Folkestone Town Council



The Town Hall, 1-2 Guildhall Street, Folkestone, Kent, CT20 1DY Telephone: (01303) 257946 www.folkestonetc.kentparishes.gov.uk

Date of Publication: 15 February 2019

AGENDA

Meeting:

Finance and General Purposes Committee

Date:

Thursday 21 February 2019

Time:

7.00 p.m.

Place:

Town Council Offices, The Town Hall, 1-2 Guildhall Street,

Folkestone

To:

The Finance and General Purposes Committee

YOU ARE HEREBY SUMMONED to attend a meeting of the Finance and General Purposes Committee on the date and at the time and place shown above to transact the business shown on the agenda below. The meeting will be open to the press and public.

Any member who wishes to have information on any matter arising on the Agenda which is not fully covered in these papers is requested to give notice prior to the meeting to the Town Mayor, the Committee Chairman or the Town Clerk.

- Cuido

J L Childs Town Clerk

1. APOLOGIES FOR ABSENCE

To receive and approve any apologies for absence.

2. DECLARATIONS OF INTERESTS

To receive any declarations of either personal or prejudicial interests that Members may wish to make.





3. MINUTES

To receive the Minutes of the meeting of the Finance and General Purposes Committee held on 13 December 2018 and to authorise the Chairman of the Committee to sign them as a correct record.

4. SCHEDULE OF PAYMENTS

The attached schedule details payments made between 1 December 2018 and 31 January 2019.

5. BUDGET MONITORING STATEMENT 2018/19

The attached statement sets out details of the Town Council's expenditure/income up to the end of January 2019.

6. APPOINTMENT OF INTERNAL AUDITOR

The Committee is asked to approve the appointment of the internal auditor for 2018/19.

7. GIFTING AGREEMENT

Kent County Council's gifting agreement for the Folkestone Collection is attached. The Town Clerk requests the Committee's approval to sign the deed on behalf of Folkestone Town Council, officially taking ownership of the Folkestone Collection.

8. COMMUNICATIONS AND MEDIA POLICY

The draft Communications and Media Policy is attached for the Committee's approval.

9. WARD GRANTS

For information, the attached shows ward grants approved by the Town Clerk from 1 December 2018 to 31 January 2019.

WARD GRANT BALANCES 2018/19

For information, the attached shows ward grant balances available to each Councillor as at 10 February 2019.

11. DATE OF NEXT MEETING

Thursday, 25 April 2019

FOLKESTONE TOWN COUNCIL

MINUTES of the Finance and General Purposes Committee Meeting held at Folkestone Town Council Offices, Town Hall, 1-2 Guildhall Street, Folkestone on Thursday, 13 December 2018 at 7.00 p.m.

PRESENT: Councillors J Collier, D Monk (Chairman), M Salmon, R Theobald, J Meade, P Gane and N Jones.

OFFICERS PRESENT: J Childs (Town Clerk) and P Cross (Finance Officer).

1246. APOLOGIES FOR ABSENCE

Apologies were received from Councillor R Wheeler. Councillor D Brook was absent.

1247. DECLARATIONS OF INTEREST

There were no declarations of interest.

1248. MINUTES

The Committee was asked to receive and authorise the Minutes of the Finance and General Purposes Committee meeting held on 18 October 2018.

RESOLVED: That the Minutes of the meeting of the Finance and General Purposes Committee held on 18 October 2018 be received and signed as a correct record.

Proposed: Councillor J Collier Seconded: Councillor P Gane Voting: F:7 Ag:0, Ab:0

1249. SCHEDULE OF PAYMENTS

The Committee considered the schedule of payments for the period 1 October 2018 to 30 November 2018.

RESOLVED: That the Schedule of Payments for the period 1 October 2018 to 30 November 2018 be approved.

Proposed: Councillor R Theobald Seconded: Councillor P Gane Voting: F:7, Ag:0, Ab:0

1250. BUDGET MONITORING STATEMENT 2018/19

The budget monitoring statement to 30 November 2018 was received by the Committee. The Finance Officer indicated that there was likely to be an overspend on Christmas Lights, but the overall outturn was expected to be within budget. The Town Clerk stated that the cost of Christmas Lights would reduce next year. A report on the subject would be going to the Community Services Committee in April.

RESOLVED: That the Budget Monitoring Statement to 30 November 2018 be approved.

Proposed: Councillor J Collier Seconded: Councillor R Theobald

Voting: F:7, Ag:0, Ab:0

1251. BUDGET 2019/20

Report F/18/241 set out the draft proposals for the Town Council's budget for 2019/20, taking into account proposed growth items submitted by spending committees. Members were requested to make final recommendations for the budget/precept for presentation to the Full Council on 10 January 2019. Folkestone & Hythe District Council's proposed property tax base was not yet known.

The Town Clerk had been approached regarding the possibility of making an additional contribution of £6,000 for the Red Arrows display. This was in addition to the £4,000 included in the budget.

RESOLVED: It was agreed that an additional sum of £6,000 should be made available as a contribution to the Red Arrows. This funding will be taken from the New Services Reserve in 2019/20. With effect from 2020/21 it will be added to the revenue budget as a recurring growth item.

Proposed: Councillor D Monk Seconded: Councillor N Jones Voting: F:7, Ag:0, Ab:0

RESOLVED: That a budget and precept for 2019/20 of £807,860 be recommended to Full Council.

Proposed: Councillor J Collier Seconded: Councillor N Jones Voting: F:7, Ag:0, Ab:0

1252. WARD GRANTS

A list of ward grants approved by the Town Clerk from 1 October to 30 November 2018 was provided for the Committee's information and duly noted.

1253. WARD GRANT BALANCES 2018/19

A list of ward grant balances available to each Councillor at 1 December 2018 was provided for the Committee's information and duly noted.

1254. DATE OF NEXT MEETING Thursday, 21 February 2019

Chairman	 	 	 orio
Date			

Date	Payee Name	Ref.	Exp.	Cost	Amount	Purpose
			Code	Centre	not inc. VAT	
02/12/2018	T.Huitson	104686	4255	103	£60.00	Organist re. Carol Service
02/12/2018	V.H.Seymour	104687	4255	103	£50.00	Civic Event 10/12/18
03/12/2018	SSE Hydro-Electric	DD031218	4615	201	£318.08	Electricity OTH - Oct 2018
10/12/2018	HM Courts & Tribunals Service	104688	4001	101	£90.00	Salary Ded'n re. Court Order
10/12/2018	Standard Life Assurance Co.	104689	4001	101	£750.00	AVC Pension - Dec 2018
11/12/2018	S.A.Friedrich	104690	5040	402	£315.00	Armistice Workshops Nov 2018
11/12/2018	W.Wallace	104691	4880	301	£30.00	Transportation of Barriers re. Xmas Event
11/12/2018	Folkestone Printing.com Ltd	E01813	4880	301	£134.84	Printing re. Christmas Event
11/12/2018	Randolph Matthews	E01814	5091	402	£1,800.00	Walter Tull Workshops
11/12/2018	Rotary Club of the Channel	E01815	4876	301	£1,500.00	Town Grant 8/11/18
11/12/2018	Audrey Green Oakes	E01816	4876	301	£1,500.00	Town Grant 8/11/18
11/12/2018	Folkestone Fringe	E01817	4876	301	£1,600.00	Town Grant 8/11/18
11/12/2018	Touchbase Care	E01818	4876	301	£2,000.00	Town Grant 8/11/18
11/12/2018	Red Eagle Ltd	E01819	4005	101	£461.88	Reception Cover w/c 12/11/18
11/12/2018	Metroline Security Ltd	E01820	4501	201	£45.00	Alarm Reset 15/11/18
11/12/2018	Mayor of New Romney Chty Fund	E01821	4255	103	£20.00	Civic Event 8/12/18
11/12/2018	J.Childs	E01822	4880	301	£256.60	Reimbursement - Toys re. Christmas Event
11/12/2018	Caboodle Office Supplies	E01823	4022	101	£27.19	Stationery
			4617	201	£10.38	Sundries
11/12/2018	Mayor's Fund Margate	E01824	4255	103	£65.00	Civic Event 24/11/18
11/12/2018	Friends of St Mary & St Eanswythe's	E01825	4875	301	£200.00	Ward Grant 20/11/18
11/12/2018	FairFX (Credit Card)	E01826	4011	103	£12.10	Town Sergeant's Dry Cleaning
			4501	201	£35.00	Desk Fan
			4501	201	£9.60	8 x Shackles
			4255	103	£100.00	Mayor's Donation to Chris O'Hare
			4060	101	£5.00	Ethernet Cable
			4617	201	£13.59	Sundries

																												Date
																												Payee Name
																												Ref.
4022	5030	5030	5030	5030	5030	5030	4880	4022	4022	4895	4258	4895	4881	4617	4879	5030	5030	5030	4617	4617	5030	5030	4022	4022	4617	5030	Code	Exp.
101	402	402	402	402	402	402	301	101	101	301	103	301	301	201	301	402	402	402	201	201	402	402	101	101	201	402	Centre	Cost
£4.00	£14.99	£8.63	£3.69	£2.82	£9.24	£19.20	£75.00	£18.48	£2.94	£6.40	£46.18	£65.70	£34.59	£17.22	£26.50	£10.20	£9.00	£27.00	£28.40	£10.08	£49.86	£17.48	£22.38	£8.33	£16.60	£5.98	not inc. VAT	Amount
Batteries	Remote for Big Screen TV	Cake Cases re. Workshops	Cake Cases re. Workshops	Straws re. Workshops	Felt Glue re. Workshops	Felt re. Workshops	Parking Bays re. Christmas Event	Stationery	Stationery	Display Stand	WW1 Silhouette	Map Copying Licence	12 x 'Kwik Cricket' Balls	Sundries	Licence re. Christmas Lights	Various Items for Museum Emergency Pack	Various Items for Museum Emergency Pack	Various Items for Museum Emergency Pack	Jumbo Toilet Rolls	Sundries	Various Items re. Workshops	Dinosaur Figures re. Workshops	Stationery	Stationery	20 x Till Rolls	50 x Bags re. Workshops		Purpose

Date	Payee Name
11/12/2018	ClearView Communications Ltd
11/12/2018	Blachere Illumination UK Ltd
11/12/2018	Caboodle Office Supplies
11/12/2018	Joshua Carter
11/12/2018	Folkestone Fixings
11/12/2018	Convergence Comms Ltd
11/12/2018	United Response

Date	Payee Name	Ref.	Exp.	Cost	Amount	Purpose
			Code	Centre	not inc. VAT	
11/12/2018	Still HR Ltd	E01834	4713	401	£895.00	Mediation Services
11/12/2018	Ewart J Clough	E01835	4880	301	£788.00	7 x Christmas Trees
11/12/2018	S.Drew	E01836	5030	402	£26.89	Various Items re. Workshops
11/12/2018	Deborah Bates	E01837	5011	402	£300.00	Restoration of Painting
11/12/2018	I.Bishop	E01838	4080	101	£4.00	Various Reimbursements
			4103	101	£29.48	Various Reimbursements
11/12/2018	Red Eagle Ltd	E01839	4005	101	£461.88	Reception Cover w/c 19/11/18
11/12/2018	Shred Station	E01840	4615	201	£50.00	Confidential Waste Collection
11/12/2018	Edgar's Water	E01841	4617	201	£140.25	Qtly Water Boiler/Cooler
11/12/2018	Walker Construction (UK) Ltd	E01842	4181	103	£533.80	Traffic Management re. Remembrance
11/12/2018	Caboodle Office Supplies	E01843	4022	101	£18.68	Stationery
11/12/2018	ClearView Communications Ltd	E01844	4905	301	£1,317.00	Coastal Park CCTV Link
11/12/2018	A.White	E01845	4880	301	£100.00	Grinch Character re. Christmas Event
11/12/2018	Right Guard Security UK Ltd	E01846	4895	301	£276.00	Security Officer 1-30/11/18
13/12/2018	SSE Hydro-Electric	DD131218	4615	201	£201.05	Gas OTH - Sep-Nov 2018
13/12/2018	Fuelgenie	DD131218	4250	103	£44.17	Fuel re. Civic Vehicle
14/12/2018	Various	BP141218	4001	101	£17,777.31	Salaries - Dec 2018
14/12/2018	Folk & Hythe DC	BP141218	4001	101	£401.24	Salary Dedn re. Council Tax
17/12/2018	D.Penney (SSP)	104692	5035	402	£150.00	15 x Fossil Books
19/12/2018	Daisy Communications	DD191218	4026	101	£226.31	Telephone Services - Nov 2018
19/12/2018	RBS PLC Mentor Services	DD191218	4006	101	£67.00	Health & Safety Management
24/12/2018	KCC re. Kent Pension Fund	BP241218	4001	101	£6,129.87	Pension Contribs - Dec 2018
24/12/2018	SSE Hydro-Electric	DD241218	4615	201	£416.63	Electricity OTH - Nov 2018
28/12/2018	SSE Hydro-Electric	DD281218	4903	301	£29.57	Elect to Phone Box Aug-Nov 2018
28/12/2018	Veolia ES (UK) Ltd	DD281218	4615	201	£64.86	Waste Collection - Nov 2018
04/01/2019	Cash	104693	4617	201	£84.03	Petty Cash Reimbursements
			5030	402	£130.63	Petty Cash Reimbursements

Date	Payce Name	Ref.	Exp.	Cost	Amount	Purpose
			Code	Centre	not inc. VAT	
			4022	101	£37.72	Petty Cash Reimbursements
			4025	101	£3.30	Petty Cash Reimbursements
			4881	301	£25.00	Petty Cash Reimbursements
			4255	103	£122.29	Petty Cash Reimbursements
			4006	101	£23.20	Petty Cash Reimbursements
			4060	101	£0.84	Petty Cash Reimbursements
			4181	103	£4.80	Petty Cash Reimbursements
			4501	201	£2.50	Petty Cash Reimbursements
			4080	101	£3.60	Petty Cash Reimbursements
			4880	301	£40.40	Petty Cash Reimbursements
			5010	402	£2.50	Petty Cash Reimbursements
04/01/2019	Folkestone Methodist Church	104694	4184	103	£75.00	Hire of Hall re. Holocaust Day
10/01/2019	Mayor of Faversham's Ch'ty Fund	104695	4255	103	£70.00	Civic Event 22/3/19
11/01/2019	HM Revenue & Customs	E01847	4001	101	£6,820.04	PAYE/N.I December 2018
11/01/2019	Payroll Service (UK) Ltd	E01848	4712	101	£124.25	Payroll Services Jul-Dec 2018
11/01/2019	J.Childs	E01849	4880	301	£50.90	Reimbursements re. Christmas Event
11/01/2019	Chloe Scott	E01850	4880	301	£200.00	Dance Troup re. Christmas Event
11/01/2019	National Car Parks Ltd	E01851	4620	201	£2,519.15	3 x Parking Spaces to 31/1/20
11/01/2019	Red Eagle Ltd	E01852	4005	101	£461.88	Reception Cover w/c 26/11/18
11/01/2019	Gurkha Services Solution	E01853	4880	301	£526.50	Security re. Cheriton Christmas Event
11/01/2019	ADM Computer Services Ltd	E01854	4060	101	£723.00	Qtly Backup & Office 365
11/01/2019	Right Guard Security UK Ltd	E01855	4880	301	£2,524.00	Security/Traffic Mgt re. Christmas Event
11/01/2019	Harmer & Sons Ltd	E01856	4504	301	£30.00	Grass-Cutting PFR 12/11/18
			4505	301	£30.00	Grass-Cutting TKL 12/11/18
			4880	301	£580.00	Christmas Lights & Banners OTH
11/01/2019	Albane McGuinness	E01857	4880	301	£125.00	Photography re. Christmas Event
11/01/2019	Aramark Defence Services Ltd	E01858	4255	103	£205.83	Catering re. Remembrance

Date	Payee Name	Ref.	Exp.	Cost	Amount	Purpose
			Code	Centre	not inc. VAT	
11/01/2019	Randolph Matthews	E01859	5091	402	£120.00	Walter Tull Workshop 29/11/18
11/01/2019	Dress To Party	E01860	4880	301	£50.00	Rent of Santa Suit
11/01/2019	S.A. Warren	E01861	4880	301	£140.00	Santa re. Grotto OTH
11/01/2019	Millennium Quest Ltd	E01862	4879	301	£33,472.00	Various Works re. Christmas Lights
11/01/2019	W.Wallace	E01863	4880	301	£42.54	Reimbursements re. Christmas Event
11/01/2019	David S Sales	E01864	4880	301	£346.55	Christmas Event Gifts
11/01/2019	Marshall's Events Ltd	E01865	4880	301	£416.67	Hire of Xmas Cabin
11/01/2019	Red Eagle Ltd	E01866	4005	101	£461.88	Reception Cover w/c 3/12/18
11/01/2019	Albane McGuinness	E01867	4880	301	£40.00	Photographs re. Christmas Lights
11/01/2019	Folk Leas Lift Company CIC	E01868	4875	301	£100.00	Ward Grant 18/12/18
11/01/2019	Folkestone Women's Forum	E01869	4875	301	£500.00	Ward Grant 18/12/18
11/01/2019	Mayoress of Folk's Ch'ty Fund	E01870	4255	103	£60.00	Civic Event 25/1/19
11/01/2019	V.Deakin	E01871	4880	301	£11.16	Refreshments re. Christmas Event
1/01/2019	Walker Construction (UK) Ltd	E01872	4880	301	£570.00	Barriers re. Christmas Event
11/01/2019	Margate Charter Trustees	E01873	4255	103	£50.00	Civic Event 6/1/19
1/01/2019	Clean Routine	E01874	4509	201	£1,490.00	Office Cleaning Oct-Nov 2018
11/01/2019	Workhaus Projects Ltd	E01875	6010	402	£7,677.13	Retention re. Museum Works
1/01/2019	Red Eagle Ltd	E01876	4005	101	£468.30	Reception Cover w/c 10/12/18
11/01/2019	ADM Computer Services Ltd	E01877	4060	101	£697.00	Annual Mailsafe/Web Hosting
11/01/2019	Red Eagle Ltd	E01878	4005	101	£461.88	Reception Cover w/c 17/12/18
1/01/2019	S.Drew	E01879	5030	402	£7.50	Glue re. Workshops
11/01/2019	Metroline Security Ltd	E01880	4501	201	£65.00	Alarm Call-Out 2/9/18
1/01/2019	National Car Parks Ltd	E01881	4620	201	£837.49	1 x Parking Space to 29/2/20
11/01/2019	Joshua Carter	E01882	4880	301	£660.00	Santa re. Grotto - 4 Days
1/01/2019	W.Wallace	E01883	4880	301	£60.00	Take Down Christmas Tree OTH
14/01/2019	HM Courts & Tribunals Service	104696	4001	101	£90.00	Salary Ded'n re. Court Order
4/01/2019	Standard Life Assurance Co.	104697	4001	101	£750.00	AVC Pension - January 2019

Date	Payee Name	Ref.	Exp.	Cost	Amount	Purpose
			Code	Centre	not inc. VAT	
15/01/2019	Solving Kids' Cancer	104698	4255	103	£50.00	Civic Event 2/2/19
15/01/2019	Fuelgenie	DD150119	4250	103	£45.00	Fuel re. Civic Vehicle
16/01/2019	Folk & Hythe DC	BP160119	4001	101	£288.16	Salary Ded'n re. Council Tax
17/01/2019	RBS PLC Mentor Services	DD170119	4006	101	£67.00	Health & Safety Management
18/01/2019	Daisy Communications	DD180119	4026	101	£218.42	Telephone Services - Dec 2018
21/01/2019	SSE Hydro-Electric	DD210119	4903	301	£4.48	Elect. to Phone Box - Dec 2018
23/01/2019	Lady Mayoress's Ch'ty (Canterbury)	104699	4255	103	£40.00	Civic Event 18/3/19
25/01/2019	Various	BP250119	4001	101	£16,594.54	Salaries - January 2019
25/01/2019	KCC re. Kent Pension Fund	BP250119	4001	101	£5,686.23	Pension Contribs - January 2019
28/01/2019	Veolia ES (UK) Ltd	DD280119	4615	201	£77.36	Waste Collection - Dec 2018
28/01/2019	SSE Hydro-Electric	DD280119	4615	201	£417.67	Electricity OTH - Dec 2018
28/01/2019	Mayoress of Folk's Ch'ty Fund	E01884	4255	103	£60.00	Civic Event 25/1/19
28/01/2019	Mayor's Ch'ty Fund (Ramsgate)	E01885	4255	103	£8.00	Civic Event 7/2/19
28/01/2019	Metroline Security Ltd	E01886	4501	201	£865.00	Monitoring, Maint & Call-Outs
28/01/2019	Right Guard Security UK Ltd	E01887	4895	301	£207.00	Security Officer - Dec 2018
28/01/2019	Red Eagle Ltd	E01888	4005	101	£307.92	Reception Cover w/c 31/12/18
28/01/2019	Mayoress of Folk's Ch'ty Fund	E01889	4880	301	£50.00	Donated Fee re. Santa OTH Grotto
28/01/2019	HM Revenue & Customs	E01890	4001	101	£6,019.65	PAYE/N.I January 2019
28/01/2019	Kent County Council	E01891	4024	101	£441.21	Photocopier Charges 1/10/18-31/12/18
28/01/2019	Harmer & Sons Ltd	E01892	4505	301	£2,714.14	Replace Gates at TKL Allotments
28/01/2019	Folkestone Academy	E01893	5042	402	£19.64	500 x W.Tull Leaflets
28/01/2019	Mayor's Fund (Sandwich)	E01894	4255	103	£50.00	Civic Event 13/2/19
28/01/2019	Folk & Hythe DC	E01895	4249	103	£34.49	Cover for Town Sergeant 10/1/19
28/01/2019	ADM Computer Services Ltd	E01896	4060	101	£852.50	Supply & Install PC
28/01/2019	Caboodle Office Supplies	E01897	4022	101	£11.14	Stationery
			4617	201	£41.53	Sundries
28/01/2019	Red Eagle Ltd	E01898	4005	101	£323.52	Reception Cover w/c 7/1/19

3/12/18-31/1/19

Date	Payee Name	Ref.	Exp.		Amount	Purpose
			Code	Centre	not inc. VAT	
28/01/2019	Millennium Quest Ltd	E01899	4879		£914.00	Christmas Lights Maintenance
28/01/2019	Russell & Wheeler	E01900	4905		£360.00	CCTV St Eanswythe's School
31/01/2019	Greenwood Audio Services	104700	4184		£160.00	PA System re. Holocaust Day

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FOUR TO REFIELECTIONS (TO RESERVE)	TIC XETTELECTION TEEG	COO DECOMPRION SEES		TRAINING/CONFERENCE EXPS (Clrs.)	DEMOCRATIC COSTS		NET ADMIN. EXPENDITURE/INCOME		TOTAL ADMIN. INCOME	OTHER INCOME	INVESTMENT INTEREST			TOTAL ADMIN. EXPENDITURE	TO ALLOTMENTS ADMINISTRATION (4503)	ACCOUNTANCY SUPPORT	CAR ALLOWANCES (Volunteers)	CAR ALLOWANCES (Staff)	SUBSISTENCE ALLOWANCES	PUBLIC TRANSPORT & CAR PARKS	KENT ASSOC. OF LOCAL COUNCILS	SOCIETY OF LOCAL COUNCIL CLERKS	CINQUE PORT FEDERATION SUB	MISCELLANEOUS SUBSCRIPTIONS	ICT SUPPORT	TELECOMMUNICATION SERVICES	POSTAGE	PHOTOCOPYING	STATIONERY	PRINTING	BANK CHARGES	INTERVIEW EXPENSES	EQUIPMENT/FURNITURE NEW	ADVERTISING FOR STAFF	RELOCATION COSTS	TRAINING (Staff)	AGENCY STAFF	SALARIES, PENSIONS & NI	ADMINISTRATION					O ONE OWN OF STREET	EOLKESTONE TOWN COLLUCIL - EXPENDITURE/INCOME 2018/2019
10,200	11,100	11 788	30	285			350,187		-1,354	-1,000	-354			361,541	-4,300	524	0	1,369	148	93	1,973	456	250	234	26,487	2,790	648	1,680	636	200	283	0	1,194	520	0	1,640	0	324,715		£	2017/2018	ACTUALS		100000000000000000000000000000000000000	9F06/8F06 3F
10,200		0 00	100	500			391,920		-100	0	-100			392,020	-4,100	550	100	1,500	250	200	2,050	460	250	260	6,250	2,650	1,800	1,600	1,000	500	500	0	2,000	0	0	3,000	0	371,200		-	-	-	ORIGINAL		
							0		0					0																										3	2018/2019	VIREMENTS			
000.00		000	100	500			391,920		-100	0	-100			392,020	-4,100	550	100	1,500	250	200	2,050	460	250	260	6,250	2,650	1,800	1,600	1,000	500	500	0	2,000	0	0	3,000	0	371,200		199	2018/2019	BUDGET	REVISED		
10,2,00	2000	000	0	0			332,458		-839	-128	-/11			333,297	-3,417	439	0	1,434	115	195	1,976	469	310	238	10,378	2 239	1,308	1,463	775	0	263	. 0	111	0	0	1,600	7,919	305,481		m	2018/2019	TO 31 JAN	ACTUALS		
10,200		0	000	417			326,968		-100	0	-100			327,068	-3,417	458	83	1,250	208	167	2.050	383	208	260	5,208	2.208	1,500	1,333	833	417	417	0	1,667	0	0	2,500	0	309,333		ш		TO 31 JAN			
200		0	ė	417			5,490		-739	-128	-611			6,229	0	-19	-83	184	-93	28	-74	86	102	-22	5,171	31	-192	130	-58	417	-154	0	-1,556	0	0	-900	7,919	-3,852		31	2018/2019	TO 31 JAN	VARIANCE		
600		000	100	500			59,462		739	128	511			58,723	-683	111	100	88	135	01	74	-9	-60	22	4,129	411	492	137	225	500	237	0	1,889	0	0	1,400	-7,919	65,719			2018/2019	20	BUDGET	TOTAL	
																																									FOR INFO.		-	TRANSFERS	
																																									CODE(S)	RESERVE			

7 0	1 72	74	i i	72	7	70	60	8	67	88	86	2	8	62	61	8	55	20	52	8	8	2	8	22	0.7	95	40	46	47	0.	4	u	ы	.+	Г
T	Ť	T	1005		1000	4261	4260	4259	4258	4257	4256	4255	4253	4252	4251		4249	4185	4184		4182	4181	4180	4171	4170	4011	103			CODE				FOLI	3
THE THE COURT IS EAST END LONG THE COURT	NET HAVORAL TV EVERNOTHERENCOME	TOTAL MAYORALTY INCOME	-		TOTAL MAYORALTY EXPENDITURE		BURMA STAR (VJ DAY)	ARMED	MISCELLANEOUS EVENTS (MAYORALTY)		100	-					COVER FOR CIVIC DRIVER	5 CINQUE PORT WARDEN	-	WILLIAM HARVEY COMMEMORATION	2 CANADA DAY	REMEMBRANCE SUNDAY	MAYOR'S INSTALLATION (Annual Meeting)	REGALIA - REPAIR & MAINT.	REGALIA - NEW	CLOTHING & UNIFORMS	MAYORALTY			E .				FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2018/2019	
10,441	46.004	-14,923	-14,923		30,144	220	480	11,780	772	0	982	5,281	3,053	450	170	438	0	0	292	513	2,058	1,362	840	223	987	245	100000			2017/2018	ACTUALS	The second second		ME 2018/2019	0
034/00	20,420	0	0		30,420	300	480	3,800	6,000	0	1,100	5,490	3,100	700	150	500	1,000	100	300	600	2,300	1,400	1,100	400	1,000	600	100000			2018/2019	BUDGET	ORIGINAL	The second second		c
		0			0																									2018/2019	VIREMENTS				
004400	004.00	0	0		30,420	300	480	3,800	6,000	0	1,100	5,490	3,100	700	150	500	1,000	100	300	600	2,300	1,400	1,100	400	1,000	600	S CONST.			2018/2019	BUDGET	REVISED			4
- CONTRACTOR	2000	-5,235	-5,235		47,600	337	540	20,635	11,991	0	389	3,559	2,927	700	12	410	34	0	235	625	2,453	1,544	822	190	174	23				2018/2019	TO 31 JAN	ACTUALS	The second		c
40,040	30 040	0	0		28,820	300	480	3,800	6,000	0	1,100	4,575	3,100	700	125	417	833	83	240	600	2,300	1,400	1,100	333	833	500	2000				7	BUDGET	110000000000000000000000000000000000000		7
10,040	40 646	-5,235	-5,235		18,780	37	60	16,835	5,991	0	-711	-1,016	-173	0	-113	-7	-799	-83	-6	25	153	144	-278	-143	-659-	477				2018/2019	NAC 15 OT	VARIANCE	S. Consession		
0000111	4	5,235	5.235		-17,180	-37	-60	-16.835	-5,991	0	711	1,931	173	0	138	90	986	100	65	-25	-153	-144	278	210	826	577					RE	BUDGET	TOTAL		4.
			5,000					-11,813	-7.120	100000000000000000000000000000000000000																						-	TRANSFERS		7
			387					387	340	The state of the s																				CODE(S)	RESERVE	The second second			6.

- F	읽	FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2018/2019	ME 2018/2019	0	m	,	Q	×		-	-	
No -	000	OTORE TOWN GOODINGS - DAY ENGINEERING	10.00				-				TOTAL	TOTAL TRANSFERS
tal	Ш			ORIGINAL		REVISED	A	STUALS		BUDGET	BUDGET VARIANCE BUDGET	BUDGET VARIANCE BUDGET
4			ACTUALS	BUDGET	VIREMENTS	BUDGET	70	TO 31 JAN	31 JAN TO 31 JAN	П	TO 31 JAN TO 31 JAN RE	TO 31 JAN TO 31 JAN
78 CC	CODE	PREMISES	2017/2018	2018/2019	2018/2019	2018/2019	201	8/2019		2018/2019	2018/2019 2018/2019	2018/2019 2018/2019 2018/2019
	4501	BUILDING REPSIMAINT	4,617	14,000	2	14,000		7,090	7,090 11,667		11,867 -4,577	11,867 -4,577
8	4509	CLEANING	7,944	8,000		8,000		6,715		6,667	6,667	6,667 48
+	4601	RENT	0	0		0		0		0	0 0	0 0
2 2	4603	PWI B CAPITAL REPAYMENTS	20,002	19 500		19,000		10.553	10.553		10,550	10,550
\neg	4604	PWLB INTEREST REPAYMENTS	18,938	19,800		19,800	1	860.8	I	9.100	9,100	9,100
	4615	SERVICES, HEATING & LIGHTING	9,524	8,000		8,000		6.273	o d	6.667	6.667	6,667 -394
$\overline{}$	4616	MOVING COSTS	0	0		0		0		0	0 0	0 0
-	4617	SUNDRIES	3,021	4,000		4,000		1,249		3,333	3,333 -2,084	3,333 -2,084
$\overline{}$	4620	HIRE OF FACILITIES (Inc. Garage)	4,639	4,500		4,500		5,870	5.870 3.750		3,750	3,750 2.120
\vdash	П	TOTAL PREMISES EXPENDITURE	89,109	98,800	0	98,800	- 1	67,368		69,233	69,233 -1,865	69,233 -1,865
_	1010	RENTAL INCOME	-16.070	-15,400		-15.400	-1	-12.765	T	-12.833	-12.833	-12.833
8	1020	PWLB INCOME	0	0		0	- 1	0	0		0	0
	П	TOTAL PREMISES INCOME	-16,070	-15,400	0	-15,400	Н	-12,765	П	-12,833	-12,833 68 -2,63	-12,833 68
8 5		NET PREMISES EXPENDITURE/INCOME	73,039	83,400	0	83,400	-1	54,603	54,603 56,400	T	56,400	56,400 -1,797
							П					
301	4030	SERVICES NEWS ETTERS	20	500		500		0	0 417	447	417	417
8 8	4031	MISCELLANEOUS INSURANCES (inc. Heritage)	8.722	9,700		9,700		9,020	40	40	9.700	9,700 -680
~	4503		4,300	4,100		4,100		3,417		3,417	3,417 0	3,417 0
	4504	ALLOTMENTS - PER MAINTENANCE	2,154	3,000		3,000		2.373	2,373 2,500	2,500 -12	2,500	2,500 -127
RS A	4505	ALLOTMENTS - TKL MAINTENANCE	3.865	3,000		3,000		1.434		2,500	2,500 -1,066	2,500 -1,066
1	4850	LOCAL PROJECTS	000	3.500		3.500		000	69 2917	2 917	2 917 -2 848	2 917 -2 848
8	4851	NOTICE BOARDS	0	2,000		2,000		0		1,667	1,667 -1,667	1,667 -1,667
8	4875	WARD GRANTS	19,800	19,800		19.800		4.431			16.500	16,500 -2,069
8 3	4878	PARKS GARDENS & RECS - FLOWERBEDS	35.795	31.500		31.500		5 504	5.504	000,000	0 5 504	0 5.504 25.996 -5.504
00 4	4879	CHRISTMAS LIGHTING	59,163	51,000		51,000	-	2 077	51,00		51,000 21,077	51,000 21,077 -21,077 -
10 4	4880	CHRISTMAS FESTIVITIES	12,756	12,000		12,000		12,067		12,000	12,000 67	12,000 67 -67 -332
-	4881	YOUTH FACILITIES	7,479	11,600		11,600		3,941	3,941 9,667	9,667	9,667 -5,726	9,667 -5,726 7,659
100	4884	PARKS, GARDENS & RECS - TREES	10,000	10,000		10,000	П	-1,062			0	-1,062
574	4891	LITTER/SALT BINS, BOLLARDS & RAILINGS	1.316	4.000		4,000		00	T	3,333	3,333 -3,333	3,333 -3,333
115 4	4895	TOURIST INFORMATION	5,387	10,000		10,000		2,627	2,627 8,333	8,333	8,333 -5,706	8,333 -5,706
16 4	4900	MAINTENANCE OF PUBLIC CLOCKS	0	500		800		0		417	417	417 417
177 4	4901	MAINTENANCE OF MEMORIALS	1,000	6,000		6,000	П	7,624			5,000 2,824	5,000 2,824
8	4903	TELEPHONE BOX	184	150		150		44		125	126 -81	126 -81
6	4904	CCTV MONITORING	28,920	27,000		27,000		9.050	ļ	ļ	19,050 0	19,050 0
0	4905	CCTV MAINTENANCE	27,129	9,000		9,000		7,088		7,500	7,500 412 1	7,500 -412
127	4999	CONTINGENCY	914	5,000	,	5,000		4.873		4,167	4.167 706	4.167 706
100			263,117	255,800	0	258,800	l.	208,861	196,902 196,583	Ť.	195,583	195,583 1,319

150	158	100		1887	100	154 0	153	152 0	151 6	150 0	149	7.48 E	147 6	1400	145 5	144 6	143	162	141	140.40	139	138	137	136	135 4	134 4	122	132 40	131	130	129	128	127	126 1	126 1	124 1	ox.	h	ta .	14	4 FC	7
2000	5091	-	-1			6042	5041 1	5040 1	5035 1	-	5032 1	100	5030 1	5012 1		_	-	-	8006	_			-	_	-	_	4713 (_			79		1	-	1003 /	1002	CODE				ES.	1
TOTAL VOOD INDO THE	MH PROFESSIONAL FEES	WT TOOTING!	MAL LINEDITALITY	M/H VOLUNTEERS EXPENSES	M/H EDUCATION RESOURCES	MH EXHIBITIONS	MH EVENTS	MH SERVICES	MH MERCHANDISE	M/H LEAFLETS/PUBLICATIONS	MH EVALUATION/PRESS COVERAGE	M/H PUBLICITY & PROMOTION	MH MATERIALS	MIH HISTORIC COSTUMES	MH EXHIBIT REPAIRS	M/H EQUIPMENT/FURNITURE	M/H ADVERTISING FOR STAFF	M/H SUBSCRIPTIONS	M/H TRAINING	MUSEUMHERITAGE			TOTAL FEES	CARD RECEIPTS FEES	LEGAL & INTERNAL AUDIT FEES	EXTERNAL AUDIT FEES	CONSULTANTS FEES	FEES			NET SERVICES EXPENDITURE/INCOME		TOTAL SERVICES INCOME	OTHER INCOME (SERVICES)	ALLOTMENT RENTS TKL	ALLOTMENT RENTS PFR					FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2018/2019	30
	2,015	2000	0.50	23	0	0	0	5,248	2.845	4,554	75	5,769	1,772	25	0	1,261	549	49	Ø.			1000000	3,545	368	777	2,400	0	512			250,961		-12,156	-2,733	4,649	4,774	2017/2018	ACTUALS			JE 2018/2019	0
	10,000	40.000	510	0	1,000	2,000	5,000	1,000	2,000	1,000	500	1,000	2,500	250	0	500	0	750	700			2000	4,700	750	1,500	2,450	0	200			248,900		-9,900	0	4,950	4,950	2018/2019	BUDGET	ORIGINAL			0
																							0								0		0		ò		2018/2019	VIREMENTS				
5	10,000	40000	250	0	1,000	2,000	5,000	1,000	2,000	1,000	500	1,000	2,500	250	0	500	0	750	700			5 7775.50	4,700	750	1,500	2,450	0				248,900	100000	-9.900	0	-4,950	4,950	2018/2019	BUDGET	REVISED			
	10,380	40.000	388	0	78	2.209	1,109	6,030	1,361	670	0	96	787	0	300	14,668	528	56	0			S. Control	4,474	286	1,293	2,000	895	10000			168,295		-28,607	-18,871	-4,751	4,985	2018/2019	TO 31 JAN	ACTUALS			0
	8,333	0 000	202	0	833	1,667	4,167	833	1,687	833	417	833	2,083	208	0	417	0	625	583			000000	4,325	625	1,250	2,450	0				185,683		-9,900	0	-4,950	-4,950	2018/2019	TO 31 JAN	BUDGET			I
	2,057	2000	170	0	-755	542	-3,058	5,197	-306	-163	-417	737	-1.296	-208	300	14,251	526	-569	-583				149	-339	43	-450	895	100000			-17,388		-18,707	-18,871	199	-35	2018/2019	TO 31 JAN	VARIANCE			
200	080	200	255	0	922	-209	3,891	-5,030	639	330	500	904	1,713	250	-300	-14,168	-526	694	700			2000	226	464	207	450	-885	2000			80,605		18,707	18,871	-199	35	22	REA				
																-13,969																	Discussion of	18,345			FOR INFO.	MAINING RESERVES	TO/(FROM)	TRANSFERS		*
																362																10	000000000000000000000000000000000000000	350, 405			CODE(S)	RESERVE				

18		100	198 6039	187 6038	186 6037	185 6036	184 6035	183 6034	182 6033	181 6032	180 6031	179 6030	178	177 6023	178 6021	175 6020	174	173 6012	172 6011	171 6010	170	169 6008	168 6007	167 6006	100 6005	185 6004	164 6003	163 6002	162 6001	161	5 CODE	A	u	143	+ FOL	
			39 MH INFLATION	ds MH CONTINGENCY	37 MH PROFESSIONAL FEES (NEW WORKS)	36 M/H ARCHITECT/BUILDING SURVEYOR	35 MH PROJECT MANAGER		33 M/H M&E ENGINEER	32 M/H STRUCTURAL ENGINEER	31 M/H CDM-C	30 M/H MUSEUM EXHIBIT DESIGN FEES	Professional Fees	-	21 M/H MASTERS COLL'N CONSERVATION		Equipment & Materials:	-	11 MH FIT OUT PRELIMS, (15%)		Other Capital Work:	M/H MAIN CON	HWH		05 M/H EXTERNAL WORKS	-		02 M/H SUPERSTRUCTURE		New Building Work:	DE				FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2018/2019	
PP4 64F	0	0	0	0	0	4,030	25,314	5,655	1,930	0	0	15,049		0	0	4.245		22,271	0	173,382	3 200 TOS	0	34,527	700	0	0	2,229	93,080	0		2017/2018	ACTUALS	The second second		NE 2018/2019	- 0
68.710	0	0	0	0	0	0	0	0	0	0	0	0		0	15,000	25,000		0	0	0	No.	0	0	0	0	0	0	0	0		2018/2019	BUDGET	ORIGINAL			0
0																															2018/2019	VIREMENTS	The second second second			m
68,710	0	0	0	0	0	0	0	0	0	0	0	0		0	15,000	25,000	20000000	0	0	0		0	0	0	0	0	0	0	0		2018/2019	BUDGET	REVISED			
72,163			0	0	0	0	0	0	0	0	0	1,082		0	0	0		0	0	7,677	2000	0	499	0	0	0	0	24,672	0		2018/2019	TO 31 JAN	ACTUALS			0
57,258	0	0	0	0	0	0	0	0	o	0	0	0		0	12,500	20,833	S coccus S	0	0	0		0	0	0	0	0	0	0	0		2018/2019	TO 31 JAN	BUDGET			π.
14,905	0	0	0	0	0	0	0	0	0	0	0	1,082		0	-12,500	20,833	3	0	0	7,677		0	499	0	0	0	0	24,672	0		2018/2019	TO 31 JAN	VARIANCE			-
-3,453	0	0	0	0	0	0	0	0	0	0	0	-1,082		0	15,000	25,000	2	0	0	-7,677		0	499	0	0	0	0	-24,672	0		2018/2019	REMAINING	BUDGET	TOTAL		
																														П			-	TRANSFERS		×
																															CODE(S)	RESERVE				0

217	256	216	214	213	44 12	62	210	209	208	207	206	205	204	200	202	201	200	ź	198	1907	28	8	200	190	On .	4	60	2	-4	
				2000	1176										0.00	1036	1035	1034	-		1031	1030			CODE				OLKE	3
NET (SURPLUS) / DEFICIT			TRANSFER TO/(FROM) RESERVES		PRECEPT		NET TOTAL	TOTAL INCOME	TOTAL EXPENDITURE	SUMMARY			NET MUSEUM/HERITAGE EXPINCOME		TOTAL MUSEUM/HERITAGE INCOME	M/H DONATIONS	M/H RETAIL SALES	MH TRANSFERS FROM RESERVE	M/H HLF GRANT	M/H SDC CASH CONTRIBUTION TOURISM	M/H KCC CASH CONTRIBUTION HERITAGE	MH INCOME							FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2018/2019	00
-10,176			-30,804		-784,750		785,378	-458,070	1,243,448	100000000000000000000000000000000000000			60,144		413,567	-607	-3,033	-86,450	-327,065	0	-5,000	-11,412			2017/2018	ACTUALS	The second second		DME 2018/2019	
0				100000000000000000000000000000000000000	-786,950		786,950	-77,300	864,250				16,810		-51,900	-700	-1,200	-3,000	-43,000	0	4,000	0			2018/2019	BUDGET	ORIGINAL			
0							0	0	0	276			0		0										2018/2019	VIREMENTS				
0				State of the second	786,950		786,950	-77,300	864,250				16,810		-51,900	-700	-1,200	-3,000	-43,000	0	-4,000	0			2018/2019	BUDGET	REVISED			
-86,205			-34,126	The second second	-655,792		603,713	-128,291	732,004				-8,682		-80,845	-843	-1,618	0	-68,268	0	4,000	-6,116			2018/2019	TO 31 JAN	ACTUALS			
-28,887				The second second	-655,792		626,905	-66,083	692,988	2000000			14,008		-43,250	-583	-1,000	2,500	-35,833	0	-3,333	0				9	BUDGET			
-57,318			-34,126		-6		-23,192	-62,208	39,016	Year			-22,690		-37,595	-260	-618	2,500	-32,435	0	-667	-6,116			2018/2019	TO 31 JAN	VARIANCE			
86,205			34,126		-131,158		183,237	50,991	132,246	Same			25,492		28,945	143	418	-3,000	25,268	.0	0	6,116				RE	BUDGET	TOTAL		
			-34,126																									TOTAL TRANSFERS		2
	0		TOTAL	100				9		2											0					RESERVE		22		

KLOLK	VES & PROVISIONS AT 31 JANUARY 2019			
		BALANCE	BALANCE	
CODE		AT 1/4/18	AT 31/1/19	
		£	£	
310	GENERAL FUND	130,082	130,082	
330	BALANCING POND MAINT.	40	40	
340	NEW SERVICES RESERVE	104,719	87,599	
350	TREE PLANTING	273	6,273	NOTE 1
362	MUSEUM/HERITAGE	204,012	190,042	
363	TOURISM	4,735	4,735	
383	WARD GRANTS	16,480	16,480	
385	TOWN GRANTS	0	0	
386	FTC ELECTIONS	8,634	18,834	
387	ARMED FORCES' DAY	6,813	0	NOTE 2
390	SALT BINS	6,313	6,313	
391	FLOWERBEDS	0	444	
392	LEAS FLOWER POWER	49	2,549	
393	ANTI-LITTER CAMPAIGN	2,000	2,000	
403	CCTV EQUIPMENT	60,127	60,127	
404	CHRISTMAS EVENTS	0	0	
405	CHRISTMAS LIGHTS	0	0	NOTE 3
499	PROVISION FOR OUTSTANDING INVOICES	6,470	6,470	
TOTAL		550,747	531,988	
EXTER	NAL CONTRIBUTIONS TO RESERVES 2018/19:			
NOTE 1	: Includes £5,000 from KCC re. Tree Project			
NOTE 2	Includes £5,000 from Ministry of Defence			
NOTE 3	Includes £5,700 re. Sandgate Rd lights, £2,142 re. Cher	iton lights		
				7 7 7 7
		11 11 11 11		



		unvictata
DATED	2019	

(1) THE KENT COUNTY COUNCIL

AND

(2) FOLKESTONE TOWN COUNCIL

AGREEMENT
FOR THE GIFTING
OF ARTEFACTS BY KENT COUNTY COUNCIL

File Ref: KEN001:108033

Iswicta Law Ltd., Priory Gate 29 Union Street, Maidstone, ME14 SPT

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2019

BETWEEN

- THE KENT COUNTY COUNCIL whose offices are situated at Sessions House, County Hall, Maidstone, Kent ME14 1XQ ("the Council"); and
- (2) FOLKESTONE TOWN COUNCIL whose offices are situated at Town Hall, 1-2 Guildhall Street, Folkestone, Kent CT20 1DY ("the Recipient")

BACKGROUND

- (A) The Recipient and the Council entered into a Museum Artefact Loan Agreement dated 14th October 2014 ("the Loan Agreement") pursuant to which the Council (acting as Lender) agreed to provide to the Recipient (acting as Borrower) the Artefacts on loan for a limited term of 60 months from the date of the Loan Agreement.
- (B) The Recipient has achieved the Arts Council England Museum Accreditation and the Council is prepared to gift the Artefacts to the Recipient subject to the terms and conditions set out in this Agreement.
- (C) The Council and the Recipient intend to terminate the Loan Agreement upon the Completion Date.

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this Agreement.

Artefacts: those artefacts which are set out in Schedule 1 of this Agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks

in London are open for business.

Completion: the completion of the gift of the Artefacts pursuant to and in

accordance with this Agreement.

Completion Date: the date of this Agreement.

1.2 Interpretation

- 1.2.1 Clause, schedule and paragraph headings do not affect the interpretation of this Agreement.
- 1.2.2 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this Agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.2.4 Words in the singular include the plural and in the plural include the singular.
- 1.2.5 A reference to one gender includes a reference to the other gender.
- 1.2.6 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute,

statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it. Provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

- 1.2.7 Writing or written includes faxes but not e-mail.
- 1.2.8 Where the words include(s) including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.2.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.2.10 Other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. AGREEMENT TO GIFT THE ARTEFACTS

- 2.1 The Recipient acknowledges and agrees that the transfer of the Artefacts is being made by the Council on the express understanding that it shall comply with its obligations as set out in this Agreement.
- 2.2 Subject to clause 3.2 below and the Recipient complying with each of its obligations contained in this Agreement, the Council agrees to gift the Artefacts to the Recipient on the Completion Date or such other date as may be agreed between the parties.
- 2.3 The Council and the Recipient hereby agree that the Museum Artefact Loan Agreement dated 14th October 2014 shall terminate on the Completion Date and neither party shall have any liability to the other upon termination thereof.

GIFTING CONDITIONS

- 3.1 The Council agrees that the ownership of the Artefacts shall be transferred to the Recipient on the Completion Date or such other date as may be agreed between the parties.
- 3.2 The Recipient acknowledges and accepts that the Council may not own and/or have legal title to the Artefacts and in the event that the legal right and ownership of the Artefacts is proven to the Council to be owned by a third party ("the Owner"), the Council shall inform the Recipient in writing and upon such written notice, the Recipient undertakes to return the Artefacts to the Council or the Owner, if requested by the Council, within 60 days in the same condition as when gifted.
- 3.3 Subject to clause 3.2 above following the return of the Artefacts to the Owner by the Council or Recipient, the Recipient will enter into such other arrangements with the Owner as the Owner and the Recipient deems fit in the circumstances in respect of the Artefacts.
- 3.4 The Recipient undertakes it shall secure constant and adequate protection of the Artefacts and that the Artefacts will be maintained in the condition in which they were received.
- 3.5 The Council will deliver, or procure delivery, to the Recipient of, or make available to the Recipient physical possession of all the Artefacts, with the intent that, subject to clause 3.2 above, the ownership in such Artefacts shall pass by and upon such delivery

3.6 The Recipient may at its own risk remove any of the Artefacts from their frames where it considers, having taken professional advice on the subject, that the frame is not of historical importance and significance of itself or the Artefact and where removing the frame would result in improved care, conservation and condition of the Artefact.

4. WARRANTIES

- 4.1 The Council does not give any warranties guarantees and/or undertakings:
 - 4.1.1 as to ownership and/or title to the Artefacts;
 - 4.1.2 as to the quality of the Artefacts;
 - 4.1.3 that the Artefacts are in good repair and/or condition;
 - 4.1.4 that the Artefacts have been regularly and properly maintained; and
 - 4.1.5 as to the accuracy or completeness of the list of the Artefacts contained in Schedule 1.
- 4.2 The Recipient warrants and agrees that it will inform the Council in good time prior to selling any or all of the Artefacts and to provide the Council within fourteen days of receipt of the sale price with:
 - 4.2.1 50% of the sale price if the Recipient sells all or part of the Artefacts within three years of the Completion Date; or
 - 4.2.2 30% of the sale price if the Recipient sells all or part of the Artefacts thereafter.
- 4.3 Notwithstanding anything to the contrary contained in this Agreement, the Recipient accepts all risks, liabilities, costs, damages and expenses howsoever incurred in the event the Owner referred to in clause 3.2 above successfully claims legal right of ownership in any or all of the Artefacts.

5. RISK

The Artefacts shall be held at the risk of the Recipient from the Completion Date.

INSURANCE

The Recipient shall maintain appropriate insurance cover for the Artefacts at its own cost from the Completion Date. Any such insurance cover shall be on an "all risks" basis for the Artefacts and the Council may at its discretion at any time request evidence of such insurance policy being in place.

INDEMNITY

Other than set out in this Agreement, the Council shall have no liabilities whatsoever in respect of the Artefacts following the Completion Date.

8. CONFIDENTIALITY AND ANNOUNCEMENTS

- 8.1 The Council undertakes to the Recipient to keep confidential all the information that it has acquired about the Recipient and to use such information only for the purposes contemplated by this agreement.
- 8.2 The Recipient undertakes to the Council to keep confidential the terms of this agreement and all information that it has acquired about the Council and to use the information only for the purposes contemplated by this agreement.

- 8.3 Either party may disclose any information that it is otherwise required to keep confidential under this clause 8.
 - 8.3.1 to such professional advisers, consultants and employees or officers of its group as are reasonably necessary to advise on this agreement, or to facilitate the transaction, provided that the disclosing party procures that the people to whom the information is disclosed keep it confidential as if they were that party; or
 - 8.3.2 with the written consent of the other party; or
 - 8.3.3 to the extent that the disclosure is required:
 - 8.3.4 by law; or
 - 8.3.5 by a regulatory body, tax authority or securities exchange;

but shall use reasonable endeavors to consult the other party and to take into account any reasonable requests it may have in relation to the disclosure before making it.

9. FREEDOM OF INFORMATION

- 9.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Council (at the Recipient's expense) to enable the Council to comply with these information disclosure requirements.
- 9.2 The Recipient shall:
 - 9.2.1 transfer the request for information to the Council as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
 - 9.2.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the recipient may specify) of the Council requesting that information; and
 - 9.2.3 provide all necessary assistance as reasonably requested by the Council to enable the recipient to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.
 - 9.2.4 The Council shall be responsible for determining at its absolute discretion whether the information:
 - is exempt from disclosure in accordance with the provisions of the FOIA
 - (b) or the Environmental Information Regulations 2004;
 - is to be disclosed in response to a request for information
- 9.3 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Council.
- 9.4 The Recipient acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) (as may be amended from time to time), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

- 9.4.1 without consulting with the Recipient or
- following consultation with the Recipient and having taken its views into account,

provided always that where clause 9 applies the Council shall, in accordance with any recommendations of the said Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

9.5 The Recipient shall ensure that all information produced in the course of this Agreement or relating to the agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

10. FURTHER ASSURANCE

The Council shall (at its own expense) promptly execute and deliver all such documents, and do all such things, as the Recipient may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

11. WHOLE AGREEMENT

- 11.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 11.2 Nothing in this clause operates to limit or exclude any liability for fraud.

12. COSTS

Unless otherwise provided, all costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it, shall be borne by the party that incurred the costs.

13. NOTICE

- 13.1 A notice given under this Agreement:
 - 13.1.1 shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
 - 13.1.2 shall be sent for the attention of the person, and to the address or fax number, given in this clause 13 (or such other address, fax number or person as the relevant party may notify to the party); and
 - 13.1.3 shall be:
 - (a) delivered personally; or
 - (b) delivered by commercial courier; or
 - (c) sent by fax; or
 - (d) sent by pre-paid first-class post or recorded delivery.
- 13.2 The addresses for service of notice are:
 - 13.2.1 For the Council:

Head of Libraries Registration and Archives and Proper Officer for KCC Registration Services, The Kent County Council, Sessions House, County Hall, County Road, Maidstone ME14 1XQ

13.2.2 For the Recipient

Folkestone Town Council, Town Hall, 1-2 Guildhall Street, Folkestone, Kent CT20 1DY.

- 13.3 A notice is deemed to have been received:
 - 13.3.1 if delivered personally, at the time of delivery; or
 - 13.3.2 if delivered by commercial courier, at the time of signature of the courier's receipt; or
 - 13.3.3 if sent by pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
 - 13.3.4 if sent by registered airmail, five days from the date of posting; or
 - 13.3.5 if deemed receipt under the previous paragraphs of this clause 13 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a Business Day), when business next starts in the place of receipt.
- 13.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
- 13.5 A notice under this agreement shall not be valid if sent by e-mail.

14. SEVERANCE

- 14.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15. AGREEMENT SURVIVES COMPLETION

This Agreement (other than obligations that have already been fully performed) remains in full force after completion.

NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the parties, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party. The Recipient shall not allow itself to be held out as being part of the Council and shall not refer to the Council in any publicity without the Council's prior written approval

THIRD PARTY RIGHTS

This Agreement and the documents referred to in it are made for the benefit of the parties to them and their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.

18. SUCCESSORS

Witness Occupation

The rights and obligations of the parties shall continue for the benefit of and shall be binding on their respective successors and assigns.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 19.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

IN WITNESS whereof this Agreement has been duly executed as a deed and delivered the day and year first above written:

THE COMMON SEAL of THE KENT		
COUNTY COUNCIL was hereunto		
affixed to this Deed		
in the presence of:-		
Authorised Signatory		
Witness Signature		
Witness Name		
Witness Address		

7.8

THE COMMON SEAL of
FOLKSTONE TOWN COUNCIL
was hereunto affixed to this Deed
in the presence of:-
Authorised Signatory
Witness Signature
Witness Name
Witness Address
Witness Occupation

SCHEDULE 1- ARTEFACTS

The Folkestone Museum collections include the Master Collection, around 680 other artworks and over 10,000 artefacts together with documentation and archives pertaining to the collections.

The collections were audited in partnership with Folkestone Town Council in 2014 and cover the full range of human history, including archaeology, social, military and civil history relating to Folkestone and the surrounding Shepway district council area, excluding the town and Cinque Port of Hythe.

The collections include:

Archaeology: over 900 artefacts, including nearly 500 from the Roman period and over 100 from the Saxon period

Biology: over 5000 natural history specimens including birds eggs, butterflies and shells

Coins: over 1000 items

Fine art: 680 pictorial items including paintings, drawings, photographs and posters

Geology: over 700 artefacts mostly minerals or elements

Master Collection of around 300 drawings, watercolours and albums including work by Italian Renaissance masters as well as more modern works.

Military history: over 200 artefacts including medals mostly relating to World War II

Natural history: over 1900 items including taxidermy, entomology and oology

Social history: over 2000 artefacts including costume, home and family, monarchy and maritime

Zoology: nearly 1500 artefacts mostly fossils





COMMUNICATIONS AND MEDIA POLICY (INCLUDING SOCIAL MEDIA)

Name of governing body: Folkestone Town Council

Date on which this policy was approved by governing body: 26th April 2018

Finance & General Purposes - Minute 1206

Date at which this policy is due for review: April 2019

INTRODUCTION

The purpose of this policy is to guide both Councillors and Officers of the Council on external communications, contact with the media and use of social media.

This policy does not seek to be either prescriptive or comprehensive but sets out to provide guidance on how to deal with some of the practical issues that may arise when dealing with external communications, media and social media.

Above everything else, a Councillor must observe Folkestone Town Council's Code of Conduct whenever he/she conducts the business of the authority, conducts the business of the office to which he/she has been elected or acts as a representative of the authority.

TOWN CLERK AND MEMBERS OF STAFF

The Town Clerk as the Proper Officer of the Council is authorised to receive all communications from the Press and Media and to issue Press Statements on behalf of the Council and Museum.

In the absence of the Town Clerk, media communications will handled by the Corporate & Civic Services Officer. In the absence of both of these officers enquiries will be referred to the Mayor who will act as the spokesperson for the purposes of this element of the policy.

All communications made by the Town Clerk will relate to the stated business and day to day management of the activities or adopted policy of the Council.

The Town Clerk is not expected or authorised to speculate on matters that have not been considered by the Council.

Where such questions are put to the Town Clerk the enquirer will be referred to the Mayor or a Committee Chairman as considered appropriate.

For the purposes of Folkestone Museum, the press spokesperson should, where possible, always be the officer with the specific knowledge on the historical period, exhibition, activity or event the press have specified an interest in. In such cases where an officer from Folkestone Museum staff has received a direct reguest from the media, the officer must notify the Town Clerk of the request and seek permission from the Town Clerk to conduct the interview. Likewise if the Town Clerk receives press requests relating to Folkestone Museum activities, the Town Clerk will delegate the request to the appropriate officer. In cases where there is not an officer available the Town Clerk will issue a statement to the press.

No other member of staff, unless authorised by the Town Clerk, is permitted to make any statement to the media or any other public statement, on any matter affecting the Council or its business. Members of staff are governed by strict rules on impartiality and publicity and are not allowed to enter into any form of communication that supports or promotes, or may be interpreted as supporting or promoting, the political views of any councillor or group of councillors.

In support of the above no member of staff should ever, either during the course of their employment or in their private life:

- Publicise confidential information gained in the course of their employment.
- Maliciously undermine the council and its decisions by adverse or negative comments.
- Take personal issues concerning their employment to the media.
- Bring the council into disrepute by the extremity of their views.

MEMBERS OF THE COUNCIL

A Councillor must not disclose information that is of a confidential nature. This includes any discussion with the press on any matter which has been discussed under confidential items on Council or Committee agendas or at any other private briefing.

A Councillor should act with integrity at all times when representing or acting on behalf of Folkestone Town Council.

When communicating to the Press and Media, Members should make clear the capacity, in which they are providing the information.

For example:

- as the Town Mayor
- as Chairman of a Committee
- as a Political Group Leader or spokesperson for a political party
- as an individual (i.e. letter to press for publication)

Never use the prefix "Councillor" when communicating with the press as an individual. This implies you are stating Council policy. A copy of any communications sent to the Press and Media by a Member, as representing the Council, must be forwarded to the Town Clerk.

Take particular care if the press or media approach you for comment on a controversial subject, and do not be led into stating something you did not really mean to say. If unsure about any particular policy, simply state "no comment" and ask the press to contact the Town Clerk.

Councillors should be aware that case law states that the role of Councillor overrides the rights to act as an individual. This means that Councillors should be extra careful about expressing individual views to the press or media, whether or not they relate to matters of Council business.

Councillors also have an obligation to respect Council policy once made and whilst it may be legitimate for a Councillor to make clear that he or she disagreed with a policy and voted against it (if this took place in an open session), they should not seek to undermine a decision through the press.

A Councillor should not raise matters relating to the conduct or capability of an Officer at meetings held in public or before the press.

COMMUNICATING WITH THE PRESS

When communicating with the Press verbally, members and officers should be aware of the following:

- Be calm, informed and certain of all your facts
- Ensure that when making comments on behalf of the Town Council that you are aware what Council Policy is and that your comments reflect that policy.
- Ensure that your comments and views will not bring the Council, its Councillors or officers into disrepute and ensure that comments are neither libellous nor slanderous.

ISSUES TO BE AWARE OF

Councillors and members of staff not used to communicating with the press may be surprised when they see that statements made in all innocence look very different in print than they did when they were spoken. It is advantageous to write out a statement or position beforehand.

MEETINGS OF COUNCIL AND COMMITTEES

Copies of Agendas, Minutes and Reports sent to Members for meetings of the Council or its Committees will be e-mailed to the Press and Media and made available online. Facilities will be provided at meetings for the Press to take notes of the proceedings.

As provided in the Council's Standing Orders both the Press and Public may be excluded from a meeting whitst certain confidential matters (as provided for in the relevant legislation) are under discussion. Note: The Town Council is governed by the Public Bodies (Admission to Meetings) Act, 1960.

PRESS RELEASES

All press releases made on behalf of the Town Council and Folkestone Museum must be prepared or approved by the Town Clerk.

The Town Clerk, in consultation with the Town Mayor, is also authorised to publish press releases on any matters where there is insufficient time for a council meeting.

SOCIAL MEDIA

Social media is the term used for online tools, websites and interactive media that enable users to interact with each other by sharing information, opinions, knowledge and interests. This policy and guidelines cover social media issues over the internet and by email, smart phones, social networking sites, blogging, and tweeting that are directly work related or through personal use that can be directly or indirectly linked to work.

For the purposes of this policy, the term 'social media' covers sites and applications including but not restricted to Facebook, Twitter, Instagram, Flickr, YouTube, Linkedin, blogs, discussion forums, wikis and any sites which may emerge after the creation of this policy where Folkestone Town Council or Folkestone Museum could be represented via employee participation.

Folkestone Town Council acknowledges social media as a useful tool however, clear guidelines are needed for the use of social media sites to ensure they are used effectively as part of a wider communications mix and that their use does not expose the council to security risks, reputational damage or breach the General Data Protection Regulations.

Risks

The following risks have been identified with social media use (this is not an exhaustive list):

Virus or other malware (malicious software) infection from infected sites.

Disclosure of confidential information.

Damage to the council's reputation.

Social engineering attacks (also known as 'phishing').

Bullying or witch-hunting (also known as 'trolling')

Civil or criminal action relating to breaches of legislation.

Breach of safeguarding through the use of images or personal details leading to the exploitation of vulnerable individuals.

Responsibilities of Members of Staff

Members of staff, who in the course of their employment place content on behalf of Folkestone Town Council and Folkestone Museum, are personally responsible for any content published on any form of social media.

Publishing or allowing to be published (in the form of a comment) an untrue statement about a person which is damaging to their reputation may incur libel and disciplinary action. The council could also potentially be liable for the actions of our employees in these circumstances.

Social media sites are in the public domain and members of staff must ensure the reliability and be confident of the nature of the information published. Once published, content is almost impossible to control and may be manipulated without consent, used in different contexts, or further distributed. Misuse or self-promotion via social media may result in disciplinary action.

Copyright laws still apply online. Placing images or text from a copyrighted source (e.g. extracts from publications or photos) without permission is likely to breach copyright. If officers are unsure about publishing anything they must seek permission from the copyright holder in advance.

It's your own personal choice whether or not you choose to participate in any kind of social media activity in your own time – the views and opinions that you express are your own. However, as a council officer you should be aware that any information which you post about. Folkestone Town Council or Folkestone Museum cannot be kept entirely separate from your working life.

Responsibilities of councillors

You are personally responsible for the content you publish on any form of social media. Publishing or allowing to be published (in the form of a comment) an untrue statement about a person which is damaging to their reputation may incur a libel action.

Social media sites are in the public domain and it is important to ensure you are confident of the nature of the information you publish. Once published, content is almost impossible to control and may be manipulated without your consent, used in different contexts, or further distributed. Make use of stringent privacy settings if you don't want your social media to be accessed by the press or public. Read the terms of service of any social media site accessed and make sure you understand their confidentiality/privacy settings.

The council reserves the right to request the removal of any content that is deemed to be in breach of the Code of conduct for members.

GENERAL

This document has been prepared as a guidance note for members of staff and elected members. It represents the policy of the Council in respect of its relationships with the Press and Media.

The policy has been prepared to ensure consistency in the Council's dealing with the Press and Media and details who is authorised to speak on behalf of the Council. It has been drafted to ensure that the views and policy of the Council are presented accurately.

In providing information to the Press and Media, members of Council and members of staff representing the Council will abide by the "Code of Recommended Practice on Local Authority Publicity" published by the Department for Communities & Local Government.

http://www.communities.gov.uk/documents/localgovernment/pdf/1878324.pdf

The overriding principle of this policy is that all elements of the Press and Media will be treated equally.

WARD GRANTS APPROVED BY THE TOWN CLERK 1/12/18 to 31/01/19

2000	KECIPIEN!	Teo Mon	ANOUNI	WARD	POWER
APPROVED			AWARDED	CLLR	
18/12/2018	Folkestone Lea Lift Company CIC	Restoration of the Leas Lift	£100.00	£100.00 J. Meade	LGA 72, Sec 137
~	Folkestone Womens Forum	International Womens Day	£200.00	J.Meade	LGA 72, Sec 145
-	Folkestone Womens Forum	International Womens Day	£150.00	£150.00 R.Theobald	LGA 72, Sec 145
18/12/2018	Folkestone Womens Forum	International Womens Day	£150.00	N.Jones	LGA 72, Sec 145
30/01/2019	FTC Flowerbeds Reserve	Flowebeds, etc. at Pent Stream	£444.00	£444.00 R.Wallace	Open Spaces Act 1906 Sec 9 & 10

AMOUNT GRANTED TO DATE £1,000.00 £1,800.00 £1,368.25 £1,368.25 £1,368.25 £1,368.25
NT AMOUNT ED LEFT TE TO GRANT TE TO GRANT AT 10/2/19 200.00 £632.00 200.00 £1,282.00 200.00 £1,282.00 2082.5 £1,114.25 350.00 £1,449.00 368.25 £1,014.25 455.00 £0.00