

WEST SWINDON PARISH COUNCIL

03 August 2017

Dear Councillor

You are invited to attend a meeting of the
FINANCE & STAFFING COMMITTEE to be held on
MONDAY 14 AUGUST 2017 AT WEST SWINDON LIBRARY,
7.00 pm.



Joyce Holman
Parish Clerk

AGENDA

Public Questions, Comments or Representations (**maximum of 10 minutes**)

1. **Apologies**
2. **Declarations of Interest & Applications for Dispensation**
To receive any Declarations of Interest required by the Code of Conduct adopted by the Parish Council on 18 May 2017.
3. **Parish Council Company Credit Card Update**
Parish Manager to give a verbal update. To agree a Recommendation to amend the Financial Regulations (report attached).
4. **Parish Office Update**
To receive a verbal update on the West Swindon Parish Office from Parish Manager. To consider agreement to the Service Level Agreement and draft License between the Library and the West Swindon Parish (copies attached).
5. **Bank Statement and Payments Schedule**
To review the West Swindon Borough Council bank statement and approve payments schedule for August 2017 (copy attached).

Members of Committee

Cllr Steph Exell
Cllr Suresh Gattapur
Cllr Nigel Gibbons (Chair)
Cllr Vinay Kumar
Cllr John Lenton
Cllr Nick Martin (Vice Chair)
Cllr Mary Martin
Cllr Peter Stoddart
Cllr Tim Swinyard

Members are reminded that the Council has a general duty to consider the following matters in the exercise of any of its functions: Equal Opportunities (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation), Crime and Disorder, Health & Safety and Human Rights.

WEST SWINDON PARISH COUNCIL

Minutes of the
FINANCE & STAFFING COMMITTEE
on **MONDAY 17 July 2017** at **7.00pm** at **WEST SWINDON LIBRARY**

Present:

Cllr Steph Exell
Cllr Nigel Gibbons (Chair)
Cllr Vinay Kumar
Cllr John Lenton
Cllr Mary Martin
Cllr Nick Martin (Vice Chair)
Cllr Tim Swinyard

Officers:

Paula Harrison (Parish Manager)

Public: None

Public Session: No Questions or Comments

Meeting opened 7.03 pm.

78. Apologies

Cllr Suresh Gattapur
Cllr Peter Stoddart

79. Declarations of Interest and Applications for Dispensation

None.

80. Bank Account

The Parish Manager gave a verbal update indicating that the Parish's bank account with Barclays Bank was now set up. Signatories Cllr Nigel Gibbons, Chair and Cllr Nick Martin Vice Chair have access via an online pinsentry device. The Parish Manager highlighted that the precept and transitions funds for the Parish had been requested to transfer. A cheque book and paying book have been provided. The Parish Manager indicated that the online banking account allowed the Parish to make payments online, but it did not enable an online purchase. Advice from Barclays Bank is for the Parish to take out a company credit card for online purchases as the protection against fraud is greater than through a debit card arrangement

RESOLVED that the Parish Manager and the Chair liaise with Barclays Bank and review the West Swindon Parish Financial Regulations with a recommendation to a future meeting.

81. Internal Audit

The Parish Manager submitted a report outlining the timing of a visit from the internal Auditor, Tim Light, in mid August to enable transactions to have been registered for audit. A copy of the report appears as **Appendix A** in the Minute Book.

82. Parish Councillor Training

The Parish Manager submitted a report a copy of which appears as **Appendix B** in the Minute Book. The report set out options for a training session from the Wiltshire Association of Local Councils to outline the role and functions of a parish council. Councillors agreed that a training session planned for up to 10 councillors would be suitable.

RESOLVED that the Parish Manager confirm a date and time for a parish training Session from the Wiltshire Association of Local Councils at the cost of £250.00. plus VAT and mileage from Devizes, funded from the Administration – Training & Conferences budget.

83. Accountancy Software Update

The Parish Manager submitted a report, a copy of which appears as **Appendix C** in the Minute Book, outlining options for accountancy software. The Parish Manager reported that she had attended a demonstration of Sage One and then with a number of West Swindon Parish Councillors had attended a demonstration of Rialto. The Council could also continue to use Microsoft Exell as a third option. RBS is an option recommended by Haydon Wick Parish Council and used by other local Parish Councils. The benefit of RBS is the option of working with a local supplier to set up the accounts specific to the West Swindon Parish Council

RECOMMENDED that the purchase of the RBS Software to Full Council at £3076.80 funded from the *Administration – Computer Costs* budget is approved.

RESOLVED that the Parish Manager to liaise with RBS Software to purchase the set up, installation, licence and training as per the Payments Schedule for July 2017.

84. Parish Office Update

The Parish Manager introduced a report, a copy of which appears as **Appendix D** in the Minute Book, outlining costs for the adjustment works within the West Swindon library to accommodate a Parish Office. Councillors agreed that low cost signage would be sufficient. Councillors agreed that personal safety and security was important and would need to be considered within the works schedule.

Councillors reviewed the draft Service Level Agreement proposed by the Library Service.

RECOMMENDED that the funding of the adjustment works to the Parish Office to Full Council at an estimated £2382.00 and delegation to the Chair and Parish Manager to agree small additions to those works up to £1,000, funded from *Administration – General Administration* budget.

RESOLVED that

- a) The Parish Manager and Chair to have delegated powers to purchase miscellaneous office items (including an office safe) up to £1,000 in line with the West Swindon Parish Financial Regulations, funded from the *Administration – Office Administration* budget.
- b) The Library Service be requested to replace the Service Level Agreement (SLA) with a separate Licence or Lease for the formal rental of the office/kitchen with an SLA for the use of the shared facilities.
- c) That subject to b) the SLA wording be amended to allow use of the library for meetings and discussions as required by the Parish during extended opening hours and not limited in number.
- d) That the purchase of a laptop and software at £526 as per the Payments Schedule for July 2017, subject to checks that the capacity proposed is a suitable operating system for the RBS software agreed in Minute 83 be approved from the *Administration – Computer Hardware* budget.
- e) That the purchase of Anti Virus Software is approved from the *Administration – Computer Software* budget and installed prior to any other installation or use.

85. Payments Schedule

A copy of which appears as **Appendix E** in the Minute Book.

RECOMMENDED that payment of the subscription to WALC and NALC to Full Council at £2940 as per the Payment Schedule for July 2017 is approved, funded from the *General Administration – Subscriptions* budget.

RESOLVED that the remainder of payments proposed on the Payment Schedule for July 2017 are agreed.

Meeting closed 7.58 pm.

Signed:
Chair, West Swindon Parish Council

Date:

WEST SWINDON PARISH COUNCIL

FINANCE & STAFFING COMMITTEE

Parish Council Company Credit Card

1. Introduction

At the Finance and Staffing Committee on 17 July 2017, an application for a company credit card was discussed. Subsequently, the Parish Manager has applied for a company credit card through Barclays Bank to enable the West Swindon Parish Council make purchases online or instore (subject to the appropriate approvals). To ensure the correct use of the credit card, it is advisable to amend the West Swindon Parish Council Financial Regulations as adopted on 18 May 2017.

2. Report Details

- 2.1** In order to secure correct use of a company credit card, the following is proposed for addition to the Financial Regulations, under *Section 6. Instructions for the Making of Payments*

6.o. Any corporate credit card opened by the Council will be specifically restricted to use by the Parish Manager and/or Clerk/RFO and will also be restricted to a single transaction maximum value of £1000.

6.p. Transactions and purchases made using the corporate credit card will be reported to the council and shall be subject to automatic payment in full at each month-end

3. Recommendations

- 3.1** That the Finance and Staffing Committee make a recommendation to Full Council to amend the Financial Regulations adopted on 18 May 2017 as set out in 2.1 above.

DATED

2017

**SWINDON BOROUGH COUNCIL
AND
THE PARISH COUNCIL OF
WEST SWINDON**

LICENCE TO OCCUPY

part of

West Swindon Library

Link Centre

Whitehill Way

Swindon

SN5 7DL

THIS LICENCE is dated

2017

PARTIES

- (1) **SWINDON BOROUGH COUNCIL** of Civic Offices, Euclid Street, Swindon SN1 2JH (“the Borough”)
- (2) **THE PARISH COUNCIL OF WEST SWINDON** of c/o Swindon Borough Council, Civic Offices, Euclid Street, Swindon SN1 2JH (“the Parish”)

AGREED TERMS

1 DEFINITIONS

The following definitions apply to this Licence:

Building:	All that land and buildings known as the West Swindon Library, Link Centre, Whitehill Way, Swindon, SN5 7DL or such reduced or extended area as the Borough may from time to time designate as comprising the Building;
Common Parts:	All parts of the Building provided for the common use of more than one of the tenants or occupiers of the Building and their visitors including without limitation any of the following which fall within this definition: pedestrian accesses, passages, stairways, staff toilets, staff kitchen facilities fire escapes, storage areas, refuse collection and disposal areas excluding the main library area;
Licence Period:	The period from 1 September 2017 until the date on which this Licence is terminated in accordance with clause 11;
Occupation Fee:	The fee payable by the Parish to the Borough in accordance with clause 3;
Permitted Use:	Parish Council offices and Parish Meetings only;
Premises:	Offices within the Building as shown edged red on the attached plan being part of the West Swindon Library, Link Centre, Whitehill Way, Swindon, SN5 7DL

2 OCCUPATION BY THE PARISH

- 2.1 The Borough permits the Parish to occupy the Premises during the Licence Period for the Permitted Use.
- 2.2 The Parish acknowledges that:

- 2.2.1 the Parish shall occupy the Premises as a bare licensee and that no relationship of landlord and tenant is created by this agreement;
- 2.2.2 the Borough retains control, possession and management of the Premises;
- 2.2.3 the licence to occupy granted by this agreement is personal to the Parish and is not assignable and the rights given in clause 10 may only be exercised by the Parish and their employees but not further or otherwise.

3 OCCUPATION FEE

The Parish will pay to the Borough a fee of £9,000 (nine thousand pounds) per annum payable quarterly in advance and proportionately for any period of less than a year.

4 OUTGOINGS

- 4.1 The Borough shall pay all charges in respect of water, electricity, and gas and other services used or consumed at the Premises.
- 4.2 The Borough shall ensure the Premises are supplied by the services referred to in clause 4.1 if and to the extent required for the Permitted Use.
- 4.3 The Borough shall be responsible for the payment of business rates payable in respect of the Premises.

5 REPAIRS

- 5.1 The Parish agrees to keep the internal non-structural parts of the Premises in a state of good repair and condition throughout the Licence Period.
- 5.2 The Borough will keep any Common Parts used by the Parish in good repair and condition.

6 INSURANCE

- 6.1 The Borough will ensure that there is insurance cover for the Building for the full reinstatement cost for the duration of this Licence

7 ALTERATIONS

- 7.1 The Parish will not carry out any alterations to the Premises save as permitted by the remainder of this clause 7.
- 7.2 Without prejudice to clause 7.1 the Parish may carry out internal non-structural alterations with prior written agreement from the Borough, which may not be unreasonably withheld or delayed where such alterations are necessary to enable the Parish to perform its functions.
- 7.3 Without prejudice to clause 7.1 the Parish may carry out alterations with prior written agreement from the Borough provided that the Parish uses a contractor approved by the Borough.

8 USE OF THE PREMISES

The Parish agrees and undertakes:

- 8.1 Not to use the property other than for the Permitted Use;
- 8.2 To comply with the reasonable rules and regulations of the Borough, of which it has written notice, in respect of its use of the Premises and the Common Parts;
- 8.3 To comply with all covenants, restrictions, stipulations and other title matters affecting the Boroughs interest in the Premises and the Common Parts;
- 8.4 To keep the Premises clean, tidy and clear of rubbish;
- 8.5 Not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- 8.6 Not to display any signage, aerial, mast or advertisement at the Premises or elsewhere in the Building other than those approved by the Borough in advance (acting reasonably) including the size and position
- 8.7 Not to do or permit to be done on the Premises or Common Parts anything which is illegal or which may become a nuisance, annoyance, inconvenience or disturbance to the Borough or any tenants or occupiers of the Building or neighbouring property;
- 8.8 Not to apply for planning permission in respect of the Premises without the Boroughs prior written consent;
- 8.9 To comply with all laws affecting the Premises and the Building and to comply with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises; and
- 8.10 At the end of the Licence Period:
 - 8.10.1 To leave the Premises in a clean and tidy condition and otherwise to yield up to the Borough the Premises in such repair and condition as complies with the Parish's obligations under this Licence;
 - 8.10.2 To remove the Parish's furniture, equipment and goods from the Premises;
 - 8.10.3 To reinstate all alterations carried out by the Parish during the Licence Period to the Boroughs reasonable satisfaction; and
 - 8.10.4 To ensure all keys and security access passes for the Premises and the Building are returned to the Borough.

9 STATUTORY REQUIREMENTS

The Parish will observe and perform all requirements of all statutes, building regulations or bye-laws in respect of the Premises or in respect of its use and will not do anything that will or might constitute a breach of any permissions or consents affecting the Premises.

10 USE OF SHARED FACILITIES

The Parish is entitled to share use of the Common Parts and the Borough will make available to the Parish such Common Parts as are reasonably necessary for the Parishes use and occupation of the Premises.

11 TERMINATION

This Licence will terminate should either party give the other party no less than 1 month notice of its intention to vacate the Premises

Signed on behalf of the Borough by:

.....

Signed on behalf of the Parish by:

.....

Service Level Agreement
Swindon Library & Information Service and
West Swindon Parish Council

1. Service Level Agreement

- 1.1 This document forms the Service Level Agreement between Swindon Library & Information Service (hereafter referred to as the Library Service) and West Swindon Parish Council (hereafter referred to as the Parish Council) for the provision of a Parish Office and access to amenities at West Swindon Library.
- 1.2 This document will provide the foundation for the negotiation of any changes required and will serve as a record of any amendments agreed at review meetings.
- 1.3 The SLA is complementary to the *Licence to Occupy* and form the basis for the agreement between the Library Service and the Parish Council.

2. Use of the Library Space

- 2.1 Space occupied by the Parish Council Office and conditions of use is contained in the *Licence to Occupy*
- 2.2 The Library currently does not have separate meeting rooms so access to the main library area is granted for the Parish Council to hold meetings. However, given the open forum of such meetings the Parish Council must be mindful of disturbing other customers using the library facilities.
- 2.3 To lessen the impact on library users there will be a limit of up to 4 parish meetings per month in the public library area. Any additional meetings or discussions must be agreed with the **Library Service Delivery Manager** with at least two weeks advance notice.
- 2.4 After all meetings the Parish Council will ensure that the library space is returned to its original condition and kept clean and tidy for use by other users

3. Parish Council

- 3.1 The Parish Council will be responsible for the provision of any relevant directional and identifying parish signage such as door/wall signs and window banners. All signage must be by the agreement beforehand with the **Library Service Delivery Manager** or **Library Head of Service**
- 3.2 With the introduction of extended access all Parish Councillors and Officers will need to be library members in order to access the building outside of staffed hours. As such, Parish Councillors and Officers will be subject to the same rules, regulations, and terms & conditions as other library members

4. **Communication**

- 4.1 Minor operational issues should be dealt with onsite between the Parish Council staff and Library Supervisor. More complex issues should be referred to the **Parish Clerk** and Library **Service Delivery Manager**.
- 4.2 The **Parish Clerk** and Library **Service Delivery Manager** will meet every 3 months to discuss general progress, new developments or the progress of other issues raised during the previous quarter.
- 4.3 Complaints from either party will be dealt with in the first instance by the **Parish Clerk** and Library **Service Delivery Manager**. A record should be kept of any issues raised and the agreed outcome. The issues log will be reviewed as part of the review process.

If an issue cannot be resolved immediately or where the proposed resolution has wider consequences the issue will be escalated to the **Head of Service** for Libraries and (**XXX Parish Council**) for discussion.

5. **Contacts**

Until notified otherwise, the nominated officers for this agreement will be:

Swindon Library Service:

Name: Leon Bolton – Service Delivery Manager

Address: Central Library, Regent Circus, Swindon SN1 1QG

Email: lbolton@swindon.gov.uk

Telephone:

West Swindon Parish Council:

Name:

Address:

Email:

Telephone:

DRAFT

WEST SWINDON PARISH COUNCIL

FINANCE & STAFFING COMMITTEE

Agenda Item 5

14.08.2017

SCHEDULE OF PAYMENTS

August 2017 Payments				
Payee	ITEM	VAT	TOTAL	Comments
Councillor quarterly allowances 18.05 – 18.08	£91.25 per quarter for each Councillor. £182.50 for the Chair per quarter.		£638.75	Quarterly payments 1
TOTAL EXPENDITURE FOR AUGUST 2017				

