17/1196/0. An application for the erection of up to 3 x dwellings involving the formation of a new access (Outline with matters committed in respect of access) at Land East of Fra Jen Fitton End Road Newton-In-The-Isle Cambridgeshire.

59/18 Finance

a) Approval of payments/ account status

Two invoices received- Cambs County Council £1500 for LHI Bid 2017/18 – cheque number 100590 Village Hall rent of £30 including £20 for Council meeting and £10 for planning meeting. - Cheque number 100591 Councillors approved both payments

Rospa Playsafe quote received for annual playground checks £66.50 plus vat any additional items £3.50 each. Cllrs agreed. This would be carried out in April or May.

i. Resolved to approve payment of two invoices, cheque no 100590 for £1500 to Cambridgeshire County Council for LHI Bid, and cheque no 100591 to Village Hall for £30 All Cllrs approved payment

Community Account following payment of two cheques account stands at £7959.87

Reserve account £5196.81 including £2.59 interest, £3500 earmarked for lighting, leaving £1696.81 unallocated.

b) Budget 2018

Copies of the present year's budget and a draft of the budget for 2018/19 were circulated.

Expected £7959.87 carry forward to 2018/19

c) Reserve Account -Stands at £1696.81 plus the earmarked £3500. By transferring £4303.19 from the Community account into the Reserves account to comply with the Reserve Statement. The account would then stand at £9500. Including the earmarked £3500 for street lighting upgrades. Leaving an expected carry forward in the Community Account of £3656.68.

ii. Resolved to approve a transfer of £4303.19 into the Reserve Account from the Community Account to achieve the Reserve Statement of £6000.00 leaving an expected carry forward in the Community Account of £3656.68 for the 2018/19 budget. All Councillors approved the transfer

60/18 Items for Decision

a. Ribbon of Poppies

Chairman stated that to mark the centenary of the First World War the council were invited to participate in the commemoration by planting poppies in an area of the Playing field. It was suggested that the children from school would be asked to participate in the planting. The ground would need preparing. A planter could be installed around the village sign and further poppies planted, and a bulk order of poppy seeds to be purchased. It was agreed. A total budget of £100.

iii. Resolved to approve a budget of £100 towards the planting of poppies in commemoration of the First World War. All councillors approved the scheme.

b. Allotment Vacancies

Cllr Sloan was absent from the meeting; Draft copies of the new agreement were circulated to Cllrs ready to discuss as an agenda item at the May meeting. Clerk to email copies to absent Cllrs.

c. Playing Field Inspections

Cllr Moore completed inspection, Small amount of graffiti in shelter. Small branches due to bad weather needed removing from field. Cllr Gibbs to contact the Community Payback Team to remove debris.

d. Playing Field checks

Cllr Gibbs to complete checks for March/April

61/18 Adopt Governance and Risk Assessment Register.

Copies were circulated prior to the meeting; the document was discussed and no amendment were considered necessary.

iv. Resolved to re adopt Governance and Risk Assessment Register. Councillors all agreed no changes were necessary. And agreed to readopt the document.

62/18 Any other Business

- a. Kinderley Headteacher had sent her verbal thanks for the donation toward books for the school library
- b. Concerns expressed at the amount of rubbish in the dyke at Roman Bank. Cllrs were to consider writing a letter expressing their concerns to the land owner. Cllr Gibbs to investigate ownership.

63/18 Dates of next meetings

Day of meeting rearranged to a second Tuesday in the month

Tuesday 8th May - AGM

Tuesday 10th July

Tuesday 11th September.

Tuesday 13th November

2019

Tuesday 8th January

Tuesday 12th March - Parish Assembly

Meeting closed at 8.40pm, Followed by Planning meeting. Cllr Clark left at this point.

NEWTON PARISH COUNCIL

POLICE MONTHLY UPDATE - MARCH 2018

Dear Councillors,

Please find the Police update for March

You can contact the Wisbech Neighbourhood Policing Team on :-

Wisbech.NPT@cambs.pnn.police.uk

However crimes cannot be reported via this media, crimes and incidents must be reported using 101 non emergency or 999 in an emergency.

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I Would like to take the opportunity to wish everyone a Happy Easter, and hope that you have all had an enjoyable Easter weekend.

After speaking with several residents and councillors of Newton-in-the-isle, it was brought to my attention that there had been a few issues and concerns with some children which included riding their bicycles in the roads, dodging traffic and not paying due care and attention. I have attended the neighbouring village of Tydd St Giles, and I have spoken with all of the children at the primary school with permission from the head teacher. I have given advice on various topics, which included road safety, respect for others, criminal damage and theft. Hopefully the children will have taken on board some of the information, and that this may alleviate some of the issues that the residents have experienced.

I have been unable to undertake Speed Enforcement Patrols with Special Sergeant Andy Thompson during March due to Andy's work commitments, but we have arranged another date for the month of April. If you are aware of any particular areas or streets in Newton-in-the-isle that are of concern, please let me know, and we will endeavour to undertake patrols in those areas.

The next Community Contact Point will be held in The Cage at Parson Drove on Wednesday 11th April at 1.30pm – 3.30 pm, where I will be in attendance with Rosie Cook from Fenland District Council. We will be there to talk to everyone and to discuss any issues or concerns that you may have in the area where you live and work. Please come along if you are able to, as we would love to see everyone. If you would rather hold a Community Contact Point in Newton-in-the-isle, please get in touch, and we can make some arrangements. If you are not able to attend the Parson Drove Community Contact Point, but would still like to complete a survey, they can be completed online via <https://www.surveymonkey.co.uk/r/WisbechCommunitySafety>. Results from these surveys will be used to identify the local policing priority for the following 6 months.

CRIMES REPORTED IN THE NEWTON-IN-THE-ISLE AREA MARCH 2018

1 X Theft

Crime statistics can also be found on the following websites:-

www.cambs.police.uk/help/crimemaps/

www.ukcrimestats.com/Police_Force/Cambridgeshire_Constabulary

If you have any information about the above, or any other crime, please contact the police on 101, or 999 in the event of an emergency.

GENERAL CONCERNS

There have been several reports in the rural villages of Wisbech of males acting suspiciously, walking up and down the same street, and some have been seen driving a transit van. Some males have actually been seen looking around properties and then asking the occupiers if they have any items to sell. Some of the items that have been stolen include a horsebox, cable reel, red diesel, scrap metal and garden machinery.

There have also been reports of thefts of snowdrop bulbs in the rural areas, where several thousand bulbs have been stolen at any one time.

Please remain vigilant at all times, and report any matters to the Police.

I am continuing with regular rural patrols to try to combat some of the issues.

Kind regards

PCSO 7160 Helen Norton-Smith

Wisbech Police Station

Helen.norton-smith@cambs.pnn.police.uk

NEWTON PARISH COUNCIL

POLICE MONTHLY UPDATE - APRIL 2018

Dear Councillors,

Please find the Police update for April

You can contact the Wisbech Neighbourhood Policing Team on :-

Wisbech.NPT@cambs.pnn.police.uk

However crimes cannot be reported via this media, crimes and incidents must be reported using 101 non emergency or 999 in an emergency.

.....

I would like to apologise for the delay in sending out the report, but I have only today returned from some unexpected leave.

I am working closely with Fenland District Council to combat some of the issues and concerns which were raised at the last Community Contact Event which was held in Parson Drove. One of the three main concerns raised was speeding through the rural villages. This appears to be one of the main concerns throughout all of the rural villages, and in order to try and combat this problem, we undertake speed enforcement patrols whenever possible. During April, Special Sergeant Andy Thompson and I held a day of action, where we were successful in issuing 8 tickets to drivers for driving at excessive speed, we dealt with one driver for having no driving licence, and a further driver for having no insurance. A further 10 drivers were also spoken to, and given words of advice on speed awareness. Out of the 20 incidents, 19 of those involved were local residents.

We are actively seeking volunteers who may be interested in setting up their own Speedwatch Group. We require 4 or 5 volunteers who have some spare time and are willing to undertake some training on using the equipment. If you know of anyone who may be interested, or would like some further information on this matter, please let me know.

If you would like to hold a Community Contact Event in Newton-in-the-isle in order to discuss any issues or concerns you may have in your village, please let me know. If you do not want to hold an Event, but would still like to have your say, matters can be raised online via <https://www.surveymonkey.co.uk/r/WisbechCommunitySafety>.

The children have returned to school this month after the Easter break, and I have recommenced patrols during the start and finishing times of the schools to speak to the children, parents and staff, and also to address any issues or concerns they may have.

We have had numerous reports of shed burglaries in the rural areas of Wisbech. It is the time of year when summer is on the horizon, and thieves are on the lookout for gardening equipment. Lawnmowers are amongst the top items being stolen. Some reports have stated that suspicious vehicles have been seen in the locations of the thefts prior to the items being taken. Please remain vigilant at all times, and if you see anyone acting suspiciously, please report it to the police.

CRIMES REPORTED IN THE NEWTON-IN-THE-ISLE AREA APRIL 2018

1 x Theft from motor vehicle

Crime statistics can also be found on the following websites:-

www.cambs.police.uk/help/crimemaps/

www.ukcrimestats.com/Police_Force/Cambridgeshire_Constabulary

If you have any information about the above, or any other crime, please contact the police on 101, or 999 in the event of an emergency.

GENERAL CONCERNS

Fly tipping – fly tipping is on the increase, and whilst doing regular police patrols, I have noticed rubbish being dumped all over Wisbech and the surrounding villages. If you see anyone fly tipping, please report this to Fenland District Council. During April whilst out on Patrol, we caught a fly tipper red handed, and this person was immediately reported to FDC to be dealt with.

Dog fouling was also highlighted at the last Community Contact event as being one of the top three concerns. If you have any issues regarding dog fouling in Gorefield, please contact FDC who are responsible for such matters, and have protocols in place to enable them to deal with this.

Kind regards

PCSO 7160 Helen Norton-Smith

Wisbech Police Station

Helen.norton-smith@cambs.pnn.police.uk

Agenda Item No.	8(a)	NEWTON <small>IN THE</small> ISLE PARISH COUNCIL
Meeting Date	8 th May 2018	
Report Title	Highways	

- 1. Purpose of Report** An update on highways since last meeting.

- 2. Key Issues** Potholes have been repaired in church lane and Rectory RD
I have reported other potholes in the village these have been marked and are waiting repair.
There is a problem with the drain along the high Road.
Myself and the chairman have looked at this issue and this Needs to be discussed at the next meeting.

- 3. Recommendations** The drain issue to be discussed at the meeting

Report Author	Cllr Samantha Clark
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Agenda Item No.	8(b)	NEWTON IN THE ISLE PARISH COUNCIL
Meeting Date	8 th May 2018	
Report Title	Village Hall	

1. Purpose of Report

To update the Parish Council regarding the management of the Village Hall.

2. Key Issues

At the end of the 2017/18 financial year, the Village Hall accounts showed a profit of £338.86. This is only the second time in the past 10 years that the Hall has achieved an operating profit. Bookings for the year totalled 166, an average of over 3 per week, with more than 3,000 people attending. Of these, 44 events were organised by the Village Hall Management Committee, with almost 1,000 people attending.

The Management Committee was nominated for an award in the Group, Club, Organisation or Charity Benefiting the Community category of the Pride in Fenland awards for the Sunday Lunches, Coffee Mornings and Afternoon Teas. Jill Nursey was also nominated in the Volunteer in the Community category for her role in preparing and coordinating the Sunday Lunches and was awarded the runners-up prize.

We are still experiencing problems with the boiler, but hope to resolve them shortly. It is working at present, but has been unreliable.

Our most recent fundraising event was a Bingo night in April, which raised a modest profit. Our next event will be a Pub Night, at which we hope to ascertain whether or not there is demand for this as a regular social event.

We have received a donation of paperback books and are now collecting more, with a view to establishing a bookswap library for visitors to the Hall.

Finally, we are revamping our Welcome Packs that are given to all new arrivals in the village. New information is being added to the packs and we are considering alternatives to the coffee, tea and biscuit gifts.

3. Recommendations

The Parish Council notes the report.

Report Author	Cllr Dave Gibbs
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Agenda Item No.	8(c)	NEWTON IN THE ISLE PARISH COUNCIL
Meeting Date	8 th May 2018	
Report Title	Ribbon of Poppies	

1. Purpose of Report

To update members on the Ribbon of Poppies project to commemorate the centenary of the cessation of hostilities in the First World War.

2. Key Issues

At the March meeting, the Council agreed to participate in the Ribbon of Poppies initiative, by planting poppies in the Playing Field and around the village sign.

Other potential sites are still being identified and residents are invited to participate by planting poppies in their front gardens.

Cllr Clark has discussed the project with the Head Teacher at Kinderley School and it is hoped that some of the children will be able to assist with the planting.

Mr Kublik has offered to prepare the ground for sowing and to roll it afterwards to assist with germination.

A supply of poppy seed has been purchased, but due to the inclement weather, it has not been possible to sow it yet. It is anticipated that the sowing will take place before the meeting, at which an update will be provided.

3. Recommendations

The Parish Council notes the report.

Report Author	Cllr Dave Gibbs
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Agenda Item No.	8d	NEWTON IN THE ISLE PARISH COUNCIL
Meeting Date	May 8 th 2018	
Report Title	Clerk Report Correspondence	

1. Purpose of Report

Update on Correspondence.

2. Key Issues Correspondence

Emails

NALC newsletters

Rural Services Bulletins- including Housing Spotlight

Public Sector newsletters

Roundabout repair-wet pour resurfacing from Play Maintain, awaiting completion date

CAPALC New Updated Standing Order Doc

ACRE Project supporting local councils

Acre -Cambridgeshire Village Halls and Community Buildings Conference 2018

The Fulbourn Centre, Home End, Fulbourn, Cambridge CB21 5BS

Wednesday 9 May 2018, 9:30am – 3.00pm

Armed Forces Day June 29th

Resignation letter from Cllr Rodney Sloan

Documentation from Election office re vacancy of Councillor

Calor Gas Supporting Community Grant Scheme

Parish street lighting letter attached discuss as agenda item 10f

3. Recommendations

The Parish Council notes the report

Report Author	Pat Wilkinson Clerk
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Agenda Item No.	9a – 9f	NEWTON IN THE ISLE PARISH COUNCIL
Meeting Date	8 th May 2018	
Report Title	Finance	

1. Purpose of Report- Finance Issues

2. Key Issues

9a Approval of Account Status/ Budget report

£4303.19 was transferred from the Community account into the Savings/reserve account following year end, leaving a carry forward of £3686.68 in the Community account. The account now stands £10,619.16 including Income received since April 1st 2018

1/2 year Precept £6500

1/2 year Council Tax Support Grant (CTSG) £121.50

Vat return from 2017 £340.98

Recycling credit £73.32

Savings/ Reserve account stands at £9500 including the transfer of £4303.19, with £3500 earmarked for Cat 2 lighting leaving the £6000 as recommended in our Reserve Statement.

Invoices received for approval

Rospa Playsafe £84.00 plus vat 16.80 total £100.80

North Level Drainage £39.43

Zurich (Insurance) £586.82 including £70.42 vat total £657.24

Meadow Mania poppy seeds 40.00 plus vat 8.00 total 48.00

Clerks salary £515.75 income tax already paid by clerk £65.60 plus clerk sundries of £44.17 = £559.92

Hall charge £20.

CAPALC affiliation fee £261.67

Total 1687.06

Quote previously approved for Play Maintain invoice due soon for playground repair £431.00 plus vat £86.20 total £517.20

Report Author	Pat Wilkinson Clerk
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Agenda Item No.	10(b)	NEWTON IN THE ISLE PARISH COUNCIL
Meeting Date	8 th May 2018	
Report Title	Allotments	

1. Purpose of Report

To update members on recent developments relating to the Council's portfolio of allotments and to consider proposals for future management of the allotments.

2. Key Issues

Three allotment holders have indicated that they wish to terminate their tenancies at the end of September 2018. The plots in question are the two large plots off the Sutton Road at Four Gotes and one of the small Roman Bank plots.

Looking at the sites individually, there may be interest in the Roman Bank plot, either as a standalone plot or by combining it with an adjoining allotment. The Four Gotes plot totals around 1.2 acres and must be let as a single unit, as access is only available from one end of the site. It is long and narrow and lacks road frontage, so has little value for purposes other than agriculture. There are only five properties in Four Gotes in the parish of Newton-in-the-Isle, so finding a local tenant is unlikely and the poor access, absence of car parking and basic amenities makes it an unattractive proposition for tenants from elsewhere in the parish. With no tenant to maintain it, this land will become overgrown.

The sale of the Four Gotes plot is an option. There are restrictions on the sale of allotments, but the Planning Casework Unit of the Ministry of Housing, Communities & Local Government has advised that these restrictions apply only to land designated as statutory allotment land. This appears not to apply to this plot, due to the nature of the site and its recent history. If it is necessary to secure the approval of the Secretary of State, this would be relatively straightforward, as the criteria requires the applicant to demonstrate that they have made adequate provision for the allotment holders (if any) displaced as a result of the sale. As long as we have more vacant plots than names on our waiting list, permission is likely to be granted.

The Council does not have an agreed policy for dealing with allotment vacancies, as they occur infrequently and there is no formal waiting list. Advertising the vacant plots would provide an indication of the current and future demand for allotments and help to inform the Council's longer term plans. It would also ensure that we comply with the requirements of open government. The Council's website and noticeboard would inform a wide audience, with the Village Hall newsletter as an option to reach every household.

If more than one applicant comes forward for a particular plot, an open and transparent selection process will be required. This could be developed from the new agreement, with applicants being asked to outline their plans.

Report Author	Cllr Dave Gibbs
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The current allotment agreement was drafted internally and fails to address some issues that may arise in the management of the plots. The National Association of Local Councils publishes a model tenancy agreement for councils to adapt, which is more comprehensive and less ambiguous. (Copy attached). This document places more restrictions on allotment holders than the current agreement, so it would require negotiation, rather than imposition for existing tenants. It could be adopted for all new tenancies initially, with existing tenants being migrated onto it over a longer period. This agreement reverts to the traditional definition of an allotment contained in the various Allotments Acts of the early 20th century, so it restricts the use of each tenant's plot to "*the cultivation of fruit, vegetables and flowers for use and consumption by him/herself and his/her family.*" The majority of our plots do not conform to this definition, so an alternative agreement would be required.

The rents currently being charged for the Council's allotments are well below market rates, potentially as low as half. Historically, the rents have not been reviewed on an annual basis, nor benchmarked against other councils. Large increases will always be unpopular, so there is no quick solution to this issue, but new tenancies could be let at a higher rate to reflect the true value of the holdings. An increase of 20% was agreed in July 2017, to take effect from October 2017. A further increase could be considered at July's meeting.

3. Recommendations

The Council:

- a) advertises at the earliest opportunity the availability from October of three allotment plots;
- b) agrees a selection process to allocate vacant allotments in a fair and equitable manner;
- c) adopts the NALC's model agreement where appropriate for all new tenancies and sets a timetable for the transition of applicable existing tenancies onto the new agreement;
- d) identifies an alternative agreement or usage clauses to cover larger plots currently farmed;
- e) explores the possible sale of the Four Gotes land with a view to making a decision at the July meeting; and
- f) reviews the rents charged for all allotment plots at the July meeting.

NALC's TEMPLATE TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT made on the *[insert date]* day of *[insert month]* 20 *[complete]* between *[insert full name of Council]*

of *[insert Council's address]*
(‘the Council’) and *[insert full name of tenant]*

of *[insert tenant's address]* (‘the tenant’) by
which it is agreed that:

1. The Council shall let to the tenant the Allotment Garden situated at *[insert full postal address]* and referenced as *[insert number]* in the Council’s Allotment Register (‘the Allotment Garden’) [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the *[insert date]* day of *[insert month]* 20*[complete]* [and thereafter from year to year] unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £ *[insert amount]* whether demanded or not which shall be payable:

[a] in four equal instalments the first such instalment shall be due on the commencement of the tenancy with subsequent instalments due on:

- *[insert date]* day of *[insert month]*
- *[insert date]* day of *[insert month]*
- *[insert date]* day of *[insert month]*

[and for every year after the first year of the tenancy the first instalment shall be due on the anniversary of the commencement of the tenancy and subsequent instalments due on the same dates as above].

[b] in full on the *[insert date]* day of *[insert month]* 20*[complete]* [and for every year after the first year of the tenancy on the *[insert date]* day of *[insert month]*].

4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by [him/herself] and [his/her] family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.

6. The tenant shall reside within *[insert name of parish/ community/neighbourhood/village/town]* during the tenancy.
7. During the tenancy, the tenant shall :
- a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade;
 - d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - g) not fence the Allotment Garden without first obtaining the Council's written consent;
 - h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - i) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - k) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - l) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant [shaded brown for identification purposes only on the plan attached].
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council.

9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8; or
 - c. the tenant lives more than one mile outside [*insert the name of parish/ community/neighbourhood/village/town*].
12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
15. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
16. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's [Clerk/ Allotments' Manager].

Signed by

.....
The tenant

and

.....[*signature of the Council's Proper Officer*]
[*insert name and job title in capital letters*]
For and on behalf of the Council

Agenda Item No.	10(c)	NEWTON IN THE ISLE PARISH COUNCIL
Meeting Date	8 th May 2018	
Report Title	Parish Charities	

1. Purpose of Report

To understand the role of parish charities and to consider the possibility of establishing a charity for Newton-in-the-Isle.

2. Key Issues

Parish charities play an important role in the lives of many parishes, providing financial support to individuals, organisations and village amenities.

Most of our neighbouring parishes have one or more charities, of varying sizes. Many of these are old charities established through a single donation of money, land or property on the death of a former parishioner. Others originate from philanthropic donations by living individuals. Some from a combination of donors over a period of time. These acts of benevolence, often intended specifically to benefit the poor and needy, created modest funds that have grown in the intervening years, through prudent management and investment, to create substantial grant-making charities.

Legacy giving (leaving money to charity in a will) is worth over £2.8bn each year in the UK, with the majority going to a relatively small number of high profile national charities. The top 0.6% of charities share over 75% of legacy receipts. Local charities are statistically less likely to receive legacies, even where they have played a role in the donor's life. This may, in part, be explained by the availability of extensive persuasive glossy literature from the major charities, encouraging donations to their cause. Smaller charities are less well-equipped to communicate this message, but there is undoubtedly the potential to attract legacies for worthwhile causes. It is also true that many people see local charities as different somehow from their national counterparts, when they are, in simple terms, a smaller version of the same thing.

This would be a long-term project. A new charity would require a period of many years to achieve a level at which it could start to distribute funds, unless a substantial donation is received. The Parish Council has powers under Section 137 of the Local Government Act 1972 to provide an annual donation to a parish charity to contribute to the creation of an endowment fund. Like all fundraising projects, the sooner it starts, the sooner it will realise its potential.

The process of establishing a charitable trust is easy and costs are minimal. The Charity Commission publishes a model governing document, which is attached to this report. Using this document, with the model objects clauses also available from the Charity Commission, a charity could be registered without the need to employ a solicitor. A small number of willing Trustees would be required, with the commitment

Report Author	Cllr Dave Gibbs
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limited to two meetings per year. It would also be necessary to allocate a sum of money, as the charity cannot be registered without a monetary donation. Once these issues have been resolved, a charity could be registered within a few weeks.

3. Recommendations

The Parish Council agrees:

- a) to establish a charitable trust for Newton-in-the-Isle, using the Charity Commission's model trust deed;
- b) to determine the name of the new charity;
- c) to draft objects clauses for approval at the July meeting; and
- d) to identify five people to be invited to become the initial Trustees.



CHARITY COMMISSION
FOR ENGLAND AND WALES

Charitable Trusts: Model Trust Deed

Charitable Trusts: Model Trust Deed (GD2)

A trust is likely to be appropriate where the charity:

- will not have a membership; and
- is unlikely to employ a significant number of staff or carry on any kind of business.

Guidance to consider before you begin

You may find it helpful to begin by reading the following guidance on our website:

- The comprehensive information under Start up a charity.
- Registering as a Charity (CC21). Its checklist of questions will help you to decide how best to set up the charity.
- Choosing and Preparing a Governing Document (CC22). This gives advice on the practicalities of completing the charity's governing document and on the different provisions which may be needed.
- Our guidance The Essential Trustee - What you need to know (CC3), which sets out the basics that all charity trustees need to know.

Next steps

1. Completing the trust deed

Once you have decided to apply to register a charitable trust, please read the trust deed and its accompanying guidance notes carefully.

Some clauses contain blank spaces that you will need to fill in.

The model is intended to be sufficiently flexible to deal with most eventualities. If you want to include special or complex provisions which are not contained in it you should consider asking a solicitor to help you. Please make clear any changes you make and why they are necessary. This will help us to consider your application as quickly as possible. We cannot guarantee to accept every organisation which uses the model trust deed as charitable. We must consider each case separately.

2. After you have completed the model trust deed, please:

- execute the deed - this involves signing and dating it in the presence of a witness - the notes give more detail about this; and
- check whether the deed needs to be stamped by HM Revenue & Customs (see next page under 'Does the deed need to be stamped?')

3. Applying to register

To register a new charity, apply online. (The online application material includes Application for registration - guidance notes.)

Please attach a copy of your final executed trust deed and your signed Trustee Declaration to your application. If you cannot attach these documents to your application please proceed to apply online and we will email you instructions about how to send them to us.

If you cannot apply online, please contact us using the link from our website homepage.

4. How long will it take?

We can normally make a decision in 15 working days if an organisation:

- uses our model wording for its objects (as set out in the Example charitable objects on our website);
- shows that its activities are consistent with the objects;
- shows that any private benefit is incidental and is properly managed; and
- uses our model governing document

Other applications will need closer consideration and so will take longer (especially where the charity's purposes are novel and/or at the boundaries of what is charitable).

Does the deed need to be stamped?

Deeds executed before 1 December 2003 require stamping.

Deeds executed on or after 1 December 2003 but before 13 March 2008 only require stamping if the deed declares trusts over stocks and shares.

Deeds executed on or after 13 March 2008 do not require stamping.

If your Deed needs to be stamped then you should send it (or a certified copy of it) to:

HM Revenue & Customs
Birmingham Stamp Office
City Centre House
30 Union Street
Birmingham
B2 4AR

Further information can be found on the HM Revenue & Customs website (www.hmrc.gov.uk) or by ringing the Stamp Duty helpline: 0845 603 0135.

Notes

First trustees - Insert full names and addresses. (Clause 9 specifies the minimum number of trustees.) The first trustees should be the same people whose signatures are witnessed at the end of this declaration of trust and whose names appear on the Application for charity registration Trustee Declaration. The charity trustees will be subject to a number of legal duties which are set out in our guidance The Essential Trustee: What you need to know (CC3). All prospective charity trustees should read that guidance before taking up office.

Starting Sum - Insert a description of the money or other property held. A trust cannot exist unless there is some money or property that is subject to it. A token sum of money is sufficient to create a charitable trust, but may not be enough to enable the trust to qualify for registration: see Registering as a Charity (CC21).

Clause 2 - The power in this clause can be exercised whenever the trustees think that the charity's interests will be served by changing its name. In general, the Commission will object to a new name only if it infringes the principles set out in section 42 of the Charities Act 2011 (briefly, if the name is too similar to that of another charity, or is in some other way misleading or misrepresentative, or is offensive).

THIS DECLARATION OF TRUST IS MADE

the..... day of20 by

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

(‘the first trustees’)

The first trustees hold the sum of

£
.....

on the trusts declared in this deed and they expect that more money or assets will be acquired by them on the same trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Administration

The charitable trust created by this deed (‘the charity’) shall be administered by the trustees. (In this deed, the expression ‘the trustees’ refers to the individuals who are the trustees of the charity at any given time. It includes the first trustees and their successors. The word ‘trustee’ is used to refer to any one of the trustees.)

2. Name

The charity shall be called

.....
.....

Notes

Clause 5 - Include any of the powers from the following sub-clauses which you consider necessary, numbered in sequence. Some powers are implicit in a charity's objects (for example, if the object is to provide a school, the trustees have an implicit power to acquire premises). Other powers are given by statute, often only if specific conditions are met. For example, the Trustee Act 2000 gives trustees power to acquire and dispose of land, to borrow money in many circumstances, to delegate much of the running of the charity and to invest. However, there are some things that can be done only if the charity's governing document provides express power to do them. It is sensible to set out all the powers that the charity is likely to need, for the avoidance of doubt and to remind trustees of the conditions that have to be met when they exercise those powers.

Clause 5(1) - This sub-clause provides a general power to raise funds through a wide variety of methods including inviting and receiving donations and legacies. The only restriction here is that it does not allow the charity to engage in taxable permanent trading for the purpose of raising funds. Although trading on a small scale is allowed: HM Revenue & Customs provides guidance on the tax treatment of different sorts of trading. If your charity is likely to raise funds from trading, our guidance Charities and Trading (CC35) provides detailed advice. This sub-clause does not prevent trading in order to carry out the charity's object - for example, an educational charity can charge fees for the educational services it provides.

Clause 5(2) - This power is helpful if the trustees wish to acquire property either for use as office premises or functionally (such as a playground or school site). Our guidance Acquiring Land (CC33) contains further guidance on the issue. When the trustees acquire land for the charity, the ownership of the land cannot rest with the charity directly as it has no separate legal identity. The trustees will therefore need to ensure that title to the charity's land is held in the name of individuals, or a company, in trust on behalf of the charity. Typically this can be some or all of the trustees, the Official Custodian for Charities (see The Official Custodian for Charities' Land Holding Service - CC13) or a nominee - see clause 6 notes.

Clause 5(3) - This power enables the charity to dispose of its property. Sections 117 - 122 of the Charities Act 2011 apply to most charities and require trustees to comply with certain conditions to ensure that they dispose of the property for the

5. Powers

In addition to any other powers they have, the trustees may exercise any of the following powers in order to further the objects (but not for any other purpose):

- (1) to raise funds. In exercising this power, the trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- (2) to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;
- (3) to sell, lease or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the trustees must comply as appropriate with sections 117 - 122 of the Charities Act 2011;
- (4) to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed. The trustees must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if they wish to mortgage land owned by the charity;
- (5) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (6) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- (7) to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the objects;
- (8) to create such advisory committees as the trustees think fit;
- (9) to employ and remunerate such staff as are necessary for carrying out the work of the charity;
- (10) to do any other lawful thing that is necessary or desirable for the achievement of the objects.

6. Statutory powers

Nothing in this deed restricts or excludes the exercise by the trustees of the powers given by the Trustee Act 2000 as regards investment, the acquisition or disposal of land and the employment of agents, nominees and custodians.

Notes

best price reasonably obtainable. Our guidance Disposing of Charity Land (CC28) provides more information about this.

Clause 5(4) - This provides the trustees with an explicit power to borrow. It also makes clear that if this power to borrow involves securing the loan on assets of the charity the trustees must comply with the requirements of the Charities Act 2011. Briefly, the Act requires that the trustees take advice and provide certain certificates/statements when they are borrowing money by way of mortgage. Our Operational Guidance Borrowing and mortgages on our website provides detailed information on this.

Clause 5(9) - This power cannot be used to employ trustees as staff. See clause 28.

Clause 6 - The trustees will have the wide powers conferred by the Trustee Act 2000, whether or not they are expressly included in this document. The statutory power of investment requires the trustees to take advice and to consider the need to invest in a range of different investments. Our guidance Investment of Charitable Funds: Basic Principles (CC14) provides more information about charity investments. The powers to employ agents, nominees and custodians is of particular use where a charity wishes to use an investment manager or where it owns land and needs a nominee to hold land on its behalf - see note to clause 5(2).

Clause 7 - The trustees are responsible for supervising the activities of their delegates.

Clause 9 - Insert the number of trustees in the square brackets. Unless the charity is to be administered by a company, we recommend that there are at least three trustees. This will help with the quality of decision making and the sharing of the responsibilities and duties that attach to trusteeship. (There must be at least two trustees to give a receipt for capital.) Refer also to clause 12 of the deed about trustee numbers. We would recommend that trustees are appointed for a fixed term and if you choose this option, delete the square brackets and complete the number for the term of years. If the appointment is not to be for a fixed term, delete the text in the square brackets.

7. Delegation

- (1) In addition to their statutory powers, the trustees may delegate any of their powers or functions to a committee of two or more trustees. A committee must act in accordance with any directions given by the trustees. It must report its decisions and activities fully and promptly to the trustees. It must not incur expenditure on behalf of the charity except in accordance with a budget previously agreed by the trustees.
- (2) The trustees must exercise their powers jointly at properly convened meetings except where they have:
 - (a) delegated the exercise of the powers (either under this provision or under any statutory provision), or
 - (b) made some other arrangements, by regulations under clause 22.
- (3) The trustees must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

8. Duty of care and extent of liability

- (1) When exercising any power (whether given to them by this deed, or by statute, or by any rule of law) in administering or managing the charity, each of the trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have ('the duty of care').
- (2) No trustee, and no one exercising powers or responsibilities that have been delegated by the trustees, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

9. Appointment of trustees

- (1) There must be at least [] trustees. Apart from the first trustees, every trustee must be appointed [for a term of years] by a resolution of the trustees passed at a special meeting called under clause 15 of this deed.
- (2) In selecting individuals for appointment as trustees, the trustees must have regard to the skills, knowledge and experience needed for the effective administration of the charity.
- (3) The trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each trustee.

Notes

Clause 9(4) - Our guidance Finding New Trustees - What charities need to know (CC30) provides guidance on effective methods of recruiting new trustees. This includes advice on what information to provide new trustees with - in addition to (a) and (b) here, the trustees might wish to provide a copy of the minutes covering the previous year's meetings.

Clause 9(5) - The first trustees are those individuals named at the beginning of this deed. There is no need to include sub-clause (5) if the trustees will continue in post until they retire. There are, however, benefits in including fixed periods of appointment, not least by ensuring that the appointments are regularly reviewed. If this sub-clause is included, we recommend that you 'stagger' the terms of office of the first trustees to ensure that they do not all go out of office at the same time. For example, if there are three trustees, one might be appointed for five years, one for four years and one for three years.

Clause 11(1) - Our guidance Finding New Trustees - What charities need to know (CC30) explains what sections 178 and 179 of this Act covers. In very broad terms, someone who has been convicted of offences involving deception or fraud, or who is an undischarged bankrupt or who has been removed from office as a trustee by us will be disqualified for acting as a trustee.

- (4) The trustees must make available to each new trustee, on his or her first appointment:
 - (a) a copy of this deed and any amendments made to it;
 - (b) a copy of the charity's latest report and statement of accounts.

- (5) The first trustees shall hold office for the following periods respectively:
 -
 -
 -
 -
 -
 -
 -

10. Eligibility for trusteeship

- (1) No one shall be appointed as a trustee:
 - (a) if he or she is under the age of 18 years; or
 - (b) if he or she would at once be disqualified from office under the provisions of clause 11 of this deed.

- (2) No one shall be entitled to act as a trustee whether on appointment or on any re-appointment as trustee until he or she has expressly acknowledged, in whatever way the trustees decide, his or her acceptance of the office of trustee of the charity.

11. Termination of trusteeship

A trustee shall cease to hold office if he or she:

- (1) is disqualified for acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 or any statutory re-enactment or modification of that provision;
- (2) in the written opinion, given to the charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
- (3) is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated; or
- (4) notifies to the trustees a wish to resign (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings).

Notes

Clause 13 - We provide guidance on meetings in our guidance Charities and Meetings (CC48).

Clause 14 - Insert the name of one of the first trustees who will call the first meeting. 'Clear days' does not include the day on which the notice would be received by the trustee or the day on which the meeting is held. Section 332 of the Charities Act 2011 sets out how notice may be given by post. In broad terms, the charity may send notice to each trustee at the UK address held in the charity's records: no notice is required for trustees living outside the UK. The notice would be regarded as being received on the day when 'in the ordinary course of post' it is expected to arrive: so a first class letter should be expected to arrive 1 day after posting and that is the day on which the notice would be regarded as being received.

12. Vacancies

If a vacancy occurs the trustees must note the fact in the minutes of their next meeting. Any eligible trustee may be re-appointed. If the number of trustees falls below the quorum in Clause 17(1), none of the powers or discretions conferred by this deed or by law on the trustees shall be exercisable by the remaining trustees except the power to appoint new trustees.

13. Ordinary meetings

The trustees must hold at least two ordinary meetings each year. One such meeting in each year must involve the physical presence of those trustees who attend the meeting. Other meetings may take such form, including videoconferencing, as the trustees decide provided that the form chosen enables the trustees both to see and to hear each other.

14. Calling meetings

The trustees must arrange at each of their meetings the date, time and place of their next meeting, unless such arrangements have already been made. Ordinary meetings may also be called at any time by the person elected to chair meetings of the trustees or by any two trustees. In that case not less than ten days' clear notice must be given to the other trustees. The first meeting of the trustees must be called by or, if no meeting has been called within three months after the date of this deed, by any two of the trustees.

15. Special meetings

A special meeting may be called at any time by the person elected to chair meetings of the trustees or by any two trustees. Not less than four days' clear notice must be given to the other trustees of the matters to be discussed at the meeting. However, if those matters include the appointment of a trustee or a proposal to amend any of the trusts of this deed, not less than 21 days' notice must be given. A special meeting may be called to take place immediately after or before an ordinary meeting.

16. Chairing of meetings

The trustees at their first ordinary meeting in each year must elect one of their number to chair their meetings. The person elected shall always be eligible for re-election. If that person is not present within ten minutes after the time appointed for holding a meeting, or if no one has been elected, or if the person elected has ceased to be a trustee, the trustees present must choose one of their number to chair the meeting.

The person elected to chair meetings of the trustees shall have no other additional functions or powers except those conferred by this deed or delegated to him or her by the trustees.

Clause 19 - This reflects good practice on managing conflicts of interests and loyalties.

Clause 20 - This reduces the risk of trustees' decisions being declared invalid for purely technical reasons.

17. Quorum

- (1) Subject to the following provision of this clause, no business shall be conducted at a meeting of the trustees unless at least one-third of the total number of trustees at the time, or two trustees (whichever is the greater) are present throughout the meeting.
- (2) The trustees may make regulations specifying different quorums for meetings dealing with different types of business.

18. Voting

At meetings, decisions must be made by a majority of the trustees present and voting on the question. The person chairing the meeting shall have a casting vote whether or not he or she has voted previously on the same question but no Trustee in any other circumstances shall have more than one vote.

19. Conflicts of interests and conflicts of loyalties

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the charity or in any transaction or arrangement entered into by the charity which has not been previously declared; and
- (2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

20. Saving provisions

- (1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of the charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:
 - (a) who is disqualified from holding office;
 - (b) who had previously retired or who had been obliged by this deed to vacate office;
 - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise

if without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

- (2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for sub-clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 19 (Conflicts of interests and conflicts of loyalties).

21. Minutes

The trustees must keep minutes, in books kept for the purpose or by such other means as the trustees decide, of the proceedings at their meetings. In the minutes the trustees must record their decisions and, where appropriate, the reasons for those decisions. The trustees must approve the minutes in accordance with the procedures, laid down in regulations made under clause 22 of this deed.

22. General power to make regulations

- (1) The trustees may from time to time make regulations for the management of the charity and for the conduct of their business, including
 - (a) the calling of meetings;
 - (b) methods of making decisions in order to deal with cases or urgency when a meeting is impractical;
 - (c) the deposit of money at a bank;
 - (d) the custody of documents; and
 - (e) the keeping and authenticating of records. (If regulations made under this clause permit records of the charity to be kept in electronic form and requires a trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)
- (2) The trustees must not make regulations which are inconsistent with anything in this deed.

23. Disputes

If a dispute arises between the trustees about the validity or propriety of anything done by the charity trustees under this deed, and the dispute cannot be resolved by agreement, the trustees party to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

Clause 22(1)(e) - The Electronic Communications Act 2000 and the Electronic Signatures Regulations 2002 permit electronic signatures to be accepted as evidence, subject to certain conditions. This sub-clause summarises those conditions. Regulations are effectively the internal procedures adopted by the trustees for the effective administration of the charity. They cannot be used to change any of the provisions in this deed - clause 31 of this deed sets out the procedure for amending the provisions of this deed.

Clause 23 - Disputes: It is good practice to include provisions for dealing with any disputes that arise between trustees. Litigation can be expensive, and litigation about the internal affairs of a charity would almost certainly constitute 'charity proceedings', which can be taken only with the Commission's authority. We would usually require the parties to a dispute to have tried mediation first.

Notes

Clause 24 - Guidance on our website sets out the key accounting requirements for charities. All charities with incomes over £10,000 must send accounts to the Charity Commission within 10 months of the end of the financial year to which the accounts relate.

Clause 24(5) - All charities with annual incomes of over £10,000 must send us their Annual Report within 10 months of the end of their financial year.

Clause 24(6) - All charities with annual incomes of over £10,000 must complete an Annual Return and send it to us within 10 months of the end of their financial year: the return provides a summary of key financial data and is used by us for monitoring purposes to detect issues which might require our attention or guidance.

Clause 25 - A charity's entry includes its name, correspondence address, objects and governing document. The Commission issues to every charity once a year an Annual Update form on which these details can conveniently be supplied. Trustees must provide details of any change in the entry although they do not have to use this form.

Clause 26 - The trustees can make regulations (under clause 22) to allow others associated with the operation of the charity such as employees or volunteers to sign cheques and other orders in relation to the charity's bank accounts so long as these activities are properly managed so as to reduce the risk of fraud. For example, the trustees might allow two senior employees or volunteers to sign cheques up to a defined face value, with a limit on the total value of cheques which they are authorised to sign in any one month. For charities which operate electronic bank accounts, there is guidance on trustee duties and operational best practice in Internal Controls for Charities (CC8) on our website.

Clause 27 - Application of income and property

(1) sets out a trustees' entitlement to reasonable expenses and reflects the provisions in the 1993 Act about a charity trustee's entitlement to benefit from trustee indemnity insurance. It is included in the deed to inform people involved with the charity.

(2) reflects charity law requirements that the income and property of a charity must be applied solely to further its objects and not to benefit the charity

24. Accounts, Annual Report and Annual Return

The trustees must comply with their obligations under the Charities Act 2011 with regard to:

- (1) the keeping of accounting records for the charity;
- (2) the preparation of annual statements of account for the charity;
- (3) the auditing or independent examination of the statements of account of the charity;
- (4) the transmission of the statements of account of the charity to the Commission;
- (5) the preparation of an Annual Report and its transmission to the Commission;
- (6) the preparation of an Annual Return and its transmission to the Commission.

25. Registered particulars

The trustees must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities.

26. Bank account

Any bank or building society account in which any of the funds of the charity are deposited must be operated by the trustees and held in the name of the charity. Unless the regulations of the trustees make other provision, all cheques and orders for the payment of money from such an account shall be signed by at least two trustees.

27. Application of income and property

- (1) The income and property of the charity must be applied solely towards the promotion of the objects.
 - (a) A charity trustee is entitled to be reimbursed out of the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.
 - (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (2) Subject to clause 28, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any charity trustee.

Notes

trustees (except as permitted by the governing document - see clause 28 - or other express power). The trustees have a duty to ensure that the funds are correctly applied in accordance with this principle.

Clause 28 - Benefits and payments to charity trustees and connected persons - Charity trustees may only benefit from their charity if they have express legal authorisation to do so (such as a clause in the trust deed). This restriction extends to people closely connected to a trustee ('connected persons' - this term is defined in Interpretation clause 33). This clause clarifies the restrictions that apply to the charity trustees. Even where trustees are allowed to benefit from the charity, this must only happen where the benefit is in the interests of the charity. Our guidance Trustee expenses and payments (CC11) provides more information about trustee benefits.

This clause permits a minority of the charity trustees or connected persons to receive payments and other benefits in certain instances (such as for goods and services they supply to the charity), subject to the stated controls. The option also allows other types of trustee benefit, subject to the Commission's prior consent.

These powers cannot be adopted by existing charities without the authority of the Charity Commission.

No part of the clause allows trustees to receive payment for acting as a trustee.

Clause 28(2)(a) - If your charity will benefit all local inhabitants in a specific geographical area (eg as a community trust) you may wish to substitute the following wording: 'A trustee or connected person may receive a benefit from the charity as a beneficiary provided that it is available generally to the beneficiaries of the charity.'

Clause 28(2)(d) - The charity should document the amount of, and the terms of, the trustee's or connected person's loan.

28. Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

- (a) buy or receive any goods or services from the charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services or any interest in land to the charity;
- (c) be employed by, or receive any remuneration from, the charity;
- (d) receive any other financial benefit from the charity;

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the Charity Commission ('the Commission'). In this clause a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees' or connected persons' benefits

- (a) A charity trustee or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to, the conditions in, section 185 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

(3) **Payment for the supply of goods only - controls**

The charity and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity and the charity trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity.
 - (b) The amount or maximum of the payment for the goods in question does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - (c) The other charity trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
 - (d) The supplier is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.
 - (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
 - (f) The reason for their decision is recorded by the charity trustees in the minute book.
 - (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 28.
- (4) In sub-clauses (2)-(3) of this clause:
- (a) 'charity' shall include any company in which the charity:
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more trustees to the board of the company.

Notes

Clause 29 - These are the minimum requirements and trustees should consider if any other forms of insurance are needed.

Clause 31(2) - Note that a change of name under clause 2 need only be made by resolution; it does not require to be confirmed by deed.

- (b) In sub-clauses (2) and (3) of this clause 'connected person' includes any person within the definition set out in clause 33 (Interpretation).

29. Repair and insurance

The trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the charity (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

30. Expenses

The trustees may use the charity's funds to meet any necessary and reasonable expenses which they incur in the course of carrying out their responsibilities as trustees of the charity.

31. Amendment of trust deed

- (1) The trustees may amend the provisions of this deed, provided that:
 - (a) no amendment may be made to clause 3 (Objects), clause 8 (Duty of care and extent of liability), clause 27 (Application of income and property) and clause 28 (Benefits and payments to charity trustees and connected persons), clause 32 (Dissolution) or this clause without the prior consent in writing of the Commission; and
 - (b) no amendment may be made that would have the effect of making the charity cease to be a charity at law.
 - (c) no amendment may be made to alter the objects if the change would undermine or work against the previous objects of the charity.
- (2) Any amendment of this deed must be made by deed following a decision of the trustees made at a special meeting.
- (3) The trustees must send to the Commission a copy of the deed effecting any amendment made under this clause within three months of it being made.

32. Dissolution

- (1) The trustees may dissolve the charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the charity must be passed at a special meeting by a two-thirds' majority of the trustees. Any assets of the charity that are left after the charity's debts have been paid ('the net assets') must be given:

- (a) to another charity (or other charities) with objects that are the same or similar to the charity's own, for the general purposes of the recipient charity (or charities); or
 - (b) to any charity for use for particular purposes which fall within the charity's objects.
- (2) The Commission must be notified promptly that the charity has been dissolved and, if the trustees were obliged to send the charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the charity's final accounts.

33. Interpretation

- (1) In this deed:

all references to particular legislation are to be understood as references to legislation in force at the date of this deed and also to any subsequent legislation that adds to, modifies or replaces that legislation

- (2) 'connected person' means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the trustee;
 - (b) the spouse or civil partner of the trustee or of any person falling within sub-clause (a) above;
 - (c) a person carrying on business in partnership with the trustee or with any person falling within sub-clause (a) or (b) above;
 - (d) an institution which is controlled -
 - (i) by the trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
 - (e) a body corporate in which -
 - (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.
- (3) Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in sub-clause (2) above.

Notes

This is set out to enable up to six trustees to sign and for these signatures to be witnessed so that the document has the formality of a deed. The first trustees named at the beginning of the document should sign. The witness(es) should be independent and not, for example, a close family relation of any of the first trustees. The first trustee should sign at 1(a) and the witness should sign at 1(b) and put his or her name and address where indicated; the next trustee should sign at 2(a) and the witness to that signature should complete 2(b) and so on until all the trustees have signed. If there are more than six trustees, please add further space following the pattern adopted for the first six sets of details.

IN WITNESS of this deed the parties to it have signed below

1. Signed as a deed by:

1(a).....

on this(day) of(month).....(year)

in the presence of:

1(b).....

Witness's name:

.....

Witness's address:

.....

.....

.....

2. Signed as a deed by:

2(a).....

on this(day) of(month).....(year)

in the presence of:

2(b).....

Witness's name:

.....

Witness's address:

.....

.....

.....

3. Signed as a deed by:

3(a).....

on this(day) of(month).....(year)

in the presence of:

3(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

4. Signed as a deed by:

4(a).....

on this(day) of (month)..... (year)

in the presence of:

4(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

5. Signed as a deed by:

5(a).....

on this(day) of (month)..... (year)

in the presence of:

5(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

6. Signed as a deed by:

6(a).....

on this(day) of (month)..... (year)

in the presence of:

6(b)

Witness's name:

.....

Witness's address:

.....

.....

.....

NEWTON IN THE ISLE

PARISH COUNCIL

Clerk: Pat Wilkinson 24 Fen Road Newton in the Isle PE13 5HT Tel: 01945 870271
Email: parishclerk@newtonintheisle.org.uk

AGENDA

All members are reminded that they will need to declare any personal or prejudicial interest and reason before an item discussed at this meeting under the Model Code of Conduct Order 2001 No 3576

1. Apologies
2. Annual Meeting Standing Items
 - a) Election of Chairman and delivery of Chairman's acceptance of office form
 - b) Election of Vice Chair delivery of Vice Chairman's acceptance of office form
3. Planning application
Certificate of Lawfulness. Change of use of land from agricultural to domestic purpose
307 High Road Newton-in-the-isle