

Sandy Town Council

To: All Members of Sandy Town Council

You are hereby summoned to attend a meeting of Sandy Town Council which will be held in the Council Chamber, 10 Cambridge Road, Sandy, Bedfordshire on **Monday 13 January 2014 at 7.30 pm**. The items of business to be transacted are specified below.



Delia Shephard, Town Clerk
10 Cambridge Road
Sandy SG19 1JE
01767 681491
7 January 2014

A G E N D A

- | | <u>Papers</u> |
|---|---------------|
| 1 Apologies for absence
To receive apologies for absence | x |
| 2 Declarations of interest and requests for dispensations
<i>Under the Localism Act 2011 members of Council are not required to make oral declarations of interest at meetings but may not participate in discussion or voting on any items of business in which they have a Declarable Pecuniary Interest (DPI) and under Sandy Town Council's Standing Orders must leave the room for the duration of all discussion on such items. (All members' register of interests are available on the Sandy Town Council website or on application to the Clerk.)</i>
<i>This item is included on the agenda to enable members to declare new DPIs and also those who wish to do so may draw attention to their stated DPIs and also any non-declarable personal interests which they have declared under Sandy Town Council's adopted Code of Conduct and which may be relevant to items on the agenda.</i> | |
| i) <i>Declarable Pecuniary Interests</i> | X |
| ii) <i>Personal Interests</i> | X |
| iii) <i>Requests for dispensations (must be notified to the Proper Officer in writing in advance of the meeting)</i> | x |
| 3 Minutes of Town Council meeting
To consider the minutes of a meeting of Sandy Town Council held at Monday 2 December 2013 and to approve them as a correct record of proceedings | x |

Sandy Town Council

- 4 Public Participation Session**
To receive questions and representations from members of the public x
- 5 Police Matters**
To receive a report from PCSO Ann Jeeves on policing in Sandy x
- 6 Casual Vacancy**
To note the resignation of Mr Geoff White in December 2013 and to receive an oral report on arrangements for the filling of the casual vacancy arising thereby. x
- 7 Minutes of Committees and Sub-committees and recommendations**
To receive the minutes of the following committees and sub-committees and/or (if applicable) to approve recommendations therein not arising elsewhere on the agenda:
- i) Development Scrutiny Committee on 25 November 2013 and 16 December 2013 x
 - ii) Community Services and Environment Committee on 16 December 2013 x
 - iii) Policy Finance and Resources Committee on 6 January 2014 x
- 8 Financial Matters**
- i) To note the list of payments approved for November 2013 ✓
 - ii) To note a summary report of income and expenditure against budget for the financial year to date ✓
 - iii) To consider the final draft of the budget approved by the Policy, Finance and Resources Committee on 6 January 2014 and to confirm the budget for the financial year 2014/15 ✓
 - iv) To set the precept for the financial year 2014/15 and to authorise the Town Clerk to complete the necessary paperwork ✓
 - v) To review the charges for hire of council facilities at 10 Cambridge Road by community groups To follow
- 9 Open Space at Fallowfield, Sandy**
To note correspondence from the Town Council's legal advisers regarding the charges register at the Land Registry in respect of an objection sustained by Sharman Law with ✓

Sandy Town Council

regard to removal of a charge on land at Fallowfield Sandy

- | | | |
|-----------|--|----------------------------|
| 10 | Cricket Club License
To note the draft licence prepared on behalf of Sandy Town Council to be agreed with Sandy Cricket Club | ✓ |
| 11 | Mayoral Communications
To note the Mayor's engagements and any relevant items for information | To follow |
| 12 | Reports from Representatives | |
| | i) To receive report from the Ward Councillors of Central Bedfordshire Council | x |
| | ii) To receive reports from Town Council representatives on external bodies | x |
| 13 | Staff Matters
<i>Members of the public and press are warned that under the Public Bodies (admission to Meetings) Act 1960 (as extended) they are likely to be excluded from the meeting for items of business on this agenda should the committee resolve that the item involves the likely disclosure of confidential personal information or information which is commercially sensitive as defined as exempt information in Part 1 of Schedule 12a of the Local Government Act 1972 (personal and confidential data).</i> | |
| | i) To note progress and/or outcome of two formal complaints (one from a member of staff and one from a member of the public) against a member of staff | Written reports to follow |
| | ii) To note progress and/or outcome of the work of a panel with delegated powers to consider a medical capability report concerning a member of staff | Oral report at the meeting |
| | iii) To note progress with recommendations regarding a Staff Restructure of Sandy Town Council | Oral report at the meeting |
| 14 | News Release
To agree the wording of a news release regarding the precept and budget for the financial year 2014/15 | x |

Sandy Town Council

Sandy Town Council

Meeting of Town Council Monday 13 January 2014

R E P O R T S

8 Financial Matters

- i) List of payments approved for November 2013 attached
- ii) Summary report of income and expenditure against budget for the financial year to date attached
- iii) Final draft of the budget approved and recommended by the Policy, Finance and Resources Committee on 6 January 2014 attached

Item 8 i

At : 16:26

Current Bank A/c

List of Payments made between 01/11/2013 and 30/11/2013

<u>Date Paid</u>	<u>Payee Name</u>	<u>Cheque Ref</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
01/11/2013	Power Computing	DD	300.00		IT Support
01/11/2013	Aviva	DD	1,636.30		Insurance
01/11/2013	CF Corporate	DD	523.67		Konica Lease
04/11/2013	Esc Europe Ltd	110615	2,494.04		Wooden stars - Christmas Fayre
04/11/2013	Mrs G Davis	110616	19.00		Trip refund - TIC
04/11/2013	Mrs P Jeffs	110617	38.00		Trip refund - TIC
04/11/2013	Mrs S Sutton	110618	56.36		Mayoral present
04/11/2013	Sandy Upper School	110619	25.00		Audrey Boothby Donation
04/11/2013	Mrs R Crossman	110620	5.85		Travelling expenses
04/11/2013	Stevenage Leisure Ltd	110741	10,800.00		Management Fee
04/11/2013	Stevenage Leisure Ltd	110741	23,400.00		Management Fee 2012/13
04/11/2013	1st Choice Staff Recruitment L	110742	457.32		Temporary Staff wages
04/11/2013	Lloyds/TSB Com Finance TADS	110743	25.80		Signs
04/11/2013	Wicksteed Leisure Ltd	110744	294.25		Playground replacement
04/11/2013	Rosetta Publishing Ltd	110745	285.60		The Bulletin
05/11/2013	Corona Energy	DD	166.81		Error
11/11/2013	ESC Europe Ltd	110746	124.95		Gazebo Weight - Xmas Fayre
11/11/2013	China Express	110747	748.80		Xmas Lights Dinner
11/11/2013	Dunstable Town Council	110749	24.00		Mayoral event
11/11/2013	The Mayor's Charity Fund	110750	60.00		Mayoral event
11/11/2013	Dave Kirk -Ticket Specialist	110751	85.50		Raffle Tickets
11/11/2013	Terry C Seymour	110752	414.00		Street Lights maintenance
11/11/2013	Lamps & Tubes Illuminations Lt	110753	4,491.46		Xmas Lights
11/11/2013	1st Choice Staff Recruitment L	110754	457.32		Temporary staff wages
11/11/2013	Telefonica UK Ltd	110755	30.00		Monthly DSO mobile
11/11/2013	Mr D Fowler	110756	60.00		Fee for TIC Talk
11/11/2013	Spaldings Ltd	110757	62.46		DSO Consumables
11/11/2013	Sherriff Amenity	110758	472.55		Bowls Club - Aquazorb granules
11/11/2013	Hertfordshire County Council	110759	182.32		Stationery and cleaning
11/11/2013	Gilby's of Sandy	110761	175.12		Consumables
11/11/2013	SandyTown Council	110762	176.05		Petty Cash
11/11/2013	Central Bedfordshire Council	DD	111.00		Rates Market
11/11/2013	Southern Electric	DD	318.46		Office Elec
13/11/2013	N Aldis	UNPAID CHQ	35.00		N Aldis
15/11/2013	Power Computing	DD	266.15		Telephone Bill
18/11/2013	Bedford Borough Council	DD	18,428.44		Wages
18/11/2013	Southern Electric	DD	503.02		Streetlight
19/11/2013	Purchase Power	110760	506.84		Franking machine postage
19/11/2013	Viking-Direct Co UK	110763	33.92		TIC Xmas Card envelopes
19/11/2013	Cottage Farm Nurseries	110764	850.80		Winter bedding plants
19/11/2013	The Town Mayor's Charity Fund	110765	6.00		Mayoral event
19/11/2013	1st Choice Staff Recruitment L	110766	457.32		Temporary staff wages
19/11/2013	Barfordian Coaches Ltd	110767	98.10		TIC Ticket Sales
19/11/2013	TTM Consultancy Services Ltd	110768	144.00		Lights on car park barriers
19/11/2013	Bedford Borough Council	110769	73.00		Recycling collection
19/11/2013	F D Odell & Sons Ltd	110770	352.60		Skip exchange - Depot
19/11/2013	Spaldings Ltd	110771	68.30		Annular ring nails

At : 16:26

Current Bank A/c

List of Payments made between 01/11/2013 and 30/11/2013

<u>Date Paid</u>	<u>Payee Name</u>	<u>Cheque Ref</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
19/11/2013	Sandy Town Council	110772	98.92		Petty Cash
25/11/2013	UK Fuels Ltd	DD	108.00		UK Fuels Ltd
27/11/2013	S	110773	500.00		Sandy Town Council
27/11/2013	Mr W Jackson	110774	26.10		Travelling Expenses
27/11/2013	Parkside Hall No 2 Acc	110775	30.00		Mayoral Event
27/11/2013	Mr J Thrale	110776	59.40		Sale of Honey TIC
27/11/2013	Verto (UK) Ltd	110777	238.80		Service Fee - Roman Sandy site
27/11/2013	1st Choice Staff Recruitment L	110778	457.32		Temporary staff wages
27/11/2013	Understanding People C & T Ltd	110779	240.00		Training
27/11/2013	David W Sutton	110780	61.31		Skarswezy stone collection etc
27/11/2013	1st Response Fire Protection	110781	161.50		Supply/install Sensor&Heater
27/11/2013	Amberley Publishing	110782	31.18		Books TIC
27/11/2013	C & M Smith	110783	54.40		Work Clothing DSO
27/11/2013	Society of London Theatre	110784	23.50		Sale of theatre tickets TIC
27/11/2013	Rosetta Publishing Ltd	110785	285.60		Bulletin publication
27/11/2013	Sandy Town Council	110773	500.00		Xmas Fayre raffle prize etc
27/11/2013	S	110773	-500.00		Sandy Town Council
28/11/2013	British Gas	DD	9.32		Electric J Pav
Total Payments			72,730.83		

At : 16:26

Barclays Active Saver

List of Payments made between 01/11/2013 and 30/11/2013

<u>Date Paid</u>	<u>Payee Name</u>	<u>Cheque Ref</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
13/11/2013	Current Bank A/c	Bnk Tfr	36,000.00		
Total Payments			<u>36,000.00</u>		

Item 3ii

Summary Income & Expenditure by Budget Heading 20/11/2013

Month No : 8

Cost Centre Report

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Of Budget
401 Staff	Expenditure	17,985	148,650	217,748	69,098		69,098	68.3 %
402 Administration-Office	Expenditure	4,409	55,697	74,094	18,397		18,397	75.2 %
	Income	1,368	455,521	443,601	11,920			102.7 %
403 Administration-Works	Expenditure	1,376	17,699	30,700	13,001		13,001	57.7 %
404 Allotments	Expenditure	0	273	500	227		227	54.5 %
405 Footway Lighting	Expenditure	767	5,174	9,555	4,381		4,381	54.1 %
406 Cemetery	Expenditure	0	7,380	9,580	2,200		2,200	77.0 %
	Income	2,792	19,751	17,653	2,098			111.9 %
407 Churchyard	Expenditure	0	0	150	150		150	0.0 %
408 Car Park (Including Market)	Expenditure	231	14,850	17,098	2,248		2,248	86.9 %
	Income	690	3,822	2,550	1,272			149.9 %
409 Public Toilets - Car Park	Expenditure	67	3,917	4,299	382		382	91.1 %
500 Bedford Road Open Space	Expenditure	424	5,957	7,083	1,126		1,126	84.1 %
	Income	0	315	1,070	-755			29.5 %
501 Sund.Rd Open Space & Pavilion	Expenditure	28,976	37,184	35,720	-1,464		-1,464	104.1 %
	Income	0	-4,489	5,806	-10,295			-77.3 %
502 Beeston Green	Expenditure	0	40	1,000	960		960	4.0 %
503 The Pinnacle	Expenditure	0	0	3,700	3,700		3,700	0.0 %
504 Tourist Information Centre	Expenditure	2,560	21,862	34,980	13,118		13,118	62.5 %
	Income	1,605	9,045	12,325	-3,280			73.4 %
505 Grass Cutting	Expenditure	0	0	9,650	9,650		9,650	0.0 %
506 Litter Bins, Seats & Shelters	Expenditure	5	318	310	-8		-8	102.7 %
507 Annual Report & Newsletter	Expenditure	476	1,428	3,500	2,072		2,072	40.8 %
508 S.E.G.	Expenditure	18	302	1,276	974		974	23.7 %
	Income	0	121	0	121			0.0 %
509 Christmas Lights	Expenditure	7,745	9,608	15,433	5,825		5,825	62.3 %
	Income	2,300	3,920	4,000	-80			98.0 %
510 Fallowfield	Expenditure	2	1,802	3,000	1,198		1,198	60.1 %

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Summary Income & Expenditure by Budget Heading 20/11/2013

Month No : 8

Cost Centre Report

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Of Budget
600 The Riddy	Expenditure	0	64	6,413	6,349		6,349	1.0 %
	Income	0	956	1,474	-518			64.9 %
601 Miscellaneous (Incl Interest)	Expenditure	0	575	22,200	21,625		21,625	2.6 %
	Income	4,123	4,123	7,500	-3,377			55.0 %
700 Capital A/c	Expenditure	0	10,575	0	-10,575		-10,575	0.0 %
	Income	13,838	9,078	0	9,078			0.0 %
702 Reserve A/c	Expenditure	0	3,143	0	-3,143		-3,143	0.0 %
	Income	0	0	7	-7			0.0 %
<u>INCOME - EXPENDITURE TOTALS</u>								
	Expenditure	65,040	346,497	507,989	161,492	0	161,492	68.2 %
	Income	26,717	502,165	495,986	6,179			101.2 %
	Net Expenditure over Income	38,324	-155,668	12,003	167,671			

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget	Actual YTD	Projected Actual	Next Year Budget
401 Staff									
4101 Gross Salaries	106,073	102,411	107,134	0	0	107,134	68,557	103,000	104,000
4102 Gross Wages	74,509	77,644	75,254	0	0	75,254	57,847	86,300	74,000
4113 Employers NI	12,189	10,647	12,730	0	0	12,730	7,070	11,000	11,500
4114 Employers Pension Contrib.	21,000	20,717	21,630	0	0	21,630	15,818	24,300	26,000
4116 Miscellaneous Staff Costs	650	644	1,000	0	0	1,000	616	1,000	1,000
			217,748	0	0	217,748	149,907	225,600	216,500
OverHead Expenditure	214,421	212,063	217,748	0	0	217,748	149,907	225,600	216,500
401 Net Expenditure	214,421	212,063	217,748	0	0	217,748	149,907	225,600	216,500
402 Administration-Office									
4203 General Rates	5,220	5,664	5,355	0	0	5,355	5,891	5,892	6,100
4204 Water Charges	320	401	360	0	0	360	270	360	400
4205 Electricity	1,400	1,247	1,440	0	0	1,440	2,227	3,600	4,000
4206 Gas	1,200	1,583	1,645	0	0	1,645	324	1,645	1,800
4207 Insurance (Excluding Vehicles)	16,500	18,171	19,673	0	0	19,673	13,799	20,600	21,600
4217 Office Maintenance/Security	3,200	3,608	3,430	0	0	3,430	2,019	3,430	3,500
4218 Cleaning Materials	820	1,169	1,200	0	0	1,200	921	1,200	1,250
4219 Telephone	1,800	3,145	2,600	0	0	2,600	2,156	3,200	3,200
4220 Print & Stationery etc	2,200	4,409	4,000	0	0	4,000	2,705	4,000	4,000
4221 Postage incl Members Delivery	1,300	1,136	1,000	0	0	1,000	879	1,600	1,600

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14			2014/15			
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement		Revised Budget	Actual YTD	Projected Actual
4223 Refreshments	150	219	150	0	0	150	113	200	200
4225 Equipment Maintenance/Purchase	4,105	3,676	2,000	0	0	2,000	1,451	3,000	3,000
4226 Audit & Accounts Fees	3,200	3,170	3,250	0	0	3,250	3,068	5,600	2,350
4227 Legal & Land Agents Costs	0	1,379	0	0	0	0	708	2,000	1,000
4228 Subscriptions	2,500	2,812	2,575	0	0	2,575	590	1,000	2,700
4229 Publications	400	85	300	0	0	300	177	300	300
4230 Mayors Allowance	1,900	1,267	1,900	0	0	1,900	1,414	1,900	1,900
4232 Members Conference Fees/Exp.	2,000	474	500	0	0	500	467	500	500
4233 Council Grants/Donations	3,500	3,485	1,500	0	0	1,500	1,306	1,500	1,500
4234 Photocopying	1,200	1,550	1,400	0	0	1,400	1,572	2,270	2,270
4235 Service Agreements	8,500	11,330	8,800	0	0	8,800	9,048	9,100	9,500
4236 Election Costs	1,000	6,090	2,000	0	0	2,000	4,418	4,418	4,000
4237 Training/Conferences Staff	3,500	3,128	3,000	0	1,000	4,000	974	4,000	3,500
4238 Miscellaneous Admin Costs	2,000	7,170	2,000	0	0	2,000	971	2,000	2,000
4239 Other pay (Mileage etc) Admin	1,000	0	500	0	0	500	395	500	500
4260 Contingency	4,876	7,269	5,000	0	-2,484	2,516	115	5,000	0
OverHead Expenditure	73,791	93,637	75,578	0	-1,484	74,094	57,978	88,815	82,670
7101 Precept	412,412	412,412	398,491	0	0	398,491	398,491	398,491	455,704
7102 Precept Support Grant	0	0	42,378	0	0	42,378	42,378	42,378	0
7201 Rent Received Etc	1,800	3,398	2,500	0	0	2,500	2,631	2,500	2,575

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget		Actual YTD	Projected Actual
7202 Photocopying Income	0	86	50	0	0	50	37	52	52
7204 Sale of Council Minutes	178	0	182	0	0	182	364	182	195
7205 Miscellaneous Income	0	383,242	0	0	0	0	11,621	7,000	0
Total Income	414,390	799,138	443,601	0	0	443,601	455,521	450,603	458,526
402 Net Expenditure	-340,599	-705,501	-368,023	0	-1,484	-369,507	-397,544	-361,788	-375,856
403 Administration-Works									
4303 General Rates	1,900	1,868	1,950	0	0	1,950	1,917	1,917	2,010
4304 Water Charges	300	9	300	0	0	300	38	300	310
4305 Electricity	700	873	1,200	0	0	1,200	273	370	750
4307 Vehicle Insurance & Licences	2,250	2,103	2,500	0	0	2,500	1,709	2,200	2,500
4309 Vehicle Maintenance	1,500	948	1,500	0	0	1,500	856	1,300	1,500
4337 Maintenance of Buildings	1,600	1,822	1,600	0	0	1,600	1,405	1,600	1,650
4338 Equipment Maintenance	4,000	4,229	4,000	0	0	4,000	1,714	4,000	4,000
4339 New Purchases	2,250	1,972	1,600	0	0	1,600	47	1,600	2,000
4340 Fuel	3,000	2,746	3,500	0	0	3,500	1,589	2,600	3,000
4341 Planting Contract Etc.	5,800	5,628	5,450	0	0	5,450	4,493	5,450	5,700
4342 Consumables & Small Tools	1,200	1,160	1,200	0	0	1,200	1,020	0	1,200
4343 Protective/Corporate Clothing	1,600	1,262	1,400	0	0	1,400	445	1,000	1,400
4344 Disposal of Rubbish	2,200	3,334	3,500	0	0	3,500	2,572	3,400	3,500

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14			2014/15			
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement		Revised Budget	Actual YTD	Projected Actual
4345 Health/Safety & Environmental	1,000	760	1,000	0	0	1,000	45	800	1,000
OverHead Expenditure	29,300	28,712	30,700	0	0	30,700	18,122	26,537	30,520
7211 Sale of Machinery	0	800	0	0	0	0	0	0	0
Total Income	0	800	0	0	0	0	0	0	0
403 Net Expenditure	29,300	27,912	30,700	0	0	30,700	18,122	26,537	30,520
404 Allotments									
4404 Allotment Water Charges	350	240	500	0	0	500	273	300	300
OverHead Expenditure	350	240	500	0	0	500	273	300	300
7216 Allotment Rents	1,000	283	0	0	0	0	0	0	0
Total Income	1,000	283	0	0	0	0	0	0	0
404 Net Expenditure	-650	-44	500	0	0	500	273	300	300
405 Footway Lighting									
4545 Energy Charges (Lighting)	5,750	4,112	5,750	0	0	5,750	3,224	5,750	5,750
4546 Lighting Maintenance	3,200	2,940	3,200	605	0	3,805	1,950	3,200	4,500
OverHead Expenditure	8,950	7,052	8,950	605	0	9,555	5,174	8,950	10,250
405 Net Expenditure	8,950	7,052	8,950	605	0	9,555	5,174	8,950	10,250

Continued on Page 5

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget	Actual YTD	Projected Actual	Next Year Budget
406 Cemetery									
4603 Cemetery Rates	2,100	2,070	2,200	0	0	2,200	2,125	2,125	2,300
4604 Cemetery Water Charges	160	35	180	0	0	180	55	0	180
4650 Cemetery Maintenance	100	93	300	0	0	300	0	0	300
4651 Chapel Maintenance	500	92	500	0	0	500	0	0	1,000
4652 Cemetery Footpaths & Mice	1,100	511	0	0	0	0	0	0	0
4654 Plants/Bulbs Etc.	200	184	200	0	0	200	0	200	200
4656 Grave Digging	6,200	5,685	6,200	0	0	6,200	6,000	6,200	6,200
OverHead Expenditure	10,360	8,670	9,580	0	0	9,580	8,180	8,525	10,180
7226 Burials/Memorials Income	16,000	17,227	17,600	0	0	17,600	19,725	19,000	20,000
7228 Interest on Investment	53	26	53	0	0	53	26	26	26
Total Income	16,053	17,253	17,653	0	0	17,653	19,751	19,026	20,026
406 Net Expenditure	-5,693	-8,583	-8,073	0	0	-8,073	-11,571	-10,501	-9,846
407 Churchyard									
4756 Churchyard Maintenance	0	0	0	0	0	0	0	0	300
4757 Churchyard Paths & Walls	0	0	0	0	0	0	0	0	300
4758 Churchyard Plants	150	0	150	0	0	150	0	150	150
OverHead Expenditure	150	0	150	0	0	150	0	150	750
407 Net Expenditure	150	0	150	0	0	150	0	150	750

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				Projected Actual	Next Year Budget
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget		
408 Car Park (Including Market)								
4803 Car Park Rates	14,400	13,053	14,400	0	0	14,400	13,424	14,200
4808 Loan Repayments	608	608	608	0	0	608	608	608
4844 Market waste collections	225	563	0	0	0	0	0	0
4860 Car Park Maintenance	840	1,154	840	0	0	840	840	850
4862 Car Park (Market) Rates	1,200	1,080	1,250	0	0	1,250	1,110	1,170
OverHead Expenditure	17,273	16,459	17,098	0	0	17,098	15,982	16,828
7236 Friday Market Fees	2,800	2,802	1,800	0	0	1,800	3,010	3,000
7237 Saturday Market Fees	400	416	450	0	0	450	312	300
7238 Other Income Car Park	300	250	300	0	0	300	500	200
Total Income	3,500	3,468	2,550	0	0	2,550	3,822	3,500
408 Net Expenditure	13,773	12,991	14,548	0	0	14,548	12,482	13,328
409 Public Toilets - Car Park								
4903 General Rates	2,100	2,205	2,264	0	0	2,264	2,400	2,400
4904 AWA Charges	525	1,371	1,200	0	0	1,200	992	1,400
4905 Electricity	220	391	320	0	0	320	160	380
4964 Maintenance	500	436	515	0	0	515	515	550
OverHead Expenditure	3,345	4,403	4,299	0	0	4,299	3,967	4,730
Total Income	0	0	0	0	0	0	0	0
409 Net Expenditure	3,345	4,403	4,299	0	0	4,299	3,967	4,730

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget		Actual YTD	Projected Actual
500 Bedford Road Open Space									
5004 Water Charges	570	769	620	0	0	620	1,037	1,037	1,100
5005 Electricity	1,000	596	1,224	404	0	1,628	48	375	750
5063 Bedford Rd Pavilion Maintenance	0	0	0	0	0	0	0	0	500
5064 Maintenance Public Convenience	525	55	525	0	0	525	202	300	300
5066 Maintenance Play Area	4,000	2,975	4,000	0	0	4,000	2,100	4,000	4,000
5067 General Maintenance	300	0	310	0	0	310	2,741	310	320
OverHead Expenditure	6,395	4,395	6,679	404	0	7,083	6,129	6,022	6,970
7241 Sandy FC Rent	800	425	800	0	0	800	0	450	450
7242 Ice cream rent	269	314	270	0	0	270	315	315	330
7244 Miscellaneous Income	0	464	0	0	0	0	0	0	0
Total Income	1,069	1,202	1,070	0	0	1,070	315	765	780
500 Net Expenditure	5,326	3,192	5,609	404	0	6,013	5,813	5,257	6,190
501 Sund.Rd Open Space & Pavillion									
5103 General Rates	4,725	0	0	0	0	0	0	0	0
5104 Water Charges	2,200	1,114	2,000	0	0	2,000	452	1,000	1,000
5105 Electricity	2,000	1,573	2,000	0	0	2,000	1,065	2,000	0
5106 Pavillion Gas	3,000	4,056	3,100	0	0	3,100	1,721	3,440	0

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget		Actual YTD	Projected Actual
5166 Management Fee	0	19,500	19,500	0	0	19,500	28,500	19,500	15,000
5167 Building Maintenance	8,000	1,836	1,000	0	0	1,000	257	1,000	1,000
5168 Play Area Maintenance	3,050	5,783	3,200	0	0	3,200	1,751	3,200	3,200
5171 Bowling Green	2,767	2,486	2,850	0	0	2,850	2,088	2,850	2,950
5172 Cricket Square	2,000	1,907	2,070	0	0	2,070	1,505	2,070	2,140
5173 Fertiliser	400	0	0	0	0	0	0	0	0
OverHead Expenditure	28,142	38,254	35,720	0	0	35,720	37,338	35,060	25,290
7251 Pitch Rental	0	86	0	0	0	0	564	0	0
7252 Pavilion Rental	2,100	6,027	5,000	0	0	5,000	-6,000	4,000	0
7253 Bowls Club Rental	368	368	378	0	0	378	378	378	389
7255 Cricket Club Rental	247	0	253	0	0	253	0	253	260
7256 Scouts ,ACF and SSLA	155	175	175	0	0	175	169	169	170
7260 Misc Sunderland Road	0	0	0	0	0	0	400	150	0
Total Income	2,870	6,656	5,806	0	0	5,806	-4,489	4,950	819
501 Net Expenditure	25,272	31,599	29,914	0	0	29,914	41,828	30,110	24,471
502 Beeston Green									
5273 General Maintenance	500	281	1,000	0	0	1,000	40	650	1,000
5274 Miscellaneous Beeston Green	0	0	0	0	0	0	0	0	1,000
OverHead Expenditure	500	281	1,000	0	0	1,000	40	650	2,000
502 Net Expenditure	500	281	1,000	0	0	1,000	40	650	2,000

Continued on Page 9

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget		Actual YTD	Projected Actual
503 The Pinnacle									
5375 Pinnacle Maintenance	3,650	3,000	3,700	0	0	3,700	0	3,700	3,700
OverHead Expenditure	3,650	3,000	3,700	0	0	3,700	0	3,700	3,700
503 Net Expenditure	3,650	3,000	3,700	0	0	3,700	0	3,700	3,700
504 Tourist Information Centre									
5401 Staff Costs Salaries	27,000	24,269	25,500	0	0	25,500	16,814	25,450	25,750
5402 Staff Uniforms	250	248	200	0	0	200	0	100	200
5405 Services	660	37	0	0	0	0	50	0	0
5419 Communications	262	119	270	0	0	270	62	150	270
5420 Printing & Stationery	1,200	1,287	1,235	0	0	1,235	494	500	1,235
5421 Postage	200	105	175	0	0	175	175	0	0
5422 Petty Cash	100	78	0	0	0	0	0	0	0
5424 Ticket Sales/Merchandise	13,500	9,460	7,500	0	0	7,500	8,036	6,500	5,550
5425 Stock Movement	0	737	0	0	0	0	0	0	0
5428 Membership Fees	100	0	100	0	0	100	0	50	100
5430 Transfer Costs (Contingency)	0	71	0	0	0	0	0	0	0
OverHead Expenditure	43,272	36,413	34,980	0	0	34,980	25,631	32,750	33,105
7402 Sales	21,000	11,413	12,325	0	0	12,325	9,045	11,700	12,000
Total Income	21,000	11,413	12,325	0	0	12,325	9,045	11,700	12,000
504 Net Expenditure	22,272	25,000	22,655	0	0	22,655	16,586	21,050	21,105

Continued on Page 10

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget	Actual YTD	Projected Actual	Next Year Budget
505 <u>Grass Cutting</u>									
5584 Grass Cutting	5,250	3,749	9,650	0	0	9,650	0	9,650	10,000
OverHead Expenditure	5,250	3,749	9,650	0	0	9,650	0	9,650	10,000
Total Income	0	0	0	0	0	0	0	0	0
505 Net Expenditure	5,250	3,749	9,650	0	0	9,650	0	9,650	10,000
506 <u>Litter Bins, Seats & Shelters</u>									
5680 Maintenance Street Furniture	300	508	310	0	0	310	318	313	500
OverHead Expenditure	300	508	310	0	0	310	318	313	500
Total Income	0	0	0	0	0	0	0	0	0
506 Net Expenditure	300	508	310	0	0	310	318	313	500
507 <u>Annual Report & Newsletter</u>									
5785 Printing Costs	4,000	2,618	3,500	0	0	3,500	1,428	2,870	3,500
OverHead Expenditure	4,000	2,618	3,500	0	0	3,500	1,428	2,870	3,500
7291 Annual Report Advertising	1,500	0	0	0	0	0	0	0	0
Total Income	1,500	0	0	0	0	0	0	0	0
507 Net Expenditure	2,500	2,618	3,500	0	0	3,500	1,428	2,870	3,500

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget		Actual YTD	Projected Actual
508 S.E.G.									
5886 Council Contribution (SEG)	1,000	224	500	776	0	1,276	302	500	500
OverHead Expenditure	1,000	224	500	776	0	1,276	302	500	500
7296 SEG Sponsorships	0	0	0	0	0	0	121	121	0
Total Income	0	0	0	0	0	0	121	121	0
508 Net Expenditure	1,000	224	500	776	0	1,276	181	379	500
509 Christmas Lights									
5987 Christmas Illuminations	9,000	8,483	8,949	0	1,484	10,433	4,903	10,433	11,000
5988 Community Christmas Event	0	0	5,000	0	0	5,000	5,812	5,000	5,000
OverHead Expenditure	9,000	8,483	13,949	0	1,484	15,433	10,714	15,433	16,000
7365 Christmas Lights	2,000	3,627	4,000	0	0	4,000	3,920	4,000	4,000
Total Income	2,000	3,627	4,000	0	0	4,000	3,920	4,000	4,000
509 Net Expenditure	7,000	4,857	9,949	0	1,484	11,433	6,794	11,433	12,000
510 Fallowfield									
5175 Maintenance	0	770	3,000	0	0	3,000	1,897	3,000	3,000
OverHead Expenditure	0	770	3,000	0	0	3,000	1,897	3,000	3,000
510 Net Expenditure	0	770	3,000	0	0	3,000	1,897	3,000	3,000

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget	Actual YTD	Projected Actual	Next Year Budget
500 The Riddy									
6001 Drainage Costs	50	38	50	0	0	50	39	39	50
6002 Riddy Maintenance	500	25	500	0	0	500	25	500	500
6003 Riddy Management Fee	6,165	5,665	5,863	0	0	5,863	0	5,863	6,040
OverHead Expenditure	6,715	5,728	6,413	0	0	6,413	64	6,402	6,590
7306 Countryside Stewardship Grant	1,300	1,712	1,000	0	0	1,000	479	958	1,000
7307 Angling Licence Rent	462	462	474	0	0	474	477	477	475
Total Income	1,762	2,174	1,474	0	0	1,474	956	1,435	1,475
600 Net Expenditure	4,953	3,555	4,939	0	0	4,939	-892	4,967	5,115
601 Miscellaneous (Incl Interest)									
6177 Parish Clock	190	195	200	0	0	200	201	200	200
6178 Village Hall Loan	0	2,500	0	0	0	0	0	0	0
6184 CCTV Fees	21,420	20,114	22,000	0	0	22,000	575	24,000	15,000
6185 Asset Valuation	0	0	0	0	0	0	0	0	500
OverHead Expenditure	21,610	22,809	22,200	0	0	22,200	776	24,200	15,700
7319 Interest Precept A.c	60	41	4,500	0	0	4,500	0	1,000	2,000
7320 Interest Santander Ac	3,165	3,769	3,000	0	0	3,000	4,123	4,122	3,500

Note : Final Draft as agreed 6.1.2014

	2012/13		2013/14				2014/15		
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget		Actual YTD	Projected Actual
7321 Interest Barclays Active Saver	0	203	0	0	0	0	0	200	0
7351 Miscellaneous	12,300	792	0	0	0	0	0	0	0
Total Income	15,525	4,806	7,500	0	0	7,500	4,123	5,322	5,500
601 Net Expenditure	6,085	18,004	14,700	0	0	14,700	-3,347	18,878	10,200
700 Capital A/c									
6188 Capital a/c Expenditure	30,210	32,426	0	0	0	0	2,244	0	0
6191 S106 Expenditure	0	1,681	0	0	0	0	6,857	0	0
6501 CAP - Hearing Loop System	0	0	0	0	0	0	1,474	0	0
OverHead Expenditure	30,210	34,107	0	0	0	0	10,575	0	0
7364 S106 Money Received	0	9,426	0	0	0	0	9,078	0	0
Total Income	0	9,426	0	0	0	0	9,078	0	0
700 Net Expenditure	30,210	24,681	0	0	0	0	1,497	0	0
702 Reserve A/c									
6189 Reserve Fund	0	4,417	0	0	0	0	3,143	0	-15,000
OverHead Expenditure	0	4,417	0	0	0	0	3,143	0	-15,000
7363 Reserve fund income	0	0	7	0	0	7	0	0	0
Total Income	0	0	7	0	0	7	0	0	0
702 Net Expenditure	0	4,417	-7	0	0	-7	3,143	0	-15,000

Budget Detail - By Centre

Note: (-) Net Expenditure means Income is greater than Expenditure

Note : Final Draft as agreed 6.1.2014

	<u>2012/13</u>		<u>2013/14</u>				<u>2014/15</u>	
	Budget	Actual	Agreed Budget	Fwd/Rev Budget	Net Virement	Revised Budget	Projected Actual	Next Year Budget
Total Budget Expenditure	517,984	536,994	506,204	1,785	0	507,989	519,774	484,583
Income	480,669	860,245	495,986	0	0	495,986	501,422	506,626
Net Expenditure	37,315	-323,251	10,218	1,785	0	12,003	18,352	-22,043

Sandy Town Council

9 **Open Space at Fallowfield, Sandy
Clerk's Report**

Copy correspondence from the Town Council's Solicitors is attached.

Members will recollect that the Town Council is the registered owner of land at Fallowfield following its adoption in 2012. At the time the transfer of the land was effected the Charges register at the Land Registry still showed that part of the land was subject to a mortgage. Following legal advice the transfer was proceeded with in order to avoid further delay. Although the Land Registry had agreed to remove the entry (as the original developer advised that no monies were due) an objection has now been made by Sharman Law acting on behalf of parties unknown. Therefore the entry still stands although as the correspondence indicates this will be removed if it is not sustained.

Members are asked to note the position which the Town Clerk will continue to monitor.

Mrs Delia Shepard
Clerk : Sandy Town Council
10 Cambridge Road
SANDY
BEDFORDSHIRE
SG19 1JE

Date: 06 January 2014

Our ref: RST/SAN0191

Your ref:

Dear Mrs Shepard

Open Space at Fallowfield, Sandy

Further to my telephone conversation with your office I confirm that although the Town Council is the registered owner of the above property, the Charges register is still showing that part of the land is subject to a mortgage. I enclose a copy of the Register entries for your information.

I had further correspondence with the Land Registry after receiving confirmation from the original developer that no monies were due.

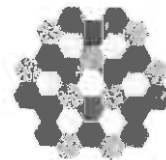
The Land Registry agreed to remove the entry but stated they would have to give notice to the persons described as being entitled to the Charge. On the last day for objections I received a telephone call from Sharman Law. I explained the position to them, and sent them copies of the documents. They felt however that until they could get instructions they would have to object to the removal.

I am not sure who they are obtaining instructions from but at the moment the objection still stands although if it is not sustained shortly the Land Registry will remove the entry.

If there are any queries please contact me.

Yours sincerely,


Roger Taylor
Hedleys Solicitors
Email: rtaylor@hedleys-solicitors.co.uk



Official copy of register of title

Title number BD283895

Edition date 13.06.2012

- This official copy shows the entries in the register of title on 11 October 2012 at 15:14:13.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 October 2012.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Peterborough Office.

A: Property register

This register describes the land and estate comprised in the title.

CENTRAL BEDFORDSHIRE

- 1 (30.06.1994) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of Sunderland Road, Sandy.
- 2 (11.10.1995) The Transfer dated 23 June 1995 referred to in the charges register contains the following provision:-

Part E General Transfer Provisions

E.1 In relation to the rights granted and reserved in this Transfer (whether in relation to the Barton Estate or the Sandy Estate) the following ancillary provisions shall have effect:

E.1.1 Where rights shall be exercisable in the future then (except in relation to rights of entry for maintenance) the rights shall only be exercisable within the Perpetuity Period

E.1.2 rights of entry shall be exercisable upon reasonable prior notice save in case of emergency when entry shall be permitted without prior notice

E.2 Rights of entry shall only be exercised to the extent reasonably required for the proper exercise of the rights hereby granted or reserved

E.3 Rights of entry shall so far as reasonably practicable be exercised only in relation to land upon which Roads or Sewers are laid and so as otherwise to avoid so far as reasonably practicable entry on to land which lies within the curtilage of dwellings erected or approved to be erected upon the Barton Estate or the Sandy Estate

A: Property register continued

E.4 Rights of entry shall be exercisable with agents servants workmen and others and with any necessary materials and equipment

E.5 In relation to rights for the construction of Roads Sewers and other Service Media rights of entry shall be exercisable only in relation to the construction of Roads Sewers and Service Media approved by SBDC MBDC the Highway Authority the Drainage Authorities or other relevant statutory undertakings as appropriate

E.6 Rights of entry shall be exercisable in such manner as shall cause the reasonable minimum of damage and disturbance and so that any damage or disturbance so caused shall be made good with all reasonable expedition by the person exercising such rights

E.7 The rights granted and reserved shall enure for the benefit of the dominant tenement and all houses buildings and other structures now or at any time within the Perpetuity Period erected thereon"

- 3 (13.06.2012) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 12 June 2012 referred to in the Charges Register.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (13.06.2012) PROPRIETOR: SANDY TOWN COUNCIL of Council Offices 10 Cambridge Road, Sandy, Bedfordshire SG19 1JE.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (08.06.2006) The land is subject to rights of drainage and rights in respect of other services.
- 2 (08.06.2006) The parts of the affected thereby are subject to rights for boundary structures on the parts so adjoining to overhang or protrude.
- 3 (08.06.2006) The parts of the land affected thereby are subject to rights of support for land or buildings on the parts so adjoining.
- 4 (08.06.2006) The parts of the land affected thereby are subject to rights of entry for repair and maintenance of dwellinghouses or garages on the parts so adjoining.
- 5 (30.06.1994) The Deed dated 15 March 1956 referred to below contains the following covenants:-

"THE Grantor hereby covenants with the Board to the intent and so as to bind the said land that no buildings shall be erected over the mains pipes and ancillary equipment specified in the First Schedule hereto without the consent of the Board"
- 6 (30.06.1994) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 15 March 1956 made between Arthur

C: Charges register continued

Reginald Bertram Crawley (Grantor) and (2) The Sandy and District Permanent Mutual Benefit Building Society (Mortgagees) and (3) The Eastern Gas Board (Board):-

"the Grantor as BENEFICIAL OWNER HEREBY GRANTS and the Mortgagees as mortgagees at the request of the Grantor hereby surrender and release unto the Board and its assigns in fee simple the easements privileges rights and liberties specified in the First Schedule hereto in over and under the said land

THE FIRST SCHEDULE above referred to

The easements privilege right and liberty of laying and maintaining mains pipes and other ancillary equipment used in connection with the conveyance of gas in and under the land

.....

at a depth of not less than two feet in the position indicated by a red line on the said plan between the points marked 'A' and 'B' and of inspecting maintaining repairing and renewing such mains pipes and other ancillary equipment and of obtaining access to the same for any of the purposes aforesaid"

NOTE: The "red line" referred to is shown by a blue broken line on the title plan. The points "A" and "B" referred to are reproduced on the title plan

7 (30.06.1994) The land is subject to the following rights contained in a Transfer dated 29 November 1993 made between (1) Janet Frances Emily Dilley (Mrs Dilley) and (2) Twigden Homes Limited (Twigden):-

"Twigden grants to Mrs Dilley for the benefit of the Dilley Green Retained Land the rights over the Sale Site set out in the Second Schedule hereto

THE SECOND SCHEDULE before referred to

Rights reserved and granted for the benefit of the Dilley

Green Retained Land over the Sale Site

1. The free and uninterrupted passage and running of water soil gas electricity and telephone services from and to the Dilley Green Retained land into and along the Service Installations which shall within 80 years from the date of this Transfer be laid in over or under the Sale Site or any part thereof including the right to connect to such Service Installations

2. The right for the owners and occupiers of the Dilley Green Retained land and all others lawfully authorised by her or them respectively upon reasonable notice (except in case of emergency) to enter upon the Sale Site with workmen and others and with any necessary vehicles plant and materials and equipment for the purpose of connecting to inspecting maintaining and repairing the Service Installations and any other installations serving or capable of servicing the Dilley Green Retained Land or any buildings thereon and (if necessary) to lay conducting media to connect to the Service Installations along such route or routes as Mrs

C: Charges register continued

Dilley or her successors in title shall reasonably specify and for repairing and carrying out other works for the benefit of the Dilley Green Retained Land and any buildings or erections thereon which cannot reasonably be otherwise effected Provided always nothing herein contained shall entitle Mrs Dilley or her successors in title to construct Service Installations in such a manner as shall prejudicially affect the development of the Sale Site in accordance with the Planning Permission granted prior to the date hereof to Twigden or any subsequent Planning Permission and provided further that the person or persons exercising such rights shall cause as little inconvenience and damage as possible and make good with reasonable expedition or pay compensation for all damage thereby caused to the Sale Site"

NOTE: The "Dilley Green Retained Land" referred to lies to the East and Southern of the land in this title. The land in this title forms part of the "Sale Site" referred to. The "Service Installations" referred to comprise the sewers drains pipes mains cables and other installations.

8 (30.06.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered 4 in blue on the title plan dated 29 June 1994 made between (1) Twigden Homes Limited and (2) Laing Homes Limited:-

"Together with the rights for the benefit of the Red Land Transferred over the Blue Retained Land specified in the First Schedule hereto

THE FIRST SCHEDULE before referred to

Rights granted by Twigden to Laing for the benefit

of the Red Land Transferred over the Blue Retained Land

.....
6. A right to enter upon the Blue Retained Land for the purpose of constructing Service Media

7. A right after constructing Service Media in accordance with the provisions of Paragraph 5 hereof to use the same for the supply of water gas electricity telephone and other services to the Red Land Transferred

8. If Twigden shall be in breach of any obligations on its part to construct Twigden Orange Phase 1 Link Road or Twigden's Mauve Phase 2 Link Road or Twigden's Green Phase 1 Distributor Road or Twigden's Estate Main Foul Sewer or Twigden's Estate Main Surface Water Sewer a right to enter upon the Blue Retained Land (and to exercise the rights granted by Mr & Mrs Codd over their retained land in the said Conveyance dated the 9th day of May 1994) for the purpose of constructing the same

9. A right to enter upon the Blue Retained Land for the purpose of maintaining (including inspecting repairing and renewing) any Roads Sewers or Service Media now or hereafter used for the purposes of access to or drainage from or the supply of services to the Red Land Transferred

NOTE: Copy Location Plan filed under BD183327.

9 (15.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered 1 in blue on the title plan dated 10 February 1995 made between (1) Twigden

C: Charges register continued

Homes Limited (Transferor) and (2) Eastern Group PLC (Company):-

"together with the rights set out in the Schedule hereto

THE SCHEDULE hereinbefore referred to

(a) Full right and liberty for the Company and all persons authorised by it (in common with the Transferor and all persons having the like right) to pass and repass at all times and for all purposes with or without vehicles to and from the site over and along the land shown by a black dot screen and black cross hatch on the said site plan

(b) Full right and liberty for the Company to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the land shown by black cross hatch on the said site plan and to enter thereon and break up the surface thereof so far as necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes the Company making good so far as may be all damage occasioned thereby

(c) Full right and liberty for the Company to open gates or doors outwards in the south boundary of the site over the land shown by black cross hatch on the said site plan

(d) Full right and liberty for the Company to take in and expel air from and over the adjoining land of the Transferor through the ventilators in the walls of the electricity substation now or hereafter (but within the period of Eighty years from the date hereof which shall be the perpetuity period applicable hereto) to be erected on the site and to enter on so much of the said adjoining land of the Transferor as may be necessary from time to time for the purpose of maintaining such ventilators"

NOTE: Copy Transfer filed under BD188041.

10 (11.10.1995) The land is subject to the following rights granted by a Transfer of the land edged and numbered 5 in blue on the title plan dated 23 June 1995 made between (1) Wimpey Homes Holdings Limited and (2) Twigden Homes Limited:-

"Together with the rights set out in the Fourth Schedule hereto

THE FOURTH SCHEDULE before referred to

Rights granted by Twigden to Wimpey for the benefit

of the Blue Sandy Lane Transferred over the

Yellow Sandy Retained Land

.....
4. A right after constructing Sewers to use the same and the Sandy Main Sewers for drainage from the Blue Sandy Land Transferred to the public sewer or public watercourse

C: Charges register continued

5. A right to enter upon the Yellow Sandy Retained Land for the purpose of constructing and connecting to the Sandy Service Media

6. A right after constructing Service Media and connecting to the Sandy Service Media in accordance with the provisions of Paragraph 5 hereof to use the same for the supply of water gas electricity telephone and other services to the Blue Sandy Land Transferred

.....
8. A right to enter upon the Yellow Sandy Retained Land for the purpose of maintaining (including repairing and renewing) any Roads Sewers or Service Media not or hereafter used for the purposes of access to or drainage from or the supply of services to the Blue Sandy Land Transferred

.....
10. The rights reserved in the Laing Sandy Transfer so far as they are capable of benefiting the Blue Sandy Land Transferred."

NOTE 1: In this Transfer unless the context otherwise requires the following expressions shall have the meanings respectively assigned to them that is to say:

"SBDC" means South Bedfordshire District Council being the local planning authority for the Barton Estate

"MBDC" means Mid Bedfordshire District Council being the local planning authority for the Sandy Estate

"the Highway Authority" means Bedfordshire County Council as highway authority "the Drainage Authorities"

"the Drainage Authorities" means National Rivers Authority Anglian Water Services Limited and Bedford and River Ivel Drainage Board

"Road(s)" means road(s) intended to be constructed whether upon the Barton Estate or the Sandy Estate to the standards of the Local Highway Authority and intended for adoption as public highways (and the expression "Road(s)" may include footpaths constructed and intended for adoption even where separated from carriageways but so that in the case of such footpaths the rights hereby granted and reserved shall be exercisable on foot only)

"Sewer(s)" means foul and surface water sewer(s) and drain(s) together with any ancillary pumping station(s) balancing reservoir(s) control gear and other accessories

"the Easement Provisions" means the provisions relating to the exercise of rights hereby granted and reserved contained in Section E hereof

"the Perpetuity Period" means 80 years from the date hereof which shall be the perpetuity period applicable hereto for the purposes of the Perpetuities and Accumulations Act 1964

"Service Media" means pipes cables and other service media for the supply of gas water electricity telephone and other services

"the Sandy Location Plan" means the plan marked "Sandy Location Plan" which is for the purpose of identification and not of accurate definition annexed hereto

"the Sandy Site Plan" means the plan marked "Sandy Site Plan" which is

C: Charges register continued

annexed hereto

"the Sandy Estate" means the primarily residential development estate known as Fallow Field lying between Tempsford Road (A1 Trunk Road) and Middlefield Road Sandy Beds shown on the Sandy Location Plan

"the Blue Sandy Land Transferred" means the land forming part of the Sandy Estate for the purpose of general identification only shown edged blue on the Sandy Location Plan and for the purpose of more accurate definition shown edged blue on the Sandy Site Plan

"the Yellow Sandy Retained Land" means (i) the land which is for the purpose of general identification only shown edged yellow on the Sandy Location Plan and (ii) so far as may be required in relation to the full exercise of the rights of the surface water drainage granted in this Transfer to Wimpey for the benefit of the Blue Sandy Land Transferred shall be deemed to include a parcel of land used as a surface water balancing reservoir near Middlefield Road Sandy of which Twigden are registered as proprietor at H M Land Registry under Title Number BD182186 (iii) shall include the benefit of the rights reserved in the Laing Sandy Transfer so far as they benefit the Blue Sandy Land Transferred

"the Laing Sandy Transfer" means a Transfer of the Brown Laing Sandy Land dated the 29th day of June 1994 made between Twigden of the one part and Laing of the other part

"the Sandy Distributor Road" means the Road partially constructed across the Sandy Estate shown coloured green on the Sandy Location Plan

"The Sandy Main Sewers" means (i) foul sewers by Twigden connecting to an existing public sewer and (ii) surface water sewers constructed by Twigden discharging to a public watercourse

"the Sandy Service Media" means pipes cables and other service media constructed by or at the request of Twigden for the supply of gas water electricity telephone and other services upon the Sandy Estate

A.2 References in this Transfer to "Twigden" and "Wimpey" shall include their respective successors in title

A.3 References in this Transfer to SBDC MBDC the Highway Authority and the Drainage Authorities shall include their statutory successors and any authority or organisation which may become entitled to exercise the powers of SBDC MBDC the Highway Authority or the Drainage Authorities."

NOTE 2: Copies filed under BD191745.

- 11 (05.10.1995) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered 2 in blue on the title plan dated 28 September 1995 made between (1) Twigden Homes Limited (Transferor) and (2) Eastern Group PLC (Company):-

"together with the rights set out in the Schedule hereto

THE SCHEDULE hereinbefore referred to

(a) Full right and liberty for the Company and all persons authorised by it (in common with the Transferor and all persons having the like right) to pass and repass at all times and for all purposes with or without vehicles to and from the site over and along the land shown by black cross hatch on the said Drawing

C: Charges register continued

(b) Full right and liberty for the Company to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the land shown by black cross hatch on the said Drawing (hereinafter called "the cable route") and upon giving a reasonable period of notice (save in case of emergency when no notice will be necessary) to enter thereon and break up the surface thereof so far as necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes the Company forthwith making good all damage occasioned thereby to the reasonable satisfaction of the Transferor

(c) Full right and liberty for the Company to open gates or doors outwards over the land shown by black cross hatch on the said Drawing

(d) Full right and liberty for the Company to take in and expel air from and over the adjoining land of the Transferor through the ventilators in the walls and doors of the building now or hereafter (but within the period of Eighty years from the date hereof which shall be the perpetuity period applicable hereto) to be erected on the site and to enter on so much of the said adjoining land of the Transferors as may be necessary from time to time for the purpose of maintaining such ventilators

(e) Full right and liberty for the Company to discharge rainwater from the roof spouts gutters and pipes of the said building into the surface water drains now or hereafter (but within the perpetuity period) to be laid under the said adjoining land of the Transferor

(f) Full right and liberty for the Company and all persons authorised by it from time to time to enter on so much of the said adjoining land of the Transferor as may be necessary for the purposes of inspecting and maintaining the walls doors and roof of the said building and inspecting cleansing repairing renewing and maintaining the said spouts gutters and pipes the Company causing as little inconvenience as possible in the exercise of such rights and making good and paying for any damage caused thereby"

The said Transfer also contains the following covenants by the Transferor:-

"THE Transferor with intent to bind the cable route into whosoever hands the same may come and for the benefit and protection of the Company's undertaking and the cable route hereby covenants with the Company that the Transferor and those deriving title under the Transferor will at all times hereafter observe and perform the following stipulations that is to say:-

(a) save in respect of any buildings shown on the said Drawing that nothing shall be done or suffered to be done upon the cable route which may in any way interfere with or damage the said works or interfere with or obstruct the Company's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over the said cable route

(b) that the ground cover or the depth of soil over the cable route will not in any way be altered

(c) that no excavations in or over the cable route will be carried out

C: Charges register continued

without prior notification and affording a representative of the Company the opportunity of being in attendance"

NOTE: The land shown by black cross hatch referred to is shown by blue hatching on the title plan.

12 (12.07.1996) The land is subject to the following rights granted by a Transfer of the land edged and numbered 3 in blue on the title plan dated 21 June 1996 made between (1) Twigden Homes Limited (2) Barratt Homes Limited and (3) Barratt Northampton Limited:-

"Together with the rights for the benefit of the Sandy Land Transferred over the Sandy Estate specified in the First Schedule hereto

THE FIRST SCHEDULE before referred to

Rights granted by Twigden to BHL for the benefit of

the Sandy Land Transferred over the Sandy Estate

.....
4. A right to enter upon the Sandy Estate for the purpose of connecting the Transferee's estate sewers constructed within the Sandy Land Transferred to the Sandy Estate Mains Foul Sewer and the Sandy Estate Mains Surface Water Sewer at the positions so indicated upon the Sandy Sale Plan and constructing and connecting to surface water manhole 107 and or in such other positions as Twigden may first agree with the Transferee in writing (such agreement not to be unreasonably withheld or delayed)

5. A right after constructing the estate foul sewers within the Sandy Land Transferred in accordance with paragraph 4 hereof to use the Sandy Estate Main Foul Sewer for foul drainage from the Sandy Land Transferred to the public sewer

6. A right after constructing the estate surface water sewers within the Sandy Land Transferred to use the Sandy Estate Main Surface Water Sewer for surface water drainage from the Sandy Land Transferred to the public watercourse

7. A right to enter upon the Sandy Retained Land for the purpose of constructing Service Media or of connecting the Services within the Sandy Land Transferred unto Service Media laid or constructed within the Sandy Retained Land

8. A right after constructing Service Media in accordance with the provisions of Paragraph 7 hereof to use the same for the supply of the Services to the Sandy Land Transferred

9. If Twigden shall be in breach of any obligations on its part to construct the Sandy Relief Road or the Sandy Distributor Road or the Sandy Estate Main Foul Sewer or the Sandy Estate Main Surface Water Sewer a right to enter upon the Sandy Retained Land for the purpose of constructing the same

10. If Laing shall be in breach of its obligations contained in the Laing Transfer to construct that part of the Sandy Distributor Road and the Sandy Estate Main Foul Sewer and the Sandy Estate Main Surface Water Sewer within the land edged brown on the Sandy Location Plan the right to require

C: Charges register continued

Twigden to enforce such obligations for the benefit of the Sandy Land Transferred

11. A right to enter upon the Sandy Retained Land for the purpose of maintaining (including inspecting repairing and renewing) any Roads Sewers or Service Media now or hereafter used for the purposes of access to or drainage from or the supply of Services to the Sandy Land Transferred

.....

13. The rights reserved in the Laing Transfer and the Wimpey Transfer so far as they are capable of benefiting the Sandy Land Transferred"

NOTE 1: In this Transfer unless the context otherwise requires the following expressions shall have the meanings respectively assigned to them that is to say:

"the Transferee" means Barratt Northampton Limited

"BHL" means Barratt Homes Limited

"the Location Plan" means the plan marked "Sandy Location Plan" which is for the purpose of identification and not by way of accurate definition annexed hereto

"the Sandy Sale Plan" means the plan marked "Phase 2B Constraints Plan" which is annexed hereto

"the Sandy Estate" means the (primarily) residential development estate of Twigden known as Fallow Field lying between Tempsford Road (A1 Trunk Road) and Middlefield Road Sandy Beds shown on the Sandy Location Plan and thereon edged blue green and brown and including the land registered with title number BD182826

"the Sandy Land Transferred" means the land forming part of the Sandy Estate for the purpose of general identification only shown edged red on the Sandy Location Plan and for the purpose of accurate definition shown edged red on the Sandy Sale Plan

"the Sandy Retained Land" means the parts of the Sandy Estate other than the Sandy Land Transferred and those parts of the Sandy Estate edged green and brown on the Sandy Location Plan belonging to Twigden

"the Sandy Relief Road" means the Phase 1 Sandy Relief Road and Phase 2 Sandy Relief Road combined

"the Sandy Distributor Road" means the section of distributor road constructed or to be constructed the route whereof is shown in part hatched orange on the Sandy Location Plan between the points marked B and Y and as to the remainder coloured yellow between the points marked Y and Z

"Sewers" means foul and surface water sewers and drains together with ancillary pumping stations balancing reservoirs control gear and all other necessary accessories

"the Sandy Estate Main Foul Sewer" means the foul sewer to be constructed by Twigden from the boundary of the Sandy Land Transferred and connecting to the existing public sewer

"the Sandy Estate Main Surface Water Sewer" means the Surface Water Sewer to be constructed by Twigden from the boundary of the Sandy Land Transferred and discharging to a watercourse maintained by the Drainage

C: Charges register continued

Authorities

"Service Media" means pipes cables and other service media for the supply of Services

"Services" means the supply of gas water electricity telephone cable and other services upon the Sandy Estate and the Shefford Estate as provided by the Service Authorities

NOTE 2: Copy filed under BD194965.

- 13 (18.02.1999) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 12 February 1999 made between (1) Twigden Homes Limited and (2) Eastern Electricity Plc:-

THE Grantor hereby grants unto the Company FULL RIGHT AND LIBERTY for the Company to lay erect maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary and the "H" pole and stays together with the overhead line attached thereto as shown on the Drawing next herein mentioned coloured pink (hereinafter referred to as "the said works") under so much of the land as falls within the above mentioned Title as indicated and in the position shown by black diagonal hatching superimposed on the blue colouring on Drawing Number 5262001910 annexed hereto (hereinafter referred to as "the cable route") AND ALSO full right and liberty upon giving a reasonable period of notice (save in case of an emergency where no notice will be necessary) to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time and at all reasonable times hereafter for the purposes aforesaid

THE Company hereby covenants with the Grantor as follows:-

that it will cause as little inconvenience and do as little damage as possible to the said property of the Grantor in the exercise of the rights and liberties hereby granted and will forthwith make good all damage and disturbance which may be caused thereby to the reasonable satisfaction of the Grantor

that it will maintain and keep in good repair and condition the said works so as not to be a danger to the Grantor or the Grantor's tenants licensees or visitors

that it will keep the Grantor indemnified against all losses claims costs expenses and damages which the Grantor may suffer or incur by reason of anything done or omitted to be done by the Company its servants or agents in pursuance of this Grant Provided that the Grantor shall as soon as practicable give notice in writing to the Company of any action or claim brought made or threatened against the Grantor and shall not settle or compromise such action or claim without the consent of the Company such consent not to be unreasonable withheld or delayed

The said Deed also contains following covenants by the grantor:-

THE Grantor with the intent to bind the said property of the Grantor into whosoever hands the same may come (but not so as to be under a continuing liability after the Grantor has disposed of the Grantor's interest in the land) and for the benefit and protection of the Company's undertaking and the said works hereby covenants with the Company that the Grantor will at all times hereafter observe and perform the following stipulations that is to say:-

save in respect of any buildings shown on the said Drawing that nothing

C: Charges register continued

shall be done or suffered to be done upon the cable route which may in any way interfere with or damage the said works or interfere with or obstruct the Company's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over the cable route without the consent of the Company such consent not to be unreasonable withheld or delayed

that the ground cover or the depth of soil over the said works will not in any way be altered without the consent of the Company such consent not to be unreasonably withheld

that no excavations in or over the cable route will be carried out without prior notification and affording a representative of the Company the opportunity of being in attendance

no buildings will be erected or trees planted within 6 metres of the said "H" pole

nothing will be done or suffered to be done upon the third property of the Grantor which would have the effect of withdrawing support from the said "H" pole or stays

NOTE 1: The "H" pole referred to above is shown in blue on the filed plan

NOTE 2: The black diagonal hatching superimposed on the blue colouring referred to above is cross hatched blue on the title plan so far as it affects the land in this title.

- 14 (06.11.2001) The land is subject to the following rights granted by a Transfer of the land edged and numbered 6 in blue on the title plan dated 26 October 2001 made between (1) Twigden Homes Limited (Transferor) and (2) Anglian Water Services Limited (Transferee):-

"The Property is transferred together with:

.....

1.2 The benefit (so far as the same are capable of benefiting the Property) of all easements and rights granted to or reserved by the Transferor and in particular the right to the free and uninterrupted passage of water soil gas electricity from and to the Property through all such sewers drains watercourses pipes wires and cables as are now or shall be before the expiration of the perpetuity period laid or placed in under or over the remaining land in the above title or any other part of land originally registered under the above title"

- 15 (19.03.2002) The land is subject to the rights granted by a Transfer of other land dated 28 February 2002 made between (1) Twigden Homes Limited and (2) Westbury Homes (Holdings) Limited.

NOTE:-Copy filed under BD211284.

- 16 (10.11.2004) The land is subject to the rights granted by a Transfer of other land dated 9 November 2004 made between (1) Twigden Homes Limited and (2) Bedfordshire County Council.

NOTE: Copy filed under BD240603.

- 17 (06.09.2005) The land tinted pink and tinted yellow on the title plan is subject to the rights granted by a Transfer of land lying to the east of

C: Charges register continued

the land tinted pink on the title plan dated 4 August 2005 made between (1) Twigden Homes Limited and (2) Westbury Homes (Holdings) Limited.

NOTE: Copy filed under BD211284.

- 18 (13.06.2012) A Transfer of the land in this title dated 12 June 2012 made between (1) Twigden Homes Limited and (2) Sandy Town Council contains restrictive covenants.

NOTE: Copy filed.

- 19 (30.06.1994) REGISTERED CHARGE dated 29 November 1993 affecting the land coloured blue on the title plan to secure the moneys therein mentioned.

NOTE 1: The "Contributing Legal Charge" referred to is now discharged

NOTE 2: Copy filed under BD196822.

- 20 (30.06.1994) Proprietor: PEGGY GLENN, ROBERT NICHOLAS GLENN, JOHN GLENN, JOHN GEOFFREY CHRISTOPHER TOPHAM, EILEEN MARY INFIELD, JOHN WILLIAM INFIELD, GILLIAN MARY WHEELER, JANET FRANCES EMILY DILLEY, BRIAN AUBREY HERBERT QUARRY, MONA BLAIN, EDWARD CHARLES BARKER and ARTHUR REGINALD BERTRAM CRAWLEY care of Messrs Sharman & Trethewy, 1 Harpur Street, Bedford, MK40 1PF and SANDY TOWN COUNCIL care of Messrs Sharman & Trethewy, 1 Harpur Street, Bedford, MK40 1PF.

End of register

Sandy Town Council

10 **Cricket Club License**

Clerk's Report

A draft licence has been prepared on behalf of Sandy Town Council to be agreed with Sandy Cricket Club (copy attached) as previously instructed by Council. It is the Town Clerk's intention to write to the Cricket Club with the draft licence and to arrange a meeting with the Secretary of the Club to discuss and agree the terms. It is noted that since the licence was drafted membership of the Cricket Club committee has changed and the draft will be updated with the new officers.

Members are invited to note the draft licence and to confirm the intended course of action.

Hedleys

SOLICITORS

6 Bishopsmead Parade
East Horsley
Surrey KT24 6SR
Tel: 01483 284567
Fax: 01483 284817
DX: 141174 East Horsley
www.hedleys-solicitors.co.uk

Mrs Delia Shepard
Clerk : Sandy Town Council
10 Cambridge Road
SANDY
BEDFORDSHIRE
SG19 1JE

RECEIVED
7 JAN 2014

Date: 06 January 2014
Our ref: RST/ SAN0191
Your ref:

Dear Mrs Shepard

Licence to Cricket Club, Sandy

Further to my telephone conversation with your office I enclose a hard copy of the draft licence which was sent, with apologies, last week.

If there are any queries please contact me.

Yours sincerely

Roger Taylor
Hedleys Solicitors
Email: r.taylor@hedleys-solicitors.co.uk

DATED

LICENCE TO OCCUPY

relating to premises at Sunderland Road, Sandy, Bedfordshire

SANDY TOWN COUNCIL

and

SANDY TOWN CRICKET CLUB

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SCHEDULE

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THIS LICENCE is dated

PARTIES

- (1) **SANDY TOWN COUNCIL** of 10 Cambridge Road, Sandy, SG19 1JE (**Licensor**).
- (2) **MICHAEL REYNOLDS** of 12 Powers Close, Sandy, Bedfordshire SG19 1JS ;
BRIAN MERVYN TAYLOR of Whiteacre, Grange Gardens, Beeston and
DESMOND LARCOMBE of 2 Cedar Gardens, Sandy, Bedfordshire SG19 1EY as
duly authorised officers on behalf of Sandy Town Cricket Club (**Licensee**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Premises : means the two changing rooms, toilets, kitchen, education room and the scoreboard at the Pavilion Sunderland Road Recreation Ground, Sandy, Bedfordshire

Cricket Field : means the cricket wicket and the outfield ancillary thereto

Storage Facilities means the brick garage building and the storeroom designated for the use of the Licensee in Banks Pavilion :

Common Parts: such roads, paths, entrance halls, corridors, and other means of access in or upon the Premises and the Storage facilities the use of which is necessary for obtaining access to and egress from the Premises and the Storage facilities as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Cricket Season : 1st May to the 31st August (inclusive) in each year or such other period as shall be agreed from time to time between the Licensor and the Licensee

Licence Fee: a peppercorn.

Licence Fee Commencement Date: the date of this licence.

Licence Period: the period from and including the date of this licence until the date on which this licence is determined in accordance with clause 4.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: in respect of the Cricket field the playing of cricket and organised cricket training by the Licensor during the Cricket season : in respect of the Premises the provision of non alcoholic refreshments and changing facilities in connection with the use of the Cricket field and in respect of the Storage facilities the storage of the Licensor's equipment for the maintenance of the Cricket field

Property : means the Premises, the Cricket Field and the Storage Facilities

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, and all other services and utilities and all structures, machinery and equipment ancillary to those media.

The Club : shall mean the Sandy Town Cricket Club as constituted at the date of this Licence

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.7 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 1.9 References to clauses, and Schedules are to the clauses, and Schedules of this licence; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 Unless otherwise expressly provided, the obligations and liabilities of the Licensee and the members of the Club from time to time under this agreement are joint and several.

2. LICENCE TO OCCUPY

2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Premises, the Cricket Field and the Storage Facilities for their respective Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule.

2.2 The Licensee acknowledges that:

- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;
- (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its invitees; and
- (d) without prejudice to its rights under clause 4, the Licensor shall be entitled at any time on giving not less than four weeks' notice to require the Licensee to cease to exercise its rights under this Licence in respect of the Property or any part thereof if the same shall be required for any function or maintenance which affects the Property or any part thereof

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay:
 - (i) to the Licensor the Licence Fee payable without any deduction when demanded
 - (ii) On demand either the amount demanded direct from the Licensee or a fair proportion of the costs incurred by the Licensor in connection with the supply of electricity, gas, water, sewage, and other services and utilities to or from the Premises;
- (b) to keep the Premises clean, tidy and clear of rubbish and to repair and make good (redecorating as necessary) and damage caused to the Premises by the Licensee;
- (c) as often as necessary to roll, mow, irrigate, fertilise the Cricket Field in accordance with a scheme of maintenance to be agreed with the Licensor from time to time so as to be in a suitable condition for the Permitted Use throughout the Cricket season
- (d) not to use the Property other than for the Permitted Use;

- (e) not to make any alteration or addition whatsoever to the Property;
- (f) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Licensor ;
- (g) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- (h) not to cause or permit to be caused any damage to:
 - (i) the Property, or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Property, or any neighbouring property;
- (i) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish in the Common Parts or on the Cricket field and to dispose of grass cuttings and other rubbish and debris in the facility provided by the Licensor
- (j) not to apply for any planning permission in respect of the Property;
- (k) not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property from time to time;
- (l) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, and other services and utilities to or from the Property;
- (m) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- (n) to leave the Property in a clean and tidy condition and to remove the Licensee's equipment and goods from the Property at the end of the Licence Period;
- (o) to provide the Licensor with details of the constitution of the Club, the membership of the Club upon request and from time to time in order that the Licensor can reasonably satisfy itself that the Club operates for the benefit of the town of Sandy
- (p) to provide the Licensor with a copy of the accounts of the Club within seven days of the preparation and approval of the same and to provide such further information as the Licensor shall require
- (q) to effect an insurance policy with a Company to be approved by the Licensor to cover third party and public liability claims which could be made against the Club to the extent of not less than £5 million pounds in respect of any one claim and renew such policy on the renewal date and to produce to the Licensor every renewal receipt which must show the extent

of the cover provided. For the avoidance of doubt the insurance shall be continuous throughout the period of this licence

- (r) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this licence;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2;

4. TERMINATION

4.1 The licence to occupy granted by this agreement shall end on the earliest of:

- (a) 2019 ;
- (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3.
- (c) the expiry of not less than 4 weeks' notice given by the Licensor to the Licensee in the event that the Licensee ceases to exist as constituted at the date of this Licence or in the reasonable opinion of the Licensor becomes moribund.

4.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this agreement.

5. NOTICES

Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery to each party required to receive the notice at the addresses stated in this Licence or such other addresses as may be notified to the other party in writing from time to time

5.1 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting;

5.2 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

6. NO WARRANTIES FOR USE OR CONDITION

6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

6.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

7. LIMITATION OF LICENSOR'S LIABILITY

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9. GOVERNING LAW AND JURISDICTION

9.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection

with this licence or its subject matter or formation (including non-contractual disputes or claims).

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

Schedule Rights granted to Licensee

1. The right for the Licensee to use the Premises and the Cricket field during the Cricket season and to store equipment used in the maintenance of the Cricket field in the Storage facilities:
- 1.1 Any Service Media serving the Property.

Signed by for and on behalf of
SANDY TOWN COUNCIL

Signed by MICHAEL REYNOLDS
for and on behalf of Sandy Town
Cricket Club

Signed by MICHAEL REYNOLDS
for and on behalf of Sandy Town
Cricket Club

Signed by DESMOND LARCOMBE
for and on behalf of Sandy Town
Cricket Club

Sandy Town Council

Meeting of Town Council Monday 13 January 2014

ADDITIONAL REPORTS

13 Staff Matters

i) Complaints against Individuals

a) Formal Grievance submitted by a member of staff

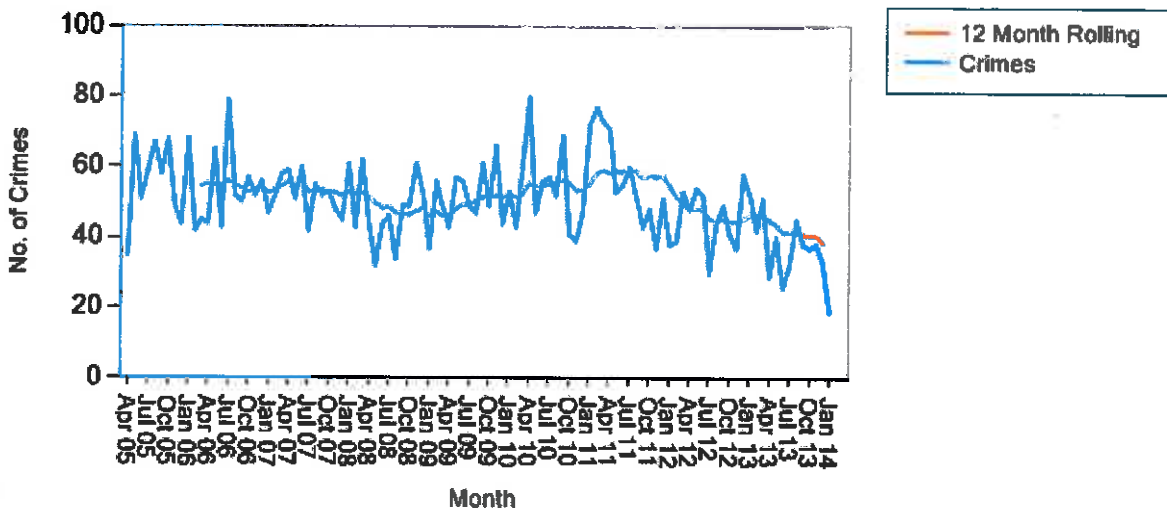
A panel empowered to deal with this matter on behalf of the council was elected on 2 December 2013. The panel has reviewed the complaint and determined that it now needs to interview 4 members of staff to explore the evidence further. Interviews have been scheduled for the morning of Monday 13 January 2014. An oral report will follow at the Town Council meeting on that date.

b) Formal Complaint about the conduct of a member of staff submitted by a resident

A panel to deal with this complaint on behalf of the council was elected on 2 December 2013 and has completed its work. The complaint against the Town Clerk was not upheld. The findings of the panel have been communicated to the complainant. As the council has obligations under the Data Protection Act 1998 both to the complainant and to the member of staff concerned the detail of the findings will not be disclosed to the public.

Sandy Town Council Police Report 28/11/13-09/01/14.

Crime Type	Recorded Crime
	28/11/13 to 08/01/14
Violence against the Person	8
Sexual Offences	0
Robbery	2
Domestic Burglary	3
Burglary Other	5
Vehicle Crime	10
Other Theft	19
Criminal Damage	12
Drugs	0
Other Notifiable Offences	0
Total	59



Crime Type Breakdown in last 12 months

Financial Year	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total	Avg
Current Financial Year: 2013/2014	29	40	26	32	45	38	37	38	33				318	35.33
Financial Year: 2012/2013	48	54	52	30	44	49	41	37	58	52	42	51	558	46.50
Financial Year: 2011/2012	71	53	55	60	52	43	48	37	51	38	39	53	600	50.00
Financial Year: 2010/2011	80	47	56	57	52	69	41	39	47	72	77	73	710	59.17
Financial Year: 2009/2010	43	57	56	49	47	61	49	66	44	53	43	60	628	52.33
Financial Year: 2008/2009	44	32	44	46	34	49	49	61	53	37	56	49	554	46.17
Financial Year: 2007/2008	59	51	60	42	55	52	53	48	45	61	43	62	631	52.58
Financial Year: 2006/2007	44	65	43	79	52	50	57	52	56	47	52	58	655	54.58
Financial Year: 2005/2006	35	69	51	59	67	58	68	49	44	68	42	45	655	54.58

Sandy Town Council Police Report 28/11/13-09/01/14.

Unfortunately I am unable to attend this month's Town Council meeting, as you can see the layout of my report now includes the Long Term Trends and breakdown. Using the last 5 year trend allows a more accurate representation of how Bedfordshire Police has reduced crime over the last 5 years. Below is my Police Report for the period 28/11/13-09/01/14,

There has been 3 **Domestic Burglaries** recorded in this period, the first was a Burglary where entrance was gained through patio doors, the second was items stolen when the male was moving out of a rented room and the third is an attempted Burglary although unsure at this time if this is the case.

There has been 2 **Robberies** recorded, one was an attempted Robbery of a mobile phone, the second was items of tobacco taken from a property.

Violence against the person, 8 were recorded, this includes 3 harassments from ex partners, domestic incidents within the families, an incident in a Public House and threatening txt messages.

There has been 5 **Burglary other** including an attempted as the alarm was activated when the window was smashed in a warehouse. Items stolen from stables, 2 garages broken into and a cycle stolen in town the **offender was arrested, for this and other offences he has received 18 weeks in prison.**

Vehicle Crime, 10 have been recorded including 5 thefts of vehicles, 3 of these were domestic related. Also Index plates stolen from vehicles and items stolen from a car.

Other Theft is shoplifting, making off without payment and theft of an oven in a caravan.

There were 12 **Criminal Damage** reports which include Criminal Damage to vehicles, damage through upset family members, damage caused by a cigarette butt and damage to fences.

If the Council have any question please don't hesitate to contact me;

PCSO 4763 Ann Jeeves

Sandy & Biggleswade Local Policing Team.

Biggleswade Police Station,

Station Road, Biggleswade, SG18 8AL

Tel :101

Email; Jeeves.ann@bedfordshire.pnn.police.uk

