

## ASH PARISH COUNCIL

Dear Councillors, you are summoned to a meeting of the Parish Council on Monday  
4<sup>th</sup> November 2024 at 7.00pm in Ash Pavilion. Clerk to the Council.



29th October 2024

Councillors will be discussing all the items listed on the Agenda.

Members of the Public and Press are invited to attend all Council Meetings.

### **Equality Act 2010**

Members are reminded that the Council has a general duty to consider the following matters in the exercise of any of its functions: Equal Opportunities (race, gender, sexual orientation, marital status, and any disability), Gender Equality, Crime & Disorder, Biodiversity, Health & Safety and Human Rights.

### **Recording of Council Meetings**

The Local Audit and Accountability Act 2014 allows both the public and press to take photographs, film and audio record the proceedings and report on all public meetings (including on social media).

Any member of the public wishing to record or film proceedings must let the Chairman of the meeting know prior to, or at the start of, the meeting and the recording must be overt (i.e., clearly visible to anyone at the meeting), but non-disruptive. This permission does not extend to private meetings or parts of meetings which are not open to the public.

Members of the public exercising their right to speak during the time allocated for Public Comment who do not wish to be recorded or filmed, need to inform the Chairman who will instruct those taking a recording or filming to cease doing so while they speak.

Members of the Public and Press are invited to attend all Council Meetings  
(*Public Bodies (Admission to Meetings) Act 1960*)

### **PUBLIC COMMENTS (15 minutes)**

This section (at the Chairman's discretion may last up to 15 minutes) is not part of the formal meeting of the Council and minutes will not be produced. Public Bodies (admissions to meetings) Act 1960 s 1 extended by the LG Act 1972 s 100.

### **OUTSIDE REPORTS FROM REPRESENTATIVES**

- ◆ Somerset Councillors – report dated 8<sup>th</sup> October to note.
- ◆ Outside bodies/groups

**Ash Parish Council will be discussing all the items listed below:**

Clerk to the Council: Zannette Bougourd. Tel: 01935571050  
Email: [clerk@ashpcsomerset.com](mailto:clerk@ashpcsomerset.com)

## ASH PARISH COUNCIL

*The agenda specifies the business that it is proposed to transact (Local Government Act 1972 Sch.12 para 10 (2)(b)) and the Council cannot lawfully decide any matter which is not specified in the agenda (Longfield Parish Council v Wright (1918) 88 LJ Ch 119).*

### 4<sup>th</sup> November 2024 AGENDA

**24/129 To receive apologies for absence and to approve reasons given** (LGA 1972 s85(1)).

**24/130 Declarations of interests.** Council members to declare any interests, including any Disclosable

Pecuniary Interests they may have in agenda items that accord with the requirements of the Parish Council's Code of

Conduct and to consider any prior requests from members for Dispensations that accord with Localism Act 2011 s33 (be).

(NB this does not preclude any later declarations).

**24/131 To APPROVE and sign as a correct record the minutes of the previous meeting held on 7<sup>th</sup> October 2024**

(LGA 1972 sch 12, para 41(1)).

**24/132 Matters to report from a previous meeting.**

**24/133 Planning decisions report**

**24/134 Planning applications: Ref: 24/02222/FUL**

**Proposal:** Demolition of farm buildings, erection of 5 dwellings and construction of farm tracks

**Location:** Land And Buildings South Of Foldhill Lane Foldhill Lane Martock Ash TA12 6PQ

**24/135 Finance** – To **APPROVE** the regular payment schedule as detailed below, regular payments to be reviewed at the AGM or when the payment amount changes, whichever is sooner.

**24/136 Finance:** To discuss the payment requests as detailed below & minute decisions

**24/137** To approve the Bank reconciliations to date.

**24/138 Finance** – to approve the Bank Statements September – October 2024

**24/139 Policies** – to review the 2024 NALC Financial Regulations.

**24/140 Parish Matters**– Repairs to carpark entrance.

**24/141 Parish Matters** – Playground inspection - The Play Inspection Co.

## **ASH PARISH COUNCIL**

**24/142 Parish Council Matters** – Domain name, website revisions, hosting, emails & uploading of PC documentation.

**24/143 Parish Matters** – To note report: Climate Adaptation Plans for your community - Somerset Wildlife Trust

**24/144 Parish Matters** – To note Fire & Rescue precept notice.

**24/145 Parish Matters** – To note Somerset Day notice.

**24/146 – Parish Matters** - To note Flood Warden Newsletter October 2024

**24/147 – Parish Matters** – To note SC report dated 8<sup>th</sup> October 2024

**24/148 – Parish Matters** – To note Yeovil Prime Foundation notice

## ASH PARISH COUNCIL

**7<sup>th</sup> October 2024.**

### **PUBLIC COMMENTS (15 minutes)**

Comments noted from members of the public included noise disturbance from agricultural machinery at unsocial hours. A short-lived notice did appear in Millenium Wood asking for dogs to be kept on leads. It was noted that the matter of dog control in Millenium Wood is under consideration and will be developed further in the future with input from the public. Some streetlights are not operating as programmed, no specific addresses were noted.

### **OUTSIDE REPORTS FROM REPRESENTATIVES**

◆ Somerset Councillors. Apologies were received from Cllr Emily Pearlstone

It was reported that traffic around Hill View School is increasing, and it is anticipated that this will increase again when the school is at full capacity. The situation will be kept under review. Any incidents should be directed to the Department of Education, not the local authority. Speed Indicator Devices: It was noted that Martock Parish are no longer using any SIDs, a Memorandum of Agreement will need to be agreed with Somerset Council prior to installation and use within Ash. The Parish Ranger is able to locate and relocate the unit as necessary. Overhanging trees on the road adjacent to the School are being dealt with. There was some discussion regarding the overgrown footpath and the possibility of relocation.

◆ Outside bodies/groups. There were no representatives present.

### **Minutes of the Meeting held on 7<sup>th</sup> October 2024 , at 7pm in Ash Pavilion, Ash Parish.**

Present: Cllr S Davey, Chairman, Cllr C Halfhide, Vice Chairman, Cllrs Z England, T Groves, A Britten and L Andrews. Clerk Z Bougourd.

**24/111 Apologies for absence:** Apologies were received from Cllr A Groves.

**24/112 Declarations of interests.** There were no declarations of interest noted.

**24/113 To APPROVE and sign as a correct record the minutes of the previous meeting held on 2<sup>nd</sup> September 2024.** The minutes were approved and signed.

### **24/114 Matters to report from a previous meeting.**

- SID transfer to Ash Parish from Martock Parish. A letter of thanks will be sent to Martock and request that all relevant equipment be transferred.
- Millenium Wood – dog control. Cllr Davey will meet with the manager and discuss possible public participation and relevant questions for survey.
- It was noted that public complaints should be dated, logged and retained for reference.
- Meadow area in Millenium Wood, it was agreed to obtain a quote to cut, collect and remove cuttings from the “meadow area” annually.
- Cllr T Groves noted that for good governance a letter should be sent to the Clerk offering that APC make pension contributions for the current Clerk even if not relevant.

## ASH PARISH COUNCIL

- Clerk salary & HMRC return, it was noted that the Clerk does not currently hold the login or HRMC Id in order to complete the HMRC return. Cllr Halfhide will follow this up with Pinnacle Accounting.

**24/115 Planning decisions report.** No decisions were tabled.

**24/116 Planning applications.** The application (03/10/24) to replace an external porch at 22 Martock Lane was noted and approved without comment.

**24/117 Finance** – To **APPROVE** the payment schedule for October 2024.

**24/118 Finance:** To approve the Bank reconciliations to date. The Clerk tabled the bank reconciliations for the last six months. Agreed and signed by Cllr Halfhide.

**24/119 Finance** – to approve the Bank Statements April 2024 – September 2024. Signed by Cllr Halfhide.

**24/120 Finance** – to consider the External Auditors Report (PKF Littlejohn). The report was tabled and noted. Clerk noted that the internal audit should include a review of policies and procedures, Cllr Halfhide will check with Pinnacle regarding the current process and if there is a contract in place. Clerk recommended using PATAS (Parish And Town Auditing Services) for future internal audits.

**24/121 Policies** – to adopt the 2024 NALC Financial Regulations. The 2019 Regulations were adopted: **Post meeting note:** The Clerk noted that the 2024 Regulations require review and will be reviewed by Cllrs Halfhide and Britten and brought back to the PC at a future date.

**24/122 Parish Matters**– Footbridge closure/update. Cllr Groves noted that the replacement/repairs to the footpath and bridge over the River Yeo, currently closed until 2025, is progressing and awaiting the conclusion of representations from relevant parties. Cllr T Groves will bring further updates as they become available. A query regarding registering footpaths was raised.

**24/123 Parish Matters** – Pavilion replacement doors/insurance claim. It was agreed to replace the doors with aluminium units, these were considered more durable and value for money in the long term. Proposed Cllr Davey, seconded Cllr Halfhide. Agreed. Cllr Davey will contact the insurers accordingly.

**24/124 Parish Council Matters** – Domain name, website revisions, hosting, and emails. Cllr T Groves noted that there was no obligation for parishes to change domain hosting to gov.uk. A brief discussion noted that the current PC website is looking a little dated. Matter referred to the next meeting for further discussion.

**24/125 Parish Matters** – new planters @ Pavilion. After discussion Cllr England offered to donate one stone planter, decisions to purchase other replacement planters was deferred until the relevant season. Cllr T Groves will ask the ranger to remove the current damaged planters.

## ASH PARISH COUNCIL

**24/126 Parish Matters** – replacement external light at Ash Pavilion. It was agreed to cap expenditure to £450 without further reference to PC. Proposed Cllr Davey, seconded Cllr T Groves. Agreed. Cllr England will progress the matter.

**24/127 Parish Matters:** It was noted that a gutter at the rear of the Pavilion was missing an end section allowing water to overflow down the external wall. Cllr Britten will inspect and report back.

**24/128 Chair's award for Service to the Community:** The Council congratulated Peggy Horwood & Saly Langdon for their nomination and community service award which was presented at the annual event held on ..... at .....

The meeting closed at 20.40hrs. Next meeting is Monday 4<sup>th</sup> November 2024 @ 7pm.

### Schedule of Payments.

01/10/24	S Davey	Virtual Landline	£6.50	SO Report
01/10/2024	R A Evis	Ground Maintenance Sept	£458.33	SO Report
01/10/24	KL Bungay	Pavilion cleaning	£102.00	SO Report
	RA Evis	Lengthsman September 24	£235.00	TBA
07/10/24	T Groves	Newsletter Printing/distribution	£42.70	TBA
07/10/24	A Groves	Replacement planters/liner	£257.54	TBA
07/10/24	Tradeglaze Windows	Insurance claim/Pavilion Door	£2278.24	TBA
07/10/24	PKF Littlejohn	External Audit fee	£378.00	TBA
07/17/24	Bristows Electrics	Replace external light at Ash Pavilion	£75.00	TBA

## ASH PARISH COUNCIL

Schedule of Regular Monthly Payments, for report only.

Monthly	S Davey	Virtual Landline	£6.50	SO Report
Monthly	R A Evis	Ground Maintenance Sept	£458.33	SO Report
Monthly	KL Bungay	Pavilion cleaning	£102.00	SO Report
Monthly	RA Evis	Lengthsman September 24	£235.00	TBA

Signed: ..... Date: .....

Payment requests as at 04<sup>th</sup> November 2024

04/11/2024	C Halfhide	Postage/consecration	£3.80	
TBA	The Play Inspection Co	Playground equipment inspection	£126.00 inclusive of VAT	
TBA	A Groves	Defibrillator pads	£112.80	

Signed:.....Date: .....

Payments authorised/DD between 07/10/24 – 04/11/24

23/10/24	Fireline	Fire equipment & certification	£102.84	
09/10/24	Parish Online		£45.00	
28/10/24	British Gas	Utility	£52.22	

Signed: ..... Date: .....

Clerk to the Council: Zannette Bougourd. Tel: 01935571050  
Email: clerk@ashpcsomerset.com

## Dog control at Millennium Wood

The management group therefore propose that the PC does not hold a Parishioner consultation exercise at present but instead:

1. Agrees the wording of a "code of conduct" for dog walkers, using one derived from the Woodland Trust model, viz.:

### 1. Our dog-walking code of conduct

- **Ensure your dog is trained in basic recall. If not, please keep them on a lead at all times.**
- **If your dog is off the lead, please keep them in sight and under control.**
- **Be respectful of other wood users, including other dogs. If the dog approaching is on a lead, put yours on a lead too. Ask people for their consent before allowing your dog to approach them.**
- **Stick to paths when walking your dog to protect precious ground flora and tree roots.**
- **Clear up after your dog and put waste in the bin provided.**
- **If the weather's warm, please provide your dog with water**

1. This has the benefit of explaining what "UNDER CLOSE CONTROL" means. Thanks to Amanda for this suggestion.

2. Agrees the design, purchase and installation of a di-bond sign to replace the existing one and to include the above wording. A second could be installed at the Recreation Ground if required.

3. Invites Parishioners to report any dog related issues to the PC, perhaps through the village website, email or in writing, giving details of incidents such as times/days, dog breed, problem, names.

4. Collates the issues raised over the course of 12 months to review if problems have increased, decreased or stayed the same.

5. Reviews progress in 12 months to see if further changes or a Parishioner consultation exercise is required.



Zannette Bougourd

[Clerk@ashpcsomerset.com](mailto:Clerk@ashpcsomerset.com)

Date: 28 October 2024  
Our Ref: **24/02222/FUL**  
Stanley Norris (Planning Officer)  
Email: [stanley.norris@somerset.gov.uk](mailto:stanley.norris@somerset.gov.uk)  
01935 462462

**PARISH/TOWN COUNCIL CONSULTATION (ADJACENT PARISH)**  
**Town and Country Planning Act 1990**

Dear Sir/Madam

**Proposal:** Demolition of farm buildings, erection of 5 dwellings and construction of farm tracks

**Location:** Land And Buildings South Of Foldhill Lane Foldhill Lane Martock Ash TA12 6PQ

**Applicant:** King

**Application Type :** Full Application

**Application Number:** 24/02222/FUL

The Council has received the above application it is not in your parish it is for an adjoining parish and the documents are available on the website, [View and comment on a planning application \(somerset.gov.uk\)](#)

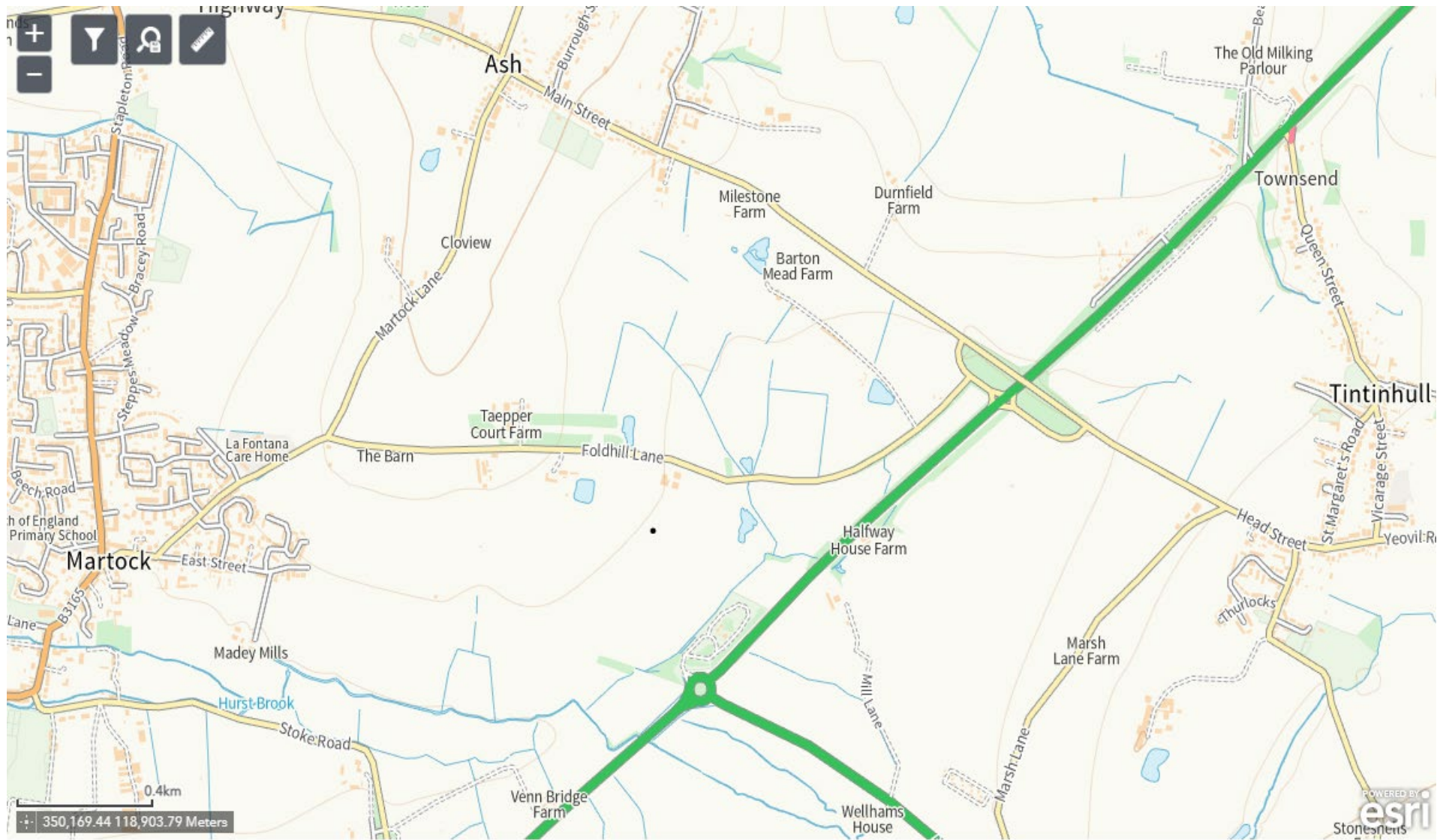
Comments are welcome by **18 November 2024** if you need more time to consider this application please contact the Planning Officer as early as possible to agree an extension.

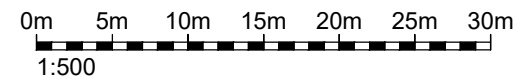
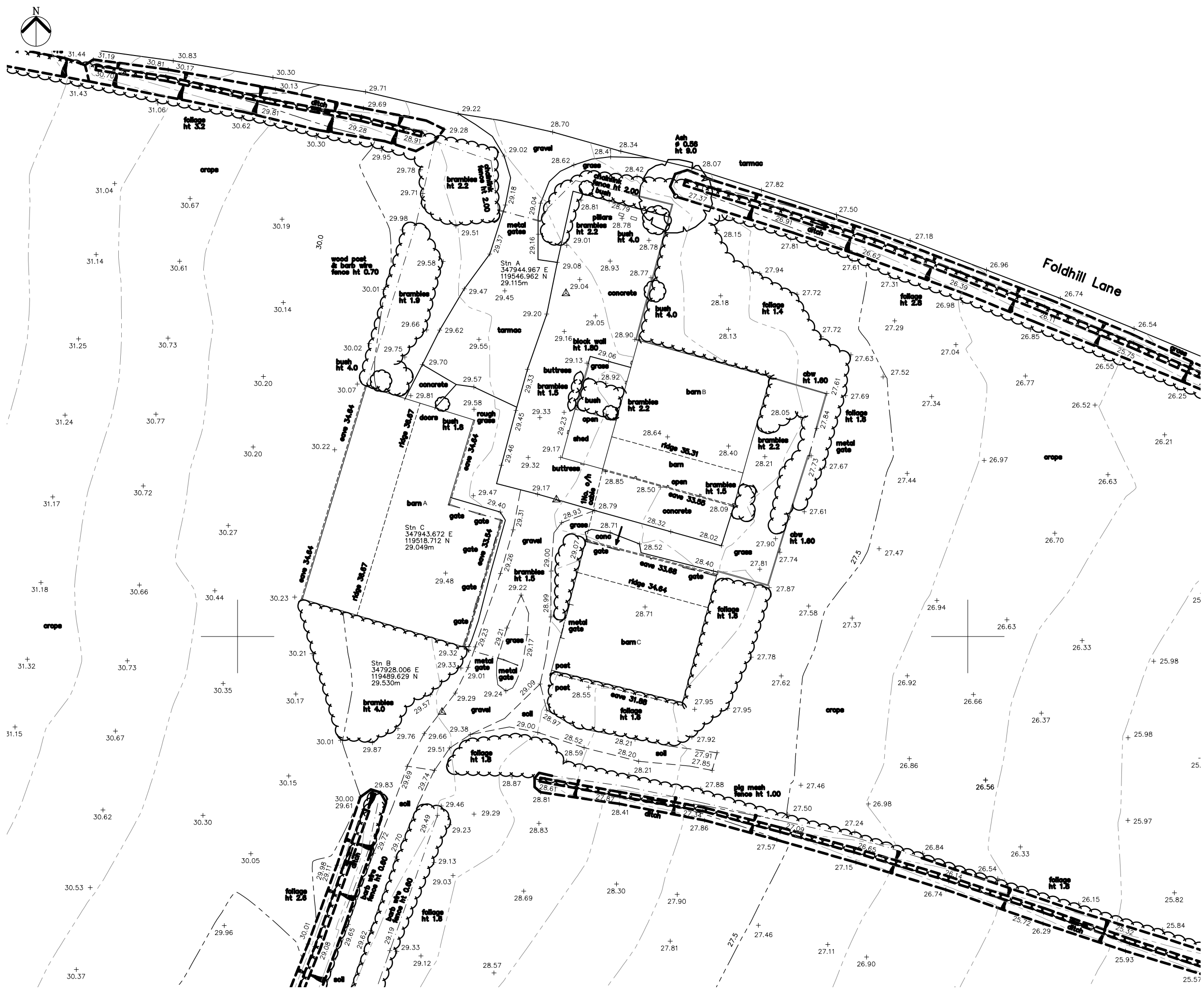
The application is being dealt with by Stanley Norris (Planning Officer) who can be contacted by email at [stanley.norris@somerset.gov.uk](mailto:stanley.norris@somerset.gov.uk) or by telephone on Tel No: 01935 462462

You can Comment, Support or Object to the proposal but material planning reasons must be provided. Please use the response template recently circulated to your clerk to submit your comments. Any comments made will be taken into account in any Officer recommendation. Please do not submit them via the public comment facility on the Council's website above, this facility is currently only for use for members of the public and your comments may not be logged correctly.

Your response should be returned by email to [PlanningSouth@somerset.gov.uk](mailto:PlanningSouth@somerset.gov.uk) Please do not send direct to the Case Officer or include signatures or any other personal information that may need redacting.

Stanley Norris (Planning Officer)  
Planning Team South  
Somerset Council





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Refer to the relevant Construction (Design and Management) documentation where applicable.

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Rev	Description	Date	By



DEVELOPMENT LAND AND PLANNING  
WINCHESTER HOUSE  
DEANE GATE AVENUE  
TAUNTON SOMERSET  
TA1 2UH  
TEL: 01823 334466

PROJECT TITLE

Land south of Foldhill Lane  
Foldhill Lane  
Martock

DRAWING TITLE

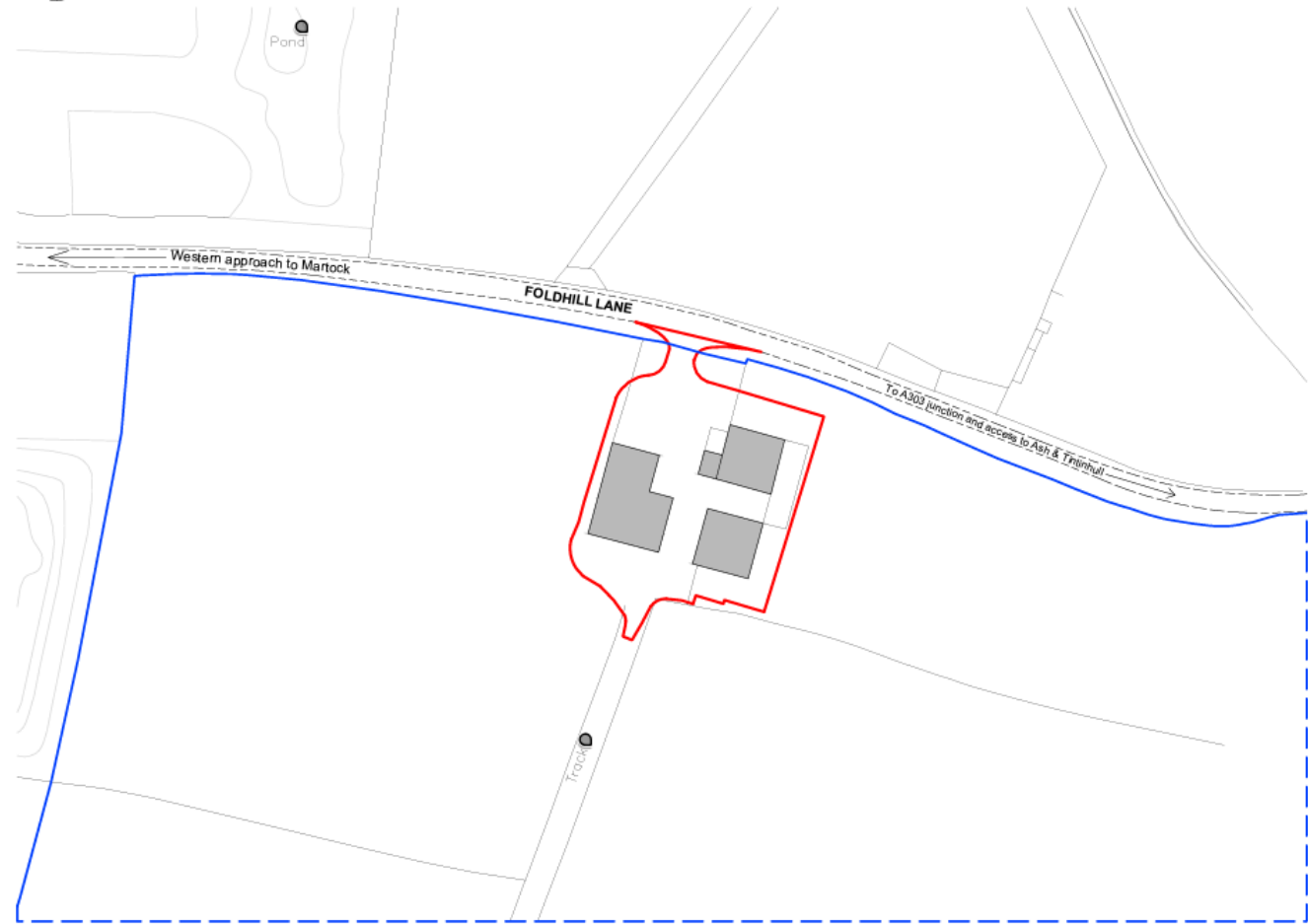
Existing site plan

STATUS **PLANNING**

SCALE 1:500 SHEET SIZE A3

DATE SEP 2024 DRAWN AK CHECKED

DWG NO. 3293-EX-01 REV



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Rev	Description	Date	By

**gth GREENSLADE TAYLOR HUNT**

DEVELOPMENT LAND AND PLANNING  
 WINCHESTER HOUSE  
 DEANE GATE AVENUE  
 TALTON SOMERSET  
 TA1 2UH  
 TEL: 01823 334466

PROJECT TITLE  
 Land south of Foldhill Lane  
 Foldhill Lane  
 Martock

DRAWING TITLE  
 Location Plan

STATUS	PLANNING	SHEET	A3
SCALE	1:1250	DRAWN	AK
DATE	May 2024	CHECKED	
DWG NO.	3293-PL-01	REV	

Ash PC October 2024 Bank recs for signature						
Date	Type	Payee	Description	Money rec'd	Payments	Balance
01/010/2024	OB					2687.54
01/10/2024	SO	S DAVEY			6.5	2681.04
01/10/2024	SO	RA EVIS			458.33	2222.71
01/10/2024	SO	K BUNGAY			102	2120.71
03/10/2010	DD	BT GROUP			34.46	2086.25
04/10/2024	DD	ICO ZA			35	2051.25
07/10/2024	DEP	500059		55		2106.25
08/10/2024	TFR	43300060		2000		4106.25
08/10/2024	FPO	GEOXPHERE			45	4061.25
08/10/2024	FPO	PKF LITTLEJOHN			378	3683.25
08/10/2024	FPO	T GROVES			42.7	3640.55
14/10/2024	FPI	HELEN CHALONER		60		3700.55
17/10/2024	BCG	HISCOX	PAV DOOR	1778.24		5478.79
23/10/2024	FPO	FIRELINE			102.84	5375.95
28/10/2024	SO	CLERK SALARY OCT			286.23	5089.72
28/10/2024	DD	BRITISH GAS			52.22	5037.5
				3893.24	1543.28	
Opening Balance						
OCTOBER	2687.54					
INCOME	3893.24					
EXPENDITURE	1543.28					
BALANCE C/F	5037.5					
SIGNED						
NAME						
DATE						

## MODEL FINANCIAL REGULATIONS FOR LOCAL COUNCILS

This Model Financial Regulations template was produced by the National Association of Local Councils (NALC) in April 2024 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

Notes to assist in the use of this template:

- 1) This document is a model for councils of all sizes to use to develop their own financial regulations, suitable for the size of the council and the activities it undertakes.
- 2) Bold text indicates legal requirements, which a council cannot change or suspend.
- 3) For the rest, each council needs to adapt the model to suit its size and structure. For example, some councils have both a clerk and RFO, possibly with several more staff, while others have a single employee as clerk/RFO. Some councils have committees, some have a high level of delegation and some make all decisions at full council meetings. Many now use online payment methods, but others still rely on cheques.
- 4) Curly brackets indicate words, sentences or sections that can be removed if not applicable, or amended to fit the council's circumstances. An example of this is the phrase {or duly delegated committee}, which can be deleted if there are no committees.
- 5) Specific areas that may need adapting:
  - a) In 1.5 – is the Clerk the RFO?
  - b) In 3.3 and 3.4, the words “Governance and Accountability” do not apply in Wales
  - c) In section 4, does the council have committees and how many years are forecast?
  - d) In 5.6, does the council issue an open invitation to tender, or invite specific firms?
  - e) In 5.9, are online prices acceptable evidence?
  - f) In 5.13, 5.15 and 5.17, does the council have committees?
  - g) In 5.16, will a councillor ever be instructed to place an order?
  - h) In 5.20, is there a minimum level for official orders?
  - i) Section 6 includes several alternatives to cover delegation to committees or to officers, approval of invoices individually or in batches, or for approval of regular contractual payments at the beginning of the year.
  - j) Sections 7, 8 and 9 also includes several alternatives, including wording for where the clerk is a signatory. These are intended to allow a council's financial regulations to fit what they actually do, not to force any council to change what they do.
  - k) Section 10 gives two alternatives, with or without petty cash.
  - l) 13.6 has alternatives for VAT-registered and unregistered councils – only use one.
  - m) 13.7 and 13.8 are removable if they don't apply to the council.

- n) Much of Section 16 can be deleted if not applicable.
  - o) 17.3, is the Clerk the RFO or will the RFO consult the Clerk?
- 6) Square brackets indicate where the council needs to specify who, or how much, or what the timescale is. For example [£500] might need to be £100, or [October] might need to be November, or [the council] might need to say the Policy and Resources Committee.
- a) In 4.1 and 4.7, select the wording for England or Wales, based on your location.
  - b) In Section 4, the council needs to determine the timescale for its budget setting.
- 7) It is challenging to try to offer guidance on setting financial limits. A council spending £1,000 a year is unlikely to delegate authority to spend £500 to its proper officer, but one spending £5 million a year might regard £5,000 as a reasonable limit. Each council needs to determine its own limits, that help, rather than hinder, its operations.
- 8) Key limits to set:
- a) In 5.6, at what limit will the council require a formal tender process to ensure fair competition, rather than just asking for quotes? If this is set too low, it may discourage suppliers. Many small councils might only use formal tenders once every few years.
  - b) In 5.8, at what limit will the council require fixed-price quotes rather than estimates?
  - c) In 5.9, at what level can smaller purchases be made without competition?
  - d) In 5.15, at what level can purchases be made under delegated authority (having complied with the rules about obtaining prices)?
  - e) In 5.18, how much can the clerk commit to spending in an emergency?
  - f) In 6.9, can payment of invoices (for purchases that have already been authorised) be authorised by an officer under delegated authority as a general principle, or only to avoid problems?
  - g) In Section 9, what are the limits for card payments?
  - h) In 16.5, what value of assets can be bought or disposed of, without seeking council approval?
- 9) The contents list is a table that extracts section headings from the document. It can be updated by clicking on the contents list, whereupon a tab saying “update table” appears at the top of the list.
- 10) Once this model has been tailored to fit the council’s needs, the resulting Financial Regulations (with the insertion of the council’s name at the top) should be adopted at a meeting of the full council. The date of adoption should be inserted below the Contents. Any subsequent proposal for amendment should also be made to the full council.
- 11) The council should keep abreast of developments in legislation that affect the local council sector and should review and update its Financial Regulations annually.
- 12) Please ensure that the latest approved version is published on the council’s website.

[ENTER COUNCIL NAME] ASH PARISH COUNCIL FINANCIAL REGULATIONS

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These Financial Regulations were adopted by the council at its meeting held on ~~{enter date}~~.TBC



## 1. General

- 1.1. These Financial Regulations govern the financial management of the council and may only be amended or varied by resolution of the council. They are one of the council's governing documents and shall be observed in conjunction with the council's Standing Orders.
- 1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of councillor into disrepute.
- 1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.
- 1.4. In these Financial Regulations:
  - 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
  - "Approve" refers to an online action, allowing an electronic transaction to take place.
  - "Authorise" refers to a decision by the council, or a committee or an officer, to allow something to happen.
  - 'Proper practices' means those set out in *The Practitioners' Guide*
  - *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
  - 'Must' and **bold text** refer to a statutory obligation the council cannot change.
  - 'Shall' refers to a non-statutory instruction by the council to its members and staff.
- 1.5. ~~The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council.~~ The Clerk has been appointed as RFO and these regulations apply accordingly. The Clerk/RFO;
  - acts under the policy direction of the council;
  - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
  - determines on behalf of the council its accounting records and control systems;
  - ensures the accounting control systems are observed;
  - ensures the accounting records are kept up to date;
  - seeks economy, efficiency and effectiveness in the use of council resources; and
  - produces financial management information as required by the council.
- 1.6. **The council must not delegate any decision regarding:**

- setting the final budget or the precept (council tax requirement);
- the outcome of a review of the effectiveness of its internal controls
- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations from the internal or external auditors

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of **£5,000**; and

## 2. Risk management and internal control

2.1. **The council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.**

2.2. The Clerk ~~[with the RFO]~~ shall prepare, for approval by **Ash Parish Council** ~~{the council}~~, a risk management policy covering all activities of the council. This policy and consequential risk management arrangements shall be reviewed by the council at least annually.

2.3. When considering any new activity, the Clerk ~~[with the RFO]~~ shall prepare a draft risk assessment including risk management proposals for consideration by the council.

2.4. **At least once a year, the council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.**

2.5. **The accounting control systems determined by the RFO must include measures to:**

- ensure that risk is appropriately managed;
- ensure the prompt, accurate recording of financial transactions;
- prevent and detect inaccuracy or fraud; and
- allow the reconstitution of any lost records;
- identify the duties of officers dealing with transactions and
- ensure division of responsibilities.

2.6. At **every ordinary Parish Council Meeting or** ~~least [once in each quarter]~~, and at each financial year end, a member other than the Chair ~~{or a cheque signatory}~~ shall be appointed to verify bank reconciliations ~~{for all accounts}~~ produced by the RFO. The member shall sign and date the reconciliations and the original bank statements ~~{or similar document}~~ as evidence of this. This activity, including any exceptions, shall be reported to and noted by the council. ~~{Finance Committee}~~.

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2.7. Regular back-up copies shall be made of the records on any council computer and stored either online or in a separate location from the computer. The council shall put measures in place to ensure that the ability to access any council computer is not lost if an employee leaves or is incapacitated for any reason.

### 3. Accounts and audit

- 3.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.
- 3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**
  - **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
  - **a record of the assets and liabilities of the council;**
- 3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual ~~{Governance and Accountability}~~ Return.
- 3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual ~~{Governance and Accountability}~~ Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them ~~{with any related documents}~~ to the council, within the timescales required by the Accounts and Audit Regulations.
- 3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.
- 3.7. The internal auditor shall be appointed by ~~Ash Parish Council~~ ~~{the council}~~ and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.
- 3.8. The council shall ensure that the internal auditor:
  - is competent and independent of the financial operations of the council;
  - reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
  - can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and

- has no involvement in the management or control of the council
- 3.9. Internal or external auditors may not under any circumstances:
- perform any operational duties for the council;
  - initiate or approve accounting transactions;
  - provide financial, legal or other advice including in relation to any future transactions; or
  - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.
- 3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.
- 3.12. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

#### 4. Budget and precept

- 4.1. **Before setting a precept, the council must calculate its  ~~council tax (England)/budget (Wales)~~ requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**
- 4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by  ~~Ash Parish Council /the council~~ at least annually  ~~in /October~~ for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the  ~~Chair of the Council or relevant committee~~.  ~~The RFO will inform committees of any salary implications before they consider their draft their budgets.~~
- 4.3. No later than  ~~December /month~~ each year, the RFO shall prepare a draft budget with detailed estimates of all  ~~receipts and payments/income and expenditure~~ for the following financial year  ~~along with a forecast for the following [three financial years]~~, taking account of the lifespan of assets and cost implications of repair or replacement.
- 4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year.  ~~Unspent funds for partially completed projects may only be carried forward (by placing them in an earmarked reserve) with the formal approval of the full council.~~

- 4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the council ~~{finance committee}~~ not later than the end of [November] each year.
- 4.6. The draft budget ~~{with any committee proposals and {three-year}}~~ forecast, including any recommendations for the use or accumulation of reserves, shall be considered by the ~~{finance committee and a recommendation made to the}~~ council.
- 4.7. Having considered the proposed budget and [three-year] forecast, the council shall determine its ~~{council tax (England)/budget (Wales)}~~ requirement by setting a budget. The council shall set a precept for this amount no later than ~~{the end of January}~~ for the ensuing financial year.
- 4.8. **Any member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must and must disclose at the start of the meeting that Section 106 applies to them.**
- 4.9. The RFO shall **issue the precept to the billing authority no later than the end of February** and supply each member with a copy of the agreed annual budget.
- 4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.
- 4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the council ~~{or relevant committee}~~.

## 5. Procurement

- 5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.
- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with these the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.
- 5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Public Contracts Regulations 2015 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.**
- 5.5. Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 6.12) obtain prices as follows:
- 5.6. For contracts estimated to exceed [£60,000] including VAT, the Clerk shall {seek formal tenders from at least [three] suppliers agreed by [the council]} OR {advertise

an open invitation for tenders in compliance with any relevant provisions of the Legislation}. Tenders shall be invited in accordance with Appendix 1.

- 5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation<sup>1</sup> regarding the advertising of contract opportunities and the publication of notices about the award of contracts.**
- 5.8. For contracts greater than [£3,000] excluding VAT the Clerk ~~{or RFO}~~ shall seek at least [3] fixed-price quotes;
- 5.9. where the value is between [£500] and [£3,000] excluding VAT, the Clerk [or RFO] shall try to obtain 3 estimates {which might include evidence of online prices, or recent prices from regular suppliers.}
- 5.10. For smaller purchases, [the clerk] shall seek to achieve value for money.
- 5.11. **Contracts must not be split into smaller lots to avoid compliance with these rules.**
- 5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:
- i. specialist services, such as legal professionals acting in disputes;
  - ii. repairs to, or parts for, existing machinery or equipment;
  - iii. works, goods or services that constitute an extension of an existing contract;
  - iv. goods or services that are only available from one supplier or are sold at a fixed price.
- 5.13. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council {or relevant committee}. Avoidance of competition is not a valid reason.
- 5.14. The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- 5.15. Individual purchases within an agreed budget for that type of expenditure may be authorised by:
- ~~{The Clerk}~~, under delegated authority, for any items below [£500] excluding VAT.
  - the Clerk, in consultation with the Chair of the Council {or Chair of the appropriate committee}, for any items below [£2,000] excluding VAT.
  - {a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under [£5,000] excluding VAT}
  - {in respect of grants, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council.}

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<sup>1</sup> The Regulations require councils to use the Contracts Finder website if they advertise contract opportunities and also to publicise the award of contracts over £30,000 including VAT, regardless of whether they were advertised.

- the council for all items over [£5,000];

Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail.

- 5.16. No individual member, or informal group of members may issue an official order {unless instructed to do so in advance by a resolution of the council} or make any contract on behalf of the council.
- 5.17. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council {or a duly delegated committee acting within its Terms of Reference} except in an emergency.
- 5.18. In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to [£2,000] excluding VAT on repair, replacement or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to Ash Parish Council ~~{the council}~~ as soon as practicable thereafter.
- 5.19. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless Ash Parish Council ~~{the council}~~ is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.
- 5.20. An official order or letter shall be issued for all work, goods and services {above [£250] excluding VAT} unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.
- 5.21. Any ordering system can be misused and access to them shall be controlled by [the RFO].

## 6. Banking and payments

- 6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with Lloyds Bank plc ~~{name bank}~~. The arrangements shall be reviewed [annually] for security and efficiency.
- 6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.
- 6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by [the RFO]. {Where the certification of

invoices is done as a batch, this shall include a statement by the RFO that all invoices listed have been 'examined, verified and certified' by the RFO}.

- 6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.
- 6.5. All payments shall be made by ~~online banking~~/~~cheque~~, in accordance with a resolution of the council {or duly delegated committee}{or a delegated decision by an officer}, unless Ash Parish Council ~~{the council}~~ resolves to use a different payment method.
- 6.6. ~~{For each financial year {the RFO} may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council {or a duly delegated committee} may authorise in advance for the year}.~~
- 6.7. ~~{A copy of this schedule of regular payments shall be signed by {two Councillors/members} on each and every occasion when payment is made - to reduce the risk of duplicate payments.}~~
- 6.8. ~~{A list of such payments shall be reported to the next appropriate meeting of the council or Finance Committee} for information only.~~
- 6.9. The Clerk ~~and~~ RFO shall have delegated authority to authorise payments {only} in the following circumstances:
  - i. {any payments of up to [£500] excluding VAT, within an agreed budget}.
  - ii. payments of up to [£2,000] excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.
  - iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 {or to comply with contractual terms}, where the due date for payment is before the next scheduled meeting of [the council], where the [Clerk and RFO] certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council {or finance committee}.
  - iv. Fund transfers within the councils banking arrangements up to the sum of [£10,000], provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee].
- 6.10. The RFO shall present a schedule of payments requiring authorisation, forming part of the agenda for the meeting, together with the relevant invoices, to the council {or finance committee}. The council {or committee} shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. The authorised schedule shall be initialled immediately below the last item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.

## 7. Electronic payments



- 7.1. Where internet banking arrangements are made with any bank, ~~{the RFO}~~ shall be appointed as the Service Administrator. The bank mandate agreed by the council shall identify [a number of] councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process. {The Clerk may be an authorised signatory, but no signatory should be involved in approving any payment to themselves.}
- 7.2. All authorised signatories shall have access to view the council's bank accounts online.
- 7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.
- 7.4. The Service Administrator shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices, shall be sent ~~{by email}~~ to ~~{two}~~ authorised signatories.
- 7.5. In the prolonged absence of the Service Administrator ~~{an authorised signatory}~~ shall set up any payments due before the return of the Service Administrator.
- 7.6. Two ~~{councillors who are}~~ authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.
- 7.7. Evidence shall be retained showing which members approved the payment online {and a printout of the transaction confirming that the payment has been made shall be appended to the invoice for audit purposes}.
- 7.8. A full list of all payments made in a month shall be provided to the next ~~{council}~~ meeting ~~{and appended to the minutes}~~.
- 7.9. With the approval of [the council] in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are [signed/approved online] by [two authorised members]. The approval of the use of each variable direct debit shall be reviewed by Ash Parish Council ~~{the council}~~ at least every two years.
- 7.10. Payment may be made by BACS or CHAPS by resolution of Ash Parish Council ~~{the council}~~ provided that each payment is approved online by ~~{two authorised bank signatories}~~, evidence is retained and any payments are reported to Ash Parish Council ~~{the council}~~ at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 7.11. If thought appropriate by the council, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed ~~{or approved online}~~ by [two ~~Councillors~~members], evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by Ash Parish Council ~~{the council}~~ at least every two years.

- 7.12. Account details for suppliers may only be changed upon written notification by the supplier verified by ~~two of the Clerk and~~ the RFO ~~and the Chairman or Vice Chairman~~ ~~or a member~~. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every [two years].
- 7.13. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.
- 7.14. Remembered password facilities (other than secure password stores requiring separate identity verification) should not be used on any computer used for council banking.

## 8. Cheque payments

- 8.1. Cheques or orders for payment in accordance ~~in accordance~~ with a resolution or delegated decision shall be signed by [two ~~signatories~~ ~~members~~] ~~and countersigned by the Clerk~~.
- 8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment.
- 8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.
- 8.4. ~~{Cheques or orders for payment shall not normally be presented for signature other than at, or immediately before or after a council~~ ~~{or committee}~~ meeting}. Any signatures obtained away from council meetings shall be reported to the council {or Finance Committee} at the next convenient meeting.

## 9. Payment cards

- 9.1. Any Debit Card issued for use will be specifically restricted to ~~the Clerk/RFO and the RFO~~ and will also be restricted to a single transaction maximum value of ~~£500~~ unless authorised by council or finance committee in writing before any order is placed.
- ~~9.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by [the council]. Transactions and purchases made will be reported to [the council] and authority for topping up shall be at the discretion of [the council].~~
- ~~9.3. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk (and RFO) (specify other officers) and any balance shall be paid in full each month.~~
- 9.4.9.2. Personal credit or debit cards of members or staff shall not be used {under any circumstances.} ~~OR (except for expenses of up to £250 including VAT, incurred in accordance with council policy.)~~

## 10. Petty Cash

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10.1. ~~The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk/~~RFO~~ (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.} **OR** ~~(The RFO shall maintain a petty cash [float/imprest account] of [£250] and may provide petty cash to officers for the purpose of defraying operational and other expenses.~~~~

- ~~a) Vouchers for payments made from petty cash shall be kept, along with receipts to substantiate every payment.~~
- ~~b) Cash income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.~~
- ~~c) Payments to maintain the petty cash float shall be shown separately on any schedule of payments presented for approval.~~

## **11. Payment of salaries and allowances**

- 11.1. As an employer, the council must make arrangements to comply with the statutory requirements of PAYE legislation.**
- 11.2. Councillors allowances (where paid) are also liable to deduction of tax under PAYE rules and must be taxed correctly before payment.**
- 11.3. Salary rates shall be agreed by the council, or a duly delegated committee. No changes shall be made to any employee's gross pay, emoluments, or terms and conditions of employment without the prior consent of the council. ~~(or relevant committee).~~
- 11.4. Payment of salaries shall be made, after deduction of tax, national insurance, pension contributions and any similar statutory or discretionary deductions, on the dates stipulated in employment contracts.
- 11.5. Deductions from salary shall be paid to the relevant bodies within the required timescales, provided that each payment is reported, as set out in these regulations above.
- 11.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook. Payroll reports will be reviewed by [the finance committee] to ensure that the correct payments have been made.
- 11.7. Any termination payments shall be supported by a report to the council, setting out a clear business case. Termination payments shall only be authorised by the full council.
- 11.8. Before employing interim staff, the council must consider a full business case.

## **12. Loans and investments**

- 12.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.
- 12.2. Any financial arrangement which does not require formal borrowing approval from the ~~[Secretary of State/Welsh Assembly Government]~~ (such as Hire Purchase,

Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.

- 12.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 12.4. All investment of money under the control of the council shall be in the name of the council.
- 12.5. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 12.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

### 13. Income

- 13.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 13.2. The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk/RFO. ~~The Clerk/RFO~~ shall be responsible for the collection of all amounts due to the council.
- 13.3. Any sums found to be irrecoverable and any bad debts shall be reported to the council by ~~the RFO~~ and shall be written off in the year. The council's approval shall be shown in the accounting records.
- 13.4. All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.
- 13.5. Personal cheques shall not be cashed out of money held on behalf of the council.
- 13.6. ~~The RFO shall ensure that VAT is correctly recorded in the council's accounting software and that any VAT Return required is submitted from the software by the due date.~~ ~~OR~~ (Any repayment claim under section 33 of the VAT Act 1994 shall be made ~~quarterly where the claim exceeds £100 and~~ at least annually at the end of the financial year.)
- 13.7. ~~Where significant sums of cash are regularly received by the council, the RFO shall ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control record such as ticket issues, and that appropriate care is taken for the security and safety of individuals banking such cash.~~
- 13.8. ~~Any income that is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to~~

the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting.}

#### **14. Payments under contracts for building or other construction works**

- 14.1. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.
- 14.2. Any variation of, addition to or omission from a contract must be authorised by [the Clerk] to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

#### **15. Stores and equipment**

- 15.1. {[The officer in charge of each section] shall be responsible for the care and custody of stores and equipment [in that section].}
- 15.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.
- 15.3. {Stocks shall be kept at the minimum levels consistent with operational requirements.}
- 15.4. {The RFO shall be responsible for periodic checks of stocks and stores, at least annually.}

#### **16. Assets, properties and estates**

- 16.1. The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the council.
- 16.2. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.
- 16.3. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.
- 16.4. No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a written report shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).

No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with

any other consents required by law, except where the estimated value of any one item does not exceed ~~£500~~. In each case a written report shall be provided to council with a full business case.

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## 17. Insurance

- 17.1. The Clerk/RFO shall keep a record of all insurances effected by the council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the council's review of risk management.
- 17.2. The Clerk/RFO shall give prompt notification to ~~the RFO~~ the Council of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.
- 17.3. The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to Ash Parish Council ~~the council~~ at the next available meeting. The RFO shall negotiate all claims on the council's insurers. ~~in consultation with the Clerk~~.
- 17.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined ~~annually~~ by the council, or duly delegated committee.

## ~~18. Charities~~

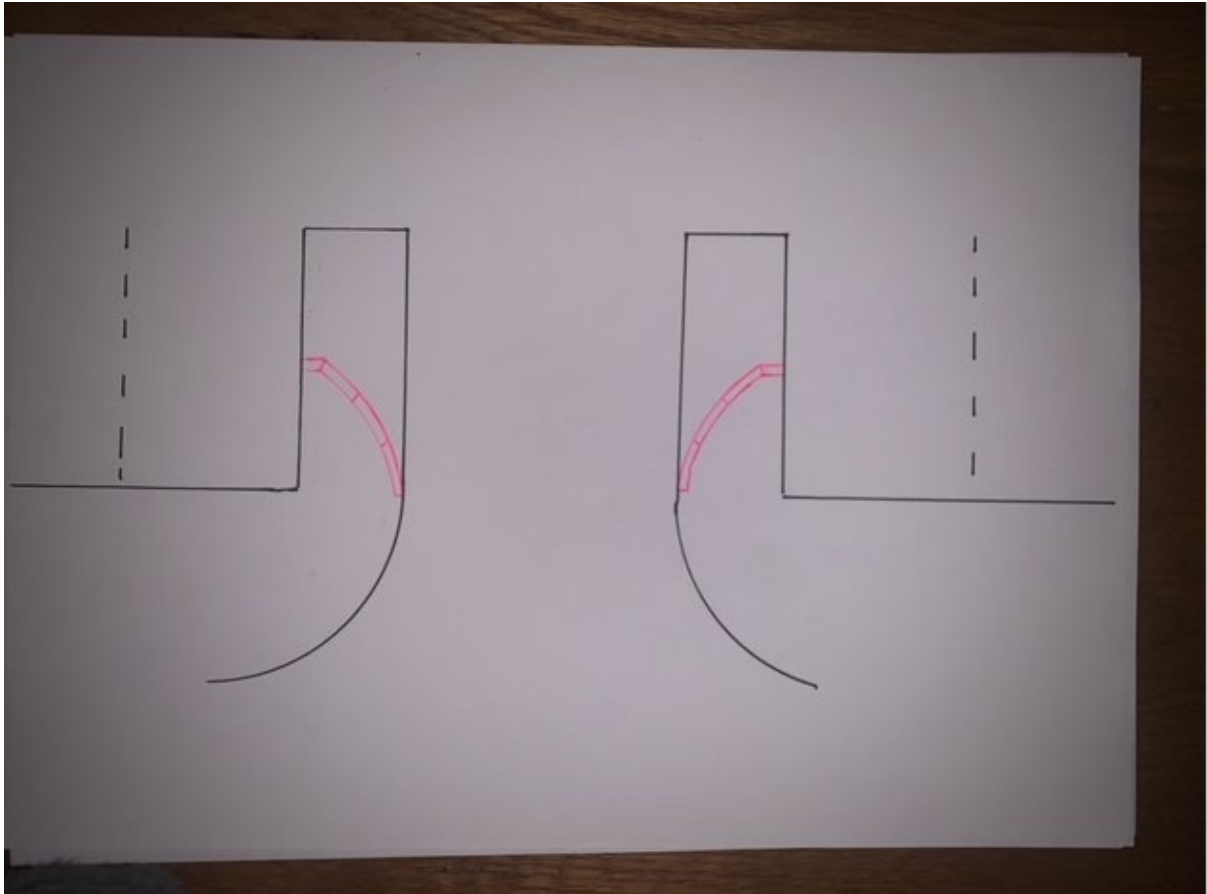
~~18.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.]~~

## ~~18.2.~~ 18.1. Suspension and revision of Financial Regulations

- ~~18.1.~~ 18.1. The council shall review these Financial Regulations ~~annually~~ and following any change of clerk or RFO. The Clerk shall monitor changes in legislation or proper practices and advise the council of any need to amend these Financial Regulations.
- ~~18.2.~~ 18.2. The council may, by resolution duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the council to act unlawfully.
- ~~18.3.~~ 18.3. The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

#### **Appendix 1 - Tender process**

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order [insert reference of the council's relevant standing order] and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.



Been working on the church this week and have noted how bad the entrance to the car park has become.

The back edgers are collapsed on both side and the kerb across the middle is moving and will only get worse.

Pictures and video attached.

As we were discussing, it really needs the kerbs to be splayed back on both sides (as per rough sketch) then people can't drive on and damage.

Could we discuss at next meeting please.



Play inspections:23/10/24

We carried out an annual inspection in January 2024, I wondered if you would like us to programme a new inspection for you.

Our quotation for your Annual Inspection is provided below and, please note that our current, estimated lead time is 12-16 weeks from receipt of order.

<b>Product</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Net Total</b>
Outdoor Annual Inspection	1	£105.00	£105.00

*Please note that all prices are exclusive of VAT.*

Invoice Address: Ash Parish Council - Somerset Chilthorne Knapp Chilthorne Domer Yeovil  
Somerset BA22 8QZ

Email Address for Invoice: clerk@ashpcsomerset.com

Number of sites to inspect: 1

Site Address(es) to include a postcode where possible: Ash Recreation Ground

## Inspection Scope for RPII Annual Inspectors

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 EN 1176. We have not assessed these against the requirements of 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.

Table 1

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.

<b>Inspection Recommendations of relevant standards</b> 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.

## The Play Inspection Company Limited - Terms and Conditions

The Customer's attention is particularly drawn to the provisions of clauses 9 and 10.

### 1 INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

**App Licence Fee:** means the annual fee chargeable by the Supplier for the use of the App System.  
**App System:** has the meaning given in clause 4.5.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 6.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.8.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from the Supplier.

**Disclaimer:** the Supplier's standard form disclaimer for Inspection Reports.

**EULA:** the Supplier's End User Licence Agreement applicable to the App System and Web System.

**Inspection Report:** the report or reports produced by the Supplier for the Customer following completion of the inspection(s) set out in the Order.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** the Customer's written acceptance of the Supplier's quotation.

**RPII Inspection Scope:** the Inspection Scope for RPII annual inspectors produced by the Register of Play Inspectors International from time to time.

**Services:** the services, including the provision of an Inspection Report, supplied by the Supplier to the Customer as set out in the Specification.

**Specification:** the description or specification of the Services provided in writing by the Supplier to the Customer and contained in the Supplier's quotation.

**Supplier:** The Play Inspection Company Limited registered in England and Wales with company number 05216477.

**Supplier's Cancellation Policy:** means the Supplier's cancellation policy in force from time to time as contained on the Supplier's website.

**Supplier Materials:** has the meaning set out in clause 5.1.7.

**Web System:** has the meaning given in clause 4.5.

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a Party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes faxes.

### 2 BASIS OF CONTRACT

2.1 The Order (which may be communicated by the Customer to the Supplier by email) constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**). Such written acceptance may be communicated by the Supplier to the Customer by e-mail.

2.3 The Contract constitutes the entire agreement between the Parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

### 3 CANCELLATION / RESCHEDULE / MISSED APPOINTMENTS

3.1 The Customer has the right to cancel the Contract at any time after the Commencement Date subject to the payment of cancellation fees as specified in the Supplier's Cancellation Policy.

3.2 In the event the Customer makes a request to reschedule or fails to attend any booked inspection appointment with the Supplier, the Customer shall be liable to pay the Supplier a rescheduling / no show charge in accordance with the Supplier's Cancellation Policy.

### 4 SUPPLY OF SERVICES

4.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

4.2 The Supplier shall use reasonable endeavors to meet any performance dates for the provision of the Services whether they are suggested verbally by the Supplier, advised in correspondence or specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4.5 Where the Supplier makes available its online inspection system and / or inspection app ("**Web System**" and "**App System**" respectively) operated from the Supplier's URL address: [www.inspectonline.co.uk](http://www.inspectonline.co.uk), the Customer must enter into the EULA before access to such systems will be granted and pay the applicable App Licence Fee. The use by the Customer of such systems will be governed by the terms and conditions of the EULA.

### 5 CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 ensure that the terms of the Order and any information it provides in connection with the completion of the Specification are complete and accurate;

5.1.2 co-operate with the Supplier in all matters relating to the Services;

5.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

5.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

5.1.5 make available the Customer's areas and items for inspection for the supply of the Services;

5.1.6 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

5.1.7 keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

5.1.8 carry out any dismantling works (e.g. to zip wires) prior to any inspection if requested to do so by the Supplier in any quotation.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

5.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

5.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

### 6 CHARGES AND PAYMENT

6 The Charges for the Services shall be as set out and contained in the Specification.

6.1 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

6.2 Unless expressly stated to the contrary in any quotation provided by the Supplier to the Customer (in which case such alternative payment terms shall prevail over this clause and clause 6.4 below) the Supplier shall invoice the Customer on completion of the Services.

6.3 The Customer shall pay each invoice submitted by the Supplier:

6.4.1 within 30 days of the date of the invoice; and

6.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

6.5 All amounts payable by the Customer under the Contract (including any App Licence Fee) are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of five (5) per cent per annum above the then current Royal Bank of Scotland Plc's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

6.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6.8 The Supplier may in its sole discretion withhold the release to the Customer (including via the Web System and/or App System) of any Inspection Report until such time as payment for the relevant Services has been received by the Supplier in full in cleared funds from the Customer.

6.9 Without limiting or affecting the Supplier's rights pursuant to the EULA, the Customer's use and access to the App System is conditional at all times on the receipt by the Supplier of the annual App Licence Fee.

### 7 INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier (or its licensors as applicable).

7.2 The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

7.3 All Supplier Materials are the exclusive property of the Supplier.

### 8 CONFIDENTIALITY

A Party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 8 shall survive termination of the Contract.

### 9 THIRD PARTIES

9.1 In carrying out its obligations hereunder the Parties acknowledge that the Supplier is acting only for the Customer and the following shall apply:

9.1.1 the Supplier shall not be required to take instructions in relation to an Inspection Report from anyone other than the Customer or its authorised representatives;

9.1.2 each Inspection Report is produced for the Customer and no-one other than the Customer shall be entitled to rely upon the content of any such Inspection Report; and

9.1.3 the Customer is permitted to disclose the Inspection Report to any third party although such third party shall not be permitted to rely on it.

9.2 Each Inspection Report shall be subject to a Disclaimer and the Customer undertakes and agrees that it shall not remove or vary, or permit the removal or variation of, the applicable Disclaimer without the Supplier's prior written consent.

9.3 If at any time the Customer discloses or provides a copy of any Inspection Report or part thereof to a third party it shall:

9.3.1 not alter or vary the content of such Inspection Report or its Disclaimer;

9.3.2 take all reasonable steps to ensure that the Disclaimer shall not be removed from any Inspection Report; and

9.3.3 prior to or at the time of such disclosure notify the relevant third party that it is not entitled to rely on the Inspection Report and that the Supplier shall not be liable to the third party (whether in tort, by statute or howsoever arising and whether or not arising out of negligence on the part of the Supplier) in respect of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy of any kind whatsoever in the Inspection Report.

### 10 LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clause 10.1:

10.2.1 the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

(a) any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;

(b) any losses (including loss of profit, or any indirect or consequential loss) arising as a direct or indirect result of the use of any third parties by the Customer who are recommended by the Supplier to the Customer (e.g. to carry out specialist works such as the testing of impact absorbing properties of surfaces);

(c) any liability as a result of any failure on the part of the Supplier to carry out Services on any specified or agreed date.

10.2.2 the Customer acknowledges and agrees that the Inspection Report will be based on a physical inspection by the Supplier based on the RPII Inspection Scope at the time

	and/or date specified in such report only and that accordingly the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any matters which arise in connection with any damage and/or deterioration in the condition of any apparatus and/or equipment and/or any other areas inspected and reported on by the Supplier following such time and/or date;	13.1.2	The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
10.2.3	the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the higher of: (a) the total price charged to the Customer (excluding VAT) for the provision of the Services pursuant to the Contract; or (b) the amount which is accepted and paid in cleared funds to the Supplier by its insurers under or in connection with any claim or claims made by the Customer against the Supplier.	13.1.3	If the Force Majeure Event prevents the Supplier from providing any of the Services for more than two (2) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
10.3	In carrying out any inspection of a site and/or apparatus and/or equipment for a Customer the Supplier shall not carry out and/or be responsible for any matters which are not specifically included in the RPII Inspection Scope.	13.2	<b>Assignment and subcontracting:</b>
10.4	Subject to clause 10.1, the Customer shall not be entitled to rely on the contents of any Inspection Report and the Supplier shall not be liable to the Customer on any account whatsoever until payment has been received by the Supplier in full in cleared funds for the relevant Services. Further, until such time as payment has been received by the Supplier in full in cleared funds for the relevant Services from the Customer, the Customer shall not be entitled to use the Inspection Report nor disclose the contents of the Inspection Report to any third parties nor make any representations (whether implied or actual) that any equipment and/or apparatus operated or owned by the Customer has been inspected and/or certified by the Supplier.	13.2.1	The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
10.5	Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.	13.2.2	The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
10.6	The Customer is strongly advised to maintain a hard paper copy of each and every Inspection Report for a minimum period of 20 years from the date of each such report. The Supplier shall not be under any obligation nor shall it be liable under any circumstances for any failure to supply the Customer with any replacement or further copy of any Inspection Report.	13.3	<b>Notices:</b>
10.7	This clause 10 shall survive termination of the Contract.	13.3.1	Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other Party's main fax number.
11	<b>TERMINATION</b>	13.3.2	Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
11.1	Without limiting its other rights or remedies, each Party may terminate the Contract with immediate effect by giving written notice to the other Party if:	13.3.3	This clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause and subject to clauses 13.3.1 and 13.3.2 above, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
11.1.1	the other Party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty-eight (28) days of that Party being notified in writing of the breach;	13.4	<b>Waiver:</b>
11.1.2	the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;	13.4.1	A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
11.1.3	the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;	13.4.2	Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
11.1.4	a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;	13.5	<b>Severance:</b>
11.1.5	the other Party (being an individual) is the subject of a bankruptcy petition or order;	13.5.1	If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
11.1.6	a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;	13.5.2	If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
11.1.7	an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party (being a company);	13.6	<b>No partnership:</b> Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.
11.1.8	a floating charge holder over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;	13.7	<b>Third party rights:</b> Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
11.1.9	a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;	13.8	<b>Variation:</b> Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.
11.1.10	any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.2 to clause 11.1.9 (inclusive);	13.9	<b>Governing law and jurisdiction:</b> This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
11.1.11	the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or		<b>REPORT DISCLAIMER</b>
11.1.12	the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.		<b>IMPORTANT NOTICE</b> This inspection report ( <b>Report</b> ) is confidential and has been prepared by The Play Inspection Company Limited ( <b>Supplier</b> ) for the benefit of the client to whom the Report is addressed ( <b>the Client</b> ) in relation to the equipment which is the subject of this Report ( <b>Equipment</b> ) solely for the purpose of identifying: (a) if the Equipment complies with current required standards (as specified in the Report); and (b) maintenance defects in the Equipment that should be remedied by the Client, together the (Permitted Purpose). Reports may not be copied or disclosed to any other person in whole or in part or used for any other purpose without the prior written consent of the Supplier. In the event the Supplier is denied access to the Equipment or any area where the Equipment is located for any reason whatsoever, the Supplier shall have no liability for matters that would have been discoverable by such access. Save for the warranty that the Report has been prepared using reasonable skill and care, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. Without prejudice to the foregoing, the maximum aggregate liability of the Supplier and its employees, agents and sub-contractors for any liability and losses of whatever kind and howsoever arising (including negligence), as a result of access to, use of, or reliance upon, any information contained in this Report is limited as provided in the Supplier's standard terms and conditions applicable to the provision of the Report. Neither the Supplier nor its respective employees, agents or sub-contractors shall be liable to any person for indirect, consequential or special losses. In no circumstances shall the Supplier or its employees, agents or sub-contractors be liable (a) to any person other than the Client or (b) where the Report has not been used for the Permitted Purpose. Nothing in this disclaimer shall limit or exclude the liability of the Supplier to the extent such liability cannot be lawfully limited or excluded.
11.2	Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer:		
11.2.1	if the Customer fails to pay any amount due under this Contract on the due date for payment; or		
11.2.2	at any time prior to the carrying out of any physical site inspection(s) for the Customer.		
11.3	Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.12, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.		
12	<b>CONSEQUENCES OF TERMINATION</b>		
12.1	On termination of the Contract for any reason:		
12.1.1	the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;		
12.1.2	the Customer shall return all of the Supplier Materials and any Inspection Report which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;		
12.1.3	the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.		
13	<b>GENERAL</b>		
13.1	<b>Force majeure:</b>		
13.1.1	For the purposes of this Contract, <b>Force Majeure Event</b> means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other Party), failure of a utility service or transport network, act of God, epidemic or pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, snow, ice or default of suppliers or subcontractors.		

News Release

11<sup>th</sup> September 2024

Yeovil, UK

## **Funding available for good causes in the Yeovil area**

Charities and community groups in Yeovil and the surrounding South Somerset area are being invited to apply for funding of up to £9,600 from the Prime Foundation.

The Prime Foundation provides investment in communities where Prime (a health and care property developer) has built new facilities. When a project completes, Prime donates a proportion of its profits to the Foundation, ensuring that the funds benefit local initiatives and groups.

Prime has been working alongside Somerset NHS Foundation Trust to deliver a new diagnostics centre at Yeovil District Hospital. As a result of this project, Prime has donated funds to the Prime Foundation, to be distributed to support one or more projects in the Yeovil and district area.

Projects in Yeovil have previously benefitted from Prime Foundation funding. In 2018, Friends of Ham Hill received funding to enhance the visitor experience at Ham Hill Country Park. The funding delivered a children's adventure trail activity leaflets, encouraging families to explore the park together. The South Petherton Community Shed also received a grant, allowing them to invest in new power tools, enabling the group to work on larger projects and support members of all abilities.

To be eligible for a Prime Foundation grant, a cause must align with one or more of the charity's aims and objectives: to advance education outside of the classroom, promote good physical and mental health, and enhance social wellbeing through recreation.

Hannah Cashmore at the Prime Foundation said: "By investing in causes which make a tangible difference, we aim to enhance lives in the Yeovil area. We look forward to learning about the great projects being delivered locally and find out how we can offer support through grant funding."

For more information and details on how to apply, visit [www.primeplc.com/prime-foundation](http://www.primeplc.com/prime-foundation). Eligible postcodes and application guidelines can be found on the website.

The closing date for applications is 12<sup>th</sup> November 2024.

Ends

### **About Prime**

Prime plc is the leading, UK-based health and care property developer, investment manager and operator. Established in 1996, the company operates across the UK, delivering real estate solutions through the expertise of our investment managers, lawyers, developers, financial specialists and health experts.

Focussed on developing space for change in health and care, Prime plc is committed to delivering projects that positively impact the environment, deliver lasting social change and enhance the health and care landscape. This commitment helped Prime achieve B Corp status in 2022.

As an ally of public and private health and care providers, Prime delivers clinical, living, and infrastructure solutions. From complex estate master planning to the creation of innovative key worker living facilities and community-focused healthcare spaces, we create a future where care is never restricted by the space it's delivered in.

For more information, please see [www.primeplc.com](http://www.primeplc.com)

### **Media Contact**

Kayleigh Fletcher

Kayleigh.fletcher@primeplc.com

T: 01905 362126





**Subject:** Climate Adaptation Plans for your community - Somerset Wildlife Trust

We invite parish councils and community groups to come together with Somerset Wildlife Trust (SWT) and co-create a Climate Adaptation Plan for your area. Parish councils are the backbone of community life around Somerset, and so your support in this process (titled Act to Adapt) would motivate communities to collaborate in adapting Martock, Ash, South Petherton, Stoke Sub Hamdon, and Kingsbury Episcopi to increasing climate risks.

The Act to Adapt process begins with a public workshop (the 'Talk' stage), allowing locals to learn about their climate risks and share their priorities for the community. In the past, identified priorities have been adapting to flood risks, protecting green spaces, and increasing community communication systems. We hope you can join us at the **George Inn, Martock** on the **Tuesday 19<sup>th</sup> November (6:30-9:00pm)** to ensure that your community is heard throughout this process; this is a free event funded by the Somerset Rivers Authority and there will be cake (flyer attached)!

From the workshop, SWT will create a draft Climate Adaptation Plan and showcase this at events to involve more local thoughts on the plan (the 'Shape' stage). Finally, we will hand over the Climate Adaptation Plan to your communities, along with a shared **£1000** to kick start action in the plan (the 'Act' stage).

For more information, check out our webpage, which has our current Climate Adaptation Plans for Glastonbury, the Poldens, Minehead, and Burnham-on-Sea & Highbridge:  
[Act to Adapt | Somerset Wildlife Trust](#)

If you have any questions, please don't hesitate to get in touch, otherwise save them for the 19<sup>th</sup> and share your thoughts in person.

16/10/2024:

Devon & Somerset Fire & Rescue Service.

Every year we ask our communities and businesses about the level of precept (council tax contribution) for the fire and rescue service. This consultation is open now until midday on 26 November.

We would like to hear from as many people as possible across Devon and Somerset to better understand our residents' views. Please can you complete the [online survey](#) and share this with your networks. Should you or anyone else be unable to complete this online please call 01392 872354 and leave a message with your name and number. Please see attached a poster for you to display if there are any appropriate places, or please include in any timely newsletters you may have. We will also be posting on our social media accounts so please share if you are able to.

Whilst we are aware of the pressures many of us are facing now and in the coming months, your feedback will help to make more informed decisions for the next financial year.

Many thanks for your support to share this consultation.



**Richard Luffman**  
**Communications Officer**  
**Devon and Somerset Fire and Rescue Service**  
m. 07974 086244

<https://www.dsfire.gov.uk>

# Have your say



## About how much you pay



Each year, we ask communities about the amount of council tax we receive as your fire and rescue service.

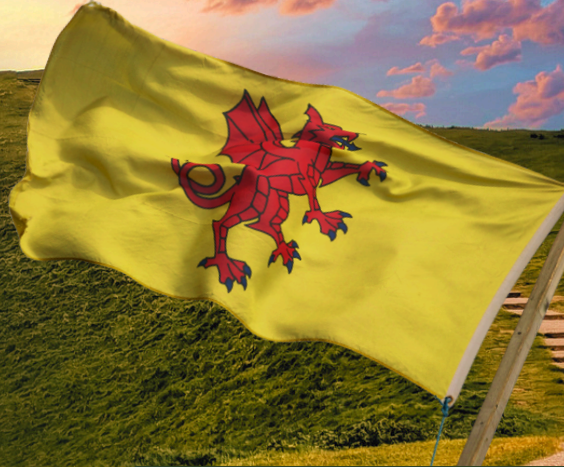
You can tell us what you think by completing the survey by using this QR code.

If you require this in another format please contact the Communications and Engagement Team on 01392 872354. The consultation finishes at midday on Tuesday 26 November.





# Creating a Better Somerset



## Get involved in Somerset Day

Celebrate Somerset Day next May and be a part of something special.

Hosted by **Passion for Somerset**, a not-for-profit CIC, we help communities, organisations, charities and businesses raise funds, support our local economy and celebrate everything that makes Somerset amazing.

## Save the Date for 2025!

Celebrate Somerset Day over the weekend of the **10th & 11th of May**.

Start making plans now for how you'll get involved.



## Want to know more?

[www.somersetday.com](http://www.somersetday.com) | [info@somersetday.com](mailto:info@somersetday.com)



**SOMERSET  
DAY 2025**



# What's it all about?



## We're achieving incredible things



### Creating Fundraising Opportunities

Giving local groups the platform and tools to raise money.



### A Platform for Hundreds of Events

From The Big Somerset Picnic to music gigs.



### Making Headlines

Featured on BBC Somerset, ITV West Country, and more!



### Boosting Local Businesses

Increasing footfall, revenue and awareness.



### Recognising Young Heroes

Our Pride of Somerset Youth Awards celebrate amazing young people.



### Shining the Spotlight on Somerset

Putting Somerset on the map as a top destination.



### Earning Prestigious Support

Michael Eavis CBE and His Majesty's Lord-Lieutenant of Somerset are amongst our Patrons.

## How can I get involved?

### Charities and Organisations

Host your own event as part of The Big Somerset Picnic. Charge for entry, sell food, offer entertainment or hold raffles to raise funds. Indoors or outdoors, the fun continues - rain or shine!

### Local Businesses

Hang the Somerset Flag and Bunting in your shops, offices or restaurants. Host your own event or sponsor one on Somerset Day to show your support.

### Individuals

Bring friends and family to a local event, enjoy the fun and contribute to a good cause. You'll find all the activities happening in celebration of Somerset Day listed on our website.

## Want to know more?

[www.somersetday.com](http://www.somersetday.com) | [info@somersetday.com](mailto:info@somersetday.com)



**SOMERSET  
DAY 2025**



### Welcome to the Flood Warden Autumn Newsletter 2024

November marks the bicentennial of the great gale of 1824, where hurricane force winds and a storm surge caused significant impacts and loss of life along the South coast. It was an extreme and rare event, and based on the levels reached, we calculate that it has a likelihood of recurrence of 1 in 10,000 each year (0.01% chance).

Dorset Coast Forum are working in collaboration with Environment Agency and BCP Council to bring together a free public exhibition that explores the impacts The Great Gale of 1824 left on the Dorset Coast. For more information, see <https://www.dorsetcoast.com/great-gale/>.

Our ability to predict severe weather has come on leaps and bounds since 1824, and there's no doubt that many lives have been saved by early warnings since then. September has demonstrated how important this is, with extreme events happening around the world. The cost in lives and damage is still being counted from Storm Boris in Europe, Typhoon Yagi in Asia, and Hurricanes Helene and Milton in North America; Nigeria is experiencing a major humanitarian crisis, with as many as two million people displaced by record rainfall.

Most commonly when records are broken, it is through an incremental increase. But we are increasingly seeing records being 'smashed' – for example, in Austria's recent floods, new records were twice as high as previous ones. "To see records being broken by such large margins, that is really the fingerprint of climate change," said Friederike Otto, climatologist at Imperial College London. We need to be more prepared than ever for these extreme events.

### *In this Issue*

- **The Environment Agency's Flood Warning Service**
- **Next Warning Service**
- **Met Office Severe Weather Warnings**
- **Online Lunch and Learn Flood Warden Sessions**
- **The Great Gale Commemoration Exhibition**
- **Salisbury's Environment Action Flood Event**
- **Somerset Prepared Community Resilience Conference 2024**

In this world of increased flood risk, the systems and processes in place for forecasting and planning for flooding events are crucial. We work with our partners through Local Resilience Forums to alert and inform individual homes, communities, businesses and partner organisations about flood risk. We provide [flood risk mapping](#) for long term planning, and the [Flood Warning service](#) and [River Level service](#) give real time information about flood impacts.

We'll look in more detail at these services, as well as Met Office warnings, in this issue of the Flood Wessex newsletter. We also have news about upcoming resilience events and partner projects, as well as the usual water situation report.

- **Flood Action Week 2024**
- **Environment Agency Recovery Work**
- **Rural Flood Resilience Partnership**
- **Dorset Rural Run-off Project**
- **Somerset Rivers Authority Annual Report**
- **Climate Adaptation Plans**
- **Wells Environment Network Eco Week**
- **Flood & Watercourse workshops**
- **Somerset Prepared Community Resilience Award**
- **Video Resources**
- **Water Situation Report**
- **Useful Information**





## The Environment Agency's Flood Warning Service (FWS)

As flood wardens, community leaders, and trusted messengers, your knowledge about flood warnings is critical in helping the wider community understand potential impacts.

Creating a system that can warn about different types of flood risk is a complex task – warnings need to be delivered with as much lead time as possible, but also with as much certainty as possible to avoid false alarms. The Flood Resilience Team look after the Flood Warning Service and are responsible for setting procedures and trigger levels. You can help make warnings as accurate as possible by reporting flooding. If you feel warnings are being issued too often or not often enough, provide your feedback to the local office at [wessexenquiries@environment-agency.gov.uk](mailto:wessexenquiries@environment-agency.gov.uk).

We have a team of Flood Warning Duty Officers (FWDOs) on duty 24/7, 365 days a year, monitoring weather forecasts and levels, and issuing alerts and warnings according to expected impacts. There are three levels of warning: Alert, Warning and Severe Warning.

### Flood Alerts

For **river flooding**, a flood alert area covers a cluster of river catchments that respond in a similar way to rainfall in the same geographical area. Alerts are usually based on a forecast, so our systems use rainfall totals to forecast how much a river may respond rather than being based on a river level being reached. **Coastal** flood alerts are 100% forecast led. A coastal flood alert area contains a stretch of the coastline; the trigger is based on a combination of forecast tide and wave height, wind speed and direction.

A flood alert is issued when flooding is **possible**, and you should prepare now. It is based on low flood impacts, for example bank-full conditions, floodplain inundation, flooding of low-lying land, minor roads and farmland for rivers, or in coastal areas, spray and wave overtopping, and minor road or surface water flooding linked to tidal flooding.

We aim to issue flood alerts during waking hours (0600-2100) so customers can take any necessary actions and aren't woken up in the night for this lower level of warning. We aim for a lead time between 2 and 12 hours before flooding for rivers, or 4 to 6 hours for coastal flood risk, although we may issue a message the day before a tide is expected to reach flood alert level, or where levels are forecast to be reached in the evening or overnight.

With a forecast-led flood warning service, there are times where we receive a different amount of rainfall than expected, or wind speed and/or direction changes in the lead up to high tide. This can mean the rivers respond less than anticipated, or expected flood levels on the coast are not reached. For coastal areas, we may receive an updated forecast which triggers the flood alert, but provides less than 4-6 hours lead time.

## **Flood Warnings**

A **river flood warning** area either extends from an upstream location to a downstream location, or is community based. A **coastal flood warning** area is community based, and as with alerts, coastal warnings are forecast led.

Flood warnings are issued when flooding is **expected**, and you should take action now. They are based on high flood impacts, such as flooding to property and disruption to major roads and infrastructure. For rivers, we aim to typically give 2 hours lead time to communities, which means there should be 2 hours between receiving a flood warning message and the first property to flood. However, in rapid response catchments the lead time may be as little as 30 minutes. We aim to give around 4-6 hours lead time to communities at coastal flood risk, although this can be more as we often issue a message in the afternoon prior to an evening's tide that is forecast to reach flood warning level, and the following morning's tide that is also due to reach flood warning level.

As with alerts, the parameters which are used to forecast a coastal flood warning such as wind speed and/or direction may change in the lead up to high tide, which can mean a flood warning may be issued with less than 4-6 hours lead time.

### **Severe Flood Warnings**

**Severe flood warnings** can be issued to the same area as a flood warning area, and mean that flooding could cause danger to life and/or significant disruption to communities, and you must act now. A severe flood warning could be accompanied by an Emergency Alert, which is a government service to warn of a danger to life nearby. In an emergency your mobile phone will receive an alert with advice on how to stay safe.

For severe flood warning for rivers, the decision to issue can be informed by on the ground feedback of the flood impacts. However, for coastal locations, a severe flood warning will be based on a forecast, which as previously mentioned can change, so there may be very little lead time from receiving a message and the time of high tide.

### **Groundwater Flood Warnings**

Flooding from groundwater can happen when the level of water within the rock or soil that makes up the land surface (known as the water table) rises. The level of the water table changes with the seasons due to variations in long term rainfall and water abstraction. When the water table rises and reaches ground level, water starts to emerge at spring lines, and flooding can happen. In Wessex, areas with an underlining chalk geology are most at risk from groundwater flooding, which mainly affects communities in Dorset, Hampshire and Wiltshire.

Lead local flood authorities (the unitary or County Council) are responsible for managing the risk of flooding from groundwater. The Environment Agency has a strategic overview for all sources of flooding including groundwater. This means we provide support to other risk management authorities and in some areas, like Wessex, provide a groundwater flood warning service.

The groundwater flood warning service has several different levels, much like the Fluvial and Coastal services, with both Flood Alerts and Flood Warnings issued for groundwater. Groundwater flood alerts are issued when flooding is possible, and that you should prepare for possible flooding. In the case of groundwater this could be to ensure that property level protection measures, such as pumps, are in good working order and set up ready for use.

Groundwater flood warnings are issued when flooding is expected, indicating that action should be taken now. It is likely that, along with property flooding, roads will be become flooded or even impassable. Consider planning alternate routes if you know roads are liable to flooding.

Groundwater levels are monitored on a daily basis using a network of boreholes across Wessex. We often see a response in groundwater levels several days after heavy rainfall, as it can take a while for rainfall to percolate down into the water table.

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### **The Next Warning Service (NWS)**

The Next Warning Service (NWS) is an Environment Agency project to build a replacement Flood Warning System, to future proof this essential public digital service for the next 10 years. So, what is the NWS?

- The NWS will achieve the same results as the Flood Warning System (FWS) with a fresh new user experience.
- NWS will offer the same reliable and effective functionality as FWS, but we will work closely with those users that receive our warnings to improve the messages and inspire more people to take action.
- NWS will continue to send direct messages as a telephone call, text message and email message.
- NWS will continue to provide information to our Floodline telephone service and our Check for flooding pages on GOV.uk
- Our assisted non-digital registration process will go through our Floodline telephone service or via our local Flood Resilience teams.

- Some improvements to the sign up to flood warning process on GOV.uk will include more choice over the type of message a customer can receive, new map features to locate places of interest and more choice over which locations they want to receive warnings for. The number of contacts to receive our messages on will also increase.

The project team are keen to receive feedback from future users of the NWS so please contact us if you would like to participate in any potential user research at [floodwessex@environment-agency.gov.uk](mailto:floodwessex@environment-agency.gov.uk)

## **Met Office Severe Weather Warnings**

The Met Office issues weather warnings, which warn of impacts caused by severe weather.

They provide warnings up to seven days ahead for rain, thunderstorms, wind, snow, lightning, ice, extreme heat and fog and warnings can be issued at any time, day or night.

Each warning will contain the following sections:

- **Headline** – a short weather headline, which states what weather type, is forecast
- **What to expect** – details on the types of impact forecast and an indication of how likely those impacts are
- **What should I do** – this section links to advice and guidance from our partners on how to stay safe in severe weather
- **Further details** – additional information on the forecast weather.

These warnings are given a colour (yellow, amber or red) depending on a combination of both the impact the weather may have and the likelihood of those impacts occurring.

Yellow and Amber warnings represent a range of impact levels and likelihoods. This means it is important to read each warning to know what level of impact you can expect for your chosen warning area – and how likely those impacts are to occur.

The combination of impact and likelihood is shown in a matrix, which can be seen in the Further Details section of the warnings.

To find out more and to find out how to access Met Office weather warnings including signing up to receive email alerts visit: [www.metoffice.gov.uk/weather/guides/warnings](http://www.metoffice.gov.uk/weather/guides/warnings)

## Environment Agency News and Events

### **Online Lunch and Learn Flood Warden Sessions**

Thanks to all who have attended our online lunch and learn sessions so far – they have been a great success, and we have two more sessions planned over the next couple of months.

#### **Flood Plans & Flood Warden Action Cards – Thursday, 17 October, 12.30 – 13.00 (online)**

Join us for an open session – speak to us if you want any assistance developing or reviewing your plan; hear about some of the good examples and templates available and check out our simple and effective Flood Warden Action Card that can be easily adapted for your community.

#### **Online Flood Information and Warnings – Thursday, 21 November, 12.30 – 13.00 (online)**

We will take you on a tour of [www.gov.uk/check-flooding](http://www.gov.uk/check-flooding) where you can check current flood risk, 5 day flood risk, current flood alerts and warnings,

find river, sea, groundwater and rainfall levels in your area, check long term flood risk from main river, sea and surface water and how to make sure you are signed up to receive the correct Flood Alerts and Flood Warnings for your community as a Flood Warden.

Please e-mail us at [floodwessex@environment-agency.gov.uk](mailto:floodwessex@environment-agency.gov.uk) if you would like to attend any of the above sessions.

### **The Great Gale Commemoration Exhibition**

On the night of 22<sup>nd</sup> November 1824, a storm of unprecedented ferocity hit the Dorset coast, flooding many houses, destroying villages in its path and claiming many lives during the two days that it besieged the coast. Now, 200 years on, Dorset Coast Forum in collaboration with the Environment Agency and BCP council bring together a free public exhibition that explores the impacts The Great Gale of 1824 left on the Dorset Coast.

The exhibition will feature personal stories and accounts from 1824, delve into the reasons behind the storm and discuss how we can predict and prepare for possible similar future events. The free exhibition starts at Weymouth Library on Friday 25<sup>th</sup> October, and travels across 5 locations on the Dorset coast including Lyme Regis, West Bay, and Poole, ending on Portland on 24<sup>th</sup> November. The village of Chiswell, Portland was partly demolished by the hurricane-force storm and 25 lives were lost during the storm. To commemorate those affected, Dorset Coast Forum are working with Portland based arts company, B-side, to bring a host of events on Portland. For further information, dates and venues for the exhibition please visit [www.dorsetcoast.com/great-gale/](http://www.dorsetcoast.com/great-gale/)

## **Salisbury's Environment Action Flood Event**

Come and join us at the Flood Action event being hosted in Salisbury where you will have the opportunity to speak with professionals about ways you can be better aware, planned and prepared for flooding. There will be a number of stalls with representatives from Wiltshire Council, Salisbury City Council, Environment Agency and other partners together with a selection of professionals who can advise on flood resilience measures. The event is open to everyone and happens to coincide with the Market Day which is held right in front of the Guildhall, so it's another good reason to come along.

Lisa from our Flood Resilience Team will be on the Environment Agency stall, so please come along and speak with her if you want to talk about the Flood Warden role and any information or guidance which could be of help in your community.



## **Somerset Prepared Community Resilience Conference 2024**

Wednesday 6 November 2024, Bridgwater and Albion Rugby Football Club

9.45am-4pm

Free lunch provided

This interactive and informative day offers a range of workshops, talks, demos and 1:1 support with experts in a range of resilience topics. We are delighted to have [Flood Mary](#) join us with her Floodhub – where you can see property flood resilience kit and get top tips from this world-renowned expert.

Workshops across the day include sessions on Mapping your Watercourses, A Community View on Emergency Planning, Using Emergency Power Back-up Systems, Finding Funds for Community Projects and more. The Environment Agency will offer a workshop on the world of planning and flooding, a presentation from Coastal expert John Buttivant, and our Flood Resilience Team and Property Flood Resilience team will be on hand to offer advice. Stallholders who are there to chat to you and share expertise will include Somerset Rivers Authority, Somerset Council, the Environment Agency, Avon and Somerset Police, the Farming and Wildlife advisory Group SW, Trading Standards, EVAG – the Emergency Volunteer Action group, and many more.

For more information email [somersetprepared@somerset.gov.uk](mailto:somersetprepared@somerset.gov.uk)

## **Flood Action Week 2024**

Did you know that 14-20 October is 'Flood Action Week'?

This year's awareness campaign coincides with the one-year anniversary of Storm Babet, which brought significant flooding across the country. As climate change brings more extreme weather, there has already been flooding this autumn. This follows the wettest 18 months on record in England up to February 2024.

This campaign is all about showing people that they can easily take a few steps to reduce the devastation caused by floods to their homes and businesses, with around 5.5 million properties in England at risk from flooding. Recent data suggests that nearly half the country is unsure of how to find information on local flood risks, making this campaign all the more important.

The best way to protect yourself from flooding is early preparation and knowing what to do in advance. You can help raise awareness of some of the actions people can take to reduce the dangers:

- [Check your long-term flood risk](#). You can use this free service to find out the long-term flood risk for an area in England, the possible causes of flooding, and how to manage flood risk.
- [Sign up for flood warnings](#) by phone, text or email
- Take steps to [protect yourself from future flooding](#) – including storing important documents in a secure, waterproof location, taking rugs and small furniture upstairs, checking how to turn off your electricity and water, preparing a flood kit.
- Explore longer-term [Property Flood Resilience](#) measures (PFR) to protect homes and businesses.

**Environment Agency Recovery Work**

Following flooding, depending on the scale and nature of a flood, the Environment Agency will sometimes set out a Recovery and Preparedness Programme to focus on the impacts and coordinate our recovery activity. Following the widespread flooding in Wessex in Winter 22/23, a programme and team for recovery was set out from April 2023. This programme was extended following summer flash flooding and the flooding across Wessex in Winter 23/24.

Our recovery programme came to an end this month and remaining work was handed over to our usual teams. You can see a summary of some of the work that's been carried out since April 2023 in the infographic above. There are some remaining recovery projects which are still ongoing such as bank repairs on the River Parrett and repairs to flood gates in Portland and West Bay.

### **Rural Flood Resilience Partnership**

With rural communities increasingly on the frontline of extreme weather and the devastating impacts of flooding, a unique partnership has been launched to support rural flood resilience and help farmers and communities adapt to a changing climate. The partnership has published its work plan for 2024 to 2026.

For more information visit: [www.gov.uk/government/news/rural-flood-resilience-partnership-launched-to-help-farmers-and-rural-communities-adapt-to-a-changing-climate](https://www.gov.uk/government/news/rural-flood-resilience-partnership-launched-to-help-farmers-and-rural-communities-adapt-to-a-changing-climate)

## Partner Updates

### **Dorset Rural Run-off Project**

Dorset Council's Flood Risk Management team with support from the Farming and Wildlife Advisory Group (FWAG) are engaging agricultural landowners in discussions about sustainable land drainage management practices. The primary focus is to reduce surface water and sediment runoff, which can lead to increased flooding risks in surrounding communities. By bringing together these stakeholders, with funding secured over a three-year period the initiative aims to explore more environmentally friendly approaches that balance agricultural productivity with environmental protection.

A key part of these discussions revolves around the implementation of nature-based interventions, such as creating buffer zones, planting cover crops, slowing flow, changing farm practices, and restoring wetlands. These measures not only help absorb and slow down excess water but also improve soil health and biodiversity. By reducing the volume and speed of water runoff, these interventions play a crucial role in mitigating flood risks, ensuring that both farmers and communities benefit from a more resilient and sustainable landscape.

### **Somerset Rivers Authority Annual Report**

Hundreds of places across Somerset are included in the newly published Somerset Rivers Authority (SRA) Annual Report 2023-24, all sites where the SRA funded works to reduce the risks and impacts of flooding.

The report describes a wide range of schemes and activities, right down to individual streets, streams, fields and culverts.

In his foreword to the report, the SRA Chair, Councillor Mike Stanton, notes that “2023-24 showed climate change intensifying flooding problems across our county, lashing with more force and unpredictability.”

Total SRA spend during 2023-24 was just over £3.8million.

Of particular interest to flood wardens may be the report’s Building Local Resilience section. This highlights grants awarded for equipment and training, the design and installation of localised flood warning systems, plus numerous sessions about emergency preparedness, tailored by the SRA’s community engagement officers to specific local flood risks and concerns. As Councillor Stanton mentions, the SRA is also planning to trial a small grants scheme for Somerset communities.

You can read the [Somerset Rivers Authority Annual Report 2023-24](#) on the SRA website.

Or get an illustrated 48-page PDF: [Somerset Rivers Authority Annual Report 2023-24](#) (10MB).

Or a 35-page text only version: [Somerset Rivers Authority Annual Report 2023-24](#) (0.3MB).

**Climate Adaptation Plans continue to rollout for communities with Somerset Wildlife Trust**

The impacts of the climate emergency are already unfolding. As well as rising sea levels, Somerset is likely to experience more flooding, extreme heat, droughts and wildfires. Thankfully, there are many ways that communities can act together to be better prepared for the changes and build a positive future where people and nature can thrive.

Funded by the Somerset Rivers Authority, Somerset Wildlife Trust (SWT) has been raising awareness of adaptation and encouraging communities across the county to develop Climate Adaptation Plans! This plan shares the key priorities and adaptation actions chosen by the community, such as adapting to flood risks, and offers advice on how to make these actions happen.

With a successful August launch in Glastonbury, SWT are now starting the Act to Adapt process in more communities, including Martock and the surrounding area, Spaxton, and Wells.

If you are a local to Wells, come join us at our two upcoming events:

Wednesday 16th Oct – Workshop at Wells Town Hall (Parkes Room)

[Act to Adapt: Collaborating for Wells | Somerset Wildlife Trust](#)

Saturday 2nd Nov – Consultation at the Christmas Artisan Market

[A Consultation for Wells - Christmas Artisan Market | Somerset Wildlife Trust](#)

## **Wells Environment Network Eco Week – Flooding workshops and talks**

### **Living with Watercourses**

Saturday 12 October 2024, 11.00 – 12.00, Wells Town Hall, Market Square, Wells, Somerset

Discover what living with watercourses truly means for you in this enlightening session led by Dr. Paul Elliston and Dr. Bel Deering from the Somerset Rivers Authority and Somerset Council.

### **Floods, Farms and Food - How can we build resilience together?**

Friday, 11 October 2024, 19.00 - 21.00, Cedars Hall, 15 The Liberty, Wells, England, BA5 2ST

A panel of six speakers will share their perspectives on pressing environmental challenges, including: Adapting to and mitigating flood risks; Restoring and preserving biodiversity; Revitalising soil health through regenerative farming; and Enhancing food security by relocalising our food systems.

### **How to Make Your Home Flood Resilient**

Saturday, 12 October 2024, 10.00 - 11.00, Wells Town Hall, Market Square, Wells, Somerset

Join Flood Mary, a seasoned advocate and advisor for flood victims, as she shares her invaluable insights on safeguarding your home against flooding.

For more information and to book a place please follow this link: [Events — Wells Environmental Network \(wenvironment.org.uk\)](https://www.wenvironment.org.uk/events)

**Rivers and Rhynes, Ditches and Drains: what living by a watercourse means for you**

Monday 21 October 2024

7pm-9pm

Cranmore Memorial Hall

If water flows within, next to or even under your property or land then this interactive workshop is for you. We 'll cover what extra rights this might give you as well as discuss where responsibilities lie.

Free event – no booking required

For more information email [Paul.elliston@somerset.gov.uk](mailto:Paul.elliston@somerset.gov.uk)

**Flood Workshops and Support with Somerset Rivers Authority & Somerset Council**



## **Library Workshops**

Wednesday 30 October

10am- 4pm

Glastonbury Library

Saturday 30 November

10am-12pm

Langport Library

Join Somerset Rivers Authority for these free and fun family sessions which cover important topics such as flood safety and flood resilience using stories, clay and crafts. We will also have an information stand for anyone wanting to know more about household emergency plans and property flood resilience equipment.

For more information, please contact [Bel.deering@somerset.gov.uk](mailto:Bel.deering@somerset.gov.uk)

## **Flood Café**

Friday 22 November

10am-12pm

Bishop's Palace, Wells

The Flood Cafe offers floodees, flood-affected people and those worried about future flooding the chance to gather, drink tea, and discuss flooding topics in a friendly, relaxed setting. This gathering is not counselling but a space for open dialogue, discussion and mutual support. Free Event – includes light refreshments

If you have any questions, please contact [Bel.deering@somerset.gov.uk](mailto:Bel.deering@somerset.gov.uk)

### **Primary School Assemblies and Workshops**

Somerset Rivers Authority and Somerset Council also offers a free interactive workshop and assembly on flooding and flood safety for primary schools. To find out more or book a session please follow this link <https://forms.office.com/e/s0MkUUxYyz> or email [Bel.deering@somerset.gov.uk](mailto:Bel.deering@somerset.gov.uk)

### **Somerset Prepared Community Resilience Award**

Do you know an unsung hero who has helped to make your community more resilient? Or a group that has gone above and beyond to champion community resilience in Somerset? Somerset Prepared Partnership is inviting nominations for the 2024 awards. Winners will be announced at the Somerset Community Resilience Day on 6th November at Bridgwater and Albion Rugby Club. Nominations close 22 October; find out more at [Somerset Community Resilience Award – Somerset Prepared](#)

### **Video Resources**

Property Flood Resilience expert Mary Long-Dhonau OBE has released a new video, looking at how you might use simple items from around the home or low-cost items to reduce the impact of flooding in your home: [Preparing for a flood \(youtube.com\)](#). Mary will be visiting Somerset in November as part of the [Somerset Prepared annual community resilience day](#).

One of the most important messages about flooding is ‘don’t drive through floodwater’. It’s the leading cause of death during flooding. American country singer / songwriter Matt Hawk has written a song delivering this crucial message with a catchy tune: [Turn Around, Don't Drown PSA by Matt Hawk \(weather.gov\)](#).

## Water Situation Report

### Water Situation Report – June, July and August 2024

Flood alerts and warnings issued in total, across Wessex, for June, July, August and September 2024:

2024	June	July	August	September
<b>Flood Alert</b>				
Fluvial	0	1	0	29
Tidal	0	0	18	15
Groundwater S Wessex	0	0	0	3
<b>Flood Warning</b>				
Fluvial	0	0	0	28
Tidal	0	0	0	2
Groundwater S Wessex	0	0	0	0
<b>Severe Flood Warning</b>				
Fluvial	0	0	0	0

Tidal	0	0	0	0
<b>Totals</b>	<b>0</b>	<b>1</b>	<b>18</b>	<b>77</b>

In June, an average of 21mm of rain fell across Wessex in June (35% of the LTA) with 77% of the monthly total rainfall, falling on just three days, June 15 to 18. The low levels of rainfall made it the 16th driest June since our records began in 1871. The majority of areas across Wessex recorded a range in soil moisture deficit (SMD) of 41-70mm. In terms of river flows, most sites to the north and west of Wessex reported normal flows in June 2024. The sites within the chalk aquifer reported above normal and notably high flows in line with groundwater levels. The groundwater levels varied across Wessex in June from normal to exceptionally high. In Dorset the levels were mainly notably/exceptional high, whereas in Wiltshire levels were mainly above normal. Reservoir levels in Wessex decreased over the month of June, with Wessex Water reporting reservoirs at approximately 89% capacity by the end of the month, which is similar to this time last year. Bristol Water reported reservoirs levels at approximately 86% capacity by the end of June, which is also similar to this time last year.

In July , an average of 79mm of rain fell across Wessex in July (151% of the LTA). Recorded monthly rainfall ranged from 115% to 221% of the July LTA with the lowest relative rainfall recorded in the Mendips and River Chew and the highest in the West Dorset Streams. In total, 61% of the month's total rainfall fell between 5 July and 8 July. SMD in Wessex initially decreased for the first couple of weeks of July, before increasing again for the remainder of the month. In July, the majority of river flows to the north and west of Wessex reported normal or above normal mean monthly flows. Groundwater levels at the end of July varied between normal and exceptionally high across Wessex. Reservoir levels in Wessex continued to decrease throughout July. At the end of the month, Wessex Water reported reservoirs at approximately 76% capacity which is very similar to this time last year. Bristol Water reported reservoir levels of approximately 75% capacity at the end of July which is approximately 5% lower than this time last year.

In August, an average of 44mm of rain fell across Wessex in August (67% of the LTA). Recorded monthly rainfall ranged from 21% to 92% of the August LTA. SMD in Wessex continued to increase for the majority of August, before beginning to decrease towards the end of the month in response to rainfall. In August, river flow to the northwest of Wessex largely reported below normal monthly mean flows, most sites recorded flows peaking around 24 August following three days of high rainfall. Groundwater levels at the end of August varied between normal and notably high across Wessex, the two most southern sites Kingston Russell Road and Delcombe recorded above normal levels, whereas most of the northern sites recorded normal levels at the end of August. Reservoir levels in Wessex continued to decrease throughout August. At the end of the month, Wessex Water reported reservoirs at approximately 63% capacity which is approximately 6% lower than this time last year. Bristol Water reservoir levels were approximately 61% capacity at the end of August which is approximately 16% lower than this time last year.

Over the past 12 months, almost all of Wessex received exceptionally high rainfall due to the wet winter and spring. This has been the second wettest 12-month period (September to August) since records began in 1871.

### **Useful Information**

# Would you know what to do in a flood?



**FLOOD  
ALERT**

**PREPARE**

- Prepare a bag that includes medicines and insurance documents
- Visit [www.gov.uk/check-flooding](http://www.gov.uk/check-flooding)



**FLOOD  
WARNING**

**ACT**

- Turn off gas, water and electricity
- Move things upstairs or to safety
- Move family, pets and car to safety



**SEVERE  
FLOOD  
WARNING**

**SURVIVE**

- Call 999 if in immediate danger
- Follow advice from emergency services
- Keep yourself and your family safe

Visit [check-for-flooding.service.gov.uk/plan-ahead-for-flooding](http://check-for-flooding.service.gov.uk/plan-ahead-for-flooding)

#PrepareActSurvive

## Useful Contacts

Contact Floodline on **0345 988 1188** for up to date flood warning information or advice.

Contact the Environment Agency incident hotline on **0800 80 70 60** to report flooding, blockages in rivers or any other environment incident.

## Where to find further information

For local weather information including weather warnings visit the Met Office at:

[www.metoffice.gov.uk](http://www.metoffice.gov.uk)

The Met Office's Community Resilience website: [Met Office Community Resilience](#)

To sign up for flood warnings: [Sign up for flood warnings - GOV.UK \(www.gov.uk\)](https://www.gov.uk/sign-up-for-flood-warnings)

For river, sea, groundwater and rainfall levels: [River, sea, groundwater and rainfall levels](#)

To find out more about preparing for flooding: [www.gov.uk/prepare-for-flooding](https://www.gov.uk/prepare-for-flooding)

[Wessex Area Water Situation Reports](#). Monthly reports are produced on Gov.uk

Flood Re has been set up to help those households who live in a flood risk area find affordable home insurance. For more information contact your insurer or visit: [www.floodre.co.uk](https://www.floodre.co.uk)

The National Flood Forum provide further advice and support at: [www.nationalfloodforum.org.uk](https://www.nationalfloodforum.org.uk)

Flooding - Find out the answers to frequently asked questions: [Flooding FAQ](#)

For Property Flood Resilience (PFR) and Flood Plan templates:

[BeFloodReady – Property Flood Resilience \(PFR\) | Helping Reduce Flood Risk](#)

Communities Prepared: Flood warden booklets and online training:

<https://www.communitiesprepared.org.uk/>

## Keeping In Touch

We need your help to keep our list of contact details up to date:

In the two short videos we describe why we need your contact details and how we will use them to help support you in your role as Flood Warden or Community Emergency Volunteer. We also explain why, how, and when our Flood Warning Duty Officer might want to contact you.

[Flood Warden Video 1](#)

[Flood Warden Video 2](#)

Please email us at [floodwessex@environment-agency.gov.uk](mailto:floodwessex@environment-agency.gov.uk) with your name, your community and contact number.

You have rights under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA 2018). The Information Commissioner's Office (ICO) is the supervisory authority for data protection legislation. The ICO website has a full list of your rights under data protection legislation, you can access this here:

[Your data matters| ICO](#)

For general information on how the Environment Agency treats your personal data and how to contact us, see our Personal Information Charter:

[Personal information charter - Environment Agency - GOV.UK \(www.gov.uk\)](#)



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## **Somerset Council Report**

### **Ash Parish Council 8<sup>th</sup> October 2024**

#### **Somerset News**

##### **1.1 - Take part in the 2024 Resident Survey**

Somerset Council has launched a new consultation to ask local people for their views on where they live and the services the council provides.

The 2024 Resident Survey should take no more than 10 minutes to complete and the results will be used measure progress against Somerset's priorities and shape future services.

Cllr Bill Revans, Leader of Somerset Council, said "We set out to be a listening council and are proud of our record of taking on board the views of our residents before setting policy and making decisions." "This is the first [Residents Survey](#) since Somerset Council began in April 2023 so please do take a few minutes to take part and have your say. The results will help us understand how we are meeting your needs, which is really important as we aim to improve in the future."

You can take part in the [Residents Survey](#) online. Paper copies can also be printed on request at Somerset libraries.

The [Residents Survey](#) closes on Monday 21 October.

##### **1.2 - Apply for Pension Credit**

As you will have heard, the Government is making cuts to the Winter Fuel Payment so it will now be a means tested benefit. To qualify for the Winter Fuel Payment this winter, you will need to be in receipt of Pension Credits. If you are over the state pension age (or know someone who is) please make sure you check your (or their) eligibility for pension credits to secure the Winter Fuel Payment which can be worth up to £300 per household. Check your eligibility here [Pension Credit Eligibility](#)

##### **1.3 - Yeovil Literary Festival**

The summer festival season may be over but as nights draw in, Somerset residents can look forward to Yeovil Literary Festival in October.

The festival will feature well-known literary figures, celebrities, and exciting new writers at events spread over two weekends, the first at Somerset Council's Yeovil Library, followed by Westlands Entertainment Venue.

The full-up line for the festival has now been revealed, and includes Ian Rankin, Kaleb Cooper, of Clarkson's Farm fame, former MP and Cabinet Minister Alan Johnson, gardening expert Carol Klein, Fern Britton, plus many more.

The festival has gone from strength to strength over the years and welcomed even more inspirational artists and authors to Somerset, giving residents the chance to meet the authors and get an insight into their work.

Councillor Federica Smith-Roberts, Somerset Council's Executive member with responsibilities for libraries said: "We are delighted to be celebrating Yeovil Literary Festival which has grown in size and popularity. Events like these provide residents with access to arts and culture without having to travel to further afield.

"I attended the wider event last year and listened to some brilliant authors, this year there is a great line up, there really is something for everyone. We look forward to welcoming you at Yeovil Library."

For further information on the full Yeovil Literary Festival 2024 programme and to book tickets, please visit: [www.yeovilliteraryfestival.co.uk](http://www.yeovilliteraryfestival.co.uk)

##### **1.4 - Supporting Somerset's unpaid carers**

The vital role of Somerset's unpaid carers has been highlighted following a successful information day.

'Unpaid carers' is the term used for anyone who provides unpaid help and support for others. It is estimated there are 50,000 unpaid carers in Somerset, and many are not aware they are eligible for support.

The event, run by Somerset Council and the Community Council for Somerset who delivers the Carers Service in the county, was held at Wellsprings Community Church in Taunton on Monday 9 September and included representatives from Devon and Somerset Fire Rescue Service, Citizen's Advice, Healthwatch Somerset, Community Council for Somerset, Village Agents and more.

Unpaid carers could visit a variety of stalls and demonstrations all designed to help with their caring role. This included information about helpful technology and equipment, manual handling techniques to prevent injuries and strains, and emotional and mental health support from local groups.

Councillor Sarah Wakefield, Lead Member for Adult Services, Housing and Homelessness at Somerset Council, said:

“Unpaid carers play a vital role in our communities. Not only do they offer a tremendous contribution to the lives of those they care for, but they also contribute to the health and wellbeing of the wider communities where they live and work.”

“I am very pleased to know that people in the community have come together at the event at the Wellsprings Community Centre, and this of course fits in with our Commitment to Carers 2024 report. It is also a reflection of how determined we are in Somerset to support each other.”

Val Bishop, Chief Executive Officer at the Community Council for Somerset (CCS) said:

“We know that sometimes people who support a friend or family member don't necessarily consider themselves to be a carer and so often aren't aware of the organisations and services on their doorstep that can help. This Information Day was a great opportunity to get out into the community and help bridge that knowledge gap.”

“It was a fantastic example of working together to connect people with the resources and support that can make a significant impact in their day to day lives.”

In March 2024, Somerset Council published its Commitment to Carers 2024 report which recognises the invaluable contribution and challenges faced by unpaid carers. The report was co-written by unpaid carers, the NHS and local charities and sets out the vision for Somerset with aims to enhance the quality of life for carers and those they care for. The report can be read online here.

<https://www.somerset.gov.uk/care-and-support-for-adults/carers-in-somerset/>

## **1.5 - Somerset Council reveals recycling and reuse results**

Somerset Council has published their latest reuse and recycling results, showing reuse is on the increase and landfill at a record low.

**Somerset's recycling rate of 56% puts it in the top 20% of waste authorities in England.**

This year (2023/24), saw 2,300 tonnes reused, an increase of almost 400 tonnes. This includes smart tech collected via the Fixy project, furniture and bric-a-brac donated to furniture reuse groups and reusable textiles collected from the kerbside and via recycling sites.

Reusing items, for example, mobile phones, furniture or bicycles; is more environmentally friendly than recycling as it removes the need for items to be broken down, processed and made into something new.

The amount of waste going to landfill, 5,500 tonnes, is a record low and nearly 96% of the 145,000 tonnes of recycling materials collected stayed in the UK (54% in Somerset), to be turned into new products and packaging. Councillor Richard Wilkins, Executive Member for Transport and Waste Services said: “We're committed to sharing what happens to our resident's waste. “This is the sixteenth year of publishing our recycling and reuse results and wherever possible we recycle waste as close to home as we can.” “Together we've saved an extra 5,493 tonnes of carbon compared to last year – the equivalent of taking an additional 2,113 cars off the road for a year.”

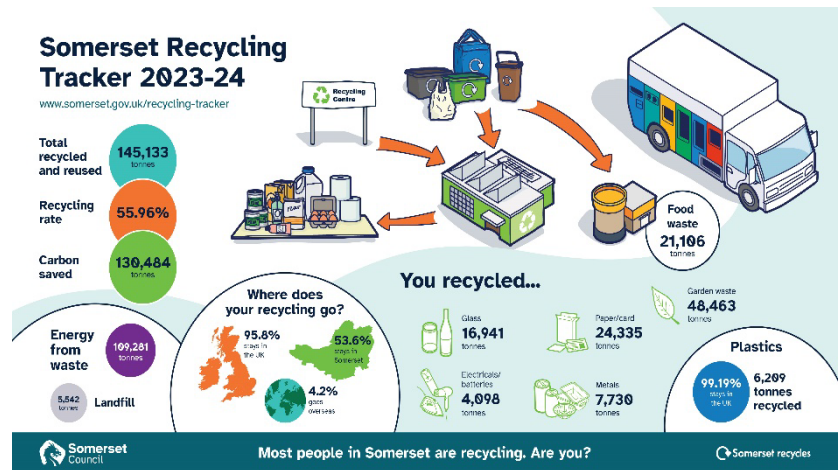
Other key figures include:

- 130,484 tonnes of carbon has been saved through recycling the materials collected at the kerbside and at recycling sites, equivalent to taking 50,000 cars off the road for a year.
- 21,106 tonnes of food waste was collected – all of which stays in Somerset, going to an anaerobic digestion plant to be turned into biofertilizer to be used on agricultural land and biogas.
- 48,463 tonnes of garden waste was collected – all of which stays in Somerset, going to Walpole, Dimmer and Priorswood to be composted, ready for use on gardens and farms.

- Somerset's recycling rate is 56%, higher than England's average of 43%.

Publishing what happens after each tonne of waste is collected shows that the reprocessing companies used are legitimate – no recycling is burned, dumped or ends up in the ocean. Recycling in Somerset could become anything from cardboard boxes and plastic pipes to soil conditioner and car parts. The full recycling results can be viewed online at:

[www.somerset.gov.uk/recycling-tracker](http://www.somerset.gov.uk/recycling-tracker)



All 16 of Somerset Council's recycling sites will soon revert to their autumn/winter opening schedule. From Tuesday, 1 October sites will be open from 9am to 5pm Monday to Friday and 9am to 4pm at the weekend. Opening days vary across all sites midweek, however all sites are open on a Saturday and Sunday. Residents wishing to take their waste to the recycling site should check online for opening days. <https://www.somerset.gov.uk/bins-recycling-and-waste/find-your-nearest-recycling-centre/> Materials accepted at recycling sites will vary, residents should check ahead before they visit. There are [queue cameras](#) at Bridgwater (Saltlands), Chard, Highbridge, Minehead, Street, Taunton (Priorswood), Wellington (Poole), Wells (Dulcote), and Yeovil (opening days for these sites vary).

### **1.6 - Watch out for unpaid parking text scams**

Somerset Council is warning that fraudulent text messages about unpaid parking fines have been sent to Somerset residents.

The council are reminding the public that the council does not text residents with parking fines (PCN). If you receive one of these texts, it is not from Somerset Council and may be a scam.

If you are unsure if the text is real, contact us to check if you have any outstanding parking fines.

Do not click any links or input any personal information.

Somerset Council is working to raise awareness of the scam to help our residents stay informed and updated.

Suspicious text messages should be forwarded to 7726. This free-of-charge short code enables your provider to investigate the text.

Councillor Richard Wilkins, Lead Member for Transport and Digital, said: "Everyone needs to be alert to scams and this one that has come to our attention. If you are unsure, contact us to check if you have any unpaid parking fines.

"We would also urge anyone who receives a text like this to report crime by calling the police on 101 or reporting it to the [National Cyber Security Centre](#) or [Action Fraud](#)".

### **1.7 - Prime Foundation Grant Offering**

Prime, a property development company specialising in Health and Care buildings, who are currently developing a diagnostic centre in partnership with Somerset NHS Foundation Trust, through its charitable foundation, is inviting applications for grant funding of up to £9,600. Applications are only open to certain postcodes listed on the application page [here](#), it covers Yeovil and South Somerset.

Please direct any interested groups to <https://www.primeplc.com/foundation/apply/> Applications close on 12th November 2024.

This may be useful to community groups hosting any health and wellbeing programs to residents.

## **1.8 - Have your say on funding and provision for children with additional needs**

Somerset residents are asked to have their say on the way services for children with special educational needs and/or disabilities (SEND) are funded.

Somerset Council is launching a consultation today (September 9th), asking for the public's views on proposals which aim to ensure provision for children with additional needs can secure better outcomes and experiences for children, families, and schools fairly and efficiently.

The current system for supporting children with SEND is under pressure both nationally and in Somerset, with rising costs and situations arising where children's needs are not being met as quickly as anyone would want, and where arrangements are not having the impact that they should.

Somerset Council is seeking views on seven proposals which aim to make improvements in key areas including funding and support, inclusive education, and annual planning.

No decisions will be made until the consultation has closed and the responses have been reviewed. This will then inform a full business case, which will go through democratic decision making later this year.

Councillor Heather Shearer, Executive Lead Member for Children, Families & Education at Somerset Council said: "At Somerset Council, we are dedicated to creating an educational environment where every child, regardless of their needs, can thrive. This consultation is a crucial step in ensuring that our funding and support systems are fair and effective. We encourage everyone to participate and share their views to help us shape a more inclusive future for all our children."

The consultation runs until Friday 18th October and the results will be published as part of the papers ahead of Scrutiny Children & Families and Executive in November 2024.

A link to the consultation can be found here: [Funding and provision for children with additional needs - Somerset Council - Citizen Space](#).

A paper copy of the consultation can be viewed, or printed on request, at Bridgwater, Taunton, Shepton Mallet and Yeovil Libraries.

**Regards**

**John and Emily**

# Grants available for community projects!

If you know a community group in the Yeovil and district area which needs help with funding, then the Prime Foundation wants to hear from you!

The Prime Foundation is a registered charity founded by Prime plc. Prime are developing a diagnostic centre in partnership with Somerset NHS Foundation Trust.

When Prime builds a new facility it donates a proportion of its profit to the Prime Foundation which awards grant funding to initiatives that improve lives in the local community.

**Grant available: £9,600**

**Hurry, don't miss out!**

**Apply before the deadline:  
12 November 2024**



To find out more about the Prime Foundation and make an application, please visit:

[www.primeplc.com/foundation](http://www.primeplc.com/foundation)