Recommendations and resolutions of the Business Improvement and Development Board 25th July 2023.

The Town Council are asked to note the **RESOLUTIONS** and **approve** the **RECOMMENDATIONS** of the Business Improvement and Development Board 25th July 2023

1464. <u>MINUTES</u>

It was **RESOLVED** to adopt the minutes of the Business Improvement & Development Board meeting held on the 13th June 2023.

1466. ITEMS FOR CONSIDERATION

b. Digital Signage

It was **RECOMMENDED** to:

- 1. Allocate £5,200 from the rolling capital fund to purchase digital signage
- 2. Expenditure for a content management system to be funded via the revenue budget
- 3. The Business & Facilities Manager to obtain a third quotation which includes adding the two totems to the system and upon receiving this, select the most appropriate quotation.

c. Lockyer Suite Flooring

It was **RECOMMENDED** to carry out works to the Lockyer Suite floor (sand & seal) at a cost of £4,800 to be funded via the Rolling Capital fund.

Recommendations and resolutions of the Community Services Committee 1st August 2023

The Town Council are asked to note the **RESOLUTIONS** and **approve** the **RECOMMENDATIONS** of the Community Services Committee 1st August 2023

1102 APOLOGIES FOR ABSENCE

It was **RESOLVED** to accept the apologies from Cllr Platt due to being on holiday and Cllr Meredith Shaw due to work commitments.

1103 PUBLIC OPEN SESSION

a. It was **RESOLVED** to accept to adopt the minutes of the Community Services meeting held on 6th June 2023 with one amendment.

1104 ITEMS FOR CONSIDERATION

a. Appointment of Members to Allotment Working Group

It was **RESOLVED** elect Cllr Gleave and Cllr Thomson to join Cllr Platt on the Allotment Working Group.

b. <u>Skate Park Lighting Times</u>

It was **RESOLVED** to use a timer to set the Skate Park Lights, 16.00 – 22.00 Wintertime and Summertime 21.30 – Midnight. Members agreed for the Community Services Manager to review the timings after 6 months.

c. <u>Community Cooking Course</u>

It was **RESOLVED** the delivery of a four, six-week cookery courses for parents and children.

(The course would run one afternoon per week, from 15.45 to 17.30. Spaces limited to ten adults with a maximum of two children each per six-week course. Children must be aged 7 years or over.)

d. <u>Grass Cutting Schedule</u>

It was **RESOLVED** to reply correcting the errors in the email and information on the policy discussion.

e. <u>Circuit Classes</u>

It was **RESOLVED** to continue the circuit classes until 31st March 2024, funded via budget code 313/4551 (Family Fun Day surplus) at a cost of £2,030.

1105 EXEMPT ITEMS

It was **<u>RESOLVED</u>** to move the following items to exempt.

12a Youth Provision Contract

It was **RESOLVED** to extend the youth provision contract for two years (until March 2026) at the fixed price of £59,000 per year



Flitwick Town Council 15 August 2023

Ward Councillor Report

Introduction

We agreed a joint approach to reporting to FTC by the 3 Ward Councillors. If there are any questions that you think may require more detail, please share these in advance of the meeting.

Transport Interchange

At the time of writing, despite regular requests for information, Ward Councillors have not yet been advised if the bus companies have a start date for use of the Interchange.

We have communicated our agreement with Cllr Gleave's response to the consultation on the bus gate scheme. We consider the use of the facility by Flittabus to be a helpful consideration and await the officer decision.

Highways Capital works for 23/24

The following resurfacing/redressing work is occurring (or is in progress):

Canterbury Road Q1-3 (some issues need further rectification) Clophill Roundabout to Flitwick Roundabout Q1-3 The Avenue Q3 Falcon Crescent Q4

Various other agreed rectification work is scheduled (for example the pavement at Catherine Road)

Approved Community Asset Grants and Ward Councillor Grants

Flitwick and Ampthill lawn tennis club - resurfacing 3 courts.

Flitwick community football centre – patio terrace canopy

Flitwick Cricket Club - clubhouse redevelopment

Flitwick Town Council – skatepark lighting

The fifth bidding round is now closed and there is a bid for a special facility at a Flitwick School which we hope will be successful. More detail to follow.

The Ward Councillors in Flitwick, Ampthill, Westoning and Greenfield, Toddington and Harlington, Barton and Silsoe have agreed to put some of their respective ward grants to Flittabus to assist them in their purchase of a new vehicle.

No-Mow May

We have been asked to consider potential sites for next year, either confirming or adding to the existing ones in Greenways and the path from Manor Way to Eagle Drive.

Our view is that Greenways was not a good site as children use this as a play area. We are otherwise open-minded but would still like a conversation with FTC about future grass cutting arrangements as this season has presented some issues.

Ash Die Back

Nearly every ash in Flitwick has been infected by Ash Die Back. The Council is monitoring the health of ash trees on its land. Between now and Christmas we will see a number of ashes felled - mostly around the Bird's Estate. The Council will pollard existing ash trees to remove the diseased sections to slow the spread of the disease. But ultimately all of our ash trees are likely to be felled in next 5-10 years.

Steppingley Road Housing and Care Development

We recently joined Cllr Roberts at the Topping Out Ceremony. Although some feel the building looks imposing, the development does have many impressive design features. It was particularly nice to see residents from Ferndale present at the refreshments and presentations following the ceremony.

It is reported as being to schedule and there are three tour dates available for FTC councillors, two on 13th and one on 30th September.

Councillors Ian Adams, Gareth Mackey, Heather Townsend

August 2023

PRESCRIBED CLAUSES

LR1. Date of lease

2023

LR2. Title number

To be allocated

LR2.1 Landlord's title number(s)

BD321782

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

FLITWICK TOWN COUNCIL of The Rufus Centre Steppingley Road Flitwick Bedfordshire MK45 1AH

Tenant

THE SCOUT ASSOCIATION TRUST CORPORATION a charitable company limited by guarantee with registered company number 00295739 and registered charity number 306102 whose registered office is at Gilwell Park, Chingford, London E4 7QW (the Corporation) holding title as custodian trustee for the 1st Ampthill & Woburn (Flitwick) Scout Group

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Demised Property" in Clause 1 (Refers to the First Schedule) of this lease.

LR5. Prescribed statements etc.

See clause 8

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LR6. Term for which the Property is leased

The term as specified in this lease at Clause 2 being 25 years from and including day of 20.

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

2

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The easements as specified in the Second Schedule of this lease.

LR12. Estate rent charge burdening the Property

None

LR13. Application for standard form of restriction

See clause 9

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

		HM Land Registry
County & District	:	Bedfordshire – Central Bedfordshire
Landlord's Title Number	:	BD289882
Property Building	:	The land as shown edged red on the attached Plan and known as The Scout Hut Station Road Flitwick Bedfordshire MK45 1JR

THIS LEASE is made the

BETWEEN

(1) FLITWICK TOWN COUNCIL of The Rufus Centre Steppingley Road Flitwick Bedfordshire MK45 1AH (hereinafter called "the Landlord");

2023

day of

(2) THE SCOUT ASSOCIATION TRUST CORPORATION a charitable company limited by guarantee with registered company number 00295739 and registered charity number 306102 whose registered office is at Gilwell Park, Chingford, London E4 7QW (the Corporation) holding title as custodian trustee for the 1st Ampthill & Woburn (Flitwick) Scout Group (the Group) (hereinafter called "the Tenant")

NOW THIS DEED IS WITNESSETH as follows: -

1	In this doad	uplace the	acentarit o	thomasico	ma anni ma an
1.	In this deed	unless the	context o	therwise	requires: -

Commencement Date	2023	
Demised Premises	Means the property herein demised as described in the	
	First Schedule hereto	
Landlords's	Means the neighbouring land owned by the Landlord and	
Neighbouring Property	registered with title number BD321782 other than the	
	Demised Premises	
Tenant	includes the person for the time being entitled to the term	
	hereby granted and where the Tenant is more than one	
	person all covenants and agreements on the part of the	
	Tenant herein contained shall be deemed to have been	
	made jointly and severally by all such persons	
	constituting the Tenant	

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Landlord	includes the person for the time being entitled to the	
	reversion immediately expectant upon the term hereby	
	granted	
Plan	means the plan attached to this Lease	
Service Installations	Means the sewers, drains, channels, pipes, watercourses,	
	gutters, mains wires, cables, conduits, aerials and any	
	other conducting media tanks and apparatus for the supply	
	of water, electricity, gas, telephone and television signals	
	and for the disposal of foul and surface water or any one	
	of them	

- 1.2. One gender includes any other and the singular includes the plural
- 1.3. The covenants and obligations on the part of Flitwick Town Council contained in this Lease shall determine except for clause 2 upon a disposal by Flitwick Town Council of all its interest in the Demised Premises when such covenants and obligations shall be taken up by its successors in title
- 1.4. In any case where the Tenant is placed under a restriction by reason of the covenants and conditions contained in this Lease such restriction shall be deemed to include the obligation on the Tenant not to permit or allow the infringement of the restriction by any person claiming rights to use enjoy or visit the Demised Premises through under or in trust for the Tenant
- 1.5. References in this Lease to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.6. The Group is a body formed and recognised by The Scout Association in accordance with its Policy, Organisation and Rules; and
- This Lease is supplemental to a Declaration of Trust made by the Corporation dated l6 June 1982 (the Deed);

WHEREAS:-

1. The Landlord has agreed to grant to the Tenant a Lease of the Demised Premises hereby demised at the rent and on the terms and conditions hereinafter appearing

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(a) In consideration of the rent and covenants on the part of the Tenant hereinafter reserved and contained the Landlord HEREBY DEMISES unto the Tenant ALL AND SINGULAR the Demised Premises together with the rights set out in the Second TO HOLD the same unto the Tenant for the term of 25 years from the Commencement Date SUBJECT TO the rights set out in the Third Schedule hereto (which so far as not already affecting the Tenant's estate in the Demised Premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Tenant hereinafter contained YIELDING AND PAYING THEREFORE from the Commencement Date the yearly rent of a peppercorn (if demanded)

(b) The Landlord lets that part of the Demised Premises edged red with full title guarantee and that part of the Property coloured pink with no title guarantee

- 3 The Tenant **HEREBY COVENANTS** with the Landlord to observe and perform the obligations on the part of the Tenant set out in the Third Schedule hereto
- 4 It is hereby agreed and declared as follows: -
 - (a) That if any rent hereby reserved or any part thereof shall be unpaid for twenty one days next after the same shall have become due (if demanded) or if any covenant by the Tenant or condition herein contained shall not be performed or observed by the Tenant then and in any such case it shall be lawful for the Landlord or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demises Premises of any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of either party in respect of any antecedent breach or non-observance by the Tenant of the covenants or conditions herein contained
 - (b) That all rights and obligations of the Landlord and the Tenant respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the term hereby granted and with the leasehold interest hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be vested
 - (c) Section 196 of the Law of Property Act 1925 shall apply to any notice demand or instrument authorised to be served hereunder and any notice served by the Landlord shall be sufficiently served by any agent of the Landlord

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5 Contracts (Rights of Third Parties) act 1999

- (a) It is not intended that any term of this lease be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999
- (b) No person other than a party to this lease or a lawful successor to a party to this lease shall acquire any rights by virtue of the Contracts (Rights of Third Parties) Act 1999

6 Limit of Trust Liability

- (a) The Corporation holds title as custodian trustee on behalf of the Group and does not have responsibility for the performance of the covenants contained in this lease with such responsibility vesting in the trustees of the Group.
- (b) The Corporation shall not be liable for breaches of the covenants contained in this lease but nothing herein contained shall affect any powers or remedies of the Landlord in respect of any breach non-observance or non-performance of the said covenants.
- (c) Liability for breaches of the covenants in this Lease will only accrue to such trustees who are appointed to the Group and serving as at the day of any breach under the Lease or are serving at any time during the period of any continuing breach.

7 Break Clause

(a) **Definitions:**

Break Date: means each of theday of2028 and every subsequent fifth anniversary of the Term

Break Notice: means written notice to terminate this lease on the Break Date specifying the Break Date and served in accordance with clause 9(b)(i)

Original Tenant: means The Scout Group

(b) Exercise of break:

 The Original Tenant may terminate this lease by serving a Break Notice on the Landlord at least six months before the Break Date

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(ii) The right to serve a Break Notice is personal to the Original Tenant.

(c) **Original Tenant Conditions:**

- (i) A Break notice served by the Original Tenant shall be of no effect if at any time prior to the Break Date it has been assigned or contracted to assign this lease
- (ii) A Break Notice served by the Original Tenant shall be of no effect if at the Break Date:

(a) the Original Tenant has not paid any part of the Annual Rent or any VAT in respect of it which was due to have been paid

(b) vacant possession of the whole of the Property is not given

(d) Termination:

- Subject to clause 9(c) following service of a Break Notice this lease shall terminate on the Break Date
- (ii) Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease

8 Charities Act 2011

The Demised Premises will, as a result of this Lease, be held in trust for 1st Ampthill & Woburn (Flitwick) Scout Group a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the Demised Premises (subject to section 117(3) of that Act).

9 Restriction

The parties to this lease apply to enter the following standard form of restriction against the title of the Property:

No disposition by the proprietor of the registered estate to which sections 117 to 121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act, as appropriate.

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THE FIRST SCHEDULE

The Demised Premises

The Property together with the Building erected thereon and known as The Scout Hut Station Road Flitwick Bedfordshire MK45 1JR shown for the purposes of identification only edged red on the Plan TOGETHER WITH (for the purpose of obligation as well as grant) the Service Installations used solely for the purpose of the Demised Premises

THE SECOND SCHEDULE

Rights which benefit the Property

The Tenant shall have a right of way on foot only over the footpath shown coloured brown on the Plan subject to the Tenant contributing a fair share of the cost of repairing and maintaining the said footpath

THE THIRD SCHEDULE

Rights to which the Property is subject

- Such rights of access to and entry upon the Demised Premises on reasonable written notice by the Landlord its lessees and tenants servants and agents as are reasonably necessary for the proper performance of his or their obligations hereunder
- 2. The right for the Landlord at any time or times hereafter without obtaining the consent of or paying compensation to the Tenant:
 - (a) To build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon any neighbouring properties of the Landlord according to such plans and to such height extent or otherwise and in such manner as the Landlord shall think fit notwithstanding that such building as so built rebuilt or altered may obstruct any lights windows or other openings in or on the Demised Premises
- The rights for the Landlord and its successors in title to the free passage and running of water soil gas electricity telephone and other services from and to those parts of any neighbouring properties of the Landlord through and from any appropriate Service
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Commented [LW1]: Please refer to covenant contained in paragraph 15 of the fourth schedule

Commented [LW2]: The Landlord will consider applications to construct additional buildings on the property upon receipt of detailed plans Installation within the Demised Premises TOGETHER WITH such rights of owners upon the Demised Premises as are necessary and proper for inspecting cleaning repairing maintaining and reinstating the same causing as little damage as possible and making good any damaged caused

- 4. The Landlord reserves the full and free right and liberty
 - (a) to enter the Demised Premises to make connections into the foul and surface water sewers or drains electricity gas telephone and other services including sewers drains channels pipes watercourses mains wires cable and other service installations ('Conducting Media') laid or to be laid under any neighbouring properties of the Landlord
 - (b) to enter the Demised Premises for the purpose of inspecting cleaning repairing maintaining reinstating and renewing such connections and/or any Conducting Media serving any neighbouring properties of the Landlord and for these purposes to break open the surface of the of the Demised Premises and (without limitation) any road or path constructed thereon so far as may be necessary from time

THE FOURTH SCHEDULE

Covenants by the Tenant

- 1. To pay the said rent herein before reserved on the days and in the manner herein provided
- 2. To yield up at the termination of the said term the Demised Premises together with any Landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Tenant and the conditions herein contained
- 3. To pay all costs charges and expenses (including legal costs and fees payable to a Surveyor) reasonably incurred by the Landlord in or in contemplation of any proceedings or service of any notice under Section 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and

incidental to the inspection of the Demised Premises the drawing up of a schedule of dilapidations and notice and any inspection to ascertain whether any notice has been complied with and such costs and charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise that by relief granted by the Court

- 4. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the said term shall be assessed or charged on or payable in respect of the Demised Premises or any part thereof
- 5. (a) To keep the Demised Premises insured in the joint names of the Landlord and the Tenant at all times throughout the term of this Lease in such sum as shall represent the full replacement cost of the Demised Premises against loss or damage by fire and other risks perils and contingencies (and incidental cover costs fees and expenses) as may be necessary together with architects surveyors and other requisite professional fees in relation to the reinstatement of the Demised Premises
 - (b) If the Demised Premises or any part thereof are at any time destroyed or damaged the Tenant shall with all due diligence as soon as reasonably possible reinstate the Demised Premises using all monies received from such insurance policy and making up any shortfall out of its own monies.
 - (c) In relation to any insurance effected by the Tenant under this paragraph:
 - (i) at the request of the Landlord to supply the Landlord with:
 - (a) a copy of the current insurance policy and schedule
 - (b) a copy of the application form for the policy; and
 - (c) a copy of the receipt for the current year's premium
 - to notify the Landlord of any change in the scope level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change.
- To repair and keep the Demised premises and every part thereof and all Landlord's fixtures and fittings therein and all additions thereto in good repair order and condition at all times during the said term including the renewal and replacement forthwith of all Pellys 13.07.23 (V4)

worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in this Schedule hereto (unless such insurance shall be wholly or partially vitiated by any act or default or the Lessee or of any member of the family employee or visitor of the Lessee or other such occupiers)

- 7. As often as may be necessary and in the year preceding the termination of the said term to decorate in a proper and workmanlike manner all of the internal and external wood metal stone and other work of the Demised Premises which usually are or ought to be painted and at the time of every inside painting to decorate and colour all such parts of the inside of the Demised Premises as are usually or ought to be dealt with using materials of suitable and appropriate quality provided.
- 8. To permit the Landlord or their respective agents with or without workmen and others when reasonable at any convenient hours in the daytime to enter into and upon the Demised Premises to undertake an annual health and safety inspection of the Demised Premises and to take inventories of the Landlord's fixtures fittings and appliances therein and to view the condition thereof and upon notice being given to the Tenant specifying any repair or works necessary to be done for which the Tenant is liable hereunder forthwith to comply with the same and if the Tenant shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Landlord or their respective agents with or without workmen and appliances to enter upon the Demised Premises and cause such repair or works to be executed and the cost thereof shall be payable by the Tenant on demand
- To make good any damage to any part of the Demised Premises caused by any act or omission or negligence or any occupant of or person using or visiting the Demised Premises
- 10. Not to bring into the Demised Premises or any part thereof any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Demised Premises or the occupants thereof
- 11. Not to do or permit or suffer any act or omission which may render any increase or extra premium payable for the said insurance of the Demised Premises or any part thereof or which may make void or voidable any such insurance or the insurance or premiums of any adjoining or neighbouring property of the Landlord

- 12. Forthwith to make good to the Landlord all loss or damage sustained by the Landlord consequent upon any breach of the last mentioned provision
- 13. Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and County Planning Act 1990 or any enactment amending or replacing it and to keep the Landlord indemnified against all claims demands and liabilities in respect of any such contravention
- 14. As soon as reasonably possible after receipt of the same inform the Landlord of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Tenant from any authority or person whatsoever whether such notice or other document as aforesaid be served upon the Tenant or upon any sub-tenant of the Tenant.
- 15. The Tenant shall within months of the date of this Lease erect in a good and workmanlike manner a good and sufficient fence of a type and specification to be approved by the Landlord (such approval not be unreasonably withheld or delayed) along the boundary of the Property marked with an inward "T" on the Plan
- 16. To comply in all respects at the Tenant's own costs with the provisions of any statute statutory instrument order rule or regulation and or any order direction or requirement made or given by any planning authority or the appropriate Minister or Court (whether requiring anything to be done or omitted by landlord tenant or occupier) relating to the Demised Premises so far as the Tenant is liable hereunder and as soon as reasonably possible to give notice in writing to the Landlord of the making or giving of such order direction or requirements as aforesaid
- 17. Not to assign underlet or part with the possession of the Demised Premises or any part thereof without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) PROVIDED further that no provision of this lease shall be breached by (1) the occasional hiring or subletting of the Demised Premises to other educational charitable or voluntary organisations or for commercial purposes associated with the local community for periods not exceeding 72 hours in duration on any one occasion and where no tenancy is created and/or (2) the occasional use of the Demised Premises for sleepovers, pack holidays or other overnight activities authorised by The Scout Group as part of its programme of activities for members

- 18 To clean the glass in all exterior windows and doors of the Demised Premises as and when necessary
- 19 Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a building for occupation by the Tenant as a Scout Group and for purposes ancillary thereto Notwithstanding any other provision of this lease and ancillary to the permitted use in this lease the Demised Premises may be used for indoor and outdoor for cooking, campfires, sleepovers and camping and the storage of arts and craft materials even if of a hazardous or inflammable nature
- 20 Not to do or allow to be done any act or thing upon the Demised Premises which may be or become a nuisance or annoyance to the Landlord or adjoining properties or cause damage thereto
- 21 No piano record player radio loud-speaker or other electrical electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause a nuisance to nearby properties

THE FIFTH SCHEDULE

Covenants on the part of the Landlord

1. That the Tenant paying the rent hereby reserved and observing and performing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Demised Premises and the rights hereby granted during the said term without any lawful interruption from or by the Landlord or any person lawfully claiming under or in trust for either or both of them

Executed as a deed by **FLITWICK TOWN COUNCIL** acting by the Mayor (Chairman of the Council) and the Town Clerk (Proper Officer of the Council)

Town Mayor

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Town Clerk

Executed as a deed by THE SCOUT ASSOCIATION TRUST CORPORATION acting by two directors

Signature of Director:

Signature of Director:

Pellys 13.07.23 (V4)





Report to Town Council on 15th August 2023: Co-option of members of the public onto the Planning Improvement Working Group

Implications of recommendations Corporate Strategy: There are no direct implications from this report

Finance: There are no direct financial implications from this report.

Equality: No equalities implications have been identified from what is discussed in this report.

Environment: There are no direct environmental implications arising from this report.

Recommendation

That that Council co-opts the following members of the public onto the Planning Improvement Working Group:

- Nick Dugard
- Judy Martin
- Martin Sheehan
- Steve Coates

Background

When the PIWG was established by the Town Council, it was the intention that the Group consisted of Planning-trained Councillors and interested members of the public, seeking to be proactive on planning matters in the Town. Following on from a similar process run last year, a number of members of the public are being put forward for co-option onto the group.

It should be noted that, even if this co-option is successful, there will be two vacancies for members of the public on the group. Further promotion is planned for September to encourage members of the public to sign up to be part of the group, with a specific focus on encouraging women and young people where feasible.

Experience of the group

The invitation to be part of the PIWG was open to all residents of the Town, and whilst experience in planning was desirable, the PIWG was keen that the group be as representative of the views of the town on planning matters as feasible. From discussions with the recommended co-optees, it is considered that this goal has largely, but not wholly, been attained.

All of the co-optees have some degree of planning experience, with 3 of them having worked as part of the Planning Improvement Working Group for the last year. Two of the co-optees are Town Planners and registered members of the Royal Institute of Town Planning, who provide the professional accreditation of Town Planners in the UK.

One co-optee has made it known that they have been on Local Action Group against a development in the past (off Trafalgar Drive) and has strong views on the development of this site. They have been advised that whilst this does not preclude them from contributing to PIWG discussions on this development nor does it preclude their membership, their interest would need to be declared accordingly, and further advice may be sought from the Town Clerk.

Whilst the Councilors on the PIWG (Councillors Gleave,

Platt, Shaw, Earles, Hodges, and Roberts) has been working on immediate planning matters such as responding to planning applications, work has also been undertaken to recruit interested members of the public to be part of the PIWG. This report marks the conclusion of that process, and a recommendation to co-opt members of the public into the group.



Report to Council 15th August 2023: Scheme of Delegations Review

Implications of recommendations Corporate Strategy: Improve operational efficiency. Finance: None. Equality: N/A. Environment: N/A.

Background

A Scheme of Delegations document for the Council and its Committees was introduced in December 2020. This detailed the responsibilities of the Council and the Committees, as well as laying out functions within each area and the delegation of these functions in each Terms of Reference.

An updated Scheme of Delegations was adopted in April 2022. The changes focused on:

- How the Council dealt with planning through the creation of a Planning Improvement Working Group.
- Some additional responsibilities were moved under the Community Services remit as the previous Planning Committee had disbanded.
- The amalgamation of Business Services and Corporate Services, most specifically that Corporate Services took on the finances of the Council under their remit.
- The creation of a Business Improvement & Development Board (BI&DB) which focussed on the business of the Rufus Centre and the Rendezvous Café.

During the Committee Choices process in May 2023, it was clear that there was limited interest from Members to be part of the Corporate Services Committee. At the Annual Statutory Meeting, it was decided that no Members would be elected to Corporate Services at this time, but for Council to take on the financial reporting temporarily. It was agreed for Officers to bring back a report detailing where priorities from the Corporate Services Committee could be alternatively reported.

Introduction

This report will provide suggestions for current Corporate Services responsibilities (what they are responsible for the control and development of) and which Committee these could be transferred to.

Options

Attached as Appendix 1 is a list of the current Scheme of Delegations relevant to Corporate Services, with suggestions (in red font) on where these responsibilities could be transferred to, subject to Council approval.

Members will see from Appendix 1 that no annotations have been included on there for responsibilities relating to finances or communications. This was intentional since both areas

have a wide scope and therefore it is not necessarily appropriate for these to go to Council, and the finances require a sufficient scrutiny process.

Communications

Communication responsibilities are less complex to think about than how the Council may like to report on the finances. The discussions and debates previously held at Corporate Services, including social media content plans, the comms & marketing plan etc. could be dealt with via a Communications Panel, with any expenditure decisions being recommended to Council (or the BI&DB if relevant). This Panel could be made up of 2-4 interested Members and meetings could be held monthly, bi-monthly or quarterly depending on Members' preference. Alternatively, there is not necessarily a need for an in-person meeting, as the Council could opt to do what Sandy Town Council do, and upload files (such as content plans) onto Sharepoint at agreed times for comment from Members.

Elements of any comms & marketing plan that was focused on the Rufus Centre or the Rendezvous Café, would be considered by the BI&DB.

The areas listed in the current Corporate Services Scheme of Delegations are detailed below and a Communications Panel would deal with these:

- Town Council Communications e.g., Flitwick Papers, website, leaflets, etc.
- FTC Website.
- Communications and Marketing Strategy
- Marketing related to Corporate activities
- Annual residents survey and any other surveys

The Annual residents survey is perhaps something the Panel could recommend for Council approval.

The Terms of Reference (Section 8) attached as Appendix 2 lists the Communications/Public Relations & Marketing functions and these could be transferable to the responsibility of a Communications Panel.

Council Finance Reporting

There are three options to consider on the Council financial reporting going forward.

<u>Option 1</u> – <u>continue with the current arrangement of all the finance reports being part of the</u> <u>Council agenda.</u>

The advantage of this set up is that all elected Members see the finances monthly and can ask questions regularly.

The disadvantage of this is that the finance reports are vast and with already 'busy' agendas, there is a lack of time to scrutinise the figures. Some Members may also not be interested in, or understand, Council finances.

Option 2 – To set up a Finance Scrutiny Working Group of 3-4 Members

The advantage of this set up is that interested Members would be elected to this group who understand Council finances and can properly scrutinise the figures of any data circulated. There would be an opportunity for in-depth discussion with the Town Clerk, RFO and the Senior Finance Officer. Most of the finance reports that currently go to Council could therefore be circulated with this meeting's paperwork, leaving only statutory finance reports, e.g. annual budget, the income & expenditure reports, balance sheet and any AGAR/Auditor reports to Council.

The disadvantage of this is that the Group would not be able to make any financial decisions as there would be no delegated authority set up with this not being a constituted Committee.

Option 3 – To set up a Finance Committee with delegated powers

The advantage of having a formally constituted Committee would be that financial decisions could be made once the Council approve a drafted Scheme of Delegations. Members would be focussed on the finances and not distracted by other agenda items unrelated. Relevant Officers would attend to answer questions monthly. The Council would decide on this Committee's remit.

The disadvantage of this is that another formal Committee would be added to the Council Committee Structure and arguably, this arrangement could take more Officer and Member time. Due to the recent response for the Committee Choices process, Officers feel there may be a lack of interest with this option.

All options would need to be discussed and decided upon by the Council.

Additional Matters

Officers are aware there will be a degree of duplication of work with the finances. It is envisaged that the BI&DB will focus on scrutiny of the Rufus Centre and Rendezvous Café, as well as business forecasting, and that the new Panel (or whatever direction the Council want to go in) will look at their overall performance in these two cost centres.

The Rolling Capital Fund would stay within the remit of the Council.

Officers do not anticipate members of the public being co-opted onto the recommended Working Group and Panel below, however NALC guidance (Appendix 3) sets out rules around this. Page 4 of this guidance states that 'non-councillor members of committees will be required to comply with the council's standing orders...' This is relevant for Members' information, because at a previous Council meeting, Officers were asked about the ability to remove a non-councillor member from a Working Group. Officers suggest amending the Standing Orders to allow removal of non-member participants.

Officer Recommendations

- 1. To agree suggestions shown in red on Appendix 1 relating to where some of the Corporate Services responsibilities could be reported to.
- 2. To create a Communications Panel by electing 2-4 interested Members at a Council meeting. Officers suggest a mixture of in-person meetings and file sharing electronically for comment. Members should contact the Comms & Marketing Manager if they are interested.
- 3. To elect 3-4 Members to a Finance Scrutiny Working Group with all expenditure decisions and statutory requirements to continue to be within the Council's remit.
- 4. Within Officers' review of the Standing Orders, to insert an item relating to the Council's ability to remove non-member participants of Working Groups, setting out rules for the membership and what would qualify for removing individuals from Working Groups.

Stephanie Stanley Town Clerk & RFO

1. Corporate Services

The Committee has delegated authority to deal with matters listed below.

The Committee may decide not to exercise its delegated power and may instead make recommendations to Council.

The Committee is required to submit a list of resolutions and recommendations to the next available meeting of the Council.

Responsible for the control and development of,

- Business Continuity Council
- Policies and procedures, Member/Officer Protocol, Code of Conduct Council (Committee-specific policies and procedures to be agreed at Committee level)
- Initiation of new Projects (i.e., On completion, project move to the relevant committee – Committee-specific but large projects with big expenditure at Council
- S106 applications and grant funding from external sources., that fall within the committee's areas of responsibility. – N/A as other Committees already have this responsibility in their Scheme of Delegations
- Elections/Councillor vacancies, Town Mayor/Dep Town Mayor, regalia, etc. -Council
- Honorary Citizenship Council
- Town Council Communications e.g., Flitwick Papers, website, leaflets, etc.
- FTC Website.
- Town Council Strategy, vision, mission statement, objectives etc. Council. Any reviews via a Working Group set up.
- Communications and Marketing Strategy
- Marketing related to Corporate activities.
- Training Councillors and staff Personnel.
- Development of Plans e.g., corporate plan (Council), emergency plan (Community Services).
- Approval of its minutes as true and correct records.
- Monitor and make recommendations to the Council for the use of Earmarked Reserves and RCF
- Review the Financial Regulations annually and make recommendations to Council.
- Receive and review the reports from the Internal Auditor before presentation to Town Council for adoption.
- Track and review the budget vs actual spending across the Council based on September figures providing a report with recommendations to the Town Council.
- Considering investment opportunities.
- Debt management (considering bad debt write-off proposals at year end).
- IT (split with Business Improvement Board) responsibility to IT infrastructure and systems used by FTC as well as service and maintenance contracts with the exception of the Rufus Centre Website (Council).
- Organising of all Civic Events (Community).
- Recycling and Environmental Impact including energy efficiency (Community for public realm, Business for Rufus Centre)
- Annual residents survey and any other surveys.
- Any other matters that may be delegated to it by the Council from time to time.

Other responsibilities:

- Health and Safety to ensure compliance with health and safety Personnel
- Liaising with the Unitary Authority on matters pertaining to the Committee.
- Liaising with the police and other outside bodies on matters pertain to the Committee.
- Commuted sums that fall within the committee's areas of responsibility.

Specific duties:

 To oversee loans, leases (Community for local organisation leases, village hall car park agreement), property (Council) and vehicle insurance (Community), mortgages (Council).

8.	Communications / Public Relations and Marketing	
8.1	To co-ordinate and promote access to Council services and public information and to advise Council on a Communications & Marketing Strategy.	Strategic overview to Committee Operational management to Town Clerk
8.2	To promote the public face of the Council through the management of public and media relations.	Strategic overview to Committee Operational management to Town Clerk
8.3	To promote implementation of the Council's policies in respect of corporate marketing and communication.	Strategic overview to Committee Operational management to Town Clerk
8.4	To advise Council on adoption of a publicity Code and Information & Data Protection Policy	Strategic overview to Committee Operational management to Town Clerk
	Town Council Communications – e.g., Flitwick Papers, website, leaflets, etc.	Committee Operational management to Town Clerk



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21 JULY 2022

LTN 7 | NON-COUNCILLOR MEMBERS OF COMMITTEES

Introduction

- This Legal Topic Note outlines the circumstances in which local councils may appoint non-councillors to council committees and sub-committees. Non-councillors may be appointed to different types of committees:
 - a. Committees and sub-committees are appointed to discharge the functions of a council. However, such committees and sub-committees must include at least one councillor (section 102 (3) of the Local Government Act 1972) ("the 1972 Act"); and
 - b. Advisory committees and sub-committees that are appointed advise a council in any matter relating to the discharge of their functions (pursuant to section 102 (4) of the 1972 Act). Advisory committees and sub-committees may be wholly comprised of persons who are not members of the council. In practice and dependent on their terms of reference, advisory committees are usually comprised of both councillors and those who are not members of the council. Councils often refer to advisory committees and sub-committees as working parties/groups/panels. The NALC view is that such groups still have the status of council committees or sub-committees.
- 2. There is additional guidance about advisory committees in Legal Topic Note 1 (Councils' Powers to Discharge their Functions).

What is the power?

3. Section 102 (3) of the 1972 Act provides that a local council can appoint persons who are not its members to committees and sub-committees, including joint committees and sub-committees.

Does the power apply to all committees?

4. The power in section 102 (3) is drafted very broadly and applies to a council's committees and sub-committees, including joint committees and sub-committees other than a committee for regulating and controlling the finance of the local authority or of their area.



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Why appoint non-councillors?

5. Non-councillor members may be appointed to a committee or subcommittee because they can offer specialist knowledge or expertise in the work of the committee or sub-committee or because they represent sections of the local community that are relevant to the work of the committee or sub-committee. For example, an open spaces or recreational facilities committee may include non- councillors representing local sports clubs or schools.

What disqualifies non-councillors from being appointed as committee members?

- 6. Section 102 (3) of the 1972 Act provides that a person can be appointed as a non-councillor member of a committee or sub-committee unless they have been disqualified pursuant to section 104 of the 1972 Act. Section 104 confirms that a person is disqualified if he would be disqualified from being elected or being a member of a local authority pursuant to Part V of the 1972 Act. Section 80 of the 1972 Act sets out the circumstances in which a person is disqualified from being a council member in England. In summary, a non-councillor cannot sit on a committee if they:
 - a. hold any paid office or employment (other than the office of chair, vice-chair or deputy chair) to which they have been appointed by the council or any committee or sub-committee of the council, or by a paid officer of the council, or by any joint committee on which the council is represented; or
 - b. are the subject of a bankruptcy restrictions order or interim bankruptcy order; or
 - c. have within five years before the day of the election, or since their election, been convicted in the UK, Channel Islands or Isle of Man of any offence and has had passed on him a sentence of imprisonment of at least three months (whether suspended or not) without the option of a fine; or
 - d. have been found guilty of corrupt or illegal practices or were responsible for incurring unlawful expenditure and the court orders their disqualification.
 - e. Are subject to the notification requirements of Part 2 of the Sexual Offences Act 2003 (section 81A of the 1972 Act, in England) – see Legal Topic Note 8 (Elections).
- 7. Further details in respect of the disqualification of persons who can be elected as councillors (and, by virtue of section 102 (3), non-members) are set out in Legal Topic Note 8.



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What are the qualification requirements?

8. Persons wishing to become councillors may only do so if they meet the qualification requirements set out in section 79 of the 1972 Act (also see Legal Topic Note 8. These qualification provisions, however, do not apply to non-councillor members of committees.

Do non-councillor committee members have voting rights?

- By virtue of section 13 (1) and (7) of the Local Government and Housing Act 1989 ("the 1989 Act"), non-councillor members of committees and subcommittees do not have voting rights. There are five important exceptions to this rule.
- 10. Sections 13 (3) and (4)(e) of the 1989 Act confirm that non-councillor members of advisory committees and sub-committees have voting rights.
- 11. Regulation 3 of The Parish and Community Councils (Committees) Regulations 1990 confirms that non-councillor members of committees and sub-committees have voting rights in respect of:
 - a. management of land owned or occupied by the council.
 - b. the functions of the council as a harbour authority (as defined in section 57(1) of the Harbours Act 1964).
 - c. function under section 144 of the 1972 Act relating to the promotion of tourism, and
 - d. any function under section 145 of the 1972 Act relating to the management of a festival.

The term "management" does not include making decisions about the total amount of money which may be spent by the council in a financial year in respect of land or a festival.

Are non-councillors committee members subject to the council's code of conduct?

- 12. In England, a local council has a duty to adopt a code of conduct (section 27 (2) of the Localism Act 2011). In Wales, a council has the same duty (section 51 of the Local Government Act 2000). The non-councillor members of a committee or sub-committee are subject to the council's code of conduct if they are entitled to vote on any question which falls to be decided at any committee meeting or sub-committee.
- 13. Legal Topic Note 80 (Members' conduct and the registration and disclosure of their interests (England)) provides guidance about the obligations of councillors and non-councillors in England.



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Other matters

14. Non-councillor members of committees will be required to comply with the council's standing orders and will have the same rights as members of the public to attend meetings of the council or other committees of which they are not members. This applies to all non-councillor members of committees – even where they are councillors of other authorities.

Other Legal Topic Notes (LTNs) relevant to this subject:

LTN	Title	Relevance
1	Councils' powers to discharge their functions	Explains the different ways councils that can discharge their functions – including the use of committees, sub-committees, advisory committees.
5	Parish and community council meetings	Explains the statutory and other requirements for committee and sub-committee meetings.
8	Elections	Sets out the power to co-opt persons onto a local council and explains the circumstances in which non-councillors will be unable to sit on committees.
80	Members' conduct and the registration and disclosure of their interests (England)	Explains the provisions of the Localism Act 2011.

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Constitution of a Charitable Incorporated Organisation whose only voting members are its charity trustees

OCTOBER 2016

Charitable Incorporated Organisation: Model constitution for a CIO whose only voting members are its charity trustees

('Foundation' model constitution)

This document is a Charity Commission model constitution for a Charitable Incorporated Organisation (CIO). If you want to set up a CIO, you will find it easiest to use one of our model constitutions.

This guidance briefly explains:

- · What a CIO is
- · How to decide whether the CIO is the right form for your charity
- How to choose the right model constitution
- · How to complete the model constitution and register as a charity
- · Where to get more information and advice

There are notes explaining key points about each clause in the model constitution, to help you decide how to complete it.

We also have more detailed guidance on CIOs available on our website.

What is a Charitable Incorporated Organisation?

The Charitable Incorporated Organisation (CIO) is a new legal form for a charity. It has been created in response to requests from the charitable sector. It is a new incorporated form of charity which is not a limited company or subject to company regulation.

The Charities Act 2011 creates the basic legal framework for the CIO. This framework is completed by regulations:

- the Charitable Incorporated Organisations (General) Regulations 2012 ('General Regulations'); and
- the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012 ('Dissolution Regulations').

Is the CIO the right structure for our charity?

Choosing the right legal structure and governing document is one of the first and most important decisions that the founders of a charity need to make. It will affect:

- how easy it will be to set up and run the charity
- \cdot how easy it will be to make changes in the future

Notes

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- whether the charity can have a voting membership
- whether the charity can itself own premises, employ staff or enter contracts, or whether the trustees will have to do this personally.

With the introduction of the CIO, there are four main legal forms that charities may take. We produce model governing documents for each of these forms:

- · Trust (governing document: trust deed; could also be created by a will);
- · Unincorporated association (governing document: constitution or rules);
- Company limited by guarantee (governing document: memorandum and articles of association for company formed before September 2009; articles of association for company formed since then);
- · CIO (governing document: constitution).

An incorporated form, CIO or company limited by guarantee, may be suitable for a charity that will:

- own land in its own name
- control substantial funds or assets
- enter into contracts, for example by employing staff, or
- engage in charitable activities involving financial risks

Some points to note about CIOs:

- A CIO is a corporate body (like a company) that can own property, employ staff and enter into other contracts in its own name (rather than in the names of the trustees).
- Members of a company limited by guarantee have limited liability for its debts if it winds up(they only have to pay a fixed amount). Members of a CIO may either have no liability at all or (like a company) limited liability for its debts.
- Because they have additional legal protection, members of a corporate body (Company or CIO) must comply with extra regulations.
- Unlike companies, CIOs do not have to register with Companies House.
- Unlike companies, CIOs will not be fined for administrative errors like late filing of accounts, but some breaches of the CIO Regulations are legal offences.
- All CIOs must register with the Commission, regardless of their income. It follows that an exempt charity cannot be a CIO, and CIO may be unsuitable for other types of charity that don't have to register. (See our guidance on types of charity that don't have to register.)

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- CIOs must produce accounts under charity law, not company law. This allows smaller CIOs (income below £250,000) to produce simpler receipts and payments accounts.
- To simplify the CIO framework, there is currently no provision for CIOs to issue debentures, or for a register of charges (mortgages etc) over CIO property.

For more information on other legal forms, see our guidance on choosing your charity's governing document. Another useful source of advice is the Get Legal website and online decision tool (www.getlegal.org.uk).

Why are there two different model constitutions for a CIO?

Like companies (which must have both members and company directors) all CIOs must have members and charity trustees. Some CIOs may want the only members to be the charity trustees; others may want a wider membership open to other people.

We have produced two model constitutions for CIOs:

- the 'foundation' model (this model) is for charities whose only voting members will be the charity trustees;
- the 'association' model is for charities that will have a wider membership, including voting members other than the charity trustees.

In practice a CIO using the 'foundation' model will be like an incorporated charitable trust, run by a small group of people (the charity trustees) who make all key decisions. Charity trustees may be appointed for an unlimited time and they will probably appoint new charity trustees.

A CIO using the 'association' model will have a wider voting membership who must make certain decisions (such as amending the constitution), will usually appoint some or all of the charity trustees (who will serve for fixed terms), and may be involved in the work of the CIO.

There are not two different forms of CIO. A CIO with the 'foundation' model could change its constitution to the 'association' model if it wanted a wider voting membership. (This could also happen the other way around, but members who were not trustees would have to agree to give up their membership.) Some changes would need our approval.

Why use one of the Commission's model CIO constitutions?

A CIO's constitution **must** be in the form to be specified by Commission regulations (or as near to that form as the circumstances allow). These regulations will specify that the constitution should be in the form of one of our model constitutions. This still allows some flexibility, as explained in the guidance notes on the model. The constitution **must** be in English if the CIO's principal office is in England, but may be in English or Welsh if the principal office is in Wales.

A CIO's constitution **must** include certain provisions to comply with the Charities Act 2011 (the 2011 Act) and the General Regulations. However the 2011 Act and General Regulations do not prescribe an exact wording.

There are other provisions that **must** be included **if** they apply to a particular CIO. If they do not fully apply, the constitution **must** explain to what extent or how they apply.

We have included other provisions in this model constitution because:

- · they reflect good practice that we recommend
- · they remind the trustees about a legal requirement
- the constitution would not work properly without them, or
- charities have said that it would be a useful option and it would be helpful to have standard wording

Using one of the Commission's models will help to ensure that you include all of the constitutional provisions that your CIO will need:

- to meet the requirements of the law
- to comply with good practice, and
- to be practical and workable

The guidance notes will prompt you to think about whether you may need to include particular powers.

The 2011 Act and the General Regulations don't require you to use a particular wording, but the wording in our models has been carefully considered and also informed by specialists in the charity sector. Using one of our models will also mean that there will be fewer questions for us to ask and consider when you apply for charity registration.

How do we become a CIO?

i) New charities

To set up and register a new CIO, follow the procedure set out below under Next steps.

ii) Existing charitable trusts and unincorporated associations

An existing unincorporated charity can only change to a CIO by:

- setting up and registering a new CIO (in the same way as for a new charity), then
- transferring its property and operations to the CIO.

You should check whether your charity can transfer its property in this way, or whether you need authorisation from the Commission. Once the transfer is complete, the original charity can normally be wound up and removed from the register, but different arrangements may apply to charities with permanent endowment (see below).

iii) Existing charities with permanent endowment

Some charitable trusts have property (land or investments) that cannot be expended as income. Property restricted in this way is called permanent endowment. This may include land that must be used in a particular way for the purposes of the charity.

- Often, these charities have no power to wind up or transfer their permanent endowment.
- CIOs cannot hold permanent endowment as part of their own (corporate) property.

The General Regulations make special provision to enable charities with permanent endowment to transfer to a CIO. The trustees of the permanently endowed charity need to:

- set up and register a new CIO with the Commission, then
- make a vesting declaration under section 310 of the 2011 Act (as amended by the General Regulations), transferring all property of the original charity to the new CIO.

The vesting declaration will:

- · transfer expendable property to the CIO as part of its corporate property
- vest legal title to the permanent endowment in the CIO, to be held on its original trusts
- appoint the CIO as trustee for the permanent endowment trust and give it the powers of a trust corporation for that trust
- mean that the CIO and the permanent endowment trust are treated as a single charity for registration and accounting purposes (they won't need to register separately or produce separate accounts).

If charities use a vesting declaration to carry out a merger, they must record it in the Register of Mergers. Vesting declarations are legal documents, so you may need advice from a solicitor or other professional.

There are circumstances in which permanent endowment can be spent; it is not absolutely protected.

For further information see our general guidance on CIOs.

iv) Existing charitable companies and industrial and provident societies

Once all of the provisions are in force, it will also be possible for an existing charitable company or charitable industrial and provident society to convert directly into a CIO; there are specific procedures for this.

To manage demand, the Commission is phasing in the introduction of the CIO and not all of these options will be available immediately. Please see our general guidance on CIOs for details.

What guidance should we consider before we begin?

- There is comprehensive guidance on setting up and registering a charity on our website.
- We also have more detailed guidance on CIOs.
- The Essential Trustee sets out the basics that all charity trustees need to know.

Next steps

1. Completing the constitution

Please note – we are publishing the model constitutions in this format (PDF) to help charities and their professional advisers to prepare for the implementation of the CIO. We are currently looking into more flexible and user-friendly formats that will make it easier for promoters to complete the constitution.

Once you have decided to apply to register a CIO and have chosen the correct model constitution, please read the constitution and accompanying guidance notes carefully. In the guidance notes we say that something '**must**' be included in the constitution if it is a legal requirement in the 2011 Act or the General or Dissolution Regulations. We say that something '**should**' be included if we consider it to be minimum good practice. We 'recommend' that you include other provisions to help ensure the smooth running of the CIO in future.

There are guidance notes on each clause explaining what it is for, and whether you **must** or **should** include (all or part of) it, and whether it **may** or **should** be amended to fit the circumstances. Even where clauses are completely optional, however, we advise you to follow the model provisions or suggested alternatives unless there is a particular need, in the interests of your charity, to do otherwise.

Some clauses contain options for you to choose from and blank spaces that you will need to fill in.

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If you want to add any special or complex provisions that you have drafted yourself, you may need advice from a solicitor or other adviser. We may need more time to look at any specialist changes. Please make clear what changes you make, and why they are necessary. This will help us to consider your application as quickly as possible. We cannot guarantee to accept every organisation which uses one of our models as charitable. We must consider each case separately.

When you have finished, please check that you have:

- filled in all the blanks,
- · deleted any clauses which you don't need; and
- numbered the remaining clauses (and sub-clauses) in sequence (including cross-references).
- 2. Applying to register

To register a new charity, apply online. If you cannot apply online, please contact us using the link from our website homepage.

3. How long will it take?

We can normally make a decision in 40 working days if an organisation:

- can use our model wording for its objects (Example charitable objects on our website);
- · shows that its activities are or will be consistent with the objects;
- shows that any private benefit is only incidental and is properly managed; and
- · uses our model governing document.

Other applications will need closer consideration and so will take longer.

These explanatory notes are for advice and reference only and do not form part of the text of the constitution.

Inserting the date of the constitution is good practice, and helps to ensure everyone has the same document. The date to enter here is the date the constitution, or any amendment to it, has been registered by the Commission, as this is when it comes into effect. Leave this undated until the constitution has been registered.

Clause 1 - Name - You must include the name of the CIO in the constitution. In general, the Commission can accept any charity name unless it would be misleading, offensive or too similar to the name of an existing charity (unless the CIO is replacing that charity). The Commission has powers to require a charity to change its name if this happens Further information on this is provided in our publication Registering as a charity (CC21) and in our Operational Guidance (OG330 - Names of charities), which are available on our website. There are also legal restrictions on using the same name as an existing company (unless it is a charitable company that is converting to a CIO) or as a former company or CIO that underwent insolvent liquidation - if in doubt seek professional advice.

Clause 2 - Principal office – The constitution must state whether the CIO's principal office is in England or Wales.

Clause 3 - Objects - The CIO must have exclusively charitable objects which you must set out in the constitution. Guidance on appropriate wording is available on our website. The key elements to include are:

- the purpose or purposes for which the CIO is being established;
- the people who can benefit; and, if appropriate;
- any geographic limits defining the area of benefit. If you include an area of benefit, it is common to define it by reference to a local government area: this has the advantage of clarity and simplicity, but can create problems if the area is subsequently altered or abolished. If this happens in future, contact the Commission for advice on amending the objects.

NB. If you cannot fit your objects in the space provided, please include them on a separate piece of paper and submit this with the constitution

Constitution of a Charitable Incorporated Organisation whose only voting members are its charity trustees

('Foundation' model constitution)

Date of constitution (last amended):

... Need to enter date of meeting when agreed

1. Name

The name of the Charitable Incorporated Organisation ("the CIO") is

....Flitwick Town Mayor's Charity

2. National location of principal office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

3. Object[s]

The object of the CIO is which one

TO OR FOR THE BENEFIT OF SUCH CHARITABLE PURPOSE OR PURPOSES ACCORDING TO THE LAWS OF ENGLAND AND WALES OR SUCH CHARITABLE INSTITUTION, IN PARTICULAR FOR THE BENEFIT OF THE RESIDENTS OF FLITWICK AS THE TRUSTEES SHALL DECIDE

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with [section 7 of the Charities and Trustee Investment (Scotland) Act 2005] and [section 2 of the Charities Act (Northern Ireland) 2008]

4. Powers

The CIO has power to do anything which is calculated to further its object[s] or is conducive or incidental to doing so. In particular, the CIO has power to:

- borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the C

If the CIO needs to be recognised as a charity in Scotland and/or Northern Ireland you will need to include the relevant parts of the wording in square brackets to meet the requirements of charity law in those countries

Clause 4 - Powers - The Charities Act 2011 ('2011 Act') gives a CIO power to do 'anything which is calculated to further its purposes or is conducive or incidental to doing so'. Strictly speaking this is the only power a CIO needs. It can, however, be helpful to state certain powers explicitly in the constitution. In particular, a stated power to borrow [(1)] may reassure potential lenders. For this reason we recommend that you include the example powers set out in the model (these include powers to buy, sell and lease property, employ staff and delegate investment management to a professional fund-manager). You may add other express powers here if you wish to.

You may include a constitutional provision restricting the general power in the 2011 Act. You must only include such a restriction if it is in the CIO's interests. You must not restrict the CIO's powers in a way that prevents it from disposing of its property. Restrictions on the powers are not provided for in this model and we recommend that you seek appropriate advice if you are considering this.

Clause 5 - Application of income and property - We recommend that you include this clause.

(1) reflects the provisions in the 2011 Act about a CIO charity trustee's entitlement to reasonable expenses and that they may benefit from trustee indemnity insurance. We recommend that you include it in the constitution, to inform people involved with the charity.

(2) reflects charity law requirements that the income and property of a CIO must be applied solely to further its objects and not to benefit the members or charity trustees (except as permitted by the governing document (see clause 6) or other express power). The trustees have a duty to ensure that the funds are correctly applied in accordance with this principle.

Clause 6 - Benefits and payments to charity trustees and connected persons – Charity trustees may only benefit from their charity if they have express legal authorisation to do so (such as a clause in the constitution). This restriction extends to people closely connected to a trustee ('connected persons' – this term is defined in the interpretation clause). You should include this clause so that charity trustees

- (4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause:
- (5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

5. Application of income and property

- The income and property of the CIO must be applied solely towards the promotion of the objects.
 - (a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
 - (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.
- (3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

- buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the CIO;
- (c) be employed by, or receive any remuneration from, the CIO;
- (d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

are clear about the restrictions that apply to them; and unless you include it, the statutory provisions will apply. Even where trustees are allowed to benefit from the CIO, this must only happen where the benefit is in the interests of the CIO. Our guidance *Trustee expenses* and payments (CC11) provides more information about trustee benefits.

(2)

The model clause permits a minority of the charity trustees or connected persons to receive payments and other benefits in certain instances (such as for goods and services they supply to the CIO), subject to the stated controls. The option also allows other types of trustee benefit, subject to the Commission's prior consent.

You may restrict the benefits that the charity trustees will be allowed receive by altering these clauses, but if you later need to undo any of the restrictions it will require the Commission's consent to do so. Trustees do not have to use these powers just because they have them – we suggest you may find it simpler to keep to the model wording.

None of these options allows trustees to receive payment for acting as a trustee.

(2)(a) If all of the trustees will benefit from the activities of the CIO (for example, by using facilities available to all inhabitants of the area, such as a community centre), you may wish to substitute the following wording: "A charity trustee or connected person may receive a benefit from the CIO as a beneficiary provided that it is available generally to the beneficiaries of the CIO'

(2)(d) – The CIO should document the amount of, and the terms of, the trustee's or connected person's loan.

Scope and powers permitting trustees' or connected persons' benefits

- (a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods ("the supplier").
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

- (c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- (f) The reason for their decision is recorded by the charity trustees in the minute book.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.
- (4) In sub-clauses (2) and (3) of this clause:
 - (a) "the CIO" includes any company in which the CIO:
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more directors to the board of the company;
 - (b) "connected person" includes any person within the definition set out in clause [30] (Interpretation);

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- (2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Clause 7 - Conflicts of interest and conflicts of loyalty - The General Regulations provide that a charity trustee of a CIO must not take part in any decision from which they would directly or indirectly benefit personally, unless they cannot reasonably be regarded as having a conflict of interest. This clause reminds the trustees of this requirement and also reflects wider good practice on managing conflicts of interest and conflicts of loyalty. We recommend that you include it.

Clause 8 - Liability of members -The constitution must state whether members of the CIO *either*

- (a) have no liability to contribute to the assets of the CIO if it is wound up [option 1] or.
- (b) will be liable to contribute up to a maximum amount each if the CIO cannot meet its financial obligations when it is wound up [option 2].

Choose one option and delete the other. There is no preference or requirement in the legal framework for members to be liable to contribute anything.

If you choose option 2, you must insert the maximum amount (normally a nominal sum such as £1 or £10) for which members will be individually liable.

Clause 9 - Charity trustees

(1) This clause explains the charity trustees' legal function, legal duty to act in good faith, and statutory duty of care. We recommend that these should be set out in the constitution. The trustees cannot adopt a lower duty of care.

(2) You should include provisions setting out who is eligible to be a charity trustee of the CIO.

Sub-clause (a) requires all trustees to be individuals. It is legally permissible for a corporate body to be a charity trustee, but we would advise against a trustee body including both individuals and one or more corporate bodies.

Clauses 9-13 are drafted on the basis that the CIO will be governed by a trustee body made up of a number of individuals. If there is a good reason why the CIO will be administered by a single trustee (eg a corporation) or have any other trusteeship arrangement, you will need to amend these clauses, and should seek your own professional advice. Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. Liability of members to contribute to the assets of the CIO if it is wound up

If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Charity trustees

(1) Functions and duties of charity trustees

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- (a) to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - any special knowledge or experience that he or she has or holds himself or herself out as having; and,

The suggested provisions in (b) reflect the law and (c) is based on good practice. Note that there are offences under the General Regulations concerning legally disqualified individuals acting as trustees.

If there are to be additional conditions for eligibility to be a charity trustee (beyond the legal restrictions), these must be stated in the constitution. For example, some charities add requirements to ensure that trustees have particular knowledge or experience (eg of the locality in which the CIO operates or of issues relevant to the people that the CIO serves).

(2)(d) Contains an optional restriction on the proportion of charity trustees who are under 18. The Commission encourages charities to involve young people in their governance in whatever ways are appropriate in the circumstances, but advises against having a board made up entirely of people under 18. CIO trustees cannot be under 16.

(3) The General Regulations require that the constitution must state the minimum number of charity trustees, if more than one.

We recommend setting and including minimum and maximum numbers of charity trustees.

A CIO can have a fixed number of trustees or a range between a maximum and minimum (which will give the CIO more flexibility). Option 1a provides for a specified maximum number. Option 1b provides for no maximum limit. Option 2 provides for other trustee appointment arrangements in accordance with clause 13 (see below).

Choose Clause 9(3) Option 1 (and Option 1 a or b) and Clause 10 Option 1 or

choose Clause 9(3) Option 2 and Clause 10 Option 2 (selecting the relevant parts of each section). Delete the options that you have not chosen.

For good practice, a CIO should have at least three charity trustees. If the number of trustees falls below the minimum specified in the constitution, the provisions in clause 12(3) will enable the remaining charity trustees to appoint new trustees and prevent the CIO from becoming inoperable. (ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) Eligibility for trusteeship

- (a) Every charity trustee must be a natural person.
- (b) No individual may be appointed as a charity trustee of the CIO:
 - if he or she is under the age of 16 years; or
 - if he or she would automatically cease to hold office under the provisions of clause [12(1)(e)].
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- [(d) At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.]

(3) Number of charity trustees

A CIO should have enough charity trustees to effectively carry out their duties, but not too many so that it becomes impractical to hold effective trustee meetings where everyone can participate in decision making. We suggest a maximum of 12 trustees, but you may choose a higher or lower number depending on the CIO's needs.

(4) The General Regulations require that the constitution must state the names of the first charity trustees.

We recommend that you 'stagger' the terms of office of the first trustees to ensure that they do not all stand down at the same time. For example, if there are three trustees, one might be appointed for four years, one for three years and one for two years.

10 - Appointment of charity trustees - The constitution must make provision about the appointment of one or more persons to be Charity trustees.

This clause contains two options. Choose the corresponding options in Clause 9(3) and Clause 10.

Option 1 provides for new trustees to be appointed by the current trustees. This is the simplest, and likely to be the usual, arrangement for most foundation CIOs.

Option 2 provides for new trustees to be appointed in different ways including appointment by the current trustees, ex-officio (ie by virtue of holding a certain office, eg the local vicar) and nomination by another organisation. If you use option 2 you will need to amend it to meet the CIO's particular circumstances depending on the combination of different methods of appointment that will apply. These additional appointment methods are usually only appropriate for charities operating in particular local areas or with links to particular bodies, and where it is desired to involve members of local councils, local churches or other external organisations on the trustee body.

Option 2

(a) There should be:

Not less than three nor more than 5 appointed trustees; 1 ex officio trustee; and not less than 3 nor more than 5 nominated trustees.

- (b) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.
- (c) The maximum number of charity trustees that can be appointed is as provided in sub-clause (a) of this clause. No trustee appointment may be made in excess of these provisions.

(4) First charity trustees

The first charity trustees are as follows[, and are appointed for the following terms] -

Andrew James Snape	[for [4] years]
.Ronald John Roberts	[for [3] years]
.Clare Thompson	[for [2] years]

10. Appointment of charity trustees

- Apart from the first charity trustees, every trustee must be appointed [for a term of three years] by a resolution passed at a properly convened meeting of the charity trustees.
- (2) In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

it is good practice for trustees to be appointed for a fixed term, but you may instead provide for appointed trustees to be appointed indefinitely (ie for life or until they retire), in which case, delete the words in square brackets in clauses 9(4) and 10(1).

[(2) Ex officio Trustee[s]

- (a) The Town Clerk & Chief Executive of Flitwick Town Council shall automatically ("ex-officio") be a charity trustee, for as long as he or she holds that office.
- (b) If unwilling to act as a charity trustee, the office holder may:
 - before accepting appointment as a charity trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity; or
 - after accepting appointment as a charity trustee, resign under the provisions contained in clause [12] (Retirement and removal of charity trustees).

The office of ex officio charity trustee will then remain vacant until the office holder ceases to hold office.

Clause 11 - Information for new charity trustees - This clause represents good practice; we recommend that you include it. It is vital for new trustees to have easy access to the information and training that they need in order to become effective members of the trustee body.

11. Information for new charity trustees

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) a copy of the current version of this constitution; and
- (b) a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

Clause 12 - Retirement and removal of charity trustees - The General Regulations require that the constitution must contain provisions setting out how charity trustees (and members) may retire or otherwise cease to hold office. The provisions in the model follow recommended good practice. There is an optional provision (sub clause (3)) to ensure that trustees do not serve for more than three consecutive terms, which may help to encourage regular turnover and change on the trustee board. (It is good practice to aim for a balance between continuity and change.)

Clause 13 - Taking of decisions by charity trustees - The power to take decisions by resolution in writing or electronic form outside meetings is optional, but if the trustees intend to use it, it must be included in the constitution. This sub-clause sets out the procedure for written resolutions

12. Retirement and removal of charity trustees

- (1) A charity trustee ceases to hold office if he or she:
 - retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
 - (c) dies;
 - (d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- (2) Any person retiring as a charity trustee is eligible for reappointment.
- [(3) A charity trustee who has served for [three] consecutive terms may not be reappointed for a [fourth] consecutive term but may be reappointed after an interval of at least [one year].]

13. Taking of decisions by charity trustees

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing [or electronic form] agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that
 - a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
 - the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve [within 28 days of the circulation date].

Clause 14 - Delegation by charity trustees - This power is optional. We recommend you include it for the smooth-running of the CIO. The General Regulations give charity trustees of a CIO automatic power to delegate tasks to subcommittees, staff or agents; but without this additional constitutional power, the trustees will be unable to delegate any power to make decisions.

Sub-clauses (2)(a)-(c) reflect minimum good practice and are safeguards that should not be removed or diminished.

Clause 15 - Meetings of charity trustees - The General Regulations require that the Constitution must include provisions for the calling and running of meetings including the minimum number of trustees who shall form a quorum, appointment of a chair and, if trustees will be able to demand a poll (a counted vote, normally with voting papers), the procedure for conducting such a poll. The provisions in this model are good practice recommendations.

We have not included provision for trustees to demand a poll in this model constitution as feedback from our consultations suggested that most charities did not feel it was appropriate.

(3)(a) We recommend that the quorum for trustee meetings should not be less than one third of the number of trustees.

(3)(c) It is common, but not obligatory, for the Chair to have a casting vote. You may include or delete this power.

(4) – This clause is optional, but will be required if one or more of the CIO's trustees may from time to time participate in meetings by telephone or other electronic means where participants may not all be able to see and hear each other.

14. Delegation by charity trustees

- (1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.
- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
 - (a) a committee may consist of two or more persons, but at least two members of each committee must be a charity trustee;
 - (b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
 - (c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

15. Meetings of charity trustees

(1) Calling meetings

- (a) Any charity trustee may call a meeting of the charity trustees.
- (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) Chairing of meetings

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

(3) Procedure at meetings

(a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three charity trustees, or the number nearest to one third of the total number of charity trustees,

whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

Clause 16 - Membership of the CIO - A CIO must have one or more members. In this model constitution the charity trustees are the only members and become members automatically. If the CIO is going to have a wider voting membership you will need use the Association Model Constitution.

The constitution must set out who is eligible for membership and how someone becomes a member. The constitution must contain provision for retirement and termination of membership. This model clause fulfils these requirements.

The General Regulations have been drafted on the basis that all members of a 'foundation' CIO will be charity trustees, and they will case to be members of the CIO when they cease to be trustees.

Clause 17 – Informal or associate (non-voting) membership – We advise CIOs to include this power if they contemplate having an informal (associate) membership. Membership of this kind does not count as membership for legal purposes, for example in terms of voting rights, legal obligations to act in the interests of the charity or any liability to contribute to the assets of the CIO on dissolution.

Clause 18 – Decisions which must be made by the members of the CIO – we recommend that you include these powers and provisions in full

- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- [(c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.]

(4) Participation in meetings by electronic means

- (a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- (b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16. Membership of the CIO

- The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.
- (2) Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

[17. Informal or associate (non-voting) membership

- (1) The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- (2) Other references in this constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.]

18. Decisions which must be made by the members of the CIO

- (1) Any decision to:
 - (a) amend the constitution of the CIO;
 - (b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or

Commented [AS1]: Suggest we leave this in there for future use - we might want to allow FTC members to be given associate membership for example.

(1) This sub-clause acts as a reminder that certain decisions must be made by the members, rather than by the trustees (although in practice they are the same persons).

(2) This sub-clause allows decisions of the members to be made at a general meeting or by written resolution.

(3) The decisions specified in (1) are subject to special requirements; this sub-clause acts as a reminder of those requirements.

(4) This sub-clause sets out the procedure for written resolutions

(c) wind up or dissolve the CIO (including transferring its business to any other charity)

must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

- (2) Decisions of the members may be made either:
 - (a) by resolution at a general meeting; or
 - (b) by resolution in writing, in accordance with sub-clause (4) of this clause.
- (3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause [28] (amendment of constitution), clause [29] (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.
- (4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
 - a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - (b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated.

19. General meetings of members

(1) Calling of general meetings of members

The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause [18] (Decisions which must be made by the members of the CIO).

Clause 19 - General meetings of members – The General Regulations state that the constitution must make provision about the holding and calling of general meetings, and procedure at such meetings including the minimum number of members who shall form a quorum, whether members can demand a poll, and the procedure for conducting such a poll. The provisions in this clause are good practice recommendations.

(1) In a CIO with the 'foundation' model constitution, all of the members are trustees, so the trustees may decide which of their meetings should be treated as a general meeting of the members (subject to the notice requirements in (2)).

(2)(a) The minimum period of notice for general meetings should be reasonable in the CIO's particular circumstances, to enable as many members (trustees) as possible to participate in such decisions. For the decisions mentioned in clause 18(1) the period of notice is specified as 14 days in the General Regulations.

(3) This sub-clause means that the usual procedural provisions for trustees' meetings will also apply when they meet as members.

Proxy voting –The General Regulations stipulate that members can only vote by proxy if there is a specific provision in the constitution, which must set out:

(a) how a member appoints a proxy;

(b) the rights of the proxy; and

(c) how the appointment is terminated.

For recommended wording (which does not form part of this model), please see the Appendix to this constitution.

Postal voting – The General Regulations stipulate that members can only use postal votes if there is a specific provision in the constitution, which must make provision about the circumstances in which, and the way in which, such votes may be given.

For recommended wording (which does not form part of this model), please see the Appendix to this constitution.

Clause 20 – Saving provisions – We recommend that you include this clause, to reduce the risk of trustees' decisions being declared invalid for purely technical reasons. This is, however, also covered in the General Regulations.

Notice of general meetings of members

- (a) The minimum period of notice required to hold a general meeting of the members of the CIO is [7] days.
- (b) Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.
- (c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

(3) Procedure at general meetings of members

The provisions in clause 15 (2)-(4) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

20. Saving provisions

(2)

- Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:
 - who was disqualified from holding office;
 - who had previously retired or who had been obliged by the constitution to vacate office;
 - who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

(2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for sub-clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

Clause 21 - Execution of documents - We recommend that you include this clause, for clarity about how documents may be validly executed on behalf of the CIO. It includes provision for use of a seal, which the General Regulations stipulate must be included if the CIO is to have a seal (but there is no requirement to have one). The General Regulations require the full name of the CIO to be clearly written on the seal, and failure to comply with this is an offence.

Clause 22 – Use of electronic communications – The General Regulations include provisions governing the use of electronic communication, and we recommend that CIO trustees familiarise themselves with the requirements. Failure to comply with the requirement to provide a hard copy would constitute an offence.

The General Regulations state that if the CIO intends to automatically use electronic communication or a website to send formal communications to members, this must be stated in the constitution, which must also set out the circumstances in which this will happen. For suggested wording, please see the appendix to this constitution.

Clause 23 – Keeping of registers – This clause reflects the requirements in the General Regulations that the ClO keeps registers of members and charity trustees and makes this information available for inspection by interested persons. This does not have to be stated in the constitution but is included to serve as a reminder.

Clause 24 - Minutes - This clause reflects the requirements of the General Regulations regarding record keeping. We recommend that this clause is included, to remind the trustees of their responsibilities.

21. Execution of documents

- (1) The CIO shall execute documents either by signature or by affixing its seal (if it has one)
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.
- (3) If the CIO has a seal:
 - (a) it must comply with the provisions of the General Regulations; and
 - (b) the seal must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees.

22. Use of electronic communications

[(1) General]

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- (b) any requirements to provide information to the Commission in a particular form or manner.

23. Keeping of Registers

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees.

24. Minutes

The charity trustees must keep minutes of all:

- (1) appointments of officers made by the charity trustees;
- (2) proceedings at general meetings of the CIO;
- (3) meetings of the charity trustees and committees of charity trustees including:
 - the names of the trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate the reasons for the decisions;

Clause 25 - Accounting records (etc) -This clause reflects the trustees' duties under the 2011 Act. We recommend that this clause is included, to remind the trustees of their responsibilities

Clause 26 - Rules – We recommend that this power should be included for clarity, but charities automatically have this power and it does not have to be stated in the constitution. It is important that members are made aware of, and can easily obtain, copies of any rules.

Clause 27 - Disputes - It is good practice to include provisions for dealing with any disputes that arise between members of the CIO. Litigation can be expensive, and litigation about the internal affairs of a charity would almost certainly constitute "charity proceedings", which can be taken only with the Commission's authority. We would usually require the parties to a dispute to have tried mediation first.

Clause 28 - Amendment of constitution - This reflects the CIOs' statutory power of amendment in sections 224-227 of the Charities Act 2011. A CIO's constitution should include these provisions for ease of reference. The constitution of a CIO cannot extend the statutory power of constitutional amendment, but the General Regulations provide that you may include additional restrictions in some or all cases, for example requiring a longer period of notice before the meeting, or a higher majority, for certain changes. Additional restrictions are not provided for in this model and if you are considering this, we recommend that you take appropriate advice. To request the Commission's consent to an amendment or to inform the Commission of an amendment, please complete our online form.

(4) decisions made by the charity trustees otherwise than in meetings.

Copies of minutes will be sent to Flitwick Town Council to be noted by the Council.

25. Accounting records, accounts, annual reports and returns, register maintenance

- (1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- (2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

26. Rules

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

27. Disputes

If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28. Amendment of constitution

As provided by sections 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended:
 - (a) by resolution agreed in writing by all members of the CIO; or
 - (b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members).
- (2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons

Notes connected with them, requires the prior written consent of the Charity Commission.

Clause 29 - Voluntary winding up or dissolution - This clause reflects the provisions of the 2011 Act and the General Regulations and Dissolution Regulations. We recommend that it is included in the constitution for ease of reference. It also highlights that there are other requirements in the Dissolution Regulations that the trustees must comply with, as there are offences for noncompliance. To inform the Commission of your CIO's dissolution, please complete our online form.

(2) The constitution must contain directions about how its property will be applied if it is wound up. Any assets remaining after the payment of debts must be applied for charitable purposes that are similar to those of the CIO.

(4) It is essential for trustees to be aware that if the CIO is unable to meet its financial obligations in full when it is wound up, the provisions in sub-clauses (1)-(3) do not apply, and the relevant provisions of the Dissolution regulations must be followed. Failure to do so is not only an offence, but could lead to personal liability for the trustees.

- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

- As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
 - (a) at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - (i) by a resolution passed by a 75% majority of those voting, or
 - by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
 - (b) by a resolution agreed in writing by all members of the CIO.
- (2) Subject to the payment of all the CIO's debts:
 - (a) Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
 - (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
 - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- (3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
 - (a) the charity trustees must send with their application to the Commission:
 - (i) a copy of the resolution passed by the members of the CIO;

Clause 30 - Interpretation – this clause explains some terms used in the rest of the constitution.

- a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
- a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
- (b) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.
- (4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this constitution:

"connected person" means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- a person carrying on business in partnership with the charity trustee or with any person falling within subclause (a) or (b) above;
- (d) an institution which is controlled -
 - (i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which -
 - the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - two or more persons falling within sub-clause
 (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

"General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012.

"Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **"Communications Provisions"** means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations.

"charity trustee" means a charity trustee of the CIO.

A "poll" means a counted vote or ballot, usually (but not necessarily) in writing.

Appendix

The following provisions do not form part of the 'Foundation' model constitution but are available as options under clauses 19 (General meetings of members) and 22 (Use of electronic communications). For CIOs intending to include these powers in their constitutions, we recommend that you use the following wording. Notes on these clauses are included with the explanatory notes accompanying the clauses in the model.

General meetings of members

(4) Proxy voting

- (a) Any member of the CIO may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CIO. Proxies must be appointed by a notice in writing (a "proxy notice") which:
 - (i) states the name and address of the member appointing the proxy;
 - (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and
 - (iv) is delivered to the CIO in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.
- (b) The CIO may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (c) Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (d) Unless a proxy notice indicates otherwise, it must be treated as:
 - allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

- (e) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the CIO by or on behalf of that member.
- (f) An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
- (g) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (h) If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

(5) Postal Voting

- (a) The CIO may, if the charity trustees so decide, allow the members to vote by post or electronic mail ("email") to elect charity trustees or to make a decision on any matter that is being decided at a general meeting of the members.
- (b) The charity trustees must appoint at least two persons independent of the CIO to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.
- (c) If postal and/or email voting is to be allowed on a matter, the CIO must send to members of the CIO not less than [21] days before the deadline for receipt of votes cast in this way:
 - a notice by email, if the member has agreed to receive notices in this way under clause [22] (Use of electronic communications), including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the CIO, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;
 - (ii) a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.

- (d) The voting procedure must require all forms returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Scrutineers for [name of CIO]', at the CIO's principal office or such other postal address as is specified in the voting procedure.
- (e) The voting procedure for votes cast by email must require the member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.
- (f) Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- (g) The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- (h) The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a charity trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.
- For postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature).
 For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.
- (j) Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.

- (k) The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- (I) Following the final declaration of the result of the vote, the scrutineers must provide to a charity trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- (m) Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the charity trustees, to consist of two trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.

Use of electronic communications

(2) To the CIO

Any member or charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

(3) By the CIO

- (a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- (b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
 - (i) provide the members with the notice referred to in clause 19(2) (Notice of general meetings);
 - give charity trustees notice of their meetings in accordance with clause 15(1) (Calling meetings); [and

- submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 18 (Members' decisions), 18(4)
 (Decisions taken by resolution in writing), or [[the provisions for postal voting] (if you have included this optional provision, please insert the correct clause number here)].
- (c) The charity trustees must -
 - take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
 - send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

Trustees Section of Proposed Charity Constitution

Not less than three nor more than 5 appointed trustees; 1 ex officio trustee; and not less than 3 nor more than 5 nominated trustees.

- (a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.
- (b) The maximum number of charity trustees that can be appointed is as provided in sub-clause (a) of this clause. No trustee appointment may be made in excess of these provisions.

(1) **First charity trustees**

The first charity trustees are as follows, and are appointed for the following terms Andrew James Snape for 4 years

Ronald John Roberts for 3 years

Clare Thompson for 2 years

Ex officio Trustee[s]

- (a) The Town Clerk & Chief Executive of Flitwick Town Council shall automatically ("exofficio") be a charity trustee, for as long as he or she holds that office.
- (b) If unwilling to act as a charity trustee, the office holder may:
 - (i) before accepting appointment as a charity trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity; or
 - (ii) after accepting appointment as a charity trustee, resign under the provisions contained in clause [12] (Retirement and removal of charity trustees).

The office of ex officio charity trustee will then remain vacant until the office holder ceases to hold office.



FLITWICK TOWN COUNCIL

Report to Council 15th August 2023 Application for Charity Bank Account

Implications of recommendations

Corporate Strategy: 'Engage with, and support, the wide variety of voluntary and charitable organisations [...], which help us deliver our aims' and to 'ensure best value' **Finance:** Nil

Equality: N/A Environment: N/A

Background

Each Civic Year, the elected Town Mayor nominates charities and various events are then held to fundraise for the chosen charities. At present, due to the Council being a local authority, the fundraising is subject to VAT and therefore vital funds are reduced. The Council is unable to run crowdfunding campaigns due to its legal status and is excluded from applying to some trusts and foundations.

Introduction

Officers have researched other Town Mayors Charities on the Charity Commission website and the proposed objects¹ in this report are in line with those already registered with the Charity Commission.

To address the current issues of being subject to VAT etc., a good solution would be to set up a Charity. With the Council's approval, the object would be:

"TO OR FOR THE BENEFIT OF SUCH CHARITABLE PURPOSE OR PURPOSES ACCORDING TO THE LAWS OF ENGLAND AND WALES OR SUCH CHARITABLE INSTITUTION, IN PARTICULAR FOR THE BENEFIT OF THE RESIDENTS OF FLITWICK AS THE TRUSTEES SHALL DECIDE"²

The above wording is taken directly from a Town Mayor's charity already set up on the Charity Commission website. Officers recommend utilising this wording as the Charity Commission is likely to approve it, rather than submitting different wording, which could take much longer to be accepted.

The Constitution would be a Charitable Incorporated Organisation, Foundation Model. Attached as Appendix 1 is the Model Constitution document, which is a standard form. This model does not require funds to register and provides limited liability for trustees. The first trustees would be the founding members and the trustees would be responsible for appointing new trustees.

Should the Council agree to set up this charity, the suggested founding members would be:

¹ 'objects' is an official term used by the Charity Commission, which means what the charity is set up to do.

Andrew James Snape Ronald John Roberts Clare Thompson

Attached as Appendix 2 is the trustees' section of the constitution, taken from the standard form mentioned above.

Additional Matters

To give Members an idea on timescales, it can take up to 8 weeks to receive acknowledgement of an application, and a further 8 weeks if the Charity Commission request additional information following the original application.

If approved by the Council, the Charity would have its own bank account with administration of financial activity managed by Officers in the Finance Team.

Officer Recommendations

- 1. Progress with setting up a charity using the Model Constitution circulated.
- 2. To open a bank account for the charity with 2 signatures to approve expenditure, in line with Charity Commission guidelines.
- 3. To agree the suggested Trustees.

Sue Quinn Community Services Assistant

Item 12a i) Flitwick Town Council Summary, Investments & Loans 23/24

01 April to 31 July 2023

	YTD Income	Income Budget	% Budget Achieved		YTD Expenditure	Expenditure Budget	% Budget Spent		TOLERANCES	spend against b	oudget RED
Corporate Services	£ 507,386	£ 1,080,059	47%	Amber	£ 160,648	£ 532,529	30%	Green		25% to 74% 75% to 100%+	AMBER GREEN
Business Improvement & Development Board	£ 278,455	£ 660,300	42%	Amber	£ 193,049	£ 646,010	30%	Green	Expenditure	0% to 74%	GREEN
Community Services	£ 46,961	£ 84,152	56%	Amber	£ 191,127	£ 645,972	30%	Green		75% to 99% 100%	AMBER BLACK
Whole Business	£ 832,802	£ 1,824,511	46%	Amber	£ 544,824	£ 1,824,511	30%	Green	Accepted but	101%+ dget variance 15%	RED 6 (or £100)

Investments Summary 23/24

CCLA Summary Year to Date	(230, 1190/111)
Account balance as of 31 Jul 23:	£ 1,136,000
Cumulative Dividends to 31 Jul 23	B: £ 12,439
Cumulative Dividends to 31 Jul 23	5: ± 12,439

Loans Summary 23/24

PWLB Lending Facility Year to D									
(4061/422, 4062/422)									
Principal Balance Opening 23/24	£	866,892							
Capital paid year to date	£	27,985							
Interest paid year to date	£	1,806							

* July 23: Please Note;

Public Works loan PW494544 started July 2009 for play equipment is now complete.

Item 12a ii) Corporate Services 2023/24

					01-31 July 23 2023/24 Year to date														
-	Cost entre		In	Income Expenditure			Income		Budget	% Budget Achieved		Expenditure		Budget		% Bu Spe			
		1003/101, 1191/101	Admin Income	£	21			£	90	£	100	90%	Green						
		4001/101	Salary Costs			£	15,258							£	54,896	£	211,528	26%	Green
	tion	4003/101, 4009/101, 4011/101, 4033/101,	Other Staff Costs			£	4							£	21	£	1,500	1%	Green
101	istra	4102/101	FTC Internal Rent			£	3,133							£	12,530	£	37,590	33%	Green
	Administration	4020/101, 4021/101, 4022/101, 4023/101, 4025/101, 4040/101, 4056/101	Business Operating Costs			£	2,119							£	11,686	£	52,200	22%	Green
		4017/101, 4058/101, 4059/101, 4103/101	Other Costs			£	132							£	923	£	8,650	11%	Green
_		1		I						-									
	ion	1001/103	Comms Income	£	312			£	312	£	750	42%	Amber						
103	nicat	4024/103, 4046/103	Comms IT / Software			£	-							£	219	£	3,000	7%	Green
F	Communications	4028/103	Advertising Costs			£	-							£	5	£	500	1%	Green
	Con	4045/103	Flitwick Papers Costs			£	-							£	2,078	£	9,500	22%	Green
		1029/422	Local Ground Leases	£	-			£	-	£	4	0%	Red						
	& HR	4027/422, 4041/422, 4057/422, 4156/422, 4160/422	Finance Costs			£	214							-£	574	£	17,200	-3%	Green
422	Finance	4010/422, 4039/422, 4047/422, 4053/422	Other Staff Costs (not Wages)			£	1,118							£	8,307	£	18,500	45%	Green
	Ξ	4061/422, 4062/422	Loans			£	17,944							£	29,791	£	74,841	40%	Green
		4029/422, 4103/422, 4506/422	Other Business Costs			£	4,348							£	16,896	£	32,100	53%	Green
_										_									
	_	1022/106	Flitwick Town Sq Rents	£	-			£	9,500	£	38,000	25%	Amber						
	Other	1176/111, 1190/111	Precept & Interest Rec	£	4,591			£	513,586	£	1,041,205	49%	Amber						
	-	4103/601, 4506/601	Planning Fees			£	46							£	93	£	1,720	5%	Green

Corporate Services Narrative

Jun-23 4003/101 No budget set for travel claims. Costs incurred from Accounts Team for Business Banking following closure of Flitwick Barclays Bank.

Jul-23 4506/422 Legal Fees for land survey included at £3k resulting in 34% overspend against budget. Costs to be claimed back from Barclays Bank in line with lease terms to resolve overspend.

Item 12a iii) Civic 2023/24

			01-31 Ju	uly 2023			2023/24 Ye	ear to date		
Cost Centre			Income	Expenditure	Income	Budget	% Budget Achieved	Expenditure	Budget	% Budget Spent
	1143/102	CURRENT Yr - TM Charity Income	£ 240		£ 907	£ -	n/a			
ses	4143/102	CURRENT Yr - TM Charity Costs		£ -				-£ 33	£ -	
xpen	4210/102	TM Allowance inc Civic Recep.		£ 353				£ 385	£ 4,000	0% Green
ic E	4035/102	Regalia Fund		£ -				£ 428	£ 1,000	43% Green
- Civ	4036/102	Civic Service		£ -				£ -	£ 600	0% Green
102	4103/102	FTC Internal Room Hire		£ -				£ -	£ 600	0% Green
	4502/102	Election Costs		£ -				£ -	£ 7,500	0% Green

Civic Narrative

- May-23 **4107/102** 1 of 2 year end charity donations for 2022/23 mayoral term included above. Final payment completed in June 2023.
- Jun-23 **4107/102** 2022/23 mayoral term charity donations now complete.
Item 12a iv) Rolling Captial Fund & Grant Funding Review 2023/24

(315)	Rolling Capital Programme Opening Balance	£	202,062
(5013)	PLUS RCF Current Year Funding	£	50,000
(5014)	LESS RCF 23/24 Spending to Date	£	39,678
	LESS Committed Spending Remaining	£	92,388
	LESS Overspend Funded by Central RCF	£	-
	PLUS Under spend Funded by Central RCF	£	
2022	/23 RCP Funds Available (Uncommitted)	£	119,996

		PROJECT Details					F	RCF Detai	S				23/24 FU		Details	
	ject de	Project Description	Committee	Minute Ref	RCF Budget Committe	Previous Year's RCF d Spend	23/24 RCF Spend to Date	-	Underspend Returned to RCP	RCF	F Commit Remainir		Additional Project Spend	Funding Received (1177)	Project Budget Remaining	Comments
4212	110	RCF - Nature Park	Community	Del. Auth	£ 3,000	£-	£-	£-	£-	£	3,000	0%	£ 1,550	£ 283,385	£ 281,835	S106 monies remaining: Phase 1 £7,106.89, Phase 2 £274,728 & Plans £1,550 (CBC to be invoiced for S106 once works completed). SL 7/9/22. Planning Consultant RCF approved July 23.
4215	110	RCF - Flit Valley Walk	Corporate & Community	None	£ 2,000			£-	£-	£	831	42%				Greensands grant of £2,405 received (1177/110) in 21/22 in addition to stated budget. 22/23 opening bal £1459. Awaiting final expense for leaflets (estimated at £628)
4803	110	RCF - Manor Park Heritage	Community	809c	£ 28,000	£ 175	£ 27,163	£-	£-	£	662	2%	£ 75,885	£ 75,885	£-	S106 Grants monies approved from CBC - please see project schedule for full breakdown of costs.
4819	110	RCF - Flitwick Town Sq Defib	Community	5213d	£ 1,770	£ -	£ -	£-	£-	£	1,770	100%				
4823	110	RCF - Heritage Website	Corporate	753a 5252a)i	£ 3,800	£ -	£ -	£ -	£ -	£	3,800	100%				
4828	110	RCF - Skate Park Lighting	Community	1036d	£ 21,705	£ 2,359	£ 7,000	£ -	£ -	£	12,346	57%	£ 10,500	£ 10,500	£ -	Partially grant funded - received
4831	110	RCF - Outdoor PA System	Community	5302	£ 1,118	£ 129	£ 874	£-	£ -	£	115	10%				
4833	110	RCF - Town Sq Benches/Plant/Bin	Community	1061	£ 12,102	£ -	£ -	£ -	£ -	£	12,102	100%	£ -	£ 5,600	£ 5,600	Additional funding from Community Cohesion S106 funds received 22/23
4836	110	RCF - CCTV Skate Park & Town Sq	Community	5329c	£ 12,612	£ 10,912	£-	£ -	£ -	£	1,700	13%				08.03.23: CBC annual monitoring and signal transmission expenditure invoice pending for £1,700
4837	110	RCF - Rural Match Fund Benches	Community	5226e	£ 2,000	£ -	£-	£ -	£ -	£	2,000	100%				Resolution made at Council March 2022 confirmed March 2023 to be match funded by CBC - amount TBC
4838	110	RCF - CCTV Data Impact Assess	Community	Del. Auth	£ 1,975	£ 1,625	£ -	£ -	£-	£	350	18%				
4839	110	RCF - Rendezvous Mixer	Business	Del. Auth	£ 1,400	£ -	£ 1,400	£ -	£-	£	0	0%				June 23 - RCF CLOSED
4840	110	RCF Avebury Representation	EO Meeting	5418a	£ 13,550	£ -	£-	£-	£ -	£	13,550	100%				
4841	110	RCF - Deployable CCTV Camera	Council	Del. Auth	£ 907	'£ -	£ -	£ -	£ -	£	907	100%				
4842	110	RCF - Replace Davis Equipment	Business	1453c	£ 4,488	£ -	£ 3,241	£ -	£-	£	1,247	28%				
4843	110	RCF - Rufus Room 3 & 17 Refurb	Business	TBC (Council)	£ 7,780	£ -	£ -	£ -	£-	£	7,780	100%				

Please note:

Unspent 23/24 funds will remain in Rolling Capital Programme. Accepted RCF budget variance at 5%. Rolling Capital Fund (RCF) is the amount as yet unspent (Balance Sheet Account 315).

Rolling Capital Fund available is Balance Sheet Account 315 less remaining approved Commitments (N/L 5014 Variance). RCF review has been adjusted to separate grant funding. Please refer to 'YELLOW boxes for RCF remaining balances.

Flitwick Town Council Current Year

			Account Description	Balance	
Bank Statement B	Balan	ices			
	1	31/07/2023	CURRENT ACCOUNT	5,000.00	
	2	31/07/2023	BUSINESS RESERVE	105,876.06	
	5	31/07/2023	PDQ Account	23,769.48	
	6	31/07/2023	Barclaycard	0.00	
					134,645.5
Other Cash & Bar	nk Ba	alances			
			CCLA PSDF Account	1,136,000.00	
			Float - Cafe Safe	400.00	
			Float - Cafe Till Drawer	80.00	
			Float - Main Safe	400.00	
			Float - Reception Safe	15.00	
			Petty Cash Control	400.00	
					1,137,295.00
					1,271,940.54
Unpresented Pay	ment	ts			
	1	30/04/2023	E4221	-0.01	
	1	31/05/2023	to clear	-0.01	
					-0.02
Closing Balance					1,271,940.56
All Cash & Bank A	Acco	unts			
	1		Current Bank Ac Barclays 009		5,000.00
	2		Barclays Business Reserve 106		105,876.00
	5		PDQ Account		23,769.48
	6		Barclaycard		0.0
	0				
	U		Other Cash & Bank Balances		1,137,295.00

Bank - Cash and Investment Reconciliation as at 31 July 2023

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Flitwick Town Council Current Year

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Summary Income & Expenditure by Budget Heading 10/08/2023 Committee Report

Month No: 4

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
CORPORATE SERVICES							
Income	3,162	507,386	1,080,059	572,673			47.0%
Expenditure	42,668	160,648	532,529	371,881	0	371,881	30.2%
Net Income over Expenditure	(39,505)	346,738					
plus Transfer from EMR Don't use	0	0					
Movement to/(from) Gen Reserve	(39,505)	346,738					
BUSINESS Impro & Develop Board							
Income	67,321	278,455	660,300	381,845			42.2%
Expenditure	52,439	193,049	646,010	452,961	0	452,961	29.9%
Movement to/(from) Gen Reserve	14,882	85,406					
COMMUNITY SERVICES							
Income	13,122	46,961	84,152	37,191			55.8%
Expenditure	33,282	191,127	645,972	454,845	0	454,845	29.6%
Movement to/(from) Gen Reserve	(20,160)	(144,166)					
Grand Totals:- Income	83,606	832,803	1,824,511	991,708			45.6%
						4 979 497	
Expenditure	128,390	544,824	1,824,511	1,279,687	0	1,279,687	29.9%
Net Income over Expenditure	(44,784)	287,979	0	(287,979)			
plus Transfer from EMR Don't use	0	0					
Movement to/(from) Gen Reserve	(44,784)	287,979					

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Flitwick Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 31/07/2023

Month No: 4

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
CORPC	ORATE SERVICES								
101	ADMINISTRATION								
1003	PHOTOCOPIES	21	90	100	10			90.1%	
	MISC INCOME	0	10	0	(10)			0.0%	
	_								
	ADMINISTRATION :- Income	21	100	100	(0)			100.1%	0
4001	SALARIES AND WAGES	15,258	54,896	211,528	156,632		156,632	26.0%	
4003	TRAVEL CLAIMS	4	16	0	(16)		(16)	0.0%	
4009	HEALTH & SAFETY	0	0	500	500		500	0.0%	
4017	FTC Corporate Events	0	0	750	750		750	0.0%	
4020	POSTAGE	0	621	800	179		179	77.7%	
4021	PRINTING/STATIONERY	326	875	3,000	2,125		2,125	29.2%	
4022	PHOTOCOPIER CONTRACT	161	586	5,000	4,414		4,414	11.7%	
4023	TELEPHONES	154	2,528	8,300	5,772		5,772	30.5%	
4025	OFFICE & IT EQUIPMENT	321	321	2,500	2,179		2,179	12.8%	
4033	RECRUITMENT COSTS	0	5	1,000	995		995	0.5%	
4040	IT SUPPORT	1,157	6,755	30,000	23,245		23,245	22.5%	
4056	LICENCES / MEMBERSHIPS	0	0	2,600	2,600		2,600	0.0%	
4058	BANK CHARGES	19	74	200	126		126	36.9%	
4059	SUNDRIES	0	17	500	483		483	3.5%	
4102	FTC Internal Rent	3,133	12,530	37,590	25,060		25,060	33.3%	
4103	FTC Internal Hire	113	832	7,200	6,368		6,368	11.6%	
	_								
	ADMINISTRATION :- Indirect Expenditure	20,644	80,057	311,468	231,411	0	231,411	25.7%	0
	Net Income over Expenditure	(20,623)	(79,957)	(311,368)	(231,411)				
102	CIVIC EXPENSES								
1143	CURRENT Yr - TM Charity Income	240	907	0	(907)			0.0%	
	CIVIC EXPENSES :- Income	240	907	0	(907)				0
4035	REGALIA FUND	0	428	1,000	572		572	42.8%	
4036	CIVIC SERVICE & EVENTS	0	0	600	600		600	0.0%	
	FTC Internal Hire	0	0	600	600		600	0.0%	
4143	CURRENT Yr - TM Charity Costs	0	(33)	0	33		33	0.0%	
	TM Allowance & Civic Reception	353	385	4,000	3,615		3,615	9.6%	
	ELECTIONS/BY ELECTIONS	0	0	7,500	7,500		7,500	0.0%	
1002					.,,500		,,500		
	CIVIC EXPENSES :- Indirect Expenditure	353	781	13,700	12,919	0	12,919	5.7%	0
	Net Income over Expenditure	(114)	127	(13,700)	(13,827)				

Flitwick Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 31/07/2023

Month No: 4

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
103	COMMUNICATIONS								
1001	ADVERTISING INCOME	312	312	750	438			41.6%	
	COMMUNICATIONS :- Income	312	312	750	438			41.6%	0
4024	SOCIAL MEDIA SOFTWARE	0	0	500	430 500		500	0.0%	0
4028	ADVERTISING / PROMOTIONS	0	5	500	495		495	1.0%	
4045	FLITWICK PAPERS COSTS	0	2,078	9,500	7,422		7,422	21.9%	
4046	WEBSITE / TICKETING SYSTEM	0	219	2,500	2,282		2,282	8.7%	
	COMMUNICATIONS :- Indirect Expenditure	0	2,301	13,000	10,699	0	10,699	17.7%	0
	Net Income over Expenditure	312	(1,989)	(12,250)	(10,261)				
106	Flitwick Town Square - Corp								
1022	RENT RECEIVABLE TENANTS	0	9,500	38,000	28,500			25.0%	
	Flitwick Town Square - Corp :- Income	0	9,500	38,000	28,500			25.0%	0
	Net Income	0	9,500	38,000	28,500				
110	PROJECTS & GRANTS								
1175	Sale of Assets	(2,001)	(17,019)	0	17,019			0.0%	
	PROJECTS & GRANTS :- Income	(2,001)	(17,019)	0	17,019				0
4212	RCF - Nature Park	0	0	3,000	3,000		3,000	0.0%	
4215	PROJ - Flit Valley Walk RCF	0	0	831	831		831	0.0%	
4803	GF & RCF - Manor Park Heritage	0	68,134	27,825	(40,309)		(40,309)	244.9%	
4819	RCF - Flitwick Town Sq Defib	0	0	1,770	1,770		1,770	0.0%	
4823	RCF - Heritage Website	0	0	3,800	3,800		3,800	0.0%	
4828	RCF - Skate Park Lighting	7,000	7,000	19,346	12,346		12,346	36.2%	
4831	RCF - Outdoor PA System	0	129	244	115		115	52.7%	
4833	RCF - Town Sq Bench/Bin/Plante	0	0	12,102	12,102		12,102	0.0%	
4836	RCF - CCTV Town Sq/Skate Pk	0	0	1,700	1,700		1,700	0.0%	
4837	RCF - Rural Match Fund Benches	0	0	2,000	2,000		2,000	0.0%	
4838	RCF - CCTV Data Impact Assess	0	0	350	350		350	0.0%	
4839	RCF - Rendezvous Mixer	0	1,400	1,400	0		0	100.0%	
4840	RCF - Avebury Representation	0	0	13,550	13,550		13,550	0.0%	
4841	RCF - Deployable CCTV Camera	0	0	907	907		907	0.0%	
4842	RCF - Replace Davis Equipment	3,241	3,241	4,488	1,247		1,247	72.2%	
4843	RCF - Rufus Room 3 & 17 Refurb	0	0	7,780	7,780		7,780	0.0%	
5013	Trs to Rolling Capital Fund	0	25,000	50,000	25,000		25,000	50.0%	
5014	Funding from R C P	(12,242)	(81,904)	(101,093)	(19,189)		(19,189)	81.0%	
PR	OJECTS & GRANTS :- Indirect Expenditure	(2,001)	22,999	50,000	27,001	0	27,001	46.0%	0
	Net Income over Expenditure	0	(40,018)	(50,000)	(9,982)				

Flitwick Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 31/07/2023

Month No: 4

Corporate	Committee	Report

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>111</u> F	PRECEPT, INTEREST & CCLA								
1176 F	PRECEPT RECEIVED	0	500,603	1,016,205	515,603			49.3%	
1190 II	INTEREST RECEIVED	4,591	12,983	25,000	12,017			51.9%	
	PRECEPT, INTEREST & CCLA :- Incom	e 4,591	513,586	1,041,205	527,619			49.3%	0
	Net Income	4,591	513,586	1,041,205	527,619				
422 F	FINANCE & HR								
	Local Grounds Leases	0	0	4	4			0.0%	
	FINANCE & HR :- Income	0	0	4	4			0.0%	0
		442	1,768	6,500	4,732		4,732	27.2%	
	AUDIT FEES - EXTERNAL	0	(2,520)	2,700	5,220		5,220	(93.3%)	
		0	9,567	27,000	17,433		17,433	35.4%	
	HR SUPPORT	0	5,450	6,000	550		550	90.8%	
	PDQ SYSTEMS: 50/50 on 420/422	214	990	2,500	1,510		1,510	39.6%	
	STAFF COURSES/TRAINING	60	202	4,000	3,799		3,799	5.0%	
	PAYROLL SYSTEMS	616	887	2,000	1,114		1,114	44.3%	
	ACCOUNTS IT SOFTWARE	0	2,076	3,300	1,224		1,224	62.9%	
4061 L	LOAN CAPITAL PAID	15,615	27,985	56,105	28,120		28,120	49.9%	
4062 L	LOAN INTEREST PWLB	2,329	1,806	18,736	16,930		16,930	9.6%	
4103 F	FTC Internal Hire	53	623	100	(523)		(523)	623.0%	
4156 A	AUDIT FEES - INTERNAL	0	480	2,000	1,520		1,520	24.0%	
4160 A	ACCOUNTANTS FEES	0	(1,600)	6,700	8,300		8,300	(23.9%)	
4506 L	LEGAL & PROFESSIONAL FEES	4,295	6,706	5,000	(1,706)		(1,706)	134.1%	
	FINANCE & HR :- Indirect Expenditure	23,625	54,417	142,641	88,224	0	88,224	38.1%	0
	Net Income over Expenditure	(23,625)	(54,417)	(142,637)	(88,220)				
601 F	PLANNING								
	FTC Internal Hire	46	93	720	627		627	12.9%	
	LEGAL & PROFESSIONAL FEES	0	0	1,000	1,000		1,000	0.0%	
	PLANNING :- Indirect Expenditure	46	93	1,720	1,627	0	1,627	5.4%	0
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		.,52,	Ŭ	.,521	0.170	0
	Net Expenditure	(46)	(93)	(1,720)	(1,627)				
	CORPORATE SERVICES :- Income	3,162	507,386	1,080,059	572,673			47.0%	
				F00 F00	074 004	0	271 001		
	Expenditure	42,668	160,648	532,529	371,881	0	371,881	30.2%	

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Flitwick Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 31/07/2023

Month No: 4

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent Transfer to/from EMR	
Grand Totals:- Income	3,162	507,386	1,080,059	572,673			47.0%	_
Expenditure	42,668	160,648	532,529	371,881	0	371,881	30.2%	
Net Income over Expenditure	(39,505)	346,738	547,530	200,792				
Movement to/(from) Gen Reserve	(39,505)	346,738						

Flitwick Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 31/07/2023

Month No: 4

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
COMM	JNITY SERVICES								
300	CORE SERVICES								
4001	SALARIES AND WAGES	28,436	118,466	427,990	309,524		309,524	27.7%	
4002	UNIFORM	70	145	700	555		555	20.7%	
4005	VEHICLE - MAINTENANCE	2	278	1,000	722		722	27.8%	
4006	FUEL	319	1,188	4,000	2,812		2,812	29.7%	
4008	Truck Insurance	0	370	3,000	2,630		2,630	12.3%	
4009	HEALTH & SAFETY	0	0	1,500	1,500		1,500	0.0%	
4051	GRANTS PERMITTED	0	(200)	0	200		200	0.0%	
4063	TRUCK REPAYMENTS	732	2,929	9,000	6,071		6,071	32.5%	
4103	FTC Internal Hire	62	1,387	1,600	213		213	86.7%	
	 CORE SERVICES :- Indirect Expenditure	29,621	124,563	448,790	324,227	0	324,227	27.8%	0
	Net Expenditure	(29,621)	(124,563)	(448,790)	(324,227)				
301	BURIAL GROUNDS								
1004	BURIAL GROUNDS (No VAT)	6,044	6,044	30,000	23,956			20.1%	
	CBC-CLOSED BURIAL GROUND	1,000	1,000	1,000	0			100.0%	
	Burial Grounds Income VATABLE	82	82	8,000	7,918			1.0%	
	_								
	BURIAL GROUNDS :- Income	7,126	7,126	39,000	31,874			18.3%	0
	Utilities	0	5	150	145		145	3.2%	
4068	Burial Ground NO VAT	0	95	500	405		405	19.0%	
4069	Burial Ground VATABLE	0	0	1,000	1,000		1,000	0.0%	
	BURIAL GROUNDS :- Indirect Expenditure	0	100	1,650	1,550	0	1,550	6.0%	0
	Net Income over Expenditure	7,126	7,026	37,350	30,324				
202									
	ALLOTMENTS	100	(0)	4 500	0.004			40 50/	
1005	ALLOTMENT RENT	129	606	4,500	3,894			13.5%	
		129	606	4,500	3,894			13.5%	0
4015	Utilities	0	33	700	667		667	4.8%	
4072	ALLOTMENTS/MAINTENANCE	13	614	2,000	1,386		1,386	30.7%	
4088	PORTALOO HIRE	130	130	1,250	1,120		1,120	10.4%	
4103	FTC Internal Hire	41	110	520	410		410	21.1%	
4990	Transfer from EMR	0	0	(1,250)	(1,250)		(1,250)	0.0%	
	ALLOTMENTS :- Indirect Expenditure	184	887	3,220	2,333	0	2,333	27.6%	0
	Net Income over Expenditure	(55)	(281)	1,280	1,561				

Flitwick Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 31/07/2023

Month No: 4

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		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
303	LOCAL AMENITIES/TRACTOR STORE								
1014	PHONE MAST INC (STATION RD)	0	4,500	5,500	1,000			81.8%	
1070	MANOR PARK (Rural Paymt Agent)	0	0	2,000	2,000			0.0%	
1177	GRANTS RECEIVED	0	1,500	0	(1,500)			0.0%	
LOCA	- AL AMENITIES/TRACTOR STORE :- Incom	e 0	6,000	7,500	1,500			80.0%	C
4015	Utilities	25	188	1,822	1,634		1,634	10.3%	
4078	Planting/Weeding	0	1,337	3,000	1,663		1,663	44.6%	
4084	PLANT & EQUIP-PURCHASE	0	18	2,500	2,482		2,482	0.7%	
4085	PLANT & EQUIP-MAINTENANCE	0	0	2,500	2,500		2,500	0.0%	
4110	TREE MAINTENANCE	0	0	3,000	3,000		3,000	0.0%	
4111	PITCH MAINTENANCE - Hinksley R	0	0	700	700		700	0.0%	
4115	Grass Cutting (Flitwick)	0	0	500	500		500	0.0%	
4118	BINS AND SEATS	22	22	1,000	978		978	2.2%	
4128	WASTE DISPOSAL	556	3,060	6,065	3,005		3,005	50.4%	
4132	BUILDING MAINTENANCE	39	739	1,500	761		761	49.3%	
4137	Water Dispenser Maintenance	0	0	300	300		300	0.0%	
4700	FLITWICK MANOR PARK	0	401	8,000	7,599		7,599	5.0%	
4701	Flit Valley Maintenance	0	0	500	500		500	0.0%	
4702	Flitwick Nature Park	0	0	1,000	1,000		1,000	0.0%	
LOCA	L AMENITIES/TRACTOR STORE :- Indirect Expenditure	641	5,765	32,387	26,622	0	26,622	17.8%	0
	Net Income over Expenditure	(641)	235	(24,887)	(25,122)				
305	PLAY AREAS								
1012	— Millennium Park Hire	0	958	1,500	542			63.9%	
1180	COMMUTED SUMS RELEASED TO	0	0	1,350	1,350			0.0%	
	– PLAY AREAS :- Income	0	958	2,850	1,892			33.6%	0
4075	PLAY AREA/REPAIRS & MAINT.	234	741	8,000	7,259		7,259	9.3%	
4082	Millennium Park (Inc CCTV)	0	155	2,000	1,845		1,845	7.8%	
4122	CHANGING ROOMS - HINKSLEY	8	376	1,213	837		837	31.0%	
	PLAY AREAS :- Indirect Expenditure	242	1,273	11,213	9,940	0	9,940	11.3%	0
	Net Income over Expenditure	(242)	(314)	(8,363)	(8,049)				
306	- STREET LIGHTING								
4096	Electricity - Street Lights	464	1,638	2,500	862		862	65.5%	
4097	Street Lighting Maintenance	0	188	2,000	1,812		1,812	9.4%	
	STREET LIGHTING :- Indirect Expenditure	464	1,826	4,500	2,674	0	2,674	40.6%	0
	Net Expenditure	(464)	(1,826)	(4,500)	(2,674)				
	-	()	(,)	())	(/-··/				

Flitwick Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 31/07/2023

Month No: 4

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
311 YOUTH HUB/ACTIVITIES								
1035 The Hub Hire	0	1,284	500	(784)			256.9%	
1041 YOUTH ACTIVITIES	0	15,000	15,000	0			100.0%	
1177 GRANTS RECEIVED	0	500	0	(500)			0.0%	
YOUTH HUB/ACTIVITIES :- Income	0	16,784	15,500	(1,284)			108.3%	0
4014 CASUAL STAFF	226	561	1,984	1,423		1,423	28.3%	
4015 Utilities	143	584	3,100	2,516		2,516	18.8%	
4016 BUSINESS RATES	0	1,536	2,600	1,064		1,064	59.1%	
4049 YOUTH ACTIVITIES	0	29,475	59,000	29,525		29,525	50.0%	
4128 WASTE DISPOSAL	71	357	988	631		631	36.1%	
4132 BUILDING MAINTENANCE	25	823	3,000	2,178		2,178	27.4%	
4138 EQUIPMENT	7	490	1,000	510		510	49.0%	
4140 MAINTENANCE CONTRACTS	0	942	1,000	58		58	94.2%	
YOUTH HUB/ACTIVITIES :- Indirect Expenditure	471	34,767	72,672	37,905	0	37,905	47.8%	0
Net Income over Expenditure	(471)	(17,982)	(57,172)	(39,190)				
312 COMMUNITY ACTIVITIES								
1031 FITNESS CIRCUITS CLASSES	0	938	0	(938)			0.0%	
1036 Stitchers Donations	0	7	0	(7)			0.0%	
1039 PAINTING CIRCLE	0	, 86	300	214			28.8%	
1120 KEEP FIT / Dance Fitness	113	1,183	3,000	1,817			39.4%	
1149 Flitwick Sunday Market	0	0	720	720			0.0%	
1171 LUNCH CLUB	269	976	3,500	2,524			27.9%	
1177 GRANTS RECEIVED	0	(1,500)	0	1,500			0.0%	
1181 COST OF LIVING MONIES REC'D	5,100	6,352	0	(6,352)			0.0%	
COMMUNITY ACTIVITIES :- Income	5,481	8,042	7,520	(522)			106.9%	0
4103 FTC Internal Hire	550	3,245	4,400	1,155		1,155	73.7%	0
4552 TEA DANCE	85	85	0	(85)		(85)	0.0%	
4553 PAINTING CIRCLE	0	0	30	30		30	0.0%	
4554 STITCHERS	12	36	195	159		159	18.5%	
4558 KEEP FIT / Dance Fitness	350	300	2,400	2,100		2,100	12.5%	
4606 Cost of Living Intiative	0	1,248	4,000	2,752		2,752	31.2%	
4621 LUNCH CLUB	195	460	2,500	2,040		2,040	18.4%	
4625 FORGET ME NOT GROUP	0	12	650	638		638	1.8%	
4627 Flitwick Sunday Market	0	0	400	400		400	0.0%	
4629 Fitness Circuit Classes	0	385	400	(385)		(385)	0.0%	
4929 Transfer from EMR	0	(5,294)	0	(385) 5,294		5,294	0.0%	
COMMUNITY ACTIVITIES :- Indirect Expenditure	1,192	478	14,575	14,097	0	14,097	3.3%	0
Net Income over Expenditure	4,289	7,564	(7,055)	(14,619)				
· · · -	.,_0,	.,	(1,200)	< ···· /				

Flitwick Town Council Current Year

Page 4

Detailed Income & Expenditure by Budget Heading 31/07/2023

Month No: 4

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
313	COMMUNITY EVENTS								
1050	King's Coronation 2023	0	531	0	(531)			0.0%	
1127	Flitwick Fun Day	(40)	4,752	3,500	(1,252)			135.8%	
1130	Christmas Lunch - OLDER People	0	0	1,800	1,800			0.0%	
1142	Easter Egg Trail	0	407	480	73			84.9%	
1164	Christmas Market	310	325	340	15			95.6%	
1165	Christmas Lights EVENT	11	1,255	312	(943)			402.1%	
1167	Christmas Market Trip	0	0	850	850			0.0%	
1169	Summer Programme 23	105	175	0	(175)			0.0%	
	COMMUNITY EVENTS :- Income	386	7,445	7,282	(163)			102.2%	0
4043	REMEMBRANCE EVENT	0	120	1,700	1,580		1,580	7.1%	
4200	Christmas Lights Installation	0	0	18,975	18,975		18,975	0.0%	
4201	Christmas Market	0	0	475	475		475	0.0%	
4202	Christmas Market Trip	0	0	850	850		850	0.0%	
4204	Flitwick TownSq Chritsmas Tree	0	0	1,375	1,375		1,375	0.0%	
4206	Scarecrow Festival	65	83	240	157		157	34.7%	
4207	Fun Palace	0	0	150	150		150	0.0%	
4208	Skate Competition	0	1,475	2,200	725		725	67.0%	
4211	Easter Egg Trail	0	0	400	400		400	0.0%	
4213	Summer Programme 23	0	559	0	(559)		(559)	0.0%	
4540	Christmas Lights EVENT	0	350	6,000	5,650		5,650	5.8%	
4551	Flitwick Fun Day	251	18,838	20,000	1,162		1,162	94.2%	
4615	King's Coronation 2023	150	175	0	(175)		(175)	0.0%	
4618	COMMUNITY Events Expense	0	(131)	2,000	2,131		2,131	(6.5%)	
4623	Christmas Lunch - OLDER PEOPLE	0	0	2,600	2,600		2,600	0.0%	
CC	DMMUNITY EVENTS :- Indirect Expenditure	466	21,470	56,965	35,495	0	35,495	37.7%	0
	Net Income over Expenditure	(80)	(14,025)	(49,683)	(35,658)				
	COMMUNITY SERVICES :- Income	13,122	46,961	84,152	37,191			55.8%	
	Expenditure	33,282	191,127	645,972	454,845	0	454,845	29.6%	
	Movement to/(from) Gen Reserve	(20,160)	(144,166)						
	Grand Totals:- Income	13,122	46,961	84,152	37,191			55.8%	
	Expenditure	33,282	191,127	645,972	454,845	0	454,845	29.6%	
	Net Income over Expenditure	(20,160)	(144,166)	(561,820)	(417,654)				
	Movement to/(from) Gen Reserve	(20,160)	(144,166)						

Flitwick Town Council Current Year Cashbook 1

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CURRENT ACCOUNT

For Month No: 4

Receipts for Month 4				Nominal L	edger Analysis
Receipt Ref Name of Payer	£ Amı	nt Received	£ Debtors	<u>£VAT</u> <u>A/c</u> <u>Centre</u>	<u>£ Amount</u> Transaction Detail
Balance Brou	ght Fwd :	5,109.50			5,109.50
Banked: 19/05/2023	-3,216.00				
Sales Recpts Page 12158		-3,216.00	-3,216.00	101	Sales Recpts Page 12158
Banked: 19/05/2023	3,216.00				
Sales Recpts Page 12159		3,216.00	3,216.00	101	Sales Recpts Page 12159
Banked: 03/07/2023	554.40				
Sales Recpts Page 12140		554.40	554.40	101	Sales Recpts Page 12140
Banked: 03/07/2023	339.60				
Sales Recpts Page 12160		339.60	339.60	101	Sales Recpts Page 12160
Banked: 03/07/2023	431.20				
Sales Recpts Page 12161		431.20	431.20	101	Sales Recpts Page 12161
Banked: 03/07/2023	48.00				
Sales Recpts Page 12162		48.00	48.00	101	Sales Recpts Page 12162
Banked: 03/07/2023	60.00				
Sales Recpts Page 12163		60.00	60.00	101	Sales Recpts Page 12163
Banked: 03/07/2023	48.00				
Sales Recpts Page 12164		48.00	48.00	101	Sales Recpts Page 12164
Banked: 03/07/2023	78.00				
Sales Recpts Page 12165		78.00	78.00	101	Sales Recpts Page 12165
Banked: 03/07/2023	60.00				
Sales Recpts Page 12166		60.00	60.00	101	Sales Recpts Page 12166
Banked: 03/07/2023	60.00				
Sales Recpts Page 12167		60.00	60.00	101	Sales Recpts Page 12167
Banked: 03/07/2023	569.80				
Sales Recpts Page 12168		569.80	569.80	101	Sales Recpts Page 12168
Banked: 03/07/2023	647.50				
Sales Recpts Page 12169		647.50	647.50	101	Sales Recpts Page 12169
Banked: 03/07/2023	660.00				
Sales Recpts Page 12170		660.00	660.00	101	Sales Recpts Page 12170
Banked: 03/07/2023	100.00				
Sales Recpts Page 12171		100.00	100.00	101	Sales Recpts Page 12171
Banked: 03/07/2023	1,161.00				
Sales Recpts Page 12172		1,161.00	1,161.00	101	Sales Recpts Page 12172
Banked: 03/07/2023	92.40				
Sales Recpts Page 12173		92.40	92.40	101	Sales Recpts Page 12173
Banked: 03/07/2023	13.10				
TM Charity Donation		13.10		1143 102	13.10 TM Charity Donation

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Receipts for	or Month 4				Nominal Le	edger Analysis
Receipt Ref	Name of Payer	£ Amr	nt Received	£ Debtors	£ VAT A/c Centre	£ Amount Transaction Detail
	Banked:04/07/2023	78.00				
	Sales Recpts Page 12174		78.00	78.00	101	Sales Recpts Page 12174
	Banked: 04/07/2023	1,873.20				
	Sales Recpts Page 12175		1,873.20	1,873.20	101	Sales Recpts Page 12175
	Banked: 04/07/2023	431.20				
	Sales Recpts Page 12176		431.20	431.20	101	Sales Recpts Page 12176
	Banked: 05/07/2023	1,060.88				
AUTO	BUSINESS RESERVE		1,060.88		202	1,060.88 Auto Transfer
	Banked: 06/07/2023	144.00				
	Sales Recpts Page 12177		144.00	144.00	101	Sales Recpts Page 12177
	Banked: 06/07/2023	216.60				
	Sales Recpts Page 12178		216.60	216.60	101	Sales Recpts Page 12178
	Banked: 06/07/2023	1,293.00				
	Sales Recpts Page 12179		1,293.00	1,293.00	101	Sales Recpts Page 12179
	Banked: 06/07/2023	1,236.50				
	Sales Recpts Page 12180		1,236.50	1,236.50	101	Sales Recpts Page 12180
	Banked: 07/07/2023	7.00				
	S C James		7.00		1143 102	7.00 TM Charity Donation
	Banked: 10/07/2023	3,400.00				
	Sales Recpts Page 12142		3,400.00	3,199.30	101	Sales Recpts Page 12142
				200.70	103	Sales Recpts Page 12142
	Banked: 10/07/2023	379.73	270 72		202	
AUTO	BUSINESS RESERVE		379.73		202	379.73 Auto Transfer
	Banked: 10/07/2023	667.50	((7 EO	667.50	101	Solos Doonto Dogo 10101
	Sales Recpts Page 12181	20.000.00	667.50	067.50	101	Sales Recpts Page 12181
Manual	Banked: 11/07/2023 BUSINESS RESERVE	30,000.00	30,000.00		202	30,000.00 PAYE/NIC/Pens/CB
Manual	Banked: 11/07/2023	854.70	30,000.00		202	30,000.00 PATE/MC/PENS/CD
	Sales Recpts Page 12182	034.70	854.70	854.70	101	Sales Recpts Page 12182
	Banked: 11/07/2023	1,126.80	034.70	034.70	101	
	Sales Recpts Page 12183	1,120.00	1,126.80	1,126.80	101	Sales Recpts Page 12183
	Banked: 11/07/2023	48.00	1,120.00	1,120.00		
	Sales Recpts Page 12184	10.00	48.00	48.00	101	Sales Recpts Page 12184
	Banked: 12/07/2023	840.00				
	Sales Recpts Page 12185	0+0.00	840.00	840.00	101	Sales Recpts Page 12185
	Banked: 12/07/2023	500.00	510.00	510.00		54.55 Hoopis Fuge 12100
		200.00				

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CURRENT ACCOUNT

Receipts f	or Month 4					No	minal Le	edger Anal	ysis
Receipt Ref	Name of Payer	£ Amr	nt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
	Color Doorto Dorro 1010/		F00.00	500.00		101			Calao Doonto Dono 1210/
	Sales Recpts Page 12186 Banked: 12/07/2023	070.00	500.00	500.00		101			Sales Recpts Page 12186
	Sales Recpts Page 12187	970.80	970.80	970.80		101			Sales Recpts Page 12187
		002.20	970.80	970.80		101			Sales Rechis Fage 12107
	Banked: 12/07/2023 Sales Recpts Page 12203	883.20	883.20	883.20		101			Sales Recpts Page 12203
	Banked: 13/07/2023	2,632.80	005.20	003.20		101			Sales Nechis Page 12205
	Sales Recpts Page 12188	2,032.00	2,632.80	2,632.80		101			Sales Recpts Page 12188
	Banked: 13/07/2023	520.20	2,032.00	2,032.00		101			
	Sales Recpts Page 12189	520.20	520.20	520.20		101			Sales Recpts Page 12189
	Banked: 14/07/2023	32,543.65	020.20	020.20		101			
AUTO	BUSINESS RESERVE	52,545.05	32,543.65			202		32,543.65	Auto Transfer
	Banked: 14/07/2023	453.60							
	Sales Recpts Page 12190	100100	453.60	453.60		101			Sales Recpts Page 12190
	Banked: 14/07/2023	187.20							
	Sales Recpts Page 12191		187.20	187.20		101			Sales Recpts Page 12191
	Banked: 14/07/2023	777.00							
	Sales Recpts Page 12192		777.00	777.00		101			Sales Recpts Page 12192
	Banked: 14/07/2023	1,562.11							
	Sales Recpts Page 12193		1,562.11	1,562.11		101			Sales Recpts Page 12193
	Banked: 14/07/2023	1,215.00							
	Sales Recpts Page 12194		1,215.00	1,215.00		101			Sales Recpts Page 12194
	Banked: 14/07/2023	315.90							
	Sales Recpts Page 12195		315.90	315.90		101			Sales Recpts Page 12195
	Banked: 14/07/2023	1,227.00							
	Sales Recpts Page 12196		1,227.00	1,227.00		101			Sales Recpts Page 12196
	Banked: 14/07/2023	5,000.00							
	Hubbub Foundation		5,000.00			1181	312	5,000.00	Cost of Living Food Grant
	Banked: 17/07/2023	180.00							
	Sales Recpts Page 12141		180.00	180.00		101			Sales Recpts Page 12141
	Banked: 17/07/2023	43.20							
Manual	PDQ Account		43.20			204		43.20	PAY01 Inv Pymt
	Banked: 17/07/2023	2,500.20							
	Sales Recpts Page 12197		2,500.20	2,500.20		101			Sales Recpts Page 12197
	Banked: 17/07/2023	14.40							
	Sales Recpts Page 12198		14.40	14.40		101			Sales Recpts Page 12198
	Banked: 17/07/2023	66.24							

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CURRENT ACCOUNT

Receipts for Month 4				No	minal Le	edger Anal	ysis
Receipt Ref Name of Payer	£ Amn	t Received	£ Debtors	£ VAT A/c	Centre	£ Amount	Transaction Detail
Sales Recpts Page 12199		66.24	66.24	101			Sales Recpts Page 12199
Banked: 17/07/2023	489.41						
Sales Recpts Page 12200		489.41	489.41	101			Sales Recpts Page 12200
Banked: 18/07/2023	396.00						
Sales Recpts Page 12201		396.00	396.00	101			Sales Recpts Page 12201
Banked: 19/07/2023	607.64						
AUTO BUSINESS RESERVE		607.64		202		607.64	Auto Transfer
Banked: 19/07/2023	646.70						
Sales Recpts Page 12202		646.70	646.70	101			Sales Recpts Page 12202
Banked: 20/07/2023	851.40						
Sales Recpts Page 12204		851.40	851.40	101			Sales Recpts Page 12204
Banked: 20/07/2023	486.92						
Sales Recpts Page 12205		486.92	486.92	101			Sales Recpts Page 12205
Banked: 20/07/2023	55.20						
Sales Recpts Page 12207		55.20	55.20	101			Sales Recpts Page 12207
Banked: 21/07/2023	1,963.00						
Eventbright		1,963.00		1023	421	1,963.00	Drag Night Tickets Sales
Banked: 21/07/2023	487.20						
Sales Recpts Page 12208		487.20	487.20	101			Sales Recpts Page 12208
Banked: 21/07/2023	569.00						
Sales Recpts Page 12209		569.00	569.00	103			Sales Recpts Page 12209
Banked: 24/07/2023	672.00						
Sales Recpts Page 12210		672.00	672.00	101			Sales Recpts Page 12210
Banked: 24/07/2023	231.60						
Sales Recpts Page 12211		231.60	231.60	101			Sales Recpts Page 12211
Banked: 24/07/2023	1,943.00						
Sales Recpts Page 12212		1,943.00	1,943.00	101			Sales Recpts Page 12212
Banked: 24/07/2023	250.64						
Sales Recpts Page 12213		250.64	250.64	101			Sales Recpts Page 12213
Banked: 24/07/2023	128.40						
Sales Recpts Page 12214		128.40	128.40	101			Sales Recpts Page 12214
Banked: 25/07/2023	15.00						
J O'Donnell		15.00		1164	313	15.00	Rufus Christmas Market Stall
Banked: 25/07/2023	55.20						
Sales Recpts Page 12215		55.20	55.20	101			Sales Recpts Page 12215
Banked: 25/07/2023	1,757.30						

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CURRENT ACCOUNT

For Month No: 4

Receipts for Month	4					Non	ninal Le	dger Anal	ysis
Receipt Ref Name of P	ayer	£ Amnt	Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
Sales Rec	ots Page 12216		1,757.30	1,757.30	1	101			Sales Recpts Page 12216
201741 Banked: 25	/07/2023 4,7	145.96							
201741 Photocopy	na Contributions		3.90		1	003	101	3.90	Photocopying
201741 Teas & Co	-		71.54			155	420		Teas & Coffees Contributions
201741 Book of Fli			4.00			143	102		Book of Flitwick
201741 Lunch Club			108.00		18.00 1	171	312	90.00	Lunch Club
201741 Cafe Takin	gs (29-30 June 23)		292.66		48.78 1	027	420	243.88	Cafe Takings (29-30 June 23)
201741 Cafe Takin	gs (1-3 July 23)		256.67		42.78 1	027	420	213.89	Cafe Takings (1-3 July 23)
201741 Cafe Takin	gs (4-8 July 23)		598.69		99.78 1	027	420	498.91	Cafe Takings (4-8 July 23)
201741 Cafe Takin	gs (10-15 July 23)		738.68		123.11 1	027	420	615.57	Cafe Takings (10-15 July 23)
201741 Cafe Takin	gs (17-22 July 23)		509.38		84.90 1	027	420	424.48	Cafe Takings (17-22 July 23)
201741 Cafe Takin			85.71		14.28 1		420	71.43	Cafe Takings (24 July 23)
201741 Cafe Takin			176.66		29.44 1		420		Cafe Takings (21 July 23)
201741 Bar Taking	-		649.79		108.30 1		420		Bar Takings (1 & 15 July 23)
201741 TM Coffee			210.50			143	102		TM Coffee Morning
201741 Christmas			11.38			165	313		Christmas Switch On Donation
201741 Sunday Ma			210.00			164	313	210.00	Sunday Market Stalls
201741 Wrighton &			109.20	109.20		101			Sales Recpts Page 12240
201741 Wrighton &	Baker		109.20	109.20	Ĩ	101			Sales Recpts Page 12240
Banked: 26		444.50							
Sales Rec	ots Page 12143		1,444.50	1,444.50	1	101			Sales Recpts Page 12143
Banked: 26	/07/2023	108.00							
Sales Rec	ts Page 12218		108.00	108.00	1	101			Sales Recpts Page 12218
Banked: 26	/07/2023 1,0	026.00							
Sales Rec	ts Page 12219		1,026.00	1,026.00	1	101			Sales Recpts Page 12219
Banked: 27	/07/2023	15.00							
J Chapmar	I		15.00		1	164	313	15.00	Rufus Christmas Market Stall
Banked: 27	/07/2023 2,9	998.20							
Sales Rec	ts Page 12220		2,998.20	2,998.20	1	101			Sales Recpts Page 12220
Banked: 27	/07/2023	302.40							
Sales Rec	ts Page 12221		302.40	302.40	1	101			Sales Recpts Page 12221
Banked: 27	/07/2023	264.96							
Sales Rec	ts Page 12222		264.96	264.96	1	101			Sales Recpts Page 12222
Banked: 27	/07/2023	264.96							
Sales Rec	ots Page 12223		264.96	264.96	1	101			Sales Recpts Page 12223
Banked: 27	/07/2023	66.24							
Sales Rec	ots Page 12224		66.24	66.24	1	101			Sales Recpts Page 12224
Banked: 28	/07/2023	-65.00							
Sales Rec	ots Page 12144		-65.00	-65.00	1	103			Sales Recpts Page 12144
Banked: 28	/07/2023	65.00							
Sales Rec	ts Page 12145		65.00	65.00	1	101			Sales Recpts Page 12145
									Continued on Page 2169

Banked: 31/07/2023

Banked: 31/07/2023

Banked: 31/07/2023

Banked: 31/07/2023

Banked: 31/07/2023

Banked: 31/07/2023

Sales Recpts Page 12231

Sales Recpts Page 12232

Sales Recpts Page 12233

AUTO BUSINESS RESERVE

K Collins

H Heanes

2,726.57

15.00

15.00

1,215.00

387.00

1,509.60

2,726.57

15.00

15.00

1,215.00

387.00

1,509.60

1,215.00

387.00

1,509.60

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Date: 10/08/2023		Flitwick	Town Coun	cil Current Y	ear		Page: 2169
Time: 08:05			Cashboo	ok 1			User: HG
			CURRENT A	CCOUNT			For Month No: 4
Receipts for Month 4				Nor	minal Le	edger Anal	ysis
Receipt Ref Name of Payer	£ Ami	nt Received	£ Debtors	<u>£VAT</u> <u>A/c</u>	Centre	£ Amount	Transaction Detail
Depkod 29/07/2022	174.40						
Banked: 28/07/2023 Sales Recpts Page 12150	-174.60	-174.60	-174.60	101			Sales Recpts Page 12150
Banked: 28/07/2023	174.60	-174.00	-174.00	101			Jales Recpts Fage 12100
Sales Recpts Page 12151		174.60	174.60	101			Sales Recpts Page 12151
Banked: 28/07/2023	100.00						
Pyrolec		100.00		1181	312	100.00	Community Fridge Donation
Banked: 28/07/2023	15.00						
A Elmore		15.00		1164	313	15.00	Rufus Christmas Market Stall
Banked: 28/07/2023	840.00						
Sales Recpts Page 12225		840.00	840.00	101			Sales Recpts Page 12225
Banked: 28/07/2023	1,368.40						
Sales Recpts Page 12226		1,368.40	1,368.40	101			Sales Recpts Page 12226
Banked: 28/07/2023	881.80						
Sales Recpts Page 12228		881.80	881.80	101			Sales Recpts Page 12228
Banked: 28/07/2023	3,094.00						
Sales Recpts Page 12229		3,094.00	3,094.00	103			Sales Recpts Page 12229
Banked: 28/07/2023	306.60						
Sales Recpts Page 12230		306.60	306.60	104			Sales Recpts Page 12230
Banked: 28/07/2023	444.15						
Sales Recpts Page 12238		444.15	444.15	104			Sales Recpts Page 12238
Banked: 28/07/2023	1,872.00						
Sales Recpts Page 12239		1,872.00	1,872.00	101			Sales Recpts Page 12239
Banked: 31/07/2023 Manual BUSINESS RESERVE	60,000.00	60,000.00		202		60 000 00	Payment Run
		00,000.00		202		00,000.00	

Continued on Page 2170

2,726.57 Auto Transfer

15.00 Rufus Christmas Market Stall

15.00 Rufus Christmas Market Stall

Sales Recpts Page 12231

Sales Recpts Page 12232

Sales Recpts Page 12233

202

1164

1164

101

101

101

313

313

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Cashbook 1

CURRENT ACCOUNT

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Receipts for Month 4				Nominal I	_edger Analysis
Receipt Ref Name of Payer	£ Amn	t Received	£ Debtors	<u>£VAT</u> <u>A/c</u> Centre	£ Amount Transaction Detail
Banked: 31/07/2023	646.70				
Sales Recpts Page 12234		646.70	646.70	101	Sales Recpts Page 12234
Banked: 31/07/2023	1,243.19				
Sales Recpts Page 12235		1,243.19	1,243.19	101	Sales Recpts Page 12235
Banked: 31/07/2023	647.50				
Sales Recpts Page 12236		647.50	647.50	101	Sales Recpts Page 12236
Banked: 31/07/2023	-87.05				
Sales Recpts Page 12237		-87.05	-87.05	101	Sales Recpts Page 12237
Total Receipts for Month	199,654.90		61,207.57	569.37	137,877.96
Cashbook Totals	204,764.40		61,207.57	569.37	142,987.46
CASTIDUOK TUTAIS	204,704.40		01,207.57	007.37	142,907.40

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CURRENT ACCOUNT

For Month No: 4

DatePayee NameReference £ Total Amnt£ Creditors£ VATA/cCentre£ AmountTransaction Detail30/06/2023Home Counties Toilet HireE 4348156.00156.00501x2 sites 19.6.23 to 02.7.2330/06/2023Spectrum RecruitmentE 4349321.90321.90501FINAL Charge IH w/e 18.06.2303/07/2023BUSINESS RESERVEAUTO5.032.502025.032.50Auto Transfer03/07/2023BUSINESS RESERVEAUTO2.595.482022.595.48Auto Transfer04/07/2023Central BedfordshireDDRefund-213.08-213.08501Refund for Rates overcharge05/07/2023O2 Uk LimitedDD49827.6027.60501Line Rental Charges05/07/2023NEST Pension SchemeDD1,014.315191,014.31Nest Pension Costs - June 202305/07/2023Barclays Bank ChargesO/L18.97405810118.97Payflow Charges	Payment	ts for Month 4				Nomi	nal Le	dger A	nalysis	
30/06/2023Spectrum RecruitmentE4349321.90321.90501FINAL Charge IH w/e 18.06.2303/07/2023BUSINESS RESERVEAUTO5,032.502025,032.50Auto Transfer03/07/2023BUSINESS RESERVEAUTO2,595.482022,595.48Auto Transfer04/07/2023Central BedfordshireDDRefund-213.08-213.08501Refund for Rates overcharge05/07/2023O2 Uk LimitedDD49827.6027.60501Line Rental Charges05/07/2023NEST Pension SchemeDD1,014.315191,014.31Nest Pension Costs - June 2023	Date	Payee Name	Reference f	Total Amnt	£ Creditors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
30/06/2023Spectrum RecruitmentE4349321.90321.90501FINAL Charge IH w/e 18.06.2303/07/2023BUSINESS RESERVEAUTO5,032.502025,032.50Auto Transfer03/07/2023BUSINESS RESERVEAUTO2,595.482022,595.48Auto Transfer04/07/2023Central BedfordshireDDRefund-213.08-213.08501Refund for Rates overcharge05/07/2023O2 Uk LimitedDD49827.6027.60501Line Rental Charges05/07/2023NEST Pension SchemeDD1,014.315191,014.31Nest Pension Costs - June 2023										
30/06/2023Spectrum RecruitmentE4349321.90321.90501FINAL Charge IH w/e 18.06.2303/07/2023BUSINESS RESERVEAUTO5,032.502025,032.50Auto Transfer03/07/2023BUSINESS RESERVEAUTO2,595.482022,595.48Auto Transfer04/07/2023Central BedfordshireDDRefund-213.08-213.08501Refund for Rates overcharge05/07/2023O2 Uk LimitedDD49827.6027.60501Line Rental Charges05/07/2023NEST Pension SchemeDD1,014.315191,014.31Nest Pension Costs - June 2023			- 10 10	457.00	454.00					
03/07/2023 BUSINESS RESERVE AUTO 5,032.50 202 5,032.50 Auto Transfer 03/07/2023 BUSINESS RESERVE AUTO 2,595.48 202 2,595.48 Auto Transfer 04/07/2023 Central Bedfordshire DDRefund -213.08 -213.08 501 Refund for Rates overcharge 05/07/2023 O2 Uk Limited DD498 27.60 27.60 501 Line Rental Charges 05/07/2023 NEST Pension Scheme DD 1,014.31 519 1,014.31 Nest Pension Costs - June 2023										
03/07/2023BUSINESS RESERVEAUTO5,032.502025,032.50Auto Transfer03/07/2023BUSINESS RESERVEAUTO2,595.482022,595.48Auto Transfer04/07/2023Central BedfordshireDDRefund-213.08-213.08501Refund for Rates overcharge05/07/2023O2 Uk LimitedDD49827.6027.60501Line Rental Charges05/07/2023NEST Pension SchemeDD1,014.315191,014.31Nest Pension Costs - June 2023	30/06/2023	Spectrum Recruitment	E4349	321.90	321.90		501			5
03/07/2023BUSINESS RESERVEAUTO2,595.482022,595.48Auto Transfer04/07/2023Central BedfordshireDDRefund-213.08-213.08501Refund for Rates overcharge05/07/2023O2 Uk LimitedDD49827.6027.60501Line Rental Charges05/07/2023NEST Pension SchemeDD1,014.315191,014.31Nest Pension Costs - June 2023	03/07/2023	BUSINESS RESERVE	AUTO	5.032.50			202		5.032.50	
04/07/2023Central BedfordshireDDRefund-213.08-213.08501Refund for Rates overcharge05/07/2023O2 Uk LimitedDD49827.6027.60501Line Rental Charges05/07/2023NEST Pension SchemeDD1,014.315191,014.31Nest Pension Costs - June 2023										
05/07/2023 O2 Uk Limited DD498 27.60 27.60 501 Line Rental Charges 05/07/2023 NEST Pension Scheme DD 1,014.31 519 1,014.31 Nest Pension Costs - June 2023					-213.08				2,0,0.10	
05/07/2023 NEST Pension Scheme DD 1,014.31 519 1,014.31 Nest Pension Costs - June 2023 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>overcharge</td></td<>										overcharge
2023	05/07/2023	O2 Uk Limited	DD498	27.60	27.60		501			Line Rental Charges
	05/07/2023	NEST Pension Scheme	DD	1,014.31			519		1,014.31	
05/07/2023 Barclays Bank Charges O/L 18.97 4058 101 18.97 Payflow Charges	05/07/0000		0.1	10.07			1050	101	40.07	
		, , , , , , , , , , , , , , , , , , ,			50.40			101	18.97	
06/07/2023 Virgin Media Business DD499 50.40 501 YH Broadband Charges 06/07/2023 BUSINESS RESERVE AUTO 2,839.70 202 2,839.70 Auto Transfer		0			50.40				2 0 2 0 7 0	•
07/07/2023 BUSINESS RESERVE AUTO 7.00 202 7.00 Auto Transfer 10/07/2023 Barclaycard Manual 562.23 205 562.23 June 23 CC Transactions										
10/07/2023DefordshireDD50044.0044.00501Changing Rms Hinksley Rd		-			44.00				502.25	
23/24	10/07/2023	Central Dediordshire	00300	44.00	44.00		301			
10/07/2023 Central Bedfordshire DD501 192.00 192.00 501 Youth Hub Rates 23/24	10/07/2023	Central Bedfordshire	DD501	192.00	192.00		501			Youth Hub Rates 23/24
10/07/2023 Central Bedfordshire DD502 3,405.00 3,405.00 501 Rufus Centre Rates 23/24	10/07/2023	Central Bedfordshire	DD502	3,405.00	3,405.00		501			Rufus Centre Rates 23/24
10/07/2023 Central Bedfordshire DD503 244.00 244.00 501 Rm7 Rufus Rates 23/24	10/07/2023	Central Bedfordshire	DD503	244.00	244.00		501			Rm7 Rufus Rates 23/24
11/07/2023 HMRC O/L 12,903.28 515 12,903.28 PAYE / NIC - June 2023	11/07/2023	HMRC	O/L	12,903.28			515		12,903.28	PAYE / NIC - June 2023
11/07/2023 Tellermate Limited O/L 364.80 60.80 4025 101 304.00 Cash counter for Accounts	11/07/2023	Tellermate Limited	O/L	364.80		60.80	4025	101	304.00	
Team	11/07/0000	De déaudabina Demaiana Franci	0.1	10 004 07			E 4 7		10 004 07	
11/07/2023 Bedfordshire Pension Fund O/L 13,324.97 517 13,324.97 LGPS Pension Costs - June 2023	11/0//2023	Bedfordshire Pension Fund	0/L	13,324.97			517		13,324.97	
11/07/2023 A Snape (Mayor) O/L 21.20 4210 102 21.20 Mileage for Stotfold TM Quiz	11/07/2023	A Snape (Mayor)	0/1	21 20			4210	102	21 20	
11/07/2023 BUSINESS RESERVE AUTO 4,922.35 202 4,922.35 Auto Transfer								102		-
11/07/2023 Dunstable Town Council O/L 15.00 4210 102 15.00 x2 tickets TM coffee								102		
morning										morning
12/07/2023 BUSINESS RESERVE AUTO 8,834.00 202 8,834.00 Auto Transfer	12/07/2023	BUSINESS RESERVE	AUTO	8,834.00			202		8,834.00	Auto Transfer
12/07/2023EllieVisionAV LtdERefund-5,640.00-5,640.00501P/Ledger Electronic	12/07/2023	EllieVisionAV Ltd	ERefund	-5,640.00	-5,640.00		501			
Payment	12/07/2022			2 152 00			202		2 152 00	5
13/07/2023 BUSINESS RESERVE AUTO 3,153.00 202 3,153.00 Auto Transfer 14/07/2023 Day flow 0/1 42,291.40 E1/ 42,291.40 Via constraints										
14/07/2023 Payflow O/L 43,281.46 516 43,281.46 Wages - July 2023 17/07/2023 Paytek Ltd DD497 43.20 43.20 501 Card Processing Fee		5			42.20				43,281.46	
17/07/2023 Paytek Ltd DD497 43.20 43.20 501 Card Processing Fee 17/07/2023 BUSINESS RESERVE AUTO 3,250.25 202 3,250.25 Auto Transfer		-			43.20				3 250 25	=
18/07/2023 BUSINESS RESERVE AUTO 314.60 202 314.60 Auto Transfer										
18/07/2023 A Smith (Chef) O/L 61.40 3.06 4147 420 58.34 Reimburse Tesco & LMC						3.06		420		
Supplies	10/07/2020		0/2	01.10		0.00	,	120	00.01	
18/07/2023 A Snape (Mayor) O/L 20.00 4210 102 20.00 TM Donation to Flitwick	18/07/2023	A Snape (Mayor)	O/L	20.00			4210	102	20.00	TM Donation to Flitwick
Bowls										Bowls
19/07/2023 NPower DD504 487.70 487.70 501 Street lighting Electric June										
19/07/2023 O2 Uk Limited DD505 77.40 77.40 501 Line Rental Charges										-
19/07/2023 BRITISH GAS TRADING LTD DD506 689.24 689.24 501 Rufus Gas Bill June 2023 20/07/2023 DUGN/FGG DEGED/FG Autor 1.000 EG Autor 1.000 EG					689.24				4 995 -	
20/07/2023 BUSINESS RESERVE AUTO 1,393.52 202 1,393.52 Auto Transfer					4 (50.00				1,393.52	
21/07/2023 Total Energies (prev. Total Ga DD507 1,659.83 1,659.83 501 Rufus Electric 2023 C1/07/2023 DUSD/FERROR DUSD/FERROR <t< td=""><td></td><td>0 1</td><td></td><td></td><td>1,659.83</td><td></td><td></td><td></td><td>4 955 5</td><td></td></t<>		0 1			1,659.83				4 955 5	
21/07/2023 BUSINESS RESERVE AUTO 1,359.37 202 1,359.37 Auto Transfer 24/07/2023 PUGUNESS RESERVE AUTO 2,325 (4) 202 2,325 (4)										
24/07/2023 BUSINESS RESERVE AUTO 3,225.64 202 3,225.64 Auto Transfer 25/07/2023 Total Energies (prev. Total Ga DD508 61.60 61.60 501 YH Electric June 2023					61 60				3,225.64	
25/07/2023 Total Energies (prev. Total Ga DD508 61.60 61.60 501 PH Electric June 2023 25/07/2023 Total Energies (prev. Total Ga DD509 26.25 26.25 501 TS Electric June 2023										
	2010112020		00307	20.23	20.23		501			

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Payments for Month 4 Nominal Ledger Analysis Payee Name Date Reference £ Total Amnt £ Creditors £ VAT A/c Centre £ Amount Transaction Detail DD510 8 37 501 Hinksley Rd Electric June 25/07/2023 Total Energies (prev. Total Ga 8 37 2023 DD511 25/07/2023 Iris Payroll Solutions Ltd 15.79 15.79 501 Purchase Ledger DDR Payment 25/07/2023 BRITISH TELECOMMUNICATION DD512 501 418.80 418.80 Purchase Ledger DDR Payment 25/07/2023 BUSINESS RESERVE AUTO 4,727.15 202 4,727.15 Auto Transfer 25/07/2023 Cheque to CASH CHQ 450.00 4142 421 450.00 Drag Show Act Payment Cheque to CASH 150.86 Reimburse Petty Cash 25/07/2023 CHO 150.86 220 25/07/2023 Cheque to CASH CHO -150.86 220 -150.86 Reimbuse Petty AMENDMENT 25/07/2023 Cheque to CASH CHQ 47.10 220 47.10 Reimburse Petty Cash 26/07/2023 THREE (3) DD513 17.00 17.00 501 July 2023 Charges 26/07/2023 BUSINESS RESERVE AUTO 2,561.50 202 2,561.50 Auto Transfer 27/07/2023 BUSINESS RESERVE AUTO 295.16 202 295.16 Auto Transfer 27/07/2023 C Boult O/L 85.00 4552 312 85.00 Tea Dance Host O/L 150.00 313 27/07/2023 May Blossom Vintage Songbird 150.00 Tea Party 06/05/23 4615 27/07/2023 Stimpsons Eves Chartered 3,600.00 F1 3,600.00 501 Inspection Fees 3 Station Surve Rd 28/07/2023 Adsi Ltd (Babble) DD4 31.20 31.20 501 ADSI Act Management 28/07/2023 Adsi Ltd (Babble) DD515 31.20 31.20 501 Purchase Ledger DDR Payment 28/07/2023 BUSINESS RESERVE AUTO 8,859.55 202 8,859.55 Auto Transfer 31/07/2023 ACE Fire & Security Ltd E4307 63.00 63.00 501 Fire Exting Main 2023/24 31/07/2023 Ace Celebrations & Events E4308 Covers with white sashes 712.00 712.00 501 31/07/2023 AJR Services E4309 Removal/disconnection 75.00 75.00 501 washer 31/07/2023 All Star Business Solutions Li E4310 383.05 383.05 501 Fuel card June 2023 31/07/2023 Arena Security Limited E4311 45.60 45.60 501 Attending Alarm Activiation 31/07/2023 Avebury Land Investment Ltd E4312 2,401.20 2,401.20 501 RCF Land of Steppingley Road 31/07/2023 Beds & Luton Chamber of E4313 358.80 358.80 501 Membership Subscription Commer 23/24 31/07/2023 Belair Coffee E4314 1,372.56 1,372.56 501 Sanitise Water Cooler 31/07/2023 Bidfood E4315 **CREDIT Cafe Stock &** 5,587.27 5,587.27 501 Supply 31/07/2023 BIFFA WASTE SERVICES LTD TS General Waste June E4316 1,635.87 1,635.87 501 2023 31/07/2023 Bryan Lecoche Ltd E4317 1,554.49 1,554.49 501 Eviction of travellers (Mill) 31/07/2023 Clean4Shaw Ltd E4318 2,828.02 2,828.02 501 **Rufus Office Cleaning** 31/07/2023 Collins Fresh Produce Ltd E4319 2,313.11 2,313.11 501 Cafe Stock & Supply 31/07/2023 SHARP (formally Complete I.T.) E4320 1,388.24 1,388.24 501 Line Rental Copier Solutions (UK) Ltd 31/07/2023 F4321 192.93 192.93 501 Monthly Meter Readings 31/07/2023 Corporate Travel Management E4322 199.80 199.80 501 Room Booking Commission Charge 31/07/2023 The Cottage Bakery E4323 64.13 64.13 501 Cafe Stock & Supply 31/07/2023 Crystal Clear (Bedford) Limite E4324 400.00 400.00 501 Rufus Windown Cleaning 31/07/2023 B.W. Deacon Butchers E4325 1,395.86 1,395.86 501 Cafe Stock & Supply 31/07/2023 Denmanair Ltd E4326 114.00 114.00 501 Maintenance air conditioning 31/07/2023 Flitwick Glass Services Limite E4328 190.00 190.00 501 New Window at Rufus

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CURRENT ACCOUNT

Doumont	s for Month 4				Nomi		daar	Analysis	
3	s for Month 4						•	Analysis	
Date	Payee Name	Reference f	E Total Amnt	£ Creditors	<u>£ VAT</u>	A/c	Centre	£ Amount	Transaction Detail
31/07/2023	W Fuller & Son Ltd	E4329	180.00	180.00		501			Security for Drag Night
31/07/2023	ICPhygiene	E4330	854.90	854.90		501			Cleaning Supplies
31/07/2023	Imagination Dance Community	E4331	350.00	350.00		501			Dance Fitness
21/07/2022		F 4222	45 77	15 77		F01			
31/07/2023 31/07/2023	JEWSON LTD KOMPAN LTD	E4332 E4333	15.77 260.64	15.77 260.64		501 501			Ball value for Allotments PA Replacement Swings
	LIDDLE & CO	E4333	7,800.00	7,800.00		501			Rufus roof repairs
	Lyreco UK Limited	E4334	391.10	391.10		501			Office Stationery Supplies
	Marlowes Fire Supression	E4336	470.87	470.87		501			Fire suppression service
	Allan Peacock (Street Lighting	E4337	8,400.00	8,400.00		501			Skate Park columns
	Prestige Design & Workwear	E4338	160.80	160.80		501			Rendezvous Uniform
	Ltd								
31/07/2023	Rosetone Contract Furniture Lt	E4339	398.10	398.10		501			Round Table Cloths
31/07/2023	D & G SHORT	E4340	145.26	145.26		501			Various Supplies
	<u>.</u>	- 10 11							(breakdown)
	Simply Health	E4341	441.92	441.92		501			SH 1-31 July 23
	STUART BROWN LIMITED TruePos Ltd (Till Systems)	E4342 E4343	53.84 264.00	53.84 264.00		501 501			Weed Killer for Rufus Rendezvous Gift
31/0//2023	The Pos Lid (Thi Systems)	E4343	204.00	204.00		501			Cards/Training
31/07/2023	VANGIS UK LIMITED	E4344	3,888.90	3,888.90		501			Upgrade AV Equip Davis Suite
31/07/2023	Venue Directory (Berry Marketi	E4345	1,080.00	1,080.00		501			2023-24 Subscription for Rufus
31/07/2023	Iris Payroll Solutions Ltd	E4347	738.92	738.92		501			2023-24 license
31/07/2023	ISUZU Vehicle Leasing	DD516	878.78	878.78		501			July 2023 Vehicle lease charge
31/07/2023	PWLB loan Payment	DD	17,944.34			4061	422	9,615.39	PWLB - PW480459 Capital
						4062	422	600.95	PWLB - PW480459 Interest
						4061	422	6,000.00	PWLB - PW488637 Capital
						4062			PWLB - PW488637 Interest
	A Snape (Mayor)	O/L	21.00			4210			Travel & Raffle Dunstable Coff
	A Snape (Mayor)	O/L	8.15			4210			Mileage Dementia Event
	A Snape (Mayor)	O/L	10.80			4210			Mileage High Sheriff G Party
31/07/2023	A Snape (Mayor)	O/L	9.90			4210	102	9.90	Mileage Joint Strat Command
31/07/2023	A Snape (Mayor)	O/L	10.00			4210	102	10.00	Donation to SHARE Repair Cafe
31/07/2023	A Snape (Mayor)	O/L	36.44			4210	102	36.44	Raffle Prizes Box of Delights
31/07/2023	A Snape (Mayor)	O/L	169.15		28.19	4210	102	140.96	TM Suit for Civic Events M&S
31/07/2023	A Snape (Mayor)	O/L	60.00			4210	102	60.00	50% Annual Subscrip Grammerley
	Total Payments for Mont	th	199,764.40	55,804.13	92.05			143,868.22	
	Balance Carried Fv	vd	5,000.00						
	Cashbook Tota	als	204,764.40	55,804.13	92.05		_	148,868.22	

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BUSINESS RESERVE

For Month No: 4

Receipts for	or Month 4					Nor	minal Le	edger Anal	ysis
Receipt Ref	Name of Payer	£ Ami	nt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
	Balance Broug	nt Fwd :	98,232.77					98,232.77	
	Banked: 03/07/2023	5,032.50							
AUTO	CURRENT ACCOUNT		5,032.50			201		5,032.50	Auto Transfer
	Banked: 03/07/2023	2,595.48							
AUTO	CURRENT ACCOUNT		2,595.48			201		2,595.48	Auto Transfer
	Banked: 03/07/2023	38,000.00							
	CCLA Transfers In		38,000.00			230		38,000.00	CCLA Transfers IN
	Banked:04/07/2023	39,000.00							
	CCLA Transfers In		39,000.00			230		39,000.00	CCLA Transfers In
	Banked:04/07/2023	4,590.99							
	Public Sector Deposit Fund		4,590.99			1190	111	4,590.99	CCLA interest rec'd June 2023
	Banked:06/07/2023	2,839.70							
AUTO	CURRENT ACCOUNT		2,839.70			201		2,839.70	Auto Transfer
	Banked:07/07/2023	7.00							
AUTO	CURRENT ACCOUNT		7.00			201		7.00	Auto Transfer
	Banked: 11/07/2023	4,922.35							
AUTO	CURRENT ACCOUNT		4,922.35			201		4,922.35	Auto Transfer
	Banked: 12/07/2023	8,834.00							
	CURRENT ACCOUNT		8,834.00			201		8,834.00	Auto Transfer
	Banked: 13/07/2023	3,153.00							
	CURRENT ACCOUNT		3,153.00			201		3,153.00	Auto Transfer
	Banked: 17/07/2023	3,250.25							
AUTO	CURRENT ACCOUNT		3,250.25			201		3,250.25	Auto Transfer
	Banked: 18/07/2023	314.60	214 (0			201		214 (0	Auda Turusfan
	CURRENT ACCOUNT		314.60			201		314.60	Auto Transfer
	Banked: 20/07/2023 CURRENT ACCOUNT	1,393.52	1,393.52			201		1 202 52	Auto Transfer
		1 050 07	1,393.52			201		1,393.52	
	Banked: 21/07/2023 CURRENT ACCOUNT	1,359.37	1,359.37			201		1 359 37	Auto Transfer
	Banked: 24/07/2023	3,225.64	1,007.07			201		1,007.07	
	CURRENT ACCOUNT	3,223.04	3,225.64			201		3 225 64	Auto Transfer
	Banked: 25/07/2023	4,727.15	0,220.01			201		0,220.01	
	CURRENT ACCOUNT	4,727.13	4,727.15			201		4,727,15	Auto Transfer
	Banked: 26/07/2023	2,561.50	1,72,7110			201		1,727110	
	CURRENT ACCOUNT		2,561.50			201		2,561.50	Auto Transfer
	Banked: 27/07/2023	295.16							
	CURRENT ACCOUNT		295.16			201		295.16	Auto Transfer
-								-	

Date: 10/08/2023 Flitwick Town Council Current Year
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BUSINESS RESERVE
Receipts for Month 4 Nominal Ledger Analy

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Receipts for Month 4 Receipt Ref Name of Payer	£ Amnt Received	£ Debtors	Nom <u>£VAT</u> A/c	ninal Ledger Analysis Centre <u>£ Amount</u> <u>Transaction Detail</u>	
Banked: 28/07/2023 AUTO CURRENT ACCOUN	8,859.55 T 8,859.55		201	8,859.55 Auto Transfer	
Total Receipts for Month	134,961.76	0.00	0.00	134,961.76	
Cashbook Totals	233,194.53	0.00	0.00	233,194.53	

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BUSINESS RESERVE

Payments for Month 4				Nominal Ledger Analysis				
Date	Payee Name	Reference f	Total Amnt	£ Creditors	£ VAT	A/c Centre	£ Amount	Transaction Detail
05/07/2023	CURRENT ACCOUNT	AUTO	1,060.88			201	1,060.88	Auto Transfer
10/07/2023	CURRENT ACCOUNT	AUTO	379.73			201	379.73	Auto Transfer
11/07/2023	CURRENT ACCOUNT	Manual	30,000.00			201	30,000.00	PAYE/NIC/Pens/CB
14/07/2023	CURRENT ACCOUNT	AUTO	32,543.65			201	32,543.65	Auto Transfer
19/07/2023	CURRENT ACCOUNT	AUTO	607.64			201	607.64	Auto Transfer
31/07/2023	CURRENT ACCOUNT	Manual	60,000.00			201	60,000.00	Payment Run
31/07/2023	CURRENT ACCOUNT	AUTO	2,726.57			201	2,726.57	Auto Transfer
	Total Payments for	Month	127,318.47	0.00	0.00		127,318.47	
	Balance Carrie	ed Fwd	105,876.06					
	Cashbook	Totals	233,194.53	0.00	0.00		233,194.53	