

(1)
South Cambridgeshire District Council

- and -

(2)
Oakington Parish Council

**Grant funding agreement: Allocation of the Net
Zero Villages Grant Scheme to – Oakington
Parish Council**

GRANT FUNDING AGREEMENT DATED

BETWEEN

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL, South Cambridgeshire Hall, Cambourne Business Park CB23 6EA (the '**Council**')

AND

Oakington Parish Council, (the '**Recipient**')

WHEREBY IT IS AGREED AS FOLLOWS:

1. Definitions

'Contract Period' means the period during which this Agreement continues in force in accordance with clause 2.3;

'Grant' has the meaning given to that word in clause 3.1;

'Law' includes, in addition to the Subsidy Control Rules, any:

- (a) act of parliament/statute or Subordinate Legislation;
- (b) assimilated EU law as defined by section 5 of the Retained EU Law (Revocation and Reform) Act 2023;
- (c) judgment of a competent court of law which is a binding precedent in England; or
- (d) statutory or non-statutory guidance, code of practice, rule, determination or direction, policy or other requirement made or issued by any government department or other central government body, local authority, regulatory body or other authority or body (as in each case amended, updated or replaced from time to time),

which is binding on a Party and relevant to any right, obligation or liability of the Party under this Agreement or the performance of this Agreement.

'Minimal Financial Assistance' or **'MFA'** means a Subsidy which qualifies for exemption from the Subsidy Control Requirements (with the exception of the transparency requirements under Chapter 3 of the Act for MFA Subsidies over £100,000) under section 36 of the SCA;

'MFA Declaration' means a declaration given by the Recipient to the Council in the form shown in Schedule 7;

'Notification of Award of Minimal Financial Assistance' means a Notification given by the Council to the Recipient under section 37(2) of the SCA in the form set out in Schedule 6;

'Party' means the Recipient or the Council and **'Parties'** means both of them;

'Programme' has the meaning given to that word in clause 2.1;

'Relevant Body' means the Competition Appeal Tribunal and any other court, tribunal, independent body, or regulatory authority of competent jurisdiction which may from time to time have responsibility for the interpretation or enforcement of the Subsidy Control Rules;

'SCA' means the Subsidy Control Act 2022;

'Subordinate Legislation' means all subordinate legislation within the meaning of clause 21(1) of the Interpretation Act 1978;

'Subsidy' means a financial benefit which meets the definition of 'subsidy' in section 2 of the SCA;

'Subsidy Control Guidance'; means:

- (a) the statutory guidance issued by the Department of Trade & Business in December 2023 under section 79(1) of the SCA entitled "Statutory Guidance for the UK Subsidy Control Regime" as revised or replaced from time to time in accordance with section 79(4) of the SCA;
- (b) guidance issued from time to time by the Subsidy Advice Unit within the Competition and Markets Authority to public authorities on how to comply with the subsidy control regime;

'Subsidy Control Requirements' means the requirements that apply to the giving of Subsidies contained in Part 2 of the SCA;

'Subsidy Control Rules' means

- (a) the SCA;
- (b) all Subordinate Legislation made under the SCA from time to time; and
- (c) all Subsidy Control Guidance.

'Unlawful Subsidy' means Subsidy which has been granted, or any time is, in contravention of the Subsidy Control Rules;

2. Grant Funding

- 2.1 The Council has agreed to provide grant funding towards the delivery of the Recipient's work to support the Net Zero Villages Grant Scheme (the 'Programme') as set out in schedule 1.
- 2.2 This Agreement sets out the terms of the Council's Grant funding and the funding conditions that must be satisfied by the Recipient in exchange for the Grant.
- 2.3 This Agreement shall commence with effect from the date of signature of this Agreement by both Parties and shall continue until the Programme end date of 28th February 2026 unless terminated earlier in accordance with clauses 4 or 5. Any works completed or invoices received after this date will, in all likelihood, not be paid.

3. Timing of Grant Payment

- 3.1 The Grant means the sum of money payable by the Council in consideration of the fulfilment by the Recipient of its obligations stated in this Agreement. The Grant shall be a sum of up to £20,395.
- 3.2 The Grant will be payable following receipt from the Recipient of a duly signed and dated MFA Declaration Form which is satisfactory to the Council in accordance with clause 10.2.2 and the signed Agreement. The grant will be paid directly into the Recipient's bank account on receipt of a correctly completed and signed BACS form (set out in Schedule 2) together with an invoice as a payment request, unless otherwise agreed by the Council.
- 3.3 The Grant shall be used exclusively for the purposes of the delivery of the Programme by the end date of 28th February 2026.

4. Cancellation

- 4.1 Subject to clause 4.2, it is acknowledged by the Council that the Recipient cannot be held responsible for the cancellation or delay of the Programme due to unforeseeable

reasons beyond its control, including but not limited to natural catastrophes, acts of terrorism, acts of God etc.

4.2 If the Recipient cancels the Programme or fails to deliver a substantial part of the Programme by 28th February 2026, it shall promptly repay on demand the Grant to the Council (unless otherwise agreed in writing by the Council).

5. Termination

5.1 The Council may terminate this Agreement with immediate effect if:

- (a) the Recipient becomes bankrupt, insolvent goes into administration or has a receiving order made against it;
- (b) the Recipient commits or attempts to commit any illegal offence or act;
- (c) the Recipient commits or attempts to commit any act of bribery or corruption;
- (d) the Recipient commits or attempts to commit any financial misconduct or tax avoidance or evasion;
- (e) the Recipient fails to comply with any law on health and safety;
- (f) the Recipient fails to comply with the requirements of the Equality Act 2010;
- (g) the Recipient fails to adhere to all applicable Law and best practice guidance on safeguarding under the Safeguarding and Vulnerable Groups Act 2006;
- (h) the Recipient fails to comply with its obligations under the Data Protection Act 2018 or the UK General Data protection Regulation;
- (i) the Recipient has any legal or regulatory action brought against it for any of the matters listed in sub-clauses 5.1 (a) to (h) above;
- (j) the Recipient uses the Grant or any part of it for purposes other than for proper expenses in the delivery of the Programme;
- (k) the Recipient has supplied inaccurate or misleading information concerning the Programme;
- (l) any representation or warranty made by the Recipient under clause 9 (Subsidy Control) is not materially true, complete and accurate at the time that the Recipient enters into this Agreement or ceases to be materially true, complete and accurate after the Recipient's entry into this Agreement;
- (m) The Council is ordered or otherwise lawfully required by a Relevant Body to recover the Grant in full or in part from the Recipient by reason of a breach by the Recipient of the Subsidy Control Rules; or
- (n) The recovery of the Grant in full or in part from the Recipient is in the reasonable opinion of the Council required under or by virtue of the Subsidy Control Rules.

5.2 Without prejudice to the generality of clause 5.1 above, the Council may terminate this Agreement if the Recipient is in breach of any of the terms of this Agreement and fails to remedy the breach within five working days of receiving notice to do so.

5.3 If this Agreement is terminated for any of the reasons set out sub-clauses (a) to (n) of clause 5.1 or clause 5.2, the Recipient shall promptly repay on demand the Grant to the Council.

5.4 In the event that the Recipient's application for the Grant is later deemed to be incorrect or fraudulent, action will be taken to recover the Grant in full.

6. Programme Detail

6.1 Oakington Pavillion Solar PV project at Unit 1 Queens Way, Oakington, CB24 3AW

6.2 The Recipient shall acknowledge the support of the Council and the Cambridgeshire

and Peterborough Combined Authority (the 'CPCA') in all promotional materials relevant to the Programme and at relevant Programme related events.

6.3 The Recipient shall keep separate, accurate and up-to-date accounting records of the receipt and expenditure relating to the use of the Grant and the carrying out of the Programme and provide evidence of such expenditure and share information relating to the impacts of the Programme to the Council on a monthly basis, using the progress monitoring report template in Schedule 3. A final report must be submitted within two the completion of the Programme.

6.4 The Recipient acknowledges that by accepting it meets the Net Zero Villages Grant Criteria and Guidance set out in Schedule 5.

7. Guarantees and Liabilities

7.1 The Council's accepts no liability for any consequences, whether direct or indirect, that may come about from the Programme, the use of the Grant or from the withdrawal of the Grant.

7.2 The Recipient shall take out and maintain with a reputable insurance company a policy or policies providing an adequate level of cover on appropriate terms in respect of all risks which may be incurred by the Recipient arising out of its obligations under this Agreement and the Programme.

7.3 The Council's liability under this Agreement is limited to the payment of the Grant. The limitation on the Council's liability set out in this clause 7.3 shall not apply to liabilities relating to fraud, death or personal injury.

8 Payment and Publicity

8.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council and the CPCA as the source of the funding.

8.2 The Recipient shall acknowledge the support of the Council and the CPCA in any materials that refer to the Programme and in any written or spoken public presentations about the Programme. Such acknowledgements shall include the names and logos of the Council and the CPCA. These logos must be displayed prominently on the Recipient's website, publicity materials, Annual Report, banners, social media, and other relevant documents where the Programme is mentioned.

9. Subsidy Control

9.1 The Council considers:

9.1.1 that the Grant constitutes a Subsidy subject to the Subsidy Control Rules; and

9.1.2 relying on information provided by the Recipient as to its eligibility to receive the Grant as MFA, that the award of the Grant as MFA is in accordance with section 36 of the SCA and compliant with the Subsidy Control Rules.

9.2 The Recipient acknowledges that The Council has provided the Recipient with a Minimal Financial Assistance Notification in the form set out in Schedule 6 which states that the award of the Grant is conditional (among other things) upon the Recipient providing the Council with a duly completed MFA Declaration ('MFA Declaration') in the form set out in Schedule 7.

9.3 The Council accordingly awards the Grant to the Recipient as MFA on the basis that:

9.3.1 the Subsidy Control Requirements (with the exception of the transparency requirements under Chapter 3 of the SCA for MFA Subsidies over £100,000) do not

- apply to the Grant by virtue of Section 36 of the SCA;
- 9.3.2 the Grant is conditional upon the receipt by the Council from the Recipient of a duly completed MFA Declaration in a form which is satisfactory to the Council, and subject to the conditions set out in paragraphs 1 to 9 (inclusive) of the MFA Declaration; and
- 9.3.3 The Recipient acknowledges and accepts the conditions set out in paragraphs 1 to 9 (inclusive) of the MFA Declaration and confirms that it has complied with the condition set out in clause 9.3.2 by submitting a duly completed MFA Declaration to the Council prior to the entry of the Council and the Recipient into this Agreement.
- 9.4 Following receipt of a duly completed MFA Declaration in a form which is satisfactory to the Council in satisfaction of the condition set out in clause 9.3.2, the Council shall complete and date this Agreement, pay the Grant to the Recipient and provide the Recipient with a Minimal Financial Assistance Confirmation document in accordance with clause 37(5) of the SCA confirming:
- 9.4.1 the grant has been given as a Subsidy by way of MFA;
- 9.4.2 the date on which it is given; and
- 9.4.3 the gross value of the assistance.
- 9.5 The Recipient warrants and confirms that:
- 9.5.1 The information confirming the Recipient's eligibility under the Subsidy Control Rules to receive the Grant as MFA contained in the completed MFA Declaration submitted to the Council in accordance with clause 9.4; and
- 9.5.2 Any other information, statement or confirmation given to the Council in relation to the Recipient's eligibility to receive the Grant as MFA, is true, complete and accurate in all respects.
- 9.6 The Recipient accepts receipt of the Grant as MFA and shall:
- 9.6.1 Ensure that the use of the Grant or the delivery of the Programme does not put the Council in breach of its obligations under the Subsidy Control Rules;
- 9.6.2 Without prejudice to the generality of clause 9.6.1, comply with the conditions and other terms contained in and the obligations entered into by the Recipient under the completed MFA Declaration (the '**MFA Requirements**').
- 9.6.3 when requested by the Council to do so, provide information to demonstrate:
- (a) the truth, completeness and accuracy in all respects of the warranties on the part of the Recipient in clause 9.5; and
- (b) the Recipient's compliance with the MFA Requirements.
- 9.6.4 maintain all appropriate records required to demonstrate the matters referred to in sub-clauses (a) and (b) of clause 9.6.3 for a period expiring six years after the final grant claim is paid. Such documentation may be held in either paper records or electronic form.
- 9.7 The Recipient shall provide full co-operation and assistance to the Council as reasonably required by the Council:
- 9.7.1 in relation to any measures which the Council may consider necessary in order to comply with the Subsidy Control Rules including any order, requirement or request of any Relevant Body;
- 9.7.2 in relation to any legal challenge brought or threatened against the Council in relation to any alleged breach of the Subsidy Control Rules to enable the Council to defend itself or take any other action that it may consider necessary in the public interest;
- 9.7.3 to enable the Council to respond to any proceedings or investigations by any Relevant Body into the Net Zero Villages Grant Programme, the Grant or the Programme; and
- 9.7.4 to enable the Council to maintain in its possession the originals or true copies all records referred to in clause 9.6.4;
- 9.8 The Recipient acknowledges that the Council may be obliged to provide government departments and other central government bodies with information in respect of this

Agreement, the Grant and the Programme. The Recipient shall fully co-operate with the Council in the provision of all such information.

- 9.9 If the Grant or part of it is determined by a Relevant Body to be an Unlawful Subsidy and the Relevant Body orders or otherwise requires the Grant to be recovered in full or in part by the Council from the Recipient, then the Recipient shall (to the extent that the recovery decision of the Relevant Body requires repayment of the whole or part of the Grant received by the Recipient) repay to the Council the whole or such part of the Grant as may be specified in the recovery decision together with interest from the date and at the rate specified by the Relevant Body in the recovery decision and without set-off or deduction. The repayment shall be made within 20 Working Days of the Council issuing the Recipient with a written demand for repayment or such shorter period as may be specified by the Relevant Body in the recovery decision. The Parties agree that the Council's demand for repayment and interest shall be enforceable as a contractual debt.
- 9.10 The Recipient shall indemnify the Council against all reasonable direct and indirect costs and expenses incurred by the Council in investigating, responding to or defending, or otherwise participating in, any claim, action or proceedings arising from or in connection with the non-fulfillment by the Recipient of the obligations of the Recipient to the Council under this clause 9 (including lawyers' fees, court costs, costs of transcripts, fees of experts, witness fees, document management costs, communications costs and costs and expenses incurred in connection with any appeal).

10 Requests for Information

- 10.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (the '**FOIA**'), the Environmental Information Regulations 2004 (the '**EIRs**') and the information disclosure obligations under the SCA.
- 10.2 The Recipient shall:
- 10.2.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its information disclosure obligations under the FOIA, the EIRs or the SCA;
- 10.2.2 transfer to the Council all requests for information under the FOIA, the EIRs or the SCA relating to this Agreement which the Recipient receives as soon as practicable and in any event within two (2) Working Days of receipt;
- 10.2.3 provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within five (5) Working Days (or such other period as the Council may reasonably specify) of the Council 's request for such information; and
- 10.2.4 not respond directly to a request for information unless authorised in writing to do so by the Council.
- 10.3 The Recipient acknowledges that the Council may be required under the FOIA, the EIRs or the SCA to disclose information without consulting or obtaining consent from the Recipient. The Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA, the EIRs or the SCA.

11. General

- 11.1 In this Agreement:
- 11.1.2 references to "clauses" and "Schedules" are, unless otherwise provided, references to

- the clauses and Schedules of this Agreement;
- 11.1.2 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation".
- 11.1.3 references to any act of parliament, Subordinate Legislation, or any provision of any act of parliament or Subordinate Legislation, shall be construed as a reference to that act of parliament, Subordinate Legislation, or provision (as the case may be) as they are from time to time amended, extended, re-enacted or consolidated (whether before or after this agreement comes into effect) and are for the time being in force.
- 11.2 Neither party to this Agreement shall assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as agreed as part of the Programme, transfer or pay to any other person any part of the Grant funding.
- 11.4 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.5 This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts to settle any dispute or difference which may arise out of or in connection with this Agreement.

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The **COMMON SEAL** of
South Cambridgeshire District Council
was hereunto affixed in the presence of:

.....
Authorised Signatory (signature)

.....
full name (block capitals)

Executed as a deed by
Oakington Parish Council
by a single director
in the presence of a witness

.....
Director (signature)

.....
full name of director (block capitals)

Signature of witness:

Full name of witness:

Witness address:

Schedule 1 – Application Form

Schedule 2 - Bank Account Details for payment

Schedule 3 – Payment Schedule

All payments will be made upon receipt of the invoice **unless** otherwise agreed. Please contact climateandenvironment@scams.gov.uk if you wish to discuss an alternative arrangement.

Please indicate when you expect this payment to be required.

Month	Invoice expected?	Payment Amount
April 2025	<i>Please indicate yes or no</i>	<i>Please insert expected payment amount</i>
May 2025		
June 2025		
July 2025		
August 2025		
September 2025		
October 2025		
November 2025		
December 2025		
January 2025		
February 2025		

Schedule 4 - Progress Monitoring Report Form

PROJECT MONITORING FORM

Project details	
Project Name:	
Funding Recipient Organisation:	
Project Contact:	
Start Date:	Planned End Date:

Section 2: Monitoring information
Project update
Use the space below to provide a descriptive overview on project progress to date.
Objectives
List the original approved objectives for this project and how they are being/have been performed and monitored

Outcomes delivered and future predictions
Please indicate the expected outcomes delivered/ due to be delivered through this project and timescales of any future delivery.

Issues
Please provide update on any issues/delays being experienced or expected.

Milestones
Please provide an update on milestones associated with this project.

Section 3: Communications and PR	
Is there any photographic evidence/supporting information for this project, which we can use for the website/communications? (Please attach)	

Schedule 5 – Net Zero Villages Grant Criteria and Guidance

Schedule 6

NOTIFICATION OF AWARD OF MINIMAL FINANCIAL ASSISTANCE IN ACCORDANCE WITH SECTION 37(2) OF THE SUBSIDY CONTROL ACT 2022

1. South Cambridgeshire District Council (the '**Council**') offers Oakington Parish Council (the '**Recipient**') a Minimum Financial Assistance ('**MFA**') subsidy under the Subsidy Control Act 2022 (the '**Act**'), subject to the Recipient's agreement to, and compliance with, the terms and conditions set out below relating to MFA and any other terms of the Subsidy specified by the Council.
2. The amount of MFA offered is a subsidy of £20,395 (the '**Subsidy**'). Before making the payment, the Council requires written confirmation that receipt of the payment will not exceed the Recipient's MFA threshold of £315,000 cumulated over this and the previous two financial years, as specified in section 36(1) of the Act. This means that the Recipient must confirm that the Recipient has not received more than £315,000 (minus the value of the Subsidy) in MFA subsidies or comparable types of subsidies (see section 42(8) of the Act) between 1 April 2022 and this date.
3. We take this opportunity to remind the Recipient that the Recipient is required to keep a written record of the amount of MFA the Recipient has received and the date or dates when it was received. The written record must be kept for at least three years beginning with the date on which the Subsidy of £20,395 is given to the Recipient as MFA. This will enable the Recipient to respond to future requests from public authorities on how much MFA the Recipient has received and whether the Recipient has reached the cumulative threshold.
4. Confirmation must be sent by someone who is authorised to do so on behalf of the Recipient.

I confirm, for and on behalf of, Oakington Parish Council, that receipt of MFA of £20,395 from South Cambridgeshire District Council will not exceed the MFA threshold of Oakington Parish Council specified in section 36(1) of the Subsidy Control Act 2022.

Signature:	
Name:	
Position:	
Date:	

Schedule 7

MINIMAL FINANCIAL ASSISTANCE DECLARATION

1. In this Declaration:
Capitalised words or phrases not defined in the body of this Declaration have meanings as follows:
'Council' means South Cambridgeshire District Council;
'Exempt Subsidy' means a Subsidy which qualifies for an exemption from the Subsidy Control Requirements as MFA or any other exemption under Part 3 of the SCA;
'Grant' means a grant of £20,395 which the Council proposes to award to the Recipient under the Council's Rural England Prosperity Fund Programme subject to compliance by the Recipient with all conditions required by the Council to the satisfaction of the Council;
'GFA' means the grant funding agreement under which the Grant is to be awarded to the Recipient;
'Recipient' means Oakington Parish Council;
'SCA' means the Subsidy Control Act 2022;
'SPEI' means Services of Public Economic Interest;
'Subsidy Control Requirements' means the requirements that apply to the giving of Subsidies contained in Part 2 of the SCA;
2. The Grant is awarded in accordance with Section 36 of the SCA which enables the Recipient to receive up to a maximum level of subsidy without engaging the Subsidy Control Requirements under the Act (with the exception of the transparency requirements under Chapter 3 of the Act for subsidies over £100,000) (**'Minimal Financial Assistance'**). The current threshold is £315,000 to a single enterprise over the elapsed part of the current financial year and the two preceding financial years (the **'Applicable Period'**).
3. The Recipient acknowledges and accepts that the relevant limit for Minimal Financial Assistance comprises other Minimal Financial Assistance, SPEI Assistance, Small Amounts of Financial Assistance given under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement, and De Minimis State Aid (collectively **'Relevant Exempt Subsidy/Subsidies'**), irrespective of whether such subsidy or aid was provided by other public authorities and their agents, related to other projects or was made by means other than grants (for instance, foregone interest on loans) awarded to the Recipient over the Applicable Period.
4. The Council has provided the Recipient with a Minimal Financial Assistance Notification in the form set out in Schedule 6. As stated in the Notification, the award of the Grant is conditional (among other things) upon the Recipient providing the Council with a duly completed declaration in the form of this Minimal Financial Assistance Declaration confirming how much Relevant Exempt Subsidy if any, the Recipient has received in the Applicable Period.
5. The Council may not pay the Recipient the Grant if, added to any previous Relevant Exempt Subsidy the Grant Recipient has received during the Applicable Period, the Grant causes the Grant Recipient to exceed the relevant limit for Minimal Financial Assistance.
6. For the purposes of this Minimal Financial Assistance Declaration:
 - a. the financial year means a period of 12 months ending 31st March;
 - b. an enterprise means the enterprise that receives, or would receive, minimal financial assistance; and
 - c. subsidy is a subsidy granted to a single enterprise, which may include legal entities separate to the Recipient (such as current or former subsidiaries).

7. The Recipient must retain the Grant Funding Agreement and the completed Minimal Financial Assistance Declaration and produce it on request from the Authority.
8. The Recipient acknowledges that it is the Recipient’s responsibility to read the Subsidy Control Act 2022 in its entirety and seek advice (including legal advice) on its application to the Recipient’s business if appropriate.
9. The Recipient acknowledges that the Council and Recipient are jointly and severally responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in the Grant Funding Agreement and this Declaration are fulfilled.
10. The Recipient agrees to keep a written record detailing that it has received a Subsidy by way of Minimal Financial Assistance, the date on which it was given and the gross value amount of the assistance and must keep the record for at least three years beginning with the date on which the Minimal Financial Assistance subsidy is given.

MINIMAL FINANCIAL ASSISTANCE DECLARATION

Please tick the statement that applies:

	The Recipient, and/or any other person or group of persons forming an enterprise with the Recipient, have not received any Relevant Exempt Subsidy (whether from or attributable to the Council or any other public authority) during the Applicable Period.
	The Recipient, and/or any other person or group of persons forming an enterprise, have received one or more grants of Relevant Exempt Subsidy during the Applicable Period, particulars of which are set out in the table below.

Please insert the Recipient’s financial year _____

Particulars of any Exempt Subsidy received during the current or previous two fiscal years:

Public Authority	Date Awarded	Total amount of subsidy ¹	Description of subsidy ²	Recipient ³	Date(s) received ⁴

Signed _____

¹ This should be the amount of subsidy awarded. However, please also inform us if the amount received differed.

² Please confirm the nature of the subsidy (e.g., a grant or a loan etc.) and the purpose for which it was awarded (e.g. any project funded by it).

³ Please confirm the identity of the recipient of the subsidy if this is a separate entity forming part of a single economic actor with you.

⁴ Please inform us if the subsidy was paid by instalments.

For and on behalf of _____

Position _____

Date _____

**OAKINGTON & WESTWICK PARISH COUNCIL
FINANCIAL REGULATIONS**

ADOPTED 14 APRIL 2025

Contents

1. General.....	2
2. Risk management and internal control.....	3
3. Accounts and audit.....	4
4. Budget and precept.....	5
5. Procurement.....	6
6. Banking and payments.....	8
7. Electronic payments.....	9
8. Cheque payments.....	10
9. Payment cards.....	10
10. Petty Cash.....	11
11. Payment of salaries and allowances.....	11
12. Loans and investments.....	11
13. Income.....	12
14. Payments under contracts for building or other construction works.....	12
15. Assets, properties and estates.....	12
16. Insurance.....	13
17. Charities.....	13
18. Suspension and revision of Financial Regulations.....	14
Appendix 1 - Tender process.....	15

These Financial Regulations were adopted by the council at its meeting held on 14 April 2025

1. General

- 1.1. These Financial Regulations govern the financial management of the council and may only be amended or varied by resolution of the council. They are one of the council's governing documents and shall be observed in conjunction with the council's Standing Orders.
- 1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of councillor into disrepute.
- 1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.
- 1.4. In these Financial Regulations:
 - 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
 - "Approve" refers to an online action, allowing an electronic transaction to take place.
 - "Authorise" refers to a decision by the council, or a committee or an officer, to allow something to happen.
 - 'Proper practices' means those set out in *The Practitioners' Guide*
 - *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
 - 'Must' and **bold text** refer to a statutory obligation the council cannot change.
 - 'Shall' refers to a non-statutory instruction by the council to its members and staff.
- 1.5. The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council. The Clerk has been appointed as RFO and these regulations apply accordingly. The RFO;
 - acts under the policy direction of the council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and control systems;
 - ensures the accounting control systems are observed;
 - ensures the accounting records are kept up to date;
 - seeks economy, efficiency and effectiveness in the use of council resources; and
 - produces financial management information as required by the council.
- 1.6. **The council must not delegate any decision regarding:**

- **setting the final budget or the precept (council tax requirement);**
- **the outcome of a review of the effectiveness of its internal controls**
- **approving accounting statements;**
- **approving an annual governance statement;**
- **borrowing;**
- **declaring eligibility for the General Power of Competence; and**
- **addressing recommendations from the internal or external auditors**

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of **£1,000**.

2. Risk management and internal control

- 2.1. **The council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.**
- 2.2. The Clerk shall prepare, for approval by the council, a risk management policy covering all activities of the council. This policy and consequential risk management arrangements shall be reviewed by the council at least annually.
- 2.3. When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration by the council.
- 2.4. **At least once a year, the council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.**
- 2.5. **The accounting control systems determined by the RFO must include measures to:**
 - **ensure that risk is appropriately managed;**
 - **ensure the prompt, accurate recording of financial transactions;**
 - **prevent and detect inaccuracy or fraud; and**
 - **allow the reconstitution of any lost records;**
 - **identify the duties of officers dealing with transactions and**
 - **ensure division of responsibilities.**
- 2.6. At least once in each quarter, and at each financial year end, a member other than the Chair shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign and date the reconciliations and the original bank statements (or similar document) as evidence of this. This activity, including any exceptions, shall be reported to and noted by the council.
- 2.7. Regular back-up copies shall be made of the records on any council computer and stored either online or in a separate location from the computer. The council shall

put measures in place to ensure that the ability to access any council computer is not lost if an employee leaves or is incapacitated for any reason.

3. Accounts and audit

- 3.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.
- 3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**
 - **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
 - **a record of the assets and liabilities of the council;**
- 3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual Governance and Accountability Return.
- 3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual Governance and Accountability Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.
- 3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.
- 3.7. The internal auditor shall be appointed by [the council] and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.
- 3.8. The council shall ensure that the internal auditor:
 - is competent and independent of the financial operations of the council;
 - reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
 - can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and
 - has no involvement in the management or control of the council

3.9. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.

3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

3.12. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

4. Budget and precept

4.1. **Before setting a precept, the council must calculate its [council tax (England)/budget (Wales)] requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**

4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by the council at least annually in December for the following financial year.

4.3. No later than November each year, the RFO shall prepare a draft budget with detailed estimates of all receipts and payments/income and expenditure for the following financial year along with a forecast for the following financial year, taking account of the lifespan of assets and cost implications of repair or replacement.

4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. Unspent funds for partially completed projects may only be carried forward by placing them in an earmarked reserve with the formal approval of the full council.}

4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the council not later than the end of November each year.

4.6. The draft budget forecast, including any recommendations for the use or accumulation of reserves, shall be considered by the council.

4.7. Having considered the proposed budget and forecast, the council shall determine its council tax requirement by setting a budget. The council shall set a precept for this amount no later than the end of January for the ensuing financial year.

- 4.8. **Any member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must disclose at the start of the meeting that Section 106 applies to them.**
- 4.9. The RFO shall **issue the precept to the billing authority no later than the end of February** and supply each member with a copy of the agreed annual budget.
- 4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.
- 4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the council.

5. Procurement

- 5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.
- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.
- 5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Procurement Act 2023 and The Procurement Regulations 2024 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.**
- 5.5. Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 5.12) obtain prices as follows:
- 5.6. For contracts estimated to exceed £60,000 including VAT, the Clerk shall seek formal tenders from at least three suppliers agreed by the council OR advertise an open invitation for tenders in compliance with any relevant provisions of the Legislation. Tenders shall be invited in accordance with Appendix 1.
- 5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation regarding the publication of invitations and notices.**
- 5.8. For contracts greater than £3,000 excluding VAT the Clerk shall seek at least 3 fixed-price quotes;
- 5.9. where the value is between £500 and £3,000 excluding VAT, the Clerk shall try to obtain 3 estimates which might include evidence of online prices, or recent prices from regular suppliers.

5.10. For smaller purchases, the clerk shall seek to achieve value for money.

5.11. Contracts must not be split to avoid compliance with these rules.

5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:

- i. specialist services, such as legal professionals acting in disputes;
- ii. repairs to, or parts for, existing machinery or equipment;
- iii. works, goods or services that constitute an extension of an existing contract;
- iv. goods or services that are only available from one supplier or are sold at a fixed price.

5.13. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council. Avoidance of competition is not a valid reason.

5.14. The council shall not be obliged to accept the lowest or any tender, quote or estimate.

5.15. Individual purchases within an agreed budget for that type of expenditure may be authorised by:

- the Clerk, under delegated authority, for any items below £500 excluding VAT.
- the Clerk, in consultation with the Chair of the Council, for any items below £1,000 excluding VAT.
- the council for all items over £1,000;

Such authorisation must be supported by a minute or other auditable evidence trail.

5.16. No individual member, or informal group of members may issue an official order or make any contract on behalf of the council.

5.17. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council except in an emergency.

5.18. In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to £1,000 excluding VAT on repair, replacement or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to the council as soon as practicable thereafter.

5.19. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless the council is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.

5.20. An official order or letter shall be issued for all work, goods and services above £1,000 excluding VAT unless a formal contract is to be prepared or an official order

would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.

5.21. Any ordering system can be misused and access to them shall be controlled by the RFO

6. Banking and payments

6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with Unity Trust Bank Plc. The arrangements shall be reviewed annually for security and efficiency.

6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.

6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by the RFO.

6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.

6.5. All payments shall be made by online banking, in accordance with a resolution of the council, unless the council resolves to use a different payment method.

6.6. For each financial year the RFO may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council may authorise in advance for the year.

6.7. A copy of this schedule of regular payments shall be signed by two members on each and every occasion when payment is made - to reduce the risk of duplicate payments.

A list of such payments shall be reported to the next appropriate meeting of the council for information only.

6.8. The Clerk shall have delegated authority to authorise payments in the following circumstances:

- i. any payments of up to £500 excluding VAT, within an agreed budget.
- ii. payments of up to £1,000 excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.
- iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 {or to comply with contractual terms},

where the due date for payment is before the next scheduled meeting of the council, where the Clerk certifies that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council.

- iv. Fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of the council.
- 6.9. The RFO shall present a schedule of payments requiring authorisation, forming part of the agenda for the meeting, together with the relevant invoices, to the council. The council shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. The authorised schedule shall be initialled immediately below the last item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.

7. Electronic payments

- 7.1. Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The bank mandate agreed by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process.
- 7.2. All authorised signatories shall have access to view the council's bank accounts online.
- 7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.
- 7.4. The Service Administrator shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices, shall be sent by email to two authorised signatories.
- 7.5. In the prolonged absence of the Service Administrator an authorised signatory shall set up any payments due before the return of the Service Administrator.
- 7.6. Two councillors who are authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.
- 7.7. Evidence shall be retained showing which members approved the payment online
- 7.8. A full list of all payments made in a month shall be provided to the next council meeting and included in the minutes.
- 7.9. With the approval of the council in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are approved online by two authorised

members. The approval of the use of each variable direct debit shall be reviewed by the council at least every two years.

- 7.10. Payment may be made by BACS or CHAPS by resolution of the council provided that each payment is approved online by two authorised bank signatories, evidence is retained and any payments are reported to the council at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 7.11. If thought appropriate by the council, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed or approved online by two members, evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by the council at least every two years.
- 7.12. Account details for suppliers may only be changed upon written notification by the supplier verified by two of the Clerk and a member. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every two years.
- 7.13. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.
- 7.14. Remembered password facilities other than secure password stores requiring separate identity verification should not be used on any computer used for council banking.

8. Cheque payments

- 8.1. Cheques or orders for payment in accordance with a resolution or delegated decision shall be signed by two members
- 8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment.
- 8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.
- 8.4. Cheques or orders for payment shall not normally be presented for signature other than at, or immediately before or after a council. Any signatures obtained away from council meetings shall be reported to the council at the next convenient meeting.

9. Payment cards

- 9.1. Any Debit Card issued for use will be specifically restricted to the Clerk and will also be restricted to a single transaction maximum value of £500 unless authorised by council or finance committee in writing before any order is placed.
- 9.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.

- 9.3. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk and any balance shall be paid in full each month.
- 9.4. Personal credit or debit cards of members or staff shall not be used except for expenses of up to £100 including VAT, incurred in accordance with council policy.

10. Petty Cash

- a) The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk (for example for postage or minor stationery items) shall be refunded on a regular basis.

11. Payment of salaries and allowances

- 11.1. **As an employer, the council must make arrangements to comply with the statutory requirements of PAYE legislation.**
- 11.2. **Councillors allowances (where paid) are also liable to deduction of tax under PAYE rules and must be taxed correctly before payment.**
- 11.3. Salary rates shall be agreed by the council, or a duly delegated committee. No changes shall be made to any employee's gross pay, emoluments, or terms and conditions of employment without the prior consent of the council.
- 11.4. Payment of salaries shall be made, after deduction of tax, national insurance, pension contributions and any similar statutory or discretionary deductions, on the dates stipulated in employment contracts.
- 11.5. Deductions from salary shall be paid to the relevant bodies within the required timescales, provided that each payment is reported, as set out in these regulations above.
- 11.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook. Payroll reports will be reviewed by the council to ensure that the correct payments have been made.
- 11.7. Any termination payments shall be supported by a report to the council, setting out a clear business case. Termination payments shall only be authorised by the full council.
- 11.8. Before employing interim staff, the council must consider a full business case.

12. Loans and investments

- 12.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.
- 12.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.

- 12.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 12.4. All investment of money under the control of the council shall be in the name of the council.
- 12.5. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 12.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

13. Income

- 13.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 13.2. The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk, who shall be responsible for the collection of all amounts due to the council.
- 13.3. Any sums found to be irrecoverable and any bad debts shall be reported to the council by the RFO and shall be written off in the year. The council's approval shall be shown in the accounting records.
- 13.4. All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.
- 13.5. Personal cheques shall not be cashed out of money held on behalf of the council.
- 13.6. The RFO shall ensure that VAT is correctly recorded in the council's accounting software and that any repayment claim under section 33 of the VAT Act 1994 shall be made quarterly where the claim exceeds £100 and at least annually at the end of the financial year.

14. Payments under contracts for building or other construction works

- 14.1. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.
- 14.2. Any variation of, addition to or omission from a contract must be authorised by [the Clerk] to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

15. Assets, properties and estates

- 15.1. The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the council.
- 15.2. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.
- 15.3. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.
- 15.4. No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a written report shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).
- 15.5. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, except where the estimated value of any one item does not exceed £500. In each case a written report shall be provided to council with a full business case.

16. Insurance

- 16.1. The RFO shall keep a record of all insurances effected by the council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the council's review of risk management.
- 16.2. The Clerk shall give prompt notification to the council of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.
- 16.3. The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to the council at the next available meeting. The RFO shall negotiate all claims on the council's insurers.
- 16.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council.

17. Charities

- 17.1. Where the council is sole managing trustee of a charitable body the Clerk shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.

18. Suspension and revision of Financial Regulations

- 18.1. The council shall review these Financial Regulations annually and following any change of clerk. The Clerk shall monitor changes in legislation or proper practices and advise the council of any need to amend these Financial Regulations.
- 18.2. The council may, by resolution duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the council to act unlawfully.
- 18.3. The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

Appendix 1 - Tender process

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order [insert reference of the council's relevant standing order] and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

Oakington & Westwick Parish Council

Payments & Income Schedule – April 2025

Invoices	Details	Net	VAT	Total
SSE Electric	Street lighting energy 3.10.23-31.1.25 (part catch up invoice)	61.86	3.09	64.95
SSE Electric	Street lighting energy 1.2.25-28.2.25	24.66	1.23	25.89
EE	Mobile 11.3.25-10.4.25	20.50	4.10	24.60
*Brookfield Contracting	Stocks Green conifers remove & fence	4580.00	916.00	5496.00
Brookfield Contracting	Grass cutting March 25	660.00	132.00	792.00
Replay Maintenance Ltd	3G Drag brush visit 10	150.00	30.00	180.00
Replay Maintenance Ltd	3G Revive visit 3	300.00	60.00	360.00
CPS Building Services Ltd	Pavilion heating boiler repair	180.00	36.00	216.00
CAPALC	Affiliation 25-26 & DPO scheme	562.86		562.86
ICCM	Annual membership	105.00		105.00
Unity Trust Bank	Service charge	7.80		7.80
Salaries	Salaries (net)	1266.17		1266.17
	Expenses	15.00		15.00
HMRC	PAYE/NI	261.07		261.07
NEST	Pensions	196.26		196.26
Charge Card				
Lloyds Bank	Monthly charge card fee	3.00		3.00
Payments Total		8394.18	1182.42	9576.60
Income				
HMRC	VAT reclaim 1.3.25 – 31.3.25	530.54		530.54
Income Total				530.54