



# FOLKESTONE TOWN COUNCIL

Date of Publication: 10 December 2020

## AGENDA

Meeting: **Finance and General Purposes Committee**  
Date: **Thursday 17<sup>th</sup> December 2020**  
Time: **6.30 p.m.**  
Place: **Virtual Zoom Meeting [Link](#)**

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.

**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 22<sup>nd</sup> October 2020 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<sup>st</sup> October 2020 and 30<sup>th</sup> November 2020.

**5. BUDGET MONITORING STATEMENT 2020/21**

The attached statement sets out details of the Town Council's expenditure/income up to the 30<sup>th</sup> November 2020.

**6. BANK RECONCILIATION**

In line with financial regulations the bank reconciliation statement to 30<sup>th</sup> November 2020 is attached for information.

**7. CCTV & FHDC HIGH ST FUND GRANT AGREEMENT**

**Report F/20/276** provides an update on Council's public realm CCTV provision. The Town Clerk has secured a grant of £50,000 from the FHDC High St Fund for additional CCTV cameras and infrastructure to enable direct access by the police and FHDC CSU. Approval is therefore sought for the Town Clerk to sign the deed (Appendix A) accepting the grant.

**8. KCC COMMUNITY TRANSPORT GRANT SCHEME 2019-20**

Further to the Town Clerk's application to the Community Transport Grant Scheme in 2019 for funding to purchase an electric minibus with disabled access to set up a community bus scheme to assist with transport to the Town Hall and Museum. KCC have confirmed that they have approved the application but, due to the coronavirus pandemic, everything was delayed. However, they will hold the money awarded into the 21/22 financial year if we wish to go ahead, they propose purchasing the minibus utilising their procurement economies of scale and gifting it to us.

**9. SMALL PARKS**

Negotiations on the terms for the leases and service agreements for the small parks that FHDC propose to transfer to Council are now complete, attached as Appendix B is a summary of each. Approval is sought for the Town Clerk to sign the deeds accepting the transfers and dowry of £100,000.

**10. MATTERS AND RESOLUTIONS FROM COMMITTEES**

- i. At the Full Council meeting held on the 12<sup>th</sup> November it was recorded at minute 1744 following discussion about the resolution regarding the civic vehicle from the F&GP meeting on the 22<sup>nd</sup> October 2020 minute 1364.

**RESOLVED:** That the options be considered by Finance and General Purposes Committee.

Appendix C provides options that meet this and previous resolutions.

- ii. At the Full Council meeting held on the 12<sup>th</sup> November it was recorded at minute 1746a. NOTICE OF MOTION

RESOLVED: That Council abolish the Grants Committee following the expenditure of the 20/21 grants budget and replace it with a Councillor Community Grant Scheme from 2021/22 with a budget of £34,200 divided equally between the town councillors i.e. £1900 each.

Applicants may make a maximum of two applications a year but the total award to any applicant via any combination of grants or funding must not exceed £2,500 per financial year and the Councillor Community Grants must be spent within the financial year and not rolled over.

As, Folkestone Town Council is governed by s.101 of the Local Government Act 1972, which states that if the Council does not exercise a function itself it can only be delegated to a Committee, a Sub-Committee, or Officer as individual Councillors have no statutory authority to make a decision the Councillor Community Grants will be approved by the Town Clerk.

- iii. At the Full Council meeting held on the 12<sup>th</sup> November it was recorded at minute 1746f. NOTICE OF MOTION

RESOLVED: That the Community Services Committee set up a small working group to revisit the heritage boards that didn't get completed in the first phase of the Historical Town Trail and to create a new board consequent upon the current redevelopment of the former Royal Victoria Hospital. Notable omissions in the first trail included the terrible Tontine Street air raid. Notable subjects for a new heritage board to cover would include stories of the hospital, and the life of Walter Tull, the mixed race footballer and war hero, who was born and lived just east of the hospital and is little commemorated in the town. A sum of £6000 is resolved to be provisionally included in next year's budget to cover the erection of one board and to make sure that all heritage posters are made easily available on line and as posters for schools, with some extra material to help Folkestone schools study local history.

#### **11. WARD GRANTS**

For information, the attached shows ward grants approved by the Town Clerk between 1<sup>st</sup> October 2020 and 30<sup>th</sup> November 2020.

#### **12. WARD GRANT BALANCES 2020/21**

For information, the attached shows ward grant balances available to each Councillor as of 30<sup>th</sup> November 2020.

#### **13. CORONAVIRUS COMMUNITY RESILIENCE GRANTS**

For information, the attached shows coronavirus community resilience grants approved to 30<sup>th</sup> November 2020.

**14. BUDGET 2021/22**

**Report F/20/275** sets out the draft proposals for the Town Council's budget for 2021/22, considering proposed growth items submitted by spending committees. Members are requested to make final recommendations for the budget/precept for presentation to the full Council on 14<sup>th</sup> January 2021.

**15. DATE OF NEXT MEETING**

**18<sup>th</sup> February 2021 @ 6.30pm**

## FOLKESTONE TOWN COUNCIL

**MINUTES of the Finance and General Purposes Committee Meeting held virtually by Zoom on Thursday, 22<sup>nd</sup> October 2020 at 6.30 p.m.**

**PRESENT:** Councillors P Bingham, R Field, P Gane, D Jeffrey, N Keen (Chair), M Lawes, C McConville, J Meade and T Prater.

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

### **1355. APOLOGIES FOR ABSENCE**

No apologies were received.

### **1356. DECLARATIONS OF INTEREST**

Councillor Gane declared a non pecuniary interest in item 11 as he works in a car dealership.

### **1357. MINUTES**

To receive the Minutes of the meeting of the Finance and General Purposes Committee held on 20<sup>th</sup> August 2020 and to authorise the Chairman of the Committee to sign them as a correct record.

**RESOLVED: That the Minutes of the meeting of the Finance and General Purposes Committee held on 20<sup>th</sup> August 2020 be received and signed as a correct record.**

Proposed: Councillor Peter Gane

Seconded: Councillor Jackie Meade

Voting: F:8 Ag:0, Ab:0

18.34pm Councillor Paul Bingham arrived at this juncture.

### **1358. SCHEDULE OF PAYMENTS**

The Committee considered the schedule of payments made between 1<sup>st</sup> August 2020 and 30<sup>th</sup> September 2020.

**RESOLVED: That the Schedule of Payments for the period 1<sup>st</sup> August 2020 and 30<sup>th</sup> September 2020 be approved.**

Proposed: Councillor Peter Gane

Seconded: Councillor Jackie Meade

Voting: F:9, Ag:0, Ab:0

**1359. BUDGET MONITORING STATEMENT 2020/21**

The budget monitoring statement to the 30<sup>th</sup> September 2020 was received by the Committee.

**RESOLVED: That the Budget Monitoring Statement to 30<sup>th</sup> September 2020 be approved.**

Proposed: Councillor Mary Lawes

Seconded: Councillor Connor McConville

Voting: F:9, Ag:0, Ab:0

**1360. BANK RECONCILIATION**

**RESOLVED: That the bank reconciliation statement to 30<sup>th</sup> September 2020 be noted.**

Proposed: Councillor Jackie Meade

Seconded: Councillor Peter Gane

Voting: F:9, Ag:0, Ab:0

**1361. WARD GRANTS**

A list of ward grants approved by the Town Clerk between 1<sup>st</sup> August 2020 and 30<sup>th</sup> September 2020 was provided for the Committee's information and duly noted.

**1362. WARD GRANT BALANCES 2020/21**

A list of ward grant balances available to each Councillor on the 30<sup>th</sup> September 2020 was provided for the Committee's information and duly noted.

**1363. CORONAVIRUS COMMUNITY RESILIENCE GRANTS**

The coronavirus community resilience grants approved to 30<sup>th</sup> September 2020 were provided for the Committee's information and duly noted.

**1364. REPLACEMENT OF CIVIC VEHICLE – APRIL 2021**

Report F/20/273 provided options for the replacement of the Civic Vehicle at the end of its lease.

**RESOLVED: That Report F/20/273 be received but for the Town Clerk to revisit the options to include an all-electric model; a British manufactured model; no civic vehicle (i.e. Mayor's use of taxis and the Town Sergeant to use his own vehicle for Council duties).**

Proposed: Councillor Peter Gane

Seconded: Councillor Dylan Jeffrey

Voting: F:9, Ag:0, Ab:0

**1365. MATTERS AND RESOLUTIONS FROM OTHER COMMITTEES**

The Committee noted that Grants Committee resolved at its meeting on the 24<sup>th</sup> September 2020, at minute 138. BUDGET 2021/22; that the Town Grants budget remains at £35,000 for the 2021/22 financial year.

**1366. DATE OF NEXT MEETING**  
**17<sup>th</sup> December 2020 @ 6.30pm**

Chairman.....

Date.....

# SCHEDULE OF PAYMENTS

1/10/20-30/11/20

Date Paid	Payee Name	Reference	Amount Paid	Transaction Detail
05/10/2020	Convergence Comms Ltd	E02774	£1,500.00	Deposit re. NEC System
05/10/2020	Charlotte B Chapman	E02775	£500.00	Covid-19 Artwork
05/10/2020	Ashford Borough Museum Society	E02776	£50.00	Wheels of Time Membership
05/10/2020	Metroline Security Ltd	E02777	£60.00	Alarm Call-Out
05/10/2020	Amazon	E02778	£67.80	Steel Shelving
05/10/2020	T.Brenchley	E02779	£4.18	Reimb. Black Velvet Pouches
05/10/2020	Kent County Council	E02780	£8.83	500 x Pipe Cleaners
05/10/2020	SSE Hydro-Electric	DD051020	£582.18	Electricity OTH - Aug 2020
05/10/2020	SSE Hydro-Electric	DD051020	£90.57	Gas OTH - Aug 2020
12/10/2020	Folkestone Baptist Church	CG0019	£500.00	Community Grant
13/10/2020	PPL PRS Ltd	E02781	£25.68	Music/Performance Licence 20/21
13/10/2020	Harmer & Sons Ltd	E02782A	£156.00	Repairs to Precinct Posts
13/10/2020	Harmer & Sons Ltd	E02782B	£783.60	Install & Fill Salt Bins
13/10/2020	Salvation Army	E02783	£150.00	2 x Ward Grants 6/10/20
13/10/2020	Incredible Edible	E02784	£50.00	Ward Grant 6/10/20
13/10/2020	JimJam Arts	E02785	£500.00	5 x Ward Grants 6/10/20 (see Note below)
13/10/2020	Andrews Professional Colour Labs	E02786	£35.92	Printing of Mayoral Portraits
13/10/2020	Kent County Council	E02787	£7.01	Tissue Paper for Workshops
13/10/2020	Folkestone Printing.com Ltd	E02788	£341.48	Exhibition Leaflet Printing
13/10/2020	Fuelgenie	DD131020	£52.00	Fuel re. Civic Vehicle
19/10/2020	Daisy Communications	DD191020	£423.11	Telephone Services - Sep 2020
19/10/2020	RBS PLC Mentor Services	DD191020	£189.60	HR/Health & Safety Mgt
19/10/2020	SSE Hydro-Electric	DD191020	£5.12	Electricity to Phone Box - Sep 2020
20/10/2020	D.Cowd	E02789	£7.40	Reimb. Tape re. Loan Boxes
20/10/2020	T.Brenchley	E02790	£42.99	Reimb. Gift re. Nepalese Ambassador
20/10/2020	Folk Fishing & Heritage Group	E02791	£200.00	Ward Grant 12/10/20
20/10/2020	Harmer & Sons Ltd	E02792	£168.00	Repairs to Sluce Gate (Balancing Pond)
20/10/2020	Advant-Edge Comm. Finance	E02793	£15,094.00	Installation 6 x Bus Shelters
20/10/2020	Rotary Club of the Channel	E02794	£750.00	Town Grant 28/5/20
20/10/2020	Folk Leas Lift Company CIC	E02795	£187.00	Ward Grant 16/10/20



# **SCHEDULE OF PAYMENTS**

**1/10/20-30/11/20**

23/10/2020	HM Revenue & Customs	BP231020A	£7,262.46	PAYE/NI - Oct 2020
23/10/2020	KCC re. Kent Pension Fund	BP231020B	£6,314.84	Pension Contribs - Oct 2020
23/10/2020	Standard Life Assurance Co.	BP231020C	£750.00	AVC Pension - Oct 2020
23/10/2020	HM Courts & Tribunals Service	BP231020D	£90.00	Salary Ded'n re. Court Order
23/10/2020	Various	BP231020	£18,470.57	Salaries - Oct 2020
26/10/2020	P.Cross	E02796	£21.72	Reimb. 2 x Printer Cartridges
26/10/2020	ADM Computer Services Ltd	E02797	£810.00	Cyber Essentials
26/10/2020	Harmer & Sons Ltd	E02798	£144.00	Fallen Christmas Lights Rendezvous St.
26/10/2020	Harmer & Sons Ltd	E02799	£222.00	Gate Repairs PFR
26/10/2020	SSE Hydro-Electric	DD261020	£566.55	Electricity OTH - Sep 2020
26/10/2020	Leppard Cleaning	SO261020	£653.00	Office Cleaning - Oct 2020
28/10/2020	Veolia ES (UK) Ltd	DD281020	£105.01	Waste Collection - Sep 2020
30/10/2020	Folk Churches Winter Shelter	CG0020	£500.00	Community Grant
30/10/2020	Folk Churches Winter Shelter	CG0021	£500.00	Community Grant
04/11/2020	Amazon	E02800	£8.49	Adhesive for Museum
04/11/2020	G.Coppins	E02801	£51.75	Compensation re. Damage P13 PFR
04/11/2020	Reade Signs	E02802	£2,070.00	2 x Panels Trail Monolith
04/11/2020	Harmer & Sons Ltd	E02803A	£76.80	Grass-Cutting PFR 1 & 10/10/20
04/11/2020	Harmer & Sons Ltd	E02803B	£76.80	Grass-Cutting TKL 1 & 10/10/20
04/11/2020	Dimension Eng. Ltd.	E02804	£540.00	Plant Room Service/Repairs
04/11/2020	M.Keutenius	E02805	£93.38	Reimb. Items re. Lunches for Children
10/11/2020	Harmer & Sons Ltd	E02806	£546.00	Qtly Storage Fees
10/11/2020	Cleverley & Spencer	E02807	£1,020.00	Cleaning of Memorial
10/11/2020	J.Conway	E02808	£6.50	Reimb. 10 x 2nd Class Stamps
10/11/2020	D-Tech Systems	E02809A	£592.80	Dehumidifier for Museum
10/11/2020	D-Tech Systems	E02809B	£457.20	Recalibration of Data Monitor
10/11/2020	G.Coppins	E02810	£97.44	Compensation re. Damage P13 PFR
17/11/2020	HM Revenue & Customs	BP171120	£500.00	CIS Tax re. Bus Shelters (see E02793)
18/11/2020	Daisy Communications	DD181120	£431.50	Telephone Services - Oct 2020
18/11/2020	RBS PLC Mentor Services	DD181120	£189.60	HR/Health & Safety Mgt
19/11/2020	Harmer & Sons Ltd	E02811	£1,236.00	Maintenance of Benches

# **SCHEDULE OF PAYMENTS**

**1/10/20-30/11/20**

19/11/2020	Modes Users Association	E02812	£180.00	Catalogue Website Hosting
19/11/2020	I.Bishop	E02813	£4.00	Reimb. Padlock re. PFR
19/11/2020	British Museum	E02814	£150.00	Medieval Ring
19/11/2020	Lumalite	E02815	£12,500.40	Christmas Lights Maintenance
20/11/2020	ICO (Information Commissioner)	DD201120	£55.00	ICO Data Protection Annual Fee
23/11/2020	SSE Hydro-Electric	DD231120	£578.80	Electricity OTH - Oct 2020
23/11/2020	SSE Hydro-Electric	DD231120	£123.09	Gas OTH - Oct 2020
24/11/2020	Shepway Leisure (Three Hills)	CG0022	£500.00	Community Grant
25/11/2020	HM Revenue & Customs	BP251120A	£7,165.43	PAYE/N.I. - Nov 2020
25/11/2020	KCC re. Kent Pension Fund	BP251120B	£6,314.84	Pension Contribs. - Nov 2020
25/11/2020	Standard Life Assurance Co.	BP251120C	£750.00	AVC Pension - Nov 2020
25/11/2020	HM Courts & Tribunals Service	BP251120D	£90.00	Salary Ded'n re. Court Order
25/11/2020	Various	BP251120	£18,535.73	Salaries - Nov 2020
25/11/2020	Leppard Cleaning	SO251120	£620.00	Office Cleaning - Nov 2020
26/11/2020	ADM Computer Services Ltd	E02816	£3,025.62	Various IT Fees
26/11/2020	Cleverley & Spencer	E02817	£1,140.00	Additional Names to War Memorial
26/11/2020	Framing Centre	E02818	£51.10	Framing of Mayoral Portrait
26/11/2020	Kent Ass. of Local Councils	E02819	£16.80	Bitesize Training Webinar
26/11/2020	SLCC Enterprises Ltd	E02820A	£36.00	Training (Town Clerk)
26/11/2020	SLCC Enterprises Ltd	E02820B	£90.00	Town Clerks' Conference
26/11/2020	Amazon	E02821A	£67.80	Steel Shelving for Museum
26/11/2020	Amazon	E02821B	£49.69	Monitor Stand for Museum
26/11/2020	Huddlebuy (Perkbox)	DD261120	£234.00	Qtly Perkbox
27/11/2020	SSE Hydro-Electric	DD271120	£5.28	Electricity to Phone Box - Oct 2020
30/11/2020	Veolia ES (UK) Ltd	DD301120	£87.89	Waste Collection - Oct 2020
NOTE re. E02785: JimJam Arts returned the £500 ward grant on 29/10/20 as the event was cancelled. This was reallocated to the relevant councillors.				

FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2020/2021													
CODE		ACTUALS 2019/2020	ORIGINAL BUDGET 2020/2021	VIREMENTS 2020/2021	REVISED BUDGET 2020/2021	ACTUALS TO 30 NOV 2020/2021	BUDGET TO 30 NOV 2020/2021	VARIANCE TO 30 NOV 2020/2021	TOTAL BUDGET REMAINING 2020/2021	% OF BUDGET TO DATE 2020/2021	INC/EXP TO/(FROM) RESERVES FOR INFO.	RESERVE CODE(S)	
		£	£	£	£	£	£	£	£	%			
101	ADMINISTRATION												
4001	SALARIES, PENSIONS & NI	373,785	414,500		414,500	270,560	276,333	-5,773	143,940	65			
4004	STAFF WELLBEING (£3,000 from New Servs Res.)	0	0		0	195	0	195	-195	0		-195	340
4005	AGENCY STAFF	8,471	1,000		1,000	0	667	-667	1,000	0			
4006	TRAINING (Staff) (£2,400 from New Servs Res.)	5,421	2,500	-1,900	600	572	400	172	28	95			
4008	RELOCATION COSTS	0	0		0	0	0	0	0	0			
4009	ADVERTISING FOR STAFF	0	0		0	0	0	0	0	0			
4010	EQUIPMENT/FURNITURE NEW	295	2,000		2,000	1,687	1,333	354	313	84			
4012	INTERVIEW EXPENSES	0	0		0	0	0	0	0	0			
4013	BANK CHARGES	332	500		500	77	333	-256	423	15			
4014	HR/H&S MANAGEMENT FEES	0	0	1,900	1,900	1,264	1,267	-3	636	67			
4021	PRINTING	199	500		500	0	333	-333	500	0			
4022	STATIONERY	1,089	1,000		1,000	103	667	-564	897	10			
4024	PHOTOCOPYING	2,235	1,600		1,600	254	1,067	-813	1,346	16			
4025	POSTAGE	1,444	1,800		1,800	329	1,200	-871	1,471	18			
4026	TELECOMMUNICATION SERVICES	5,222	4,000		4,000	3,715	2,667	1,048	285	93			
4060	ICT SUPPORT	18,768	12,500		12,500	10,332	8,333	1,999	2,168	83			
4070	MISCELLANEOUS SUBSCRIPTIONS	366	330		330	275	275	0	55	83			
4071	CINQUE PORT FEDERATION SUB	320	330		330	0	0	0	330	0			
4072	SOCIETY OF LOCAL COUNCIL CLERKS	506	520		520	483	520	-37	37	93			
4073	KENT ASSOC. OF LOCAL COUNCILS	2,008	2,060		2,060	2,246	2,060	186	-186	109			
4080	PUBLIC TRANSPORT & CAR PARKS	304	250		250	12	167	-155	238	5			
4103	SUBSISTENCE ALLOWANCES	132	200		200	0	133	-133	200	0			
4104	CAR ALLOWANCES (Staff)	1,258	1,600		1,600	826	1,067	-241	774	52			
4105	CAR ALLOWANCES (Volunteers)	0	50		50	0	33	-33	50	0			
4712	ACCOUNTANCY SUPPORT	521	570		570	397	400	-3	173	70			
4720	TO ALLOTMENT'S ADMINISTRATION (4503)	-4,130	-4,100		-4,100	-2,733	-2,733	0	-1,367	67			
	TOTAL ADMIN. EXPENDITURE	418,546	443,710	0	443,710	290,594	296,522	-5,928	153,116	65			
1190	INVESTMENT INTEREST	-2,477	-3,000		-3,000	-89	-90	1	-2,911	3			
1199	OTHER INCOME	0	0		0	0	0	0	0	0			
	TOTAL ADMIN. INCOME	-2,477	-3,000	0	-3,000	-89	-3,000	1	-2,911	3			
	NET ADMIN. EXPENDITURE/INCOME	416,069	440,710	0	440,710	290,505	293,522	-5,927	150,205	66			
102	DEMOCRATIC COSTS												
4007	TRAINING/CONFERENCE EXPS (Cllrs.)	590	500		500	75	333	-258	425	15			
4081	CAR ALLOWANCES (Cllrs)	0	100		100	0	67	-67	100	0			
4950	FTC REFLECTION FEES	39,665	0		0	0	0	0	0	0			
4951	FOLK TC REFLECTIONS (TO RESERVE)	10,200	10,200		10,200	0	0	0	10,200	0			
	TOTAL DEMOCRATIC COSTS EXP.	50,455	10,800	0	10,800	75	400	-325	10,725	1			

FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2020/2021												
		ACTUALS 2019/2020	ORIGINAL BUDGET 2020/2021	VIREMENTS 2020/2021	REVISED BUDGET 2020/2021	ACTUALS TO 30 NOV 2020/2021	BUDGET TO 30 NOV 2020/2021	VARIANCE TO 30 NOV 2020/2021	TOTAL BUDGET REMAINING 2020/2021	% OF BUDGET TO DATE 2020/2021	INC/EXP TO/(FROM) RESERVES FOR INFO.	RESERVE CODE(S)
CODE												
103	MAYORALTY											
4011	CLOTHING & UNIFORMS	31	600		600	0	400	-400	600	0		
4170	REGALIA - NEW	765	1,000		1,000	93	667	-574	907	9		
4171	REGALIA - REPAIR & MAINT.	1,907	400		400	22	267	-245	378	6		
4180	MAYOR'S INSTALLATION (Annual Meeting)	744	1,100		1,100	0	1,100	-1,100	1,100	0		
4181	REMEMBRANCE SUNDAY	2,601	2,300		2,300	0	0	0	2,300	0		
4182	CANADA DAY	2,466	2,550		2,550	1,085	2,550	-1,465	1,465	43		
4183	WILLIAM HARVEY COMMEMORATION	465	650		650	105	650	-545	545	16		
4184	HOLOCAUST DAY	198	320		320	0	0	0	320	0		
4185	CINQUE PORT WARDEN	0	100		100	0	67	-67	100	0		
4249	COVER FOR CIVIC DRIVER	752	500		500	0	333	-333	500	0		
4250	FUEL FOR CIVIC VEHICLE	368	500		500	293	333	-40	207	59		
4251	MTCE/SERVICE/REPAIRS - EXTERNAL	18	150		150	0	100	-100	150	0		
4252	CAR INSURANCE	500	500		500	0	333	-333	500	0		
4253	CIVIC VEHICLE - GEN. CONTRIBS.	2,983	3,000		3,000	2,983	3,000	-17	17	99		
4255	MAYOR'S EXPENSES MAY-MAR	4,791	5,490		5,490	448	3,660	-3,212	5,042	8		
4256	MAYOR'S EXPENSES APR-MAY	377	1,100		1,100	138	733	-595	962	13		
4257	FOLK/ETAPLES REMEMBRANCE EVENTS	0	0		0	0	0	0	0	0		
4258	MISCELLANEOUS EVENTS (MAYORALTY)	0	0		0	0	0	0	0	0		
4259	ARMED FORCES DAY (see 4298-301)	72,996	0		0	0	0	0	0	0		
4260	BURMA STAR (V.J DAY)	300	530		530	0	0	0	530	0		
4261	NORMANDY VETERANS	266	320		320	0	0	0	320	0		
4262	PACKED LUNCHEES FOR CHILDREN	0	0		0	93	0	93	-93	0	-93	407
4263	CHRISTMAS GIFTS FOR CHILDREN	0	0		0	0	0	0	0	0		
	<b>TOTAL MAYORALTY EXPENDITURE</b>	<b>92,528</b>	<b>21,110</b>	<b>0</b>	<b>21,110</b>	<b>5,260</b>	<b>14,193</b>	<b>-8,933</b>	<b>15,850</b>	<b>25</b>		
1005	OTHER INCOME (MAYORALTY)	-30,113	0		0	-100	0	-100	100	0	100	408
	<b>TOTAL MAYORALTY INCOME</b>	<b>-30,113</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-100</b>	<b>0</b>	<b>-100</b>	<b>100</b>	<b>0</b>		
	<b>NET MAYORALTY EXPENDITURE/INCOME</b>	<b>62,415</b>	<b>21,110</b>	<b>0</b>	<b>21,110</b>	<b>5,160</b>	<b>14,193</b>	<b>-9,033</b>	<b>15,950</b>	<b>24</b>		

FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2020/2021												
CODE	ACTUALS 2019/2020	ORIGINAL BUDGET 2020/2021	VIREMENTS 2020/2021	REVISED BUDGET 2020/2021	ACTUALS TO 30 NOV 2020/2021	BUDGET TO 30 NOV 2020/2021	VARIANCE TO 30 NOV 2020/2021	TOTAL BUDGET REMAINING 2020/2021	% OF BUDGET TO DATE 2020/2021	INC/EXP TO/(FROM) RESERVES FOR INFO.	RESERVE CODE(S)	
<b>201 PREMISES</b>												
4501 BUILDING REPS/MAINT	11,604	14,000		14,000	3,520	9,333	-5,813	10,480	25			
4509 CLEANING	8,106	9,000		9,000	5,191	6,000	-809	3,809	58			
4601 RENT	0	0		0	0	0	0	0	0			
4602 RATES	20,990	21,500		21,500	21,332	21,500	-168	168	99			
4603 PWLB CAPITAL REPAYMENTS	22,408	22,140		22,140	11,612	11,610	2	10,528	52			
4604 PWLB INTEREST REPAYMENTS	16,894	17,160		17,160	8,039	8,040	-1	9,121	47			
4615 SERVICES, HEATING & LIGHTING	11,259	9,200		9,200	3,977	6,133	-2,156	5,223	43			
4616 MOVING COSTS	0	0		0	0	0	0	0	0			
4617 SUNDRIES	1,918	2,500		2,500	1,859	1,667	192	641	74			
4620 HIRE OF FACILITIES (Inc. Garage)	6,361	6,900		6,900	2,202	4,600	-2,398	4,698	32			
4629 FLOOD RELATED EXPENDITURE	3,903	0		0	0	0	0	0	0			
<b>TOTAL PREMISES EXPENDITURE</b>	<b>103,443</b>	<b>102,400</b>	<b>0</b>	<b>102,400</b>	<b>57,732</b>	<b>68,883</b>	<b>-11,151</b>	<b>44,668</b>	<b>56</b>			
1010 RENTAL INCOME	-16,522	-15,660		-15,660	0	-10,440	10,440	-15,660	0			
1011 OTHER INCOME (PREMISES)	-3,000	0		0	-208	0	-208	208	0			
1020 PWLB INCOME	0	0		0	0	0	0	0	0			
<b>TOTAL PREMISES INCOME</b>	<b>-19,522</b>	<b>-15,660</b>	<b>0</b>	<b>-15,660</b>	<b>-208</b>	<b>-10,440</b>	<b>10,232</b>	<b>-15,452</b>	<b>1</b>			
<b>NET PREMISES EXPENDITURE/INCOME</b>	<b>83,921</b>	<b>86,740</b>	<b>0</b>	<b>86,740</b>	<b>57,524</b>	<b>58,443</b>	<b>-919</b>	<b>29,216</b>	<b>66</b>			
<b>301 SERVICES</b>												
4030 NEWS/LETTERS	0	0		0	0	0	0	0	0			
4031 MISCELLANEOUS INSURANCES (Inc. Heritage)	9,711	9,800		9,800	10,530	9,800	730	-730	107			
4503 ALLOTMENTS - ADMINISTRATION	4,130	4,100		4,100	2,733	2,733	-0	1,367	67			
4504 ALLOTMENTS - PFR MAINTENANCE	2,065	3,000		3,000	1,705	2,000	-295	1,295	57			
4505 ALLOTMENTS - TKL MAINTENANCE	2,255	3,000		3,000	677	2,000	-1,323	2,323	23			
4840 MAINTENANCE OF BEACON	25	250		250	720	167	553	-470	288			
4850 LOCAL PROJECTS	3,545	4,000		4,000	1,725	2,667	-942	2,275	43			
4851 NOTICE BOARDS	0	1,000		1,000	0	667	-667	1,000	0			
4852 BUS SHELTERS	7,888	0		0	12,995	0	12,995	-12,995	0	-12,995	365	
4874 COMMUNITY RESILIENCE FUND	0	0	10,000	10,000	10,685	10,000	685	-685	107	-685	340	
4875 WARD GRANTS	20,432	19,800		19,800	11,662	13,200	-1,538	8,138	59			
4876 TOWN GRANTS	35,000	35,000	-10,000	25,000	12,994	16,667	-3,673	12,006	52			
4878 PARKS, GARDENS & RECS - FLOWERBEDS	37,296	32,500		32,500	0	0	0	32,500	0			
4879 CHRISTMAS LIGHTING	37,340	51,000		51,000	11,057	11,100	-43	39,943	22			
4880 CHRISTMAS FESTIVITIES	19,680	12,000		12,000	31	0	31	11,969	0	-31	499	
4881 YOUTH FACILITIES	5,964	11,600		11,600	0	7,733	-7,733	11,600	0			
4884 PARKS, GARDENS & RECS - TREES	19,053	15,000		15,000	0	0	0	15,000	0			
4885 PARKS, GARDENS & RECS - PLAY AREAS	0	0		0	1,750	0	1,750	-1,750	0			
4890 PARK BENCHES	0	200		200	1,030	133	897	-830	515	-1,030	396	
4891 LITTER/SALT BINS, BOLLARDS & RAILINGS	0	3,000		3,000	2,830	2,000	830	170	94	-653	390	
4895 TOURIST INFORMATION	3,849	10,000		10,000	7,307	6,667	640	2,693	73			
4900 MAINTENANCE OF PUBLIC CLOCKS	785	500		500	0	333	-333	500	0			
4901 MAINTENANCE OF MEMORIALS	2,828	2,500		2,500	1,950	1,667	283	550	78			
4903 TELEPHONE BOX	57	100		100	34	67	-33	66	34			
4904 CCTV MONITORING	25,000	25,500		25,500	12,500	12,750	-250	13,000	49			
4905 CCTV MAINTENANCE	42,818	15,000		15,000	441	10,000	-9,559	14,559	3			
4998 AIR SHOW/ARMED FORCES' DAY	0	22,800		22,800	0	0	0	22,800	0			
4999 CONTINGENCY	2,040	3,000		3,000	29	2,000	-1,971	2,971	1			
<b>TOTAL SERVICES EXPENDITURE</b>	<b>281,761</b>	<b>284,650</b>	<b>0</b>	<b>284,650</b>	<b>105,385</b>	<b>114,350</b>	<b>-8,965</b>	<b>179,265</b>	<b>37</b>			

FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2020/2021													
	ACTUALS 2019/2020	ORIGINAL BUDGET 2020/2021	VIREMENTS 2020/2021	REVISED BUDGET 2020/2021	ACTUALS TO 30 NOV 2020/2021	BUDGET TO 30 NOV 2020/2021	VARIANCE TO 30 NOV 2020/2021	TOTAL BUDGET REMAINING 2020/2021	% OF BUDGET TO DATE 2020/2021	INC/EXP TO/(FROM) RESERVES FOR INFO.	RESERVE CODE(S)		
CODE													
1002	ALLOTMENT RENTS PFR	-4,943	-5,000	-5,000	-5,260	-5,000	-260	260	105				
1003	ALLOTMENT RENTS TKL	-4,857	-4,800	-4,800	-4,804	-4,800	-4	4	100				
1004	OTHER INCOME (SERVICES)	-13,684	0	0	-28,861	0	-28,861	28,861	0	28,011	365,406		
	<b>TOTAL SERVICES INCOME</b>	<b>-23,484</b>	<b>-9,800</b>	<b>0</b>	<b>-38,925</b>	<b>-9,800</b>	<b>-29,125</b>	<b>29,125</b>	<b>397</b>				
	<b>NET SERVICES EXPENDITURE/INCOME</b>	<b>258,277</b>	<b>274,850</b>	<b>0</b>	<b>66,460</b>	<b>104,550</b>	<b>-38,090</b>	<b>208,390</b>	<b>24</b>				
<b>401</b>	<b>FEES</b>												
4713	CONSULTANTS FEES	11,790	0	0	0	0	0	0	0				
4714	EXTERNAL AUDIT FEES	1,600	2,000	2,000	2,000	2,000	0	0	100				
4715	INTERNAL AUDIT FEES	1,307	1,500	1,500	877	880	-3	623	58				
4716	LEGAL FEES	0	0	0	0	0	0	0	0				
4717	CARD RECEIPTS FEES	835	940	940	3	627	-624	937	0				
4718	SECURITY - TOWN HALL (£12,900 from Reserve)	19,035	10,000	10,000	0	6,667	-6,667	10,000	0				
	<b>TOTAL FEES</b>	<b>34,567</b>	<b>14,440</b>	<b>0</b>	<b>2,880</b>	<b>10,173</b>	<b>-7,293</b>	<b>11,560</b>	<b>20</b>				
<b>402</b>	<b>MUSEUM/HERITAGE</b>												
5006	M/H TRAINING	284	700	700	0	467	-467	700	0				
5007	M/H SUBSCRIPTIONS	139	450	450	268	300	-32	182	60				
5009	M/H ADVERTISING FOR STAFF	648	0	0	0	0	0	0	0				
5010	M/H EQUIPMENT/FURNITURE	3,931	400	400	2,050	267	1,783	-1,650	513				
5011	M/H EXHIBIT REPAIRS	0	200	200	0	133	-133	200	0				
5012	M/H HISTORIC COSTUMES	2,163	250	250	0	167	-167	250	0				
5013	M/H NEW EXHIBITS	550	0	0	1,354	0	1,354	-1,354	0				
5030	M/H MATERIALS	242	1,500	1,500	880	1,000	-120	620	59				
5031	M/H PUBLICITY & PROMOTION	1,241	1,000	1,000	2	667	-665	998	0				
5032	M/H EVALUATION/PRESS COVERAGE	0	500	500	0	333	-333	500	0				
5033	M/H LEAFLETS/PUBLICATIONS	132	1,000	1,000	1,200	667	533	-200	120				
5035	M/H MERCHANDISE	2,602	2,000	2,000	0	1,333	-1,333	2,000	0				
5040	M/H SERVICES	10,928	1,500	1,500	4,601	1,000	3,601	-3,101	307				
5041	M/H EVENTS	5,050	5,000	5,000	0	3,333	-3,333	5,000	0				
5042	M/H EXHIBITIONS	1,203	4,000	4,000	417	2,667	-2,250	3,583	10				
5043	M/H EDUCATION RESOURCES	6,099	500	500	2,861	333	2,528	-2,361	572				
5044	M/H WORKSHOPS	4,351	4,000	4,000	79	2,667	-2,588	3,921	2				
5070	M/H VOLUNTEERS EXPENSES	36	0	0	0	0	0	0	0				
5090	M/H HOSPITALITY	39	500	500	0	333	-333	500	0				
5091	M/H PROFESSIONAL FEES	52,323	6,000	6,000	32,136	4,000	28,136	-26,136	536				
5092	MUSEUM/ASSN. PROJECT	0	0	0	0	0	0	0	0				
5099	CONT. TO MUSEUM/HERITAGE RESERVE	0	0	0	0	0	0	0	0				

FOLKESTONE TOWN COUNCIL - EXPENDITURE/INCOME 2020/2021												
	ACTUALS 2019/2020	ORIGINAL BUDGET 2020/2021	VIREMENTS 2020/2021	REVISED BUDGET 2020/2021	ACTUALS TO 30 NOV 2020/2021	BUDGET TO 30 NOV 2020/2021	VARIANCE TO 30 NOV 2020/2021	TOTAL BUDGET REMAINING 2020/2021	% OF BUDGET TO DATE 2020/2021	INC/EXP TO/(FROM) RESERVES FOR INFO.	RESERVE CODE(S)	
CODE												
<b>New Building Work:</b>												
6001	0	0	0	0	0	0	0	0	0			
6002	0	0	0	0	0	0	0	0	0			
6003	0	0	0	0	0	0	0	0	0			
6004	675	0	0	0	0	0	0	0	0			
6005	0	0	0	0	0	0	0	0	0			
6006	0	0	0	0	0	0	0	0	0			
6007	4,150	0	0	0	0	0	0	0	0			
6008	0	0	0	0	0	0	0	0	0			
<b>Other Capital Work:</b>												
6010	0	0	0	0	0	0	0	0	0			
6011	0	0	0	0	0	0	0	0	0			
6012	2,280	0	0	0	0	0	0	0	0			
<b>Equipment &amp; Materials:</b>												
6020	0	0	0	0	0	0	0	0	0			
6021	0	0	0	0	0	0	0	0	0			
6023	0	0	0	0	0	0	0	0	0			
<b>Professional Fees</b>												
6030	0	0	0	0	0	0	0	0	0			
6031	0	0	0	0	0	0	0	0	0			
6032	570	0	0	0	0	0	0	0	0			
6033	0	0	0	0	0	0	0	0	0			
6034	0	0	0	0	0	0	0	0	0			
6035	0	0	0	0	0	0	0	0	0			
6036	0	0	0	0	0	0	0	0	0			
6037	0	0	0	0	0	0	0	0	0			
6038	0	0	0	0	0	0	0	0	0			
6039	0	0	0	0	0	0	0	0	0			
TOTAL MUSEUM/HERITAGE EXPENDITURE	99,636	29,500	0	29,500	45,848	19,667	26,181	-16,348	155			

[illegible]



<b>RESERVES &amp; PROVISIONS AT 30 NOVEMBER 2020</b>			
		<b>BALANCE</b>	<b>BALANCE</b>
<b>CODE</b>		<b>AT 1/4/20</b>	<b>AT 30/11/20</b>
		<b>£</b>	<b>£</b>
<b>310</b>	GENERAL FUND	114,664	114,664
<b>340</b>	NEW SERVICES RESERVE	99,240	98,360
<b>362</b>	MUSEUM/HERITAGE RESERVE	220,564	289,504
<b>363</b>	TOURISM RESERVE	4,735	4,735
<b>365</b>	BUS SHELTERS	9,000	3,855
<b>383</b>	WARD GRANTS RESERVE	9,792	9,792
<b>385</b>	TOWN GRANTS RESERVE	1,096	1,096
<b>386</b>	FTC ELECTIONS	0	0
<b>387</b>	ARMED FORCES' DAY RESERVE	0	0
<b>390</b>	SALT BINS	6,313	7,110
<b>392</b>	LEAS FLOWER POWER	0	0
<b>393</b>	ANTI-LITTER CAMPAIGN	2,000	2,000
<b>396</b>	BENCHES	0	40
<b>403</b>	CCTV EQUIPMENT/MAINTENANCE	19,657	19,657
<b>404</b>	CHRISTMAS EVENT (FTC)	0	0
<b>405</b>	CHRISTMAS EVENT (CHERITON)	3,367	3,367
<b>406</b>	NEIGHBOURHOOD FUND	0	22,011
<b>407</b>	LUNCHESES FOR CHILDREN	0	2,387
<b>408</b>	CHRISTMAS GIFTS FOR CHILDREN	0	1,900
<b>499</b>	PROVISION FOR OUTSTANDING INVOICES	5,166	5,134
<b>TOTAL</b>		<b>495,594</b>	<b>585,612</b>

Date: 02/12/2020

Folkestone Town Council Current Year

Page 1

Time: 14:03

**Bank Reconciliation Statement as at 30/11/2020  
for Cashbook 1 - Current Bank Account**

User: PJC

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
HSBC Current Account	30/11/2020	416	74,815.10
			<hr/> 74,815.10
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
17/12/2019 104795 East Kent College		80.00	
			<hr/> 80.00
			74,735.10
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<hr/> 0.00
			74,735.10
		<b>Balance per Cash Book is :-</b>	<b>74,735.10</b>
		<b>Difference is :-</b>	<b>0.00</b>

This report will be made public on  
10<sup>th</sup> December 2020

## Folkestone Town Council



Report Number **F/20/276**

**To:** Finance & General Purposes Committee  
**Date:** 17<sup>th</sup> December 2020  
**Status:** Public Report  
**Responsible Officer:** Town Clerk

### **SUBJECT: CCTV**

### **SUMMARY:**

Folkestone Town Council officially took over responsibility of the town's public realm CCTV on the 16<sup>th</sup> July 2014 and developed a fit for purpose system that has been extended since. This report provides an update on Council's Public Realm CCTV provision.

### **REASONS FOR RECOMMENDATION:**

**The Council is asked to consider the following report because:**

The ongoing costs for monitoring and maintaining a fit for purpose CCTV system, need to be accounted for in future budgets.

### **RECOMMENDATIONS:**

- 1. To receive and note Report F/20/276**
- 2. To authorise the Town Clerk to sign the Deed accepting the High St Grant from Folkestone & Hythe District Council to deliver the CCTV expansion project.**
- 3. To release funding from the CCTV reserve to meet the costs of additional cameras and associated supplies not covered by the High St Grant.**

Aims and Objectives – To comply with Best Value and Quality Council legislation.  
 Financial Implications – £40,000 annual budget for monitoring and maintenance plus grant funding for new infrastructure and reserves.  
 Equal Opportunities – Equal opportunities for all.

## **1. Introduction**

At the ordinary meeting of Folkestone Town Council on the 10<sup>th</sup> September 2020 it was resolved at minute 1734. PUBLIC QUESTIONS that an annual report be prepared for Finance & General Purposes to consider additional CCTV, this report aims to provide an update on Council's Public Realm CCTV provision.

## **2. Maintenance**

The Public Realm CCTV system is currently maintained under a rolling 3 year Proactive Maintenance Engineers contract with Clearview Communications which includes fortnightly preventative maintenance visits and all reactive call-outs (dealt with during the next proactive maintenance engineer visit) at a cost of £15,860.00 per annum ex VAT for 36 public realm cameras. Additional benefits include a locally based engineer to help reduce the carbon footprint and the ability to utilise the Proactive Engineers' labour for small works and installations.

## **3. Monitoring**

25 of the cameras are monitored by Ashford Monitoring Centre 24/7 356 days a year.

Appendix A lists the existing cameras and shows which ones are monitored and their current status.

The graphs at Appendix B show the incident types and outcomes between April and November 2020.

## **4. Requests for Additional Resources**

Over the past few months we have had requests to extend the scheme:

- The Police and FHDC CSU have requested access to the cameras remotely for viewing and downloading data.
- Council received a request from a resident in the Bayle for additional CCTV at the Parade and the Bayle Steps due to ongoing antisocial behaviour, this area has also been highlighted by ward members and FHDC CSU.
- Police and FHDC CSU have highlighted the need for cameras on Guildhall Street, St Eanswythe Way, Darby Place, Peto Close/Viaduct, Cheriton Park, Plydell Gardens and Cheriton Place.
- FHDC Economic Development Team have requested 2 cameras by the new beach huts on the seafront due to vandalism.

- FHDC CSU and Councillors have requested 3 cameras in Canterbury Road Rec due to ongoing antisocial behaviour.

## 5. Grant Funding

In October 2019, the Town Clerk made an application to Folkestone & Hythe District Council for funding via the High Street Fund to extend the existing CCTV scheme as follows:

- Installation of up to 19 CCTV cameras in Folkestone Town Centre
- Installation of 7 cameras in Cheriton Road, Cheriton High Street
- Installation of wireless links along Cheriton Road
- Installation of NVR & Back up NVR Recorders

The application was approved in principle subject to providing additional information, which was submitted accordingly, unfortunately due to the timings of the district's meetings and the subsequent coronavirus pandemic no grant agreement was forthcoming, this has now been received and therefore the Town Clerk has sought approval to sign the deed to accept the grant. All work has to be completed prior to the funding being released.

## 6. Budget Implications

The following costs are for new infrastructure installed by proactive engineer which are covered by the FHDC High St grant funding:

- 2no PTZ's in Guildhall St/Sandgate Road one at the front of the town hall the other near Café Luca. £3,500
- 1no Bullet camera & 1no PTZ at The Leas £2,500
- 2no Bullet cameras & 1no PTZ at The Bayle Parade and Steps £2,500
- 1no Bullet camera & 1no PTZ at Pleydell Gardens/Cheriton Place £3,500

\* the above figures include associated power supplies and cherry picker.

- a Redeployable PTZ Camera and associated infrastructure. £8,690
- 2no 64 Channel NVRs with HIK Connect £2,952
- Wireless Links and additional cameras ready for deployment £4,358
- 1no PTZ camera in Darby Place £2,000
- Reimbursement allocation for Cheriton works already completed £20,000

FHDC Economic Development Team have provided a PO covering the cost of:

- 1no PTZ camera and 1no Bullet Camera with associated power supplies on the seafront in the vicinity of the new beach huts. £2,410

FTC would need to fund the following as they are outside the scope of the High St Grant area, it is therefore recommended that ward grants and reserves are used to deliver these works:

- 3no PTZ cameras in Canterbury Road Rec £8,500
- 2no PTZ cameras in Cheriton Park £6,000
- 2no PTZ cameras in Peto Close/Viaduct £6,000

\* the above figures include estimated costs for wireless links, associated power supplies and a cherry picker.

## 7. Conclusion

In conclusion, by accepting the High St Grant Funding and being reimbursed for the works already completed in Cheriton which would go into the CCTV reserve, there is sufficient funding to deliver all the requests received to date.

## Appendix A

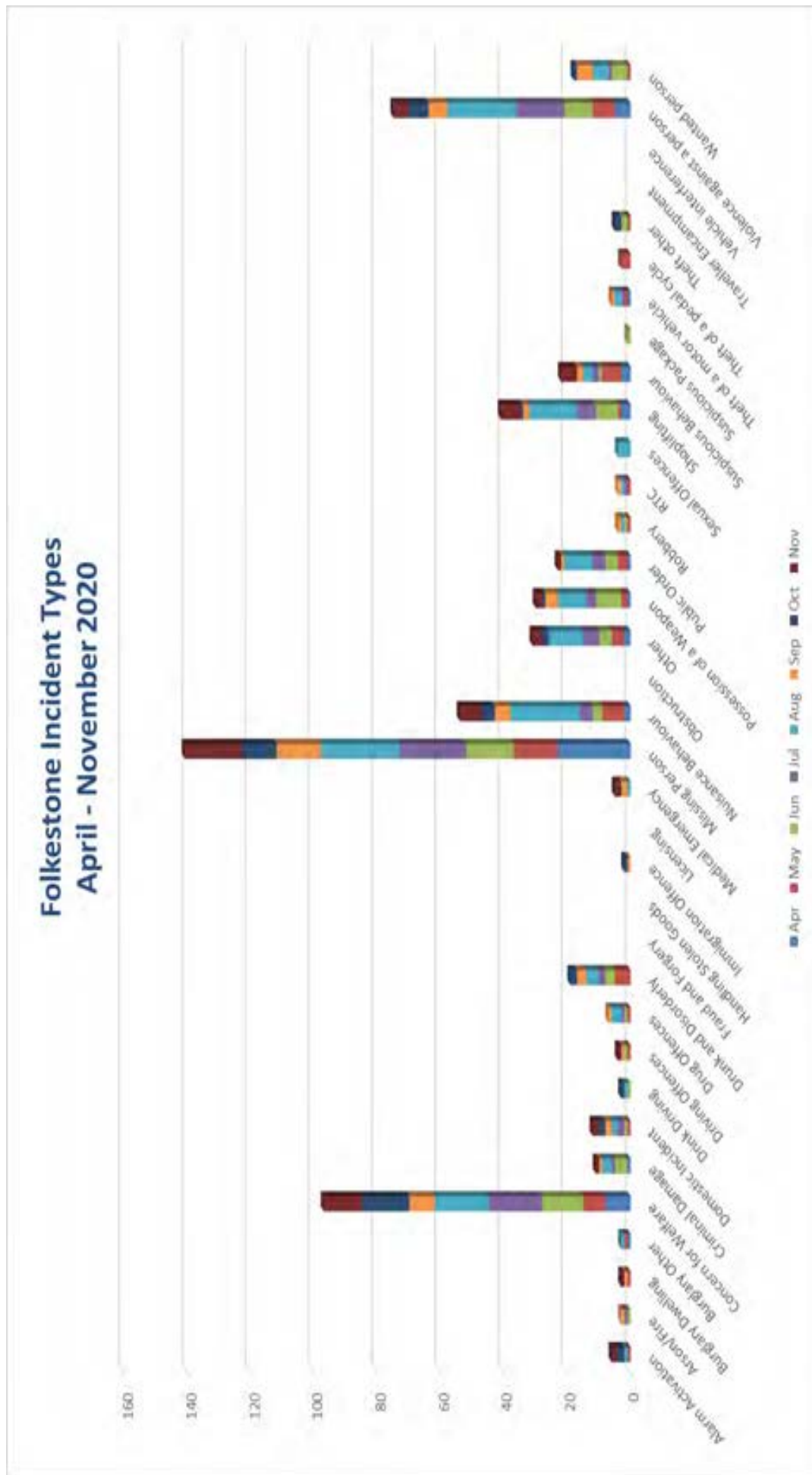
	LOCATION	REFERENCE	MONITORED	STATUS
1	Lower Sandgate Rd, Folkestone CT20 2JP	CC38		Fully Functional
2	Lower Sandgate Rd, Folkestone CT20 2JP	CC39		Fully Functional
3	Lower Sandgate Rd, Folkestone CT20 2JP	CC40	√	Fully Functional
4	Lower Sandgate Rd, Folkestone CT20 2JP	CC41		Fully Functional
5	Lower Sandgate Rd, Folkestone CT20 2JP	CC42		Fully Functional
6	Lower Sandgate Rd, Folkestone CT20 2JP	CC43	√	Fully Functional
7	148 Cheriton Road, Folkestone	Cheriton Road C1 - Morrisons	√	Fully Functional
8	272 Cheriton Road, Folkestone	Cheriton Road C2 - 272		Fully Functional
9	293 Cheriton Road, Folkestone	Cheriton Road C3 - Motorcycles		Fully Functional
10	352 Cheriton Road, Folkestone	Cheriton Road C4 - Posh Wash	√	Fully Functional
11	9 Cheriton High Street, Folkestone	Cheriton Road C5 - Jinti		Fully Functional
12	38 Cheriton High Street, Folkestone	Cheriton Road C6 - Post	√	Fully Functional
13	64 Cheriton High Street, Folkestone	Cheriton Road C7 - Library	√	Fully Functional
14	St Eanswythe School, Church Street, Folkestone	St Eanswythes C1	√	Fully Functional
15	Saga Building, Middelburg Sq, Folkestone CT20 1AZ	FC1	√	Fully Functional
16	24 Rendezvous St, Folkestone CT20 1EZ	FC10	√	Fully Functional
17	Guildhall Street, Folkestone	FC11	√	Fully Functional
18	Guildhall Street, Folkestone	FC12	√	Fully Functional
19	36 Sandgate Rd, Folkestone CT20 1DP	FC14		Fully Functional
20	69 Sandgate Rd, Folkestone CT20 2AF	FC15	√	Fully Functional
21	22-26 The Leas, Folkestone CT20 2DR	FC16	√	Fully Functional
22	100-102 Cheriton Rd, Folkestone CT20 2QN	FC17	√	Fully Functional
23	Guildhall Street, Folkestone	FC2	√	Fully Functional

24	Payers Park, Folkestone CT20 1EZ	FC20	√	Fully Functional
25	151 Sandgate Rd, Folkestone CT20 2DA	FC23	√	Fully Functional
26	150 Sandgate Rd, Folkestone CT20 2DA	FC25		Fully Functional
27	13 Castle Hill Ave, Folkestone CT20 2TD	FC26	√	Fully Functional
28	Burstin, Lower Sandgate Road, Folkestone	FC29	√	Fully Functional
29	Burstin, Marine Parade, Folkestone	FC30	√	Fully Functional
30	Burstin, Harbour Approach Road, Folkestone	FC31		Fully Functional
31	35 The Old High St, Folkestone CT20 1RL	FC5	√	Fully Functional
32	2-8 Tontine St, Folkestone CT20 1JU	FC7	√	Fully Functional
33	49 Tontine St, Folkestone CT20 1JT	FC8		Fully Functional
34	81 Tontine St, Folkestone CT20 1JR	FC9	√	Fully Functional
35	Tearoom, Radnor Park Road, CT19 5AU Folkestone	Radnor Park C1	√	Fully Functional
36	Tearoom, Radnor Park Road, CT19 5AU Folkestone	Radnor Park C2	√	Fully Functional

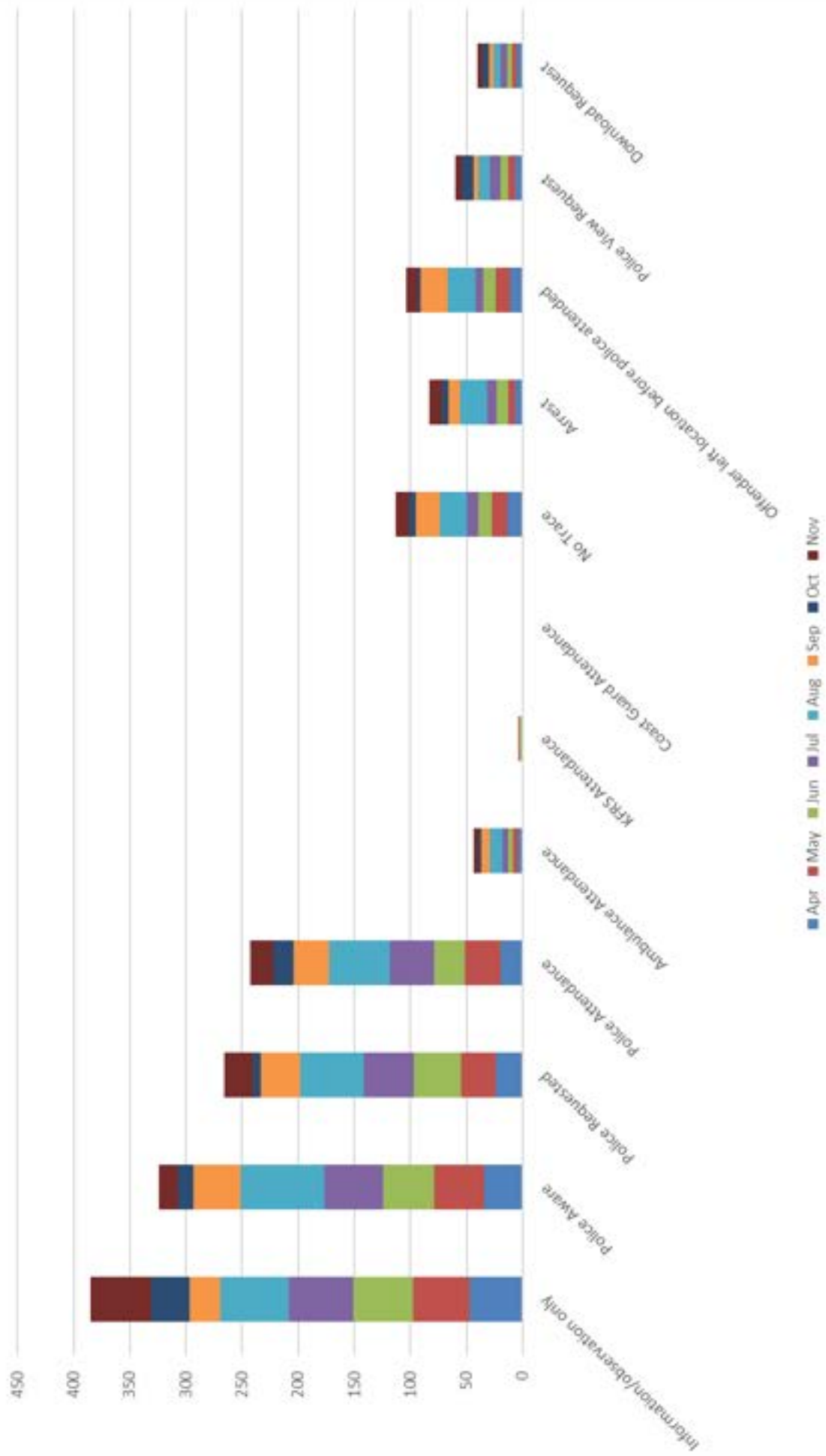


## Appendix B

The following graphs show 2020 incident types and outcomes to date.



## CCTV Outcomes April - November 2020



**APPROVED WARD GRANTS**  
**1/10/20-30/11/20**

<b>DATE</b>	<b>RECIPIENT</b>	<b>PURPOSE</b>	<b>WARD</b>	<b>POWER</b>	<b>AMOUNT</b>
<b>APPROVED</b>			<b>CLLR</b>		<b>AWARDED</b>
06/10/2020	Salvation Army	Feeding the Homeless	A.Berry	LGA 72, Sec 145	£100.00
06/10/2020	Incredible Edible Cheriton & Broadmead	Planter Project, Cheriton High Street	B.Walker	LGA 72, Sec 133	£50.00
06/10/2020	Salvation Army	Feeding the Homeless	B.Walker	LGA 72, Sec 145	£100.00
08/10/2020	Folkestone Town Council	Refurbishment of Bench	T.Prater	Highways Act 1980, Secs 43 & 50	£130.00
08/10/2020	Kent County Council	Bus Shelter	B.Walker	Highways Act 1980, Secs 43 & 50	£100.00
08/10/2020	Kent County Council	Bus Shelter	C. McConville	Highways Act 1980, Secs 43 & 50	£75.00
08/10/2020	Kent County Council	Bus Shelter	D. Jeffrey	Highways Act 1980, Secs 43 & 50	£75.00
08/10/2020	Kent County Council	Bus Shelter	J. Graham	Highways Act 1980, Secs 43 & 50	£300.00
08/10/2020	Kent County Council	Bus Shelter	J. Meade	Highways Act 1980, Secs 43 & 50	£200.00
08/10/2020	Kent County Council	Bus Shelter	M. Keutenius	Highways Act 1980, Secs 43 & 50	£150.00
08/10/2020	Kent County Council	Bus Shelter	N. Keen	Highways Act 1980, Secs 43 & 50	£150.00
08/10/2020	Kent County Council	Bus Shelter	P. Bingham	Highways Act 1980, Secs 43 & 50	£150.00
08/10/2020	Kent County Council	Bus Shelter	P. Gane	Highways Act 1980, Secs 43 & 50	£150.00
08/10/2020	Kent County Council	Bus Shelter	R. West	Highways Act 1980, Secs 43 & 50	£200.00
08/10/2020	Kent County Council	Bus Shelter	T. Prater	Highways Act 1980, Secs 43 & 50	£300.00
12/10/2020	Folkestone Town Council	Refurbishment of Bench	B. Walker	Highways Act 1980, Secs 43 & 50	£130.00
12/10/2020	Folkestone Town Council	Refurbishment of Bench	D. Horton	Highways Act 1980, Secs 43 & 50	£130.00
12/10/2020	Folkestone Town Council	Refurbishment of Bench	A. Berry	Highways Act 1980, Secs 43 & 50	£130.00
12/10/2020	Folkestone Town Council	Refurbishment of Bench	P. Bingham	Highways Act 1980, Secs 43 & 50	£130.00
12/10/2020	Folkestone Town Council	Refurbishment of Bench	A. Akuffo-Kelly	Highways Act 1980, Secs 43 & 50	£130.00
12/10/2020	Folkestone Town Council	Refurbishment of Bench	J. Graham	Highways Act 1980, Secs 43 & 50	£130.00
12/10/2020	Folkestone Town Council	Refurbishment of Bench	R. Wallace	Highways Act 1980, Secs 43 & 50	£130.00
12/10/2020	Folkestone Fishing and Heritage Group	Folkestone Fishing History Project	N. Keen	LGA 72, Sec 145	£200.00
16/10/2020	Folkestone Leas Lift CIC	Lift Café	M. Lawes	LGA 72, Sec 145	£187.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	D. Jeffrey	LGA 72, Sec 137	£300.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	P. Bingham	LGA 72, Sec 137	£200.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	R. Wallace	LGA 72, Sec 137	£150.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	A. Akuffo-Kelly	LGA 72, Sec 137	£100.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	N. Keen	LGA 72, Sec 137	£150.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	P. Gane	LGA 72, Sec 137	£150.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	R. West	LGA 72, Sec 137	£150.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	J. Graham	LGA 72, Sec 137	£300.00

**APPROVED WARD GRANTS**  
**1/10/20-30/11/20**

06/11/2020	Folkestone Town Council	Packed Lunches for Children	D.Horton	LGA 72, Sec 137	£200.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	A.Berry	LGA 72, Sec 137	£300.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	B.Walker	LGA 72, Sec 137	£80.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	M.Keutenius	LGA 72, Sec 137	£150.00
06/11/2020	Folkestone Town Council	Packed Lunches for Children	R.Field	LGA 72, Sec 137	£150.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	R.Field	LGA 72, Sec 137	£200.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	A.Berry	LGA 72, Sec 137	£100.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	J.Meade	LGA 72, Sec 137	£100.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	P.Bingham	LGA 72, Sec 137	£100.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	M.Keutenius	LGA 72, Sec 137	£250.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	A.Akuffo-Kelly	LGA 72, Sec 137	£200.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	J.Graham	LGA 72, Sec 137	£300.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	D.Jeffrey	LGA 72, Sec 137	£100.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	B.Walker	LGA 72, Sec 137	£150.00
03/12/2020	Folkestone Town Council	Christmas Gifts for Children	C.McConville	LGA 72, Sec 137	£200.00



PAYMENTS FOR APPROVAL

Ref	Date Approved	Name Of Organisation	Amount Granted	Date Paid	Remaining Balance
OPENING BALANCE					£20,000.00
CG0001	01/04/2020	Oh Crumbs!	£500.00	07/04/2020	£19,500.00
CG0002	01/04/2020	Academy FM Folkestone	£500.00	07/04/2020	£19,000.00
CG0003	03/04/2020	Kent Search & Rescue	£500.00	08/04/2020	£18,500.00
CG0004	06/04/2020	Folk. Owl Rescue Sanctuary (B.J.Maxted)	£200.00	08/04/2020	£18,300.00
CG0005	06/04/2020	Rainbow Centre	£500.00	08/04/2020	£17,800.00
CG0006	09/04/2020	British Red Cross	£500.00	16/04/2020	£17,300.00
CG0007	09/04/2020	Action In Homelessness	£500.00	16/04/2020	£16,800.00
CG0008	09/04/2020	Headway East Kent	£500.00	16/04/2020	£16,300.00
CG0009	16/04/2020	Salvation Army (Quote Ref: FO01/14010/GA1FHTC)	£500.00	21/04/2020	£15,800.00
CG0010	17/04/2020	Living Words Arts	£500.00	21/04/2020	£15,300.00
CG0011	21/04/2020	Folkestone Nepalese Community	£500.00	28/04/2020	£14,800.00
CG0012	22/04/2020	Headway East Kent	£500.00	28/04/2020	£14,300.00
CG0013	06/05/2020	Folkestone Nepalese Community	£500.00	13/05/2020	£13,800.00
CG0014	22/05/2020	Social Enterprise Kent CIC	£500.00	27/05/2020	£13,300.00
CG0015	26/05/2020	Sunflower House	£485.00	29/05/2020	£12,815.00
CG0016	29/05/2020	Age UK Folkestone	£500.00	02/06/2020	£12,315.00
CG0017	05/06/2020	Folk. Owl Rescue Sanctuary (B.J.Maxted)	£500.00	09/06/2020	£11,815.00
CG0018	25/09/2020	Salvation Army (Quote Ref: FO01/14010/GA1FHTC)	£500.00	29/09/2020	£11,315.00
CG0019	08/10/2020	Folkestone Baptist Church	£500.00	12/10/2020	£10,815.00
CG0020	28/10/2020	Folkestone Churches Winter Shelter (Rainbow Centre)	£500.00	30/10/2020	£10,315.00
CG0021	28/10/2020	Folkestone Churches Winter Shelter (Rainbow Centre)	£500.00	30/10/2020	£9,815.00
CG0022	20/11/2020	Shepway Leisure	£500.00	24/11/2020	£9,315.00
Note: Grants to be funded from Town Grants (£10,000) and New Services Reserve (£10,000). Code 4874-301					

This report will be made public on 11 December 2020



Report Number **F/20/275**

**To: Finance and General Purposes Committee**  
**Date: 17 December 2020**  
**Status: Public Report**

**Responsible Officer: Town Clerk**

**Subject: FOLKESTONE TOWN COUNCIL – PROJECTED OUTTURN FOR 2020/21, BASE BUDGET AND GROWTH ITEMS FOR 2021/22**

**SUMMARY:**

This report projects the likely expenditure/income for the Council's revenue budget for 2020/21 and presents figures for a draft revenue budget for 2021/22, including proposed growth items for the Committee's consideration.

**REASONS FOR RECOMMENDATION**

The Committee is asked to consider the recommendations set out below because:

- i. the Council will need to agree a precept at its meeting on 14 January 2021.
- ii. the Council needs to identify a revenue budget, including growth items, for 2021/22.
- iii. the Committee closely monitors actual expenditure against approved budgets.
- iv. appropriate provision needs to be made to provide funding for approved growth services.

**RECOMMENDATIONS:**

- 1. To receive and note Report F/20/275.**
- 2. To determine the 2021/22 budget and to recommend the appropriate level of precept to the full Council in January 2021.**

*Aims and Objectives – To comply with Best Value and Quality Council legislation.*  
*Financial Implications – An underspend of around £83,000 is estimated for 2020/21.*

*Equal Opportunities – Equal access to services for all.*

*Environmental Impact – The environmental impact has been considered in the preparation of all budgets.*

## **1. INTRODUCTION AND BACKGROUND**

- 1.1 The Council has agreed a financial timetable to ensure that the precept is confirmed and notified to the Principal Council – Folkestone & Hythe District Council – in accordance with statutory dates.
- 1.2 As part of the Council's detailed monitoring of its revenue budget, the attached appendix projects expenditure to show a likely outturn for 2020/21, together with a projected draft base budget for 2021/22 and proposed growth items which have been considered by service committees and put forward tonight. For clarity, these are also listed separately.
- 1.3 The Committee needs to take into account the proposed level of increases for growth which, when added to the base budget, will determine the level of precept for 2021/22.

## **2. PROJECTED OUTTURN 2020/21**

- 2.1 The projected net revenue expenditure for the current year (2020/21), based on figures at the end of October 2020, is estimated to be around £791,000 (including transfers to/from reserves). This would represent an underspend of about £83,000, which will go into the Council's General Reserve in line with the advice of the Internal Auditor.

## **3. BASE BUDGET 2021/22**

- 3.1 The base revenue budget for 2021/22, before any approved growth, is estimated to be £847,950 (including inflation). This represents a decrease of approximately 3% on last year's budget of £873,950.

## **4. PROPOSED GROWTH ITEMS 2021/22**

- 4.1 The attached Appendix shows proposed growth items received to date from all Committees and includes £25,000 in respect of play areas, which the Town Council has committed to take over from the District Council. It also indicates whether this is recurring or non-recurring (one-off) expenditure. If all proposed growth items are approved, the base revenue budget will be £884,350, an increase of 1.2%.

## **5. PRECEPT**

- 5.2 Should the Property Tax Base remain unchanged (currently 14,445.85), a precept of £884,350 would represent an increase of 1.2%. The annual charge for a Band D property would be £61.22 (£1.18 per week). This represents an increase of £0.72 per year (about 1.4p per week).



## **6. RECOMMENDATION**

- 6.1 In view of the uncertainty regarding the forthcoming year and the probability that not all Council events will be able to take place, it is possible that the full budget will not be spent. It is therefore advised that the Council considers maintaining its present level of precept, £873,950 (i.e. a zero increase). In the event that the full budget is spent, any additional funding could be comfortably met from reserves.
- 6.2 The Finance and General Purposes Committee is asked to determine the budget and to recommend the required precept to the full Council.

**PROPOSED GROWTH ITEMS 2021/22**

**FINANCE AND GENERAL PURPOSES**

<i>Service</i>	<i>Project</i>	<i>Expenditure Code</i>	<i>Existing Budget</i>	<i>Recurring Revenue Growth</i>	<i>Non-Recurring Revenue Growth</i>	<i>Total Growth Items</i>
Staff Wellbeing	Staff Wellbeing	4004-101	£0	£3,000		£3,000
Staff Training	Staff Training	4006-101	£2,500	£500		£500
HR/H&S Management Fees	Human Resources/Health & Safety Management	4014-101	£0	£1,900		£1,900
<b>TOTAL</b>				£5,400	£0	<b>£5,400</b>

**COMMUNITY SERVICES/FULL COUNCIL**

<i>Service</i>	<i>Project</i>	<i>Expenditure Code</i>	<i>Existing Budget</i>	<i>Recurring Revenue Growth</i>	<i>Non-Recurring Revenue Growth</i>	<i>Total Growth Items</i>
Notice/Information/Heritage Boards	Heritage Board	4851-301	£1,000		£6,000	£6,000
Parks & Gardens - Play Areas	Play Areas	4885-301	£0	£25,000		£25,000
<b>TOTAL</b>				£25,000	£6,000	<b>£31,000</b>

**GRAND TOTAL**

£30,400      £6,000      **£36,400**

FOLKESTONE TOWN COUNCIL - DRAFT BUDGET 2021/2022										
CODE		BASE BUDGET 2020/2021	ESTIMATED OUTTURN 2020/2021	ADJUSTED BASE BUDGET 2021/2022	INFLATION	RECURRING REVENUE GROWTH 2021/2022	NON-REC'G GROWTH ITEMS 2021/2022			BUDGET 2021/2022
		£	£	£	£	£	£			£
101	ADMINISTRATION									
4001	SALARIES, PENSIONS & NI	414,500	410,000	416,000						416,000
4004	STAFF WELLBEING	0	0	0		3,000				3,000
4005	AGENCY STAFF	1,000	0	0						0
4006	TRAINING (Staff)	2,500	2,500	2,500		500				3,000
4010	EQUIPMENT/FURNITURE NEW	2,000	2,000	2,000						2,000
4013	BANK CHARGES	500	300	300						300
4014	HR/H&S MANAGEMENT FEES	0	1,900	0		1,900				1,900
4021	PRINTING	500	500	500						500
4022	STATIONERY	1,000	500	1,000						1,000
4024	PHOTOCOPYING	1,600	1,400	1,400						1,400
4025	POSTAGE	1,800	1,000	1,000						1,000
4026	TELECOMMUNICATION SERVICES	4,000	4,000	2,400						2,400
4060	ICT SUPPORT	12,500	15,000	15,000						15,000
4070	MISCELLANEOUS SUBSCRIPTIONS	330	370	370	10					380
4071	CINQUE PORT FEDERATION SUB	330	330	330	10					340
4072	SOCIETY OF LOCAL COUNCIL CLERKS	520	520	520	10					530
4073	KENT ASSOC. OF LOCAL COUNCILS	2,060	2,250	2,250	50					2,300
4080	PUBLIC TRANSPORT & CAR PARKS	250	150	250						250
4103	SUBSISTENCE ALLOWANCES	200	100	200						200
4104	CAR ALLOWANCES (Staff)	1,600	1,600	1,600						1,600
4105	CAR ALLOWANCES (Volunteers)	50	50	50						50
4712	ACCOUNTANCY SUPPORT	570	570	570	20					590
4720	TO ALLOTMENTS ADMINISTRATION (4503)	-4,100	-4,100	-4,100						-4,100
	TOTAL ADMIN. EXPENDITURE	443,710	440,940	444,140	100	5,400	0			449,640
1190	INVESTMENT INTEREST	-3,000	-200	-200						-200
1199	OTHER INCOME	0	0	0						0
	TOTAL ADMIN. INCOME	-3,000	-200	-200	0	0	0			-200
	NET ADMIN. EXPENDITURE/INCOME	440,710	440,740	443,940	100	5,400	0			449,440
102	DEMOCRATIC COSTS									
4007	TRAINING/CONFERENCE EXPS (Cllrs.)	500	500	500						500
4081	CAR ALLOWANCES (Cllrs)	100	100	100						100
4950	FTC REF/ELECTION FEES	0	0	0						0
4951	FOLK TC REF/ELECTIONS (To Reserve)	10,200	10,200	10,200						10,200
	TOTAL DEMOCRATIC COSTS EXP.	10,800	10,800	10,800	0	0	0			10,800

FOLKESTONE TOWN COUNCIL - DRAFT BUDGET 2021/2022									
CODE		BASE BUDGET 2020/2021	ESTIMATED OUTTURN 2020/2021	ADJUSTED BASE BUDGET 2021/2022	INFLATION	RECURRING REVENUE GROWTH 2021/2022	NON-REC'G GROWTH ITEMS 2021/2022	BUDGET 2021/2022	BUDGET 2021/2022
		£	£	£	£	£	£	£	£
<b>103 MAYORALTY</b>									
4011	CLOTHING & UNIFORMS	600	600	600				600	
4170	REGALIA - NEW	1,000	1,000	1,000				1,000	
4171	REGALIA - REPAIR & MAINT.	400	400	400				400	
4180	MAYOR'S INSTALLATION (Annual Meeting)	1,100	0	1,100				1,100	
4181	REMEMBRANCE EVENTS	2,300	0	2,300				2,300	
4182	CANADA DAY	2,550	1,100	2,550				2,550	
4183	WILLIAM HARVEY COMMEMORATION	650	0	650				650	
4184	HOLOCAUST DAY	320	0	320				320	
4185	CINQUE PORT WARDEN	100	100	100				100	
4249	COVER FOR CIVIC DRIVER	500	0	500				500	
4250	FUEL FOR CIVIC VEHICLE	500	500	500				500	
4251	MTC/SEVICE/REPAIRS - EXTERNAL	150	150	150				150	
4252	CAR INSURANCE	500	500	500				500	
4253	CIVIC VEHICLE - GEN. CONTRIBS.	3,000	2,990	3,000				3,000	
4255	MAYOR'S EXPENSES MAY-MAR	5,490	2,500	5,490				5,490	
4256	MAYOR'S EXPENSES APR-MAY	1,100	140	1,100				1,100	
4260	BURMA STAR (VJ DAY)	530	0	500				500	
4261	NORMANDY VETERANS	320	0	320				320	
	<b>TOTAL MAYORALTY EXPENDITURE</b>	<b>21,110</b>	<b>9,980</b>	<b>21,080</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,080</b>	
<b>1005</b>	<b>OTHER INCOME (MAYORALTY)</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>0</b>	
	<b>TOTAL PREMISES INCOME</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>NET PREMISES EXPENDITURE/INCOME</b>	<b>21,110</b>	<b>9,980</b>	<b>21,080</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,080</b>	
<b>201 PREMISES</b>									
4501	BUILDING REPS/MAINT	14,000	14,000	14,000				14,000	
4509	CLEANING	9,000	9,000	9,000				9,000	
4602	RATES	21,500	21,340	21,500	500			22,000	
4603	PWLB CAPITAL REPAYMENTS	22,140	23,230	23,250				23,250	
4604	PWLB INTEREST REPAYMENTS	17,160	16,080	16,050				16,050	
4615	SERVICES, HEATING & LIGHTING	9,200	9,200	10,000				10,000	
4617	SUNDRIES	2,500	2,500	2,500				2,500	
4620	HIRE OF FACILITIES (inc. Garage)	6,900	6,900	6,900	200			7,100	
	<b>FLOOD RELATED EXPENDITURE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>700</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>TOTAL PREMISES EXPENDITURE</b>	<b>102,400</b>	<b>102,250</b>	<b>103,200</b>	<b>700</b>	<b>0</b>	<b>0</b>	<b>103,900</b>	

FOLKESTONE TOWN COUNCIL - DRAFT BUDGET 2021/2022										
CODE		BASE BUDGET 2020/2021	ESTIMATED OUTTURN 2020/2021	ADJUSTED BASE BUDGET 2021/2022	INFLATION	RECURRING REVENUE GROWTH 2021/2022	NON-REC'G GROWTH ITEMS 2021/2022			BUDGET 2021/2022
		£	£	£	£	£	£			£
1010	RENTAL INCOME	-15,660	0	-15,660						-15,660
1020	PWLB INCOME	0	0	0						0
	<b>TOTAL PREMISES INCOME</b>	<b>-15,660</b>	<b>0</b>	<b>-15,660</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>-15,660</b>
	<b>NET PREMISES EXPENDITURE/INCOME</b>	<b>86,740</b>	<b>102,250</b>	<b>87,540</b>	<b>700</b>	<b>0</b>	<b>0</b>			<b>88,240</b>
<b>301</b>	<b>SERVICES</b>									
4031	MISCELLANEOUS INSURANCES (inc. Heritage)	9,800	10,530	11,000						11,000
4503	ALLOTMENTS - ADMINISTRATION	4,100	4,100	4,100						4,100
4504	ALLOTMENTS - PFR MAINTENANCE	3,000	3,000	3,000						3,000
4505	ALLOTMENTS - TKL MAINTENANCE	3,000	3,000	3,000						3,000
4840	MAINTENANCE OF BEACON	250	700	300						300
4849	COMMUNITY EVENTS	0	0	0						0
4850	LOCAL PROJECTS	4,000	4,000	4,000						4,000
4851	NOTICE/INFORMATION/HERITAGE BOARDS	1,000	1,000	1,000					6,000	7,000
4852	BUS SHELTERS	0	0	500						500
4875	WARD GRANTS/CLLR COMMUNITY GRANT SCHEME	19,800	19,800	34,200						34,200
4876	TOWN GRANTS	35,000	35,000	0						0
4878	PARKS, GARDENS & RECS - FLOWERBEDS	32,500	32,500	32,500						32,500
4879	CHRISTMAS LIGHTING	51,000	40,000	40,000						40,000
4880	CHRISTMAS FESTIVITIES	12,000	0	12,000						12,000
4881	YOUTH FACILITIES	11,600	2,600	11,600						11,600
4884	PARKS, GARDENS & RECS - TREES	15,000	15,000	15,000						15,000
4885	PARKS, GARDENS & RECS - PLAY AREAS	0	1,750	0					25,000	25,000
4890	PARK BENCHES	200	200	500						500
4891	LITTER BINS, BOLLARDS & RAILINGS	3,000	3,000	2,250						2,250
4895	TOURIST INFORMATION/VISITOR SERVICES	10,000	10,000	9,000						9,000
4900	MAINTENANCE OF PUBLIC CLOCKS	500	500	500						500
4901	MAINTENANCE OF MEMORIALS	2,500	2,500	2,500						2,500
4903	TELEPHONE BOX	100	100	100						100
4904	CCTV MONITORING	25,500	25,000	25,000						25,000
4905	CCTV MAINTENANCE	15,000	15,000	16,000						16,000
4998	AIR SHOW/ARMED FORCES DAY	22,800	0	22,800						22,800
4999	CONTINGENCY	3,000	3,000	3,000						3,000
	<b>TOTAL SERVICES EXPENDITURE</b>	<b>284,650</b>	<b>232,280</b>	<b>253,850</b>	<b>0</b>	<b>25,000</b>	<b>6,000</b>			<b>284,850</b>
1002	ALLOTMENT RENTS PFR	-5,000	-5,000	-5,000						-5,000
1003	ALLOTMENT RENTS TKL	-4,800	-4,800	-4,800						-4,800
1004	OTHER INCOME (SERVICES)	0	-22,860	0						0
	<b>TOTAL SERVICES INCOME</b>	<b>-9,800</b>	<b>-32,660</b>	<b>-9,800</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>-9,800</b>
	<b>NET SERVICES EXPENDITURE/INCOME</b>	<b>274,850</b>	<b>199,620</b>	<b>244,050</b>	<b>0</b>	<b>25,000</b>	<b>6,000</b>			<b>275,050</b>

FOLKESTONE TOWN COUNCIL - DRAFT BUDGET 2021/2022											
CODE		BASE BUDGET 2020/2021	ESTIMATED OUTTURN 2020/2021	ADJUSTED BASE BUDGET 2021/2022	INFLATION	RECURRING REVENUE GROWTH 2021/2022	NON-REC'G GROWTH ITEMS 2021/2022				BUDGET 2021/2022
		£	£	£	£	£	£				£
<b>401 FEES</b>											
4713	CONSULTANTS FEES	0	0	0							0
4714	EXTERNAL AUDIT FEES	2,000	2,000	2,500							2,500
4715	INTERNAL AUDIT FEES	1,500	900	1,000							1,000
4716	LEGAL FEES	0	0	0							0
4717	CARD RECEIPT FEES	940	400	940							940
4718	SECURITY - TOWN HALL (£12,900 from Reserve)	10,000	0	10,000							10,000
	<b>TOTAL FEES</b>	<b>14,440</b>	<b>3,300</b>	<b>14,440</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>14,440</b>
<b>402 MUSEUM/HERITAGE</b>											
5006	M/H TRAINING	700	700	700							700
5007	M/H SUBSCRIPTIONS	450	200	450							450
5009	M/H ADVERTISING FOR STAFF	0	0	0							0
5010	M/H EQUIPMENT/FURNITURE	400	1,500	400							400
5011	M/H EXHIBIT REPAIRS	200	200	200							200
5012	M/H HISTORIC COSTUMES	250	250	250							250
5013	M/H EXHIBITS	0	1,200	0							0
5030	M/H MATERIALS	1,500	1,500	1,500							1,500
5031	M/H PUBLICITY & PROMOTION	1,000	1,000	1,000							1,000
5032	M/H EVALUATION/PRESS COVERAGE	500	500	500							500
5033	M/H LEAFLETS/PUBLICATIONS	1,000	1,200	1,000							1,000
5035	M/H MERCHANDISE	2,000	500	2,000							2,000
5040	M/H SERVICES	1,500	5,000	1,500							1,500
5041	M/H EVENTS	5,000	1,000	5,000							5,000
5042	M/H EXHIBITIONS	4,000	2,000	4,000							4,000
5043	M/H EDUCATION RESOURCES	500	3,000	500							500
5044	M/H WORKSHOPS	4,000	2,000	4,000							4,000
5070	M/H VOLUNTEERS' EXPENSES	0	0	0							0
5090	M/H HOSPITALITY	500	500	500							500
5091	M/H PROFESSIONAL FEES	6,000	32,140	6,000							6,000
	<b>TOTAL MUSEUM/HERITAGE EXPENDITURE</b>	<b>29,500</b>	<b>54,390</b>	<b>29,500</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>29,500</b>
1030	M/H INCOME	-500	-2,100	-500							-500
1033	M/H HLF GRANT	0	-117,000	0							0
1034	M/H TRANSFERS FROM RESERVES	0	0	0							0
1035	M/H RETAIL SALES	-3,000	-1,500	-3,000							-3,000
1036	M/H VISITOR DONATIONS	-700	-350	-700							-700
	<b>TOTAL MUSEUM/HERITAGE INCOME</b>	<b>-4,200</b>	<b>-120,950</b>	<b>-4,200</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>-4,200</b>
	<b>NET MUSEUM/HERITAGE EXPENDITURE/INCOME</b>	<b>25,300</b>	<b>-66,560</b>	<b>25,300</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>25,300</b>

[illegible]

# Appendix A



**DATED**

**2020**

**GRANT AGREEMENT**

**FOR**

**EXTENSION OF CCTV SCHEME**

Between

**THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**

and

**FOLKESTONE TOWN COUNCIL**

Legal Services  
The District Council of Folkestone and Hythe  
Civic Centre,  
Castle Hill Avenue  
Folkestone,  
Kent CT20 2QY

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**THIS DEED is dated**

**2020**

**BETWEEN**

- (1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** whose address is at Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (“the **Council**”)
- (2) **FOLKESTONE TOWN COUNCIL** whose address is at 1-2 Guildhall Street, Folkestone, CT20 1DY (“the **Recipient**”)

**WHEREAS**

- (A) The Council has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

**NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:** The date hereof.

**Data Protection Legislation:** (i) the Data Protection Act 1998 (DPA 1998), (ii) the General Data Protection Regulations (*Regulation (EU) 2016/679*) (“GDPR”), Law Enforcement Directive (*Directive (EU) 2016/680*) (“LED”), (iii) the Data Protection 2018 (“DPA 2018”) to the extent that it relates to processing of personal data and privacy and (iv)

all applicable Legislation about the processing of personal data and privacy.

**Future High Streets Fund:** a Government backed fund to support and fund local areas' plans to make their high streets and town centres fit for the future.

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant:** means the total sum of monies payable by the Council to the Recipient from the Future High Streets Fund and in accordance with Schedule 2 of this Agreement.

**Plaque:** means a plaque formally presented by the Council to the Recipient acknowledging that the Recipient has received a Future High Streets Fund Grant

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or

- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

**Project:** the delivery of works which benefit the High Street more particularly described in Schedule 1.

**Project Manager:** an authorised representative of the Council who has been nominated to represent the Council for the purposes of this Agreement.

## 2. PURPOSE OF GRANT

- 2.1 In consideration of being in receipt of the Grant, the Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Recipient shall not make any material change to the Project without the Council's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

## 3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Council shall pay the Grant to the Recipient in accordance with schedule 2, subject to the necessary funds being available to the Council when payment(s) fall due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds for the Project and the Recipient accepts that it shall have no cause of action against the Council in the event the Council does not have relevant monies available for payment.
- 3.2 No Grant shall be paid unless and until the Project has been delivered to the Council's reasonable satisfaction.
- 3.3 To enable the Council to satisfy itself that the Project has been successfully delivered the Recipient shall on request provide the

Council with such information, explanations and documents as the Council may reasonably require relating to the expenditure of the Grant and delivery of the Project.

- 3.4 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of determining whether the Project has been delivered.
- 3.5 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for reimbursement of expenditure properly incurred in the delivery of the Project.
- 3.6 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.7 The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient or monies have been received from a third party in respect of the Project.

#### **4. USE OF GRANT**

- 4.1 The Grant shall be used by the Recipient exclusively for the delivery of the Project in accordance with the Recipient's Folkestone and Hythe High Street Fund application form and as set out in Schedule 3 to this agreement.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be made clear to the Council together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to:
  - (a) make any payment to members of its Governing Body;
  - (b) purchase buildings or land; or
  - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

- 4.4 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the resources of the Recipient. There will be no additional funding available from the Council for this purpose.

## **5. ACCOUNTS AND RECORDS**

- 5.1 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.2 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to its expenditure in the delivery of the Project for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure in the delivery of the Project and shall have the right to take copies of such accounts and records.
- 5.3 The Recipient shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of the year in which the Grant is paid.
- 5.4 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

## **6. MONITORING AND REPORTING**

- 6.1 The Recipient shall closely monitor the delivery and success of the Project to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Project in such formats as the Council may reasonably require. The report shall contain information about media coverage or publicity relating to the project. The Recipient shall provide the Council with the report within

three months of the last day of the year in which the Project was delivered.

- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.5 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall provide the Council with a final report on completion of the Project which shall confirm whether the Project has been successfully and properly completed.

## **7. ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.
- 7.3 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.



- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 7.5 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.
- 7.7 The Recipient will display the Plaque as soon as reasonably practicable after it has been presented to the Recipient.
- 7.8 The Plaque shall be displayed in a visible and appropriate location such location to be approved and agreed by the Council and for a period of not less than five years.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the Project, shall remain the property of that party.
- 8.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

## **9. CONFIDENTIALITY**

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the

terms of this Agreement or save as expressly authorised in writing by the other party.

- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## 10. FREEDOM OF INFORMATION

- 10.1 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.
- 10.2 The Recipient shall:
- (a) 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;
  - (b) 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 Council may specify) of the Council requesting that information; and
  - (c) provide all necessary assistance as reasonably requested by the Council to enable the Council 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.

- 10.3 The Council shall be responsible for determining at its absolute discretion whether the information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
  - (b) is to be disclosed in response to a request for information, and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Council.
- 10.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Council.
- 10.5 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), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:
- (a) without consulting with the Recipient; or
  - (b) following consultation with the Recipient and having taken its views into account,

provided always that where clause 10.5(b) applies the Council shall, in accordance with any recommendations of the 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.

- 10.6 The Recipient shall ensure that all information produced in the course of the 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.

## **11. DATA PROTECTION**

- 11.1 The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Legislation and shall promptly provide the Council with such information (including but not limited to a copy of the Recipient's registration under the Data Protection Legislation) as the Council may reasonably require to satisfy itself of the Recipient's compliance with the Data Protection Legislation.

- 11.2 The Recipient shall comply with the Council's data protection policy and relevant obligations under the Data Protection Legislation and associated codes of practice when processing personal data relating to any employee, worker, customer, supplier or agent of the Council or any third party and undertakes to the Council that it will not knowingly place the Council in breach of that other party's obligations under the Data Protection Legislation.

## **12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 12.1 The Council's intention is that the Grant will be paid to the Recipient as set out in Schedule 2. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) the Recipient has obtained duplicate funding from a third party for the Project;
  - (b) the Recipient obtained funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
  - (c) the Recipient provided the Council with any materially misleading or inaccurate information;
  - (d) the Recipient commits or committed a Prohibited Act;
  - (e) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
  - (f) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
  - (g) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
  - (h) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any

such failure within 30 days of receiving written notice detailing the failure.

- 12.2 Wherever under this Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Council in respect of any breach of the Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Council.
- 12.3 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

### **13. ANTI-DISCRIMINATION**

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

### **14. HUMAN RIGHTS**

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

## **15. LIMITATION OF LIABILITY AND INDEMNITY**

- 15.1 The Council accepts no liability for any costs, losses, expenses, damages and/or liabilities, whether direct or indirect and howsoever incurred, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.
- 15.2 The Recipient irrevocably undertakes to indemnify and hold harmless the Council, its employees, agents, officers and/or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement and/or its obligations to third parties.
- 15.3 Subject to clause 15.1 and applicable laws, the Council's liability under this Agreement is limited to the payment of the Grant.

## **16. WARRANTIES**

The Recipient irrevocably warrants, undertakes and represents to the Council that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;

- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement;
- (j) since the date of its last accounts there has been no material change in its financial position or prospects;
- (k) it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act (**Relevant Requirements**);
- (l) it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;
- (m) it will comply with the Council's Ethics, Anti-bribery and Anti-corruption Policies in each case as the Council may update them from time to time (**Relevant Policies**);
- (n) it will have and will maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act, to ensure compliance with the Relevant Requirements, the Relevant Policies and will enforce them where appropriate;
- (o) it will promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Recipient in connection with the performance of this agreement; and
- (p) it will immediately notify the Council (in writing) if a foreign public official becomes an officer or employee of the Recipient or acquires a direct or indirect interest in the Recipient and the Recipient warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement).

16.2 The Recipient shall ensure that any person associated with the Recipient who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Recipient in this clause 16. The Recipient shall be responsible for the observance and performance by such persons of

the Relevant Terms, and shall be directly liable to the Council for any breach by such persons of any of the Relevant Terms.

- 16.3 Breach of any part of this clause 16 by the Recipient shall be deemed a material breach of this Agreement.
- 16.4 For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 16 a person associated with the Recipient includes but is not limited to any contractor of the Recipient.

## 17. INSURANCE

- 17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 17.2 The Required Insurances referred to above include (but are not limited to):
- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
  - (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

## 18. DURATION

- 18.1 Except where otherwise approved in writing by the Council, the terms of this Agreement shall apply from the date of this Agreement until successful delivery of the Project to the Council's reasonable satisfaction or twelve months from and including the Commencement Date whichever is the earlier.



- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**19. TERMINATION**

The Council may at its entire discretion terminate this Agreement and any Grant payments on giving the Recipient 2 weeks' notice, any time after 3 months from the date of this Agreement.

In addition to and without prejudice to any other rights the Council may have, the Council shall be entitled to terminate this Agreement immediately in the event the Recipient is in any material breach of this Agreement and may in such circumstances, at its discretion, require repayment of all costs incurred by the Council.

**20. ASSIGNMENT**

The Recipient may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

**21. WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**22. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## **23. DISPUTE RESOLUTION**

- 23.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Council from time to time.
- 23.2 Any dispute which cannot be resolved under clause 23.1 shall be referred to a person agreed between the parties or, in default of agreement by the parties, the President for the time being of the Chartered Institute of Arbitrators shall appoint a person having the appropriate expertise to deal with the dispute.
- 23.3 Such person shall be instructed to reach their decision as soon as reasonably practicable. Such a person shall be appointed as an arbitrator and their decision shall be final and binding. The costs of the arbitration shall be borne equally by the parties unless the arbitrator shall decide one party is acting or has acted unreasonably, in which case they shall have discretion as to costs.

## **24. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Council and the Recipient, 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.

## **25. JOINT AND SEVERAL LIABILITY**

Where the Recipient is not a company or an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

## **26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**27. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

## **Schedule 1: The Project**

### ***Objective:***

Successful delivery of extension to the existing CCTV scheme for Folkestone Town Centre and Cheriton High Street as follows:

- Installation of up to 19 CCTV cameras in Folkestone town centre
- Installation of 8 cameras in Cheriton Road & Cheriton High Street
- Installation of NVR & Back up NVR Recorders
- Installation of wireless link along Cheriton Road

Folkestone cameras to be located within the high street fund eligible criteria or as indicated on map within supplementary information provided as detailed in Schedule 3.

### ***Delivery:***

All works are to be undertaken in accordance with any requisite planning consents and building control approval. Where necessary all works to be undertaken by competent persons in accordance with the competent persons scheme.

## **Schedule 2: Payment Schedule**

The Grant shall comprise of a payment up to the value **£50,000 Exc. VAT (Fifty thousand pounds)** payable on successful delivery of the Project to the Council's reasonable satisfaction and submission and receipt of an invoice for the sum of monies payable under the Grant.

This document has been executed as a deed and is delivered and takes effect on the day and year first above written

The COMMON SEAL of **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** in the presence of:

Authorised Signatory

THE COMMON SEAL of **THE FOLKESTONE TOWN COUNCIL** was hereunto affixed in the presence of:-

Authorised signatory

# Appendix B

S. M. J. Watler  
A. P. Isaacson (Notary Public)  
J. K. Morrison  
S. L. Garrard  
G. B. Medler - FCILEx

A.M.Bevington – Consultant (Non-Practising)

Mrs J. Childs FiLCM  
Town Clerk  
Folkestone Town Council  
Town Hall  
1-2 Guildhall Street  
Folkestone CT20 1DY

*E-mail only: [jennifer.childs@folkestone-tc.gov.uk](mailto:jennifer.childs@folkestone-tc.gov.uk)*

Dear Jennifer

**Play area Leases – Churchill Avenue, Coniston Road, Firs Lane, George Gurr Crescent and Roman Way**

**Service Management Agreement - play areas at Naseby Avenue, Pine Way and Southern Way**

Accompanying this letter/e-mail are reports on the five play park Leases and service Agreement. I also attach a further copy of the Councils replies to enquiries.

I appreciate you will already have copies of the leases etc., but there have of course been various amendments and so that you have a complete set of the latest versions, I will send copies of the leases, agreement, plans and title documents relating to each park in separate e-mails.

As you know the Council were not prepared to accept all of the amendments we proposed. In particular I had proposed that the obligation to keep the parks in good repair did not obligate the Town Council to keep them in a better state than they are now. The Council did not agree, stating that the commuted sums were to be paid on condition that the parks to be improved. To my mind the payments will not go very far in improving and thereafter maintaining the parks in good repair for up to 40 years. Of course there is provision for the Town Council to bring the leases/agreement to an end at 5 yearly intervals on 12 months prior notice in writing.

The following amendments were however agreed:

- To limit the Town Councils obligation to deal with any “invasive alien species” now on in or under the land. I understand that the Town Council’s grounds maintenance contractor



Contracted with the Legal Aid Agency

Authorised and Regulated by the Solicitors Regulation Authority (No. 54502)

**And as T.R.S. MILLER, 52 High Street, Hythe, Kent. Tel 01303 266861**

Office Hours: Monday-Friday 9 am -1 pm & 2 pm-5 pm

27 Cheriton Gardens  
Folkestone  
Kent  
CT20 2AR

064

Telephone 01303 851100  
DX: 4903 Folkestone  
Fax: 01303 851150

e-mail: [mail@rootes-alliott.co.uk](mailto:mail@rootes-alliott.co.uk)  
Website: [www.rootes-alliott.co.uk](http://www.rootes-alliott.co.uk)

Our ref: GBM.TR.FTC  
Your ref: JC  
Date: 09 December 2020



has inspected the land and that there are no obvious signs of anything untoward, such as Japanese knotweed.

- To make provision for the planting of fruit trees, subject to conditions.
- To set the annual rent at a peppercorn
- To limit the Councils power to treat the lease as forfeit should Folkestone Town Council be unable to perform the required services due to Government restrictions on movement, as is currently the case with the Covid pandemic.
- Confirm that the clearance of litter bins and maintenance of memorial benches shall remain their responsibility, unless it ceases to have that obligation for some reason.

I have not undertaken any searches, having adopted the view that the Council were obligated to disclosed any adverse matters within their knowledge in replies to enquiries. However, the Town Council may wish to consider:

- Desktop environmental searches to see if there are any adverse matters such as landfill or other known ground contamination. Note that these reports give only a broad assessment of the area – a ground survey is likely to be more useful.
- Gas, water and electric searches to ascertain the route of any service pipes and cables.

These searches are usually available within 48 hours – please let me know if you would like me to commission the same.

If the Town Council are now happy to move forward I shall send you engrossments of the Leases and Agreement to execute with a view to completing the same as soon as possible.

Following completion I will need to register the Leases at the Land Registry.

Needless to say, if the members have any questions arising from the documentation please do not hesitate to contact me.

Kind regards.

Yours sincerely

*Graham Medler*

G.B. Medler

<b>LEASE SUMMARY LAND AT CONISTON ROAD</b>	
<b>PROPERTY TO BE LEASED</b>	Land lying to the east of Cornwallis Avenue Folkestone Kent
<b>LANDLORD</b>	The District Council of Folkestone and Hythe
<b>LANDLORDS FREEHOLD TITLE</b>	K456953
<b>TERM</b>	40 years from date of lease
<b>RENT</b>	Peppercorn
<b>LANDLORD AND TENANT ACT 1954</b>	Excluded from the Act, meaning there is no automatic right to a new lease at the end of the Term
<b>PROVISION TO BREAK</b>	If either Landlord or Tenant wish to bring the Lease to an end they may do so at 5 yearly intervals subject to first giving to the other party not less than twelve months' written notice that the Term is to end.
<b>TENANTS COVENANTS – CLAUSE 4</b>	<ul style="list-style-type: none"> <li>• To keep the property insured against the stipulated risks and to maintain policy of public liability insurance for no less than Five Million Pounds</li> <li>• To comply with statutory requirements</li> <li>• To keep the whole of the property including the boundary structures in good repair and condition. This could mean putting the property in a better state of repair and condition than it is now.</li> <li>• Provision of ground maintenance to include cutting the grass and trimming the hedges and shrubs</li> <li>• Keep clear of rubbish and invasive alien species</li> <li>• Not to make or permit any alterations or additions to the Premises without the prior written consent of the Council such consent not to be unreasonably withheld or delayed</li> </ul>
<b>COMMUTED SUM</b>	One off payment to FHDC of £12,500 towards the costs of maintenance, repair, replacement, renewal of the play area equipment and the play area boundary structures (fencing) of the Premises.

<p><b>TITLE MATTERS</b></p>	<p>K456953</p> <p>Subject to rights in respect of water, gas and electricity supply services, access to maintain service installations and for the passage and running of services through such installations to neighbouring properties. Route of cables/pipes shown with broken blue line on the Title plan.</p> <p>Restrictive covenants</p> <p>“Not to do or neglect to do or permit to be done or neglected to be done upon any part of the land ...anything which or the neglect to do which shall be or become a nuisance disturbance annoyance”</p> <p>Nor to erect or permit to be erected any building or erection without the prior consent of the Folkestone Estate (Smith Woolley surveyors act as agents )</p> <p>Note that although these covenants are of some age, they are still capable of enforcement. A breach of covenant could give rise to a claim for damages and/or injunctive relief.</p>
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<b>LEASE SUMMARY LAND AT FIRS LANE</b>	
<b>PROPERTY TO BE LEASED</b>	Firs Lane Park Folkestone
<b>LANDLORD</b>	The District Council of Folkestone and Hythe
<b>LANDLORDS FREEHOLD TITLE</b>	K232904 and K724957
<b>TERM</b>	40 years from date of lease
<b>RENT</b>	Peppercorn
<b>LANDLORD AND TENANT ACT 1954</b>	Excluded from the Act, meaning there is no automatic right to a new lease at the end of the Term
<b>PROVISION TO BREAK</b>	If either Landlord or Tenant wish to bring the Lease to an end they may do so at 5 yearly intervals subject to first giving to the other party not less than twelve months' written notice that the Term is to end.
<b>TENANTS COVENANTS – CLAUSE 4</b>	<ul style="list-style-type: none"> <li>• To keep the property insured and to maintain policy of public liability insurance for no less than Five Million Pounds (£5,000,000)</li> <li>• To comply with statutory requirements</li> <li>• To keep the whole of the property including the boundary structures in good repair and condition. This could mean putting the property in a better state of repair and condition than it is now.</li> <li>• Provision of ground maintenance to include cutting the grass and trimming the hedges and shrubs</li> <li>• Keep clear of rubbish and invasive alien species</li> <li>• Not to make or permit any alterations or additions to the Premises without the prior written consent of the Council such consent not to be unreasonably withheld or delayed</li> </ul>
<b>COMMUTED SUM</b>	One off payment to FHDC of £12,500 towards the costs of maintenance, repair, replacement, renewal of the play area equipment and the play area boundary structures (fencing) of the Premises.
<b>TITLE MATTERS</b>	<p>K232904 and K724957</p> <p>Subject to rights in respect of water, gas and electricity</p>

	<p>supply services, access to maintain service installations and for the passage and running of services through such installations to neighbouring properties.</p> <p>Restrictive covenant not to use land “for any purpose other than that of open space for recreation and enjoyment of the public.”</p> <p>Note that although these covenants are of some age, they are still capable of enforcement. A breach of covenant could give rise to a claim for damages and/or injunctive relief.</p>
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<b>LEASE SUMMARY LAND AT DOWNS ROAD AND CHURCHILL AVENUE</b>	
<b>PROPERTY TO BE LEASED</b>	Land at Downs Road/ Churchill Avenue Folkestone Kent
<b>LANDLORD</b>	The District Council of Folkestone and Hythe
<b>PROPERTY TO BE LEASED</b>	Land at Churchill Avenue Folkestone Kent
<b>LANDLORDS FREEHOLD TITLE</b>	K501191
<b>TERM</b>	40 years from date of lease
<b>RENT</b>	Peppercorn
<b>LANDLORD AND TENANT ACT 1954</b>	Excluded from the Act, meaning there is no automatic right to a new lease at the end of the Term
<b>PROVISION TO BREAK</b>	If either Landlord or Tenant wish to bring the Lease to an end they may do so at 5 yearly intervals subject to first giving to the other party not less than twelve months' written notice that the Term is to end.
<b>TENANTS COVENANTS – CLAUSE 4</b>	<ul style="list-style-type: none"> <li>• To keep the property insured against the stipulated risks and to maintain policy of public liability insurance for no less than Five Million Pounds</li> <li>• To comply with statutory requirements</li> <li>• To keep the whole of the property including the boundary structures in good repair and condition. This could mean putting the property in a better state of repair and condition than it is now.</li> <li>• Provision of ground maintenance to include cutting the grass and trimming the hedges and shrubs</li> <li>• Keep clear of rubbish and invasive alien species</li> <li>• Not to make or permit any alterations or additions to the Premises without the prior written consent of the Council such consent not to be unreasonably withheld or delayed</li> </ul>
<b>COMMUTED SUM</b>	One off payment to FHDC of £12,500 towards the costs of maintenance, repair, replacement, renewal of the play area equipment and the play area boundary

	structures (fencing) of the Premises.
<b>TITLE MATTERS</b>	<p>Title K501191</p> <p>Restrictive covenants to be observed including restriction on erect or permit to be erected any <u>building or erection</u> without the prior consent of the folkestone Estate (Smith Woolley chartered surveyors act as the Estates agent)</p> <p>Note that although these covenants are of some age, they are still capable of enforcement. A breach of covenant could give rise to a claim for damages and/or injunctive relief.</p> <p>Land also subject to various rights of way, access to maintain service installations and for the passage and running of services through such installations to neighbouring properties.</p>

<b>LEASE SUMMARY LAND AT GEORGE GURR CRESCENT</b>	
<b>PROPERTY TO BE LEASED</b>	Land at land at George Gurr Crescent Folkestone Kent
<b>LANDLORD</b>	The District Council of Folkestone and Hythe
<b>LANDLORDS FREEHOLD TITLE</b>	K855232
<b>TERM</b>	40 years from date of lease
<b>RENT</b>	Peppercorn
<b>LANDLORD AND TENANT ACT 1954</b>	Excluded from the Act, meaning there is no automatic right to a new lease at the end of the Term
<b>PROVISION TO BREAK</b>	If either Landlord of Tenant wish to bring the Lease to an end they may do so at 5 yearly intervals subject to first giving to the other party not less than twelve months' written notice that the Term is to end.
<b>TENANTS COVENANTS – CLAUSE 4</b>	<ul style="list-style-type: none"> <li>• To keep the property insured against the stipulated risks and to maintain policy of public liability insurance for no less than Five Million Pounds</li> <li>• To comply with statutory requirements</li> <li>• To keep the whole of the property including the boundary structures in good repair and condition. This could mean putting the property in a better state of repair and condition than it is now.</li> <li>• Provision of ground maintenance to include cutting the grass and trimming the hedges and shrubs</li> <li>• Keep clear of rubbish and invasive alien species</li> <li>• Not to make or permit any alterations or additions to the Premises without the prior written consent of the Council such consent not to be unreasonably withheld or delayed</li> </ul>
<b>COMMUTED SUM</b>	One off payment to FHDC of £12,500 towards the costs of maintenance, repair, replacement, renewal of the play area equipment and the play area boundary structures (fencing) of the Premises.
<b>TITLE MATTERS</b>	K855232 Subject to rights in respect of water, gas and electricity



	<p>supply services, access to maintain service installations and for the passage and running of services through such installations to neighbouring properties.</p> <p>Restrictive covenant</p> <p>“Not to do or neglect to do or permit to be done or neglected to be done upon any part of the land ...anything which or the neglect to do which shall be or become a nuisance disturbance annoyance”</p> <p>Note that although these covenants are of some age, they are still capable of enforcement. A breach of covenant could give rise to a claim for damages and/or injunctive relief.</p>
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<b>LEASE SUMMARY LAND AT ROMAN WAY</b>	
<b>PROPERTY TO BE LEASED</b>	Land at Roman Way, Samian Crescent and Tiber Close Folkestone Kent
<b>LANDLORD</b>	The District Council of Folkestone and Hythe
<b>LANDLORDS FREEHOLD TITLE</b>	K936587
<b>TERM</b>	40 years from date of lease
<b>RENT</b>	Peppercorn
<b>LANDLORD AND TENANT ACT 1954</b>	Excluded from the Act, meaning there is no automatic right to a new lease at the end of the Term
<b>PROVISION TO BREAK</b>	If either Landlord or Tenant wish to bring the Lease to an end they may do so at 5 yearly intervals subject to first giving to the other party not less than twelve months' written notice that the Term is to end.
<b>TENANTS COVENANTS – CLAUSE 4</b>	<ul style="list-style-type: none"> <li>• To keep the property insured against the stipulated risks and to maintain policy of public liability insurance for no less than Five Million Pounds</li> <li>• To comply with statutory requirements</li> <li>• To keep the whole of the property including the boundary structures in good repair and condition. This could mean putting the property in a better state of repair and condition than it is now.</li> <li>• Provision of ground maintenance to include cutting the grass and trimming the hedges and shrubs</li> <li>• Keep clear of rubbish and invasive alien species</li> <li>• Not to make or permit any alterations or additions to the Premises without the prior written consent of the Council such consent not to be unreasonably withheld or delayed</li> </ul>
<b>COMMUTED SUM</b>	One off payment to FHDC of £12,500 towards the costs of maintenance, repair, replacement, renewal of the play area equipment and the play area boundary structures (fencing) of the Premises.

<b>TITLE MATTERS</b>	K936587 Subject to rights in respect of water, gas and electricity supply services, access to maintain service installations and for the passage and running of services through such installations to neighbouring properties.
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<b>SERVICE AGREEMENT SUMMARY</b>	
<b>PROPERTY TO BE MANAGED ON BEHALF OF THE COUNCIL</b>	<ol style="list-style-type: none"> <li>1. The Danni and James Community Friendship Park, Southern Way, Folkestone, Kent</li> <li>2. Land at Pine Way, Folkestone, Kent</li> <li>3. Land at Naseby Avenue, Folkestone, Kent</li> </ol>
<b>COUNCIL</b>	The District Council of Folkestone and Hythe ("Council")
<b>LAND OWNERS</b>	Southern Water Services Limited, George Wimpey South East Limited and the Council
<b>FREEHOLD TITLE</b>	K760745, K556080, K630659, K631615 and K631616
<b>LENGTH</b>	40 years from date of agreement
<b>PROVISION TO BREAK</b>	If either the Council or Folkestone Town Council wish to bring the Agreement to an end they may do so at 5 yearly intervals subject to first giving to the other party not less than twelve months' written notice that the Term is to end.
<b>Services to be provided by Folkestone Town Council</b>	<ul style="list-style-type: none"> <li>• To keep the property insured against the stipulated risks and to maintain policy of public liability insurance for no less than Five Million Pounds</li> <li>• To comply with statutory requirements</li> <li>• The maintenance, repair, replacement, renewal of the play area equipment and the play area boundary structures</li> <li>• Provision of ground maintenance to include cutting the grass and trimming the hedges and shrubs</li> <li>• Keep clear of rubbish and invasive alien species</li> <li>• Not to make or permit any alterations or additions to the Premises without the prior written consent of the Council such consent not to be unreasonably withheld or delayed</li> </ul>
<b>COMMUTED SUM</b>	One off payment to FHDC of £37,500 towards the costs of maintenance, repair, replacement, renewal of the play area equipment and the play area boundary structures (fencing) of the property.

<b>TITLE MATTERS</b>	<p>The land is subject to:</p> <ul style="list-style-type: none"><li>• rights of drainage and rights in respect of water, gas, electricity, and other services with restrictions on altering ground levels, building over or otherwise interfere with underground pipes/cables.</li><li>• rights of entry for the purposes of inspecting, repairing, maintaining projections and walls of adjoining properties</li><li>• property to be used as public open space only</li></ul>
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## ENQUIRIES BEFORE CONTRACT/LEASE

### FOLKESTONE & HYTHE DISTRICT COUNCIL (FHDC) TO FOLKESTONE TOWN COUNCIL

Re: Leases of land at Churchill Avenue, Coniston Road, Firs Lane, George Gurr Crescent and Roman Way and Service Management Agreement of Play Areas at Naseby Avenue, Pine Way and Southern Way ("Play Areas")

#### 1. Disputes

- (a) Is the FHDC aware of any past or current disputes regarding boundaries, easements, covenants or other matters relating to the Play Areas or their use? If so please provide details.

[None so far as FHDC is aware](#)

- (b) During the last three years, has the FHDC complained or had cause to complain about the state and condition, or the manner of use, of any adjoining or neighbouring property? If so, please give particulars.

[None so far as FHDC is aware](#)

#### 2. Notices

Please give particulars of all notices relating to the Play Areas, or to matters likely to affect their use or enjoyment, that the Council (or to its knowledge any predecessor in title) has given or received and confirm whether any such notices have been complied with.

[None so far as FHDC is aware](#)

#### 3. Adverse Rights

- (a) Is the FHDC aware of any rights or informal arrangements affecting the Play Areas, other than those immediately apparent on inspection, which are exercisable by virtue of an easement, grant, wayleave, licence, consent, agreement relating to an ancient monument or land near it, or otherwise or which are in the nature of public or common rights?

- (b) [FHDC is not aware of any easement, grant, wayleave, licence, consent, agreement relating to an ancient monument or land near it, or otherwise or which are in the nature of public or common rights? FTC must make their own enquiries](#)

- (c) Whether or not the title is registered, is the FHDC aware of any other interests under Schedules 1, 3 and 12 of the Land Registration Act 2002?

[\\*Not sure if unregistered land at Firs Lane would be applicable to Schedules 1,3 and 12 of the Land registration Act 2002](#)

#### 4. Restrictive covenants affecting the registered or unregistered titles to the Play Areas

- (a) Have all restrictions affecting the Play Areas or their use been observed up to the date hereof? If not, please give details.

As far as FHDC is aware any restrictions have been observed

- (b) Where such restrictions have in the past required any person's consent or approval of plans, does the FHDC have written evidence of that consent or approval?

None so far as FHDC is aware

## 5. Services

Do any of the play parks have toilet facilities and/or mains drainage / water/other services ?

None so far as FHDC is aware , FTC to make their own enquiries

## 6. Planning

- (a) Please supply a copy of any planning permission authorising or imposing conditions upon the present use of the Play Areas, and the erection or retention of the buildings/structures now on them as well as any bye-law approval or building regulation consent relating to such structures

None so far as FHDC is aware , FTC must make their own enquiries

- (a) Have all statutes and requirements of local and other competent authorities relating to the occupation and use of the Play Areas been complied with? If not, please give details.

So far as FHDC is aware all statutes and requirements of local and other competent authorities relating to the occupation and use of the Play Areas been complied with, FTC must make their own enquiries

## 7. Environmental

- (a) Is the Council aware of:

- (i) the presence of dangerous or polluting substances or materials in any soil, groundwater or body of water at or under the Play Areas or at or under any adjoining or neighbouring land?

FHDC is unaware of the presence of dangerous or polluting substances or materials in any soil, groundwater or body of water at or under the Play Areas or at or under any adjoining or neighbouring land? FTC to make their own enquiries

- (ii) any previous use or activities or any current use or activities involving dangerous or polluting substances or materials, at the Play Areas or any adjoining or neighbouring land?

None as far as FHDC is aware

- (iii) any landfill site, whether closed or in operation, at, or within 250 metres of the Play Areas?

None as far as FHDC is aware FTC to make their own enquiries

- (iv) any Japanese Knotweed (or other invasive alien species) being present on any of the Play Areas or indeed at any neighbouring or adjoining property?

None as far as FHDC is aware FTC to make their own enquiries

- (b) Please supply a copy of all environmental audits, assessments surveys and other such reports in respect of each play area neighbouring land which interferes, or which the FHDC believes could interfere, with the use or enjoyment of the Play Areas.

None as far as the seller is aware

- (c) Is the FHDC aware of any matter coming from any adjoining or neighbouring land which interferes, or which the FHDC believes could interfere, with the use or enjoyment of the Play Areas - for example, odours, noise, fumes, dust, steam, gases or smoke? If so, please give details.

None as far as the seller is aware

- (d) Have the Play Areas ever flooded from any source?

FHDC is not aware of any such matters ,FTC must make the own enquiries

#### **8. Restrictive covenants**

- (a) Have all restrictions affecting the Play Areas or their use been observed up to the date hereof? If not, please give details.

As far as FHDC is aware any restrictions have been observed

- (b) Where such restrictions have in the past required any person's consent or approval of plans, does the FHDC have written evidence of that consent or approval?

None so far as FHDC is aware

**Dated: 13 November 2020**

**Rootes & Alliot Solicitors for FTC**



# Appendix C

## Appendix C

Option	Vehicle	Costs	Comments
1	Nissan Leaf Hatchback 110kW Acenta 40kWh 5dr Auto [6.6kwCh]	<b>£8,163</b>  ex VAT for a 3yr 6k pa lease  Estimated charging costs <b>£1,170</b>	British manufactured All-electric model  Boot Capacity 435L  Zero CO2 g/km 168 miles on a 7.5 hour full charge
2	Vauxhall corsa-e electric hatchback 100kW SE Nav 50kWh 5dr Auto [11kWCh]	<b>£11,131</b>  ex VAT for a 3yr 6k pa lease  Estimated charging costs <b>£1,170</b>	British manufactured All-electric model  Boot Capacity 390L  Zero CO2 g/km 209 miles on a 7.5 hour full charge
3	Kia Niro 5 Door Hybrid	<b>£10,100</b>  ex VAT for a 3yr 6k pa lease  Estimated fuel cost <b>£1,350</b>	Hybrid rather than diesel/all electric  119 - CO2 g/km 54 mpg  Boot Capacity 382L

4	No Civic Vehicle	<p>4,000m/pa</p> <p>Estimated taxi fare costs over 3 years <b>£6,510</b></p>	<p>Mayor's use of taxis for approx. 350 civic events and engagements per annum.</p> <p>Taxi initial charge for first mile ranges from £3.80 to £6.20 depending on the time of day with subsequent miles ranging from £1.60 to £2.80</p> <p>E.g. Folkestone to Ashford (24 miles) at night = £50 each way in a taxi.</p> <p>350 events per annum of 10 miles at £4.20/1<sup>st</sup> m + £1.60/m.</p> <p>Alternatively the Mayor could use their own personal vehicle and claim Casual User Mileage circa 52.2p per mile.</p> <p>E.g. Folkestone to Ashford (24 miles) £12.50 each way for a self-drive.</p> <p><i>NB. the Mayoral chain would not be available for events as the Town Sergeant would not be present, this would save on resource costs but would mean the Mayor would attend events in Badge.</i></p>
		<p>2,000 m/pa</p> <p>Estimated essential user costs over 3 years <b>£5,400</b></p>	<p>Town Sergeant not prepared to use his own vehicle for Council duties as his allotment/handyman duties require moving tools, equipment, supplies etc that he could not accommodate in his vehicle.</p> <p>But for comparison, the approx. cost over 3 years would be £5,400 based on an annual essential driver allowance to cover wear and tear of circa £965 together with mileage costs of circa 40.9p per mile.</p>