

**Dear Councillors Ryan Cullen, Dee Harrison, Henry Micah, John Newton, Barry Smith, Jim Weale, and Mollie Weale,**

You are summoned to attend the next meeting of the Parish Council to be held on Monday 17th April commencing at 7pm. This meet will be held in the small hall of Fernwood Village Hall, Rubys Avenue, Fernwood, NG24 3RS.

*Members of the public and press are entitled to be at the following meeting Public Bodies (Admission to Meeting) Act 1960 Section 1 extended by the Local Government Act 1972 Section 100 unless precluded by the Parish Council by resolution during whole or part of the proceedings. Such entitlement does not however include the right to speak on any matter except at the beginning of the meeting. As issues raised during the public session may not relate to items on the agenda no resolution for action can be taken.*

**Marion Fox Goddard, Fernwood Parish Clerk, Tuesday 11<sup>th</sup> April, 2023**

## **A G E N D A**

51. Declarations of any intentions to record the meeting
52. Apologies for absence
53. Declarations of interest
54. Public Open Forum (15 minutes) - ***Fernwood Parish Council is committed to community engagement and therefore warmly invites members of public to contribute during this part of the meeting***
55. Approval of the minutes of Parish Council meeting held on 20th March 2023
56. Councillors' & Clerk's reports
57. County Councillor's and District Councillors' reports
58. Finance
  - a. Bank reconciliation to be noted
  - b. Items of income to be noted
  - c. Items of expenditure paid by Direct Debit/Standing Order to be noted and items of expenditure approved under delegated powers since the last meeting – to be noted
  - d. Items of expenditure for consideration
    - i. Fees for highways consultancy and parking surveys in relation to the village hall extension
    - ii. Legal fees
    - iii. Replacement fencing for the village hall
    - iv. Community event items
      - Live acts
      - Portaloos
      - Bins
      - Road closure fees

- First Aid cover
  - Council to consider increasing the budget for this event
- e. To note bank accounts that have been closed and agree on proposal to consolidate TSB accounts.
- f. To suspend financial regulations in relation to the procurement of a new boiler and cylinder for the hot water and heating requirements of Fernwood Village Hall and to decide whether to accept a quote from an alternative Viessmann Trained Installer and Partner rather than our current supplier.
- g. Financial year end
- i. To note the internal auditor's report
  - ii. To approve the annual governance statement 2022/23
  - iii. To approve the financial return for the year 2022/23

59. Planning

To note the following decisions made by Newark and Sherwood District Council

23/00137/HOUSE	1 Kenny Close Fernwood	Installation of Air Source Heat Pump	Grant Householder Application
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60. Policy

*New document to be considered for adoption*

- a. Business Continuity Plan

*Updated documents to be considered*

- b. Ad hoc Village Hall Terms and Conditions
- c. Regular User Terms and Conditions
- d. Investment Policy

*Documents to be reviewed:*

- e. [Tree Management Policy](#)
- f. [Village Hall Environmental Policy](#)

61. To consider the Community Infrastructure Levy Consultation Results
62. To consider the post inspection report for the gym equipment on Dale Crescent and how to proceed regarding this.
63. To note the Youth Club annual data and approve the service level agreement for the youth Club provision from July 2023 to March 2024.
64. Correspondence
- a. Letter regarding Bus service cuts in Fernwood
  - b. Messenger note regarding Phoenix Park
  - c. Complaint regarding parking on Goldstraw Lane
  - d. NALC consultation the government's technical consultation on the Infrastructure Levy

**EXEMPT BUSINESS**

*Under the Public Bodies (Admissions to meetings) Act 1960 (as extended by s.100 of the Local Government Act 1972), the public and accredited representatives of newspapers be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in Part 1 of schedule 12A of the Local Government Act 1972*

65. To note Nottinghamshire County Council's response regarding their handling of Fernwood Parish Council's complaint and to discuss how to proceed.

**MINUTES OF THE FERNWOOD PARISH COUNCIL MEETING**  
**held on 20<sup>th</sup> March 2023 at 7pm**  
**at Fernwood Village Hall**

Present: Parish Councillors: R. Cullen, D. Harrison, H. Micah, J. Newton, B. Smith  
(Chairman), J. Weale, M. Weale

Clerk: Marion Fox Goddard

District Councillors: I. Walker, K. Walker (left after item 45)

Residents/Public: Sally Ward (left after item 41), Norman Bertram (left  
after item 42)

*Agenda, reports and accompanying information for this meeting is available on the Council's website here: [Agenda pack for this meeting](#)*

**38. Declaration of intentions to record the meeting**

The meeting was not recorded.

**39. Apologies for absence**

County Councillor Lee has sent apologies for all future meetings.

**40. Declarations of Interest**

None.

*(The order of the agenda items was switched – items 41 and 42 only)*

**42. Long Bennington Rotary – End Polio now – The Purple Crocus Project**

A member of the Rotary gave a presentation on The Purple Crocus Project. (See item 46dii)

**41. Public Forum**

Sally Ward (PhD student) spoke to the Council about her research on community governance and asked if any Councillors would be able to fill in the gaps in her research regarding Fernwood. She also offered to present her findings when her report is finished. *Sally will contact the Council to arrange.*

**43. Approval of the minutes of the Parish Council meeting on 20th February 2023**

The minutes were unanimously approved as an accurate record and Councillor Smith signed them.

**44. Councillors' and Clerk's Report**

*Councillor Cullen* - has volunteered at Fernwood Youth Club recently and has committed to helping at the club once a month.

March Clerk's report	Agenda Item
Barratt David Wilson Homes (BDWH) transfer of the open spaces in central Fernwood – Our solicitor is liaising with N&SDC's legal representative. Update meeting planned for the end of this month.	21/46c 23/37
Youth Club – Worker in Charge has been appointed and started this month. Youth Club opening times have changed to 6.30-8.30pm. Positive review meeting held in January. The club is now well established.	
Safer Neighbourhoods Group (SNG)/ Antisocial Behaviour (ASB)/CCTV – Awaiting an update from N&SDC on our request to have 2 centrally controlled cameras (funded with CIL). PCSO Hewerdine has reported that N&SDC are reviewing the current Public Space Protection Orders (PSPOs); once this has been done, she will come to a Fernwood Parish Council meeting to discuss having a PSPO in Fernwood – likely to be next year. <i>District Councillor I. Walker agreed to seek an update on this with officers.</i>	21/149
Hollowdyke Lane – A letter has been sent to NCC to request a 30mph Traffic Regulation Order on Hollowdyke Lane (funded with CIL funding). I have contacted some providers to get quotes for a feasibility study for keeping the north end of Hollowdyke Lane open. Once I have enough quotes, these will be brought to a Parish Council meeting for consideration.	22/24 22/139 22/153 23/17 23/31
Interactive Speed Sign on Dale Way – Awaiting full costing and timescales – the lead time to obtain the sign is 12-14 weeks once we have received and approved a quote from Via East Midlands.	22/114
Community Infrastructure Levy (CIL) –The March issue of the Fernwood Gazette which includes a consultation article on CIL was delivered to all households and businesses in Fernwood at the beginning of March. An online survey went live on 28/2/23. Weekly reminders are being added to the local Facebook groups to encourage residents to have their say.	22/163f
Woodland Update - Costall Woods –Trees to replace the felled trees have been planted. Lamp upgrade has been done. Path repairs – see item 49a – NCC's response to FPC's request for them repair their adopted paths including a request for them to quote to repair the part of the path owned by Fernwood Parish Council. Wildlife Garden – awaiting dates for work to commence. N&SDC has quoted for additional work due the altered specification (£750 plus VAT).	23/15 23/26 23/34
Rumble Strips Replacement – A report with collated consultation responses has been sent to NCC with a request to address this issue and an offer for CIL to fund works required.	
Double Yellow Lines Consultation – Parish Council response has been sent to Via/NCC. Their consultation ended on 10/3/23. Via have said that objections have been received for this scheme to which a report will be submitted to NCC to the Cabinet Member for the Environment for their adjudication.	23/28
Defibrillators Agreement – This has been signed off by Chuter Ede Fernwood and Fernwood Parish Council.	23/30
Village Hall Extension Investigations – A meeting has been arranged by our Transport Planning Specialist to discuss requirements for an application with the local planning and highways authorities.	
Replacement Dog bins – Have been ordered. Installation will be arranged as soon as possible.	23/26
Liaison Meeting with Barratt David Wilson Homes – Held on 13/3/23. They are getting quotes for replacement signage at Phoenix Park. This will have Parish Council contact details on so issues can be reported through to the Parish Council for passing on to BDWH (this will save having to replace the signs when the land is handed over). They reported that their work should not affect Fernwood residents other than those homes on Johnsons Road backing onto the site who may hear construction with them being so close by. They have 356 new properties occupied/going through legal work for purchase.	
Community Event – Provisional bookings are being made. We are awaiting feedback on first aid cover. <i>Note: during the meeting the Council agreed to proceed with firm bookings so the event will proceed.</i>	

#### 45. County Councillor and District Councillors Reports

*Cllr I. Walker* – Reported that this would be his last meeting in his capacity as a District Councillor for Fernwood as he will be stepping down from the District Council after 36 years, being involved with Fernwood and the Parish Council from the start. He thanked Fernwood Parish Councillors for their kindness and courtesy. In his role as the President of Nottinghamshire Association of Local Councils, he thanked the councillors for their work over the last 4 years and wished them the best of luck, should they be standing for council in the May elections.

*Cllr K. Walker* – Reported that this is likely to be his last meeting, adding he has enjoyed being part of Fernwood.

Councillor Smith thanked Ivor and Keith all their help over the years and said they would be missed.

#### 46. Finance

[Bank reconciliation](#) – noted.

Year to date income – noted.

Expenditure since last meeting under delegated powers/previously agreed expenditure was noted.

Items of Expenditure considered with unanimous decisions:

Expenditure	Budget Area	Total £	Decision
i. Emergency Planning	Training	39.22	Unanimously agreed.
ii. The Purple Crocus Project (see item 142)	Parish Council individual items	100.00	Unanimously agreed.
iii. Pipework for optimising heating and water in the hall	Maintenance - plumbing	-	Clerk to obtain further quotes for comparison.
iv. Inflatable Hire x 2, staffed	Community event	899.00	Unanimously agreed.
v. Face painters x3	Community event	600.00	Unanimously agreed.
vi. Fireworks	Community event	1680.00	Unanimously agreed.

The Council agreed to offer the container to FirstPort rather than sell it, following FirstPort's request to use it for storage.

#### 47. Planning

a. Planning Application considered:

<a href="#">23/00370/ADV</a>	Phase 1B - Greater Fernwood Development Land North and East of Existing Fernwood Development Fernwood Newark South of A1 & West of Railway Line	Installation of one large billboard sign for Fernwood Phase 1B	Noted. No response required.
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b. Planning Authority decisions which were noted:

<a href="#">23/00347/ELE</a>	Land at Cross Lane Fernwood Business Park	Erection of a package sub station	Local Planning Authority is not required for these works
<a href="#">22/00862/FULM</a>	Land at Cross Lane Fernwood Business Park	Proposed industrial warehouse development suitable for 4no. B2/ B8 Units Use Classes with ancillary E(g)(i) Office space, including service yards, car parking, landscaping and associated access infrastructure.	Grant Full Planning Permission Major

#### 48. Policy

*Documents considered:*

- a. Expenses Policy – The Council unanimously agreed no changes are required.
- b. Updated Village Hall Management Group terms of reference – The Council unanimously agreed to the proposed changes.
- c. 2022/23 Action Plan Review and 2023/24 Action Plan - The Council unanimously agreed to the action plan review and proposed new year's action plan, noting this may need to be added to following the Community Infrastructure Levy consultation results.

#### 49. Correspondence

- a. Responses from NCC regarding repairing the paths in Costall Woods – The Council noted NCC's response regarding no hazardous defects being identified warranting no action at this time. The Council agreed to take no further action.
- b. Email regarding Hollowdyke Lane – noted.
- c. Email from N&SDC regarding His Majesty King Charles III's Coronation - Grant Award Scheme – noted.

#### EXEMPT ITEM

*Under the Public Bodies (Admissions to meetings) Act 1960 (as extended by s.100 of the Local Government Act 1972), the public and accredited representatives of newspapers be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in Part 1 of schedule 12A of the Local Government Act 1972.*

The Council unanimously agreed to close the meeting to the press and public.

#### 50. Discussion Nottinghamshire County Council's emails regarding Communications

The Council noted the Monitoring Officer's response regarding Fernwood Parish Council's complaint and agreed to write to the Monitoring Officer regarding this.

Meeting closed at 9.30pm

**Next Meeting: Monday 17<sup>th</sup> April 2023, 7pm, Fernwood Village Hall**

April Clerk's report	Agenda Item
<b>Barratt David Wilson Homes (BDWH) transfer of the open spaces in central Fernwood</b> – We had a productive meeting with N&SDC at the end of March. Our solicitor will review documentation as soon as possible and we are due to meet after the elections to progress this.	21/46c 23/37
<b>Youth Club</b> – Annual review meeting held at the end of March. Councillor Cullen and I have been DBS checked and now are helping once a month with the club.	
<b>CCTV</b> –N&SDC officer has given indicative costings verbally and I have requested a formal quote.	21/149
<b>Hollowdyke Lane</b> – A reminder has been sent to NCC as we haven't received a response to our letter requesting a 30mph Traffic Regulation Order on Hollowdyke Lane (funded with CIL funding). Our transport planning specialist has suggested that the costs for keeping Hollowdyke Lane will be prohibitive.	22/24 22/139 22/153 23/17 23/31
<b>Interactive Speed Sign on Dale Way</b> – Still awaiting full costing and timescales – the lead time to obtain the sign is 12-14 weeks once we have received and approved a quote from Via East Midlands.	22/114
<b>Community Infrastructure Levy (CIL)</b> –The March issue of the Fernwood Gazette which includes a consultation article on CIL was delivered to all households and businesses in Fernwood at the beginning of March. The online survey went live on 28/2/23. Weekly reminders were added to the local Facebook groups to encourage residents to have their say. See item 61	22/163f
<b>Woodland Update</b> - Costall Woods –Wildlife Garden –N&SDC are due to commence the work mid April.	23/34
<b>Rumble Strips Replacement</b> – A report with collated consultation responses has been sent to NCC with a request to address this issue and an offer for CIL to fund works required. A response was received from Via which didn't seem to take into account the evidence the FPC had sent. A response has been sent to ask them to reconsider the letter fully.	
<b>Double Yellow Lines Consultation</b> – Parish Council response has been sent to Via/NCC. Their consultation ended on 10/3/23. A Via officer has advised 'Objections have been received for this scheme to which a report will be submitted to NCC to the Cabinet Member for the Environment for their adjudication'.	23/28
<b>Village Hall Extension Investigations</b> – A meeting has been held with our Transport Planning Specialist, a planning officer from N&SDC and a NCC highways planning officer. We are aware of their requirements and our specialist is obtaining revised quotes for the parking surveys so we can move this project forward. See item 58d.	
<b>Replacement Dog bins</b> – The dog bins at the end of Rubys Walk and near Code fitness have been replacement. We are awaiting a quote from our contractor to install the replacement bin on Cross Lane (opposite the nursing home) – this one requirement digging out and concrete foundations.	23/26
<b>Liaison Meeting with Allison Homes</b> - Their landscaping contractor will be tidying up the Dale Way roundabout soon (the grass has been churned up during their recent works, but they have committed to sort this out).New owners of 6 of their new builds will be moving in soon. They confirmed that there are no current planning conditions for them to do the work to reduce the speed limit on Hollowdyke Lane. This may be possible for a future application but the timescale for this is approximated to be over 5 years away	
<b>Community Event</b> – Road closure application has been sent to Via. I have consulted with businesses on Rubys Avenue and they are happy with this. Volunteers meeting to be arranged after the election. See item 58 d.	

**Bank Reconciliation  
Fernwood Parish Council**

Period Ending 31-Mar-23

Prepared by: *Marian Fox Gaddard, Clerk*  
Date: 03 April 2023

Approved by:   
Date:

**Balance per bank statement as at 31-March-2023**

	£	Total £
TSB Current Account - Parish Council	£8,530.03	
TSB Reserve Account - Parish Council	£59,203.84	
Unity Trust - Parish Council	£0.00	
TSB Current Account - Village Hall	£3,756.76	
TSB Reserve Account - Village Hall	£7,224.75	
Unity Trust - Village Hall	£26,666.38	
Nationwide	£0.00	
Redwood	£0.00	
Virgin Money	£85,000.00	
CCLA Investment Management Limited	£1,120,000.00	
Petty Cash	None held	
		1,310,381.76
<b>Net bank balances as at 31-March-2023</b>		<b>£1,310,381.76</b>

**The net balances reconcile to the Cash book (receipts and payments)**

**CASH BOOK**

Opening Balance	£368,022.85	
Add: Receipts in the year	£1,107,946.34	
Less: Payments in the year	£165,587.44	

**Closing balance per cash book as at 31-March-2023** **£1,310,381.76**

**Ringfenced Amounts**

General Reserve	£169,838.60	
CIL	£1,140,543.16	
		<b>£1,310,381.76</b>

Note: Unity PC and Unity VH have been consolidated in March and the Redwood and Nationwide accounts have been closed and for investment with CCLA.

## Agenda Item 58 - Finance

Item 58 b-d

b. Income 2022/23	£
Regular hire	25,883.60
Other hall hire	7,676.95
Bar profits	1282.74
Feed in tariff	1,671.97
Advertising income	725.00
Interest	14,358.40
VAT reimbursement	8,990.46
Grants	1900.00
CIL	964,338.22
Precept	80,949.00
<b>Total</b>	

### c. Expenditure since last meeting under delegated powers/previously agreed expenditure

PARISH COUNCIL					
Payee	Budget Area	Net £	VAT £	Total £	Method
Various	Salaries, HMRC, Pensions (April)			6,758.01	BACS
Apogee	Copiers and Copies	55.10	11.02	66.12	DD
BNP Paribas	Copiers and Copies	297.26	59.46	356.72	DD
Bounceabout	Events (deposit)	100.00		100.00	BACS
JCP	Individual Items - Parish Council	794.00	158.80	952.80	BACS
Michael Gulliford	Publication	100.00		100.00	BACS
N&SDC	Trade Waste - Dog Poo Bins	1,560.00	312.00	1,872.00	BACS
N&SDC	Ground Maintenance – Costall woods	909.72	181.94	1,091.66	BACS
Newark Repair & Sales	Miscellaneous Maintenance items/work	146.58		146.58	BACS
Unity Service Charge	Bank Charges	22.35		22.35	BACS
Zoom	Software/licences	11.99	2.40	14.39	CARD
The Play Inspection Company	Gym Equipment – Dale Crescent	295.00	59.00	354.00	BACS
Freshair Fitness	Individual Items - Parish Council – New gym equipment Dale deposit	1666.67	333.33	2000.00	BACS
VILLAGE HALL					
Ionos by 1&1	Subscription - Parish Council emails	7.98	1.60	9.58	BACS
Crown	Utilities - Gas	251.59	12.58	264.17	BACS
Guardian Legionella and Hygiene	Watersafe Contract	174.50	34.90	209.40	BACS
PHS Group	PHS Waste	89.85	17.97	107.82	BACS
Lightning Strike	Lightning Protection System Annual Test	120.00	24.00	144.00	BACS
RB Wholesale	Cleaning supplies	10.39	2.08	12.47	BACS

d. Items of Expenditure to be considered

Expenditure	Budget Area	Net £	VAT £	Total £
i. Fees for highways consultancy and parking survey	Village Hall extension	To follow		
ii. Legal Fees for initial work on Fernwood central land transfer and Fernwood north maintenance/land transfer	Legal	£275 per hour	£55 per hour	£330 per hour
iii. Replacement fencing for the village hall	Village Hall individual items	Various		
iv. Live Acts	Community event items	1100.00		1100.00
Portaloos	Community event items	To follow		
Bins	Community event items	220.48	44.10	264.58
Road closure application fee	Community event items	605.00		605.00
Road closure management	Community event items	To follow		
First Aid cover*	Community event items	Various quotes		

\*We have received various quotes for First Aid Cover for the community event, but we are awaiting for confirmation from EMAS on level of cover. Suggest Council delegates authority to choose supplier once EMAS have responded.

### Budget Review for August Community Event

Considering the increased costs, the Council is asked to consider increasing the budget for this event. Last year's event cost £4785 (plus VAT where applicable).

Item	Cost £	Notes
DJ	160	
Entertainment	1100	Increased from 1 act to 3
Facepainting	600	Increased from 2 to 3 painters
Fireworks	1400 plus VAT	
First Aid	1000 plus VAT	Indicative figure – lower quotes have been received but we need to be sure the level of cover is right.
Inflatables	899 plus VAT	Increased from 1 to 2 inflatables
Insurance	600	Estimated cost
Marketing	300	Estimated cost
Portaloos	600 plus VAT	Estimated cost
Road Closure Application	605	Via charging on this occasion (it was free for the Jubilee) – Request has been sent to ask for the fee to be waived.
Road Closure Management	500 plus VAT	Estimated cost
Miscellaneous Items	250	
Total	8014 (plus VAT where applicable)	

**From:** Ian Thompson REDACTED  
**Sent:** Tuesday, April 11, 2023 11:31 AM  
**To:** clerk@fernwood-pc.co.uk  
**Subject:** Advice in relation to Public Open Space - Fernwood Central & Fernwood North

Hi Marion,

Further to our meeting with NSDC prior to the Easter Break, I write to confirm the plan of action moving forward.

The current intention is for the Parish to take both Fernwood Central and Fernwood North directly from the Developer. This is heavily caveated by the need to carry out proper due diligence and ensure that the Parish is a) comfortable with what they are acquiring, and b) ensuring that any such acquisition does not result in an unknown liability.

As with the recent acquisition of the land adjoining Balderton Hall, we advise full title investigation, full searches and full enquires.

Due to the nature and complexity of the current proposals, it would be useful to see some further information regarding the nature and extent of the proposal in order to carry out an initial 'broad brush' review to ensure that the proposal is feasible and can be done lawfully to give the Parish what they require – an element of control and ownership to enable the Parish to spend public money on the public open space. This would then enable us to provide a more accurate quote for the work moving forward, including full due diligence and the transactional elements of the acquisition.

As you are aware, NSDC have offered to provide a data room on both sites to provide to us all information that they have at this stage. This is to enable us to carry out a broad brush review without expending additional time on full due diligence. Once this has been done, we will give our opinion as to whether the proposal can/should proceed, and provide an accurate quote for the work moving forward.

For the initial broad brush review, I would expect to spend between 1 and 2 hours, on top of the initial meeting that we have had.

My fees would be based on my hourly rate which is £275 + VAT and therefore in monetary terms I would expect the initial fee to be between £550 - £825 + VAT. It goes without saying that any work carried out at this stage can be and will be used in relation to any ongoing work on these matters. You will no doubt appreciate that our fees on previous jobs have been reflective of the work carried out by myself and my colleagues.

I trust the proposal will be seen as both sensible and reasonable by the Parish and as such I enclose our formal terms of business for your consideration. I very much look forward to working with you and the Parish to put this long standing matter to a head.

Kind regards,

**Ian Thompson**  
Associate Solicitor

**REDACTED**

**3/4/23**

**Dear Claire Blackman**

**Evening Claire I have worked a price out for the replacement of the fencing round the village hall at Fernwood.**

**Removal and disposal of the old fencing, I have a waste carrier license which can be provided. Also a receipt can be provided to show the waste has been disposed of correctly.**

**Total length is 125lm**

**The fencing I have priced is green V mesh fencing 1.93m high x 3.0m width, 200x50 mesh x 5mm thickness green powder coats.**

**The posts are 60x60 2.8m in length.**

**All posts will be fixed in with fast set post mix.**

**Please note there is a cheaper version of the v mesh on smaller posts and the wire thickness is 4mm.**

**Total cost including materials, labour and waste away is £7,280.**

**My next available date is the 29th of May.**

**If you decide to go ahead, there is a 10% first stage payment and to secure the date. Then the rest on completion.**

**Any questions or if you would like to discuss any of the above, please message or ring me on REDACTED.**

**Many Thanks REDACTED**

Additional information requested:

Total panels is 42

Total posts is 46

Due to corner. And having to double up some posts.

All fencing will be replaced and disposed of.

# QUOTE

**Quote To:**

Fernwood Parish Council  
Fernwood Parish Council  
Fernwood Village Hall  
Rubys Avenue  
Fernwood  
Newark

**Deliver To:**

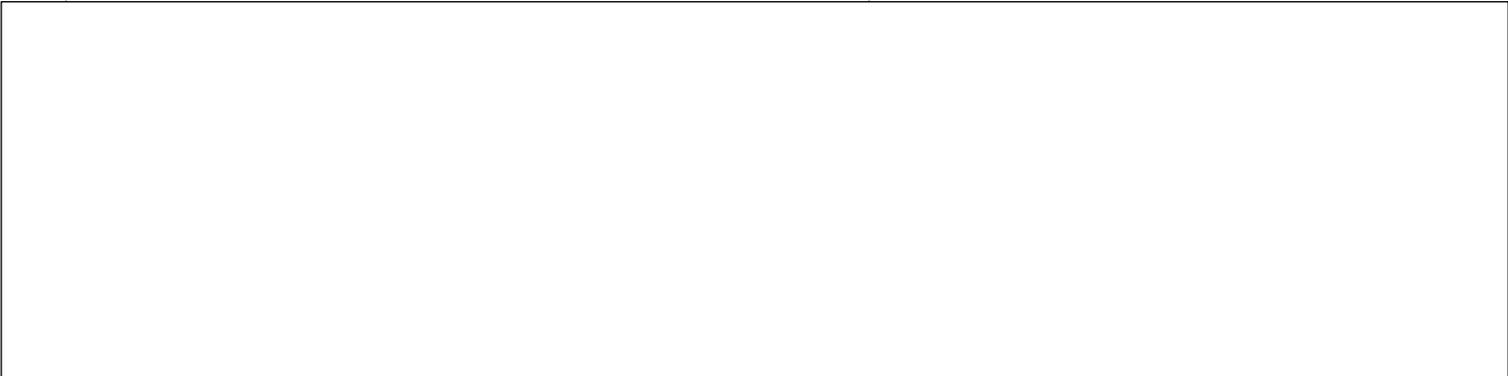
Fernwood Parish Council  
Fernwood Village Hall  
Rubys Avenue  
Fernwood  
Newark  
Nottinghamshire

Description	Qty	Each	Total
To take down existing perimeter fence and replace with v mesh fence panels. To use existing posts where we can and install new posts where required.  Material List V Mesh Fence Panels 50x50x2400mm Fence Posts Ballast Fence Clips Mats Lab  Excluded replacing gate mesh at present	1	9,800.00	9,800.00

**Customer Message**

Thank you for your business

**Subtotal:** £9,800.00  
**Carriage:** £0.00  
**VAT:** £1,960.00  
**Total:** **£11,760.00**



# KG ENTERPRISES

REDACTED  
Grantham  
Lincs NG31 7NT

Tel: REDACTED

e-mail: REDACTED

Fernwood Parish Council  
c/o Parish Clerk  
Fernwood Village Hall  
Rubys Avenue  
Fernwood  
Newark  
NG24 3RS

Dear Members:

To: Members Fernwood Parish Council.

As instructed by the Parish Clerk, I have carried out the second stage of the annual internal audit review of the Council's systems of internal control. There were two objectives behind the review:

1. To enable me next year to sign off the year-end Annual Internal Audit Report 2022-2023;
2. To assure Members that there are adequate systems of internal control in place and are being complied with.

I am pleased to report that no exceptions have been found in the testing carried out and recommendations made in the previous report have been satisfactorily addressed. I have attached a full report of my findings for your consideration. Based on the areas already covered, I am of the opinion that adequate systems of internal control are in place and are being followed effectively. I believe that the high level of financial administration will be further enhanced when the new Scribe accounting system is up and running during the 2023-2024 financial year. Accordingly I am pleased to confirm that I have completed and signed off the Annual Internal Auditor's Report for the year 2022-2023.

As it was my first year of auditing the Council's accounting processes and documents, I was very much dependent on the advice and consideration of the Clerk, and I wish to put on record my appreciation for the assistance rendered me during the audit.

Sincerely

Ken Goddard  
Internal Auditor.

**INTERNAL AUDIT REPORT – Fernwood Parish Council**

System: Payroll

Auditor: Ken Goddard

Date: April 2023

Control Objective 1: To ensure all payroll processing since the last audit has been carried out correctly

<b>Ref</b>	<b>Expected Control</b>	<b>Actual Control</b>	<b>Findings &amp; Recommendations</b>	<b>Council's Response And Date of Implementation</b>
1.1	Payroll operations are carried out by 2 officers.	The payroll is prepared by the Parish Clerk.	The payroll for the 3 members of staff is processed by the Parish Clerk.	None required
1.2	Before the credit transfer is made, figures are matched against the payroll figures.	This is included in the Bills for Payment to Full council on a monthly basis and depending on the date of the meeting can be retrospectively	Councillors see a breakdown of the budget costs to date on a regular basis and can see whether or not the payroll costs are in keeping with the budgeted amounts.	None required
1.3	All overtime claims are approved before payment.	The Parish Clerk approves all overtime claims.	Any overtime is covered by TOIL. There was no overtime for the months selected for detailed testing.	None required
1.4	The Internal Auditor checks for accuracy the payroll run including any pay rise.	This was carried out during the audit	The payroll runs for February 2023 was selected for testing and checking. The run was found to have been correctly processed.	None required
1.5	All staff leaving the Council are removed from the payroll	Staff who leave are paid through the payroll up to their day of departure and are then removed from the payroll for succeeding months.	No staff left the Council during the periods under review.	

1.6	The software and data is backed up to facilitate recovery of files.	The payroll data and software together with all, other data and software is stored in the Cloud.	All software and data are stored in the Cloud overnight.	None required
1.7	All starters and promotions are approved by the Parish Council	Recommendations are made to Members for all new employees and promotions are submitted to the Parish Council for approval.	Minutes were seen authorising the increase of hours for the Clerk and the appointment of an assistant. Pay calculations for the 2022-2023 year were approved and signed off by Cllr Ryan Cullen, vice-chair on 14 November 2022.	None required

## INTERNAL AUDIT REPORT – Fernwood Parish Council

System: Payroll

Auditor: Ken Goddard

Date April 2023

Control Objective 2: To ensure that all statutory and voluntary deductions are correctly deducted and paid away.

Ref	Expected Control	Actual Control	Findings & Recommendations	Council's Response and Date of Implementation
2.1	All Income Tax and NI contributions are deducted from gross salary	Statutory deductions are made from gross or taxable pay.	All statutory deductions were made correctly in the February 2023 payroll run.	None required
2.2	Income Tax is calculated using the latest advice from the Inland Revenue	Statutory deductions are made according to advice received from Central Government	Evidence was seen that the latest tax codes for staff are being used in the payroll processes.	None required
2.3	Income Tax, employee NI and employer NI contributions are forwarded to the Inland Revenue by the deadline date.	Forwarded to Inland Revenue each month.	NI (ee), NI (er) and income tax for the month tested, were correctly sent to HMRC according to the bank statements. The amount of £1,219.88 was paid to HMRC on 28 February 2023 according to the bank statement.	None required
2.4	All occupational pension contributions by the employee are matched with an agreed amount from the employer.	Employer contributes 20.2% plus a fixed sum of £200.00 each month.	The employer contributions were correctly calculated for February 2023 and the return included the £200 each month.	None required
2.5	All occupational pension scheme deductions were made at the correct rate.	Employees' contributions based on a sliding scale.	The pension deductions were based on the official sliding scale.	None required
2.6	All pension deductions are forwarded to the pension provider	All deductions for pension are made to Notts County Council.	Superannuation payments were correctly forwarded to NCC according to the bank statements, for the month selected for examination. An amount of £1,553.94 was transferred to NCC on 28 February 2023 as per the bank statement.	None required

## INTERNAL AUDIT REPORT

## Fernwood Parish Council

System: VAT Returns

Auditor: Ken Goddard

Date: April 2023

Control Objective 3. To ensure that VAT is accounted for correctly on sales and purchases, and VAT Returns are submitted promptly to HMRC.

Ref	Expected Control	Actual Control	Findings & Recommendations	Council's Response and Target Date
3.1	The Accounting System holds all the current VAT rates.	When there is VAT rate change, the file in the Council's spreadsheet is up-dated.	The Council is not registered for VAT.	None required
3.2	VAT is correctly identified on all sales and purchase transactions	On all sales and purchase transactions the gross amount is entered for each good/service and the computer automatically calculates the VAT using the appropriate rate indicated by the operator.	VAT was paid on 9 purchases chosen out of 13 in February 2023 chosen for testing. These were traced forward to the VAT return and were found to have been correctly included in the Vat return.	None required
3.4	VAT is correctly accounted for when making the VAT returns to HMRC.	The Accounts system includes all VAT elements from the sales and purchase ledgers when producing the VAT returns.	The 9 purchase items selected for testing all had the correct VAT amount on the invoice.	None required
3.5	Any VAT refunds are received by the Council.	HMRC refund any monies owed to the Council in respect of Vat.	The VAT claimed up to the end of February 2023 amounted to £4,353.40 and was received on 14 March 2023 as per the bank statement.	None required

System: Bank Reconciliations

Auditor: Ken Goddard

Date: April 2023

Control Objective 4: To ensure regular control over bank accounts is achieved through bank reconciliations

Ref	Expected Control	Actual Control	Findings & Recommendations	Council's Response & Target date
4.1.	Only bank accounts authorized by the Council are used for Council business	The Council operates a number of current accounts with UNITY, Trustee Savings Bank and deposit accounts with Nationwide and Redwood and the CCLA Deposit Account	Bank statements from all the used current accounts were seen during the audit. The Redwood account and the Nationwide account have been closed and their balances transferred to the CCLA investment account. Further bank account closures are planned to make the process of banking monies easier and to facilitate the monthly bank reconciliations.	None required
4.2	Specimen signatures are held by the bank.	All authorised signatories have submitted specimen signatures to the bank.	All have been submitted to the banks.	None required
4.3	Reconciliations are carried out of bank accounts by someone independent of officers who are responsible for deposits into and withdrawals out of these bank accounts	Bank reconciliations are carried out by the Parish Clerk.	The bank reconciliations for February and March 2023 were examined and found to have been correctly reconciled. Both were signed off by Members.	None required
4.4	All unreconciled items from previous months are investigated.	All outstanding items from one month's reconciliation are resolved during the next reconciliation.	There were no unreconciled items found during the audit.	None required

**INTERNAL CONTROL QUESTIONNAIRE - Fernwood Parish Council**

System: Budgets

Auditor: Ken Goddard

Date: April 2023

Control Objective 5. To ensure that the Council has adequate Management over its Budget.

No	Expected Control	Actual Control	Test Findings & Recommendations	Council's Response
5.1	A detailed budget is produced each year	The Clerk prepares a proposed budget for the following year near the end of the calendar year and after informal discussions with members, the full Council considers and approves the budget and the precept.	At their meeting on 17 January 2022, the Council approved the budget for the 2022-2023 year setting the precept at £80,948. The budget figures are split under the various cost codes for both income and expenditure.	None required
5.2	Members are kept informed of progress throughout the financial year.	Summary financial figures are seen by the full Council.	Members are kept fully informed as to progress of actuals against budgets with an explanation of any excesses. A mid-year report was submitted to Members on 17 October 2022 showing budget figures to the end of September. A summary was also included to explain any variances.	None required
5.3	The budget is split under various operating headings	The budget was split over the various operating heads.	The budget was seen during the audit and the split over the various budget heads was confirmed.	None required

**INTERNAL AUDIT REPORT – Fernwood Parish Council**

System: Purchase Ledger

Auditor: Ken Goddard

Date: April 2023

Control Objective 6. To ensure all payments made for goods/services are authorised and legitimate.

6.1	There are guidelines to be followed when purchasing goods/services for the Council.	There is a policy statement regarding purchases.	There is a policy statement in existence in Financial Regulations, 9. Orders for work, goods and services	None required
6.2	Invoices are stamped and their details entered onto financial records.	All invoices are stamped and initialled as being checked.	The selection of 18 purchase invoices selected for testing all had a stamp on with the initials of the officers and Members who checked and approved payment.	None required
6.3	Payment is authorized by Members.	All payments are submitted to the Full Council or Members.	Two Members authorize all payments, seen during the audit.	None required

## INTERNAL CONTROL QUESTIONNAIRE

System: Investments

Auditor: Ken Goddard

Date: April 2023

Control Objective 7: To ensure that the Council has effective management controls over its investments

No	Expected Control	Actual Control	Test Findings & Recommendations	Council's Response and Target Date
7.1	The Council has an investment policy document detailing the Council's strategy regarding the investment of funds.	The Council has a policy that determines the procedures to be followed in investing surplus monies for the Council.	The Council's Investment Policy statement was seen during the audit.	None required.
7.2	Regular reports on investments, and their returns are submitted to a managing body	Interest earned on investments with CCLA are reported periodically to the Council.	Interest received from the CCLA investment account was as follows:  December 2022 - £1,643.59 received 4 January 2023; January 2023 - £2882,61 received on 2 February 2023; February 2023 - £2804.24 received 3 March 2023.	None required.
7.3	When funds are moved into and out of interest bearing accounts, they should be approved by those authorised so to do.	Movements into and out of the CCLA saving account are approved in advance by Members and then acted upon by the Parish Clerk.	Evidence of this was seen during the audit.  £85,000 was transferred to the CCLA investment account from the closed Redwood account on 6 March 2023. £85,000 was also transferred from the Nationwide B/S Account on 9 March 2023; Confirmation of these transfers was seen on file during the audit.	None required.

## INTERNAL CONTROL QUESTIONNAIRE

**System: Asset Management**

**Auditor: Ken Goddard**

**Date: April 2023**

**Control Objective 8: To ensure registers of assets are adequately maintained.**

N o	Expected Control	Actual Control	Test Findings & Recommendations	Council's Response and target date
8.1	A statement exists explaining the Council's Policy regarding the management of assets	Section 14 of Financial Regulations explains the policies regarding management of assets	Section 14. Assets, properties and estates of the Financial Regulations was seen during the audit.	None required
8.2	All assets are purchased with proper budget approval	All purchases for capital assets are approved in advance by the Members.	All capital purchases are approved under the annual budget processes.	None required
8.4	A register is maintained of all assets	A financial asset register is maintained.	The last internal audit report suggested that the asset register did not provide sufficient detail. I noted that the current asset register had been updated to meet with this requirement. The total assets recorded stand at £1,103,585.	None required.
8.5	All assets are included in the Council's insurance policies	Regular valuations are carried out for insurance purposes.	These are carried out and the insurance policy kept in line with present valuations. The current policy with Zurich cost £289 from 1 June 2022 to 31 May 2023.	None required.

## INTERNAL CONTROL QUESTIONNAIRE

System: Risk Management

Auditor: Ken Goddard

Date: April 2023

Control Objective 9: To ensure that the Council has identified and assessed the impact of all risks that might prevent the achievements of its objectives

No	Expected Control	Actual Control	Test Findings & Recommendations	Council's Comments and Target Date
9.1	The Council has a formal written risk management strategy document	The Council has an existing Risk Assessment Policy which has just been updated, reviewed and approved on 13 February 2020.	The current Risk Register was reviewed and adopted by the Council on 18 January 2022.	None required
9.2	The Risk document addresses all likely risks to the Council's provision of public services.	All key areas of the Council's services are listed.	All key areas were included and a matrix prepared to show for each risk the Impact, Likelihood, Overall Rating and frequency of Review.	None required
9.3	All risk areas are included in the risk management strategy document.	There is an area that could be considered for inclusion to the document.	I was pleased to see a Business Continuity Plan has been developed and added to the Risk documents. This was reviewed during the audit and was found to be satisfactory.	None required

**INTERNAL CONTROL QUESTIONNAIRE**

**System:** Income

**Auditor:** Ken Goddard

**Date:** April 2023

**Control Objective 10: To ensure all income is correctly received and banked.**

<b>No</b>	<b>Expected Control</b>	<b>Actual Control</b>	<b>Test Findings &amp; Recommendations</b>	<b>Council's Comments and Target Date</b>
10.1	All monies received is receipted and banked on a timely basis.	Most bookings for room hire etc, are paid for in advance mainly by BACS.	This was evidenced during the audit. During the audit, 13 transactions in February 2023 were selected for examination. All payments received were traced back to the bank statements and all had been paid in correctly and in a timely manner	None required
10.2	There is a follow-up procedure to chase non-payers.	A list is maintained of all outstanding debtors and regular contact is made to encourage payment either in full or by instalments.	A copy of each invoice is kept in date order and filed when payment has been received. Outstanding payments are followed up regularly.	None required

# Annual Internal Audit Report 2022/23

Fernwood Parish Council

www.fernwood-pc.co.uk

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

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

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

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

Date(s) internal audit undertaken

14/11/2022 05/04/2023

Name of person who carried out the internal audit

KENNETH GODDARD

Signature of person who carried out the internal audit



Date

05/04/2023

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

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

## Section 1 – Annual Governance Statement 2022/23

We acknowledge as the members of:

Fernwood Parish Council

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

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

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

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

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

and recorded as minute reference:

Chairman

Clerk

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## Section 2 – Accounting Statements 2022/23 for

## Fernwood Parish Council

	Year ending		Notes and guidance
	31 March 2022 £	31 March 2023 £	
1. Balances brought forward	324,565	368,023	Please round all figures to nearest £1. Do not leave any boxes blank and report £0 or Nil balances. All figures must agree to underlying financial records.  Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	71,619	80,949	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	102,909	1,026,997	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	57,097	76,556	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	73,973	89,031	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	368,023	1,310,382	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	368,023	1,310,382	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – <b>To agree with bank reconciliation.</b>
9. Total fixed assets plus long term investments and assets	1,108,556	1,103,585	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

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

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

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

*M. J. Goddard*

Date

03/04/2023

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

as recorded in minute reference:

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

## Explanation of variances – pro forma

Name of smaller authority:  
County area (local councils and parish meetings only)

**Insert figures from Section 2 of the AGAR in all Blue highlighted boxes**

**Next, please provide full explanations, including numerical values, for the following that will be flagged in the green boxes where relevant:**

- variances of more than 15% between totals for individual boxes (except variances of less than £200);
- **New from 2020/21 onwards:** variances of £100,000 or more require explanation regardless of the % variation year on year;
- a breakdown of approved reserves on the next tab if the total reserves (Box 7) figure is more than twice the annual precept/rates & levies value (Box 2).

	2021/22 £	2022/23 £	Variance £	Variance %	Explanation Required?	Automatic responses trigger below based on figures input. <b>DO NOT OVERWRITE THESE BOXES</b>	Explanation from smaller authority (must include narrative and supporting figures)
1 Balances Brought Forward	324,565	368,023					
2 Precept or Rates and Levies	71,819	80,949	9,330	13.03%	NO		
3 Total Other Receipts	102,909	1,026,997	924,088	897.97%	YES		In 2022/23, we received £964,338 worth of Community Infrastructure Levy (CIL) due to the significant amount of construction in our parish. In 2021/22, we received £59,615 of CIL. This is significantly skewing our figures. Village Hall income also increased: £27,352 in 2021/22, £33,560 in 2022/23. Finally, due to the amount of CIL, we held our interest earnings increase: £1710 in 2021/22, £14,358 in 2022/23
4 Staff Costs	57,097	76,556	19,459	34.08%	YES		Clerk's hours increased from 30 hours to 37 hours and new 15 administration post introduced. Higher than usual pay increase due to current economic situation. Increases as follows: Salaries: £9876 HMRC: £5685, Pensions £3900.
5 Loan Interest/Capital Repayment	0	0	0	0.00%	NO		
6 All Other Payments	73,373	89,031	15,058	20.36%	YES		In 2022/23 we commissioned a Coat of Arms for the Parish £14,555. We used £14,358 on a wood land that the Parish Council has purchased in 2021/22, this was on legal fees, ecological reports, tree work, bins, lighting upgrades and grounds maintenance).
7 Balances Carried Forward	368,023	1,310,382			YES	VARIANCE EXPLANATION NOT REQUIRED TO WHY CARRY FORWARD RESERVES ARE	
8 Total Cash and Short Term Investments	368,023	1,310,382					
9 Total Fixed Assets plus Other Long Term Investments and	1,108,556	1,103,985	-4,971	0.45%	NO		
10 Total Borrowings	0	0	0	0.00%	NO		

Rounding errors of up to £2 are tolerable

Variances of £200 or less are tolerable

**Explanation for 'high' reserves**

(Please complete the highlighted boxes.)

Box 7 is more than twice Box 2 because the authority held the following breakdown of reserves at the year end:

	£	£	£
<b>Earmarked reserves:</b>			
Reserve 1 CIL	1140543		
Reserve 2 Village Hall extension	75000		
Reserve 3			
Reserve 4			
Reserve 5			
Reserve 6			
Reserve 7			
			1215543
<b>General reserve</b>	94839		
<b>Total reserves (must agree to Box 7)</b>			<b>1310382</b>

The Parish has received £1,216,275 of Community Infrastructure Levy over the last 3 financial years (£964,339 in 2022/23). We have large projects planned such as the extension of our village hall and taking ownership of the open spaces in our parish, delivery of a new play park so although we do not have precise figures, a significant amount of the CIL will be used. We have earmarked £75,000 towards the extension but the majority of the cost will come from CIL. During this financial year we have submitted concept plans to the Local Planning Authority for pre-planning advice. We are currently working with a highways specialist to overcome issues on parking. This project will also include the need to acquire land so CIL will be used for this.

## BUSINESS CONTINUITY PLAN

### 1. AIM

Business Continuity Management is:

“A planning process for all businesses and local authorities, small or large, to help reduce the impacts caused by disruptions and emergencies that can threaten its survival. “

The aim of this document is to record Fernwood Parish Council’s (the ‘Council’) important information and actions the Council would take to help the Council in an emergency or serious business disruption and can recover as quickly as possible afterwards.

### 2. POLICY

Loss or Disruption to the Council		
Loss	Disruption	Action
Staff	Key staff are off work due to sickness  Threat of Sickness (widespread virus)  Clerk/RFO resign	Temporary staff could be employed for periods of long-term sick. Relief caretaker if caretaker unwell. Locum Clerk could be used if Clerk off for long period.  Staff are requested to work from home and have the relevant equipment to perform their tasks from home .  Recruit through local advertising and job sites. NALC could provide advice on recruitment. Aim to employ a qualified clerk or someone who will work towards CiLCA qualification. A sufficient handover provided wherever possible and to use the SLCC New Clerk Handover Check Sheet Template Form.
Councillors	Lack of elected councillors	Election if required. If not, follow N&SDC advice on co-opting Councillors.
IT and Data	IT equipment is damaged irrecoverably, and backups have not worked	Information is saved on the Clerk’s and Administration assistant’s laptops and to the Onedrive.
Building(s) staff and Parish Council work from	Inability to access the Council office or meeting room due to fire, flood or other disaster	Staff can work from home, with access to emails and files – all password protected. The Clerk would need to source another venue to hold the Parish Council meetings.
Suppliers	Companies cease trading	New suppliers are found.

Utilities	Gas, Electric and Water are disconnected	Homeworking commences. The office is closed until such time that the utilities are reconnected.
Equipment	Printer/Photocopier ceases to work  Fire alarm and Intruder alarm breaks down	Work is emailed/scanned and printed at Clerk's home. Printer is leased and on maintenance contract so issues should be resolved relatively quickly.  The maintenance contractor is called out to repair the alarm systems immediately.

### 3. EMERGENCY CONTACTS

Listed below are the details of Key Persons that the Council may need to contact to make it aware of an emergency or serious business disruption.

Name	Contacts
Clerk (Marion Fox Goddard)	
Chairman	
Vice Chairman	

### 4. BUSINESS CONTACTS

Listed below are the Council's key suppliers; they will be contacted in the event of an emergency or serious business disruption

Contract Details	Company	Contact	Account details
Electricity	SSE		
Gas	Crown		
Water	WaterPlus		
Internet/Phone	BT		
Mobile Phone	Brighter Bills		

### 5. INSURANCE, BANK DETAILS & OTHER USEFUL CONTACT DETAILS

Company	Email/Telephone	Policy/Account Number
Zurich Insurance	See Appendix 1	
Unity Bank		

TSB		
Virgin		
CCLA		
BNP Paribas (Printers)		
Securetec (Fire & Intruder Alarms and Emergency Lighting)		

## 7. RECOVERY ACTIONS RECOVERY OF ESSENTIAL ITEMS/DATA

<b>Business Records</b>	<b>How will you recover the records? Alternative Measures in Place</b>
Computer records/data and location	Back-up records are held on the Onedrive and can be accessed remotely.  HMRC system – HMRC data
Critical paper records/information and location	Deeds and such are stored e.g. in a cabinet in the Clerk's Office at Fernwood Village Hall and scanned to Onedrive.
Keys	The clerk has a full set of keys to the building and notice boards. She also holds spare keys which are kept in her desk drawer. All staff have a set of keys to the village hall.
Village Hall Emergency Information	See Appendix 2

## 8. RECOVERY ACTIONS

- i. Advise all councillors
- ii. Activate the continuity plan
- iii. Inform and allocate actions to staff
- iv. Activate alternative suppliers, premises, equipment as required
- v. Review diary and other commitments
- vi. Advise insurance provider
- vii. Complete recovery log

## 9. IMPLEMENTATION

A copy of essential information, including the Business Continuity Plan is held by the Chairman, and Clerk to the Council at their home address. No other Councillor or member of staff have access to this information.

**Dated:** April, 2023

**Review:** May 2023 – following elections or when Fernwood Parish Council has new suppliers/hirers

## Appendix 1: Insurance

### Parish Council insurance claims

#### 7. Claims contact information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Type of Claim	Claims team	Claims contact details	
Buildings, contents including "All Risks" Items	Property Claims	Tel:	0800 028 0336
Business interruption		Email:	<a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a>
Money		Address:	Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Works in progress			
Public liability	Liability Claims	Tel:	0800 876 6984
Employers liability		Email:	<a href="mailto:fnlc@uk.zurich.com">fnlc@uk.zurich.com</a> (new claims) <a href="mailto:zmfic@uk.zurich.com">zmfic@uk.zurich.com</a> (subsequent correspondence)
Personal assault under Money			
Personal accident		Address:	Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4)
Financial and administrative liability			
Professional negligence			
Hirers liability			
Fidelity guarantee			
Libel and slander			
Engineering insurance			
Engineering – Deterioration of stock			
Business travel			
Motor			
		Email:	<a href="mailto:zmmotorclaimsoffice@uk.zurich.com">zmmotorclaimsoffice@uk.zurich.com</a>
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 934 2116 (Switchboard)

#### General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336
5. Track open claims on-line at: <https://www.zurich.co.uk/municipal/existing-customers>

## Village Hall insurance claims

 [insurance@alliedwestminster.com](mailto:insurance@alliedwestminster.com)

 [www.alliedwestminster.com](http://www.alliedwestminster.com)  
[www.villageguard.com](http://www.villageguard.com)

 01937 845 245

### How to Claim

If You need to make a claim, please call Allied Westminster (Insurance Services) Ltd on **01937 845 245**. Lines operate 9am to 5pm, Monday to Friday.

For emergency assistance outside these hours, a 24 hour, 365 days per year claims service is available on **0800 0151 498**. Please have Your Master Policy Number to hand when calling. This number is: **100723922BDN**.

You may also need Your Policy Number, which is: **VH 88/0047440/BSxxxxx**. The 'BS Reference Number' is unique to You. For Our joint protection, telephone calls may be recorded and/or monitored.

## Appendix 2: Emergency Contacts List – Fernwood Village Hall

This list is for use in an emergency at Fernwood Village Hall.

Please use these contact details for in an emergency only and do not share unless you have checked with the clerk that we have permission to do so. (Due to General Data Protection)

Staff	
Councillors	
Contractors	
Insurance Details	

If the hall is out of use and you need to cancel regular hirers

Hirer	Contact	Number	Email	
Caterpillar Music				Friday 9.30am Main
FADS				Tuesday 7.30pm Small
Fernwood Community Church				Sunday mornings Main & Small
Mums and Tots				Thursday 9am Main
Football Camp				School holidays Small
Newark Karate Academy				Tuesday 5.45pm Small
Lucina Mama Antenatal Education				Thursdays 6pm Small
Slimming World				Thursday 5pm Main
Still Smiling				Varies
Tae Kwon Do				Mondays 5.30pm Main
Weightwatchers				Tuesday 5.45pm Main
Youth Club				Friday 6pm Whole
Zumba				Monday 8pm Main

### Fernwood Village Hall Terms and Conditions of Hire

1. A non-refundable deposit of 50% of the total booking cost is payable upon making your booking to hire Fernwood Village Hall. The balance is payable no later than 2 weeks prior to the event. If the balance is not paid in full by the agreed date, Fernwood Parish Council has the right to cancel the booking. At least 2 weeks' notice must be given if you wish to cancel your booking; after this date the balance must still be paid.
2. A £100.00 bond (cash or cheque payable to 'Fernwood Parish Council') must be paid by all hirers at the time of paying the balance for the booking. It can then be collected or shredded (if paid by cheque) after the hire period provided there is no damage to the hall, grounds and equipment. A £40 cleaning bond is also required which will be returned once it has been confirmed that the hall was left as it was found. Cleaning can be arranged and paid for prior to the booking, in which case no cleaning bond is required
3. Activities which cause damage to the floor coverings will incur an additional £50 charge (For example: dragging chairs across the floor). This will be taken out of your bond. **Where damage is evident a deduction will be taken out of the bond to cover any reasonable costs for repair.**
4. The hirer is liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents during their booking.
5. All party providers need to be arranged to arrive and depart within your booking period (For example: bouncy castles, DJs). Should your providers request to arrive or depart outside of your booking period, the additional usage will be payable by the hirer.
6. The hirers confirms that they have read and understood the licence for Fernwood Village Hall (see page 5) and will abide by the terms of the licence. Under no circumstances will the hirer or their guests sell alcohol during their booking. Hirers can bring alcohol if it is not sold, and the bar has not been booked. If the hirer books the bar, an additional bar terms agreement must be signed and adhered to.
7. The hirer must ensure that to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:
  - a. no one attending the event consumes excessive amounts of alcohol
  - b. no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We may ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.
8. The hirer must ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We may ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.
9. The hirer must ensure that
  - a. no **Flame** or **Smoke** is allowed into the premises as this will set off the fire alarm system
  - b. highly flammable substances are not brought into, or used in any part of the premises
  - c. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without consent from Fernwood Parish Council.
10. The hirer must report to us as soon as possible any failure of our equipment or equipment brought in by you. The hirer must report all accidents involving injury to the public to us as soon as possible and complete our accident form (file in kitchen) . You must report certain types of accident or injury on a special form to the Incident Contact Centre. Fernwood Parish Council staff will give assistance in completing this form and can provide contact details

of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

11. You agree not to exceed the maximum permitted number of people per room including the organisers/performers:  
Main Hall: 150                      Small Hall:56
12. The hirer understands that the kitchen is a shared facility unless they have paid for exclusive use of the village hall. The hirer must ensure that no children are allowed in the kitchen at any time.
13. The hirer must make sure that any electrical equipment, including gang sockets and extension cables brought into the hall are covered by a **Portable Appliance Test Certificate (PAT CERT)**. Fernwood Parish Council has every right to check these certificates for authenticity and can cancel the booking at any time if these have not been provided. **Hirers are therefore strongly advised to make sure that these are available upon paying the balance 2 weeks prior to the event.**
14. No notice or decoration shall be fixed to the walls; they can be fixed to the picture rail that runs around the top of the wall. Party cannons and party poppers with foil contents are strictly forbidden.
15. The hirer will make sure all lights are switched off (except the toilets and foyer which have automatic lights) and all heaters are left on (if they were on when the hall was opened).
16. The hirer will ensure all windows and doors are closed before leaving.
17. The hirer is aware that CCTV is operated inside and outside the premises. Fernwood Parish Council may use this to detect misuse of the hall. For example, if the hall is not left in a clean state (when cleaning has not been paid for) or if any damage is found following the hire period.
18. The release and sale of sky lanterns and helium balloons from Fernwood Village Hall grounds is prohibited. The hirer agrees that they will not release or sell sky lanterns or helium balloons in the village hall or its grounds.
19. Parties for 12 year olds and teenagers (from 12-19 years) are not permitted at Fernwood Village Hall. If it comes to the attention of the Parish Council that a party for 12-19 year olds is being arranged at the hall, we reserve the right to cancel the event and retain all payments including bonds.
- ~~20. Set up and take down of the stage can be requested for a £25 charge.~~
21. Fernwood Parish Council requires 2 SIA registered Doormen to be provided for some evening events and for all 21st birthday parties and this will be discussed at the time of the booking. This is to safeguard both guests and property. The expense of hiring the doormen will be met by the hirer and a copy of the SIA licence will be provided to the Parish Council no later than 2 weeks prior to the booking. If it comes to the attention of Fernwood Parish Council that a 21st birthday party has been arranged but the hirer has not informed the hall then we reserve the right to cancel the event. Fernwood Parish Council can arrange a SIA registered Doormen, if requested at the time of booking. This will be subject to an arrangement fee of 20% of the security company's charge, both of which are payable 1 month before the event.
22. Fernwood Parish Council reserves the right to cancel any booking where the hirer has withheld or given false information on the event to take place. Further, if such facts come to light whilst the booking is in progress, the staff reserve the right to close the booking and request that all guests vacate the premises.
23. Fernwood Parish Council will use the information you provide for booking the hall for that purpose and financial audit only. Your personal data will be held in accordance with the Council's Personal Data Retention Schedule. You have the right to withdraw consent for Fernwood Parish Council holding your information at any time.

24. The hirer agrees to be present during the booking and to comply fully with this Agreement.
25. The hirer understands that Fernwood Village Hall staff will not be present during the booking (*other than opening and closing the hall at either end of the booking*) so it is their responsibility to evacuate the hall in an emergency and contact the relevant agencies. **See page 4 for further details.**
26. This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

**Cleaning agreement (please choose your preferred option):**

The hirer will pay for cleaning - £40 <input type="checkbox"/>	The hirer will not pay for cleaning <input type="checkbox"/>
<p>I will pay for cleaning but understand it is my responsibility to:</p> <ul style="list-style-type: none"> <li>a. Bring bin bags so I can discard of any unused food/rubbish. Put these in the outside bin (located through double doors at the back of the hall).</li> <li>b. Wash and stack all used crockery neatly on the shelves after use.</li> <li>c. Place the cutlery in the correct containers.</li> <li>d. Report all breakages to the key holder when they arrive to lock up.</li> </ul>	<p>I will do the cleaning myself. I understand that a cleaning bond of £40 must be made to Fernwood Parish Council two weeks before the booking (this will be shredded or refunded after the event if the hall is left as found).</p> <p>I agree to undertake the following:</p> <ul style="list-style-type: none"> <li>a. Bring bin bags so I can discard of any unused food/rubbish. Put these in the outside bin (located through double doors at the back of the hall).</li> <li>b. Wash and stack all used crockery neatly on the shelves after use.</li> <li>c. Place the cutlery in the correct containers.</li> <li>d. Wipe out the microwave and oven and clean the hob (if used).</li> <li>e. Switch off all power sockets that have been switched on by the hirer.</li> <li>f. Wipe down all surfaces.</li> <li>g. Sweep and mop the floor of kitchen and hall.</li> <li>h. Report all breakages to the key holder when they arrive to lock up.</li> <li>i. Wipe and clean all tables.</li> <li>j. Return tables and chairs to where they were found.</li> <li>k. Leave the Village Hall shall be left in the same condition as it was at the commencement of hire.</li> </ul> <p><b>Should any of points a to k not be actioned, I understand Fernwood Parish Council will keep some or all of my cleaning bond.</b></p>

**DECLARATION**

**I accept the Terms and Conditions as set out above and agree to abide by them when making the booking and whilst using Fernwood Village Hall. I understand my responsibility if there is a fire during my booking and will arrive 5 minutes early for the caretaker to show me the fire exits and sign to say I understand the fire procedure on the day of my booking.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign and return this copy to confirm that you have read, understood and accept these conditions, with your deposit for the hire.**

## **FERNWOOD VILLAGE HALL: FIRE / EMERGENCY INSTRUCTIONS FOR HIRERS**

### **Introduction**

In the event of a fire or other emergency, Council staff, if present, will lead and coordinate all required actions. Hirers and all present must follow instructions from Council staff. However, when no staff are present, the hirer (or hirer's nominated event/activity coordinator) will be responsible for taking the necessary actions. The following guidelines – written in relation to fires, but applicable to other emergencies - are to be followed.

### **Initial Actions**

If the fire alarm sounds, or a fire is detected, the hirer should:

1. Immediately activate the evacuation plan: Sound the alarm (if it hasn't already been sounded). Special care must be taken to ensure that any disabled persons, or others in need of assistance, are helped or guided out of the building.
2. If possible, note the location and scale of the fire. If the fire is small and suitable equipment is to hand, an attempt may be made to extinguish the fire. No risks are to be taken in so doing, and if the attempt is not quickly effective, the individual(s) should cease and evacuate the building. If you are not trained, do not attempt to fight a fire.
3. If the fire cannot be easily extinguished, call the emergency services (Fire Brigade) on any phone, by dialling 999. The location is to be reported as: Fernwood Village Hall, Ruby's Avenue, Fernwood, NG24 3RS. Be prepared to advise on where exactly the fire is (if you know) and whether anyone is still inside the building.

### **Follow-up Actions**

1. If possible, without endangering life, check the building to ensure no-one is still inside.
2. Help (or arrange help for) anyone who is injured or in difficulty.
3. Control the evacuees in the assembly areas, ensuring they remain clear of the building and are also safe from any other hazards (e.g. smoke, traffic, etc.).
4. Contact a representative of Fernwood Parish Council.
5. Be prepared to brief the fire service, when they arrive, on what has happened; to respond to any questions; and to assist in controlling the evacuees if required, while the Brigade tackles the fire.

### **Incident End**

You should contact a representative of Fernwood Parish Council to explain what has happened. If the Fire Brigade has attended, you must wait until the fire service manager gives the all-clear, before allowing anyone to re-enter the building.

Castle House, Great North Road, Newark, NG24 1BY  
Premises licence summary

<b>Premises licence number</b>	<b>001381</b>
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**Premises details**

<b>Postal address of premises, or if none, ordnance survey map reference or description</b> Fernwood Village Hall, Ruby's Avenue, Fernwood
---

<b>Post town</b> Newark	<b>Post code</b> NG24 3RS
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<b>Telephone number</b> 01636 613024
--------------------------------------

<b>Where the licence is time limited the dates</b> Not Applicable
--

<b>Licensable Activities authorised by the licence</b>	
1. Regulated Entertainment	
a. The performance of plays	g. Performances of dance
b. The exhibition of film	h. Anything of a similar description to that falling within (e), (f) or (g)
c. Indoor sporting events	i. The provision of facilities for making music
d. Boxing or wrestling entertainment	j. The provision of facilities for dancing
e. The provision of live music	k. Entertainment of a similar description to that falling within (i) or (j)
f. The provision of recorded music	
2. Late night refreshment	3. The supply of alcohol

<b>The times the licence authorises the carrying out of licensable activities</b>
A Standard Times Regulated Entertainment, Categories (a) to (d) – Monday to Sunday – 08:00 to 23:00 Categories (e) to (k) and the supply of alcohol – Sunday to Thursday – 08:00 to 23:00 Friday & Saturday – 08:00 to 01:00 the following day Late night refreshment – Friday & Saturday – 23:00 to 02:00 the following day
B Non Standard Times – All licensable activities permitted by this licence 24 <sup>th</sup> & 31 <sup>st</sup> December (when not on Friday or Saturday) – 08:00 to 01:30 the following day

<b>The opening hours of the premises</b>
A Standard Times Sunday to Thursday – 08:00 to 00:00 Friday & Saturday – 08:00 to 02:00 the following day
B Non Standard Times 24 <sup>th</sup> & 31 <sup>st</sup> December (when not on Friday or Saturday) – 08:00 to 01:30 the following day

<b>Where the licence authorises supplies of alcohol whether these are on and/or off supplies</b> On the premises only
--

<b>Name, (registered) address of holder of premises licence</b> The Clerk, Fernwood Parish Council, Fernwood Village Hall, Ruby's Avenue, Fernwood, Newark on Trent, Notts NG24 3RS
---

<b>Registered number of holder, for example company or charity number (where applicable)</b> Not applicable
--

<b>Name of designated premises supervisor where the premises licence authorises the supply of alcohol</b> Martyn Peter Cox
---

<b>State whether access to the premises by children is restricted or prohibited</b> Access to the premises by children is neither restricted or prohibited
---

**PROPOSED REGULAR HIRER AGREEMENT**

Item 60c

Based on ACRE MODEL AGREEMENT



Fernwood Parish Council  
Fernwood Village Hall  
Rubys Avenue, Fernwood,  
Newark, NG24 3RS  
Telephone: 01636 613024  
Email: office@fernwood-pc.co.uk

**DATED** .....

**PARTIES**

- (1) The Village Hall named in clause 2.2 managed by Fernwood Parish Council.
- (2) The person or organisation named in clause 2.3.

**AGREED** as follows:

1. Throughout this Agreement:
  - the Village Hall named in clause 2.2 is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Village Hall's charity trustees, employees, volunteers, agents and invitees
  - the person or organisation named in clause 2.3 is referred to as "you"; and "your" is to be construed accordingly; "you" also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
  - where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Parish Clerk.
  
2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

**2.1 Days/Dates/Times required:**

**Start date:**

Day(s)

Monthly / Weekly / Other (please specify).....

Times required      From                                      To

Preparation/Tidy up time:

Ongoing / Fixed timescale (please specify).....

Term time only Yes/No

Should you wish to cancel your booking, you must give at least 14 days notice to Fernwood Parish Council.

**2.2 Fernwood Village Hall**

- (a) Authorised Representative Parish Clerk and Responsible Financial Officer  
 Address Fernwood Parish Council, Fernwood Village Hall, Rubys Avenue, Fernwood, NG24 3RS  
 Telephone Number 01636 613024  
 Email office@fernwood-pc.co.uk

**2.3 Hirer:**

- (a) Name.....
- (b) Organisation.....
- (c) Name of Organisation’s Authorised Representative.....  
 Address.....  
 Telephone Numbers.....  
 Email.....

Should Fernwood Parish Council received enquiries about your class/activity, please indicate below if you are happy for your business details to be shared.	
Name	Yes / No
Email	Yes / No
Phone number	Yes / No

**2.4 Hire Fees**

Hire Fee            £            per session

Type of hire: Club/No profit making / Small Business / Other.....

From time to time, a Fernwood community event may require priority over a regular booking. In these cases, at least 14 days’ notice will be given, and the parties shall consult over alternative arrangements. We will not be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

You will receive an invoice once a month which is payable to Fernwood Parish Council within 14 days.

**2.5 Bond**

You are required to pay a refundable bond of £100, which you can collect after your final session, provided there has been no damage to the Hall, grounds or equipment. Where damage is evident, a deduction will be taken from the deposit to cover reasonable repair costs.

## 2.6 Premises

Main Hall: Yes/No

Small Hall: Yes/No

Main Hall and Small Hall : Yes/No

Storage of equipment: You will remove all your equipment at the end of each hire session.

## 2.7 Purpose/description of hiring:.....

2.8 Will tickets be sold for your event? Yes / No

2.9 Is food to be provided at the event? Yes / No

2.10 Is alcohol to be provided at the event? Yes / No

2.11 Will there be exhibition of a film? Yes / No

2.12 Will live music be performed or recorded music played? Yes / No

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers

Main Hall: 150

Small Hall:56

4. The hall has a licence with the Performing Right Society (PRS) for the performance of copyright music and a Phonographic Performance Licence (PPL).

4.1 We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and Operating Schedule for the premises (see page 4), in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.

4.2 The licence allowing the sale of alcohol detailed in point 4.1 allows Cox's Events only to sell alcohol on the premises. Therefore if you would like a bar for an event you are organising at Fernwood Village Hall, you must contact the Parish Council office who can book Cox's event for you. You hereby acknowledge that you must not sell alcohol in the premises under any circumstances.

4.3 Alcohol brought into the building for personal consumption as long as the bar has not been booked.

5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.

- 7.** None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Fernwood Parish Council.

.....

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.

.....

Castle House, Great North Road, Newark, NG24 1BY  
Premises licence summary

<b>Premises licence number</b>	001381
--------------------------------	--------

**Premises details**

<b>Postal address of premises, or if none, ordnance survey map reference or description</b> Fernwood Village Hall, Ruby's Avenue, Fernwood	
<b>Post town</b> Newark	<b>Post code</b> NG24 3RS
<b>Telephone number</b> 01636 613024	

<b>Where the licence is time limited the dates</b> Not Applicable
--

<b>Licensable Activities authorised by the licence</b>	
1. Regulated Entertainment	
a. The performance of plays	g. Performances of dance
b. The exhibition of film	h. Anything of a similar description to that falling within (e), (f) or (g)
c. Indoor sporting events	i. The provision of facilities for making music
d. Boxing or wrestling entertainment	j. The provision of facilities for dancing
e. The provision of live music	k. Entertainment of a similar description to that falling within (i) or (j)
f. The provision of recorded music	
2. Late night refreshment	3. The supply of alcohol

<b>The times the licence authorises the carrying out of licensable activities</b>
A Standard Times Regulated Entertainment, Categories (a) to (d) – Monday to Sunday – 08:00 to 23:00 Categories (e) to (k) and the supply of alcohol – Sunday to Thursday – 08:00 to 23:00 Friday & Saturday – 08:00 to 01:00 the following day Late night refreshment – Friday & Saturday – 23:00 to 02:00 the following day
B Non Standard Times – All licensable activities permitted by this licence 24 <sup>th</sup> & 31 <sup>st</sup> December (when not on Friday or Saturday) – 08:00 to 01:30 the following day

<b>The opening hours of the premises</b>
A Standard Times Sunday to Thursday – 08:00 to 00:00 Friday & Saturday – 08:00 to 02:00 the following day
B Non Standard Times 24 <sup>th</sup> & 31 <sup>st</sup> December (when not on Friday or Saturday) – 08:00 to 01:30 the following day

<b>Where the licence authorises supplies of alcohol whether these are on and/or off supplies</b> On the premises only
--

<b>Name, (registered) address of holder of premises licence</b> The Clerk, Fernwood Parish Council, Fernwood Village Hall, Ruby's Avenue, Fernwood, Newark on Trent, Notts NG24 3RS
---

<b>Registered number of holder, for example company or charity number (where applicable)</b> Not applicable
--

<b>Name of designated premises supervisor where the premises licence authorises the supply of alcohol</b> Martyn Peter Cox
---

<b>State whether access to the premises by children is restricted or prohibited</b> Access to the premises by children is neither restricted or prohibited
---

# **FIRE/EMERGENCY INSTRUCTIONS FOR FERNWOOD VILLAGE HALL**

Fernwood Parish Council  
Fernwood Village Hall  
Rubys Avenue, Fernwood,  
Newark, NG24 3RS

## **FERNWOOD VILLAGE HALL: FIRE / EMERGENCY INSTRUCTIONS FOR HIRERS**

### **Introduction**

In the event of a fire or other emergency, Council staff, if present, will lead and coordinate all required actions. Hirers and all present must follow instructions from Council staff. However, when no staff are present, the hirer (or hirer's nominated event/activity coordinator) will be responsible for taking the necessary actions. The following guidelines are to be followed.

#### **1. Determine whether the fire brigade is required.**

**If there are signs or smoke or a fire, call 999 and provide the following information:**

- the address (at the top of this page)
- how many persons are still in the building, if any.
- the location of the fire.
- any additional information which might help the fire brigade.

#### **2. Raise the alarm by operating the nearest fire alarm call point.**

#### **3. Assist any users/guests who need help, if it is safe for you to do so.**

#### **4. Leave the premises by the nearest available exit, closing all doors behind you.**

#### **5. Report to the assembly point: the carpark outside of Fernwood Day Nursery.**

#### **6. Do not stop to collect personal belongings or allow others to do so.**

#### **7. Do not shout or run – this may cause panic.**

#### **8. Contact the Caretaker 0xxxxxx**

#### **9. Once the fire brigade has completed their investigation, and only after they have declared the building safe to re-enter, allow your guests/users to re-enter.**

**GATE PADLOCK CODE xxxx**

## Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

### 1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

### 2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

### 3. Use of premises

You must not use the premises (including the car park, if any) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

Use of the kitchen, toilets and garden is shared unless you have booked the whole building and exclusive use has been confirmed by Parish Council staff.

### 4. Insurance and indemnity

- (i) You are liable for:
  - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
  - (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)
  - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
  - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
  - (a) any insurance excess incurred and
  - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Parish Clerk. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

**5. Gaming, betting and lotteries**

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**6. Music Copyright licensing**

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

**7. Music**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

**8. Film**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

**9. Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

**10. Public safety compliance**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Parish Clerk.

(i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall. (see page 5)
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box (in the kitchen).

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.

- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

#### **11. Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

#### **12. Drunk and disorderly behaviour and supply of illegal drugs**

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

#### **13. Food, health and hygiene**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are/are not (delete as appropriate) provided with a refrigerator and thermometer.

#### **14. Electrical appliance safety**

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

#### **15. Stored equipment**

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

#### **16. Smoke and Flames**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

You must ensure no flame or smoke (including smoke machines) is allowed inside this premises as this may set off the fire alarms.

#### **17. Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Parish Council staff will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

#### **18. Explosives and flammable substances**

You must ensure that:

- (i) Highly flammable substances are not brought into or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

#### **19. Heating**

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

#### **20. Animals**

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

#### **21. Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

#### **22. Sale of goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

#### **23. WiFi Services**

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any for the following purposes:
  - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - (c) interfering with any other persons use or enjoyment of the WiFi service; or
  - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

## **24. Termination of the WiFi service**

We have the right to suspend or terminate our wifi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

## **25. Availability of WiFi Services**

- (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **26. Privacy and Data Protection**

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (iii) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to:

When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:

- (a) not to use the WiFi service for any for the following purposes:
  - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - (iii) interfering with any other persons use or enjoyment of the WiFi service; and
  - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

## **27. Cancellation**

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

### **28. End of hire**

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

Bins must be emptied into the external bins (if they have been used during your hire period).

### **29. No alterations**

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

### **30. No rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.



## Investment Policy

~~Adopted on April 25<sup>th</sup>, 2022~~ Revisions to be considered by on April 17th 2023

### 1. Introduction

- 1.1 This policy is based on the SLCC Model Investment Policy © Copyright 2019 which members use and adapt within their own councils on the understanding that the copyright remains with the SLCC. (The Society of Local Council Clerks is a company limited by guarantee and registered in England and Wales with company registration number 10566132. Registered office: 8, The Crescent, Taunton, Somerset TA1 4EA).
- 1.2 The Clerk has considered the SLCC's model policy content carefully and adapted it to meet Fernwood Parish Council's circumstances including adding Statutory Guidance on Local Government Investments (3rd Edition) Issued under section 15(1)(a) of the Local Government Act 2003 Appendix 1 contains the SLCC's guidance notes.
- 1.3 This policy is created under guidance issued by the Secretary of State for Communities and Local Government in accordance with the Local Government Act 2003. The extant guidance was issued by DCLG in 2010.
- 1.4 Fernwood Parish Council acknowledges its responsibility to the community and the importance of prudently investing any reserves held by the Council.

### 2. Objectives

- 2.1 The general policy objective of the Council is prudent investment of its balances. The Council's investment priorities are:
  - (i) Security of reserves and then
  - (ii) Liquidity of investments
- 2.2 The Council will aim to achieve the optimum return on its investments commensurate with proper levels of security and liquidity.

### 3. Investment Policy

3.1 The Parish Council shall diversify its reserves between multiple relatively highly rated UK banks and building societies and by appointing Charities, Churches and Local Authorities Investment Management Ltd. (CCLA), for investment of surplus funds. The Parish Council shall only use specified investments as defined by DCLG guidance.

~~3.2 The Council will retain the 95 day term accounts with Nationwide Building Society and Redwood Bank.~~

3.2 No investment shall be held with the council's current bankers.

3.3 The Parish Council shall only invest with banks/building societies which it defines as “High Credit Quality”. This being those with a credit rating of A with Moody’s Investors Service or BBB with Standard and Poor’s or Fitch Ratings Ltd.

3.4 Investments shall be decided and placed by the Responsible Financial Officer having used due diligence including as a minimum finance search engines and ratings agencies.

- a. This shall be under the Full Council
- b. The actual movement of money shall be by the usual authorised signatories.

3.5 The procedure for undertaking investments, considering the need for timely and speedy placing of deals) shall be documented by the Responsible Financial Officer and approved by the Full Council before any investments are placed.

3.6 The Responsible Financial Officer shall review credit ratings of organisations in which the Council holds investments on an annual basis. Should the credit rating of an organisation fall below that specified under 3.3, the Responsible Financial Officer shall consult the Banking and Investments working group and take the appropriate action.

3.7 A summary of current investments can be found in Appendix 2.

#### **4. Revision**

4.1 Any revisions to this policy shall be approved by the Full Council.

4.2 The Full Council review this policy annually.

4.3 Notwithstanding 4.2 this policy shall be reviewed in the event the Bank of England increases its base rate above 3% or the Financial Services Compensation Scheme is extended to cover the Parish Council.

### **ADVICE NOTE: Investments (England only)**

1. This Advice Note applies only to parish and Parish councils in England.
2. Councils have the power to invest for any purpose relevant to their functions under any enactment, or for the purposes of the prudent management of their financial affairs (section 12 of the Local Government Act 2003, the '2003 Act').
3. The Government has issued guidance on local government investments under section 15 of the 2003 Act ('the Guidance') and this has statutory force. The latest edition, which applies for accounting periods starting on or after 1 April 2018, can be found at <https://www.gov.uk/government/publications/capital-finance-guidance-on-local-government-investments-second-edition> Clerks/RFOs should download and read both the Guidance and the 'informal commentary' annexed to it.
4. The Guidance is mandatory where investments of a parish or Parish council exceed or are expected to exceed £100,000 at any point in a financial year (see paragraph 14 of the Guidance on page 2). Note that this is a lower limit than for the previous edition (see paragraph 11 of the non-statutory commentary on page 10). Parish or Parish councils where investments are expected to exceed £10,000 are encouraged to adopt the principles in the Guidance.
5. 'Investment' in the Guidance is very widely defined (see paragraph 4 of the Guidance on page 1) and includes non-financial investments such as property investments. It follows that where councils own or lease property they need to be clear as to whether the property is held for the purposes of enabling the council to perform its functions or as an investment. This can be a difficult decision where a council expects or hopes to make a profit from property ownership.
6. Where the Guidance is mandatory, or where a council has adopted the principles in the Guidance, the council must, at a Full Council meeting, adopt an investment strategy for each financial year (see paragraphs 15-19 of the Guidance on pages 2-3 and paragraphs 12-17 of the non-statutory commentary on pages 10-11).
7. The key paragraphs in the Guidance are paragraphs 26-29 on page 4, discussing security, liquidity and yield. Yield should always be a much less important factor than security and liquidity.
8. A parish or Parish council has a number of powers to make loans to organisations and this is covered in paragraph 33-34 of the Guidance on page 5 and paragraph 27 of the non-statutory commentary on page 14. However as local councils do not publish a balance sheet there is no financial benefit to a local council in making a loan and it may put pressure on the borrower: it may be in everyone's interest to make a grant instead.
9. All councils need to have regard to paragraphs 48-50 of the Guidance (on page 8) and paragraphs 38-40 of the non-statutory commentary (on page 16) on capacity, skills and culture. With more devolution of services and assets to local councils many councils may want to consider whether a higher degree of professionalism is required.

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**Appendix 2: Current investments (31/3/23)**

<b>Institution</b>	<b>Type of Account</b>	<b>Term (End date)</b>	<b>Date of investment</b>	<b>Rate of interest at time of investment</b> <b>Gross/AER</b>	<b>Current Rate of interest</b> <b>Gross/AER</b>	<b>Amount invested</b>
CCLA	Public sector deposit fund	Indefinite Instant access	Various	Various deposit dates	3.9060% (28/2/22)	£1,120,000
Virgin Money	24 months business account	2 years 7/11/24	7/11/22	2.2%	2.2% Fixed rate	£85,000

# Community Infrastructure Levy Consultation Results

March 2023, ISSUE 7

Fernwood Parish Council

## Fernwood Gazette



Thanks to Geoff Bowers for this photograph taken in Fernwood

### **In this issue:**

- **Community Coffee Mornings**
- **Community Infrastructure Levy Consultation**
- **Hollowdyke Lane**
- **New Play Park in Fernwood**
- **Updates on the Parish Council's work**
- **Woodland Update**

*Prepared by: Marion Fox Goddard, Parish Clerk and Responsible Financial Officer*

*Date: April 10th, 2023*

## 1. Introduction

On February 28th February 2023, Fernwood Parish Council published an online survey regarding the use of Community Infrastructure Levy in Fernwood. The questions can be found in [Appendix 1 – page 8](#). This was promoted through the Parish Council Facebook page and website and shared to the two local Facebook groups<sup>1</sup>. The consultation was also covered in the Fernwood Gazette which was delivered to all households and businesses in Fernwood at the beginning of March. The option to post replies to the Parish Council (at the village hall) was offered to any residents not online.

The online survey closed on April 5th, 2023. This document contains the results of the survey and will be included in the agenda pack for the Parish Council meeting to be held on April 17th, 2023, and the Council will discuss how to proceed at that meeting.

## 2. Survey results

36 responses were received. Full results can be read on pages 3 to 7 of this document.

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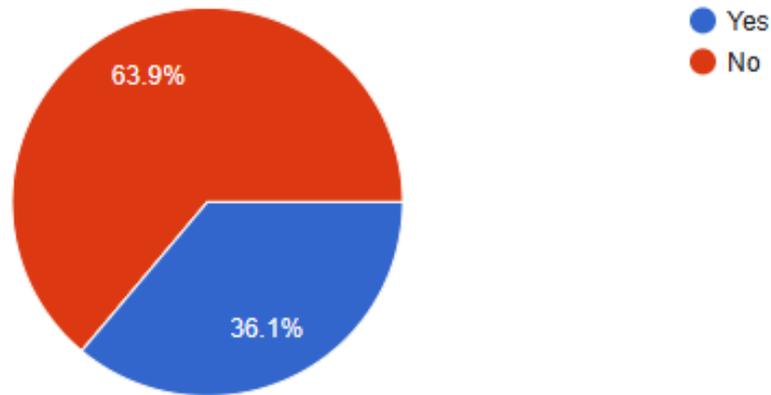
<sup>1</sup> MyFernwood Residents Group and Fernwood Village Newark

### 3. Results

#### Question 1

Do you have any other suggestions for the use of CIL?

36 responses



#### Respondents' suggestions for use of CIL

Please also consider the new park on Phoenix Lane which is already becoming a favourite for anti-social behaviour. This is being reported but so far no improvements have been made. It needs CCTV, street lighting etc. which may help to keep behaviour at an acceptable level.

Alongside this - the real speeding issue is actually on Phoenix Lane as you come off Goldstraw. It won't be long until someone is hit as cars speed round at ridiculous speeds.

1. More parking next to village green.
2. Removal of Firstport and the maintenance & Management scheme in Fernwood.
3. PC to take on maintenance & Management of Fernwood Central.
4. Maintenance & Management scheme taken of our deeds.
5. Hollowdyke Lane to be keep open both ends.

I cannot understand why it cannot be left open both ends as it is right now.

If it was safe to have a travellers site right on the end blocking the view of the road and hump, so it's safe to drive through now ( so why is everyone trying to make out its dangerous for everyone to use except gypsies).

Hollowdyke lane is the only alternative route out of the village when A1 is gridlocked.

We have Balderton residents taking their children to the annex in Fernwood blocking drives and roads in their cars on a daily basis because they cannot go up Hollowdyke lane.

They would have better access up Hollowdyke lane and cause less problems for the village.

6. Pushing all the new builds traffic through the existing village and onto the grate North Road

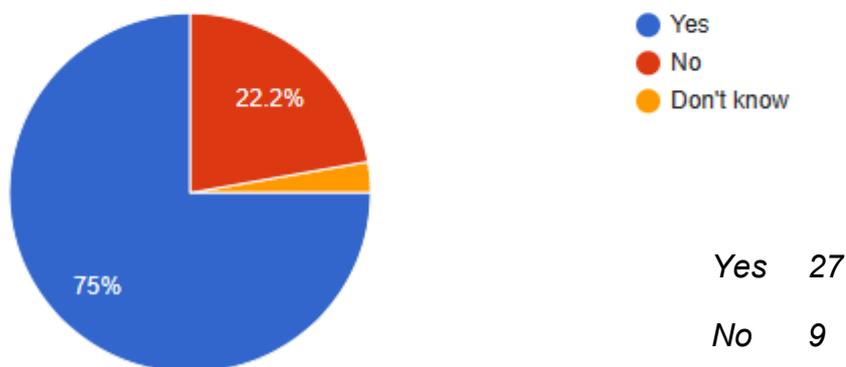
<p>will cause bottle neck every morning and evening at the island and slipways. It has already started to cause problems now with traffic backed up on dale way and Goldstraw Lane at peak times. How bad will it be with another 6000 plus cars from the new builds all trying to get out in the morning and back in the evening along with what we have already. Its Nightmare waiting to happen.</p>
<p>Agree with all suggestions above, but also some sort of signposted walk/trail around Fernwood. Summer activates on the greens</p>
<p>Agree with the CCTV, cover in the centre of Rubys Walk would be good too. Tidying up outside the shop and rails at the bottom of the slope. Some large dips are appearing along the grassed areas along Rubys Walk which looks to be as a result of virgin media works. Improvements to parking and verges on Goldstraw, where they could be replaced for parking bays. Lollipop men/ladies for schools and dangerous crossing points.</p>
<p>I think it would help if more were done to support the establishment of community groups at the village hall. At the moment if residents want to get together for say a book club or similar they have to go to the Tawny Owl because they have to pay to use the village hall. Charging is therefore a barrier to facilitating and encouraging small community groups.</p>
<p>Improve park facilities to accommodate slightly older children with wooden equipment such as zip line, climbing equipment and tree house. Improve Goldstraw lane to prevent parking on pavements (i.e nice bollards) and restrict parking to just one side of the road.</p>
<p>Improving the car parking around the estate in general especially around junctions which is just dangerous in places. Better maintained and signed walks around the estate/wooded areas</p>
<p>Keeping the paths clean.</p>
<p>Many people stop using the meadow in winter because the path are too muddy .I suggest covering the paths in self binding gravel ,a cheap modern way of making the paths usable.</p>
<p>More space for other groups to meet. Like scouts and guides</p>
<p>Speed control on Goldstraw Lane, stopping traffic from reaching the new development from Goldstraw lane to prevent it becoming a rat run.</p>
<p>The children of Fernwood deserve better facilities.</p>
<p>When the land at fernwood is handed over turn the meadow area a nature reserve Making it more wildlife friendly planting native trees etc and maybe incorporating the balancing ponds which currently are a bit of an eyesore. Existing woodland is too much of a monoculture and needs thinning. Also link into the new development green areas being built adjacent to this area creating wildlife corridors.</p>

## Question 2

**Other possible uses for CIL - Hollowdyke Lane** The Council will be considering whether to use CIL to pay for feasibility studies and research to enable the council to see whether it would be possible to keep Hollowdyke Lane open at the Balderton end. The Council will consult with residents regarding this.

Do you agree the Council should use CIL funding to investigate when it is possible to keep Hollowdyke Lane open?

36 responses

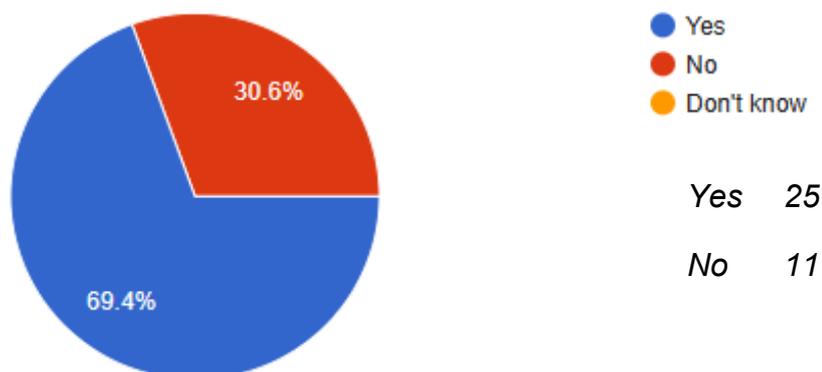


## Question 3

**Other possible uses for CIL - Parking issues on Goldstraw Lane** The Council could consider using CIL to pay for a study on what can be done to ease parking issues on Goldstraw Lane.

Do you agree the Council should use CIL funding to investigate what can be done to ease parking on Goldstraw Lane?

36 responses



## Question 5: Further feedback regarding the use of Community Infrastructure Levy

Address any social behaviour by employing an evening security guard who patrols Fernwood until around 12 midnight ish, which is the time that teenagers are often out.

Disagree with the CIL covering maintenance on areas not covered by FirstPort maintenance fees. There's no reason for them to have this, they buy on a normal development with local authority standard maintenance etc.

BBQ area for community to use during summer

Definitely need to stop the parking outside one stop due to lack of visibility when trying to cross the road.

Great to see this survey. On the whole they seem like a sensible and positive set of suggestions for the community.

On Hollowdyke lane - great that you are looking into this, but please be cautious and consider that any plan to re-open the Balderton end would absolutely lead to Fernwood becoming a new bypass for the A1 every time it snarls up. This would be disastrous, since our roads struggle to deal with local traffic, let alone thousands of cars trying to find a way around the latest A1 crash. Any plan to open the Balderton end would likely need any village through-routes to be blocked off (except emergency vehicles) for everyone's safety.

What would be great to see is that end of Hollowdyke lane at least being made safe and attractive as a cycling route; it is not a very inviting or safe option currently considering we all need to cut back on car usage for so many good reasons.

On Goldstraw Lane -

I live on the corner of Goldstraw and Phoenix Lane and something absolutely has to be done about the dangers of that junction. Some ideas having lived there for 7 years :

- some parking bays built into the (very deep) pavement opposite Phoenix lane may help, but would need to be in conjunction with traffic calming; it's frightening the unsafe speed people already tackle that junction at - not necessarily faster than the speed limit, but far faster than is safe considering the almost complete lack of visibility due to parked cars - especially when the kids are walking to and from school.

- A 7.5 tonne weight limit in the village; it is astonishing the size of trucks trying to tackle that junction, regularly mounting and damaging the pavements, let alone endangering the many children and pedestrians using them.

If you need any more details, please feel free to contact me on REDACTED

I believe study for Hollowdyke will be wasted money as its been made totally clear that the council will not budge an inch on this. A study for Goldstraw Lane will be the same as we cannot magic parking spaces and if we use double yellows that will just move the problem further on, I feel it will just be a waste of money unless someone can actually see where some improvements can be made before a study is agreed

I think the community should be asked about feasibility studies when we have a clearer understanding of how much they are likely to cost.

I would very much like to see and improvement to the central play park, to bring it up to Claypole/Collingham standards and to provide something for older 10+ children (such as a small skate park or woodland army-style obstacle course)

Please use on existing infrastructure improvements and improved security rather than new projects.

Prevent County Councillors clawing credit for everything else other people do  
Take over the tennis courts and have a sports equipment library - deposit but free. Tennis rackets. Buy some netball hoops, soft ball/ rounders equipment. Evening lighting.

Red telephone box (which might have to be in the grounds of the hall due to local delinquents) to use as a book swap, like other villages have.

More benches for people to sit and watch the world go by.

Do something to make the meadow a nice sub park for dog walkers. Some evening lighting there.

Lighting on path from Dale way to park.

There is lots of places to create additional parking, that will then allow yellow lines to be put on dangerous bends etc, but only when additional parking is made.

The extra wide paths around the village could have parking bays.

If you put yellow lines down before you create more parking, then you will just move it to another street.

Without a doubt, the play park/field need serious investment. Most villages have much better play parks than fernwood, ours is poor and needs developing.

May I suggest going to Collingham to have a look at the park there. Don't see why Fernwood can't have something similar.

## Appendix 1: Fernwood Gazette Article including survey questions



### **Introduction**

In January this year, Fernwood Parish Council adopted a Community Infrastructure Levy Policy. Community Infrastructure Levy (CIL) is the way Newark and Sherwood District Council (N&SDC) collect financial contributions from developers to help pay for new and improved infrastructure. It is calculated on a pounds (£) per square metre basis of new development.

CIL regulations require N&SDC to pass a proportion of CIL funds raised in developments in the Fernwood Parish to Fernwood Parish Council. Due to the work carried out by the Parish Council, to ensure that Fernwood has a neighbourhood plan in place, Fernwood receives a larger proportion of CIL - 25%, uncapped.

Guidance on CIL is available at Community Infrastructure Levy at [www.gov.uk](http://www.gov.uk). By law, CIL money must be spent on the provision, improvement, replacement, operation, or maintenance of infrastructure needed to support development.

Fernwood Parish Council has received £1,216,274 of CIL up to 31st December 2022. With thousands more houses due to be built in the parish over the next 10 years, it is projected that the Council will receive over £600,000 more of CIL from the Barratt David Wilson Homes (BDWH) and Allison Homes (AH) developments. These figures do not consider the CIL that the Parish Council will receive from the Persimmon Homes development.

### **What CIL has been used for**

So far CIL has been used for relatively small projects such as the woodland purchase (see page 10) and all related costs, new/replacement dog bins, a coat of arms for the parish, Village Hall transfer legal costs, Village Hall improvements, Youth Club provision and Dale Crescent green – shrubbery and gym equipment replacement.

### **What we plan to use some of the CIL for**

Further expenditure has been earmarked for the following projects:

- **CCTV** over the Fernwood central park and on Rubys Walk (through the N&SDC CCTV partnership)
- Dale green – **replacement of gym equipment**
- **Interactive speed camera** on Dale Way
- **Legal agreements** for the land transfer/maintenance of open spaces/community facilities in new developments.
- **Maintenance/provisions** in the new developments.
- **Replacement/enhancement of Fernwood central play park**
- **Welcome to signage** on the edges of the parish
- **Village Hall extension**
- **Costall Woods** maintenance, signage, and development of a wildlife garden behind Marron Court

#### **Other possible uses for CIL**

a. **Hollowdyke Lane** The Council will be considering whether to use CIL to pay for feasibility studies and research to enable the council to see whether it would be possible to keep Hollowdyke Lane open at the Balderton end. The Council will consult with residents regarding this.

b. **Parking issues on Goldstraw Lane** The Council could consider using CIL to pay for a study on what can be done to ease parking issues on Goldstraw Lane.

**Fernwood Parish Council welcomes suggestions from residents of Fernwood - we encourage you to get in touch if you would like to make a suggestion.**

#### **Grants**

Grants of up to £5,000 are available to Community Groups and other organisations to enhance their work. For the Council's grant policy and application form – visit [www.fernwood-pc.co.uk](http://www.fernwood-pc.co.uk)



Fernwood Parish Council is committed to using CIL for the benefit of the community.

Residents are invited to feedback on the Council's plans for use of Community Infrastructure Levy and submit any other ideas they feel would benefit the Parish of Fernwood.

Our online survey can be completed at: <https://forms.gle/u4XMkjVbUctZpd3v9>

*There is a link for this on the home page of the Parish Council website:*

**[www.fernwood-pc.co.uk](http://www.fernwood-pc.co.uk)**

Alternatively email: [feedback@fernwood-pc.co.uk](mailto:feedback@fernwood-pc.co.uk) to share your thoughts or post a note in the Fernwood Village Hall post box.



# the **play inspection** company

## Post Installation Report

Fernwood Parish Council

Dale Crescent

Fernwood, NG24 3JT



**API** Associate



## Inspection Scope for RPII Inspection Methodology

This document outlines the RPII scope for inspections undertaken by the Inspectors listed as Annual Inspectors on the RPII Register of Inspectors when undertaking Indoor Annual, Outdoor Annual, Outdoor Operational and Outdoor Routine inspections.

Inspections are undertaken with reference to the standards listed in this preamble only; where no date for the standard is given it will be the standard that is current at the time of inspection except where overlap periods are granted by the standards committee when standards are updated. The information contained in reports is provided to assist the owner/operator in fulfilling their responsibilities as detailed in the relevant standard. Other standards referenced within the listed standards do not form part of the inspection, unless they are also explicitly listed here.

The following standards are relevant to all installations of equipment that are publicly accessible to users; this includes public parks, pay and play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks etc. All equipment used or employed in publicly accessible areas should meet with the requirements of the relevant standards (listed below):

BS EN 1176 Parts 1, 2, 3, 4, 5, 6, 10 & 11 Playground equipment intended for permanent installation outdoors & indoors.

BS EN 1176 Part 7 - 'Guidance on Installation, Inspection, Maintenance and Operation' (this document gives guidance to the owners/operators of the facility on the installation, inspection, maintenance and operation of playground equipment, excluding ancillary items).

In the United Kingdom the National Foreword forms an important part to the understanding and implementation of the recommendations set out in this document. It clarifies the application of the document within the UK as best practice guidance, as the document has been used since its initial publication. Therefore, in the UK this standard (BS EN 1176 – Part 7) contains no requirements and needs to be read and implemented as guidance, with the use of the term 'shall' therefore becoming a recommendation, as in the term 'should'.

Domestic play equipment falls outside of the scope of BS EN 1176 and has its own standards (BS EN 71 series – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report but any comments concerning compliance will follow the requirements and recommendations of BS EN 1176.

When water play items, including spray parks, are inspected any comments concerning compliance within the inspection will refer to BS EN 1176. We have not assessed these against the requirements of BS EN 17232 (Water play equipment and features).

Other equipment that is not clearly identified as unsupervised or domestic (natural play, self-build equipment etc.) will be assessed for compliance with the relevant standard listed below:

- BS EN 15312** Free access multi-sports equipment
- BS EN 14974** Skateparks
- BS EN 16630** Permanently installed outdoor fitness equipment
- BS EN 16899** Parkour equipment (plus RPII/API guidance notes)

Annual and Post Installation inspections will take into consideration compliance with these current standards, and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area (that area which is obviously part of the playground), nominally up to three metres around, the fence line if closer, or other areas as agreed.

Operational inspections only take into consideration defects related to cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) structural integrity, wear and vandalism.

Routine visual inspections relate only to the most obvious defects such as broken or missing parts, litter, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

All inspections are non-dismantling, non-destructive and do not include any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

The inspector will access all reasonably accessible equipment and will assess all reasonably accessible parts above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment.

Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document. (Note: Ancillary items are not included in the specific equipment-type parts of the EN 1176 series; hence they are not assessed for compliance with EN 1176 series and are subject to a general safety assessment).

The owner/operator is responsible for the overall safety of the equipment and area.

The inspector will not undertake any of the following works unless specifically agreed in writing at the time of order:

Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of the impact attenuating properties of any surfaces; the identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection; the inspection of any equipment (or part thereof) that is beneath the playing surface (loose-fill materials may be moved to expose foundations); tightening any bolts, hinges or other fixing devices on any apparatus or equipment; assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment; assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming); where planting or trees are mentioned in the report no assessments of toxicity, suitability or condition are undertaken – the owner/operator should have suitable inspections provided by a competent person.

The owner/operator should have a 'design risk assessment' provided by the manufacturer/designer of the area for the equipment and location in which the facility is installed.

The operator is responsible for managing risks of their provision and is required by law to carry out a 'suitable and sufficient assessment' of the risks associated with a site or activity. This inspection shall be considered as contributing to the operator's discharge of this responsibility.

The details contained within the report are a snapshot of the condition at the time of inspection only and subsequent events may affect the condition of the facility. Suggested remedial actions are based on the knowledge and experience of the inspector and/or that of the inspection company. The owner/operator should always seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

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The operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facilities. The inspection guidance is listed in Table 1, with an indication of which parts will be included in an RPII Annual or Post-Installation Inspection. The relevant standards also contain additional parts which the operator should follow.

Inspection recommendations of relevant standards Refer to relevant standards for full text	Annual Main	RPII Annual/ Post Installation Inspection
6.1 d) Overall levels of safety of equipment (see note 1)	✓	✓ [1]
6.1 d) Overall levels of safety of foundations (see note 1)	✓	✓ [1]
6.1 d) Overall levels of safety of playing surfaces (see note 2)	✓	✓ [2]
6.1 d) Compliance with the relevant parts of the standard and or risk assessment (see note 3)	✓	✓ [3]
6.1 d) Effects of weather	✓	✓
6.1 d) Presence of rot, decay or corrosion (see note 1)	✓	✓ [1]
6.1 d) Assessment of repairs made or added or replaced components (see note 4)	✓	✓ [4]
6.1 d) Excavation or dismantling/additional measures	✓	✗
6.2.1 Assessment of glass reinforced plastics (see note 5)	✓	✓ [5]
6.2.1 Inspection of one post equipment (see note 1)	✓	✓ [1]
6.2.4 Undertaking the Operators inspection protocol	✓	✗

NB: The clause numbers in table 1 are taken from BS EN 1176 - Part 7:2020. The content is equally applicable to all other relevant standards listed herein. Playgrounds contain a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator's overall Annual Main Inspection as detailed in the relevant standards.

[1] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested or with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment.

- [2] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on RPII annual inspections.
- [3] The inspection assesses compliance where this can be tested on site using manual methods without dismantling, destruction and without the use of tools or specialist equipment.
- [4] The operator should use manufacturer's recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance.
- [5] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.

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## Risk Assessment Matrix

				Scores in the report are multiplication factors of Likelihood x Severity				
				Severity>>				
<b>Likelihood</b>	Very High probability, if the situation is not addressed an accident is almost certain.	5	Very High	VL (5)	L (10)	M (15)	H (20)	VH (25)
	High probability an accident is probable without any added factor.	4	High	VL (4)	L (8)	M (12)	H (16)	H (20)
	Moderate probability an incident is foreseeable.	3	Moderate	VL (3)	L (6)	L (9)	M (12)	M (15)
	Some probability, requires a combination of factors to take place.	2	Low	VL (2)	VL (4)	L (6)	L (8)	L (10)
	No significant probability; lightning strike, freak accident.	1	Very Low	VL (1)	VL (2)	VL (3)	VL (4)	VL (5)
				Very Low	Low	Moderate	High	Very High
				1	2	3	4	5
				No injury likely e.g. damaged or soiled clothing, minor bruising, grazes	Minor injury, laceration or bruising requiring first aid only	Injury requiring medical intervention e.g. cuts requiring stitches	Serious injury including concussions or fracture of long bones	Severe injury involving a potential life changing injury or fatality
				<b>Severity&gt;&gt;</b>				
<p>Note 1: The total risk scores included within our reports are a multiplication factor of the calculated Likelihood and Severity of each finding. Both Likelihood and Severity are given a number between 1 - 5 as shown on the matrix above and these two numbers are then multiplied together to give the total risk score that is shown against defects on the report. Total risk scores can be divided in both directions, i.e. a total risk score of 12 could be a Likelihood (3) x Severity (4) or Likelihood (4) x Severity (3).</p>								

Note 2: When we inspect we only see a snapshot of the current condition of the equipment. It is the operators responsibility to ensure that there is a continuing level of maintenance to keep the equipment in good working order and the site fit for use.

**Equipment has been assessed to the following standards where relevant:**

BS EN 1176 Parts 1-11 (Playground equipment and surfacing)

BS EN 14974 (Facilities for users of roller sports equipment)

BS EN 15312 (Free access multi-sports equipment) BS EN 16899 (Parkour Equipment)

BS EN 16630 (Outdoor Fitness Equipment).

# Dale Crescent

Inspection Ref: 2011226

Site Ref: 97238

Inspected: 29-March-2023 - 09:50 by John-Aris Hirst (RPII Annual Inspector)

Risk Assessment: 8 Low Risk

**Location:**

The site is located in an area of public open space and is overlooked by a number of properties in the local community.

**Disabled Access:**

Some accessible features; an area that presents difficulties to the majority of people with disabilities but in favourable circumstances and certainly in partnership can be accessed.



4 - Very Low Risk

**Item:** Sign  
**Manufacturer:** Owner/Operator  
**Surface Type:** N/A  
**Item Quantity:** 1  
**Equipment Compliance:** N/A  
**Surface Area Compliance:** N/A



**Total Findings:** 1

**Finding 1**

The signage is damaged or missing - Replace signage



4 - Very Low Risk

**Item:** Air Skier  
**Manufacturer:** Fresh Air Fitness  
**Surface Type:** Concrete  
**Item Quantity:** 1  
**Equipment Compliance:** Yes  
**Surface Area Compliance:** Yes



**Total Findings:** 1

**Finding 1**

This item is satisfactory - no work required -



8 - Low Risk

**Item:** Double Air Walker  
**Manufacturer:** Fresh Air Fitness  
**Surface Type:** Concrete  
**Item Quantity:** 1  
**Equipment Compliance:** No  
**Surface Area Compliance:** Yes



**Total Findings:** 4

**Finding 1**

The posts are misaligned and the footplates are not level each other at rest - Refer to manufacturer / contractor measured) - Refer to manufacturer

**Finding 2**

The swinging movement of the item exceeds the maximum with 55 degrees from the vertical required by BS EN 16630 (59.3 degrees

**Finding 3**

There are trip hazards at the edges of the surface - surrounding surface levels to remove the trip points

**Finding 4**

Whilst not a safety concern, the client has pointed out that Reinststate there are some inconsistencies within the finished concrete (Some of the surface is pre-existing) - Refer to contractor

# Findings information



4 - Very Low Risk (Finding 1)

**Item:** Ancillary Items - Sign

**Risk Level:** V - Very Low Risk

**Manufacturer:** Owner/Operator

**Surface:** N/A



**Finding:** The signage is damaged or missing

**Action:** Replace signage



8 - Low Risk (Finding 1)

**Item:** Outdoor Fitness Equipment - Double Air

**Risk Level:** L - Low Risk

Walker

**Manufacturer:** Fresh Air Fitness

**Surface:** Concrete



**Finding:** The posts are misaligned and the footplates are with each other at rest

**Action:** Refer to manufacturer / contractor not level



8 - Low Risk (Finding 2)

**Item:** Outdoor Fitness Equipment - Double Air

**Risk Level:** L - Low Risk

Walker

**Manufacturer:** Fresh Air Fitness

**Surface:** Concrete



**Finding:** The swinging movement of the item exceeds the degrees from the vertical required by BS EN 16630 (59.3 degrees measured)

**Action:** Refer to manufacturer maximum 55



8 - Low Risk (Finding 3)

Outdoor Fitness Equipment - Double Air

**Item:**

Walker

**Risk Level:**

L - Low Risk

**Manufacturer:**

Fresh Air Fitness

**Surface:**

Concrete



**Finding:** There are trip hazards at the edges of the surface **Action:** Reinststate surrounding surface levels to remove the trip points



0 - Risk Assessment not Undertaken (Finding 4)

**Item:** Outdoor Fitness Equipment - Double Air Walker  
**Manufacturer:** Fresh Air Fitness  
**Risk Level:** N - Risk Assessment not Undertaken  
**Surface:** Concrete



**Finding:** Whilst not a safety concern, the client has pointed out that there are some inconsistencies within the finished concrete (Some of the surface is pre-existing)  
**Action:** Refer to contractor out

## Fernwood Youth Club annual data for 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2023

### Age of Young People Attending Fernwood Youth Club- Up to 04/04/23

Age of Young People	Number of Young People
10	5
11	11
12	33
13	37
14	23
15	5
16	4
<b>Total:</b>	<b>118</b>

The graph shows the current age of young people who have attended the Youth Club this year.

The figures do not count any young people who Youth Workers have been in contacted with who have not fully signed up for the provision.

The table shows most of the Youth Club members are aged 12 to 14. Over the next financial year this will show as the youth club having a higher senior membership.

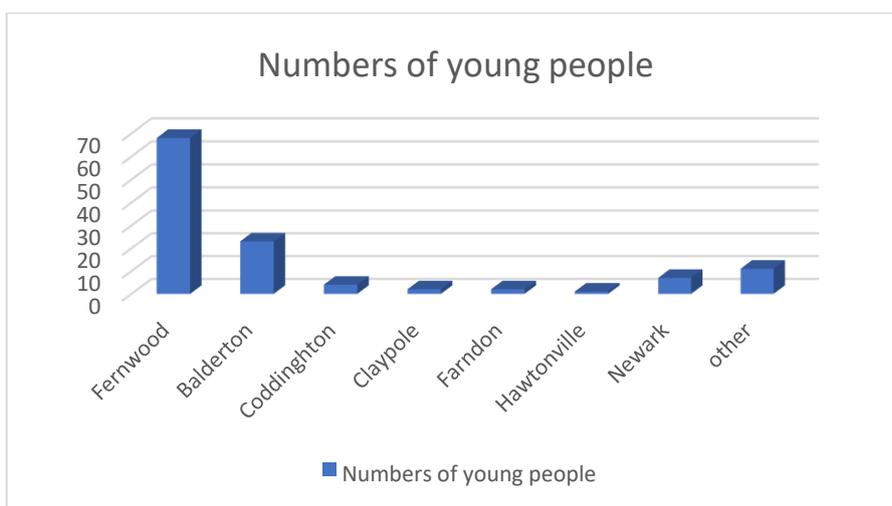
There is a need to attract more Junior age group in school years 6, to ensure new members have a chance to older members do not become a age group.

attend and ensure the block for the younger

Male	Female
63	55

### Location of Young people Attending Fernwood Youth club- up to 14/10/22

Location	Number
Fernwood	68
Balderton	23
Claypole	2
Coddington	4
Farndon	2
Hawtonville	1
Newark	7
Other	11
<b>Total</b>	<b>118</b>



58% percent of young people attending the Youth Club live in Fernwood. The other 42% are from surrounding areas.

Session at the end of the financial year have seen a higher proportion of young people from Fernwood

## Total Number of Young People per Session

April	May	June
22/04/22- 50 yp 29/04/22- 56 yp	06/05/22- 45 yp- (raining) 13/05/22- 72 yp 20/05/22- 48 yp 27/05/22- 28 yp	3/06/22- (Close Half Term) 10/06/22- (Closed Half Term) 17/06/22- 16 yp 24/06/22- 8 yp (Outreach)
July	September	October
01/07/22- 10 yp (Outreach) 08/07/22- 16 yp 15/07/22- 24 yp 22/07/22- 29 yp 29/07/22- 19 yp	09/09/22- 17 yp 16/09/22- 20 yp 23/09/22- 20 yp 30/09/22- 20 yp	07/10/22 – 18 yp 14/10/22- 14 yp 21/10/23 – 16 yp
November	December	January
04/11/23 – 21 yp 11/11/23 – 17 yp 18/11/23 – 19 yp 25/11/23 – 24 yp	02/12/23 – 16 yp 09/12/23 – 11 yp 16/12/23 – 15 yp	13/01/23 – 19 yp 20/01/23 – 16 yp 27/01/23 – 26 yp
February	March	
03/02/23- 19 yp 10/02/23 – 20 yp 24/02/23 -23 yp	03/03/23 – 13 yp 10/03/23 – 18 yp 17/03/23 – 20 yp 24/03/23 – 19 yp 31/03/23 – 21 yp	

### Youth Worker Comments

This year has been hard to recruit to the Worker in Charge post, the Newark and Sherwood Youth

Work Team have supported by changing staffing kits over to enable the sessions to open. In February Lee Marshall who is a Youth Support Worker at Fernwood stepped up and created a programme with young people and managed the sessions. Lee did amazing and helped get the centre resourced and made the induction for the WIC smooth. Programme attached. Lee is Training to Level 3 (WIC) meaning we will have future staffing resources.

On March 3<sup>rd</sup> Rachel who is now the Worker In Charge started her induction, and her first session was on 10<sup>th</sup> March.

The Youth Club is now well resourced with staple activities such as board games, a music box, ping pong table, cooking equipment and art resources.

The way the staff set up the Youth Club creates spaces in the hall where groups of young people can sit and chat (bean bag area) listen to music or get involved in activities set out in the kitchen area or on the tables.

## Future activities

- Shadow Lite – May 23
- Coffee morning – Staff will work with Young People to bake biscuits for the coffee morning and staff will go along and show what young people have created and see if any of the adults want to also create some bunting to alongside what young people have created.
- Bat Boxes – 4<sup>th</sup> June community event 5 places for the youth club.
- Trip – Young people would like to go on a trip
- Shadow Event - Oct 23 There is a group of females who are interested in taking part. This will be outside of the session and require the team to spend some funding due to transport and training sessions.

Young people have settled and staff continue to monitor the doors and used the turn lock to stop members of the public walking in and causing damage or being anti-social in the session.

Youth Workers will go to the shop across from the village hall which maintains a positive relationship with staff

Julianne Tring

Newark and Sherwood Team Manager

**Youth Service – Fernwood Youth Club**

<b>Service</b>	Young People's Service
<b>Young People's Service Lead</b>	Julianne Tring
<b>Fernwood Parish Council</b>	
<b>Period</b>	1 <sup>st</sup> July 2023 to March 2024

**Young People's Service Offer**

The Young People's Service will be commissioned to directly deliver a youth work session at Fernwood Village Hall.

All staff and volunteers will have a current child enhanced DBS and will follow Nottinghamshire County Council Safer recruitment checks. If there is any cost accrued for DBS's it will be covered by the Fernwood Parish Council. Current practise is to ensure every 3 years staff and volunteers have a renewal enhanced DBS when working with children.

The Fernwood Youth Offer Partnership will monitor and support the Parish Council in developing the offer and ensuring it is fit for purpose. Members includes Fernwood Parish Council, Newark and Sherwood District, Nottinghamshire County Council Youth Service. The Fernwood Youth Offer Partnership will support in identifying funding which the Parish Council can apply for, help inform the Youth Offer based on data available and resources.

**Aim**

To provide Fernwood Parish Council with a fixed term Youth Work staffing establishment, with an aim of supporting and guiding young people through Youth Work. The Youth Club will be school Years 6 to 11 on a Friday night 6.30pm to 8.30pm. The day and time may need to change to adapt to need but will be subject to village hall availability.

**Objectives**

- To provide a Worker in Charge and three Youth Support Worker at Fernwood Village Hall during the Young People's Service Operating Pattern (See attached)
- To plan and deliver youth sessions for young people at Fernwood Village Hall
- To offer support and guidance to young people

**Nottinghamshire County Council Youth Service** commits to:

- Provide staff to deliver Youth Work session on a fix term contact
- Provide a range of positive activities with existing resources
- Deliver a two hour session every Friday at Fernwood Village Hall
- Agree and sign the Fernwood regular user agreement.
- Deliver sessions in line with the Youth Services Delivery standards and commitment to Young People (documents attached)
- Provide a mid-year consultation with young people to gauge their thoughts on the Youth Club offer. The findings to be presented to Fernwood Youth Offer Partnership by the end of October 2023 .
- Provide stats on the number of young people attending the provision and info on the areas young people are from to the Fernwood Youth Offer Partnership Group.
- To follow NCC Young People's Service safeguarding policies and procedures
- Access to countywide Youth Offer and campaigns, Make Your Mark, Shadow event, Members of Youth Parliament and access to the Local District Forums supported by the Youth Service County Wide team.
- Be responsible for the safeguarding of young people at the Youth Club
- To effectively communicate and share information with relevant staff members.

- Attend where needed and provide feedback to the Fernwood Youth Offer partnership and Fernwood Parish Council.

**Fernwood Parish Council** commits to:

- Provide book & pay any costs for the access of Fernwood Village Hall on Friday evening. It will include making sure suitable facilities including up to date Health and Safety requirements to deliver the Youth Work session are all in place.
- Provide a safe and appropriate place to store the Youth club's equipment & resources as per activity programme (Led by Young People)
- Provide Support to Youth Service staff as and when required
- Provide access to the building and venue to ensure effective delivery (or Building Induction)
- Provide key contact in relation to any building related issues.
- Post-employment payments will be paid by the Fernwood Parish Council and none of the costs incurred will be the responsibility of Nottinghamshire County Council. The costs will include any redundancy payments incurred if the project ends.
- 

**Staffing**

Each session will include a Worker In Charge and three Youth Support Worker term time only following the Youth Service delivery model.

1 x Worker in Charge at 5hrs a week term time only  
 3x Youth Support Worker at 2.5hrs a week term time only

Any volunteers will follow Youth Service's Volunteers process, apply, interview and if successful DBS before starting to work with young people. The interviews for Volunteers will be joint with Youth Service and Fernwood Youth Offer Partnership.

**Review Meetings**

A review meeting between the Young People's Service lead and Fernwood Youth Offer Partnership every 6 months. Suggested dates are:

- October 2023 (Attendance figures and proposed budget for 2024/25 to be presented at this meeting so this can be taken to the Parish Council to see budget commitment for 2024/25)
- March 2024

All dates to be agreed in advance

Any potential issues or concerns should be shared at the earliest opportunity.

**Publicity**

Fernwood Parish Council has commissioned a youth offer in partnership with Nottinghamshire County Council and Newark and Sherwood District Council. NCC Young People's services will be delivering the sessions.

All publicity and comms work will need to be approved by Fernwood Parish Council, NCC comms team, N&SDC and any comments and quotes agreed by the person/organisation given the quote.

**Time Frame & Budgets**

Total cost for a Worker in Charge and three Youth Support Workers term time only from 1<sup>st</sup> July 2023 to 31<sup>st</sup> March 2024 (9 months) **£9216.50**

Please note the above costings include staffing and any oncosts, monthly device costs, travel and resources. Activity budget £400.

Cost of the project must be agreed before any recruitment is progressed. Payment of the project must be in advance of any delivery.

Authorised Fernwood Parish Council (commissioner) Signatory

Name:.....Signature:.....Date:.....

Authorised Youth Service Lead (provider) Signatory

Name:.....Signature:.....Date:.....

**From:** REDACTED  
**Sent:** Tuesday, March 14, 2023 9:44 PM  
**To:** [clerk@fernwood-pc.co.uk](mailto:clerk@fernwood-pc.co.uk)  
**Subject:** Public transport

Hello,

As you may have seen recently, the existing Marshalls bus service is being cut from Fernwood. Over the last week or so people were led to believe a solution was being sought for this - only it now transpires that the new service to replace it won't even cover Fernwood. This is awful for residents of the village; the service is well used in both the morning and afternoon so a surprise it's been axed. Whilst it was no where near good enough - it was something! Getting rid of it leaves us complete isolated. As it stands:

- The 341 runs mid-day, a grand total of 4 times when most people at work, so isn't commuter friendly
- Call Connect only covers destinations starting or ending in Lincolnshire so rules out most local destinations
- We have two train stations in Newark and no way to access them via public transport
- Developers are building more and more houses with zero public transport infrastructure
- We have a bus and cycle route coming down Hollowdyke Lane - and no bus service!

As a non-driver, I can honestly say, Fernwood is the most isolating place I've ever lived. I wouldn't have picked to live here if I'd been made aware just how bleak public transportation was going to continue to be. And yet we're still ploughing ahead with closing Hollowdyke Lane and making it a bus route... with no buses.

Please can the parish council commit to engaging in conversation with councillors on this? It's absolutely ridiculous.

Many thanks  
 REDACTED

**From:** [clerk@fernwood-pc.co.uk](mailto:clerk@fernwood-pc.co.uk) <[clerk@fernwood-pc.co.uk](mailto:clerk@fernwood-pc.co.uk)>  
**Sent:** Thursday, March 16, 2023 12:59 PM  
**To:** REDACTED  
**Subject:** RE: Public transport

Hello REDACTED,

Thank you for your email.

The Parish Council has not been sent any direct correspondence about the cut in service (although I've now seen posts on the MyFernwood Facebook Group), so I am glad you have contacted the Council about this. Although, public transport provision isn't in the Parish Council's remit, I know the Council has met with NCC in the past to try to get them to improve services to and from Fernwood and I'm confident they will want to ask the questions to see what can be done to resolve this with services being reduced.

The Parish Council are due to meet on Monday evening however the agenda has already been published so I cannot add this to the agenda for this meeting. (By law we must publish agendas 3 clear working days of Parish Council meetings so I can't add an item to the March agenda). You are welcome to come to the meeting though to raise this issue in the public forum. The meeting starts at 7pm and is at Fernwood Village Hall.

Alternatively, I can add this as an agenda item for the April meeting (17<sup>th</sup>) so the Council can discuss it and decide how to proceed.

In the meantime, I will share your email with the Councillors, so they are aware of your concerns and request.

I have contacted Lincolnshire Call Connect and they say they will cover trips from Fernwood into Newark, but they will book this the day before rather than a week in advance (subject to availability). I realise this isn't ideal but thought I should let you know what they said.

The local county councillor has requested that residents who contact Fernwood Parish Council regarding NCC services be directed to him or Nottinghamshire County Council's Customer Services Centre. The email addresses are: [cllr.john.lee@nottscc.gov.uk](mailto:cllr.john.lee@nottscc.gov.uk) and [enquiries@nottscc.gov.uk](mailto:enquiries@nottscc.gov.uk).

Please do not hesitate to come back to me, if you have any queries.

Best wishes,

Marion Fox Goddard  
Parish Clerk and Responsible Financial Officer  
Fernwood Parish Council

Messenger messages 16/3/23

Hi, I wanted to get in touch with regards to the children's play park that is situated just off Halifax Road

Each day it's constantly filled with teenagers! In the morning, and in the evening! Their playing football inside the small play park area, pushing 6 people on the swing, leaving rubbish everywhere. They have no respect for the area and for the fact the park is for small children! I have a very small son and when he is big enough to use it I fear the equipment will be broken, and unusable due to the group of teens always using it! It's also very dangerous to even consider taking a small child in the play park due to their actions! They should be an age restriction on it, or simply locked when it gets dark so they find somewhere else to go!

Please let me know how I can take this request further

Thank you

Good afternoon, Thank you for getting in touch. The signage is currently not in place. This said the park was for up to 12 year olds. I spoke with the developer who owns the park on Monday and they are getting new signs. I will let the antisocial behaviour team (N&SDC) know about your concerns and ask them to patrol around there. You can also contact them directly by emailing N&SDC's customer services: [customerservices@newark-sherwooddc.gov.uk](mailto:customerservices@newark-sherwooddc.gov.uk) I know the local police were including this area on their patrols but I will raise this issue with them again. If you spot ASB, you can call 101. Best wishes, Marion Fox Goddard

Hi Marion, thank you for getting back to me. I think the park should also be locked after dark to deter teenagers sitting around and causing a mess, as they have been doing for some time. If you can pass that along that would be great and I will also email as well thanks

Hi, I will ask the Barratt David Wilson Homes - it belongs to them at the moment. My only concern is with the height of the fences, they may just climb over. Best wishes Marion

Hello, the local police constable has come back just now and said:  
Marion

Thank you for passing this info along, I have forwarded this to my colleagues asking to include in the ASB patrols moving forward and also sent through to NSDC community protection officer team as well.

Kind Regards

**From:** clerk@fernwood-pc.co.uk <clerk@fernwood-pc.co.uk>  
**Sent:** Tuesday, April 4, 2023 4:27 PM  
**To:** REDACTED **Subject:** RE: Parking Fernwood

Good afternoon REDACTED,

Thank you for your email.

Apologies- There seems to be some misunderstanding. As I let you know in my email on January 27<sup>th</sup>, if you would like to make a complaint about parking, you would need to contact [enquiries@nottscc.gov.uk](mailto:enquiries@nottscc.gov.uk) as they are the highways authority and responsible for the pavements and roads. You are welcome to copy the Parish Council in but ultimately this is Nottinghamshire County Council's remit, so you need to complain to them.

The Parish Councillors are aware of the issue of parking on Goldstraw Lane and on behalf of Council, I have written to Nottinghamshire County Council (and Via who work in partnership with them) to ask them to provide a costing for a report on what could be done on Goldstraw Lane re. parking including an indication of costs of making changes.

The Parish Council have no enforcement powers on parking and are not the highways authority so we will need to wait to see what Nottinghamshire County Council/Via can suggest on this. There is a potential that we could use some Community Infrastructure Levy funding for this if/when they come back on the Parish Council's request.

Best wishes,

Marion Fox Goddard  
Parish Clerk and Responsible Financial Officer

**From:** REDACTED  
**Sent:** Tuesday, April 4, 2023 1:33 PM  
**To:** [clerk@fernwood-pc.co.uk](mailto:clerk@fernwood-pc.co.uk)  
**Subject:** Re: Parking Fernwood

Hi Marion,

I hope this email finds you well.

Did someone from the Council come over to the estate at night to see for themselves the parking of cars on the estate.

As mentioned some of the cars are completely mounted the pavement, sometimes blocking the route. Which makes it very unsafe especially when I have a pram and small baby to consider. Where the pedestrian crossing is, if someone needed to use this and have visual problems they wouldn't be able to find where the crossing is at all as the cars are parked over the raised dots indicating the crossing.

The residents don't seem to care for pedestrians safety at all, so long as they park in front of their houses! They cause chaos to other road users trying to get home, turning a two way Street into a one way only due to cars being parked either side of the street, parked on blind corners, opposite t junctions.

Please let me know an update with regards to this complaint as I would rather try to get something enforced to ensure there are no accidents to cars and pedestrians.

Thanks  
REDACTED

Government Consultation here: [Technical consultation on the Infrastructure Levy - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

NALC consultation document emailed to All Councillors on 5/4/23

**From:** Office <Office@Nottsalc.org.uk>  
**Sent:** Wednesday, March 29, 2023 2:50 PM  
**Subject:** FW: DLUHC Consultation On Infrastructure Levy -

To All Members

Please find attached a DLUHC consultation. NALC will be responding to the consultation on behalf of members so would welcome any comments to inform their response. Please send comments to REDACTED by 5pm on 19<sup>th</sup> May.

Kind regards



Nottinghamshire Association of Local Councils

Minster Chambers  
Church Street  
Southwell  
NG25 0HD

E-Mail: [office@nottsalc.org.uk](mailto:office@nottsalc.org.uk)  
Phone: 01636 816890