



Congleton Town Council

Historic Market Town

Chief Officer: David McGifford CiLCA

27th March 2024

Dear Councillor,

You are summoned to attend a meeting of the Council on **Thursday 4th April 2024** to be held at Congleton Town Hall commencing at **7.00 pm**.

- **The Public and Press are welcome to attend the meeting, please note** - There will be 15 minutes at each meeting to receive any questions from Members of the Public, either verbally or at the meeting, including those which have been received in writing 7 days prior to the meeting.
- There may be confidential items towards the end of the meeting which the law requires the Council to make a resolution to exclude the public and press in accordance with Section 100 (B) (2) of the Local Government Act 1972.

Yours sincerely,

D McGifford
Chief Officer



Congleton
beartown
where friends are made

Congleton Town Council, Town Hall, High Street, Congleton, Cheshire CW12 1BN

Tel: 01260 270350

Email: info@congleton-tc.gov.uk www.congleton-tc.gov.uk



AGENDA

1. Apologies for absence

Members are respectfully reminded of the necessity to submit any apologies for absence in advance and to give a reason for non-attendance.

2. Minutes of Previous Meetings (Enclosed)

To approve and sign the [minutes of the Council meeting held on the 22nd February 2024](#)

3. Declarations of Disclosable Pecuniary Interest

Members are requested to declare both “non-pecuniary” and “pecuniary” interests’ as early in the meeting as they become aware of it.

4. Questions from Members of the Public

There will be 15 minutes at each meeting to receive any questions from Members of the Public, either verbally at the meeting including those which have been received in writing 7 days prior to the meeting.

5. Urgent Items

Members may raise urgent items related to Council Business, but no discussion or decisions may be taken at the meeting.

6. Town Hall Decarbonisation Grant Offer (Enclosed)

To decide upon the offer of a grant towards the decarbonization of the Town Hall

7. Finance and Policy matters (Enclosed)

To approve the following as recommended by the Finance and Policy Committee on the 14th of March 2024

7.1 ICT Policy Review Report

7.2 Document Retention Policy

7.3 Business Risk Assessment

8. Commercial Partner (Enclosed)

To approve a trial for subletting the leased space of the Commercial Partners within the Town Hall for a period of 3 months

9. Website Development (Enclosed)

To approve delegated powers to the Chief Officer and website development group to appoint a suitable company for the redesign of the town council and authorise spend and movement of the Earmarked reserve to the revenue budget.

10. Meeting calendar for 2024-25 (Enclosed)

To approve the meeting calendar for the 2024-25 civic year

To All Members of the Council

CC: Town Burgess (5), Congleton Information Centre,
Congleton Library, MP and Press (3)

Congleton Town Council

Minutes of the Council Meeting held at Congleton Town Hall on 22nd February 2024

Please note – These are draft minutes and will not be ratified until the next meeting of the Council.

For the papers discussed at the meeting, please see the
[Meeting Agenda of the Council 22nd February 2024](#)

Councillors Present:

- Rob Moreton (Mayor)
- David Brown
- Robert Brittain
- Mark Edwardson
- Suzy Firkin
- Emma Hall
- Amanda Martin
- Susan Mead
- Heather Pearce
- Shaun Radcliffe
- Heather Seddon
- Richard Walton
- Liz Wardlaw
- Kay Wesley (Deputy Mayor)
- Glen Williams

Congleton Town Council Officers: David McGifford (Chief Officer) and Ruth Burgess

- 1 member of the public in attendance

1. Apologies for absence

Apologies for absence were received from Councillors - Suzie Akers Smith, Dawn Allen, Russell Chadwick, Arabella Holland, Sally Ann Holland and Robert Douglas.

2. Minutes of Previous Meetings

CTC/77/2324 Resolved to approve and sign the [minutes of the Council meeting held on the 25th January 2024](#)

3. Declarations of Disclosable Pecuniary and Non-Pecuniary Interests

Cllrs David Brown, Emma Hall, Liz Wardlaw, Rob Moreton (Mayor) and Heather Seddon declared non-pecuniary interests on matters relating to Cheshire East Council.

4. Questions from Members of the Public

There were no questions from members of the public.

5. Urgent Items

There were no urgent items.

6. Town Mayor's Announcements and Engagements

The Town Mayor gave particular thanks to Ukraine Event at Christmas, the organisers and venue. It was a very successful event and enjoyed by the Ukraine Families

7. Outstanding Actions

There were no outstanding actions.

8. Community Committee

CTC/78/2324 Resolved to receive the [minutes of the Community Committee meeting held on 26th October 2023](#)

9. Finance and Policy Committee

CTC/79/2324 Resolved to receive the [minutes of the Finance and Policy Committee meeting held on 23rd November 2023](#)

9.1 Direct Debit and BACS Approvals

- 9.1.1 Council noted the Direct Debt List
- 9.1.2 **CTC/80/2324 Resolved to** approve the Direct Debt payment for the relevant suppliers
- 9.1.3 **CTC/81/2324 Resolved to** approve payments by BACS to pay suppliers

9.2 Financial Regulations Review

CTC/82/2324 Resolved to approve the updates to the Financial Regulation Review and adopt changes into the Constitution.

9.3 Unreasonably Persistent or Vexatious Complaints Policy

9.4 **CTC/83/2324 Resolved to** approve the Unreasonably Persistent or Vexatious Complaints Policy and adopt into the constitution.

10. Planning Committee

CTC/84/2324 Resolved to receive the [minutes of the Planning Committee meetings held on the 16th November and 21st December 2023](#)

11. Environment Committee

CTC/85/2324 Resolved to receive the [minutes of the Environment Committee held on the 2nd November 2023](#)

12. Town Hall and Assets and Services Committee

CTC/86/2324 Resolved to receive the [minutes of the Town Hall Assets and Services Committee held on the 30th November 2023](#)

CTC/87/2324 resolved to approve the proposed changes to the pricing policy, Town Hall Letting Policy and Conditions and Regulations for the Hire of the Town Hall and adopt into the Town Council policies.

CTC/88/2324 resolved to approve the recommended changes in the Review of the Town Hall Hire Charges and Booking Policy.

13. Civility and Respect

CTC/89/2324 Resolved to sign up to the Civility and Respect Pledge and ensure that training is available where needed for officers and councillors.

14. Cheshire East Councillors' Report

Cllr Liz Wardlaw reported that the car parking charges have been referred to the monitoring officer. There will be a full Cheshire East Council Budget meeting week commencing 26th February, a referral for the Carbon Neutral status of Cheshire East has been requested to defer from 2025 to 2027 to be carbon neutral.

15. Resolution to Exclude the Public and Press from Item 16

To consider passing a resolution in accordance with the Public Bodies (Admission to Meetings) Act 1960, that the public and press be excluded from the meeting due to confidential information contained within the agenda item.

CTC/88/2324 Resolved to exclude members of the public and press from the meeting

16. Streetscape Contract

CTC/90/2324 Resolved to approve the Chief Officer signing the Variation of Contract between Cheshire East Borough Council and Congleton Town Council for the Streetscape Services.

**Clr Robert Moreton
Town Mayor**

CONGLETON TOWN COUNCIL

COMMITTEE REPORTS AND UPDATES

COMMITTEE:	Council		
MEETING DATE AND TIME	4 th April 2024 7.00 pm	LOCATION	Congleton Town Hall
REPORT FROM	David McGifford (Chief Officer)		
AGENDA ITEM REPORT TITLE	6 Town Hall Decarbonisation Grant		
Background	<p>In 2019 Congleton Town Council declared a Climate emergency and committed to working toward Carbon Neutrality. To support this objective Congleton Town Council resolved to approve the procurement of professional services at a meeting on the 22nd April 2022 (CTC /76/2122) resulting in Tomson Consulting being commissioned to carry out a review of the energy efficiency of our Town Hall and produce a plan to reduce its energy consumption and remove its reliance and fossil fuels in order to reduce our carbon footprint for the future. A project that has become known as Town Hall Decarbonisation.</p> <p>The report produced by Tomson consulting was presented to both the Town Hall & Assets and the Environment Committees and associated working groups. The proposals within it have formed the basis of our ongoing activities to improve the energy efficiency of the building. However, we have only been able to pursue those actions that are relatively modestly priced, many of the big ticket items – such as replacing our gas boilers with a next generation heating system, were only going to be possible if we acquired grant funding to finance them.</p> <p>Following ongoing and persistent lobbying at Cheshire East we secured a fabulous opportunity to advance our intentions by submitting an application for Public Sector Decarbonisation Funding. Cheshire East agreed to use their retained consultants to carry out all of the necessary work required to submit an application on our behalf for the bulk of the estimated £434,427 that would be required to complete all of the necessary work on the Town Hall.</p> <p>Projects</p> <p>The potential projects that were included within the grant application included –</p> <ul style="list-style-type: none">• Next-generation heating systems (non-fossil fuel)• Fabric upgrades – walls, window (secondary glazing), roof• Solar panels• LED lighting <p>Each of these had indicative figures against them but there is flexibility on how the grant funding is spent.</p> <p>As this is a listed building works will need to go through the planning process and be supported by the CEC Conservation Officer who has already visited the town hall with the Cheshire East officers who generated the grant application.</p> <p>Grant Submission</p> <p>The basic requirement for accessing a grant is for the project to be completed over a 2 year period from the award of the grant. The project plan needed to meet the criteria set by Salix with supporting evidence of the needs, benefits and indicative costs as well as an</p>		

organisational structure to manage the project. Grants requested for each year need to be stated and supported by the expected outcomes during those periods.

Generating the grant submission package did not require any financial input or significant officer input from the Town Council as CEC and their consultants used the excellent report produced for us by Tomson as the basis for the bid documents

Following guidance from CEC we were advised that the estimated Town Council contribution would need to be £53,000.

On October 10th 2023 an application was submitted for the project to SALIX for Public Sector Decarbonisation Funds (phase 3a) The breakdown of the SALIX grant and the Town Councils contribution was as follows:-

Total	£434,427 (100%)
SALIX grant	£381,427 (87.8%)
Congleton Town Council	£53,000 (12.2%)

The £53,000 Town Council contribution is currently held in Earmarked Reserves following approval at the Council Meeting on the 25th of January 2024, resolution CTC/76/2024.

Following the grant submission there were additional meetings with Salix to provide clarification on the information that we had provided.

Grant Offer

On the 19th of March 2024 we received a grant offer from Salix (**see Appendix 1**) and they are seeking **a response to this offer on the 5th of April 2024**

The key information from the grant offer is as follows -

Total	£437,374 (100%)
SALIX grant	£357,683 (81.78%)
Congleton Town Council	£79,691 (18.22%) which is an additional £26,691

Grant breakdown and expected outcomes

Year 1 Grant £57,683 Appoint a project manager and agree projects through to detailed designs through to tender

Year 2 Grant £300,000 Delivery of projects

Following the tendering process we will have a clear understanding of the costs of the projects, We have been advised that we can choose to contribute our grant when we see fit so in practical terms that would be year 2.

If the project progresses as planned we need to address the shortfall of £26,691 which can be done during year 1, the current options are -

- Apply for additional funding from other sources if there is the opportunity which will need to be agreed upon by SALIX
- Whilst noting that we have other ambitions, this matter should be part of our Business Planning exercise in June / July 2024 and budget setting for 2025/26 which will take place in November 2024

	<p>Governance Project Board</p> <p>Part of the contractual conditions is for the council to provide monthly updates to the grant provider SALIX. As we are ultimately responsible for this project the main role of the council is to create a Project Board to work under delegated authority. The board will receive the monthly progress reports provided by the appointed Project Manager ensuring that the agreed programme of works is progressing as planned or noting any issues. Updates to the Council will be provided at the planned Council meetings for the year or at Emergency Meetings if there is a deviation of the plan that impacts on finance or outcomes.</p> <p>The Chief Officer will be the Senior Responsible Officer for the project and it is proposed that the Initial Project Board Members would be as follows:-</p> <p>The Chief Officer, the Town Mayor and the Chairs of the THAS, F&P and Environment Committees, Congleton Town Council’s RFO and Paul Williams who has been our internal advisor for environmental improvements and is the Technology Director - Dane Valley Community Energy.</p> <p>Profile</p> <p>In accepting this grant offer this project would show Congleton to be a leader amongst town and parish councils and allow us to work alongside specialists and officers to deliver on our Climate Emergency commitments. In addition, by future-proofing the Town Hall by replacement of the heating system we avoid the risk of an unplanned failure of our 14-year-old boilers.</p> <p>Legal Guidance</p> <p>The Chief Officer forwarded the contract to our legal advisors to ascertain if there are any issues we should be aware of with a specific focus on financial risk. This feedback was received and shared with Salix on the 28th of March (see Appendix 2) any feedback from SALIX will be reported at the meeting on the 4th of April 2024.</p>
<p>Considerations</p>	<p>Finance As stated within the report we have not allocated sufficient funds to meet the increased contribution requested within the grant offer, however, during year 1 there is no requirement for the Town Council to use any of its own funds.</p> <p>During year 1 the council has time and the opportunity to attract or plan for additional funding for year 2 to bridge the shortfall. Should this not be successful the council could withdraw due to inadequate funding or potentially choose to continue with a reduced scheme within our current allocation.</p> <p>Prior to progressing into year 2 there also needs to be an understanding of any potential operational savings or increases.</p> <p>Environmental The proposed environmental improvements to the town hall are projected to generate CO2 savings estimated to be 51 tonnes per year</p> <p>Equality It is well established that the effects of climate change have the most adverse impact on the poorest people in our society (who are less able to cope with extreme heat/cold/flooding etc)</p>
<p>Proposal</p>	<ol style="list-style-type: none"> 1. That the Council approves the signing of the Grant Offer as per Appendix 1 2. That the Chief Officer creates the required Project Board with the membership and powers as stated within the report



PHASE 3c PUBLIC SECTOR DECARBONISATION SCHEME GRANT OFFER LETTER

David McGifford
Chief Officer
Congleton Town Council
Town Hall
Congleton
CW12 1BN

18/03/2024

Dear David,

Phase 3c PSDS Grant Offer Letter

1. The Department for Energy Security and Net Zero (The Department) has made funding available to enable Salix Finance to provide you (the "Recipient") with a grant of up to £357,683.00 to assist you in carrying out your low carbon heating project.
2. The following schedules are included as part of this Grant Offer Letter:
 - Schedule 1 - Terms and Conditions
 - Schedule 2 - Specific Conditions
 - Schedule 3 - Project Programme and Expenditure Forecast
 - Schedule 4 - Monthly Monitoring Report
 - Schedule 5 - Payment Request
 - Schedule 6 - Specimen Signatures
 - Schedule 7 - Phase 3c PSDS Application
 - Schedule 8 - Requirements related to the Consortium (where relevant)
 - Schedule 9 - Subsidy Control (where relevant)
3. We are writing to acknowledge receipt of your application for the Grant, a copy of the approved assessed application form which is attached at Schedule 7, and to provide you with an offer of grant funding. Terms defined in this Grant Offer Letter have the same meanings as defined in the attached Terms and Conditions.
4. The key details of the Grant are as follows:

Name of Recipient	Congleton Town Council
Total Project Value	£437,374.12
Total Grant Value	£357,683.00
Amount of Grant (Year 1) - 2024/25	£57,683.00
Amount of Grant (Year 2) - 2025/26	£300,000.00
Project Name	Congleton Town Hall, High Street Congleton Cheshire CW12 1BN
Project Reference Number/Submission ID	55423
Expected Practical Completion Date	31/03/2026
Grant Start Date	Date GOL is countersigned and returned to Salix
Grant End Date	31/03/2026

5. You must appoint a person (the "**Accountable Officer**") who will be responsible for ensuring that you use the Grant in compliance with the attached Terms and Conditions.
6. Grant recipients can only claim for funding incurred after the Grant Start Date.
7. If the Grant Start Date is in the 2023/24 Financial Year, Grant recipients may be able to claim for works prior to 1st April 2024 should there be sufficient underspend from previous phases, only where all of the following criteria is met:
 - 7.1 The Grant Offer Letter is signed prior to costs being incurred for any of the works being claimed for; and,
 - 7.2 the claim amount is forecasted to Salix by March 2024; and,
 - 7.3 the claim is submitted to Salix in April 2024 for payment in May 2024. Claims for spend incurred prior to 1st April 2024 which have not been previously forecasted and agreed with Salix will not be paid in any circumstances.
8. The signature of the Accountable Officer is to be inserted at Schedule 6.
9. In communicating with Salix, your contact is Gerald Habib, gerald.habib@salixfinance.co.uk.
10. The provision of the Grant is subject to the Terms and Conditions set out in this Grant Offer Letter and the attached schedules, including the Terms and Conditions attached at Schedule 1. The Grant is being provided to you on the understanding that you agree to deliver the Project and agree to comply with the Terms and Conditions set out in this Grant Offer Letter and the attached schedules.

Schedule 1: Terms and Conditions

Phase 3 Public Sector Decarbonisation Scheme Terms and Conditions

These terms and conditions will govern the relationship between Salix Finance Limited, a company incorporated in England and Wales with company number 05068355 and whose registered office is at 10 South Colonnade, Canary Wharf, London, E14 4PU (**Salix**) the Recipient in connection with the provision of the Public Sector Decarbonisation Scheme (PSDS) Grant by Salix to the Recipient.

These terms and conditions shall apply to and be incorporated into the Grant Offer Letter and should be read in conjunction with the Grant Offer Letter. These terms and conditions, the Grant Offer Letter and its schedules shall together constitute the **Agreement**.

1. Definitions and interpretation

1.1. In these terms and conditions, the following terms shall have the following meanings:

Authorising Official: the person appointed by the Recipient, and whose identity is approved by Salix, who is responsible for ensuring that the Recipient uses the Grant in compliance with the Agreement and who has the authority to sign official and legal information.

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.

Building Contract: the contract to design and/or complete the design of and build the Project.

Business Day: a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general business in London..

Change of Control: means the sale of all or substantially all the assets of a party to the Agreement; any merger, consolidation or acquisition of a party to the Agreement with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a party to the Agreement in one or more related transactions.

Dangerous Substance: any radioactive emission, noise or natural or artificial substance (whether in the form of a solid, liquid, gas or vapour, including any controlled, special, hazardous, toxic, radioactive or dangerous substance or waste), the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to any living organism or damaging the Environment or public health or welfare.

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

If you wish to accept the offer of grant funding upon the terms set out in this Grant Offer Letter and the attached schedules, please countersign this letter within 10 Business Days of the date of this letter and return the original to us. If you fail to countersign and return this letter within 10 Business Days of the date of this letter, the offer of grant funding shall expire.

Chiara Lorenzetti

19-Mar-24 | 9:52 AM GMT *

.....
Authorised Signatory

.....
Date

Chiara Lorenzetti

.....
Print Name

For and on behalf of Salix Finance Limited

We hereby accept the offer of grant funding upon the terms set out in this Grant Offer Letter and the attached schedules.

.....
Authorised Signatory

.....
Date

David McGifford

.....
Print Name

.....
Job Title

For and on behalf of Congleton Town Council

Deleterious Material: any material, equipment, product or kit that is generally accepted, or generally suspected, in the construction industry at the relevant time as:

- (a) posing a threat to the health and safety of any person;
- (b) posing a threat to the structural stability, performance or physical integrity of the Project, or any part or component of the Project;
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; or
- (d) not being in accordance with any relevant British standard, relevant code of practice or good building practice.

The Department: the Department for Energy Security & Net Zero (and its successors, assigns and transferees).

Eligible Expenditure: the expenditure incurred, or to be incurred, by the Recipient during the Grant Period for the purposes of delivering the Project in accordance with the Project Programme, Grant Application and the Agreement, and which comply in all respects with the eligibility rules set out in Clause 5 of these Terms and Conditions.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.

Evidence of Need: such evidence requested by Salix which Salix considers, in its absolute discretion, provides it with a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.

Final Commissioning: The integrated application of a set of engineering techniques and procedures to check, inspect and test every operational component of the project: from individual functions (such as instruments and equipment) up to complex amalgamations (such as modules, subsystems and systems). Commissioning activities in the broader sense are applicable to all phases of the project from the basic and detailed design, procurement, construction and assembly until the final handover of the unit to the owner, sometimes including an assisted operation phase.

GDPR: General Data Protection Regulation ((EU) 2016/679).

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

Grant: the sum specified in the Grant Offer Letter, to be paid to the Recipient in accordance with the Agreement.

Grant Application: the application for the Grant, submitted by the Recipient to Salix, which incorporates the Grant Application Support Notes, a copy of which is attached at Schedule 7 to the Grant Offer Letter.

Grant Application Support Notes: any notes or documentation supporting the Recipient's application for the Grant.

Grant End Date: the date referred to as the 'Grant End Date' in the Grant Offer Letter.

- Grant Offer Letter:** the letter from Salix to the Recipient, setting out the basis upon which the Grant will be provided to the Recipient. ✓
- Grant Period:** the period for which the Grant is awarded starting on the Grant Start Date and ending on the Grant End Date. ✓
- Grant Start Date:** the date referred to as the 'Grant Start Date' in the Grant Offer Letter. ✓
- Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions. ✓
- Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale. ✓
- Like-for-Like Costs:** all the costs incurred should the existing heating plant be replaced with a typical fossil fuel heating plant of the same type and size. In most cases this will be equivalent to the costs of replacing the existing system with a conventional non-domestic boiler. The total recipient contribution for all applications must be a minimum of 12% of total project value. If the like-for-like cost is less than 12% of the total project value, then the recipient will need to provide further funding to bring the total recipient contribution up to 12%. *
- Measures:** the individual items of design, construction or other building works which are necessary to achieve Practical Completion, as contained within the Project Programme. ✓
- Necessary Consents:** any planning permission required for the Project, any environmental licences and any other authorisation under any other statute, bye-law or regulation of any competent authority that is reasonably necessary to enable the works on the Project to be lawfully commenced, carried out or completed. ✓
- Payment Date(s):** the date or dates on which a Grant is made or is to be made. ✓
- Payment Request:** a request for payment of a Grant, or part of a Grant, in the form set out at Schedule 5 (Payment Request) to the Grant Offer Letter. ✓
- Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.
- Practical Completion:** the date on which the certificate of practical completion (or the equivalent evidence of practical completion of works) of the Project is properly issued in accordance with the terms of the Building Contract. ✓
- Procurement Regulations:** the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time. ✓

Prohibited Act:

- (a) offering, giving or agreeing to give to any servant of the Crown 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 the Agreement or any other contract with the Crown; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Agreement or any other contract with the Crown;
- (b) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts;
 - (iii) at common law in respect of fraudulent acts in relation to the Agreement or any other contract with the Crown; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud the Crown.

Project: the project or projects operated by the Recipient to assist in the reduction of energy use or the switch to, or enabling works in preparation for, a cleaner heat source, as set out in the Grant Application and as described in the Grant Offer Letter. ✓

Project Programme: the detailed timetable for delivery and completion of the Project including a breakdown of the Measures and the cost of such Measures, as set out in Schedule 3 (Project Programme) to the Grant Offer Letter. ✓

Project Start Date: the date upon which works on the Project are to commence, as specified in the Grant Offer Letter. ✓

Public Sector Body: anybody within England who undertakes tasks paid for wholly or partly by public funds and that is a 'contracting authority' as defined by the Public Contracts Regulations 2015, including (without limitation) any government department or authority, any non-departmental government body, any local and public authority, emergency service, institution of further and higher education, maintained school within the state education system, academy, multi-academy trust, free school, nursery school maintained by a local authority and any NHS Trust or Foundation Trust, but specifically excluding public corporations, private companies, social housing, and charities that are not non departmental public bodies. ✓

Recipient: the person named as such in the Grant Offer Letter. ✓

Retention Costs: Retention money is a sum of money held by the employer as a safeguard for any defective or non-conforming work by the contractor. It is usually a percentage of the total payment, and is held until the contract is fulfilled and the employer is satisfied with the work. The purpose of retention money is to provide security against the contractor's failure to complete any outstanding work, remedy any defects or damage, and in respect of any other liability of the contractor to the employer. The contractor has to complete the scope of work under the contract in order to receive the retention money amount withheld. Retention money is commonly used in construction contracts, with a percentage of the progress claim usually deducted as retention money. ✱

Specific Conditions: any specific conditions set out at Schedule 2 (Specific Conditions) to the Grant Offer Letter.

Terms and Conditions: these terms and conditions.

- VAT:** value added tax payable by virtue of the Value Added Tax Act 1994 and any similar tax from time to time in addition to it, replacing it or performing a similar fiscal function. ✓
- 1.2. In the event of any inconsistency between the Grant Offer Letter and these Terms and Conditions, the provisions of the Grant Offer Letter shall prevail. In the event of any inconsistency between these Terms and Conditions and any Specific Conditions, the provisions of the Specific Conditions shall prevail. ✓
 - 1.3. Headings do not affect the interpretation of these Terms and Conditions. ✓
 - 1.4. Any reference to Salix in these Terms and Conditions includes references to its successors, transferees or assignees. ✓
 - 1.5. A reference to a 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 legislation for the time being in force made under it. ✓
 - 1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). ✓
 - 1.7. A reference to a Clause is a reference to a clause of these Terms and Conditions. ✓
 - 1.8. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular. ✓
 - 1.9. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. ✓

2. Purpose of Grant

- 2.1. The Recipient shall use the Grant only for the delivery of the Project in accordance with the Project Programme, the Grant Application and the Agreement. The Grant shall not be used for any other purpose without the prior written agreement of Salix. ✓
- 2.2. The Recipient shall not make any significant change to the Project, or the Project Programme without Salix's prior written agreement issued in a grant amendment letter. Salix cannot guarantee payment for any significant changes made prior to this written agreement. ✓
- 2.3. The Grant is being provided to the Recipient in consideration for the Recipient agreeing to deliver the Project and agreeing to comply with the Agreement. ✓

3. Payment of the Grant

- 3.1. Subject to Clause 17 of these Terms and Conditions, Salix shall pay an amount not exceeding the Grant awarded in each financial year to the Recipient in instalments in the amounts and on the Payment Dates set out in the Project Programme, subject to: ✓
 - 3.1.1. the Recipient providing Salix with Evidence of Need; ✓
 - 3.1.2. the Evidence of Need demonstrating that the Eligible Expenditure was incurred in the financial year it is being claimed. ✓
 - 3.1.3. the Evidence of Need demonstrating that the Eligible Expenditure was incurred by the Recipient prior to the Payment Request. ✓

- 3.1.4. the necessary funds being made available to Salix from the Department when payments fall due;
- 3.1.5. Salix receiving a completed Payment Request signed by the Authorising Official on behalf of the Recipient no later than 21 Business Days before the proposed Payment Date; *1 M 14* *
- 3.1.6. Salix receiving all documents and information, clearly outlining and itemising costs incurred at each location, which it may, in its absolute discretion, request from the Recipient; Salix receiving all documents and information which it may, in its absolute discretion, request from the Recipient;
- 3.1.7. the further conditions precedent that on each Payment Date:
 - (a) Salix is satisfied, in its absolute discretion, that the confirmations provided by the Authorising Official on behalf of the Recipient in the Payment Request are true and accurate;
 - (b) Salix is satisfied, in its absolute discretion and subject to Clause 3.6 below, that the remaining Grant to be provided is sufficient to meet the remaining costs required for delivery of the Project in accordance with the Project Programme; *?* * *check design stage costs.*
 - (c) Salix is satisfied, in its absolute discretion and where relevant, the Recipient has provided Salix the evidence needed to meet any Specific Conditions which have a due date prior to the date of the Payment Request; and ✓
 - (d) Salix is satisfied that all Specific Conditions are resolved prior to the Recipient requesting the final Payment Request; ✓
- 3.2. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that Salix has been provided with available funds by the Department. ✓
- 3.3. No Payment Request shall be submitted before the Grant Start Date. ✓
- 3.4. No Payment will be made for Eligible Expenditure undertaken after the Grant End Date unless it is to fund Final Commissioning or Retention costs and this has previously been agreed by Salix in writing.
- 3.5. No Grant shall be paid unless and until Salix is satisfied that such payment will be used for Eligible Expenditure.
- 3.6. In the event of any overspend by the Recipient in its delivery of the Project outside of the sums set out in the Project Programme, or awarded in each financial year, the amount of such overspend shall be met by the Recipient from its own funds unless Salix, in its absolute discretion:
 - 3.6.1. agrees to increase the Grant by an amount equal to the overspend; or
 - 3.6.2. agrees to adjust the Project Programme and/or reduce the Measures so as to ensure that the remaining Grant is sufficient to meet the remaining costs require for delivery of the Project. } *
- 3.7. The Grant shall be paid into a bank account in the name of the Recipient, the details of which shall be notified to Salix prior to the first Payment Request, which must be an ordinary business bank account.
- 3.8. The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of Salix.

- 3.9. The Recipient shall promptly repay to Salix 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. ✓
- 3.10. The Recipient is to provide satisfactory evidence to Salix demonstrating that the Recipient has contributed the 'Like-for-Like' costs towards the delivery of the Project. This is to be done prior to final Payment Request unless prior written consent has been provided by Salix of an exemption. ✓
- 3.11. The Recipient will inform Salix if and when any Retention have been made to their contractors if applicable and follow Salix instructions should any Retention not be paid. ✓

4. Use of the Grant

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the Project Programme, the Grant Application and in accordance with the Agreement. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of Eligible Expenditure listed in the Project Programme shall not exceed the forecasted amounts as listed in the Project Programme (without prior written agreement of Salix). ✓
- 4.2. The Recipient shall not use the Grant to:
 - 4.2.1. make any payment to members of its Governing Body;
 - 4.2.2. purchase buildings or land; or
 - 4.2.3. pay for any expenditure commitments of the Recipient entered into before the Grant Start Date, unless this has been approved in writing by Salix. ✓
- 4.3. The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period, unless clause 3.4 applies. ✓
- 4.4. Should any part of the Grant remain unspent at the end of the Grant Period, or should any part of the Grant be provided for items of Eligible Expenditure which subsequently cost less than forecasted in the Project Programme, the Recipient shall, unless otherwise agreed in writing by Salix, ensure that any unspent monies are returned to Salix. ✓
- 4.5. Where the Recipient enters into a contract with a third party in connection with the Project, the Recipient will remain responsible for paying that third party. Salix has no responsibility for paying the invoices of third parties. ✓
- 4.6. Onward payment of the Grant and the use of sub-contractors shall not relieve the Recipient of any of its obligations under the Agreement. ✓
- 4.7. Any liabilities arising at the end of the Project and which are not otherwise incorporated within the Project Programme, including but not limited to any redundancy liabilities for staff employed by the Recipient to deliver the Project, must be managed and paid for by the Recipient using other resources of the Recipient and not using the Grant. There will be no additional funding available from Salix for this purpose. ✓

5. Eligibility Rules

- 5.1. Salix will only pay the Grant in respect of Eligible Expenditure incurred by the Recipient to deliver the Project and the Recipient will use the Grant solely for delivery of the Project in accordance with the Project Programme.

- 5.2. The only costs/payments that will be classified as Eligible Expenditure are those specific items of expenditure set out in the Project Programme.
- 5.3. Notwithstanding any items of expenditure set out in the Project Programme, the Recipient may not use the Grant to meet any of the following payments:
- 5.3.1. Salix will only pay the Grant in respect of Eligible Expenditure incurred by the Recipient to deliver the Project and the Recipient will use the Grant solely for delivery of the Project in accordance with the Project Programme. ✓
 - 5.3.2. The only costs/payments that will be classified as Eligible Expenditure are those specific items of expenditure set out in the Project Programme. ✓
 - 5.3.3. using the Grant to petition for additional funding;
 - 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy; ✓
 - 5.3.5. input VAT reclaimable by the Recipient from HMRC; ✓
 - 5.3.6. payments for activities of a political or exclusively religious nature; ✓
 - 5.3.7. contributions in kind;
 - 5.3.8. interest payments or service charge payments for finance leases; ✓
 - 5.3.9. gifts; ✓
 - 5.3.10. entertaining (meaning anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations); ✓
 - 5.3.11. statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs; ✓
 - 5.3.12. costs incurred in giving evidence to Parliamentary Select Committees;
 - 5.3.13. costs incurred in attending meetings with government ministers or civil servants to discuss the progress of the Project;
 - 5.3.14. costs incurred in responding to public consultations or costs incurred in lobbying other people to respond to any such consultation;
 - 5.3.15. costs incurred in providing independent evidence-based advice to local or national government as part of the general policy debate;
 - 5.3.16. payments for works or activities which the Recipient has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.3.17. bad debts to related parties;
 - 5.3.18. payments for unfair dismissal or other compensation;
 - 5.3.19. depreciation, amortisation or impairment of assets owned by the Grant Recipient; and/or
 - 5.3.20. liabilities incurred before the Grant Start Date unless expressly included in the Project Programme. ✓

6. Authorising Official

- 6.1. The Recipient must appoint an Authorising Official who is responsible for ensuring that the Recipient uses the Grant in compliance with the Agreement. D M C G .
- 6.2. The identity of the Authorising Official must be approved by Salix prior to the commencement of the Project, and the identity of such person shall not change during the Grant Period without the prior written consent of Salix. ✓
- 6.3. The Authorising Official will be responsible for ensuring all members of a consortium comply with the terms set out in schedule 8 of the Grant Offer Letter. ✓
- 6.4. The Authorising Official must:
 - 6.4.1. maintain oversight of the Recipient's use of the Grant and safeguard, control and ensure the efficient, economical and effective management of the Grant;
 - 6.4.2. advise the Recipient on the discharge of the Recipient's responsibilities under the Agreement;
 - 6.4.3. ensure that principles of probity, robust governance, transparency and value for money are maintained at all times in relation to the utilisation of the Grant;
 - 6.4.4. be responsible for signing each Payment Request; and
 - 6.4.5. ensure that conflicts of interest are avoided.
 - 6.4.6. be responsible for informing Salix with immediate effect, in the event of long absence or leaving the organisation, by providing the name and contact information for the delegated authority or a replacement Authorising Official respectively.

7. Covenants

- 7.1. In consideration of the Grant being given, the Recipient undertakes to Salix:
 - 7.1.1. Not to use the Grant otherwise than in respect of the Project, not to use the Grant in a way that does not comply with subsidy control rules in the United Kingdom (where relevant - refer Clause 10), to subsidise any economic activity, and, in particular, not to use the Grant to generate revenue or capital gain, or to make any of the payments set out in Clause 5.3; that it will respond fully, promptly and truthfully (to the best of its knowledge) to any enquiries that Salix may make about the Project and/or use of the Grant within 10 working days of receipt; to ensure that the works on the Project are completed, and the design, construction and development of the Project is undertaken, in a proper and workmanlike manner, using materials of good quality which are fit for their respective purposes, and in accordance with: ✓
 - 7.1.2. that it will respond fully, promptly and truthfully (to the best of its knowledge) to any enquiries that Salix may make about the Project and/or use of the Grant within 10 working days of receipt; ✓
 - 7.1.3. to ensure that the works on the Project are completed, and the design, construction and development of the Project is undertaken, in a proper and workmanlike manner, using materials of good quality which are fit for their respective purposes, and in accordance with: ✓
 - (a) the Project Programme and Grant Application;
 - (b) the Necessary Consents and all applicable authorisations and laws;

- (c) the Building Contract and any other contracts and agreements relating to the completion of the Project.
- 7.1.4. that it shall properly and diligently monitor the work on the Project during the Grant Period, and for such period after Practical Completion as Salix shall reasonably specify, to ensure that the Grant is being used appropriately and the Project continues to produce, or will in the future produce, the energy savings and CO2 reductions envisaged and agreed with Salix;
- 7.1.5. that it shall keep a full, accurate and proper auditable record of the progress of the Project, including all Eligible Expenditure and other costs incurred in relation to the Project and the present and future effectiveness of the Project in delivering energy savings and CO2 reductions, and shall provide such information, evidence and assistance as is reasonably required, and in such form as specified, by Salix or the Department including, but not limited to, any information relating to the amount of CO2 savings and cost effectiveness of such savings expected to be attained during and after Practical Completion of the Project.
- 7.1.6. where reasonably specified by Salix, it shall ensure that any information or evidence provided under the Agreement is audited by an identified and independent reporting accountant or otherwise confirmed or verified by a person of such other relevant expertise;
- 7.1.7. that it shall not create, or permit to subsist any mortgage, charge (whether floating or specific), pledge, lien or other security interest on any of its undertaking, property or assets comprised or utilised in the Project without prior notification to Salix.
- 7.1.8. that it will ensure at all times that it has appropriate auditing arrangements in place in relation to the Grant and its use, which shall include, but shall not be limited to, keeping and maintaining full and accurate records and evidence of the use of the Grant, including expenses defrayed, and of any third parties indirectly benefitting from the Grant, in particular contractors, manufacturers and installers of equipment installed as part of the Project;
- 7.1.9. that it will ensure that no Dangerous Substance has been deposited, disposed of, kept, treated, processed, manufactured, used, collected, sorted or produced at any time, or is present in the Environment, in connection with the Project in circumstances that are likely to result in a breach of Environmental Law;
- 7.1.10. that it will ensure that no professional engaged on the Project has specified or used anything in the work on the Project that, at the time of specification or use, was a Deleterious Material;
- 7.1.11. that it will retain the records maintained under Clause 7.1.5 for a period of not less than six years from the Grant End Date and shall allow Salix (and where necessary the Department) access to such records;
- 7.1.12. that it will provide Salix with any updated information and documentation relating to the cost of delivering the Project, the expected energy savings and CO2 reduction and any expected or anticipated changes required to the Measures or Project Programme, as soon as it becomes aware of the same;
- 7.1.13. that all estimates, forecasts and projections provided by the Recipient, or on its behalf, to Salix in connection with the Project or the Project Programme have been prepared with due care and skill, are based on information known to it and reasonably expected to be relevant, and are subject only to such assumptions and qualifications as are expressly made;
- 7.1.14. to cause Practical Completion to occur by no later than the Grant End Date and otherwise in accordance with the Project Programme and Grant Application;

- 7.1.15. that if during the Grant Period the Practical Completion is expected to occur after the Grant End Date, that the costs incurred after the Grant End Date shall be met by the Recipient from its own funds, with written consent from Salix; ✓
- 7.1.16. that it will comply with any Specific Conditions; that it will provide Salix the evidence requested to resolve the Specific Conditions in the time specified set out in Schedule 2; ✓
- 7.1.17. that it will maintain or cause to be maintained in full force and effect adequate insurances in respect of all its assets comprised or utilised in the Project against all risks and contingencies; ✓
- 7.1.18. that it will ensure that all professional consultants and/or contractors involved in carrying out works on the Project hold and maintain appropriate professional indemnity insurance cover in relation to the services carried out or to be carried out and that the Recipient obtains copies of the relevant certificates; ✓
- 7.1.19. that it will contribute funding equivalent to either the cost of a like-for-like replacement of the fossil fuel plant or 12% of the total project costs, whichever is greater, and any other costs identified outside the Grant that are submitted as part of the Grant Application and awarded Grant. ✓
- 7.1.20. The total project costs are inclusive of any costs in compliance with the Phase 3c scheme criteria including those incurred whenever Eligible Expenditure exceed the £325 tCO₂eKT CCT. The Like-for-Like Cost of replacing the fossil fuel heating plant is defined as all the costs incurred should the existing heating plant be replaced with a typical fossil fuel heating plant of the required type and size. ✓

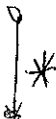
8. Accounts and records

- 8.1. In consideration of the Grant being given, the Recipient undertakes to Salix:
- 8.2. The Recipient shall keep all invoices, receipts and accounts and any other relevant documents relating to the Project and the expenditure of the Grant for a period of at least six years following the Grant End Date. Salix shall have the right to review, at Salix's request, the Recipient's accounts and records that relate to the Project and the expenditure of the Grant and shall have the right to take copies of such accounts and records. ✓
- 8.3. The Recipient shall ensure that all its sub-contractors and, where relevant, consortium members retain each record, item of data and document relating to the Project for a period of at least six years from the Grant End Date. ✓
- 8.4. The Recipient shall comply and facilitate Salix's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and Salix. ✓

9. Monitoring and reporting

- 9.1. The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the Agreement is being adhered to.
- 9.2. The Recipient acknowledges that Salix may monitor the Project to ensure that the Project fulfils all requirements specified by Salix and the Department, including providing the energy savings and CO2 reductions envisaged and agreed with Salix at the outset of the Project.
- 9.3. On or before the 15th day of each calendar month during the Grant Period, the Recipient shall provide Salix with a report, signed by the Authorising Official containing the information set out in Schedule 4 of the Grant Offer Letter (Monitoring Reports) including an updated Forecast, as of the 10th day of the calendar month, together with copies of all invoices or other evidence of the total costs and expenses incurred since the previous report.
- 9.4. 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 the reports provided pursuant to Clause 9.4 together with details of what that funding has been used for.
- 9.5. Along with its first report provided pursuant to Clause 9.4 the Recipient shall provide Salix with a risk register and insurance review in the format requested by Salix. The Recipient shall address the health and safety of its staff in the risk register.
- 9.6. The Recipient shall on request provide Salix and/or the Secretary of State with such further information, explanations and documents as Salix may reasonably require in order for it to establish that the Grant has been used properly in accordance with the Agreement.
- 9.7. The Recipient shall permit any person authorised by Salix and/or the Secretary of State 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 the Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 9.8. The Recipient shall, if so requested by Salix, permit any person authorised by Salix for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, Salix considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 9.9. The Recipient shall provide Salix with a final report on Practical Completion which shall confirm whether the Project has been successfully and properly completed and which shall contain the information set out in Schedule 4 of the Grant Offer Letter (Monitoring Reports) in respect of the Grant Period.
- 9.10. In each of the first three years from the date of Practical Completion, the Recipient shall provide Salix with a report outlining the effectiveness of the Project in delivering energy savings and CO2 reductions, and containing such other information and evidence as is reasonably requested by Salix in relation to the Project.
- 9.11. The Recipient represents and undertakes (and shall repeat such representations on delivery of the relevant report or information):
 - 9.11.1. that the reports and information it gives pursuant to this Clause 9 are accurate;
 - 9.11.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 9.11.3. that any data it provided pursuant to the Grant Application may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

10. Receipt of other funding sources

- 10.1. The Recipient is prohibited from accepting any other public sector or European funding in relation to the Project without first obtaining the prior written consent of Salix and the Recipient shall not claim or use any part of the Grant for any purpose other than the delivery of the Project. 
- 10.2. The Recipient shall comply with the subsidy control rules applicable in the United Kingdom in relation to the delivery of the Project at the time this Grant Offer Letter is signed (including, but not limited to, the World Trade Organisation Agreement on Subsidies and Countervailing Measures; the Subsidy Control Act 2022; the UK-EU Trade and Co-operation Agreement; and the UK's other Free Trade Agreements) and shall ensure that the delivery of the Project shall not put the Secretary of State and/or Salix in breach of such subsidy control rules.
- 10.3. The Recipient acknowledges and represents to the Secretary of State and Salix that the Grant is being awarded on the basis that the Project, and related work being undertaken using the Grant, do not affect trade in goods and electricity between Northern Ireland and shall ensure that the Grant is not used in way that affects any such trade.
- 10.4. The Recipient is required to obtain and retain all declarations and information as may be required to enable the Recipient, Salix and the Secretary of State to comply with the relevant subsidy control rules, including the Subsidy Control Act 2022, and to provide copies of such declarations and information to the Secretary of State and Salix when required to do so.
- 10.5. The Recipient shall maintain appropriate records of compliance with the relevant subsidy control regime and shall take all reasonable steps to assist both the Secretary of State and Salix to comply with their obligations to maintain such records and respond to any proceedings or investigation(s) into, or in connection with, the Grant and/or Project by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 10.6. Salix may, if required to do so by the Secretary of State or any other Governmental body, recover from the Recipient, on demand, any Grant, plus interest, made in contravention of the applicable subsidy control rules.
- 10.7. The Recipient shall, if requested by the Secretary of State or any Governmental body or Salix, repay to the Secretary of State, such Governmental body or Salix, any Grant, plus interest, made in contravention of the applicable subsidy control rules.
- 10.8. The Recipient accepts that the Secretary of State and/or Salix may exercise the options referred to in paragraphs 10.6 and 10.7 where the Secretary of State and/or Salix:
 - 10.8.1. is required to cease grant funding or to recover all, or any proportion, of the Grant or any other amount by virtue of a decision of a court or any equivalent body as a result of the relevant subsidy control rules which apply in domestic UK law; or
 - 10.8.2. has reasonable grounds to consider that the payment of the Grant, or the Recipient's use of it, contravenes any requirement of law, in particular (but without limitation) the relevant subsidy control rules which apply in domestic UK law.

11. Acknowledgment and publicity

- 11.1. The Recipient shall not publish any material referring to the Project or Salix without the prior written agreement of Salix. The Recipient shall acknowledge the support of Salix and the Department, 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 Salix) shall include Salix's name and the Department's name (or any future name or logo adopted by Salix or the Department) using the materials provided by Salix from time to time.
- 11.2. In using Salix's name and logo, or the logo of the Department, the Recipient shall comply with all reasonable branding guidelines issued by Salix or the Department from time to time.
- 11.3. The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by Salix or the Department.
- 11.4. Salix and the Department may acknowledge the Recipient's involvement in the Project and the Scheme as appropriate without prior notice.
- 11.5. The Recipient shall comply with all reasonable requests from Salix and the Department to facilitate visits, provide reports, statistics, photographs and case studies that will assist Salix and the Department in its promotional and fundraising activities relating to the Project.
- 11.6. The Recipient shall respond to any surveys and market research when requested by Salix or the Department from time to time and at various milestones.
- 11.7. The Recipient shall acknowledge the department and Salix in any external facing branding including hoardings using the templates and logos supplied by Salix. Salix must have sign off on these.

12. Intellectual Property Rights

- 12.1. Salix 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 Salix or the Recipient before the Grant Start Date or developed by either party during the Grant Period, shall remain the property of that party.
- 12.2. Where Salix 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 the Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by Salix.

13. Confidentiality

- 13.1. Subject to Clause 14 (Freedom of Information), each party shall during the term of the 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 the Agreement or save as expressly authorised in writing by the other party.
- 13.2. 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:
 - 13.2.1. 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 the Agreement by the receiving party;

- 13.2.2. 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
- 13.2.3. is at any time after the date of the 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.

14. Freedom of information

- 14.1. The Recipient acknowledges that Salix is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 14.2. The Recipient shall:
 - 14.2.1. provide all necessary assistance and cooperation as reasonably requested by Salix to enable Salix to comply with its obligations under the FOIA and EIRs;
 - 14.2.2. transfer to Salix all requests for information relating to the Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - 14.2.3. provide Salix with a copy of all information belonging to Salix requested in the request for information which is in its possession or control in the form that Salix requires within 5 working days (or such other period as Salix may reasonably specify) of Salix's request for such information; and
 - 14.2.4. not respond directly to a request for information unless authorised in writing to do so by Salix.
- 14.3. The Recipient acknowledges that Salix may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. Salix shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Agreement) Salix (in consultation with the Department) shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15. Data protection

- 15.1. Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

16. Procurement of Capital Equipment, Goods and Services

- 16.1. The procurement of all works, equipment, goods and services required to deliver the Project must be carried out in accordance with the Recipient's internal procurement guidelines and financial regulations, and with all applicable laws including the Procurement Regulations. Salix shall not be liable for the Recipient's failure to comply with its obligations under such guidelines, regulations or laws. - SVS ✓

17. Withholding, suspending and repayment of Grant

- 17.1. Salix's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to Salix's other rights and remedies, Salix may at its discretion reduce, withhold or suspend payment of all or any part of the Grant and/or require repayment of all or part of the Grant if:

17.1.1. the Recipient has used, or intends to use, all or any part of the Grant for purposes other than those for which the Grant has been awarded;

17.1.2. the delivery of the Project does not start within 6 weeks of the Project Start Date and the Recipient has failed to provide Salix with a reasonable explanation for the delay; * Note ✓

17.1.3. Salix, acting reasonably, considers that the Recipient has not made satisfactory progress with the delivery of the Project;

17.1.4. the Recipient is, in the reasonable opinion of Salix, delivering the Project in a negligent manner and/or not in accordance with the Project Programme or Grant Application;

17.1.5. the Recipient obtains duplicate funding from a third party for the Project; ✓

17.1.6. the Recipient obtains funding from a third party without prior written consent of Salix, such consent not to be unreasonably withheld; ✓

17.1.7. the Recipient provides Salix with any materially misleading or inaccurate information and/or any of the information provided in the Grant Application or in any subsequent correspondence is found to be incorrect or incomplete to an extent that Salix considers to be significant; ✓

17.1.8. the Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to Salix, whether committed by the Recipient or a third party, as soon as they become aware of it; ✓

17.1.9. any member of the Governing Body, employee, volunteer or agent 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 Salix, bring or are likely to bring Salix's name or reputation into disrepute (and actions include omissions in this context) or (c) transferred, assigned or novated the Grant to a third party or (d) failed to act in accordance with all applicable laws; ✓

17.1.10. 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); ✓

17.1.11. 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; ✓

17.1.12. in the sole opinion of Salix, the Grant has been used for non-compliant subsidy;

- 17.1.13. in the sole opinion of His Majesty's Revenue & Customs, the Recipient engages in tax evasion or aggressive tax avoidance;
- 17.1.14. Salix is unable to pay the Grant to the Recipient because it has not been provided by the Department with sufficient funding to provide the Grant;
- 17.1.15. in the sole opinion of Salix, there is a financial irregularity within the Recipient which is not rectified within the timescale provided by Salix;
- 17.1.16. the Recipient undergoes a Change of Control which Salix, acting reasonably, considers:
 - (a) will be materially detrimental to the completion of the Project and/or;
 - (b) causes, or would cause, the Recipient to be in breach of the Agreement;
 - (c) would raise national security concerns; or
- 17.1.17. the Recipient fails to comply with the Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or; or Salix gives at least two months notice in writing to the Recipient.
- 17.1.18. the Recipient will provide Salix the evidence requested to resolve the Specific Conditions in the time specified set out in Schedule 2; or Salix gives at least 2 months notice in writing to the Recipient.
- 17.1.19. the Recipient fails to provide accurate forecasts for their payments to Salix, in their monthly monitoring report, or regularly provide a forecast which differs substantially from the payment request submitted therefore hindering Salix from submitting accurate payment forecasts to the Department.
- 17.2. Salix may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under the Agreement or any other agreement pursuant to which the Recipient provides goods or services to Salix.
- 17.3. The Recipient shall make any payments due to Salix without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 17.4. 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 the Agreement it will notify Salix as soon as possible so that, if possible, and without creating any legal obligation, Salix will have an opportunity to provide assistance in resolving the problem or to take action to protect Salix and the Grant monies.

18. Anti-discrimination

- 18.1. 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.
- 18.2. The Recipient shall take all reasonable steps to secure the observance of Clause 18.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

19. Human Rights

- 19.1. 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 the Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998). ✓
- 19.2. The Recipient shall undertake, or refrain from undertaking, such acts as Salix requests so as to enable Salix to comply with its obligations under the Human Rights Act 1998. ✓

20. Financial Management and Prevention of Bribery, Corruption, Fraud and Other Irregularity

- 20.1. The Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act. ✓
- 20.2. The Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. Salix may require that the Recipient's internal/external auditors report on the adequacy or otherwise of those processed. ✓
- 20.3. All cases of fraud, theft or other financial irregularity (whether actual or suspected) relating to the Project and/or use of the Grant must be notified to Salix as soon as they are identified. The Recipient shall explain to Salix what steps are being taken to investigate the fraud, theft or financial irregularity and shall keep Salix informed about the progress of any such investigation. Salix may however request that the matter is referred to external auditors or other third parties for investigation as required. ✓
- 20.4. Salix will have the right, at its absolute discretion, to insist that the Recipient addresses any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Recipient. The Recipient will be required to act where there is evidence that a fraud has or could be committed, and/or the Recipient reasonably suspects this to be the case. The Recipient shall comply with all reasonable requests in a timely manner from Salix to engage and co-operate with the audit process and supply any documentation requested, including the facilitation of site visits. ✓
- 20.5. For the purposes of this Clause 20, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Agreement. The Recipient may be required to provide statements and evidence to Salix or the appropriate organisation as part of pursuing sanctions, or criminal or civil proceedings. ✓

21. Limitation of liability

- 21.1. Salix accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless Salix, its employees, agents, officers 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 the Agreement or its obligations to third parties. ✓
- 21.2. Subject to Clause 21.1, Salix's liability under the Agreement is limited to the payment of the Grant.

22. Warranties

22.1. The Recipient warrants, undertakes and agrees that:

- 22.1.1. it is a Public Sector Body;
- 22.1.2. It has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- 22.1.3. It has not committed, nor shall it commit, any Prohibited Act;
- 22.1.4. 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 Salix immediately of any significant departure from such legislation, codes or recommendations;
- 22.1.5. 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;
- 22.1.6. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 22.1.7. It has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 22.1.8. all financial and other information concerning the Recipient which has been disclosed to Salix is to the best of its knowledge and belief, true and accurate;
- 22.1.9. 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;
- 22.1.10. It is not aware of anything in its own affairs, which it has not disclosed to Salix or any of Salix's advisers, which might reasonably have influenced the decision of Salix to make the Grant on the terms contained in the Agreement; and
- 22.1.11. since the date of its last accounts there has been no material change in its financial position or prospects which would, in the reasonable opinion of Salix, adversely affect the Recipient's ability to deliver the Project in accordance with the Project Programme, the Grant Application and the Agreement.

*Partnership
c EC.*

23. Change of Control

- 23.1. The Recipient shall notify Salix immediately in writing and as soon as the Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any law.
- 23.2. The Recipient shall ensure that any notification made pursuant to Clause 23.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 23.3. Where the Grant has been awarded to a consortium and the Recipient has entered into a collaboration agreement, the notification required under Clause 23.1 shall include any changes to the consortium members as well as the Recipient.
- 23.4. Following notification of a Change of Control, and unless Salix gave prior consent to the Change of Control, Salix shall be entitled to exercise its rights under Clause 17.1.16 by providing the Recipient with notification of its proposed action in writing within three (3) months of:

Sho

23.4.1. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or ✓

23.4.2. where no notification has been made, the date that Salix becomes aware that a Change of Control is anticipated or is in contemplation or has occurred. ✓

24. Duration

24.1. Except where otherwise specified, the terms of the Agreement shall apply from the Grant Start Date until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer. ✓

24.2. Any obligations under the 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. ✓

25. Assignment

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

26. Waiver

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

27. Notices

27.1. All notices and other communications in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered 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 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. ✓

28. No partnership or agency

28.1. The Agreement shall not create any partnership or joint venture between Salix 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. ✓

29. Assignment

- 29.1. Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign the Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under the Agreement. ✓

30. Assignment

- 30.1. Except as expressly provided in Clause 30.2, the 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, save that the Department may rely upon and enforce any provision of the Agreement against the Recipient. ✓
- 30.2. The Agreement is also made for the benefit of the Department from time to time and all provisions of the Agreement shall be enforceable by the Department to the fullest extent permitted by law as if they were a party to the Agreement in place of Salix.

31. Governing law

- 31.1. The 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. ✓

32. Entire agreement

- 32.1. The Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter. ✓

Schedule 2 : Specific Conditions

Note to Recipient: The conditions below are to be discharged by providing sufficient evidence to Salix. Payment will be made to the Recipient once conditions have been discharged by the Expected Discharge Date as set out in Schedule 4.

Conditions prior to receiving first payment:

	Condition	Milestone the condition is to be discharged by	Expected discharge date
1	The Recipient shall provide a Forecast by the 15th of the month following the Grant Start Date or six weeks in advance of submitting the first payment request.	N/A	15/03/2024

Conditions upon completion of relevant milestone:

	Condition	Milestone the condition is to be discharged by	Expected discharge date
2	To provide to Salix an updated project programme including contingency plan.	Project Approval	03/06/2024
3	Any changes to the proposed energy savings must be communicated to Salix. Any changes to the proposed energy savings must also be accompanied by an updated application form.	Detailed Designs Complete	01/04/2025
4	To provide to Salix evidence of fuel costs used in the application and written rationale of the methodology taken.	Detailed Designs Complete	01/04/2025
5	To provide to Salix data sheets for all technologies once the product specifications and manufacturers have been confirmed.	Orders Placed	02/06/2025
6	To provide to Salix a monitoring plan detailing how carbon savings will be monitored and reported following completion of the project. This plan can be communicated in a short report.	Final Commissioning	02/02/2026
7	To provide to Salix an updated application form with finalised figures for all data including costs and energy values once the project is complete on site.	Final Commissioning	02/02/2026

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Schedule 3 : Project Programme and Expenditure Forecast

Note to Recipient: This schedule has been populated with information taken from the initial Application and discussions with the Recipient.

The grant funding for multi-year projects is capped as per the funding set out in this Grant Offer Letter. There is no flexibility to transfer funding from one year to another.

Year 1 (2024/25)	£57,683.00	- what if
Year 2 (2025/26)	£300,000.00	
Total	£357,683.00	

Design is above 57,683.

1. Name of Project with Project Reference Number

Congleton Town Hall, High Street Congleton Cheshire CW12 1BN
Project Reference Number: 55423

2. Summary Description of Project (Taken from Section 1.2 of Application Form)

The project involves the introduction of energy saving measures taking a fabric first approach to the historic grade 2 listed Congleton Town Hall, Cheshire. Measures include Roof, wall & window upgrades along with introducing low energy air to water heat pumps, new controls, LED lighting upgrade and a photo voltaic array to compliment the new electrical base load of the building.

3. List of Measures and the Cost of Each Measure

Measure	Total Value	Phase 3c Grant Value
Low carbon heating measure	£210,607.00	£157,607.00
Other energy efficiency measure	£226,767.12	£200,076.00
Total	£437,374.12	£357,683.00

4. Recipient contribution (like-for-like costs)

Total Project Value	Total Grant Funding Requested	Recipient Contribution
£437,374.12	£357,683.00	£79,691.12

4. Detailed Timetable and Payments Schedule

Note to Recipient: Recipients are to ensure they provide accurate, updated payment forecasts as part of the monthly monitoring report, as this is used to ensure that Salix has the correct funds to pay Recipients. Incorrect forecasts may delay the payment of claims.

Delivery Milestone Reached	Date Milestone to be Completed	Costs Associated with Completion of Milestone
Project approval	01/04/2024	£0.00
Designs Initiated	01/05/2024	£10,000.00
Detailed designs complete	01/08/2024	£30,683.00
Out to tender	15/09/2024	£10,000.00
Tenders complete	31/12/2024	£7,000.00
Orders placed	01/04/2025	£100,000.00
Works in progress on site	01/05/2025	£150,000.00
Completed on site	01/09/2025	£40,000.00
Final commissioning	31/10/2025	£10,000.00

For more complex projects a site-by-site milestone process may be more appropriate and will be agreed between the Recipient and Salix.

5. Key/High Level Risks with Mitigation Measures

Description of Risk	Level of Risk	Type of Risk	Mitigating Measures
DNO commissioning delay/infrastructure upgrades	Moderate	Project Delivery	Early and ongoing engagement
Project is unable to secure funding, including match	Moderate	Cost	Identify all known relevant sources of funding. Keep track of any funding application deadlines. Keep relevant stakeholders engaged in the project.
Low level of interest from contractors.	High	Supply Chain	Engagement with delivery partners during tender development (Clade)

6. Sites where projects are taking place

#	Building Name	Unique Property Reference Number	Type of Building	Postcode	Measures
1	Town Hall	100012598449	Town hall	CW12 1BN	Air source heat pump (air to water)
2	Town Hall	100012598449	Town hall	CW12 1BN	Roof insulation
3	Town Hall	100012598449	Town hall	CW12 1BN	BEMS - not remotely managed
4	Town Hall	100012598449	Town hall	CW12 1BN	Solar PV
5	Town Hall	100012598449	Town hall	CW12 1BN	Double glazing with metal or plastic frames
6	Town Hall	100012598449	Town hall	CW12 1BN	External wall insulation
7	Town Hall	100012598449	Town hall	CW12 1BN	LED - new fitting

Schedule 4 : Monthly Monitoring Report

The Monthly Monitoring Report is a mechanism to understand how the Grant Recipient is proceeding with their project each month. This process involves focusing on the milestones that have been reached by the Grant Recipient, the forecast for future payment requests and any risks to the project. A copy of the Monthly Monitoring Report template can be found attached with this Grant Offer Letter.

The Grant Recipient will be issued with their bespoke Monthly Monitoring Report shortly in an email directly from Salix. Further guidance will also be provided by Salix on how to complete this report.

These Monthly Monitoring Reports are a requirement of the scheme until the point of practical completion and should be provided to the Grant Recipient's Salix relationship manager by the 15th of each month or earlier if this does not fall on a working day. This will allow Salix and the Department to understand the current development of the project so overall scheme progress and risks can be assessed.

If the Grant Recipient fails to provide a completed and accurate Monthly Monitoring Report by the stated return date this may result in payment being withheld until this has been resolved.

The Grant Recipient's First Monthly Monitoring Report will be expected on 15th April 2024 or 15th of the month following the Grant Start Date, whichever is later.

Schedule 5 : Payment Request

Phase 3c Public Sector Decarbonisation Scheme (PSDS) payment requests can be submitted to Salix Finance monthly. The payment request must be completed via this template, a copy of which will be shared with the Accountable Officer and should contain the following information:

To: Salix Finance Limited 2nd Floor
10 South Colonnade,
Canary Wharf
London, E14 4PU

For the attention of: Phase 3c Public Sector Decarbonisation Scheme Team
Email: gerald.habib@salixfinance.co.uk

From: Congleton Town Council

Date:

Submission ID/Reference Number: 55423

Description of Project: Congleton Town Hall, High Street Congleton Cheshire CW12 1BN

Dear Sir or Madam,

Phase 3c PSDS Grant Offer Letter dated 18/03/2024 entered into between Salix and the Recipient

1. We refer to the Phase 3c PSDS Grant Offer Letter. This is a Payment Request. Words and expressions defined in the Phase 3c PSDS Grant Offer Letter have the same meaning in this Payment Request unless given a different meaning in this Payment Request.

2. We hereby request part payment of the Grant as follows:

Amount: £
Payment Date: [date funds will be received]

→ when + how much

3. We confirm that as at the date of this Payment Request and on each Payment Date:

(a) each payment of the Phase 3c PSDS Grant that has been received to date has been used for the Phase 3c PSDS Grant Purpose,

(b) each payment of the Phase 3c PSDS Grant that has been received to date has been spent on those items of expenditure listed in the Phase 3c PSDS Grant Application and such items have not exceeded the forecasted amounts listed in the Phase 3c PSDS Grant Application (without prior written agreement of Salix);

(c) the remaining Phase 3c PSDS Grant to be provided is sufficient to meet the remaining costs required for fulfilment of the Phase 3 PSDS Grant Purpose;

(d) all information and evidence provided to Salix in support of the application for the Phase 3c PSDS Grant was complete, true and accurate at the time it was provided; and

(e) we have complied with the Phase 3c PSDS Grant Terms and Conditions in all respects.

4. This Payment Request is irrevocable.

.....
Authorised Signatory

.....
Date

.....
Print Name
For and on behalf of Congleton Town Council

.....
Job Title

Schedule 6 : Specimen Signature

Name of Accountable Officer:	David McGifford
Position in Organisation:	
Signature:	

Schedule 7 : Phase 3c PSDS Application

<p>I agree to the terms below:</p> <p>The information supplied in our Application Form, energy savings information and supporting information is true and correct to the best of our knowledge.</p> <p>We understand that we will be required to provide Salix with monthly reports on the progress of the project together with reasonable evidence of costs.</p> <p>We understand that if a project's timescales or scope change, we must notify Salix.</p> <p>We agree to Salix sharing knowledge and information about our Application and funded projects with both current and future clients, including the Department for Energy Security and Net Zero and its research and evaluation partners.</p> <p>We consent for Salix to share our data with government departments and public authorities which have a legitimate interest in the data.</p> <p>In all cases, where shared data contain personal data, they will be managed in accordance with the published DESNZ Phase 3c Public Sector Decarbonisation Scheme Privacy Notice, which can be found here.</p> <p>We confirm that we give consent for Salix to share our contact details to any contractor appointed by the Department for Energy Security and Net Zero to evaluate this scheme. Further information on data processing in respect of PSDS Phase 3c is contained in the Salix Privacy Notice, and the DESNZ Privacy Notice.</p> <p>We confirm there is no double funding for this project (i.e. that two sources of government funding are not being used to subsidise the same capital spend, including previous phases of the Public Sector Decarbonisation Scheme).</p> <p>I confirm that the funding for the project will be governed by the terms and conditions of the Phase 3c Public Sector Decarbonisation Scheme Grant Offer Letter</p>	<p>Yes</p>
<p>Please select the date confirming when your proposed project will complete:</p>	<p>31st March 2026</p>
<p>Subsidy control rules</p> <p>In some instances, public sector organisations can operate as economic actors as defined in the UK EU Trade and Cooperation Agreement (TCA). If, in connection with the delivery of the Phase 3c PSDS Grant/ activities, you are undertaking any economic activity, you must cooperate with Salix to ensure compliance with the subsidy control rules. A public sector organisation will be an 'economic actor' if it is engaged in an economic activity by offering goods or services on a market (see Article 363(1)(a) and (b) TCA).</p>	

Schedule 8: Requirements relating to the Consortium

Not applicable

Set out below are our responses to the specific questions raised by you in relation to the financial aspects of the grant funding agreement with Salix Finance and the potential risks the agreement poses to the Council.

We have also provided some additional observations and comments arising from our review.

Please note that where we have used capitalised terms then these have the same meaning as they are defined in the agreement.

1. In year 1 we have been advised that we do not need to use our contribution towards the costs / figures that have been shown in the agreement , we would only have to use our contribution if the year 1 costs are greater than the forecasted figure as we cannot transfer any grant money from year 2 back into year 1 .

The Total Project Value is £437,374.12 and the Grant Value is for a maximum of £357,683 meaning the balance of costs would have to be met by the Council.

The Grant Offer Letter sets out the breakdown of the anticipated costs between year 1 and year 2 of the Project. In year one the grant amount available is £57,683 and year two it is £300,000.

These amounts available in year one and two are capped with Schedule 3 stating that “there is no flexibility to transfer funding from one year to another.” This is supported by clause 3.1 which states that Salix shall pay an amount not exceeding the grant awarded for each financial year.

Clause 3.6 does appear to suggest that there is some potential flexibility to adjust the forecasts as it says that in the event of any overspend by the Council outside of the sums set out in the Project Programme or awarded in each financial year, the amount of the overspend will be met by the Council from its own funds unless Salix in its absolute discretion agrees to increase the Grant or to adjust the Project Programme.

It would be prudent to assume that in these circumstances the Council would indeed have to fund any overspends but this clause offers the possibility that Salix would agree to amendments to the planned spending so in those circumstances it would be worth having a conversation with them around that. Clause 4.1 says that you must ensure the amount spent on any item of Eligible Expenditure does not exceed the forecasted amount without the prior agreement of Salix so this again seems to be tacit acknowledgement that the costs may change.

The Project Programme and Expenditure Cost in Schedule 3 does envisage that the year one expenditure for the Project would be the same value as the grant amount available which would suggest that there is no expectation that the Council would fund any of the year one costs, assuming the forecasts are correct.

The provisions of clause 3.10 would appear to support this as the Council is only required to provide satisfactory evidence to Salix that it has contributed the Like for Like Costs towards the delivery of the Project prior to the final Payment Request.

However please see comment below regarding the concept of Like for Like Costs and the minimum contribution that you are required to make.

2. Risk 1 - After the year 1 work has been completed we will know the costs of delivering the projects which may be greater than has been forecasted and beyond our financial resources. If we choose to exit the project at that stage we would lose any funds that we

have contributed. We do not believe that we are expected to contribute anything else in this scenario.

There is nothing within the agreement that would expressly give you the contractual right to withdraw from the project or bring the agreement to an early end.

Conversely while there is a clear expectation that you will use the Grant, there isn't anything that expressly requires the Council to actually draw and use the Grant. There is a covenant in clause 7.1.14 that requires the Council to cause Practical Completion to occur no later than the Grant End Date but failure to do that could affect the availability of the Grant with the expectation that the Council would be responsible for the payment of any outstanding costs.

However we would be concerned about the risks arising from clause 17 which state that Salix would be entitled to withhold the or suspend the payment of the Grant if it does not feel that sufficient progress is made with the Project. However clause 17 also states in addition to withholding payment Salix may also "require repayment of all or part of the Grant" which poses a risk to Council that if you do not proceed with the Project then Salix may be entitled to require repayment.

In the circumstances you describe above you would invariably have to discuss this with Salix however it might be worth asking them the question now around what would happen to ensure both sides are clear in their understanding and expectations.

Please also note the requirement on the Council have contributed at least 12% of the Like for Like Costs of the Project. Based on current projections the Council's contribution would be 18.22% of the anticipated costs. While the agreement does not state this, if you were to withdraw from the Project there is a risk that the agreement could be interpreted as requiring the Council to have contributed the Like for Like Costs of the Project to that date. So, if you were to withdraw at the end of year one having utilise the full amount of the Grant for that year then the Council may be required to contribute the Like for Like Costs for that amount. **We would stress that this is a question of interpretation and only highlighting a potential risk.**

3. Risk 2 - Failure to deliver projects within the agreed timescale as there appears no facility to extend the period of the grant so CTC would need to fund the remaining works.

This interpretation seems to be correct.

Under clause 4.3 you are not permitted to spend any part of the Grant on the delivery of the Project after the Grant Period expires unless that payment is for Final Commissioning or payment of costs retained from contractors on the Project and these payments have been agreed by Salix.

This is supported by clause 4.4 which states that any unspent Grant at the end of the Grant period will be returned to Salix.

Furthermore, clause 7.1.15 contains an undertaking from the Council which states that if during the Grant period the Practical Completion is expected occur after the Grant End Date (31/02/2026) then the costs incurred after that date shall be met by the Council. This finishes by saying "with the written consent of Salix" which does not make sense in the context.

4. SAS to comment on point 1-3 and advise on any other financial concerns

Whilst not a point of concern, you will have noted that payment of any Grant instalments will be made to after the Council submits a Payment Request no later than 21 Business Days before the proposed Payment Date (being the date on which the Grant is to be paid). However, any payment to be made is subject to the Council satisfying the requirements placed on it to provide sufficient evidence to Salix that the Grant will be used for Eligible Expenditure. Payment is also subject to Salix having received the necessary funds from the government – this is something that is repeated multiple times throughout the agreement.

Clause 4.5 states that where the Council enters into a contract with a third party in connection with the Project, the Council will remain responsible for paying that third party and Salix will have no responsibility for paying the invoices of third parties. This is not unusual or unexpected, however, it does present a risk to the Council whereby you incur costs or become liable for costs under a contract which are expected to be covered by the Grant but Salix do not then pay the Grant to the Council citing an issue under the agreement. In that scenario the Council would still be liable to pay the third party. While you may consider this risk to be minimal it is something that you will need to be mindful of.

As already noted in the responses to specific queries above, the agreement repeatedly makes clear that the Council must strictly adhere to the forecasted expenditure listed under the Project Programme and any deviation from this will only be with the prior written agreement of Salix. This would seem to present one of the more significant elements of risk to the Council under the agreement because the Council will otherwise have to pick up the cost of overspends or costs outside of the Project Programme. No doubt this will something that you closely monitor.

Clause 5.3 – this lists all items which the Council may not spend the Grant on. Whilst there is nothing in this list that wouldn't reasonably be expected, clauses 5.3.1 and 5.3.2 are repetition of the previous clauses 5.1 and 5.2 so these ought to be removed.

Clause 7.1.1 – similar to the issue of repetition in clause 5.3, the second half of clause 7.1.1 is repeated below in clauses 7.1.2 and 7.1.3.

Clause 7.1 – we have already touched on some of the financial covenants that appear in this clause, but as a more general observation it is important to ensure that you are familiar with these covenants and ensure that the Council complies with them at all times as failure to do so would constitute a breach of the agreement. Please see comment on clause 17 below for the risks this poses.

Clause 8.3 – the requirements to maintain records and provide access to records is quite onerous (please see clause 9), but something that is within the control of the Council. However it could be hard for you to police the requirement for contractors to similarly maintain records.

Clause 9 – as already mentioned, the monitoring and reporting requirements are onerous and something that you will have to be familiar with and ensure there are procedures in place to ensure compliance with them in order to avoid being in breach of the agreement.

Clause 10 – again this is not a concern necessarily, but the Council is prohibited from obtaining any other funding for the Project without first obtaining Salix's permission. In addition to repayment of unused Grant money another scenario in which Salix could require Grant money to be repaid is under clauses 10.6 to 10.8 where the Grant is found to be made in contravention of subsidy control rules.

As already mentioned above, clause 17 entitles Salix to withhold or suspend payments of the Grant and even require repayment of all or any part of the Grant if any of the circumstances under listed in this clause occur. You will need to be familiar with these matters and closely monitor to ensure you do not fall foul of them. **We would consider this to be the most significant risk under the agreement.** The list includes failure to comply with the agreement so if you fail to provide any reporting information or breach an undertaking or warranty then the potential for Salix to require repayment would arise.

Clause 17.1.17 and 17.0.08 – these clauses appear to have typos in them with the wording “or Salix gives at least two months notice in writing to the Recipient”. These sentences don’t make sense in the context.

Clause 22 – make sure you note these warranties closely as a breach of them would constitute a breach of the agreement and clause 17 would become relevant with the potential for Salix to demand repayment of the Grant.

Clause 24 – it is not clear how long the agreement is actually intended to continue for. Clause 24.1 states it shall be the longer of the anniversary of the expiry of the Grant Period (but which anniversary?) Or for so long as Grant monies remain unspent by the Council. This in itself cuts across the established position that the Grant must be spent within the Grant Period.

CONGLETON TOWN COUNCIL
COMMITTEE REPORTS AND UPDATES

COMMITTEE:	Council		
MEETING DATE AND TIME	4 th April 2024 7.00 pm	LOCATION	Congleton Town Hall
REPORT FROM	Serena Van Schepdael: R.F.O		
AGENDA ITEM REPORT TITLE	Item 7 ICT Policy Review		
Background	<p>The ICT Policy was requested to be reviewed after the Business Risk Assessment was approved with the addition of Cyber Security Risks. The original updated draft was rejected by the Council on 10th August 2023, one comment made during discussions was to see if NALC (National Association of Local Councils) have a template to use.</p>		
Updates	<p>NALC does not have a template, but they do provide guidelines for what to include in an Information Technology Policy. This draft policy is based on those guidelines. Please see the current Policy here: Congleton Town Council ICT Policy (congleton-tc.gov.uk)</p> <p>Each item in the NALC guidelines has been considered when drafting this policy. The sections in the current document that have been removed are Health & Safety and Protocol for using the Council's website.</p> <p>See Appendix 7.1 for the new DRAFT ICT and Cyber Security Policy which was approved by the Finance & Policy Committee on 14th March 2024. It was requested that this document be reviewed every 2 years, and at the next review consider adding AI protection/information into the policy.</p>		
Financial	No requirements/implications for this decision.		
Environmental	No implications for this decision.		
Equality and Diversity	No implications for this decision.		
Decision Request	To approve the updated ICT Policy and adopt into the Constitution.		

[ENTER COUNCIL NAME] INFORMATION TECHNOLOGY POLICY GUIDELINES

Each council will have their own IT provision and a 'fit-for-all' policy is not possible. Some small Parish councils will have minimal equipment whilst others may have multiple devices linked to a server. These guidelines are designed to help councils consider some of the factors that may need to go into a policy. Those councils with external IT providers should ensure any policy reflects the current practice.

The purpose of an IT policy is to set out the parameters on how council staff should use the technology that you provide them with in order to do their job.

A clear policy will also help to raise awareness of the risks associated with using IT and can protect the council from loss of data. Councils will need to take a view on whether staff are permitted to use IT equipment for personal use (i.e. accessing webmail or online shopping at lunchtimes). The policy needs to clarify acceptable and non-acceptable use and what will happen if the policy is breached.

As an employer you have the right to monitor work use of IT equipment provided you have a legitimate reason and that you tell staff that you might do this.

When drafting your IT Policy, use the following questions/points to guide the areas to cover:

1. Who does the policy apply to?
2. What communications and IT equipment does the policy cover? For example, computers, internet access, remote access connections, email servers, file storage, webmail, smart phones, telephones, website, mobile phones etc.
3. Who is responsible for monitoring and reviewing the policy? Ideally there should be one individual with overall responsibility. This person should help staff understand the policy and enforce it.
4. Related policies – what other policies do you have which set out standards of behaviour that apply equally to online behaviour? Examples may include Disciplinary Rules, Data Protection Policy, Equality and Diversity Policy etc.
5. Monitoring – Do you monitor how staff use the internet, email or work telephones? Employers are able to do so in particular circumstances although this would need to be properly communicated in the policy. If you have CCTV then you will need a separate policy to explain how you store and use the records. If you allow staff to use equipment for personal use, staff should be made aware that you may still monitor usage.
6. Passwords – What are your rules around passwords and accessing IT systems? Can they be disclosed? If so, to whom? What happens if you need to access another

- employees' computer system (for example if they are off sick)? Do you transmit confidential or personal sensitive information and if so, what are your password protection protocols? What length and form must passwords be? What should an employee do if they think someone else knows their password? If password protected documents are emailed, how should the password be notified?
7. Computer usage – clarify that computers should be shut down at the end of every day. Should employees log out of their systems when they move away from their desks? Should documents be saved in a location accessible for back up? What precautions are needed for areas with public access?
 8. Do you allow individuals to bring in their own IT equipment and use then for work purposes? If you do, are there restrictions or specific requirements?
 9. Data Protection – ensure you reference the requirements when processing personal data in accordance with the six data protection principles. Your policy should explain your rules on collecting, storing, retaining, using disclosing and disposing of personal information. It should also set out how the council protects data and prevents unauthorised or unlawful processing or disclosure.
 10. Mobile phone texting – is this appropriate for work issues? Who to (members of the public, suppliers, LA's etc)? Should abbreviations be avoided? Text messages from the council are treated in the same way as emails, for example they must not contain illegal or discriminatory content.
 11. Email: What rules do you need to consider with regard to email communication? Email is sometimes seen as a casual way to communicate and this may present a reputational risk. Clear rules on email may also prevent staff from inadvertently entering into an agreement with a supplier.
 12. Internet – what can the internet at work be used for and what can't it be used for? Is a firewall in place? What does this mean for staff? What limits are there on accessing chat rooms, messaging services, blogs etc from work IT and communication systems?
 13. Software – what rules and controls are in place for downloading software onto work machines.
 14. Training – consider including a few words on what training and support exists for staff with regards to information security. For example, do you train staff as part of their induction on the risks of email security?
 15. Misuse – be clear that misuse of IT facilities can potentially result in disciplinary proceedings. What constitutes misuse? Examples could include not adhering to the policy; attempting to discover a user's password; using the computer systems to act abusively; attempting to circumvent the network's security; knowingly running and installing programmes intended to damage the computer systems; deliberately wasting computer resources; leaving laptops unattended in a public place etc.

Guidance

Where there is text in [square brackets] this part may be updated or be deleted if not relevant. An alternative option may have been provided.

Important notice

This is an example of an employment policy designed for a small council adhering to statutory minimum requirements and does not constitute legal advice. As with all policies it should be consistent with your terms and conditions of employment.

This document was commissioned by the National Association of Local Councils (NALC) in 2019 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

This document has been written by the HR Services Partnership – a company that provides HR advice and guidance to town and parish councils. Please contact them on 01403 240 205 for information about their services.

CONGLETON TOWN COUNCIL

ICT AND CYBER SECURITY POLICY

Introduction

- Congleton Town Council has a duty to ensure the proper security and privacy of its computer systems and data. All users have some responsibility for protecting these assets.
- The Chief Officer is responsible for the implementation and monitoring of this policy but may delegate that responsibility to another officer.
- Line managers have a responsibility to ensure that staff they supervise comply with this policy.
- The Council has a duty laid down in the Data Protection Act 2018, to ensure the proper security and privacy of its computer systems and data. All users have, to varying degrees, some responsibility for protecting these assets. Users also have a personal responsibility for ensuring that they and, where appropriate, the staff they supervise or have control over, comply fully with this policy – See also the Council's Information and Data Protection Policy.

1. Who does the policy apply to/ General Principles

- All staff and Councillors and volunteers using CTC equipment.
- All employees, members and other users should be aware of the increasingly sophisticated scams and risks posed to cybersecurity and when in any doubt should seek guidance from the Chief Officer. As a general rule, users will never be asked to share passwords by email and users should be aware of odd language used in emails which may indicate a fraudulent email.
- All employees, members and other users of council IT equipment must be familiar with and abide by the regulations set out in the council's 'Data Protection & Retention Policy'.
- All council devices will have up-to-date antivirus software installed and this must not be switched off for any reason without the authorisation of the Chief Officer.
- All users are reminded that deliberate unauthorised use, alteration, or interference with computer systems, software or data is a breach of this policy and in some circumstances may be a criminal offence under the Computer Misuse Act 1990.
- All software installed on council devices must be fully licensed and no software should be installed without authorisation from the Chief Officer.

2. What communications, IT equipment and other areas does the policy cover

- Computers and Laptops
- Remote Access Connections
- Mobile Phones and Tablets

- Emails and Email Servers
- Portable Devices
- Internet Access
- Website and Social Media
- Passwords
- Viruses
- Software
- Cyber Security
- Training

3. Who is responsible for monitoring and reviewing the policy?

- CO Reviewing
- Line Management for Monitoring of staff.

4. Related policies

- Data Protection Policy
- Social Media Policy
- Equality and Inclusion Policy

5. Passwords and Password Protection

All council computers and systems must be password protected to prevent unauthorised access.

- Where possible, two factor authentication should be utilised.
- Users should ensure that unattended devices are password protected.
- Where users have unique access permissions and/or accounts for systems, these must not be shared with other users.
- Different passwords should be used for different devices and accounts.
- Passwords should be routinely changed.
- Passwords should not be written down or left in unsecure locations.
- Passwords must not be inserted into email messages or any other form of communication, or saved onto a shared computer.
- Additional Information:
 - The National Cyber Security Centre Website provides information on passwords.

6. Training

Employees and Councillors should be provided with regular cybersecurity training as is appropriate for their role and level of systems access.

7. Misuse of I.T

Misuse includes, but is not limited to:

- Creation or transmission of any offensive, obscene or indecent images, data or other material or any data capable of being resolved into obscene or indecent images or material.
- Creation of material which is designed or likely to cause annoyance, inconvenience, or needless anxiety.
- Creation or transmission of defamatory material
- Transmission of material which in anyway infringes the copyright of another person.
- Transmission of unsolicited commercial advertising material to networks belonging to other organisations
- Deliberate actions or activities with any of the following characteristics:
 - i. Wasting staff effort or networked resources
 - ii. Corrupting or destroying another users' data.
 - iii. Violating the privacy of other users.
 - iv. Disrupting the work of other users.
- Other misuse of the networked resources by the deliberate introduction of viruses/malware
- Playing games during working hours
- Altering the set up or operating perimeters of any computer equipment without authority.
- Unauthorised access, use, destruction, modification and/or distribution of council information, systems or data is prohibited.
- Any personal IT equipment must not be connected to any Council IT equipment.

8.Security and Virus Controls

- Consideration must be given to the secure location of equipment and documentation to help safeguard the Council's ICT assets. Portable equipment must be locked away when not in use and must not be removed from the premises without permission.
- Only persons authorised by the Chief Officer may use Council computer systems. The authority given to use a system must be sufficient but not excessive and users must be notified that the authority given to them must not be exceeded.
- Operating procedures are required to control use of ICT equipment.
- Security incidents relating to any aspect of this policy must be reported to the Chief Officer immediately.
- Avoid using public wi-fi connections that are not secure.

Virus Controls

- Viruses are undesirable pieces of computer code that can corrupt systems, equipment, and data. They are a serious, increasing threat to the computer systems of the Council.

- If a virus is suspected, the equipment should be switched off and isolated and the Council's support contractor should be contacted.
- Viruses are easily transmitted via email and internet downloads. In particular, users must:
 - not transmit by email any file attachment which they know to be infected with a virus.
 - not download data or programs of any nature from unknown sources
 - not forward virus warning
 - contact the Councils IT providers of any scam emails that arrive.
- All computer and servers will have loaded and operate the Council's standard virus detection software for scanning.
- No software should be located onto the Council's equipment without the permission of the Chief Officer.

9. Computer use

- Laptops and Computers must be shut down at the end of every day and kept in a secure locked cabinet.
- Laptops and Computers must be logged out when member of staff is away from their desk.
- For computers in public areas, these must be secure and out of reach of the public and logged out when away from desk.

10. Use of E-mail

E-mails sent or received form part of official records of the Council, they are not private property. E-mails may be disclosed under the Freedom of Information Act, as part of legal proceedings (e.g. tribunals) and as part of disciplinary proceedings.

Employees are responsible for all actions relating to their e-mail accounts/username and must ensure that no other person has access to their account without the permission or knowledge of the Chief Officer or Deputy Chief Officer.

When using the Council's e-mail employees **must**:-

- Correctly maintain their own e-mail folders and delete all unwanted mail on a regular basis.
- Not use e-mail for the creation, retention, or distribution of disruptive or offensive messages, images, materials, or software that includes offensive or abusive comments about ethnicity, nationality, gender, disabilities, age, sexual orientation, appearance, religious beliefs and practices, political beliefs, or social background. Employees who receive e-mails with this content must report the matter to their line manager.

- Not send e-mail messages that might be considered by the recipients as bullying, harassing, abusive, malicious, discriminatory, defamatory and libellous or containing illegal or offensive material or foul language
- Not upload, download, use, retain, distribute, or disseminate any images text materials or software which might reasonably be considered indecent, obscene, pornographic, or illegal.
- Not engage in any activity that is outside the scope of normal work related duties.
- Not send chain-letters of joke e-mails
- Personal use of the Council's e-mail is NOT permitted without the prior permission of your line manager and should be restricted to the employees break periods if permitted.

11. Use of the Internet

Use of the internet by employees is encouraged where such use is consistent with their work and with the goals and objectives of the Council in mind reasonable personal use is permissible, but this is to be restricted to break periods.

Employees **must not**:-

- Participate in any on-line activity that would bring the Council into disrepute.
- Visit, view, or download any material from an internet site which contains illegal or inappropriate material. This includes, but is not limited to, pornography (including child pornography) obscene matter, race hate material, gambling, and illegal drugs.
- Knowingly introduce any form of computer virus into the Council's computer network
- Download commercial software or any copyright material belonging to third parties unless agreed.
- Use the internet for personal financial gain.
- Use gambling or on-line auction sites or social networking sites, unless it is for the purpose of carrying out their duties, such as Facebook/Twitter for marketing.
- Abuse of these procedures could lead to disciplinary action being taken.

12. Cyber Security

Implementing effective ICT security measures is a key part of safety controls and risk management of running the Council. Following the ICT Policy procedures will help to keep awareness of cyber security and protection.

- Training and awareness course should be made available to all Staff and Councillors.
- Current and up to date information should be shared with all Staff and Councillors.
- Cyber Security must be included as part of the Councils Risk Management Policy.

Additional Information

National Cyber Security Centre: Toolkit for Public Bodies:

V5 10.05.18 DRAFT UPDATE JUNE 2023

V6 14.03.24 DRAFT UPDATE

- <https://www.ncsc.gov.uk/section/information-for/public-sector>
- <https://www.ncsc.gov.uk/collection/board-toolkit/toolkits-toolbox>

DRAFT

CONGLETON TOWN COUNCIL

COMMITTEE REPORTS AND UPDATES

COMMITTEE:	Council		
MEETING DATE AND TIME	4 th April 2024 7.00 pm	LOCATION	Congleton Town Hall
REPORT FROM	Serena Van Schepdael: R.F.O		
AGENDA ITEM REPORT TITLE	Item 7.2 Document Retention Policy Review		
Background	<p>The current Document Retention Policy requires a review as it was last approved by the Council in 2008, the Policy can be found here: DOCUMENTS RETENTION POLICY (congleton-tc.gov.uk)</p> <p>See Appendix for Draft Updates.</p>		
Updates	<p>In general, the retention dates in the current policy are correct according to 2024 requirements and good practice. The table has been given an overhaul:</p> <ul style="list-style-type: none">• Sections created.• Introduction section has been added.• Burial Grounds, Planning Section and Election/Councillor section for items removed. <p>Information and Dates have been checked with current legislation, such as HMRC,(VAT, Payroll records) NALC/CHALC guidelines, Records Management of Great Britain Guidelines and our HR advisor Comparisons also made to other Town Council policies for guidance and notes.</p> <p>The Town Council communities' team is in discussions with the Cheshire Archives about storing copies of Congleton Town Council documents in its new Cheshire East Heritage and Archive Centre being built in Crewe. When the Town Council has finished with the documents the following will be sent to the Archives for permanent storage both electronically and paper.</p> <ul style="list-style-type: none">• Minute books of Council and Committee meetings - after 7 years• Agenda and reports -archive after 7 years• Corporate business plans, annual reports, asset register• Publicised work of the Council (newsletter, town guides) – these should be sent to the archives for the local studies on publication.• Civic and Royal Events – records of - permanent archive after administrative use• Making of local byelaws, copies and procedures		
Financial	<p>This policy, when implemented properly, could save the Council money in document online and physical storage.</p>		

Environmental	A thought-out and followed document retention policy will save the amount of information stored in the cloud and reduce unnecessary paper in the office.
Equality and Diversity	The policies take into account guidance on equality and diversity for access to information.
Decision Request	To approve the updated Document Retention Policy and adopt into the Constitution.

CONGLETON TOWN COUNCIL

DOCUMENTS RETENTION POLICY

Introduction

Congleton Town Council (CTC) is obliged to maintain and retain documentation for a number of purposes, including audit, tax liabilities and in the event of legal disputes and proceedings. Subject to those reasons, papers and records may be destroyed if they are no longer of use or relevance. Both the Freedom of Information Act 2000 (FOIA), the Data Protection Act 2018 (DPA) require public bodies to manage information and its access in particular ways.¹

Strategic Approach to Record Management

CTC's policy on record management will enable the Council to:

- Comply with the relevant legislation and codes of practice.
- Create authentic, reliable and useable records.
- Support the Council's business functions, including asset management.
- Document the Council's decisions and activities.
- Reduce storage costs.
- Facilitate a paperless office where possible.
- Enable the efficient and accurate retrieval of information.
- Dispose correctly of records no longer required.

The Chief Officer will be responsible for record management.

Staff Responsibility

All staff are obliged to:

- Keep accurate records in an organised and accessible form.
- Keep records for as long as necessary.
- Document actions and decisions in records
- Document reasons for the disposal of records
- Ensure all records created by the Town Council are relevant, complete and accurate, without any unsubstantiated or subjective commentary, and protected against unauthorised addition, deletion, alteration, use or concealment

Periods of Retention

- The minimum periods for which various types of records must be kept are set out in
- the Retention Schedule at Annex A. These reflect statutory requirements, codes of
- practice and recommendations published by professional and other bodies. In the

- absence of any guidance, it will be the responsibility of the Chief Officer to determine a suitable retention period.
- At the end of the retention period, the record must be assessed to determine whether it should be retained for a further period. This is particularly relevant where the record has been the subject of a request for access to information under the GDPR or the FOIA. This is the case even where access to information has been refused, as the record should be retained until the end of the period in which an appeal can be lodged or the appeals procedure exhausted.

Record disposal.

Records designated for disposal must be securely disposed of to preserve confidentiality. No record is to be disposed of without the approval of the Chief Officer, reasons must be given for disposal, and a note made of which records are destroyed with their date of destruction.

In order to preserve items that may be of historical significance or of interest to future historians' items marked permanent archive will be sent to the new Cheshire Archives and Local Studies centre being built in Crewe. They will keep both electronic and paper archived materials for Congleton Town Council in line with their Parish Council Draft Archive document.

NB Items marked with * or LTN40 are in accordance with NALC guidelines.

DOCUMENT	MINIMUM PERIOD OF RETENTION	REASON/ACT/GOVERNANCE/ DECISION WHEN TO DESTROY/ ARCHIVE
<u>COUNCIL</u>		
Record of disposal records	Destroy after 12 years	Common practice
Minute Books-Council & Committee/ Sub-committee	Permanent archive after administrative use (7 years)	Archive/Public Inspection LTN40
Council/committee meetings notices, Agendas, reports & documents	Permanent archive after administrative use (7 years)	Local decision
Working party agendas, reports	Permanent archive after administrative use (7 years)	Local decision
Minute taking notes	Destroy after minutes approved	Local decision
Corporate plans, Strategies, policies Business plans, annual reports, asset register	Permanent archive after superseded	Common practice
<u>CORPORATE/LEGAL</u>		
Agreements between organisations & Partners	Destroy 6 years after expiry	Common practice
Quotations and tenders	12 years	Limitation Act 1980
Contracts & Tendering-all documents	Destroy 6 years after last Action except contract under seal (12 years)	Part statutory Limitation Act 1980
Building contracts	Life of building + 15 years Permanent archive	Statutory- Building & Safety Act
Health & Safety	Destroy 15 years after last Action 40 years for asbestos	Common practice COSHH
Statutory returns to Government etc.	7 years	Common practice
Operating procedures	2 years after superseded	Local choice
Consultations of public & staff	Destroy after 5 years from Closure	Common practice
Record of complaints against Council	Destroy after 6 years	Common practice
Freedom of information- Reviewing the quality, efficiency, or performance of the Council	Destroy after 5 years	Common practice
Publicised work of the Council	One copy to Permanent Archive Destroy after administrative Use	Common practice
Media Relations-records of	Destroy after 3 years	Common practice

interactions		
Marketing & promotions literature	Destroy after 6 years	Local choice
Civic & Royal events-records of	Permanent Archive after administration use Concluded	Common practice
Organising documents	Destroy after 7 years	Common practice
Insurance policies	While valid & Permanent Archive	Management and legal proceedings*
Claims	* As long as it is possible for A claim to be made under It.	Limitation Act 1980
Insurance certificates/Employers' Liability Certificates	Indefinite Archive after 6 years	Management
Certificates for insurance against Liability for employers*	Indefinite* Permanent Archive after 6 years	Future Claims*
Title deeds, leases, agreements, contracts	Indefinite Permanent Archive after 6 years	Audit, Management
For Allotments - register and plans	Indefinite	Audit, Management*
<u>ELECTIONS/COUNCILLORS</u>		
Elections- Register & associated lists	Destroy after 4 years	Local choice (permanent record With Borough)
Lists of candidates	Destroy after 4 years	Local choice (permanent record With Borough)
Election results	Permanent	Local choice (permanent record With Borough)
Member contact details	As long as they are a member of the Council. Keep with permission for Future contact on data base	Common practice Data Protection
Representation- list of members representing the Council on outside bodies	4 years	Local choice
<u>ACCOUNTING RECORDS</u>		
Accounting Records in general	6 Years from the date they are made	Common Practice for Accounting Records (HMRC: VAT 700/21)

Annual Governance Accountability Report	CTC to permanent archive AGAR and supporting documents	Accounts & Audit Regulations 2015 Must remain available for public access for minimum of 5 years.
Accounts & Audits Associated documents	Permanent archive after Administrative use Concluded Destroy after Administrative use	Common practice
Scales of Fees and Charges	*6 years	Common Practice for Accounting Records (HMRC: VAT 700/21)
Receipt and payment(s) accounts (CTC use Income and Expenditure Accounting)	Indefinite *Permanent archive	Archive
Receipt books of all kinds	*6 years	Common Practice for Accounting Records (HMRC: VAT 700/21)
Investments	*Indefinite	Audit, Management
Loans	Destroy 7 years after loan Repaid	Common practice
Bank statements, including deposit/savings accounts	Last completed audit year According to LTN40 CTC to keep 6 years	Audit Common Practice for Accounting Records (HMRC: VAT 700/21)
Bank paying-in books	Last completed audit year According to LTN40 CTC to keep 6 years	Audit Common Practice for Accounting Records (HMRC: VAT 700/21)
Cheque book stubs/Paid Checks	Last completed audit year According to LTN40 CTC to keep 6 years	Audit Common Practice for Accounting Records

		(HMRC: VAT 700/21)
Paid invoices	*6 years	Common Practice for Accounting Records (HMRC: VAT 700/21)
VAT records	*6 years (20 years for VAT on rents)	Common Practice for Accounting Records (HMRC: VAT 700/21)
Budget & Estimates/Management	6 years then permanent Archive	Common Practice Records Management
Working Papers	6 years	2 years recommended, CTC to Keep for 6 in line with common practice
Accounts & Audits	Permanent archive after Administrative use is concluded	Common practice
Associated documents	Destroy after Administrative use	
Petty cash, postage and telephone books	*6 years	Common Practice for Accounting Records (HMRC: VAT 700/21)
For Halls, Centres, Recreation Grounds - applications to hire - lettings diaries - copies of bills to hirers - record of tickets issued	6 years	Common Practice for Accounting Records (HMRC: VAT 700/21)
PERSONNEL AND PAYROLL RECORDS		
Timesheets	*Last completed audit year Recommended by LTN40 6 years CTC	Audit(requirement) * and personal injury (best Practice) Common Practice
Salaries and wages documents, Inland Revenues(tax & NI) (Wages books)	*12 years	Superannuation
Personnel administration	Destroy 5 years after person leaves Authority (except staff working with children-25 years)	Local choice & statutory
Recruitment & interview documents	1 Year	Equal opportunities claims

Staff team briefs	3 years	Common practice
Statutory returns to Government etc.	7 years	Common practice
Next of Kin information	Termination of employment	Confidential

The UK Limitation Act 1980 contains a 3-12 year time limit for starting many legal proceedings, dependant on the area. So where documents may be relevant to a contractual claim, it's recommended that these are kept for at least a corresponding 6-year period, see below table.

Category	Limitation Period
Negligence (and other torts except personal injury)	6 years
Personal injury	3 years
Defamation	1 year
Contract	6 years
Leases	12 years
Sums recoverable by statute	6 years
To recover land	12 years
Rent	6 years
Breach of trust	None

CONGLETON TOWN COUNCIL

COMMITTEE REPORTS AND UPDATES

COMMITTEE:	Council		
MEETING DATE AND TIME	4 th April 2024 7.00 pm	LOCATION	Congleton Town Hall
REPORT FROM	David McGifford (Chief Officer) and Serena Van Schepdael (Responsible Financial Officer)		
AGENDA ITEM REPORT TITLE	7.3 Annual Review of the Business Risk Assessment		
Background	<p>Risk Management is an essential part of effective corporate governance. The Council has a statutory duty to have in place arrangements for managing risk as stated in the Accounts and Audit Regulations 2015:</p> <p><i>“A relevant authority must ensure that it has a sound system of internal control which ensures that the financial and operational management of the authority is effective and includes effective arrangements for the management of risk”.</i></p> <p>Congleton Town Council acknowledges that it has a responsibility to manage its risks effectively to protect its employees, assets, liabilities, and community against potential losses. The Council is aware that not all risks can be eliminated fully, however, through correct and careful procedures there will be a focused approach to managing any risks.</p> <p>Congleton Town Council currently adheres to the guidance given by JPAG (Joint Panel on Accountability and Governance) in their publication “Governance and Accountability for Smaller Authorities in England” Section 5 for the layout of the Business Risk Assessment. Behind this sits detailed risk assessments for all Streetscape activities, Town Hall activities, Information Centre, Paddling Pool, and events in the town centre.</p>		
Updates	<p>The management team has updated the Business Risk Assessment in its current form for 2024-2025.</p> <p>There have been no updates to the Risk Assessment or the scores, but a matrix system has now been included and a column added to show the risk based on our scoring system:</p> <p style="padding-left: 40px;">Risk Matrix: Low (1-2) Green Medium (3-4) Orange High (6-9) Red</p> <p>The Business Risk Assessment was approved by Finance and Policy on 14th March 2024, with one addition to add Staff and Councillor Training within the Management/control of risk information of Section 4 ICT and Cyber Security</p>		
Decision Requested	To approve the Business Risk Assessment for 2024-2025 .		

Business Risk Assessment 2024/25 DRAFT

[Risk Matrix: Low (1-2) Medium (3-5) High (6-9)]

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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ASSETS and SERVICES		Likeihood	Impact	Score	Risk Rating	Management/control of Risk	Review/Action	
1a	Security of Town Hall Building	Theft Maintenance Staff Safety Third person use	1	2	2	Low	Building property insured and reviewed annually. Alarm systems with automatic response for Town Hall. Low crime rate in Congleton. Weekly fire alarm checks and annual servicing. Record all incident Third parties sign a contract re liabilities. CCTV installed throughout the building	Weekly checks of property and actions taken to correct maintenance. CCTV Policy checked annually
1b	Security of Town Treasures	Theft, damage	1	3	3	Med	Treasures locked in the safe. Keys held by CO and current Mayor. CCTV installed to view door of safe. Responsible person with treasures at all times if used for ceremonial or public viewing. Town Treasures signed in and out if taken out of the building (date and name of person taking)	Regular checks need by Town Hall Manager /CO
1c	Maintenance of Town Hall, Museum	Not adequate budget for grade 2 building H&S – antisocial behaviour	1	3	3	Med	Ensure budget set for maintenance through Town Hall and Asset Committee and Council. Town Hall Manager to inspect property on regular basis for maintenance issues	Monitor budgets
1d	Town Hall Car parking area	H&S – vehicles and people	1	3	3	Med	Lighting, CCTV and appropriate signage and general maintenance	Regular checks by Town Hall Manager.

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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1e	Paddling Pool	Health and Safety Risk to workers, public and users Theft and damage to pump room and area. Storage of Chemicals	1	3	3	Med	Staff trained and Paddling Pool supervised when open. Detailed Method of Operating Procedures used by staff. COSH Sheets and written procedures in place Detailed lock up procedures. Secure and Improved storage and knowledge of chemicals in place. Insurance and Public Liability in place. Maximum number policy added for busy periods which has been implemented during hot weather since summer 2018. A booking system in place to ensure attendees do not go over maximum capacity.	Check procedures annually, make sure staff training is up to date.
1f	Paddling Pool	Finance: Increase in costs will have an impact in Precept or other areas of the Council	2	2	4	Med	Reviewing operating hours and ability to charge for entry.	
1g	Hillary Avenue Allotments –CTC owns the land	H&S of users Safety of site	1	2	2	Low	Work closely with the Allotment Association who manage the allotments on a day-to-day basis. Regular Site inspection. CTC public liability insurance	Review contract and working arrangement
1h	Cenotaph Memorial Sgt Eardley statue	Vandalism, damage, deterioration	1	2	2	Med	Regular checks of site for vandalism and damage included on our asset register for insurance. Within range of Town CCTV.	Part of Streetscape checks

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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	Treo memorial and Our Elizabeth statue						Annual waxing of statues and a maintenance plan in existence for stone.	
1i	Community Garden	H&S of users	1	2	2	Low	Responsible for the site. Regular checks and any hazards made good. On Town Council insurance. Regular volunteers working on site have signed the volunteer register. Volunteer policy updated 2019.	Part of Streetscape checks
1j	Community Polytunnel	H&S of users Theft/vandal	1	1	1	Low	Regular of inspection of site. Extra checks when used. Nothing of value kept here. CTC insurance	Part of Streetscape checks
1k	Christmas Lights	Theft. Safety of use	1	1	1	Low	Insured through Town Council and stored securely. Use of professional operator to check, service, install and remove lights. Anchor points checked, tested and certified on rotation as best practice	Three-year contract with trained equipped and licenced contractor in place for installation, maintenance and storage. Currently in year three
1l	Streetscape Services - Operations	Health and Safety risk to workers, public and contractors Contract changes	1	3	3	Med	Risk Assessments carried out for all procedures and new pieces of work. Staff trained Consideration over implications of contracts e.g. vehicles with potential contract changes	Streetscape Manager to check risk assessments and training annually.
1m	Events in the Town Hall	Health and Safety risks to workers, volunteers, contractors and public. Risk to Town Council and	1	3	3	Med	Often organised by third parties. Commercial partner assumes responsibility for event. Organisers asked for Risk Assessment and Public Liability. Catering through Commercial Partner. Bar services must be through Town Hall DPS	Maintain existing procedures, and to be reviewed during 2022-23 once future arrangements decided.

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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		Town Hall reputation					SIA door staff used when evening party event involving alcohol. Bookings are not accepted for 18 th birthday parties.	
1n	Town Council led events.	Health and Safety risks to workers, volunteers, contractors and public . Risk to Town Council reputation	1	3	3	Med	Public liability put in place for events All documentation from third parties checked. Volunteer policy updated All major events are sent to CEC Event Safety Advisory Group for clearance. All contractors RAMS checked.	Maintain existing procedures and ensure new staff are trained.
1o	Licences	Financial penalty/liabilities for not having correct licences	1	2	2	Low	All licences stored on H Drive and in filing cabinets PPL and PRS reviewed annually Premises Licence held for Town Hall and Town Centre Small Lotteries Licence renewed annually Marriage/Wedding Licence renewal every three years	Maintain existing procedures
2	Finance and Contracts							
2a	Banking	Failure of Bank	1	3	3	Med	Funds located in 3 separate banks Policies in place in Financial regulations	RFO continual monitoring
2b	Investments	Level of investment	1	1	1	Low	Investment policy in place Investment Policy updated annually	RFO and Council to review annually or potentially sooner if negative interest rates.

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required	
2c	Precept	Precept sum inadequate Late Payment from local authority	1	1	1	Low	Budget and Precept considered by Finance and Policy Committee & Full Council each year. Contingencies in place through reserves.	RFO and Council to review annually
2d	Financial controls and records		2	2	4	Med	RFO to undergo CPD training when available. Financial Regulations reviewed annually. Internal and External audits and regular Finance and Policy Committee Meetings	Maintain existing procedures and provide training to new RFO
2e	Petty Cash	Payments not accounted for	1	1	1	Low	All petty cash payments supported by relevant paperwork. Checked by Internal Audit. Processes in Financial Regulations. Petty cash is verified twice yearly.	Maintain existing procedures
2f	Cash	Loss through theft or dishonesty	1	1	1	Low	Cash reconciled and banked regularly. Unbanked cash locked in office. Fidelity Guarantee Insurance in place via Zurich. . Cash handling policy in place.	Maintain existing procedures
2g	Bank Reconciliations	Inadequate Checks Bank Errors	1	1	1	Low	Bank reconciliations completed monthly and verified by a member of Finance and Policy committee. Checked via Internal Audits and reported to every Finance and Policy Committee	Maintain existing procedures
2h	Budgetary Process	Inadequate budget preparation leading to inability to fulfil obligations	1	2	2	Med	Budget considered by Finance and Policy Committee and Full Council. Income and expenditure considered at every Finance and Policy Committee. Internal and External audits in place and follow financial regulations.	Maintain existing procedures

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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2i	Payments	Goods not supplied but invoiced. Invoices incorrect. Invoices unpaid.	1	2	2	Med	All invoices checked and initialled for accuracy and receipt of goods/services in line with comprehensive financial regulations. List of payments presented to Finance Committee. Clear audit trail of all expenditure and checked via Internal Audit.	Maintain existing procedures
2j	Approval of Expenditure	Unauthorised purchase Fraud	1	2	2	Med	All payment orders authorised by Council as per Financial Regulations. Financial Regulations in place for procedures of purchasing.	Maintaining existing procedures
2k	Cheque Books	Loss of Cheques Fraudulent use	1	3	3	Med	All cheque books are kept locked in the office. Summary list of books are kept and signed when one book finished and new one issued. All cheques double signed by 2/6 of the Council signatories and only when matched to a purchase order No blank cheques signed. To be used in line with Financial Regulations and checked by Internal Audit	Maintaining existing procedures , payments are made by BACS where possible
2K(i)	BACs payments	Payment to wrong supplier	1	1	1	Low	Finance Officer produces bank schedule and emails to 2 signatories and inputs to bank. RFO authorises bank payment whilst also double checking bank details and amounts.	Maintain existing procedures
2l	Credit Card	Loss of Card Fraudulent use	1	1	1	Low	Credit card kept double locked in Council office. Usage set out in the financial regulations. Current credit limit £3000. Financial Regulations followed for all purchases.	Maintaining existing procedures

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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2m	Salaries	Incorrect payments to staff	1	2	2	Low	Use external professional team Mitten Clarke to calculate wages monthly. BACs payments checked and signed by 2/6 signatories. Subject to internal audit. Ensuring sufficient trained staff in place to undertake the task. RFO double checks sheet prior to processing.	Maintaining existing procedures
2n	Annual Return	Not submitted on time Incorrectly completed	1	3	3	Med	RFO aware of date and ensures requirements met. Outside external company identified that could perform task if required. RFO to produce an annual timetable to highlight deadline dates.	Maintaining existing procedures
2o	Streetscape Contract	Reduction of revenue through Service Level Agreement. CEBC or third-party take-over	2	2	4	Med	Keeping standards high. Examination and review of agreed contract 2021. Exploring additional external contracts. Look to align any third-party hire contracts with Service Level Agreement. Review of operating procedures	Review by Chief Officer and Streetscape Manager Record Risk of longer-term contract
2p	Catering / events support for Town Hall	New Commercial Partner appointment April 2022	2	2	4	Med	Weekly operational meeting take place for booking requirements. Monthly Management meetings take place for Financial, Marketing and any issues	Review after initial 12 months Reports back into THAS

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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2q	Town Hall Room Bookings	Linked to 2p – future use of the Town Hall	2	2	4	Med		To be reviewed in line with outcome 2p.
2r	Congleton Information Centre	Staff, customers, financial risk.	1	2	2	Med	Front line staff who take cash – banking procedures in place and safe on site. Doors locked before cashing up takes place. Weekend workers never in the building alone. Cash handling policy in place. Third party ticket sales – contracts in place making clear no liabilities to CTC Financial regs for purchasing goods in advance of sales	Ensure all policies in place and understood by all staff in the CIC Ensure contracts are in place for new ticket suppliers.
2s	New Suppliers	VAT & Bank accounts/Payments fraud	2	2	4	Med	Full checks on all new suppliers takes place including VAT number check, Companies House check, and bank account check. All confirmation required on letterhead paper separate to invoice received.	New supplier form has been introduced which included checklist of online checks required.
3	Legal Liabilities							
3a	Ensuring the Council Acts within its legal powers	Ultra Vires Acts incurring financial liability	1	2	2	Low	Chief Officer and one members of staff CiLCA qualified. Use of manuals, advice from NALC and SLCC.	Maintaining existing procedures At least one other member of staff to take CiLCA qualification
3b	Insurance	Inadequate cover or over insurance increasing costs unnecessarily.	1	3	3	Med	Council covered by Zurich. Review of Policy with company checked annually for relevance and every three years competitively. Insurance approved by	Maintaining existing procedures Update Asset Register annually Review overall valuation of the

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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		Areas not covered. Policy lapsed.					Council. Annual update of asset values and checks of contracts and policies.	Town Hall being the Town Council's key Asset
3c	Compliance with Inland Revenue Requirements	Payments missed. Year-end returns inaccurate or submitted late.	1	3	3	Med	Sage Payroll system calculates wages, pension and NI. Liaison with Cheshire Pension Services. Subject to Internal Audit.	Maintaining existing procedures
3d	Health and Safety of Staff, Visitors and Contractors	Liability incurred if Council found to be at fault	1	3	3	Med	Council has Health and Safety Policy for employees and protect of the public. Separate Risk Assessments in place for all property and activities carried out. £10million Public Liability Insurance. Regular contact with streetscape staff and Lone Workers.	Risk Assessments reviewed by managers at least annually.
3e	Legal Liability as a consequence of Asset ownership	Injury caused through fault with asset or incorrect training in operation.	1	3	3	Med	Buildings and other assets inspected regularly by staff for faults. PAT checks carried out annually or as needed. Appropriate training given.	Under constant review
3f	Computer Records	Reliability of system. Loss of data through system error or theft.	1	3	3	Med	Office 365 now used with replacement server within the Cloud. Contract with Prism to provide IT services within an hour (office hours) Professional anti-virus software and Firewall. Confidential files password protected	Maintaining existing procedures
3g	Paper records	Storage of ancient documents	1	1	1	Low	Where appropriate stored in museum or safe. Reviewing off site storage for documents that need to be kept under document retention policy but not used.	

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required
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		Retaining documents appropriately						
3h	Tendering Process	Procedures not followed for significant contracts. Best value not achieved. Fraud.	1	3	3	Med	Outlined in the Financial Regulations. Tender documents opened in the presence of at least two councillors and Chief Officer.	Maintaining existing procedures
3i	Register of Members Interests	Not maintained in accordance with Code of Practice	1	2	2	Low	Up to date Code of Conduct adopted by Council. Register of Interests filed with CEBC and on CTC web site. Written declarations of interests submitted to the office by councillors.	Maintaining existing procedures
3j	Proper Document Control	Documents unaccounted for. No proof of documents received.	1	1	1	Low	Filing system established and updated. Data Protection Act and GDPR requirements in place. Document retention policy in place. Councillors' mail available for collection	Maintaining existing procedures
3k	GDPR	Failure to safeguard personal information. Misuse of information lead to break of regulations	1	3	3	Med	Firewall and IT security regularly updated. Database audit checked annually. Data protection and privacy policy published. ICO registration checked and paid annually. All data collection sheets state purpose and how stored and used.	Maintain existing procedures

Business Risk Assessment 2024/25 DRAFT

Area	Risks Identified	Likelihood of risk (Score 1 – 3)	Potential Impact (Score 1 – 3)	Score	Risk Rating (Low, Medium, High)	Management/Control of Risk	Review/Action required	
3l	Climate Change Emergency	Failure to reduce carbon impact from services and activities and to meet mitigation measures to meet Climate Change Emergency	2	2	4	Med	Green Working Group for the town council which monitors carbon footprint, and plans to reduce the Carbon Footprint.	Consider Environmental impact on all services and activities.
4	ICT and Cyber Security							
4a	Cyber Security	Examples of Cyber Security are: Theft of sensitive or regulated information, hardware damage and subsequent loss, Malware and viruses.	2	3	6	High	CTC hold an ICT Policy which includes virus controls. ICT service are provided by a local company, who back up/scan and monitor our ICT system daily/weekly. The account packages are back up daily and once weekly saved to a separate area. Staff and Councillor Training made available.	All the Councils PC's, Laptops and files are protected by out ICT providers. PC's and servers are backed up by the ICT provider on a daily basis. Keep ICT Policy updated Officers to arrange for staff to attend training and awareness courses.

CONGLETON TOWN COUNCIL

COMMITTEE REPORTS AND UPDATES

COMMITTEE:	Council		
MEETING DATE AND TIME	4 th April 2024 7.00 pm	LOCATION	Congleton Town Hall
REPORT FROM	David McGifford (Chief Officer)		
AGENDA ITEM REPORT TITLE	8. Commercial Partner		
Background	<p>Recently both Cllr Firkin and myself met with a small quantity of business that had been forced to close down as a result of the issues at Capital Walk. Whilst we could not get involved in or provide any guidance on legal matters we said we would try and help in anyway way we can. Mark Bailey, our commercial partner, (Marks Events) was at that meeting and as a result, he has held discussions with one of the affected businesses who had a food outlet in Capital Walk.</p> <p>The basis of their discussion progressed to them working with Mark and potentially having some cuisine nights in Blueys which as we know is not fully utilised in the daytime and evenings. If successful this may help them re-establish their business whilst any monies Mark receives will enable him to generate more money towards his annual rent to the council. In principle, Mark would be sub-letting the space, whilst remaining responsible for the activity that takes place in Blueys and the kitchen areas.</p> <p>Personally, given the situation, I feel it is a good idea to progress this proposal however we need to ensure all relevant insurances are in place. Having sought guidance from our Insurance company I have received this response which has been passed on to Mark Bailey to ensure the conditions contained within the response are dealt with</p> <p><i>“This does seem to becoming more common.</i></p> <p><i>Basically in instances like this, the recommendation would be that you are given a copy of the Public Liability of anyone doing this. This gives you (or us if needed) the possibility of pursuing a claim more easily if they have been negligent.</i></p> <p><i>The potential issue would also be concerning any cooking appliances. If purely using yours in the kitchen, then no problem, but what controls would there be over them bringing their own which you have no way of checking is safe?”</i></p> <p>On reviewing the current lease we have with Marks Events it states that our Commercial Partner <u>cannot sub-let his space</u> which in this instance is Blueys, however, I feel that this proposal is a positive way to support a business that has, and is, going through a challenging time and I would suggest that given the clear direction provided by our insurers there is minimal risk to the Council. As this is a new venture for both parties I feel there needs to be a period when this arrangement is reviewed before any amendments to our contract with Marks Events.</p>		

	<p>The prospect of Blueys becoming a flexible dining hub has some appeal and the principle of kitchen sharing is becoming quite common which our insurer also commented upon. Please note as a condition Mark Bailey / Marks Events will be in attendance on the days when Blueys is being sub-let.</p> <p>The hirer of Blueys will be made aware of existing and future bookings of the Town hall where it is not feasible that Blueys can operate due to the kitchen being utilised for larger events within the Town Hall.</p>
<p>Considerations</p> <p>Finance</p>	<p>Beneficial to our Commercial Partner will be receiving an agreed income through this arrangement which will support him in paying his rental to the Town Council.</p> <p>There will most likely be an increase in service charges which will automatically be passed through to Marks Events as the area has its own meters.</p>
<p>Environmental</p>	<p>If there is an increase in the service charges that will generate an increase in the carbon footprint. Note that it was originally expected that Blueys would be open in the daytime and some evenings as a café / bar</p>
<p>Equality</p>	<p>The proposed changes will create no restrictions on entry as the area is DDA compliant.</p>
<p>Proposal</p>	<p>That the Council approve the trial of an initial 3 month sub-let of Blueys</p>

CONGLETON TOWN COUNCIL

COMMITTEE REPORTS AND UPDATES

COMMITTEE:	Council		
MEETING DATE AND TIME	4 th April 2024 7.00 pm	LOCATION	Congleton Town Hall
REPORT FROM	Jackie MacArthur (Marketing and Communities Manager and Deputy Chief Officer)		
AGENDA ITEM REPORT TITLE	9 Web Development		
Background	<p>Congleton Town Council is working towards appointing a company to redevelop its website. Due to the potential cost of the contract and in line with our financial regulations as well as advertising locally, we also needed to advertise the offer on the Government's contract finder website.</p> <p>The contract offer was placed on the Government website, and due to our current financial regulations, all the bids were delivered in sealed envelopes. We received 29 sealed envelopes – which resulted in 28 complete bids (envelope 18 contained financial information for envelope 10.)</p> <p>The RFO has run a due diligence check over the companies who submitted a bid using information freely available from Companies House. This has resulted in 16 bids being flagged with some concerns or not meeting our brief for the type of company we are looking to work with.</p> <p>From the remaining 12 bids there are six green and six amber. The amber companies have one element missing, such as being in existence for 4 years not 5, but the RFO is satisfied that everything else is in order according to the Public records on Companies House.</p> <p>The web development working group is currently assessing the bids – many of which are substantial documents, against the criteria with the aim of meeting and shortlisting on 17 April. It is anticipated that after this selection there may be a need to hold meetings with 1-3 companies before recommending an appointment.</p> <p>The next Council meeting is the Annual Town Council meeting where the only business discussed is usually the appointments of roles and committees. The next scheduled Council meeting is the 13 June 2024.</p> <p>In order to progress with this project I would like Council to approve delegated powers to the Website Development Working Group in conjunction with the Chief Officer to appoint a suitable Website developer using the criteria given and within the budget allocated.</p> <p>I would also ask that the Council approve the spend of up to £30,151 from the Website EMR [331], to cover the expenditure of the new Website Development project and the RFO can move the funds from the EMP to revenue budget line 102-4035 (Council Website).</p>		

Further details	Membership of the website working group was established at Council on 12 October 2023. It consists of Cllr Kay Wesley, Cllr David Brown, Cllr Mark Edwardson and officers Jackie MacArthur, Cathy Dean, Debbie Coxon and Paolo Pinto. We can add to this group if the Council would like greater representation.
Financial Implications	An earmarked reserve of £30k has been created for this project and we will make sure that the project is delivered within the budget.
Environmental Implications	Having a well-organised and structured website will help local people to find the information they require without the need for as much paper.
Diversity and Inclusion Implications	Ensuring that the new version of the Congleton Town Council website is accessible and W3C compliant is a key objective of updating the website.
Decision Requested	<ol style="list-style-type: none"> 1. To give delegated authority to the Congleton Web Development Working Group with support from the Chief Officer to appoint a company to develop version 4 of the town council website. The chosen company will be from those who have submitted a bid, within the Ear Marked Reserve budget and using the criteria as approved in the bid document. 2. To authorise the Deputy Chief Officer to notify the 16 companies least able to meet our specifications that they have not been successful. 3. Request for Council to approve the spend of up to £30,151 from the Website EMR [331], to cover the expenditure of the new Website Development project, funds to be transferred to revenue budget line 102-4035 (Council Website).

CONGLETON TOWN COUNCIL

COMMITTEE REPORTS AND UPDATES

COMMITTEE:	Council		
MEETING DATE AND TIME	4 th April 2024 7.00 pm	LOCATION	Congleton Town Hall
REPORT FROM	David McGifford (Chief Officer)		
AGENDA ITEM REPORT TITLE	10 Meeting Calendar 2024-25		
Background	<p>Appendix 1 is the proposed meeting calendar for the civic year 2024/25. This could be subject to change following the informal meeting of the council leading to Mayor Making during the month of May 2024 when committees of the council are agreed.</p> <p>Historically change does not generally happen once the council has been established</p>		
Decision Requested	To approve the proposed meeting calendar for 2024-2025.		

Appendix 10.1

Meeting Calendar 2024-25

All Thursdays Except *	Meeting	Notes
02-May-24		
07-May-24 *	Informal meeting	Informal meeting to agree Mayor Deputy, Chairs etc -
08-May-24*	Informal meeting R	
09-May-24	Annual Town Meeting	
16-May-24	Mayor Making	
23-May-24	R	
30-May-24	Planning	
06-Jun-24	F&P	
13-Jun-24	Council	
20-Jun-24	THAS	
27-Jun-24	Community	
04-Jul-24	Planning	
11-Jul-24	ENV	
18-Jul-24	R	
25-Jul-24	R	
01-Aug-24	R	
08-Aug-24	Planning	
15-Aug-24	R	
22-Aug-24	R	
29-Aug-24	Community	
05-Sep-24	THAS	
12-Sep-24	Planning	
19-Sep-24	Finance	
26-Sep-24	ENV	
03-Oct-24	Council	
10-Oct-24	Planning	
17-Oct-24	R	
24-Oct-24	R	
31-Oct-24	THAS	
07-Nov-24	Planning	
14-Nov-24	Finance	
21-Nov-24	Community	
28-Nov-24	ENV	
05-Dec-24	Planning	
12-Dec-24	Council	
19-Dec-24	R	
26-Dec-24	R	
02-Jan-25	R	
09-Jan-25	R	
16-Jan-25	Planning	
23-Jan-25	THAS	
30-Jan-25	Community	
06-Feb-25	ENV	
13-Feb-25	Finance	
20-Feb-25	Planning	
27-Feb-25	Council	
06-Mar-25	R	

13-Mar-25	R	
20-Mar-25	Planning	
27-Mar-25	Finance	
03-Apr-25	ENV	
10-Apr-25	THAS	
17-Apr-25	Community	
24-Apr-25	Planning	
01-May-25	Council	
06-May 25*	Informal meeting	Informal meeting to agree Mayor Deputy, Chairs etc -
07-May 25*	Informal meeting	For the above if required
08-May-25	R	
15-May-25	R	
22-May-25	Mayor Making	
29-May-25	Planning	