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# Colyford Parish Council

Date of issue: Tuesday, 9<sup>th</sup> May 2023

To: Members of Colyford Parish Council

You are hereby summoned to attend the Annual Meeting of Colyford Parish Council to be held on **Monday 15<sup>th</sup> May 2023 at 7:00pm in the Committee Room at Colyford Memorial Hall** for the purpose of transacting the business set out in the agenda below.

Mark Williams

Chief Executive, East Devon District Council

## Agenda

### 1. ELECTION OF CHAIRMAN

The Councillor elected as Chairman is required to sign a Declaration of Acceptance of the Office of Chairman.

### 2. ELECTION OF VICE CHAIRMAN

The Councillor elected as Vice Chairman is required to sign a Declaration of Acceptance of the Office of Vice Chairman.

### 3. DECLARATIONS OF ACCEPTANCE OF OFFICE

To confirm that all Councillors have signed their Declaration of Acceptance of Office.

### 4. APOLOGIES

To receive and accept apologies for absence.

### 5. DECLARATIONS OF INTEREST

To receive any Councillors' declaration of interest in respect of items on the agenda.

Note: You must also declare the nature of any personal or disclosable pecuniary interests in an item on the agenda whenever it becomes apparent that you have an interest in the business being considered.

### 6. APPOINTMENT OF THE INTERIM PARISH CLERK AND RESPONSIBLE FINANCIAL OFFICER

To confirm the appointment of the Interim Clerk to be the Council's Proper Officer and Responsible Financial Officer (RFO) until a permanent Parish Clerk and RFO is recruited and to confirm any terms and conditions applicable.

### 7. STANDING ORDERS

To consider the attached draft Standing Orders which provide procedures and controls for the management of Council business.

Recommendation: that Members consider the draft Standing Orders and formally adopt them at the next Parish Council meeting.

## **8. FINANCIAL REGULATIONS**

To note the requirement for Financial Regulations, which provide procedures and controls for the management of the Council's financial affairs, and to note progress with preparation of the draft document.

## **9. CODE OF CONDUCT**

To consider the attached draft Code of Conduct for Councillors.

Recommendation: that Members consider the draft Code of Conduct and formally adopt it at the next Parish Council meeting.

## **10. RECRUITMENT OF A PERMANENT PARISH CLERK AND RESPONSIBLE FINANCIAL OFFICER**

To consider and agree the process for the recruitment of a permanent Parish Clerk and Responsible Financial Officer for the Parish Council.

Note: the Council may wish to appoint a Personnel Committee to oversee the recruitment process. The Council will need to agree the terms of reference and receive nominations to the Personnel Committee.

## **11. FINANCIAL MATTERS**

1. To receive an update on financial matters affecting the Parish Council.
2. To authorise the opening of a bank account and appoint signatories (minimum of two) to sign cheques or authorise online payments on behalf of the Parish Council (details attached for consideration).
3. To agree that the Parish Council becomes a member of the Devon Association of Local Councils (DALC).

## **12. TRANSFER OF ASSETS**

To note the transfer of assets from Colyton Parish Council with effect from 15 May 2023 and to note that the Parish Council has the necessary insurance in place with effect from 1 April 2023.

1. Re-registration of land at Stafford Cross.
2. Lease at Stafford Cross.
3. Land lease Colyford Play Park.

## **13. BUDGET FOR THE FINANCIAL YEAR 2023-24**

To consider the attached known finances and to note that a draft budget for the financial year 2023-24 will be prepared for approval.

## **14. TRAINING FOR COUNCILLORS**

To discuss and approve Councillors' training.

## **15. DATES OF FUTURE MEETINGS**

To agree the attached dates and times of meetings of the Parish Council for the year 2023-24 and any business for future meetings if not discussed at this meeting.

## **16. ANNUAL PARISH MEETING**

To consider and agree arrangements for holding the Annual Parish Meeting.

## **17. PARISH MAINTENANCE**

To consider Parish maintenance matters (details attached for information):

1. Arrangements for the recruitment and appointment of a Parish Maintenance Person.
2. Cutting of verges and footpaths.
3. Bins.

## **18. CONSIDERATION OF PLANNING APPLICATIONS**

1. 23/0832/FUL Proposed agricultural building – The Cabin, Every Hill, Shells lane, Colyford EX24 6QE, expiry date 18<sup>th</sup> May 2023.

## **19. CONSIDERATION OF HIGHWAY MATTERS**

1. REF TTR02349811 Jurassic Fibre Works. Temporary prohibition of through traffic. Gully Shoot, Colyford. Monday 12<sup>th</sup> June 2023 to Wednesday 14<sup>th</sup> June 2023.
2. Proposed reduction of the speed limit on the B3161 between Colyton and Colyford to 30mph.

## **20. CORRESPONDENCE**

To consider correspondence received and to agree any actions.

## **21. PUBLIC SPEAKING**

To receive any comments from members of the public relating to the first meeting of the Parish Council or on any future matters the Parish Council may wish to consider (15 minutes).

## **22. EXCLUSION OF PRESS AND PUBLIC (Part B)**

To agree that the press and public be excluded from the meeting.

Pursuant to Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, and having regard to the confidential nature of the business to be transacted, to consider and agree that the Press and Public be excluded from the Meeting for the following item of business.

## **23. Judicial Review**

To receive any update on the Judicial Review.

## Parish of Colyford

### DECLARATION OF ACCEPTANCE OF OFFICE OF COUNCILLOR

I, \_\_\_\_\_ having been elected to the office of Councillor for the Parish of Colyford, HEREBY DECLARE that I take the said office upon myself, and will duly and faithfully fulfil the duties thereof according to the best of my judgement and ability.

I undertake to observe the code as to the conduct which is expected of members of the Parish Council.

(Signature) \_\_\_\_\_

Dated \_\_\_\_\_

This declaration was made and subscribed before me.

(a) \_\_\_\_\_ or (b) \_\_\_\_\_

(Member of the Town/Parish Council) (Clerk to the Town/Parish Council)

#### Notes :

1. A person elected to the office of Councillor shall make the above Declaration before or at the first meeting of the Parish Council after their election or, if the Council at that meeting so permit, before or at a later meeting of the Council.
2. The Declaration shall be made in the presence of a member of the Parish Council or the Clerk to the Parish Council and signed by that person at (a) or (b) above.
3. The completed Declaration must be handed to the Clerk of the Parish Council for their retention immediately after completion.
4. If an elected member fails to comply with 1 and 2 above, their office shall become vacant.

**COLYFORD PARISH COUNCIL**

**MEMBERS' CODE OF CONDUCT**

**GENERAL NOTICE OF REGISTERABLE INTERESTS**

I,

being a Member/Co-opted Member of COLYFORD ~~Town~~/Parish Council give notice in this form of those interests which I am required to declare under The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012 and the Council's Code of Conduct. I understand that I must also declare any interest of a 'relevant person' [my spouse or civil partner or of any person with whom I am living as a husband or wife or as if we were civil partners] on sections 1-6 of this form, as defined in the Council's Code of Conduct.

I have also declared my personal interests as required by the Code of Conduct, as shown on section 7 of this form.

**DISCLOSABLE PECUNIARY INTERESTS**

1. Employment, Office, Trade, Profession or Vocation

**Please give details of (i) every employment, job, trade, business or vocation you or a relevant person (husband, wife or civil partner) has, for which you receive any benefit or gain (i.e. profit, salary or benefit in kind) including a short description of the activity e.g. 'Accountant' or 'Farmer' and (ii) the name of the employer or body, firm or company which you own or in which you have any beneficial interest.**

Councillor's description of employment, job, vocation, trade or business

Partner's description of employment, job, vocation, trade or business

Name of employer, body, firm or company by which you or your partner are employed or a remunerated Director in which you have a beneficial interest

2. Sponsorship

**Please give details of any person or body (other than the Town/Parish Council) who has made any payment to you in respect of your election or any expenses you have incurred in carrying out your duties as a Town/Parish Councillor.**

3. Securities: Interests in Companies

**Please give details of a Body which has a place of business or owns land in the Town/Parish Council's area and in which you or a relevant person has a beneficial interest (a shareholding) of more than £25,000 (nominal value) or more than 1/100<sup>th</sup> of the total share issue of that body (whichever is the lower) or if there is more than one class of share, the total nominal value of shares in any class of that body of more than 1/100<sup>th</sup> of the total shares of that class.**

***Note: It is not necessary to declare the nature or size of the holding, simply the name of the company or other body.***

Councillor's interests in companies

Partner's interests in companies

4. Contracts: for Goods, Works or Services with the Council

**Please give details of any current, existing contracts for goods, works or services between the Town/Parish Council and you or a relevant person and any body, firm or company by which you/they are employed or which you own or in which you/they have a beneficial interest, as referred to at 3. Above.**

Councillor's contracts: for Goods, Works or Services with the Council

Partner's contracts: for Goods, Works or Services with the Council

5. Interests in land in the District Council's area (you must include the land and house you or a relevant person live in)

**Please give the address or other description (sufficient to identify the location) of any land or property in the District Council's area in which you or a relevant person has a beneficial interest (either as owner, lessee/tenant or licensee including land in which you/they may have a licence, along or with others, to occupy for a period of one month or longer) and state the nature of that interest (*for example this would include allotments that you own or use*). Where it is not easy to describe the location of the land, you may wish to include a map showing the location/extent of the land in addition.**

Councillor's interests in land in the District Council's area

Partner's interests in land in the District Council's area

6. Corporate Tenancies: Land leased from Town/Parish Council

**Please give the address or other description (sufficient to identify the location) of any land leased or licensed from the Town/Parish Council by you or a relevant person or any Body, firm or company by which you/they are employed or which you/they own or in which you/they have a beneficial interest (specified at 3. above)**

Councillor's interests in land leased from Town/Parish Council

Partner's interests in land leased from Town/Parish Council

## OTHER REGISTERABLE INTERESTS

In this section you should specify any body where you are a member or are in a position of general control or management and to which you have been appointed/nominated to by your town/parish council.

- (a) Membership of any Body or Organisation to which you have been appointed or nominated by the Town/Parish Council as its representative.
  
- (b) Membership of any other Body exercising functions of a public nature (*for example District or other Parish Council; Health, Police or Fire Authority or Quasi Autonomous Non-Governmental Body*).
  
- (c) Membership of any Body directed to charitable purposes (*for example an Industrial and Provident Society or Charitable Body or you are a Freemason who is a member of the Grant Charity and/or have membership of an individual lodge that has charitable status or is a lodge directed towards charitable purposes*).
  
- (d) Membership of any Body whose principal purpose is to influence public opinion or policy or which, in your view, might create a conflict of interest in carrying out your duties as a Town/Parish Councillor (*for example Political Party; Trade Union; Professional Association; Local Action Forum; Civic Society or Interest Group such as National Trust; RSPB; Greenpeace or membership of the Freemasons or similar Body*).
  
- (e) Any easement, servitude, interest or right in or over land which does not carry with it a right for you (alone or jointly with another) to occupy the land or to receive income. [This includes options to purchase which you have on land in the town or parish]
  
- (f) Any other interests required to be declared by your Code of Conduct which are not covered above.



## **DECLARATION**

I recognise that if I fail to comply with the Code of Conduct for Members of Colyford Town/Parish Council or:

1. Omit any information that should be included in this Notice;
2. Give false or misleading information; or
3. Do not tell the Town/Parish Council of any changes to this Notice or new interests I acquire,

there may be a criminal offence and/or the matter may be referred to the East Devon Monitoring Officer/East Devon District Council's Standards Committee for investigation

**Signed:**

*This form must be printed and signed by hand as electronic signatures will not be accepted.*

**Date:**

### **FOR OFFICE USE ONLY**

Received and accepted on behalf of the Monitoring Officer:

Name:

Date:

# COLYFORD PARISH COUNCIL

## DRAFT STANDING ORDERS

Introduction.....

Rules of debate at meetings.....

Disorderly conduct at meetings.....

Meetings generally.....

Committees and sub-committees.....

Ordinary council meetings.....

Extraordinary meetings of the council, committees and sub-committees.....

Previous resolutions.....

Voting on appointments.....

Motions for a meeting that require written notice to be given to the proper officer.....

Motions at a meeting that do not require written notice.....

Management of information.....

Draft minutes.....

Code of conduct and dispensations.....

Code of conduct complaints.....

Proper officer.....

Responsible financial officer.....

Accounts and accounting statements.....

Financial controls and procurement.....

Handling staff matters.....

Responsibilities to provide information.....

Responsibilities under data protection legislation.....

Relations with the press/media.....

Execution and sealing of legal deeds.....

Communicating with district and county or unitary councillors.....

Restrictions on councillor activities.....

Standing orders generally.....

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**Date of Adoption of Policy**  
**Review due Date**

## INTRODUCTION

This is version two of Model Standing Orders 2018 (England) updated on April 2022. Update to Model Standing Order 18 only.

## HOW TO USE MODEL STANDING ORDERS

Standing orders are the written rules of a local council. Standing orders are essential to regulate the proceedings of a meeting. A council may also use standing orders to confirm or refer to various internal organisational and administrative arrangements. The standing orders of a council are not the same as the policies of a council but standing orders may refer to them.

Local councils operate within a wide statutory framework. NALC model standing orders incorporate and reference many statutory requirements to which councils are subject. It is not possible for the model standing orders to contain or reference all the statutory or legal requirements which apply to local councils. For example, it is not practical for model standing orders to document all obligations under data protection legislation. The statutory requirements to which a council is subject apply whether or not they are incorporated in a council's standing orders.

The model standing orders do not include model financial regulations. Financial regulations are standing orders to regulate and control the financial affairs and accounting procedures of a local council. The financial regulations, as opposed to the standing orders of a council, include most of the requirements relevant to the council's Responsible Financial Officer. Model financial regulations are available to councils in membership of NALC.

### Drafting Notes

Model standing orders that are in bold type contain legal and statutory requirements. It is recommended that councils adopt them without changing them or their meaning. Model standing orders not in bold are designed to help councils operate effectively but they do not contain statutory requirements so they may be adopted as drafted or amended to suit a council's needs. It is NALC's view that all model standing orders will generally be suitable for councils.

For convenience, the word "councillor" is used in model standing orders and, unless the context suggests otherwise, includes a non-councillor with or without voting rights.

A model standing order that includes brackets like this '( )' requires information to be inserted by a council. A model standing order that includes brackets like this '[ ]' and the term 'OR' provides alternative options for a council to choose from when determining standing orders.

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## 1. RULES OF DEBATE AT MEETINGS

- a Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chairman of the meeting.
- b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- c A motion on the agenda that is not moved by its proposer may be treated by the chairman of the meeting as withdrawn.
- d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chairman of the meeting, is expressed in writing to the chairman.
- h A councillor may move an amendment to his own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chairman of the meeting.
- j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the chairman of the meeting.
- k One or more amendments may be discussed together if the chairman of the meeting considers this expedient but each amendment shall be voted upon separately.
- l A councillor may not move more than one amendment to an original or substantive motion.
- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote. **cont.**

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- o Unless permitted by the chairman of the meeting, a councillor may speak once in the debate on a motion except:
  - i. to speak on an amendment moved by another councillor;
  - ii. to move or speak on another amendment if the motion has been amended since he last spoke;
  - iii. to make a point of order;
  - iv. to give a personal explanation; or
  - v. to exercise a right of reply.
  
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which he considers has been breached or specify the other irregularity in the proceedings of the meeting he is concerned by.
  
- q A point of order shall be decided by the chairman of the meeting and his decision shall be final.
  
- r When a motion is under debate, no other motion shall be moved except:
  - i. to amend the motion;
  - ii. to proceed to the next business;
  - iii. to adjourn the debate;
  - iv. to put the motion to a vote;
  - v. to ask a person to be no longer heard or to leave the meeting;
  - vi. to refer a motion to a committee or sub-committee for consideration;
  - vii. to exclude the public and press;
  - viii. to adjourn the meeting; or
  - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
  
- s Before an original or substantive motion is put to the vote, the chairman of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived his right of reply.
  
- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed (3) minutes without the consent of the chairman of the meeting.

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## DISORDERLY CONDUCT AT MEETINGS

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chairman of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chairman of the meeting to moderate or improve their conduct, any councillor or the chairman of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the chairman of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

## 2. MEETINGS GENERALLY

- Full Council meetings ●
- Committee meetings ●
- Sub-committee meetings ●
- a **Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.**
- b **The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.**
- c **The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice** ~~OR [The minimum three clear days' public notice of a meeting does not include the day on which the notice was issued or the day of the meeting].~~
- d **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.

cont.

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- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed (15) minutes unless directed by the chairman of the meeting.
- g Subject to standing order 3(f), a member of the public shall not speak for more than (3) minutes.
- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chairman of the meeting may direct that a written or oral response be given.
- i ~~[A person shall stand when requesting to speak and when speaking (except when a person has a disability or is likely to suffer discomfort)]~~ OR [A person shall raise his hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort)]. The chairman of the meeting may at any time permit a person to be seated when speaking.
- j A person who speaks at a meeting shall direct his comments to the chairman of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chairman of the meeting shall direct the order of speaking.
- l **Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To “report” means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.**
- m **A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**
- n **The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
- o **Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chairman of the Council may in his absence be done by, to or before the Vice-Chairman of the Council (if there is one).**

cont.

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- p **The Chairman of the Council, if present, shall preside at a meeting. If the Chairman is absent from a meeting, the Vice-Chairman of the Council (if there is one) if present, shall preside. If both the Chairman and the Vice-Chairman are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
  
- q **Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting rights present and voting.**
  
- r **The chairman of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise his casting vote whether or not he gave an original vote.**  
*See standing orders 5(h) and (i) for the different rules that apply in the election of the Chairman of the Council at the annual meeting of the Council.*
  
- s **Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his vote for or against that question. Such a request shall be made before moving on to the next item of business on the agenda.**
  
- t The minutes of a meeting shall include an accurate record of the following:
  - i. the time and place of the meeting;
  - ii. the names of councillors who are present and the names of councillors who are absent;
  - iii. interests that have been declared by councillors and non-councillors with voting rights;
  - iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
  - v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
  - vi. if there was a public participation session; and
  - vii. the resolutions made.
  
- u **A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on his right to participate and vote on that matter.** **cont.**

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- v **No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.**

*See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.*

- w **If a meeting is or becomes inquorate no business shall be transacted**
- and the meeting shall be closed. The business on the agenda for the meeting
- shall be adjourned to another meeting.

x A meeting shall not exceed a period of (2 1/2) hours.

### 3. COMMITTEES AND SUB-COMMITTEES

- a **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- b **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**
- c **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- d The Council may appoint standing committees or other committees as may be necessary, and:
  - i. shall determine their terms of reference;
  - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
  - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
  - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;
  - v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer ( 3 ) days before the meeting that they are unable to attend;
  - vi. shall, after it has appointed the members of a standing committee, appoint the chairman of the standing committee;

**cont.**

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**Review due Date**

- vii. shall permit a committee other than a standing committee, to appoint its own chairman at the first meeting of the committee;
- viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;
- ix. shall determine if the public may participate at a meeting of a committee;
- x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
- xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

#### **4. ORDINARY COUNCIL MEETINGS**

- a **In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b **In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c **If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d **In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- e **The first business conducted at the annual meeting of the Council shall be the election of the Chairman and Vice-Chairman (if there is one) of the Council.**
- f **The Chairman of the Council, unless he has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until his successor is elected at the next annual meeting of the Council.**
- g **The Vice-Chairman of the Council, if there is one, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chairman of the Council at the next annual meeting of the Council.**

**In an election year, if the current Chairman of the Council has not been re-elected as a member of the Council, he shall preside at the annual meeting until a successor Chairman of the Council has been elected. The current Chairman of the Council shall not have an original vote in respect**

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**Date of Adoption of Policy**  
**Review due Date**

- h of the election of the new Chairman of the Council but shall give a casting vote in the case of an equality of votes.
- i In an election year, if the current Chairman of the Council has been re-elected as a member of the Council, he shall preside at the annual meeting until a new Chairman of the Council has been elected. He may exercise an original vote in respect of the election of the new Chairman of the Council and shall give a casting vote in the case of an equality of votes.
- j Following the election of the Chairman of the Council and Vice-Chairman (if there is one) of the Council at the annual meeting, the business shall include:
  - i. In an election year, delivery by the Chairman of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chairman of the Council of his acceptance of office form unless the Council resolves for this to be done at a later date;
  - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
  - iii. Receipt of the minutes of the last meeting of a committee;
  - iv. Consideration of the recommendations made by a committee;
  - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
  - vi. Review of the terms of reference for committees;
  - vii. Appointment of members to existing committees;
  - viii. Appointment of any new committees in accordance with standing order 4;
  - ix. Review and adoption of appropriate standing orders and financial regulations;
  - x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.
  - xi. Review of representation on or work with external bodies and arrangements for reporting back;
  - xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;

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**Date of Adoption of Policy**  
**Review due Date**

- xiii. Review of inventory of land and other assets including buildings and office equipment;
- xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks;
- xv. Review of the Council's and/or staff subscriptions to other bodies;
- xvi. Review of the Council's complaints procedure;
- xvii. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (*see also standing orders 11, 20 and 21*);
- xviii. Review of the Council's policy for dealing with the press/media;
- xix. Review of the Council's employment policies and procedures;
- xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
- xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

## **5. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES**

- a **The Chairman of the Council may convene an extraordinary meeting of the Council at any time.**
- b **If the Chairman of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.**
- c The chairman of a committee [or a sub-committee] may convene an extraordinary meeting of the committee [or the sub-committee] at any time.
- d If the chairman of a committee [or a sub-committee] does not call an extraordinary meeting within (7) days of having been requested to do so by (2) members of the committee [or the sub-committee], any (2) members of the committee [or the sub-committee] may convene an extraordinary meeting of the committee [or a sub-committee].

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**Date of Adoption of Policy**  
**Review due Date**

## **6. PREVIOUS RESOLUTIONS**

- a A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least (4) councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.

## **7. VOTING ON APPOINTMENTS**

- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chairman of the meeting.

## **8. MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER**

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least (10) clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least (5) clear days before the meeting.
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.

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**Date of Adoption of Policy  
Review due Date**

- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

**9. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE**

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
  - i. to correct an inaccuracy in the draft minutes of a meeting;
  - ii. to move to a vote;
  - iii. to defer consideration of a motion;
  - iv. to refer a motion to a particular committee or sub-committee;
  - v. to appoint a person to preside at a meeting;
  - vi. to change the order of business on the agenda;
  - vii. to proceed to the next business on the agenda;
  - viii. to require a written report;
  - ix. to appoint a committee or sub-committee and their members;
  - x. to extend the time limits for speaking;
  - xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;
  - xii. to not hear further from a councillor or a member of the public;
  - xiii. to exclude a councillor or member of the public for disorderly conduct;
  - xiv. to temporarily suspend the meeting;
  - xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);
  - xvi. to adjourn the meeting; or
  - xvii. to close the meeting.

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**Date of Adoption of Policy**  
**Review due Date**

## 10. MANAGEMENT OF INFORMATION

*See also standing order 20.*

- a The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data.
- b The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).
- c The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.
- d Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.

## 11. DRAFT MINUTES

- Full Council meetings ●
- Committee meetings ●
- Sub-committee meetings ●

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chairman of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chairman of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:

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Date of Adoption of Policy  
Review due Date

“The chairman of this meeting does not believe that the minutes of the meeting of the ( ) held on [date] in respect of ( ) were a correct record but his view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings.”

- e **If the Council’s gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**
- f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

## 12. **CODE OF CONDUCT AND DISPENSATIONS**

*See also standing order 3(u).*

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has a disclosable pecuniary interest. He may return to the meeting after it has considered the matter in which he had the interest.
- c Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has another interest if so required by the Council’s code of conduct. He may return to the meeting after it has considered the matter in which he had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made [by the Proper Officer] OR [by a meeting of the Council, or committee or sub-committee for which the dispensation is required] and that decision is final.
- f A dispensation request shall confirm:
  - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
  - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
  - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
  - iv. an explanation as to why the dispensation is sought.

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**Date of Adoption of Policy**  
**Review due Date**



- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered [by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required] OR [at the beginning of the meeting of the Council, or committee or sub-committee for which the dispensation is required].
- h **A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:**
  - i without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;
  - ii granting the dispensation is in the interests of persons living in the Council's area; or
  - iii it is otherwise appropriate to grant a dispensation.

### 13. **CODE OF CONDUCT COMPLAINTS**

- a Upon notification by the District or Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of Council of this fact, and the Chairman shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14(d).
- c The Council may:
  - i provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
  - ii seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d **Upon notification by the District or Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.**

#### 14. PROPER OFFICER

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.
- b The Proper Officer shall:
- i. **at least three clear days before a meeting of the council, a committee or a sub-committee,**
    - **serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and**
    - **Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).**
- See standing order 3(b) for the meaning of clear days for a meeting of a full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;*
- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least (7) days before the meeting confirming his withdrawal of it;
  - iii. **convene a meeting of the Council for the election of a new Chairman of the Council, occasioned by a casual vacancy in his office;**
  - iv. **facilitate inspection of the minute book by local government electors;**
  - v. **receive and retain copies of byelaws made by other local authorities;**
  - vi. hold acceptance of office forms from councillors;
  - vii. hold a copy of every councillor's register of interests;
  - viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
  - ix. liaise, as appropriate, with the Council's Data Protection Officer (if there is one);

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Date of Adoption of Policy  
Review due Date

- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
- xii. arrange for legal deeds to be executed;  
(see also standing order 23);
- xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiv. record every planning application notified to the Council and the Council's response to the local planning authority in a book for such purpose;
- xv. refer a planning application received by the Council to the [Chairman or in his absence the Vice-Chairman (if there is one) of the Council] OR [Chairman or in his absence Vice-Chairman (if there is one) of the (Planning) Committee] within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of [the Council] OR ~~(the~~ committee];
- xvi. manage access to information about the Council via the publication scheme; and
- xvii. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect.  
(see also standing order 23).

## 15. RESPONSIBLE FINANCIAL OFFICER

- a The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

## 16. ACCOUNTS AND ACCOUNTING STATEMENTS

- a "Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".

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**Date of Adoption of Policy**  
**Review due Date**

- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
  - i. the Council's receipts and payments (or income and expenditure) for each quarter;
  - ii. the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
  - iii. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
  - i. each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
  - ii. to the Council the accounting statements for the year in the form of Section 2 of the annual governance and accountability return, as required by proper practices, for consideration and approval.
- e The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

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**Review due Date**

## 17. FINANCIAL CONTROLS AND PROCUREMENT

- a. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
  - i. the keeping of accounting records and systems of internal controls;
  - ii. the assessment and management of financial risks faced by the Council;
  - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
  - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
  - v. whether contracts with an estimated value below **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds referred to in standing order 18(f) is subject to the "light touch" arrangements under Regulations 109-114 of the Public Contracts Regulations 2015 unless it proposes to use an existing list of approved suppliers (framework agreement).**
- d. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
  - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
  - ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
  - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;

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Date of Adoption of Policy  
Review due Date

- iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
  - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
  - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- e. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f. **Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**

## 18. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of [Council] OR [the (Finance) committee] OR [the (Staffing sub-committee)] is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chairman of the Staffing committee or the vice-chair of the Staffing committee ~~[the (chair of the Finance) committee] OR [the ( ) sub-committee]~~ or, if he is not available, the vice-chairman (if there is one) of ~~[the ( ) committee] OR [the ( ) sub-committee]~~ of absence occasioned by illness or other reason and that person shall report such absence to the Staffing committee ~~[the ( ) committee] OR [the ( ) sub-committee]~~ at its next meeting.
- c The chairman of [the (Staffing) committee] OR ~~[the ( ) sub-committee]~~ or in his absence, the vice-chairman shall upon a resolution conduct a review of the performance and annual appraisal of the work of [the member of staff's job title]. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by [the (Staffing) committee] OR ~~[the ( ) sub-committee]~~.
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff (or other members of staff) shall contact the chairman of [the (Staffing) committee] OR ~~[the ( ) sub-committee]~~ or in his absence, the vice-chairman of [the (Staffing) committee] OR ~~[the ( ) sub-committee]~~ in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of [the (Staffing) committee] OR ~~[the ( ) sub-committee]~~.

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Date of Adoption of Policy  
Review due Date

- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by [a member of staff] relates to the chairman or vice-chairman of [the (Staffing) committee] OR [the ( ) sub-committee], this shall be communicated to another member of [the (Staffing) committee] OR [the ( ) sub-committee], which shall be reported back and progressed by resolution of [the (Staffing) committee] OR [the ( ) sub-committee].
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.
- g In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 19(f).

## 19. RESPONSIBILITIES TO PROVIDE INFORMATION

*See also standing order 21.*

- a **In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.**
- b *[If gross annual income or expenditure (whichever is higher) does not exceed £25,000]* **The Council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.**

OR

*[If gross annual income or expenditure (whichever is the higher) exceeds £200,000]* **The Council, shall publish information in accordance with the requirements of the Local Government (Transparency Requirements) (England) Regulations 2015.**

## 20. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION

(Below is not an exclusive list).

*See also standing order 11.*

- a The Council may appoint a Data Protection Officer.
- b **The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his personal data.**
- c **The Council shall have a written policy in place for responding to and managing a personal data breach.**

cont.

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Date of Adoption of Policy  
Review due Date

- d **The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.**
- e **The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.**
- f **The Council shall maintain a written record of its processing activities.**

## **21. RELATIONS WITH THE PRESS/MEDIA**

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or other media.

## **22. EXECUTION AND SEALING OF LEGAL DEEDS**

*See also standing orders 15(b)(xii) and (xvii).*

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- b **[Subject to standing order 23(a), the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.]**

*The above is applicable to a Council with a common seal.*

OR

**[Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.]**

*The above is applicable to a Council without a common seal.*

## **23. COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY COUNCILLORS**

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council OR Unitary Council representing the area of the Council.
- b Unless the Council determines otherwise, a copy of each letter sent to the District and County Council OR Unitary Council shall be sent to the ward councillor(s) representing the area of the Council.

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## **24. RESTRICTIONS ON COUNCILLOR ACTIVITIES**

- a. Unless duly authorised no councillor shall:
  - i. inspect any land and/or premises which the Council has a right or duty to inspect; or
  - ii. issue orders, instructions or directions.

## **25. STANDING ORDERS GENERALLY**

- a. All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b. A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least ( 4 ) councillors to be given to the Proper Officer in accordance with standing order 9.
- c. The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d. The decision of the chairman of a meeting as to the application of standing orders at the meeting shall be final.

# COLYFORD PARISH COUNCIL

## DRAFT COUNCILLOR CODE OF CONDUCT

### Joint Statement

The role of Councillor across all tiers of local government is a vital part of our country's system of democracy. It is important that as Councillors we can be held accountable and all adopt the behaviours and responsibilities associated with the role. Our conduct as an individual Councillor affects the reputation of all Councillors. We want the role of Councillor to be one that people aspire to. We also want individuals from a range of backgrounds and circumstances to be putting themselves forward to become Councillors. As Councillors, we represent local residents, work to develop better services and deliver local change. The public have high expectations of us and entrust us to represent our local area, taking decisions fairly, openly, and transparently. We have both an individual and collective responsibility to meet these expectations by maintaining high standards and demonstrating good conduct, and by challenging behaviour which falls below expectations. Importantly, we should be able to undertake our role as a Councillor without being intimidated, abused, bullied, or threatened by anyone, including the general public. This Code has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.

### Introduction

The Local Government Association (LGA) has developed this Model Councillor Code of Conduct, in association with key partners and after extensive consultation with the sector, as part of its work on supporting all tiers of local government to continue to aspire to high standards of leadership and performance. It is a template for councils to adopt in whole and/or with local amendments.

All councils are required to have a local Councillor Code of Conduct.

The LGA will undertake an annual review of this Code to ensure it continues to be fit-for purpose, incorporating advances in technology, social media and changes in legislation. The LGA can also offer support, training and mediation to councils and Councillors on the application of the Code and the National Association of Local Councils (NALC) and the county associations of local councils can offer advice and support to town and parish councils.

### Definitions

For the purposes of this Code of Conduct, a "Councillor" means a member or co-opted member of Colyford Parish Council (from this point known as the Council). A "co-opted member" is defined in the Localism Act 2011 Section 27(4) as "a person who is not a member of the Council but who a) is a member of any committee or sub-committee of the Council, or; b) is a member of, and represents the Council on, any joint committee or joint subcommittee of the Council; and who is entitled to vote on any question that falls to be decided at any meeting of that committee or sub-committee".

### Purpose of the Code of Conduct

The purpose of this Code of Conduct is to assist you, as a Councillor, in modelling the behaviour that is expected of you, to provide a personal check and balance, and to set out the type of conduct that could lead to action being taken against you. It is also to protect you, the public, fellow Councillors and the reputation of the Council. It sets out general principles of conduct expected of all Councillors and your specific obligations in relation to standards of conduct. The Council encourages the use of support, training and mediation prior to action being taken using the Code. The fundamental aim of the Code is to create and maintain public confidence in the role of Councillors and the Council.

## **General Principles of Councillor Conduct**

Everyone in public office at all levels; all who serve the public or deliver public services, including ministers, civil servants, Councillors and the Council officers; should uphold the Seven Principles of Public Life, also known as the Nolan Principles.

Building on these principles, the following general principles have been developed specifically for the role of Councillor.

In accordance with the public trust placed in me, on all occasions:

- I act with integrity and honesty
- I act lawfully
- I treat all persons fairly and with respect; and
- I lead by example and act in a way that secures public confidence in the role of Councillor.

In undertaking my role:

- I impartially exercise my responsibilities in the interests of the local community
- I do not improperly seek to confer an advantage, or disadvantage, on any person
- I avoid conflicts of interest
- I exercise reasonable care and diligence; and
- I ensure that public resources are used prudently in accordance with my the Council's requirements and in the public interest.

## **Application of the Code of Conduct**

This Code of Conduct applies to you as soon as you sign your declaration of acceptance of the office of Councillor or attend your first meeting as a co-opted member and continues to apply to you until you cease to be a Councillor.

This Code of Conduct applies to you when you are acting in your capacity as a Councillor which may include when:

- you misuse your position as a Councillor
- your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a Councillor;

The Code applies to all forms of communication and interaction, including:

- at face-to-face meetings
- at online or telephone meetings
- in written communication
- in verbal communication
- in non-verbal communication
- in electronic and social media communication, posts, statements and comments.

You are also expected to uphold high standards of conduct and show leadership at all times when acting as a Councillor.

East Devon District Council's Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from East Devon District Council's Monitoring Officer on any matters that may relate to the Code of Conduct. The Council Councillors are encouraged to seek advice from their Clerk, who may refer matters to East Devon District Council's Monitoring Officer.

## **Standards of Councillor Conduct**

This section sets out your obligations, which are the minimum standards of conduct required of you as a Councillor. Should your conduct fall short of these standards, a complaint may be made against you, which may result in action being taken.

Guidance is included to help explain the reasons for the obligations and how they should be followed.

### **General Conduct**

#### **1. Respect**

**As a Councillor:**

- 1.1 I treat other Councillors and members of the public with respect.**
- 1.2 I treat employees and representatives of partner organisations and those volunteering for the Council with respect and respect the role they play.**

Respect means politeness and courtesy in behaviour, speech, and in the written word. Debate and having different views are all part of a healthy democracy. As a Councillor, you can express, challenge, criticise and disagree with views, ideas, opinions and policies in a robust but civil manner. You should not, however, subject individuals, groups of people or organisations to personal attack.

In your contact with the public, you should treat them politely and courteously. Rude and offensive behaviour lowers the public's expectations and confidence in Councillors.

In return, you have a right to expect respectful behaviour from the public. If members of the public are being abusive, intimidatory or threatening you are entitled to stop any conversation or interaction in person or online and report them to the Council, the relevant social media provider or the police. This also applies to fellow Councillors, where action could then be taken under the Councillor Code of Conduct, and Council employees, where concerns should be raised in line with the Council's Councillor-officer protocol.

#### **2. Bullying, Harassment and Discrimination**

**As a Councillor:**

- 2.1 I do not bully any person.**
- 2.2 I do not harass any person.**
- 2.3 I promote equalities and do not discriminate unlawfully against any person.**

The Advisory, Conciliation and Arbitration Service (ACAS) characterises bullying as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient. Bullying might be a regular pattern of behaviour or a one-off incident, happen face-to-face, on social media, in emails or phone calls, happen in the workplace or at work social events and may not always be obvious or noticed by others.

The Protection from Harassment Act 1997 defines harassment as conduct that causes alarm or distress or puts people in fear of violence and must involve such conduct on at least two occasions. It can include repeated attempts to impose unwanted communications and contact upon a person in a manner that could be expected to cause distress or fear in any reasonable person.

**Cont.**

Unlawful discrimination is where someone is treated unfairly because of a protected characteristic. Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. They are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

The Equality Act 2010 places specific duties on local authorities. Councillors have a central role to play in ensuring that equality issues are integral to the Council's performance and strategic aims, and that there is a strong vision and public commitment to equality across public services.

### **3. Impartiality of Officers of the Council**

**As a Councillor:**

- 3.1 I do not compromise, or attempt to compromise, the impartiality of anyone who works for, or on behalf of, the Council.**

Officers work for the Council as a whole and must be politically neutral. They should not be coerced or persuaded to act in a way that would undermine their neutrality. You can question officers in order to understand, for example, their reasons for proposing to act in a particular way, or the content of a report that they have written. However, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity.

### **4. Confidentiality and Access to Information**

**As a Councillor:**

- 4.1 I do not disclose information:**
- a. given to me in confidence by anyone**
  - b. acquired by me which I believe, or ought reasonably to be aware, is of a confidential nature, unless:**
    - i. I have received the consent of a person authorised to give it;**
    - ii. I am required by law to do so;**
    - iii. the disclosure is made to a third party for the purpose of obtaining professional legal advice provided that the third party agrees not to disclose the information to any other person; or**
    - iv. the disclosure is:**
      - 1. reasonable and in the public interest; and**
      - 2. made in good faith and in compliance with the reasonable requirements of the Council; and**
      - 3. I have consulted East Devon District Council's Monitoring Officer prior to its release.**
- 4.2 I do not improperly use knowledge gained solely as a result of my role as a Councillor for the advancement of myself, my friends, my family members, my employer or my business interests.**
- 4.3 I do not prevent anyone from getting information that they are entitled to by law.**

Local authorities must work openly and transparently, and their proceedings and printed materials are open to the public, except in certain legally defined circumstances. You should work on this basis, but there will be times when it is required by law that discussions, documents and other information relating to or held by the Council must be treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

## 5. Disrepute

**As a Councillor:**

### **5.1 I do not bring my role or the Council into disrepute.**

As a Councillor, you are trusted to make decisions on behalf of your community and your actions and behaviour are subject to greater scrutiny than that of ordinary members of the public. You should be aware that your actions might have an adverse impact on you, other Councillors and/or the Council and may lower the public's confidence in your or the Council's ability to discharge your/its functions. For example, behaviour that is considered dishonest and/or deceitful can bring the Council into disrepute. **Cont.**

You are able to hold the Council and fellow Councillors to account and are able to constructively challenge and express concern about decisions and processes undertaken by the council whilst continuing to adhere to other aspects of this Code of Conduct.

## 6. Use of Position

**As a Councillor:**

### **6.1 I do not use, or attempt to use, my position improperly to the advantage or disadvantage of myself or anyone else.**

Your position as a member of the Council provides you with certain opportunities, responsibilities, and privileges, and you make choices all the time that will impact others. However, you should not take advantage of these opportunities to further your own or others' private interests or to disadvantage anyone unfairly.

## 7. Use of the Council resources and facilities

**As a Councillor:**

### **7.1 I do not misuse council resources.**

### **7.2 I will, when using the resources of the Council or authorising their use by others:**

- a. act in accordance with the Council's requirements; and**
- b. ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of the Council or of the office to which I have been elected or appointed.**

You may be provided with resources and facilities by the Council to assist you in carrying out your duties as a Councillor.

Examples include:

- office support
- office stationery
- equipment such as phones, and computers
- transport
- access and use of the Council buildings and rooms.

These are given to you to help you carry out your role as a Councillor more effectively and are not to be used for business or personal gain. They should be used in accordance with the purpose for which they have been provided and the Council's own policies regarding their use.

## **8. Complying with the Code of Conduct**

**As a Councillor:**

- 8.1 I undertake Code of Conduct training provided by my the Council.**
- 8.2 I cooperate with any Code of Conduct investigation and/or determination.**
- 8.3 I do not intimidate or attempt to intimidate any person who is likely to be involved with the administration of any investigation or proceedings.**
- 8.4 I comply with any sanction imposed on me following a finding that I have breached the Code of Conduct.**

It is extremely important for you as a Councillor to demonstrate high standards, for you to have your actions open to scrutiny and for you not to undermine public trust in the Council or its governance. If you do not understand or are concerned about the Council's processes in handling a complaint you should raise this with East Devon District Council's Monitoring Officer.

## **Protecting Your Reputation and the Reputation of the Council**

### **9. Interests**

**As a Councillor:**

- 9.1 I register and disclose my interests.**

Section 29 of the Localism Act 2011 requires East Devon District Council's Monitoring Officer to establish and maintain a register of interests of members of the Council.

You need to register your interests so that the public, the Council employees and fellow Councillors know which of your interests might give rise to a conflict of interest. The register is a public document that can be consulted when (or before) an issue arises. The register also protects you by allowing you to demonstrate openness and a willingness to be held accountable. You are personally responsible for deciding whether or not you should disclose an interest in a meeting, but it can be helpful for you to know early on if others think that a potential conflict might arise. It is also important that the public know about any interest that might have to be disclosed by you or other Councillors when making or taking part in decisions, so that decision making is seen by the public as open and honest. This helps to ensure that public confidence in the integrity of local governance is maintained.

You should note that failure to register or disclose a disclosable pecuniary interest as set out in **Table 1**, is a criminal offence under the Localism Act 2011.

**Appendix B** sets out the detailed provisions on registering and disclosing interests. If in doubt, you should always seek advice from East Devon District Council's Monitoring Officer.

### **10. Gifts and Hospitality**

**As a Councillor:**

- 10.1 I do not accept gifts or hospitality, irrespective of estimated value, which could give rise to real or substantive personal gain or a reasonable suspicion of influence on my part to show favour from persons seeking to acquire, develop or do business with the Council or from persons who may apply to the Council for any permission, licence or other significant advantage.**
- 10.2 I register with East Devon District Council's Monitoring Officer any gift or hospitality with an estimated value of at least £25 within 28 days of its receipt.**
- 10.3 I register with East Devon District Council's Monitoring Officer any significant gift or hospitality that I have been offered but have refused to accept.**

**Cont.**

In order to protect your position and the reputation of the Council, you should exercise caution in accepting any gifts or hospitality which are (or which you reasonably believe to be) offered to you because you are a Councillor. The presumption should always be not to accept significant gifts or hospitality. However, there may be times when such a refusal may be difficult if it is seen as rudeness in which case you could accept it but must ensure it is publicly registered. However, you do not need to register gifts and hospitality which are not related to your role as a Councillor, such as Christmas gifts from your friends and family. It is also important to note that it is appropriate to accept normal expenses and hospitality associated with your duties as a Councillor. If you are unsure, do contact your East Devon District Council's Monitoring Officer for guidance.

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## **Appendices**

### **Appendix A – The Seven Principles of Public Life**

The principles are:

#### **Selflessness**

Holders of public office should act solely in terms of the public interest.

#### **Integrity**

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must disclose and resolve any interests and relationships.

#### **Objectivity**

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias. Accountability Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

#### **Openness**

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing. Honesty Holders of public office should be truthful.

#### **Leadership**

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

## Appendix B Registering Interests

Within 28 days of becoming a Councillor or your re-election or re-appointment to office you must register with East Devon District Council's Monitoring Officer the interests which fall within the categories set out in **Table 1 (Disclosable Pecuniary Interests)** which are as described in "The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012". You should also register details of your other personal interests which fall within the categories set out in **Table 2 (Other Registerable Interests)**.

"**Disclosable Pecuniary Interest**" means an interest of yourself, or of your partner if you are aware of your partner's interest, within the descriptions set out in **Table 1** below.

"**Partner**" means a spouse or civil partner, or a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners.

1. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest, or of any change to a registered interest, notify East Devon District Council's Monitoring Officer.
2. A 'sensitive interest' is as an interest which, if disclosed, could lead to the Councillor, or a person connected with the Councillor, being subject to violence or intimidation.
3. Where you have a 'sensitive interest' you must notify East Devon District Council's Monitoring Officer with the reasons why you believe it is a sensitive interest. If East Devon District Council's Monitoring Officer agrees they will withhold the interest from the public register.

### Non Participation in Case of Disclosable Pecuniary Interest

4. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in **Table 1**, you must disclose the interest, not participate in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.

### Disclosure of Other Registerable Interests

5. Where a matter arises at a meeting which **directly relates** to the financial interest or well-being of one of your Other Registerable Interests (as set out in **Table 2**), you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

### Disclosure of Non-Registerable Interests

6. Where a matter arises at a meeting which **directly relates** to your financial interest or well-being (and is not a Disclosable Pecuniary Interest set out in Table 1) or a financial interest or well-being of a relative or close associate, you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

Cont.

7. Where a matter arises at a meeting which **affects** –
- a. your own financial interest or well-being;
  - b. a financial interest or well-being of a relative or close associate; or
  - c. a financial interest or well-being of a body included under Other Registrable Interests as set out in **Table 2**

you must disclose the interest. In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied

8. Where a matter (referred to in paragraph 8 above) **affects** the financial interest or well-being:
- a. to a greater extent than it affects the financial interests of the majority of inhabitants of the parish affected by the decision and;
  - b. a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

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**Table 1: Disclosable Pecuniary Interests**

This table sets out the explanation of Disclosable Pecuniary Interests as set out in the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012

| Subject  | Description   |
|--|---|
| <b>Employment, office, trade, profession or vocation</b> | Any employment, office, trade, profession or vocation carried on for profit or gain.  |
| <b>Sponsorship</b>                                       | Any payment or provision of any other financial benefit (other than from the council) made to the Councillor during the previous 12-month period for expenses incurred by him/her in carrying out his/her duties as a Councillor, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.  |
| <b>Contracts</b>   | Any contract made between the Councillor or his/her spouse or civil partner or the person with whom the Councillor is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the council -<br>(a) under which goods or services are to be provided or works are to be executed; and<br>(b) which has not been fully discharged |
| <b>Land and Property</b>                                 | Any beneficial interest in land which is within the area of the council. 'Land' excludes an easement, servitude, interest or right in or over land which does not give the Councillor or his/her spouse or civil partner or the person with whom the Councillor is living as if they were spouses/ civil partners (alone or jointly with another) a right to occupy or to receive income.   |
| <b>Licenses</b>  | Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer  |
| <b>Corporate tenancies</b>                               | Any tenancy where (to the Councillor's knowledge)-<br>(a) the landlord is the council; and<br>(b) the tenant is a body that the Councillor, or his/her spouse or civil partner or the person with whom the Councillor is living as if they were spouses/ civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.   |
| <b>Securities</b>  | Any beneficial interest in securities* of a body where-<br>(a) that body (to the Councillor's knowledge) has a place of business or land in the area of the council; and  |

**Cont.**

|  |   |
|--|---|
|  | <p>(b) either-</p> <p>(i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the Councillor, or his/ her spouse or civil partner or the person with whom the Councillor is living as if they were spouses/civil partners have a beneficial interest exceeds one hundredth of the total issued share capital of that class.</p> |
|--|---|

\* 'director' includes a member of the committee of management of an industrial and provident society.

\* 'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

**Table 2: Other Registrable Interests**

|   |
|---|
| <p>You must register as an Other Registerable Interest:</p> <p>a) any unpaid directorships</p> <p>b) any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority</p> <p>c) any body</p> <ul style="list-style-type: none"> <li>(i) exercising functions of a public nature</li> <li>(ii) directed to charitable purposes or</li> <li>(iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union)</li> </ul> <p>of which you are a member or in a position of general control or management</p> |
|---|

## Appendix C – the Committee on Standards in Public Life

The LGA has undertaken this review whilst the Government continues to consider the recommendations made by the Committee on Standards in Public Life in their report on Local Government Ethical Standards. If the Government chooses to implement any of the recommendations, this could require a change to this Code.

The recommendations cover:

- Recommendations for changes to the Localism Act 2011 to clarify in law when the Code of Conduct applies
- The introduction of sanctions
- An appeals process through the Local Government Ombudsman
- Changes to the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012
- Updates to the Local Government Transparency Code
- Changes to the role and responsibilities of the Independent Person
- That the criminal offences in the Localism Act 2011 relating to Disclosable Pecuniary Interests should be abolished

The Local Government Ethical Standards report also includes Best Practice recommendations. These are:

**Best practice 1:** Local authorities should include prohibitions on bullying and harassment in codes of conduct. These should include a definition of bullying and harassment, supplemented with a list of examples of the sort of behaviour covered by such a definition.

**Best practice 2:** Councils should include provisions in their code of conduct requiring Councillors to comply with any formal standards investigation and prohibiting trivial or malicious allegations by Councillors.

**Best practice 3:** A Council's code should be readily accessible to both Councillors and the public, in a prominent position on a council's website and available in council premises.

**Best practice 4:** Local authorities should update their gifts and hospitality register at least once per quarter, and publish it in an accessible format, such as CSV.

**Best practice 5:** Councils should publish a clear and straightforward public interest test against which allegations are filtered.

**Best practice 6:** Local authorities should have access to at least two Independent Persons.

**Best practice 7:** An Independent Person should be consulted as to whether to undertake a formal investigation on an allegation, and should be given the option to review and comment on allegations which the responsible officer is minded to dismiss as being without merit, vexatious, or trivial.

**Best practice 8:** Where a the Council makes a decision on an allegation of misconduct following a formal investigation, a decision notice should be published as soon as possible on its website, including a brief statement of facts, the provisions of the code engaged by the allegations, the view of the Independent Person, the reasoning of the decision-maker, and any sanction applied.

**Best practice 9:** A the Council should have straightforward and accessible guidance on its website on how to make a complaint under the code of conduct, the process for handling complaints, and estimated timescales for investigations and outcomes.

Cont.

**Best practice 10:** Formal standards complaints about the conduct of a parish Councillor towards a clerk should be made by the chair or by the parish council, rather than the clerk in all but exceptional circumstances.

**Best practice 11:** East Devon District Council's Monitoring Officers' roles should include providing advice, support and management of investigations and adjudications on alleged breaches to parish councils within the remit of the principal Council. They should be provided with adequate training, corporate support and resources to undertake this work.

**Best practice 12:** A the Council should have procedures in place to address any conflicts of interest when undertaking a standards investigation. Possible steps should include asking the Monitoring Officer from a different Council to undertake the investigation.

**Best practice 13:** Councils should report on separate bodies they have set up or which they own as part of their annual governance statement and give a full picture of their relationship with those bodies. Separate bodies created by local authorities should abide by the Nolan principle of openness and publish their board agendas and minutes and annual reports in an accessible place.

***The LGA has committed to reviewing the Code on an annual basis to ensure it is still fit for purpose.***

Adapted from Local Government Association Model Councillor Code of Conduct 2020 Approved 3/12/2020  
Updated 19 Jan 2021 and 17 May 2021 as per recommendation from Devon Association of Local Councils

Date of Adoption of Policy

Review due Date

## **BANK ACCOUNTS**

### **Lloyds Bank Account**

#### **Lloyds Treasurers Account**

#### **Treasurers Account**

No monthly fees but charges for specific services-leaflet attached to this document

Annual turnover of less than £50k

Initial phone call required, which takes an hour +

Paperwork sent out after initial phone call within 5 working days

Set up can take up to 6 weeks after paperwork is received back from them

2 signatories required for cheques

Online banking

Debit card

Nearest branch Seaton

#### **Details Required**

A copy or photograph of all signatures

Name, mobile number, email address, date of birth and three years' personal history for everyone connected to the account

Business address, details of activities and estimated turnover

### **Unity Trust**

#### **Unity Business Banking**

#### **Unity T1 Account**

Charges £6 per month charged quarterly-leaflet attached re additional charges

Annual turnover of less than £100k

On line application

Set up- up to 4 weeks

2 signatories required for cheques

Flexible online banking i.e. one to set up payment, another to authorise, limited access to account etc

Multipay card-£3 per month, DD set up to clear balance monthly-leaflet attached

Use Natwest for banking-nearest branch Honiton

#### **Details Required**

A copy or photograph of all signatures

Name, mobile number, email address, date of birth and three years' personal history for everyone connected to the account

Business address, details of activities and estimated turnover

#### **Savings Account**

Instant Access

No fee

No minimum deposit

Gross rate 2.16% (as at 18/4/23)

Net rate 2.15% (as at 18/4/23)

### **Santander Bank**

#### **Treasurers Account**

Not taking on any new Treasurers account customers



## **HSBC**

HSBC Small business Account

### **SMALL BUSINESS ACCOUNT**

Online application plus additional paperwork to be sent in

Annual turnover less than £2m

Up to six weeks setup

Free banking for first year

£8 per month-leaflet attached re additional charges

2 signatories required for cheques

Online banking

Nearest branch Honiton

### **Details Required**

#### **Business details:**

- full business address, including postcode
- contact details (landline number, mobile number, email address)
- Companies House registration number (for limited companies and partnerships)
- your estimated turnover

#### **Personal details from you, plus any partners or directors:**

- full name and date of birth
- telephone number and email address
- current personal address (and previous address if you've been there under 3 years)
- account number (if you already bank with us)
- details of your debit/credit cards
- A copy or photograph of all signatures

BUSINESS BANKING

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# ADDITIONAL SERVICES ACCOUNT CHARGES & PROCESSING TIMES

Your account charges and processing  
times explained

Effective from January 2023

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LLOYDS BANK

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## Charges for additional services

Outlined below are the charges your organisation will pay when using other services outside your day-to-day business banking. If you make or receive international payments please ask for our Business Banking International Services tariff.

| <b>Bankers draft</b>  | <b>Charge</b> |
|---|---------------|
| Bankers draft (sterling)  | £20           |
| <b>Electronic funds transfer 'CHAPS' payment</b>                |               |
| Transfer of funds for same-day value                            | £30           |
| <b>Stopped cheque</b>   |               |
| Your instruction to us not to pay a cheque that you have issued | £10           |
| If the cheque has been lost or stolen                           | Free          |
| <b>Statements</b>   |               |
| You will receive a regular monthly statement of your account    | Free          |
| <b>Intermediate statements</b>                                  |               |
| Ordered via Cashpoint® machine                                  | Free          |
| Ordered at branch   | £3            |
| Copy statements   | Free          |



| Status enquiry   | Charge                      |
|--|-----------------------------|
| Where you can request information about a third party to assess if they can commit to a financial arrangement or make a payment. This can only be requested with the third party's consent and the information is based on their account status at the time of enquiry.  | £10.21<br>(includes VAT)    |
| Audit letter   |                             |
| Details of balances and other information provided, at your request, to your accountant.   | £25 plus VAT<br>per account |
| SMS Text alerts  |                             |
| You can register for text alerts at <a href="https://lloydsbank.com/business/help-and-support/account-management/text-alerts">lloydsbank.com/business/help-and-support/account-management/text-alerts</a>  | Free                        |
| Clerical administration fee  |                             |
| We are happy to discuss your day-to-day banking activities without charge. However, if we spend a significant amount of time on a specific area not covered in this brochure, we may charge a fee. In all cases this will be agreed with you first.  |                             |
| Using other banks  |                             |
| Other banks sometimes charge us when you use their counter services. In turn, we may pass these costs on to you. Your branch will be able to tell you which banks charge and why.<br>Inter-Bank Agency Agreements are arrangements between banks to provide a range of branch counter services to another bank's customers by prior arrangement.<br>They provide a convenient service to business customers who find the accessibility of their own bank's branches difficult – for example due to location. |                             |
| Other services   |                             |
| Some charges may not be included in your pre-notification. If this is the case, we'll call, email (if appropriate) or write to tell you how much the service will cost, before we provide it.  |                             |
| Bacs – file submitted  | Free                        |
| Bacs – debit or credit item  | Free                        |
| Credit paid via a Night Safe   | Free                        |

# Business Debit and Cashpoint® Card charges

| Using your card in the UK  | Charge  |
|--|---|
| ATM withdrawals from a Lloyds Bank, Bank of Scotland or Halifax cash machine.  | Free  |
| ATM withdrawals from other machines (LINK and non-LINK).   | Free<br>Please note, if you're using another bank's ATM, the owner of the machine may charge you.<br>All LINK machines will give you an on-screen warning of charges, in advance, allowing you to continue or cancel the transaction.   |
| Purchase of foreign currency from a Lloyds Bank branch, travel bureau or any other provider displaying the VISA sign.                                      | Free  |
| <b>Using your card abroad</b>  |   |
| Withdrawals from ATMs displaying the VISA sign or from other banks' counters, travel agents, bureaux de change and other outlets displaying the VISA sign. | 2.75% non-sterling transaction fee. This is a fee for currency conversion. The total converted sterling value then incurs a 1.5% non-sterling cash transaction fee (minimum £1.50).<br>The non-sterling cash transaction fee will not be charged if you: <ul style="list-style-type: none"> <li>– withdraw euro within the EEA or UK;</li> <li>– or if you withdraw euro from outside the EEA or UK and the cash machine operator's payment service provider is based in the EEA or UK.</li> </ul> If you use another bank's ATM, some providers may charge you a fee for using their machines. |
| All other Business Debit Card transactions.  | 2.75% non-sterling transaction fee. This is a fee for currency conversion.  |

All charges are per transaction unless stated otherwise. The above fees only apply to the Business Debit Cards and Business Cashpoint® Cards, and separate fees are applicable to all other card products. Please refer to our business management team for details of these charges.

By accepting these terms, you agree that we will not send you certain information such as electronic messages after each Non-Currency Transaction. You can find more information about our exchange rates on our website which will help you compare our rates with other card issuers' rates.

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# Unauthorised borrowing

If you overdraw your account or exceed an overdraft limit without prior agreement, you'll be charged the unauthorised borrowing interest rate of 10.85% above the Bank of England Bank Rate.

If the Bank of England Bank Rate falls below 0%, the Bank of England Bank Rate will be treated as 0% for the purposes of calculating interest until such time as it is greater than 0%. Subject to the foregoing provisions regarding the Bank of England Bank Rate falling below 0%, in the event of movement in the Bank of England Bank Rate your interest rate will fluctuate immediately by the same amount without any prior notice to you. Details of the Bank of England Bank Rate can be found at [www.bankofengland.co.uk](http://www.bankofengland.co.uk)

We charge the following fees as well:

| Unauthorised Borrowing Fee  | Charge  |
|---|---|
| The first time you overdraw your account or exceed your agreed limit with us by £50 or more, an Unauthorised Borrowing Fee (UBF) is chargeable. After that, the UBF is chargeable every time you increase your unauthorised borrowing by £50 or more from the previous day's closing balance unless a higher limit is agreed with us, or until the account is within its existing limit or in credit. | £15 (one charge per day, maximum)   |
| <b>Unpaid item</b>  |   |
| We charge each time we have to return a cheque unpaid, or cannot pay a standing order or Direct Debit because there isn't enough money in your account.   | £7 for each item not paid or £25 if you are a Commercial Banking customer with a Relationship Manager |
| We will write to let you know and will charge the following fee for each item we do not pay.  |   |

We'll contact you every time we return an unpaid item. Any unauthorised borrowing or unpaid item charges will be accrued into one lump sum and charged on a monthly basis.

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# Payment transaction information

Payment instructions will be processed on the same business day if we receive them before the relevant cut-off time on that day. Any payment instructions received after that time will be processed on the next Business Day.

Our Business Days are Monday to Friday other than Public and Bank Holidays in England and Wales.

Payments made in euros from your account to a payee's bank in the European Economic Area (EEA) or UK or in sterling from your account to a payee's bank in the UK, will arrive no later than the next Business Day after the Business Day on which we received your instruction. Instructions made by paper may take an additional day to process. Payments made in any other EEA currency or UK sterling to a payee's bank elsewhere in the EEA or UK will arrive no later than the fourth Business Day after the Business Day on which we received your instruction.

Please note that for payments outside the UK, EEA and/or non-EEA currencies, different timescales may apply.

The tables that follow show, for each payment type:

- **Cut-off time** – this is the latest time on a Business Day that we will accept a payment instruction to be processed on that day. A payment instruction received after the cut-off time will be processed on the next Business Day.
- **Additional processing days** – this is the number of Business Days that the payment will take to reach the payee's bank (excluding the processing day). Where the payee's bank will receive the funds on the same day we process your instruction – this is indicated by 'Same day'.

We cannot guarantee that the payee's bank will make the funds available to their customer on the day that they receive the payment.

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# Outbound domestic payments

| Payment type                                      | Currency             | Cut-off time               | Additional processing days |
|---|----------------------|----------------------------|----------------------------|
| CHAPS (via branch)                                | GBP                  | 16:25                      | Same day                   |
| CHAPS (via Internet Banking)                      | GBP                  | 17:10                      | Same day                   |
| Bulk Payments (via Internet Banking)              | GBP                  | 17:30*                     | One day                    |
| Transfers to other accounts held with Lloyds Bank | GBP                  | 22:00                      | Same day                   |
| Transfers to other accounts held with Lloyds Bank | Transaction currency | 15:00<br>(16:00 in branch) | Same day                   |
| Faster Payments (via Telephone Banking)           | GBP                  | 22:00                      | One day                    |
| Faster Payments (via Internet Banking)            | GBP                  | 22:00                      | One day**                  |
| Draft   | GBP                  | 17:00                      | Same day                   |

\* Two days before payment is due.

\*\* Payment requests that exceed the transaction limit communicated within Internet Banking will be processed on the following Business Day.

Please note that a standing order will take 24 hours to set up. This only relates to the first payment.

If the payment instruction is made by paper, for example, bank forms or letter, then it may take up to two days after the date of receipt for the payee's bank to receive the payment.



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## Electronic Inbound domestic payments

| Payment type | Currency | Cut-off time | Value date  |
|--------------|----------|--------------|---|
| All          | Sterling | N/A          | All domestic payments will be credited to your account and start earning interest on the <b>Business Day</b> that we receive the funds. |

Note: If you receive funds via **Faster Payments** during a non **Business Day**, the funds will be made available to you immediately.

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## International payments

Unless otherwise agreed, we use a Lloyds Bank exchange rate for foreign exchange transactions. We may change our exchange rates at any time and without notice to you. Such changes to an exchange rate will be applied immediately. You can obtain details of our exchange rates by telephoning **0345 072 5555**. Lines open 7am–8pm Monday to Friday (except Bank Holidays) and 9am–2pm on Saturday, or such other number as we advise from time to time.

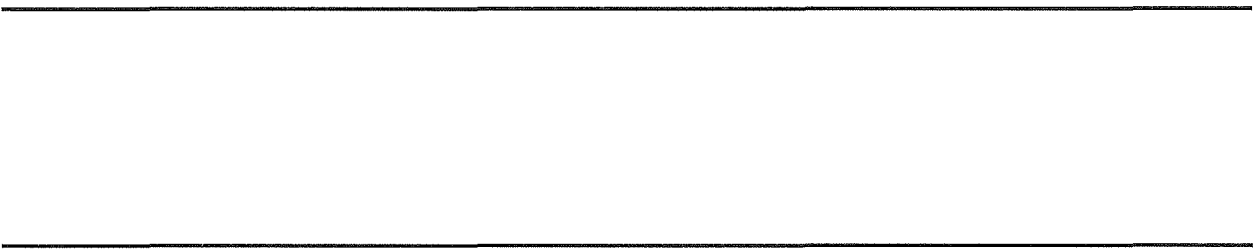
The tables that follow show, for each payment type or each currency:

- **Online for Business cut-off times** – Online International Payments through Online for Business have a cut-off time of 3pm, Monday to Friday.
- **Additional processing days** – this is the minimum number of Business Days that the payment will take to reach the payee’s bank (excluding the processing day). Where the payee’s bank will receive the funds on the same day we process your instruction this is indicated by ‘Same day.’

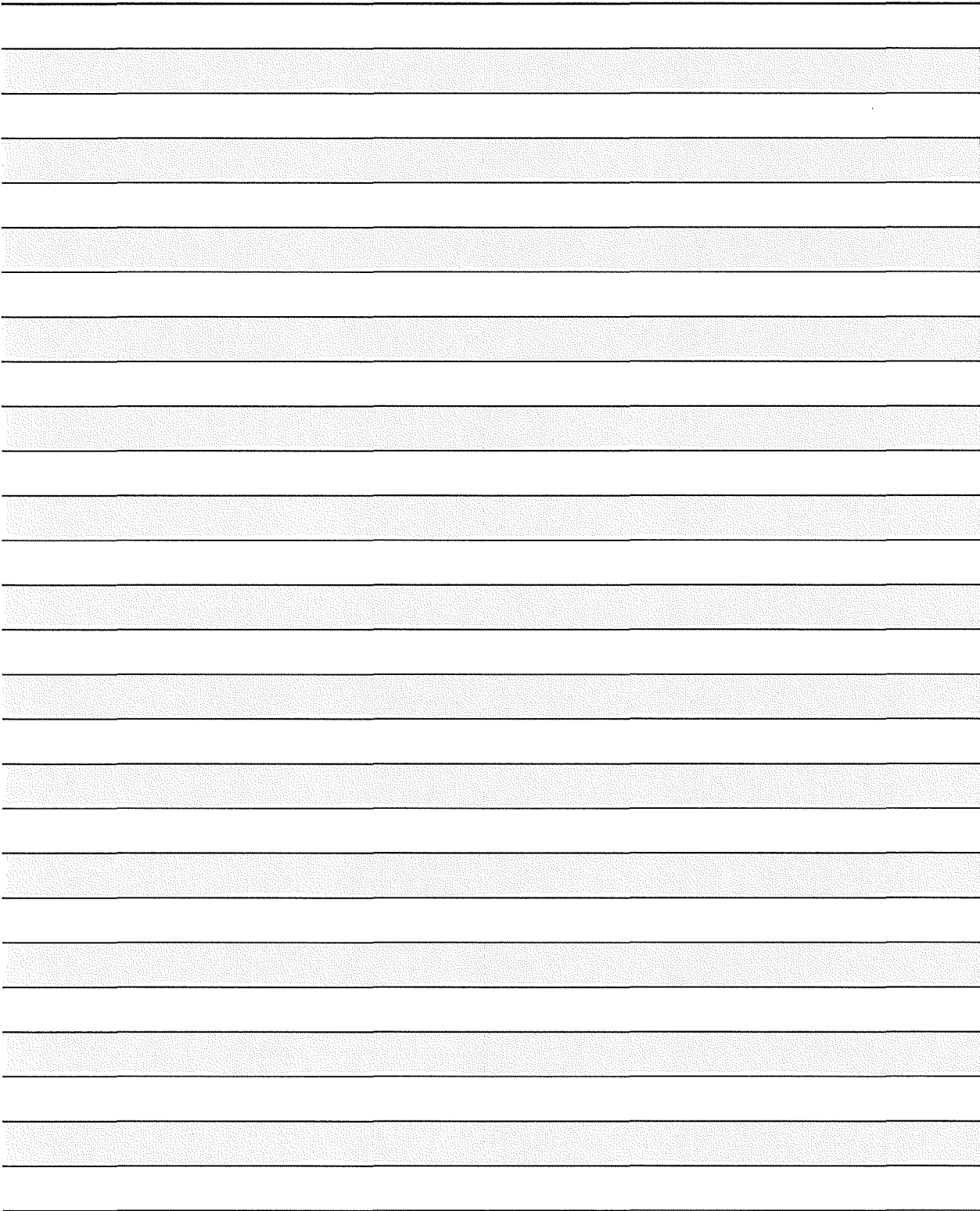
We cannot guarantee that the payee’s bank will make the funds available to their customer on the day that they receive the payment.

## Outbound International Payment cut-off times

For Outbound International Payment cut-off times visit [lloydsbank.com/internationalbusinesspayments](https://lloydsbank.com/internationalbusinesspayments)



Notes



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Our service promise. If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff. Our complaints procedures are published at [lloydsbank.com/business/contactus](http://lloydsbank.com/business/contactus)

## Find out more about banking for your club, charity or society

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Go to  
[lloydsbank.com/business](https://lloydsbank.com/business)

Check eligibility, calculate payments,  
apply online



Call us on **0345 072 5555**

Lines are open  
7am–8pm Monday to Friday  
and 9am–2pm Saturday



Visit your local branch

Please contact us if you  
would like this information  
in an alternative format  
such as Braille, large print  
or audio.

If you have a hearing or speech impairment  
you can use Relay UK. More information on  
the Relay UK Service can be found  
at: [relayuk.bt.com](https://relayuk.bt.com)

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### Important information

Calls may be monitored or recorded in case  
we need to check we have carried out your  
instructions correctly and to help improve  
our quality of service.

Lloyds Bank plc. Registered Office:  
25 Gresham Street, London EC2V 7HN.  
Registered in England and Wales no. 2065.  
Telephone: 020 7626 1500.

Authorised by the Prudential Regulation  
Authority and regulated by the Financial  
Conduct Authority and the Prudential  
Regulation Authority under Registration  
Number 119278.

We adhere to The Standards of Lending  
Practice which are monitored and enforced by  
the LSB: [www.lendingstandardsboard.org.uk](https://www.lendingstandardsboard.org.uk)

Eligible deposits with us are protected by the  
Financial Services Compensation Scheme  
(FSCS). We are covered by the Financial  
Ombudsman Service (FOS). Please note  
that due to FSCS and FOS eligibility criteria  
not all business customers will be covered.

Cashpoint® is a registered trademark of  
Lloyds Bank plc.

Information correct as at January 2023.



**LLOYDS BANK**

BB60463 (01/23)



# Standard Service Tariff

Effective from 9 March 2023

Bank with us. Bank on us.

# Standard Service Tariff

## Account Charges

| Unity Custom Account |                         |
|----------------------|-------------------------|
| Turnover per annum*  | £2m+                    |
| Fee                  | Negotiated              |
| Charged              | Negotiated              |
| Opening deposit      | Minimum £500            |
| Interest             | No credit interest paid |

| Unity Tier 2 Current Account |  |
|------------------------------|--|
| Turnover per annum*          | £100k – £2m  |
| Fee                          | £6 per month plus 15p per individual transaction** |
| Charged                      | Quarterly  |
| Opening deposit              | Minimum £500                                       |
| Interest                     | No credit interest paid                            |

| Unity Tier 1 Current Account*** |                         |
|---------------------------------|-------------------------|
| Turnover per annum*             | Under £100k             |
| Fee                             | £6 per month            |
| Charged                         | Quarterly               |
| Opening deposit                 | Minimum £500            |
| Interest                        | No credit interest paid |

\*Turnover is the total value of payments received into your account, excluding internal transfers, in a 12-month period.

\*\*Transaction charges include manual Bank Giro Credits, Standing Orders in (Faster Payment in), other automated credits, cheques issued, Standing Orders out (Faster Payment out), internet bill payments (Faster Payment out), Direct Debits and other automated debits.

\*\*\*May also be used as a loan servicing account.

^ plus VAT.

| Tariff of Charges  |   |
|--|---|
| Audit letter   | £29.17^   |
| Bank originated bill payment   | £15.00  |
| Bankers draft/cheque   | £15.00  |
| Bankers reference/<br>status enquiry   | £12.50^   |
| Certificate of balance   | £12.50^   |
| CHAPS payment  | £28.00  |
| Copy cheque/deposit slip (per item)  | £6.00   |
| Copy statement (per statement)   | £8.00   |
| Special presentation   | £15.00  |
| Stop cheque<br>by phone  | £15.00  |
| by internet banking  | £8.00   |
| Trace missing funds  | £25.00  |
| Unarranged overdraft letter<br>(Where a payment has taken your<br>account balance overdrawn, and we have<br>honoured that payment, we will write to<br>advise that the unarranged overdraft rate<br>has been applied to the overdrawn) | £10.00  |
| Unarranged overdraft rate  | 25% ABR (Above<br>Base Rate) per<br>annum                 |
| Unpaid cheque in (Where drawer's bank<br>has returned a cheque unpaid, which you<br>had previously deposited)  | £6.00   |
| Unpaid items out (per item)  | £15.00, up to<br>a maximum of<br>£45.00 in any<br>one day |

We may charge for services which aren't set out in our Standard Service Tariff but we'll always tell you how much they'll be and check you're happy to pay them before we provide the service.

# Standard Service Tariff

## Account Charges

### Paying in cash to your account

You can pay into your account by cash or cheques at NatWest (England and Wales), Ulster (Northern Ireland) and RBS (Scotland).

Cash paid per  
£100.00

Cash paid in at Bank Counters 50p\*

Cheque  
collected,  
per item

30p\*\*

\*Cash paid in per £100 or part thereof, for each payment calculated monthly and charged quarterly.

Applies to all Instant Access Savings accounts and Current Accounts unless your account turnover is below £100k per annum, on our fixed £6 per month tariff and you pay in less than £1,500 cash or 15 cheques per month.

If you exceed the total amount of free cash paid in and/or the total number of free cheques paid per month, the charges will apply on the whole cash amount and/or all cheques paid in during that month.

\*\*Cheques can be deposited at Bank Counters or via our Freepost service.

### Reconciliation Service

This service gives customers the ability to reconcile receipts and payments by automated means.

|                                  |                     |
|----------------------------------|---------------------|
| Internet download set-up         | £100.00 per account |
| Re-creation of internet download | £10.00              |
| Daily internet download          | £62.50 per quarter  |
| Weekly internet download         | £25.00              |
| Monthly internet download        | £12.50              |

We may charge for services which aren't set out in our Standard Service Tariff but we'll always tell you how much they'll be and check you're happy to pay them before we provide the service.



# Standard Service Tariff

## Additional Services

### Bacstel IP - Set up Costs

Bacstel IP set up costs are set by NatWest.

|                                |                 |
|--------------------------------|-----------------|
| SUN                            | £200.00         |
| AUDDIS                         | £200.00         |
| Paperless Direct Debit         | £200.00         |
| New Smart Card*                | £85.00 per card |
| Smart Card reader and software | £35.00          |
| HSM certificate*               | £1,100.00       |

\*This is also payable when renewing the facility every 3 years.

**AUDDIS:** the process that enables the electronic set up of Direct Debits once your organisation has received instructions from your customer.

**Paperless Direct Debits:** the process that enables your organisation to receive your customers Direct Debit instructions over the telephone or internet i.e. there is no need for a paper instruction from your customer.

Please note that all customers originating direct debits must use AUDDIS.

### Bacstel Transaction Costs - Standard

|                               |         |
|-------------------------------|---------|
| Per transaction               | 14p*    |
| File (Per file)               | £8.00   |
| Exceeding agreed credit limit | £100.00 |
| Transfer of sponsorship       | £100.00 |
| File extractions/Stop/Reinput | £195.00 |
| Recall Bacs payment           | £20.00  |
| File referral                 | £45.00  |

### Unity e-Payments

|                               | Tariff 1 | Tariff 2 |
|-------------------------------|----------|----------|
| Set up*                       | £300.00  | £300.00  |
| Template                      | £125.00  | £125.00  |
| Monthly charge**              | £12.00   | £28.00   |
| Transaction per item***       | 48p      | 25.2p    |
| File submissions (per file)   | £2.75    | £2.75    |
| Exceeding agreed credit limit | £100.00  | £100.00  |

If you require additional SUN or authorised users the following charges apply:

|                 |                 |
|-----------------|-----------------|
| Additional SUN  | £6.00 per month |
| Additional user | £6.00 per month |

If you have opted to receive a physical token (Hardware) for Strong Customer Authentication (SCA) an annual charge is applied.

Please note a free mobile app is available as an alternative SCA service.

|                                 |   |
|---------------------------------|---|
| Epayments Annual Security Token | £50 per Annum (applied in July each year) |
|---------------------------------|---|

\*These charges are set by NatWest or other third party provider.

\*\*All prices include three SUN and six users

\*\*\*This charge applies to all debit and credit payments and AUDDIS transactions. Please note that Unity e-Payment can be used for direct debit collection, however to do this, you would need to be set up as an AUDDIS originator.

We may charge for services which aren't set out in our Standard Service Tariff but we'll always tell you how much they'll be and check you're happy to pay them before we provide the service.

# Standard Service Tariff

## Additional Services

### Bulk Faster Payments

Transaction fee \*30p per transaction

\*Negotiable as part of the Custom Account tariff.

### MultiPay Card

|                                   |  |
|-----------------------------------|--|
| Set up fee (one off)              | £50.00   |
| Card fee                          | 3.00 per month, per card                           |
| Transaction fee                   | Free   |
| Cash Advance fee                  | 2.5% (min £2.50) and min £50 withdrawal            |
| Overseas transaction fee          | 2.75% of transaction                               |
| Non sterling transaction fee      | 1.75%  |
| Returned payment charge           | £30.00   |
| Card re-issue at customer request | £10.00 (excluding lost, stolen, damaged or expiry) |
| Copy of sales voucher             | £10.00   |
| Copy of statement report          | £10.00   |
| Urgent card request               | £25.00 (excluding delivery)                        |
| Emergency card replacement        | £120.00  |
| Settlement                        | 14 days post statement date                        |
| Late payment fee                  | 2% (min) of £10                                    |

### Foreign Service Charges

| Foreign cheque   | Minimum | Maximum |
|--|---------|---------|
| Negotiation with recourse  | £10.00  | £71.00  |
| Collection   | £20.00  | £71.00  |
| Inward collection (£10.00 of the charge is deducted from the outward proceeds) | £15.00  | £21.00  |
| Foreign cheque unpaid (cheque returned unpaid)                                 | £10.00  |         |
| Foreign draft (sterling or currency)   | £30.00  | £36.00  |
| Foreign transfer (sterling or currency)*                                       | £20.00  | £46.00  |

\*Commission fees may also be payable per transaction.

### Important information about Unity Foreign services

- All foreign payments and transactions are undertaken for us by third party agents, and the type of foreign service will determine which agent we use. The fee shown includes their charge for providing the service in addition to our charge for processing your request. This fee will be debited to your account as a separate item.
- Your account with Unity will be debited with the sterling equivalent of your foreign transfer, together with any associated fees, on the day we process your request.
- From time to time there may be additional charges made by foreign banks, relating to foreign payments, over which we have no control. These may be passed onto you when advised to us. We will notify you of the charges before we debit your account.

We may charge for services which aren't set out in our Standard Service Tariff but we'll always tell you how much they'll be and check you're happy to pay them before we provide the service.

# Bank with us. Bank on us.

For more information on any of our products or services, contact us:

[www.unity.co.uk](http://www.unity.co.uk)  
0345 140 1000



unity trust  
bank 

Unity Trust Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered Office: Four Brindleyplace, Birmingham B1 2JB. Registered in England and Wales no. 1713124. Calls may be recorded or monitored for security, quality and training purposes.

U573 (02/23)

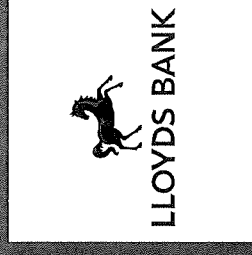


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## Key Features

# Corporate MultiPay Card

In partnership with Lloyds Bank



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For Businesses. For Communities. For Good.

[unity.co.uk](http://unity.co.uk)

# Corporate MultiPay Card

This document explains the key features and provides important information about our Corporate MultiPay Card. You should read this document carefully so that you understand this product and then keep it safe for future reference.

## What is the Corporate MultiPay Card?

Unity Trust Bank has partnered with Lloyds Bank to provide the Corporate MultiPay Card. This is a charge card, which enables the cardholder to make purchases and defer payment until the next billing date. The balance must be paid in full each month.

The main difference between a credit card and charge card is that you have to pay off a charge card's balance in full each month while you can carry a balance month-to-month on a credit card. No interest is applied to a charge card.



## Important Information:

- Please be advised that provision of this facility is subject to credit approval, and we typically require evidence of 12 months account activity from existing customers.
- For customers who are new to Unity Trust Bank, you will need to provide us with the last 2 years of audited/certified financial accounts.
- This facility is repayable on demand.
- The Corporate MultiPay Card can be managed online with Lloyds Bank Commercial Card Internet Servicing (CCIS), ongoing service and access to funds is directly managed by Lloyds Bank.
- Unity Trust Bank will receive up to 33% of the Monthly Fee and between 0.15% and 0.6% of card spend. This does not impact the fee and charges that are offered.

## Card Summary:

- Set single transaction, as well as monthly, spending limits for a greater level of control of individual card holders.
- Enhanced security with the option to block certain industry categories of sellers, at company and cardholder level (e.g. gambling etc).
- Greater visibility of spend across all cardholders by allowing you to view authorised/declined real time transactions.
- Reduced cost of capital – up to 45 days' interest free credit on purchases.
- Convenient and secure method of making payments at millions of locations worldwide that accept MasterCard.
- The ability to make contactless payments on transactions up to £100 at participating retailers.
- Cardholders, authorisers and programme administrators can easily view, edit and authorise expense claim forms, saving processing time and costs.

# Key Features

| Terminology                    | Summary Definition  |
|--------------------------------|---|
| <b>Monthly Fee (per card)</b>  | £3 per month.   |
| <b>Credit Limit</b>            | To be confirmed following successful application.   |
| <b>Credit Balance</b>          | In the event of a credit balance on the account, no interest will accrue or become due to you.  |
| <b>Cardholder Limit</b>        | The maximum amounts of spending permitted by the cardholder during a billing cycle (including any card transactions not yet debited and any authorisations the Bank has given in respect of prospective card transactions). |
| <b>Card re-issue fee</b>       | £10 (excluding lost, stolen, damaged or expired).   |
| <b>Cash Advance fee</b>        | 2.5% of Transaction (Minimum fee £2.50 & Minimum withdrawal £50).   |
| <b>Urgent card request*</b>    | £25 (excluding delivery).   |
| <b>Late payment fee</b>        | 2% of the outstanding balance, or £10, whichever is greater.  |
| <b>Returned payment charge</b> | £30.  |
| <b>Set up fee (one-off)</b>    | £50.  |

\* An urgent card request is where a card is urgently couriered to you. Please note this may incur an additional delivery fee.

Please also refer to the **Corporate MultiPay Terms and Conditions**, our **Standard Service Tariff** and the **Business Application Form** for further details available on [www.unity.co.uk](http://www.unity.co.uk)

| Terminology                          | Summary Definition   |
|--------------------------------------|--|
| <b>Non-sterling card transaction</b> | Any transaction performed with the card in a currency other than Sterling.<br>(This incurs a fee of 2.75%)   |
| <b>UK transaction fee</b>            | Free   |
| <b>Opening an Account</b>            | <p>To open an account you can visit <a href="http://www.unity.co.uk/corporate-multipay-card/">www.unity.co.uk/corporate-multipay-card/</a> and download and complete a business application form (this sets up the card account for your business), a cardholder application form (for each individual who requires a Unity Corporate MultiPay Card) and read and sign the indemnity agreement.</p> <p>To help us to process your application as quickly as possible, please make sure you provide all information requested. <b>All forms must be signed in accordance with your Unity Trust Bank Mandate.</b> Failure to do so will result in delays to the application process. Send all completed forms to us at: <b>Unity Trust Bank, PO Box 7193, Planetary Road, Willenhall, WV1 9DG</b> or via email to <b>BSO@unity.co.uk</b>. Once the verification process is complete, we will send your documents to Lloyds Bank to set up your account. Lloyds Bank will contact you directly to confirm receipt of your application. It takes around 15 working days to process applications from receipt of your documents by Unity Trust Bank.</p> <p>Please be advised all applications are subject to status and eligibility criteria. For existing customers, we typically require evidence of 12 months' account activity. For new customers, as part of the application process you will need to provide us with the last 2 years of audited/certified financial accounts. Please include this with your completed application form.</p> |



# Key Features (continued)

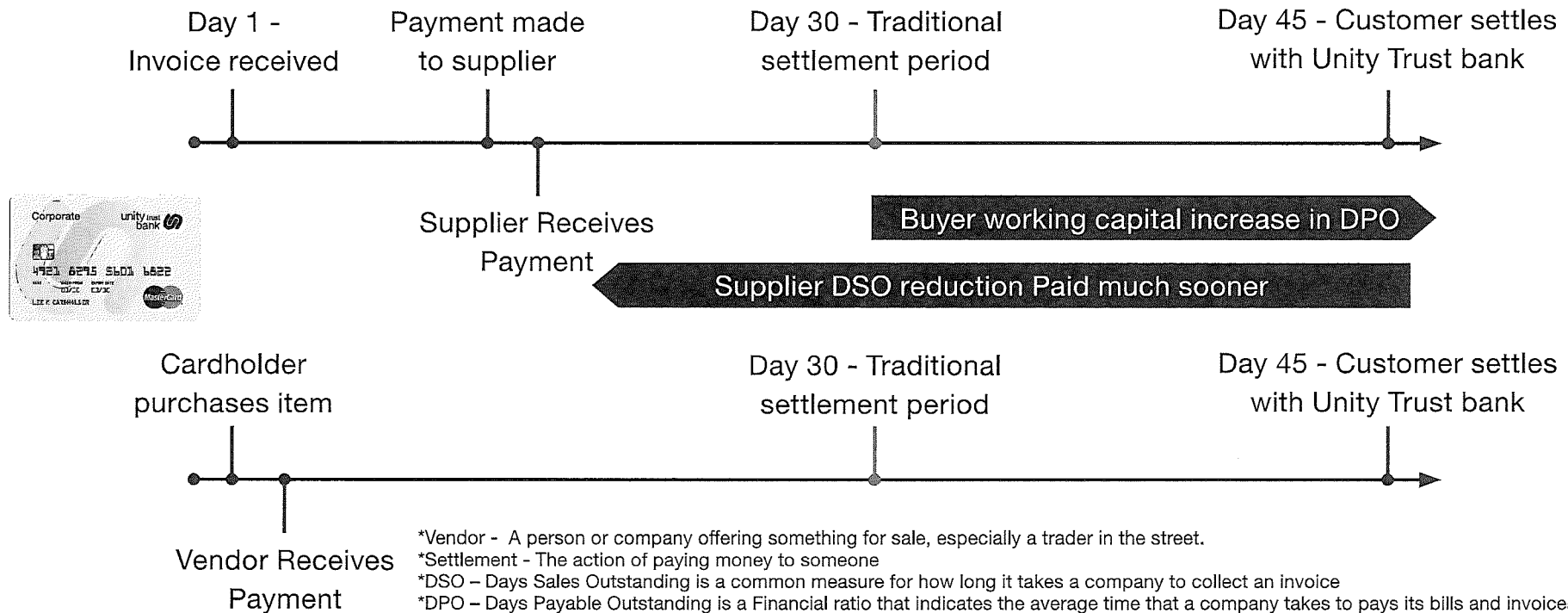
| Terminology                    | Summary Definition  |
|--------------------------------|---|
| <b>Eligibility Criteria</b>    | <p>The application must be made from a UK based organisation and the person processing this application/main account contact must be 18 years or older. Please note we cannot offer this account if your organisation is a Relevant Financial Institution (RFI), see below for more information on RFIs. All accounts are subject to our decision criteria and we reserve the right to decline any application.</p> <p>A Relevant Financial Institution (RFI) is a credit institution, investment firm, or bank that meets Ring Fencing' requirements imposed by The Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.</p>   |
| <b>Cancellation Period</b>     | <p>If you change your mind within one calendar month of entering into the agreement you must notify us in writing to the above address. The notice must be signed in accordance with the existing bank mandate. You must repay any outstanding balance within 30 days of giving notice. Any account fees already paid will be refunded to you. If you notify us later than one calendar month, or if you fail to pay the outstanding balance in time you will not be entitled to a refund of fees.</p>  |
| <b>Closing Account</b>         | <p>To close a Corporate MultiPay card Unity Trust Bank must receive written confirmation to the above address signed in accordance with the existing bank mandate. All cards will be blocked from the date upon which the notice is processed by Lloyds. Any outstanding balance must be paid in full in the next payment cycle. The account will be closed once final payment is received.</p>   |
| <b>Changes to your account</b> | <p>An increase request or cardholder cancellation must be submitted in written format signed in accordance with the existing bank mandate or by an existing programme administrator (Please note any increase is subject to our credit review and approval process as well as an annual review. You may also ask us to decrease your credit limit subject to any minimum we require).</p> <p>To add a new cardholder, or to add/remove a programme administrator you can visit <a href="http://www.unity.co.uk/corporate-multipay-card/">www.unity.co.uk/corporate-multipay-card/</a> and download and complete a cardholder application form or a programme administrator form. Please note that the declaration must be signed in accordance with your existing Unity Trust bank mandate.</p> |

# Explaining the payment cycle of the Corporate MultiPay Card

Using your Corporate MultiPay Card to pay suppliers provides cashflow benefits to you and supports the health of the supply chain by ensuring suppliers receive payment.

MultiPay cards are accepted by a number of suppliers and enable a cashflow benefit of up to 45 days.

The below diagram helps explain the payment cycle:



# Managing your Corporate MultiPay Card

## Commercial Card Internet Servicing (CCIS)

Manage your Corporate MultiPay card programme with our Commercial Card Internet Servicing (CCIS) (Please note that CCIS is a separate system to your Unity internet banking).

The Programme Administrator (PA) is the point of contact between your organisation, its cardholders and Unity Trust Bank and Lloyds Bank. The PA runs the card programme, via CCIS, on a day-to-day basis and is the first point of contact for cardholders.

Register at [www.commercialcards.co.uk/lloydsbank/](http://www.commercialcards.co.uk/lloydsbank/)

| <b>Roles</b>                      | <b>Summary Definition</b>   |
|-----------------------------------|---|
| <b>Programme Administrator(s)</b> | A representative or representatives nominated by the business from time to time.  |
| <b>Cardholder, you or your</b>    | The person identified on a card who is authorised by the business to use that card  |
| <b>User (EPS only)</b>            | Any employee, contractor or agent of the business authorised by the business from time to time to use embedded card details that are in a cardholder's name to make purchases through a Supplier. |



### **Your Programme Administrators will be able to:**

- Onboard and train new cardholders
- View programme and cardholder information
- View cardholder contact details
- Ability to message within CCIS
- View and manage merchant blocking
- Amend monthly credit/single transaction and cash limits for cardholders
- Request replacement card and/or pin



### **Your cardholders will be able to:**

- Register and activate cards
- View real time transactions
- View statements for the past 12 months
- Ability to message within CCIS
- View available spend, credit limit and current balance
- Manage contact details
- Replace card and PIN



### **Reporting:**

- All changes to an account
- Delinquent accounts
- Contact Lloyds and provide contact information
- Cardholders, credit limit, credit utilisation and personal details
- View and print statements for the past 12 months

# General Information

This information is available to you at any time on our website.  
Please read this important information carefully and retain it for future reference.

## Further information

For further Information and support with CCIS or payments or for a demonstration about how Corporate Multipay cards work you can contact Unity Trust Bank's relationship manager for Lloyds Bank:

**Ateeque Chughtai**  
(Relationship Manager, Commercial Cards, Lloyds Bank)

Mobile: +44 (0) 7775716023

Email: [ateeqe.chughtai1@lloydsbanking.com](mailto:ateeqe.chughtai1@lloydsbanking.com)

For further Information or support regarding any service queries you can contact Lloyds Bank Customer Service Centre:

### Lloyds Bank Commercial Cards

Programme Administrators Customer Services:  
+44 (0) 345 030 6270

Cardholder Customer Services: 0800 096 4496  
From Abroad: +44 (0) 1908 544059

Fax Number: +44 (0) 1908 846470

Email: [LloydsCorpCards@tsysmsemea.com](mailto:LloydsCorpCards@tsysmsemea.com)



All Corporate MultiPay Accounts are subject to status and [Terms and Conditions](#) apply.

## Further information (continued)

Unity adheres to the Lending Standards Board's Standards of Lending Practice which set the benchmark for good lending practice in the UK, outlining the way registered firms are expected to deal with their customers throughout the entire product life cycle.

The protections of the Standards of Lending Practice for business customers apply to businesses which, at the point of lending:

- Have an annual turnover of up to £6.5 million in its last financial year (exclusive of VAT and other turnover related taxes) and;
- Which do not have a complex ownership structure (for example, businesses with overseas, multiple or layered ownership structures).

More information can be obtained at [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

### **Financial difficulties**

If you would like more information about managing your finances, you can learn more about financial difficulties in the Services section of our website – [www.unity.co.uk/debt-counselling](http://www.unity.co.uk/debt-counselling) or by calling Business Debit Line on 0800 197 6026.

# Our commitments to our business customers

**As a lender we have committed to follow the Standards of Lending Practice for business customers. By adhering to the Standards, we are demonstrating a commitment to ensuring that our customers are treated fairly.**

- We will lend responsibly and treat your business fairly and reasonably at all times.
- We will ensure that all information we provide about our products and how they work is clear and understandable so that you can decide what is best for your business' needs.
- We will provide clear, upfront information on the documents required to support an application. Taking account of this will help to ensure that we can deal with your application efficiently.
- If we are unable to approve your application, we will explain why and provide a referral, where appropriate, to alternative sources of finance.

- If your application is declined you have the right to appeal the decision.
- We will set out any requirements/conditions we may have to support any borrowing in a clear, understandable way.
- We will confirm the conditions of your business borrowing in writing and highlight any covenants or material conditions attached to it.
- We will clearly set out the type and frequency of information we will require to monitor the business' performance.
- If your business experiences difficulties, we will seek to understand the overall circumstances to try and identify suitable and pragmatic solutions. Where appropriate, we will provide details of free debt advice.





# What we ask of you:

Tick box ✓

|  |                              |
|--|------------------------------|
| That, prior to making an application you double check what information we will need to process an application. If you are unsure or have any questions, please contact us. | Yes <input type="checkbox"/> |
| That all information you provide to us during our relationship is accurate and timely.   | Yes <input type="checkbox"/> |
| We ask you to think carefully about whether the business can afford the product applied for and to be open in your dealings with us.                                       | Yes <input type="checkbox"/> |
| To make sure that you understand the terms and conditions associated with your product.  | Yes <input type="checkbox"/> |
| That you seek professional advice, where this is appropriate for the needs of your business and the type of product you are applying for                                   | Yes <input type="checkbox"/> |
| That the business maintains any commitments it has to us, for example providing information which we may reasonably request to monitor performance.                        | Yes <input type="checkbox"/> |
| Take care of any security information to help prevent fraud and protect your account(s).   | Yes <input type="checkbox"/> |
| Tell us as soon as possible if someone is misusing confidential information.   | Yes <input type="checkbox"/> |
| Carefully check your business' account statements/records to make sure they are accurate. If anything isn't right, please get in touch with us.                            | Yes <input type="checkbox"/> |
| <b>Please let us know if:</b>  |                              |
| Your contact details change or there is a change in how your business is run for example, ownership/directorships etc, so we can keep our records up to date;              | Yes <input type="checkbox"/> |
| Your business may be about to experience, or is experiencing difficulties. The sooner you do this, the more likely it is we'll be able to find a way to help you           | Yes <input type="checkbox"/> |



## Information

You can download our Key Features at: [unity.co.uk](http://unity.co.uk)

Unity Trust Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered Office: Four Brindleyplace, Birmingham, B1 2JB. Registered in England and Wales no. 1713124. Calls are recorded and may be monitored for security, training and quality purposes.

U559 (01/23)

**For Businesses. For Communities. For Good.**

[unity.co.uk](http://unity.co.uk)

# Business Price List

As of 30 December 2022

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# Contents

## What's in this document

The Business Price List is split into eight sections:

|  | Page      |
|--|-----------|
| <b>1. About this Price List</b> – what the Business Price List includes                                | <b>4</b>  |
| <b>2. Available Tariffs</b> – which tariffs are available for different types of customer              | <b>5</b>  |
| <b>3. UK Transactions and Services</b> – charges for transactions and services within the UK           | <b>7</b>  |
| <b>4. UK Savings Accounts</b> – charges for transactions and services within the UK                    | <b>18</b> |
| <b>5. International Transactions and Services</b> – charges for international transaction and services | <b>21</b> |
| <b>6. Overdrafts and loans</b> – loans, overdrafts and security  | <b>25</b> |
| <b>7. Other Charges</b> – for servicing your account   | <b>29</b> |
| <b>8. Off-sale tariffs</b> – no longer available   | <b>30</b> |

# 1. About this Price List

## What it covers

This Business Price List shows the standard charges (excluding VAT) for our business accounts and services for UK-based accounts. However, it doesn't apply:

- if we've agreed different prices with you; or
- to HSBCnet and HSBC Connect or the services provided through them; or
- our trade services.

## Interest rates

The Business Price List doesn't contain the interest rates that apply to your account.

None of our business current accounts pays interest when in credit unless we've individually agreed with you that they do.

You can find the interest rates we pay on savings accounts and charge on borrowing, along with a copy of this Business Price List, on our website **business.hsbc.uk**, in our branches or by calling **03457 60 60 60**. If you're calling from outside the UK, please dial **+44 1226 260 878**.

If you need a **Text Relay service**, you can download the 'Relay UK' app and call our number from within it. For other accessible ways to contact us, please visit: **business.hsbc.uk/accessibility**.

Lines are open Monday to Friday, 8am to 8pm and Saturday, 8am to 2pm (subject to change over certain periods). Our up-to-date opening hours can be found at: **business.hsbc.uk/contact-us**. We may monitor and record your call to help us improve our service and for security reasons.

## 2. Available Tariffs

The table below sets out the tariffs we currently offer and which customers are eligible for them.

| <b>Current Account Tariff</b>  | <b>Eligibility Criteria</b>  |
|--|--|
| Small Business Banking Account   | Qualify as Small Business Banking customer – see definition below  |
| Business Banking Account   | Qualify as a Business Banking customer – see definition below  |
| Charitable Bank Account  | Qualify as a Small Business Banking and Business Banking customer – see definition below and refer to the Charitable Bank Account Factsheet for further eligibility criteria |
| Corporate Bank Account. We'll agree charges for each type of payment into and out of your account as well as for providing the account | Qualify as a Corporate Banking customer – see definition below   |

### **Business and Corporate Banking Customer definitions**

**Small Business Banking customers** are typically small enterprises (including not-for-profits) with borrowing needs of up to £100k. Their everyday transactional banking products and needs wouldn't require the support of a Relationship Manager. (Government lending schemes are subject to different limits.)

**Business Banking customers** are typically small and medium sized enterprises (including not-for-profits) with product needs that require support through a dedicated Relationship Manager, who work alongside our specialist teams. Our Relationship Managers can provide transactional banking and funding solutions of over £100k (both domestically and internationally).

**Corporate Banking customers** are businesses and not-for-profit customers who generally have an annual turnover above £10m. They typically trade internationally, have larger transactional volumes or require more complex lending structures.

If you tell us, or we determine as part of a periodic review of your accounts, that your needs or circumstances have changed, we may move you on to a more appropriate tariff. If this happens, we'll give you at least two months' notice of any changes to your charges.

### **Start-up and Switcher customer definitions**

A start-up customer is a customer within their first two years of trading that doesn't already have a bank account with another bank.

A switcher customer is any customer that already has an account with another bank.

During your free banking period, all day-to-day, standard transactions are free. However, during the free period, some

transactions and services are still charged for – these are made clear in the tables on pages 7 to 23.

Each month during your free banking period we'll let you know what you would've been charged on your chosen tariff and we'll also remind you when your free banking period ends. The length of your free period is explained in the table at the bottom of this page.

### **Start-ups and Switcher customers**

We offer start-up and switcher customers a period of free business banking on your primary account as follows:

| <b>Customer</b>                             | <b>Free banking period on primary account</b> | <b>Business Current Account Tariff after free banking period</b> |
|---|---|--|
| Small Business Banking start-up or switcher | 12 months                                     | Small Business Banking Account                                   |
| Business Banking start-up or switcher       | 12 months                                     | Business Banking Account   |

Any additional or secondary accounts will be charged as follows:

| <b>Customer</b>        | <b>Business Current Account</b> |
|------------------------|---------------------------------|
| Small Business Banking | Small Business Banking Account  |
| Business Banking       | Business Banking Account        |

### **When are charges payable?**

We usually apply charges monthly in arrears, but we can sometimes agree to apply them quarterly in arrears. Please contact us for details of when this might apply.

Please see section 4 in relation to when charges are applied on UK Savings Accounts.

### **Changes to interest rates and charges**

Your Business Banking Terms and Conditions cover how and when we can change our interest rates and charges.



### 3. UK Transactions and Services

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b> | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|---|--|---------------------------------------|---------------------------------|--------------------------------|
| Account Maintenance Fee<br><br>A monthly charge for providing the business current account <sup>1</sup> | FREE                                   | £8.00 per month                       | £10.00 per month                | £5.00 per month                |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.

### Paying money into your account

| <b>Service and Description</b>   | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b> | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|--|--|---------------------------------------|---------------------------------|--------------------------------|
| <b>Branch Deposits</b>   |  |                                       |                                 |                                |
| Branch credits<br><br>A charge for paying in cash and/or cheques at a branch (one charge per credit for counter and self-service machines) | FREE                                   | £1.50 per credit                      |                                 | 40p per credit                 |
| Cash In<br><br>A charge in addition to the branch credit for paying in cash at the counter or a self-service machine                       | FREE                                   | 1.50% of the value deposited          |                                 | 0.40% of the value deposited   |
| Cheques collected<br><br>A charge in addition to the branch credit for paying in cheques at the counter or a self-service machine.         | FREE                                   | 50p per cheque                        |                                 | 40p per cheque                 |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.

| <b>Service and Description</b>   | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b> | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|--|--|---------------------------------------|---------------------------------|--------------------------------|
| <b>Post Office® Deposits</b>   |  |                                       |                                 |                                |
| Post Office® counter cash credits<br><br>A charge for cash credits paid in at the Post Office® (one charge per credit)           | FREE                                   | £1.50 per credit                      |                                 | 40p per credit                 |
| Post Office® cash in<br><br>A charge in addition to the Post Office® counter cash credit for the value of cash paid in           | FREE                                   | 1.50% of the value deposited          |                                 | 0.40% of the value deposited   |
| Post Office® counter cheque credits<br><br>A charge for cheque credits paid in at the Post Office® (one charge for credit)       | FREE                                   | £1.50 per credit                      |                                 | 40p per credit                 |
| Post Office® counter cheques collected<br><br>A charge in addition to the Post Office® counter cheque credit for cheques paid in | FREE                                   | 50p per cheque                        |                                 | 40p per cheque                 |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.

| <b>Service and Description</b>   | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b> | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|--|--|---------------------------------------|---------------------------------|--------------------------------|
| <b>Mobile Cheque Deposits</b>  |  |                                       |                                 |                                |
| Mobile cheque deposit<br><br>A charge for depositing a cheque using our Business Banking app   | FREE                                   | 50p per cheque                        |                                 | 40p per cheque                 |
| <b>Electronic transfers into your account</b>  |  |                                       |                                 |                                |
| Automated credits<br><br>An electronic payment into your account   | FREE                                   | FREE                                  |                                 | FREE                           |
| Other credits<br><br>All credits paid into your account other than standard electronic payments (e.g. CHAPS payments)  | FREE                                   | FREE                                  |                                 | FREE                           |
| <b>Internal Transfers between HSBC UK Accounts</b>   |  |                                       |                                 |                                |
| Internal transfer<br><br>A sterling transfer to one of your HSBC UK accounts from another of your HSBC UK accounts in the same name  | FREE                                   |                                       |                                 |                                |
| <b>Bulk Cash and Cheque deposits</b>   |  |                                       |                                 |                                |
| Bulk Cash Credit<br><br>A charge for cash credit to your account made using bulk services (i.e. one charge per credit) via a courier directly to one of our processing centres     | FREE                                   | 30p per credit                        |                                 | 30p per credit                 |
| Bulk Cheque Credit<br><br>A charge for cheque credit to your account made using bulk services (i.e. one charge per credit) via a courier directly to one of our processing centres | FREE                                   | 30p per credit                        |                                 | 30p per credit                 |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b> | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|---|--|---------------------------------------|---------------------------------|--------------------------------|
| <p>Bulk Cheques collected</p> <p>A charge in addition to the bulk credits for the number of cheques paid in using bulk services via a courier directly to one of our processing centres</p> | FREE                                   | 25p per cheque                        |                                 | 25p per cheque                 |
| <p>Bulk Cash Paid In</p> <p>A charge in addition to the bulk credit charge for the value of cash paid in using bulk services via a courier directly to one of our processing centres</p>    | FREE                                   | 0.35% of the value deposited          |                                 | 0.35% of the value deposited   |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.

## Making payments or taking money out of your account

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b> | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|---|--|---------------------------------------|---------------------------------|--------------------------------|
| <b>Branch Withdrawals</b>   |  |                                       |                                 |                                |
| Branch counter withdrawal<br><br>A charge for withdrawing cash over the counter (one charge per withdrawal)   | FREE                                   | £1.50 per withdrawal                  |                                 | 40p per withdrawal             |
| Branch cash out<br><br>A charge in addition to the branch counter withdrawal charge for the value of cash withdrawn over the counter                          | FREE                                   | 1.50% of the value withdrawn          |                                 | 0.40% of the value withdrawn   |
| <b>Post Office® Withdrawals</b>   |  |                                       |                                 |                                |
| Post Office® counter withdrawal<br><br>A charge for withdrawing cash over the Post Office® counter (one charge per withdrawal)                                | FREE                                   | £1.50 per withdrawal                  |                                 | 40p per withdrawal             |
| Post Office® cash out<br><br>A charge in addition to the Post Office® counter withdrawal charge for the value of cash withdrawn over the Post Office® counter | FREE                                   | 1.50% of the value withdrawn          |                                 | 0.40% of the value withdrawn   |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b>     | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|---|--|---|---------------------------------|--------------------------------|
| <b>Cash Machine Withdrawals</b>   |  |   |                                 |                                |
| Cash machine withdrawal<br>A charge for each withdrawal from a self-service machine (one charge per withdrawal)                                 | FREE <sup>2</sup>                      | 25p per withdrawal <sup>3</sup>           |                                 | FREE                           |
| Cash machine cash out<br>A charge in addition to the cash machine withdrawal charge for the value of cash withdrawn from a self-service machine | FREE <sup>4</sup>                      | 0.60% of the value withdrawn <sup>5</sup> |                                 | 0.40% of the value withdrawn   |
| <b>Electronic Transfers out of your account</b>   |  |   |                                 |                                |
| Business Internet Banking BACS payment<br>A charge for each BACS payment made through Business Internet Banking and credited to a beneficiary   | FREE                                   | FREE                                      |                                 | FREE                           |
| Direct Debit paid/unpaid<br>A Direct Debit payment made from or returned to your account  | FREE                                   | FREE                                      |                                 | FREE                           |
| Other debits<br>Other types of debits applied to your account. You won't be charged another debit fee for CHAPS payments or Priority Payments   | FREE                                   | FREE                                      |                                 | FREE                           |
| Standing Order<br>A Standing Order payment made from your account   | FREE                                   | FREE                                      |                                 | FREE                           |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.

<sup>2</sup> Some self-service machine operators may charge a fee in addition to the fees we charge for use of the machine. Our fees apply even if a notice on the self-service machine states that cash withdrawals are free.

<sup>3</sup> See footnote 2

<sup>4</sup> This only applies to UK transactions. These fees apply even if a notice on the self-service machine states that cash withdrawals are free. Some self-service machine operators may charge a fee for use of the machine

<sup>5</sup> See footnote 4

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b> | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|---|--|---------------------------------------|---------------------------------|--------------------------------|
| <b>Bill Payments</b>  |  |                                       |                                 |                                |
| Bill Payment – Internet<br><br>A Bill Payment made using Business Internet Banking and credited to a recipient                              | FREE                                   | FREE                                  |                                 | FREE                           |
| Bill Payment – Automated Phone<br><br>A Bill Payment made using our automated Telephone Banking Service and credited to a recipient         | FREE                                   | FREE                                  |                                 | FREE                           |
| Bill Payment – Non-automated Phone<br><br>A Bill Payment made using our non-automated Telephone Banking Service and credited to a recipient | FREE                                   | £15.00 per payment                    |                                 | FREE                           |
| Bill Payment – Branch or Post<br><br>A Bill Payment made in a branch or by a postal instruction   | FREE                                   | £15.00 per payment                    |                                 | FREE                           |
| <b>Cheque and card payments</b>   |  |                                       |                                 |                                |
| Cheques paid<br><br>A charge for each cheque issued from your account   | FREE                                   | £1.00 per cheque                      |                                 | 40p per cheque                 |
| Debit Card<br><br>A charge for each Debit Card payment from your account  | FREE                                   | FREE                                  |                                 | FREE                           |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Small Business Banking Account</b> | <b>Business Banking Account</b> | <b>Charitable Bank Account</b> |
|---|--|---------------------------------------|---------------------------------|--------------------------------|
| <b>Internal Transfers between HSBC UK accounts</b>  |  |                                       |                                 |                                |
| Internal Transfer<br><br>A sterling transfer from one of your HSBC UK accounts to another of your HSBC UK accounts in the same name   | FREE                                   |                                       |                                 |                                |
| <b>Bulk Cash Withdrawals</b>  |  |                                       |                                 |                                |
| Bulk Withdrawal<br><br>A charge for withdrawing cash using bulk services (i.e. one charge per withdrawal) via a courier directly from one of our processing centres                       | FREE                                   | 50p per withdrawal                    |                                 | 50p per withdrawal             |
| Bulk Cash Out<br><br>A charge in addition to the bulk withdrawal charge for the value of the cash withdrawn using bulk services via a courier directly from one of our processing centres | FREE                                   | 0.25% of the value withdrawn          |                                 | 0.25% of the value withdrawn   |

<sup>1</sup> This only applies to Small Business Banking and Business Banking start-up and switcher customers.



## Other services

Unless we've agreed something different, these charges apply to all customers (including Small Business Tariff, Electronic Banking Tariff, Community Account, Schools and Colleges Account, Small Business Banking Account, Business Banking Account and Charitable Bank Account) even if you have free banking or are in your fixed price period.

| <b>Service and Description</b>  | <b>Charge</b>  |
|---|--|
| <b>CHAPS payments</b>   |  |
| CHAPS payment Internet<br>A charge for a CHAPS payment made using Business Internet Banking   | £17  |
| CHAPS payment Telephone<br>A charge for a CHAPS payment made in branch or using Business Telephone Banking  | £20 to a HSBC UK branch<br>£30 to another bank   |
| CHAPS payment post<br>A charge for a CHAPS payment made by post   | £40  |
| <b>Change Giving</b>  |  |
| Change giving   | 1.5% of the full amount (FREE for Community Account customers)                               |
| <b>Returned or Recalled Outward payments</b>  |  |
| Electronic<br>A charge where you try to make Standing Orders, Direct Debits and forward dated bill payments but don't have enough money in your account | FREE for any item up to £15<br>£2.50 for any item over £15                                   |
| Cheque<br>A charge where you write a cheque but don't have enough money in your account to make sterling cheque payments                                | FREE for any item up to £15<br>£15 for any item over £15                                     |
| Cancelling a Direct Debit or Standing Order<br>A charge for cancelling a Direct Debit or Standing Order you previously authorised                       | FREE for any item up to £15<br>£15 for any item over £15                                     |
| <b>Business Text Message Banking</b>  |  |
| Weekly or monthly mini statements and alerts<br>Sent when your balance falls below a specified amount on one of your accounts                           | FREE   |
| Other<br>A combination of up to five alerts or mini statements on up to 5 accounts  | £2.50 monthly service fee (this applies even if you don't use the service or you suspend it) |

| <b>Service and Description</b>  | <b>Charge</b>   |
|---|---|
| <b>Cheque Services</b>  |   |
| Stopped cheque<br>A charge to stop a cheque (except for loss or theft of cheque book) | £10   |
| Returned cheque<br>A charge where a cheque paid into your account has to be returned  | £4  |
| Foreign cheques paid from your sterling account in another currency                   | £15 plus any charges made by the other bank   |
| <b>Statements</b>   |   |
| Paper statements (all frequencies)  | FREE  |
| Copy of a statement<br>A charge for a copy of a statement                             | FREE for the previous 12 months (one set of copies only)<br><br>Otherwise, price depends on the amount of work involved, up to a maximum of £10 per request. We'll agree this with you in advance.<br><br>This doesn't apply to your right to receive copies of statements when you close your account. |
| Branch collection<br>A charge for sending statements to a branch for collection       | We'll agree the exact charge with you in advance  |
| <b>Other Business Services</b>  |   |
| Auditor's certificate<br>A certificate of the balance of your account                 | £25<br><br>FREE for Community Account customers<br><br>FREE for all customers when Auditors use our recommended digital channel, <b>Confirmation.com</b>  |
| Bank report<br>A charge for a request from your auditor for a bank report             | Minimum £25. We'll agree the exact charge with you in advance   |
| Certificate of Interest<br>A statement of the amount of interest paid on your account | FREE  |

| <b>Service and Description</b>   | <b>Charge</b>  |
|--|--|
| Credit history<br>A statement of your credit history   | Up to two requests in any 12-month period: FREE<br>Otherwise: £25  |
| General payment enquiry<br>A charge for answering an enquiry about payment cancellations, amendments, duplicate advice (per advice), status of funds, copies of cleared payments | £25  |
| Applying good value<br>General enquiry about an administration charge for requests to apply good value in our books (paid by the party making the request)                       | £25 plus interest if applicable  |
| Old payment instruction enquiry<br>A request to investigate a payment instruction given more than 6 months ago   | £50  |
| Status enquiry by you<br>For enquiries made by you to the replying bank (UK customers or parties in the UK)  | £7.24  |
| Status enquiry by us<br>For enquiries made by us on your behalf (UK customers or parties overseas)   | £15<br>Transmission and correspondent bank charges may also apply  |
| Business Pay In service<br>Paying in cash or cheques in sealed packets using a Business Pay In machine or branch counter   | The amount we agree with you   |
| Interbank Charges<br>Paying into your account in branch at another bank  | The amount the other bank charges us. Unless otherwise agreed, these charges will be deducted from your account on a quarterly basis |
| Payment repair surcharge<br>A charge for contacting you to get missing information, or to correct other details, about a payment instruction you've given us.                    | £20  |

## 4. UK Savings Accounts – charges for transactions and services within the UK

These apply to Small Business Banking and Business Banking customers.

Charges for Clients Deposit Accounts are applied monthly in arrears, to directly align with the frequency that credit interest is paid. Charges for Business Money Manager accounts are applied monthly or quarterly in arrears, to directly align with the frequency that credit interest is paid. This doesn't apply for international payments (i.e. payments from overseas or in currencies other than sterling) where the sender chooses to share the charges or for the recipient to pay them. In these cases, we'll apply the charges to your account at the time of the transaction (or shortly afterwards) and notify you of them via an advice note.

| Service and Description | Clients Deposit Account | Business Money Manager |
|-------------------------|-------------------------|------------------------|
|-------------------------|-------------------------|------------------------|

### Paying money into your account

#### Branch Deposits

|   |                              |                              |
|---|------------------------------|------------------------------|
| <b>Branch Credits</b><br>A charge for paying in cash and/or cheques at a branch (one charge per credit for counter and self-service machines) | £1.50 per credit             | £1.50 per credit             |
| <b>Cash In</b><br>A charge in addition to the branch credit for paying in cash at the counter or a self-service machine                       | 1.50% of the value deposited | 1.50% of the value deposited |
| <b>Cheques Collected</b><br>A charge in addition to the branch credit for paying in cheques at the counter or a self-service machine          | £0.50 per cheque             | £0.50 per cheque             |

#### Post Office® Deposits

|   |                              |                       |
|---|------------------------------|-----------------------|
| <b>Post Office® Counter Cash Credits</b><br>A charge for cash credits paid in at the Post Office® (one charge per credit)           | £1.50 per credit             | Service not available |
| <b>Post Office® Cash In</b><br>A charge in addition to the Post Office® counter cash credit for the value of cash paid in           | 1.50% of the value deposited | Service not available |
| <b>Post Office® Counter Cheque Credits</b><br>A charge for cheque credits paid in at the Post Office® (one charge per credit)       | £1.50 per credit             | £1.50 per credit      |
| <b>Post Office® Counter Cheques Collected</b><br>A charge in addition to the Post Office® counter cheque credit for cheques paid in | £0.50 per cheque             | £0.50 per cheque      |

| <b>Service and Description</b>  | <b>Clients Deposit Account</b> | <b>Business Money Manager</b> |
|---|--------------------------------|-------------------------------|
| <b>Electronic Transfers into your account</b>   |                                |                               |
| Automated Credits<br>An electronic payment into your account  | £0.25 per credit               | FREE                          |
| Other Credits<br>All credits paid into your account other than standard electronic payments (e.g. CHAPS payments)               | £0.25 per credit               | FREE                          |
| <b>Internal Transfers between HSBC UK accounts</b>  |                                |                               |
| Internal transfer<br>A sterling transfer to one of your HSBC UK accounts from another of your HSBC UK accounts in the same name | FREE                           | FREE                          |

## Making payments or taking money out of your account

| <b>Branch Withdrawals</b>   |                              |                              |
|---|------------------------------|------------------------------|
| Branch Counter Withdrawal<br>A charge for withdrawing cash over the counter (one charge per withdrawal)                                       | £1.50 per withdrawal         | £1.50 per withdrawal         |
| Branch Cash Out<br>A charge in addition to the branch counter withdrawal charge for the value of cash withdrawn over the counter              | 1.50% of the value withdrawn | 1.50% of the value withdrawn |
| <b>Electronic Transfers out of your account</b>   |                              |                              |
| Business Internet Banking BACS Payment<br>A charge for each BACS payment made through Business Internet Banking and credited to a beneficiary | £0.25 per payment            | Service not available        |
| Direct Debit Paid/Unpaid<br>A Direct Debit payment made from or returned to your account  | £0.25 per payment            | Service not available        |
| Other Debits<br>Other types of debits applied to your account. You won't be charged another debit fee for CHAPS payments or Priority Payments | £0.25 per payment            | Service not available        |
| Standing Order<br>A Standing Order payment made from your account   | £0.25 per payment            | Service not available        |

| Service and Description   | Clients<br>Deposit Account   | Business Money<br>Manager |
|---|------------------------------|---------------------------|
| <b>Bill Payments</b>  |                              |                           |
| Bill Payment – Internet<br>A Bill Payment made using Business Internet Banking and credited to a recipient  | £0.25 per payment            | Service not available     |
| Bill Payment – Automated Phone<br>A Bill Payment made using our automated Telephone Banking Service and credited to a recipient                           | £0.25 per payment            | Service not available     |
| Bill Payment – Non-automated Phone<br>A Bill Payment made using our non-automated Telephone Banking Service and credited to a recipient                   | £15.00 per payment           | Service not available     |
| Bill Payment – Branch or Post<br>A Bill Payment made in a branch or by a postal instruction   | £15.00 per payment           | Service not available     |
| <b>Cheque and Card Payments</b>   |                              |                           |
| Cheques Paid<br>A charge for each cheque issued from your account   | £1.00 per cheque             | Service not available     |
| <b>Post Office® Withdrawals</b>   |                              |                           |
| Post Office® Counter Withdrawal<br>A charge for withdrawing cash over the Post Office® counter (one charge per withdrawal)                                | £1.50 per withdrawal         | Service not available     |
| Post Office® Cash Out<br>A charge in addition to the Post Office® counter withdrawal charge for the value of cash withdrawn over the Post Office® counter | 1.50% of the value withdrawn | Service not available     |
| <b>Internal Transfers between HSBC UK accounts</b>  |                              |                           |
| Internal transfer<br>A sterling transfer to one of your HSBC UK accounts from another of your HSBC UK accounts in the same name                           | FREE                         | FREE                      |

## 5. International Transactions and Services

These charges apply to all customers, even if you have free banking

### International Business Accounts

| Service and Description   |                         | Small Business Banking Customer             | Business Banking Customer                    | Corporate Banking Customer                   |
|---|-------------------------|---|--|--|
| <b>International Business Accounts</b><br>(both Current and Savings Accounts) | Account Maintenance Fee | Annual fee of £96.00 or currency equivalent | Annual fee of £120.00 or currency equivalent | Annual fee of £180.00 or currency equivalent |

### Note

The Annual fee is charged in monthly instalments and the amount will depend on the number of days in the month.

**Paying money into your account**

|   |                           |
|---|---------------------------|
| All currency payments received of £100 or more (or currency equivalent) except payments in EUR or SEK from the EEA which are free | £6 or currency equivalent |
| Payments received by SEPA Credit Transfer   | 20p                       |
| Unpaid items paid into a foreign currency or international bank account   | £4                        |

**Paying money into your account by foreign cheques issued by non-UK banks**

If we negotiate the foreign cheque for you

|                             |     |
|-----------------------------|-----|
| Over £100                   | £28 |
| Pension cheques, per cheque | £5  |

If we collect the foreign cheque for you. If you or we need confirmation that a foreign cheque has been cleared, we'll arrange to clear it on a collections basis.

|             |     |
|-------------|-----|
| All amounts | £28 |
|-------------|-----|

**Making payments or taking money out your account****Debit card transactions**

|                               |   |
|-------------------------------|---|
| Non-sterling payments         | 2.75% of the converted amount   |
| Non-sterling cash withdrawals | 2.75% of the converted amount<br>Plus a withdrawal fee of 1.5% (min. £1.75) of the converted amount |

**International payments from your account**

|   |   |
|---|---|
| By Business Internet Banking  | £17   |
| By Business Telephone Banking or in branch                          |   |
| • to an account within another HSBC Group bank                      | £20   |
| • to an account with another provider                               | £30   |
| • in a foreign currency within the UK                               | £30   |
| By post   | £40   |
| Payment sent by SEPA Credit Transfer                                | 24p   |
| Payment sent by SEPA Credit Transfer but subsequently returned      | £4  |
| Foreign cheques paid from your sterling account in another currency | £15 plus any charges made by the other bank |



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**Paying money into your account**

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**Other charges for international services**

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|   |              |
|---|--------------|
| Business Internet Banking – use of international payment functionality  | £6 per month |
| Unpaid items paid into a foreign currency on international bank account | £4           |

**International additional transaction charges**

- euro payments can be made through SEPA across multiple jurisdictions including the EEA, plus Monaco, San Marino, Switzerland, the Channel Islands and Isle of Man.
- for sterling charges on a foreign currency account, International Current Account and International Savings Account, we'll deduct the currency equivalent of the sterling charge.
- our standard account charges (or the prices individually agreed with you for those services) and/or additional payment charges will also be payable in addition to any charges made for the international service.
- communication charges may also apply (e.g. for using SWIFT, fax, mail and courier). You can ask us for details.
- we'll pass any charges and interest we have to pay on to you when providing international services. We'll tell you before taking them from your account but won't be able to tell you in advance about charges other banks apply for processing your payment.
- if charges are applied to payments you make by the recipient's bank, agent or correspondent bank, we'll deduct these from your account if you ask us to. Otherwise, they may be deducted from the amount of the payment you make.
- when you make an international payment (apart from a SEPA payment which must use the SHA charging code) and choose the "OUR" option, a charge will be applied back to your account for any charges claimed by intermediaries and/or the recipient's bank.

## 6. Overdrafts and loans

This section sets out details of our standard loan, standard overdraft charges and debit interest rates. Any specific terms and conditions relating to loans and overdrafts will normally be set out in a facility letter.

### Overdrafts

Our standard overdraft charges are our standard prices for providing overdrafts on sterling and currency business accounts. These apply unless we've agreed individual overdraft charges with you in writing.

| Type of overdraft       | Arranged Sterling                               | Arranged currency | Unarranged Sterling  | Unarranged currency   |
|-------------------------|---|-------------------|--|---|
| Arrangement fee         | As set out in your Business Overdraft Agreement |                   | No   | No  |
| Renewal fee             | As set out in your renewal agreement            |                   | No   | No  |
| Temporary overdraft fee | As agreed with us                               |                   | No   | No  |
| Interest rate           | The interest rate we agreed with you            |                   | Business Standard Debit Interest Rate on the cleared debit balance.<br><br>We'll charge you this rate until we agree a new or increased arranged overdraft limit or until you put your account back in credit or within your arranged overdraft limit.<br><br>The current Business Standard Debit Interest Rate is displayed on our website. | Currency Standard Debit Interest Rate for the relevant currency, unless we agree something else with you. |

| Type of overdraft                | Arranged Sterling   | Arranged currency | Unarranged Sterling | Unarranged currency |
|----------------------------------|---|-------------------|---------------------|---------------------|
| Security Charges (if applicable) | Arranging a guarantee to support borrowing  |                   | No                  | No                  |
|                                  | £10 for each person giving the guarantee  |                   |                     |                     |
|                                  | Arranging other security to support borrowing   |                   | No                  | No                  |
|                                  | We'll agree charges in advance. We'll also pass on our costs and expenses (such as legal fees or fees for registering a charge over property) |                   |                     |                     |

#### Note

- currency base rates are variable interest rates which we set. They're available to Larger Business Customers but not to Small Business or Small Charity Customers.
- contact us or visit our website [business.hsbc.uk/en-gb/generic/currency-rates](https://business.hsbc.uk/en-gb/generic/currency-rates) for details of the currencies we provide arranged overdrafts in and the reference rates and currency base rates that apply.

Loans can be individually tailored to your needs but you can find a summary of the standard loans we offer below.

| Type of loan        | Small Business Loan  | Flexible Business Loan       | Commercial Mortgage   | Commercial Business Loan                                   |
|---------------------|--|------------------------------|---|--|
|                     | <b>A fixed rate, fixed term loan for business purposes</b> | <b>For business purposes</b> | <b>For purchasing or developing new or existing business premises</b> | <b>A fixed rate, fixed term loan for business purposes</b> |
| <b>Minimum loan</b> | £1,000   | £25,001                      | £25,001   | £25,001  |
| <b>Maximum loan</b> | £25,000  | Subject to status            | Subject to status   | £300,000   |
| <b>Minimum term</b> | 12 months  | 12 months                    | 24 months   | 12 months  |
| <b>Maximum term</b> | 10 years   | 20 years                     | 30 years  | 10 years   |

| Type of loan  | Small Business Loan   | Flexible Business Loan   | Commercial Mortgage   | Commercial Business Loan                                    |
|---|---|--|---|---|
|   | <b>A fixed rate, fixed term loan for business purposes</b>                  | <b>For business purposes</b>   | <b>For purchasing or developing new or existing business premises</b> | <b>A fixed rate, fixed term loan for business purposes</b>  |
| <b>Repayment frequency</b>                              | Monthly (repayment may be deferred if agreed at the outset)                 | Normally monthly or quarterly  |   | Monthly (repayment may be deferred if agreed at the outset) |
| <b>Arrangement fee</b>                                  | No  | Set out in loan agreement  |   | 1.5% of loan amount   |
| <b>Interest Rate</b>                                    | Fixed rates set at the outset   | As agreed and set out in loan agreement, dependent upon individual circumstances |   | Fixed rates set at the outset                               |
| <b>Interest charged</b>                                 | Monthly   | Monthly/quarterly  |   | Monthly   |
| <b>Bank of England Base Rate linked loans available</b> | No  | Yes  | Yes   | No  |
| <b>Risk Free Rate/Currency Linked Rate</b>              | No  | Yes<br>Subject to status   | Yes<br>Subject to status  | No  |
| <b>Fixed Rate Loans</b>                                 | Yes   |  |   |   |
| <b>Prepayment Fee</b>                                   | N/A   | Minimum 1% of sum repaid   |   | No  |
| <b>Early repayment charge for Fixed Rate Loans</b>      | An interest charge of 1 month and 28 days applies if loan is repaid in full | 1% of the amount prepaid, multiplied by the number of full years remaining       |   | No  |

#### Note

- security fees and expenses may be payable, depending on circumstances.
- current rates for Small Business Loans are available from our branches, or please call **03457 60 60 60**. Examples of typical security fees and expenses are show below.
- fixed Rate Loans may also be subject to a Non-Drawdown Fee to reimburse us for any resulting fixed rate interest funding losses, and/or a Commitment Fee. The fee will be based upon the amount of loan not drawn down and will be as documented in your facility letter.
- Risk Free Rate / Currency Linked Rate facilities are only available to businesses with a turnover of £25m or above. Minimum facility amount £1m upwards.

## Securities fees and expenses

We may ask you to provide security for overdrafts, loans or liabilities relating to other banking facilities, products and services we provide to you. We've set out below some typical fees for the more common types of security and the charge for their eventual release.

| <b>Arrangement fee</b>   |  |
|--|--|
| Arranging the guarantee to secure your borrowing                     | £10 for each person giving the guarantee |
| <b>Life assurance policy</b>   |  |
| Arranging a legal mortgage over the policy                           | £85                                      |
| Company life policy  | £135                                     |
| <b>Security over a property such as a house or business premises</b> |  |
| Solicitor perfecting first legal mortgage                            | £145                                     |
| External solicitor charges (charged directly)                        | Variable                                 |
| OR   |  |
| Bank perfecting first legal mortgage                                 | £210                                     |
| Office Copy Fee  | £15                                      |
| Company Registration (For Limited Companies only)                    | £50                                      |
| Land registry fee  | Variable                                 |

### Note

- the fees set out above are examples that apply to routine cases. The actual fees we charge will depend on your individual circumstances. In more complex cases we may also charge you for any additional work carried out, for example, amendments to documents, depending on the amount of work involved.
- where applicable, you'll also need to pay expenses and fees which we may incur, such as:
  - solicitors' fees or other legal fees or expenses for enquiries we may have to make about the security;
  - security registration fees; and
  - property valuation fees.
- taking security can be a complex process. If you ask us, we'll give you an estimate of the fees and charges that may apply to your situation.

## 7. Other Charges

If we're required to comply with a court order (for example, a child maintenance order) or other legally enforceable requirement in respect of your account(s), we may charge an administration fee, up to the maximum permitted by law.

We may charge for services that you request from us that aren't set out in this Price List, but we'll always tell you how much the charge will be and check you're happy to pay it before we provide the service to you.

Please note that taxes or costs may apply to you that aren't charged by us. If we have to pay any tax or cost for providing a service to you, we'll charge you the amount of that tax or cost.

Some cash machine owners may apply a charge for withdrawals. They should tell you about this on the screen before you make the cash withdrawal. This charge is in addition to any charges we make.

## 8. Off-sale tariffs – no longer available

| Service and Description  | Free Banking period <sup>1</sup> | Fixed Price period <sup>2</sup> | Small Business Tariff | Electronic Banking Tariff | Schools & Colleges Account | Community Account |
|--|----------------------------------|---------------------------------|-----------------------|---------------------------|----------------------------|-------------------|
| Account Maintenance Fee<br><br>A monthly charge for providing the business current account | FREE                             | £6.50 per month                 | £6.50 per month       | £6.50 per month           | FREE                       | FREE              |

## Paying money into your account

### Branch Deposits

|  |      |   |                              |                              |      |      |
|--|------|---|------------------------------|------------------------------|------|------|
| Branch credits<br><br>A charge for paying in cash and/or cheques at a branch (one charge per credit for counter and self-service machines) | FREE | FREE  | 90p per credit               | £1 per credit                | FREE | FREE |
| Cash In<br><br>A charge in addition to the branch credit for paying in cash at the counter or a self-service machine                       | FREE | Up to £3k per month:<br>FREE<br><br>Over £3k:<br>0.50% of the value deposited | 0.70% of the value deposited | 1.10% of the value deposited | FREE | FREE |
| Cheques collected<br><br>A charge in addition to the branch credit for paying in cheques at the counter or a self-service machine.         | FREE | FREE  | 40p per cheque               | 50p per cheque               | FREE | FREE |

<sup>1</sup> This only applies to Business Banking start-up and switcher customers.

<sup>2</sup> This only applies to new Business Banking start-up and switcher customers who applied for their account before 17 May 2021.



| <b>Service and Description</b>   | <b>Free Banking period<sup>1</sup></b> | <b>Fixed Price period<sup>2</sup></b>   | <b>Small Business Tariff</b> | <b>Electronic Banking Tariff</b> | <b>Schools &amp; Colleges Account</b> | <b>Community Account</b> |
|--|--|---|------------------------------|----------------------------------|---------------------------------------|--------------------------|
| <b>Post Office® Deposits</b>   |  |   |                              |                                  |                                       |                          |
| Post Office® counter cash credits<br><br>A charge for cash credits paid in at the Post Office® (one charge per credit)           | FREE                                   | FREE  | 25p per credit               | 25p per credit                   | FREE                                  | FREE                     |
| Post Office® cash in<br><br>A charge in addition to the Post Office® counter cash credit for the value of cash paid in           | FREE                                   | Up to £3k per month:<br>FREE<br><br>Over £3k:<br>0.50% of the value deposited | 0.70% of the value deposited | 1.10% of the value deposited     | FREE                                  | FREE                     |
| Post Office® counter cheque credits<br><br>A charge for cheque credits paid in at the Post Office® (one charge for credit)       | FREE                                   | FREE  | 90p per credit               | £1 per credit                    | FREE                                  | FREE                     |
| Post Office® counter cheques collected<br><br>A charge in addition to the Post Office® counter cheque credit for cheques paid in | FREE                                   | FREE  | 40p per cheque               | 50p per cheque                   | FREE                                  | FREE                     |

<sup>1</sup> This only applies to Business Banking start-up and switcher customers.

<sup>2</sup> This only applies to new Business Banking start-up and switcher customers who applied for their account before 17 May 2021.

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Fixed Price period<sup>2</sup></b> | <b>Small Business Tariff</b> | <b>Electronic Banking Tariff</b> | <b>Schools &amp; Colleges Account</b> | <b>Community Account</b> |
|---|--|---------------------------------------|------------------------------|----------------------------------|---------------------------------------|--------------------------|
| <b>Mobile Cheque Deposits</b>   |  |                                       |                              |                                  |                                       |                          |
| Mobile cheque deposit<br><br>A charge for depositing a cheque using our Business Banking app  | FREE                                   | FREE                                  | 40p per cheque               | 50p per cheque                   | FREE                                  | FREE                     |
| <b>Electronic transfers into your account</b>   |  |                                       |                              |                                  |                                       |                          |
| Automated credits<br><br>An electronic payment into your account  | FREE                                   | FREE                                  | 19p per credit               | FREE                             | FREE                                  | FREE                     |
| Other credits<br><br>All credits paid into your account other than standard electronic payments (e.g. CHAPS payments)               | FREE                                   | FREE                                  | 19p per credit               | FREE                             | FREE                                  | FREE                     |
| <b>Internal Transfers between HSBC UK Accounts</b>  |  |                                       |                              |                                  |                                       |                          |
| Internal transfer<br><br>A sterling transfer to one of your HSBC UK accounts from another of your HSBC UK accounts in the same name | FREE                                   |                                       |                              |                                  |                                       |                          |

<sup>1</sup> This only applies to Business Banking start-up and switcher customers.

<sup>2</sup> This only applies to new Business Banking start-up and switcher customers who applied for their account before 17 May 2021.

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Fixed Price period<sup>2</sup></b> | <b>Small Business Tariff</b> | <b>Electronic Banking Tariff</b> | <b>Schools &amp; Colleges Account</b> | <b>Community Account</b> |
|---|--|---------------------------------------|------------------------------|----------------------------------|---------------------------------------|--------------------------|
| <b>Bulk Cash and Cheque deposits</b>  |  |                                       |                              |                                  |                                       |                          |
| <b>Bulk Cash Credit</b><br>A charge for cash credit to your account made using bulk services (i.e. one charge per credit) via a courier directly to one of our processing centres       | FREE                                   | FREE                                  | 30p per credit               | 30p per credit                   | FREE                                  | FREE                     |
| <b>Bulk Cheque Credit</b><br>A charge for cheque credit to your account made using bulk services (i.e. one charge per credit) via a courier directly to one of our processing centres   | FREE                                   | FREE                                  | 30p per credit               | 30p per credit                   | FREE                                  | FREE                     |
| <b>Bulk Cheques collected</b><br>A charge in addition to the bulk credits for the number of cheques paid in using bulk services via a courier directly to one of our processing centres | FREE                                   | FREE                                  | 20p per cheque               | 25p per cheque                   | FREE                                  | FREE                     |
| <b>Bulk Cash Paid In</b><br>A charge in addition to the bulk credit charge for the value of cash paid in using bulk services via a courier directly to one of our processing centres    | FREE                                   | FREE                                  | 0.30% of the value deposited | 0.35% of the value deposited     | FREE                                  | FREE                     |

<sup>1</sup> This only applies to Business Banking start-up and switcher customers.

<sup>2</sup> This only applies to new Business Banking start-up and switcher customers who applied for their account before 17 May 2021.

## Making payments or taking money out of your account

| Service and Description   | Free Banking period <sup>1</sup> | Fixed Price period <sup>2</sup> | Small Business Tariff        | Electronic Banking Tariff    | Schools & Colleges Account | Community Account |
|---|----------------------------------|---------------------------------|------------------------------|------------------------------|----------------------------|-------------------|
| <b>Branch Withdrawals</b>   |                                  |                                 |                              |                              |                            |                   |
| Branch counter withdrawal<br><br>A charge for withdrawing cash over the counter (one charge per withdrawal)   | FREE                             | FREE                            | 70p per withdrawal           | £1 per withdrawal            | FREE                       | FREE              |
| Branch cash out<br><br>A charge in addition to the branch counter withdrawal charge for the value of cash withdrawn over the counter  | FREE                             | FREE                            | 0.85% of the value withdrawn | 1.10% of the value withdrawn | FREE                       | FREE              |
| <b>Post Office<sup>®</sup> Withdrawals</b>  |                                  |                                 |                              |                              |                            |                   |
| Post Office <sup>®</sup> counter withdrawal<br><br>A charge for withdrawing cash over the Post Office <sup>®</sup> counter (one charge per withdrawal)  | FREE                             | FREE                            | 25p per withdrawal           | 25p per withdrawal           | FREE                       | FREE              |
| Post Office <sup>®</sup> cash out<br><br>A charge in addition to the Post Office <sup>®</sup> counter withdrawal charge for the value of cash withdrawn over the Post Office <sup>®</sup> counter | FREE                             | FREE                            | 0.85% of the value withdrawn | 1.10% of the value withdrawn | FREE                       | FREE              |

<sup>1</sup> This only applies to Business Banking start-up and switcher customers.

<sup>2</sup> This only applies to new Business Banking start-up and switcher customers who applied for their account before 17 May 2021.

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Fixed Price period<sup>2</sup></b> | <b>Small Business Tariff</b>               | <b>Electronic Banking Tariff</b>           | <b>Schools &amp; Colleges Account</b> | <b>Community Account</b> |
|---|--|---------------------------------------|--|--|---------------------------------------|--------------------------|
| <b>Cash Machine Withdrawals</b>   |  |                                       |  |  |                                       |                          |
| Cash machine withdrawal<br>A charge for each withdrawal from a self-service machine (one charge per withdrawal)                                 | FREE <sup>3</sup>                      | FREE <sup>4</sup>                     | 25p per withdrawal <sup>5</sup>            | FREE <sup>6</sup>                          | FREE <sup>7</sup>                     | FREE <sup>8</sup>        |
| Cash machine cash out<br>A charge in addition to the cash machine withdrawal charge for the value of cash withdrawn from a self-service machine | FREE <sup>9</sup>                      | FREE <sup>10</sup>                    | 0.45% of the value withdrawn <sup>11</sup> | 0.60% of the value withdrawn <sup>12</sup> | FREE <sup>13</sup>                    | FREE <sup>14</sup>       |
| <b>Electronic Transfers out of your account</b>   |  |                                       |  |  |                                       |                          |
| Business Internet Banking BACS payment<br>A charge for each BACS payment made through Business Internet Banking and credited to a beneficiary   | FREE                                   | FREE                                  | 23p per payment                            | FREE                                       | FREE                                  | FREE                     |
| Direct Debit paid/unpaid<br>A Direct Debit payment made from or returned to your account  | FREE                                   | FREE                                  | 35p per debit/credit                       | FREE                                       | FREE                                  | FREE                     |

<sup>1</sup> This only applies to Business Banking start-up and switcher customers.

<sup>2</sup> This only applies to Business Banking start-up and switcher customers who applied for their account before 17 May 2021.

<sup>3</sup> Some self-service machine operators may charge a fee in addition to the fees we charge for use of the machine. Our fees apply even if a notice on the self-service machine states that cash withdrawals are free.

<sup>4</sup> This only applies to Business Banking start-up and switcher customers who applied for their account before 17 May 2021.

<sup>5</sup> This only applies to UK transactions. These fees apply even if a notice on the self-service machine states that cash withdrawals are free. Some self-service machine operators may charge a fee for use of the machine.

<sup>6</sup> See footnote 3.

<sup>7</sup> See footnote 3

<sup>8</sup> See footnote 3

<sup>9</sup> See footnote 3

<sup>10</sup> See footnote 3

<sup>11</sup> See footnote 3

<sup>12</sup> See footnote 3

<sup>13</sup> See footnote 3

<sup>14</sup> See footnote 3

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Fixed Price period<sup>2</sup></b> | <b>Small Business Tariff</b> | <b>Electronic Banking Tariff</b> | <b>Schools &amp; Colleges Account</b> | <b>Community Account</b> |
|---|--|---------------------------------------|------------------------------|----------------------------------|---------------------------------------|--------------------------|
| Other debits<br><br>Other types of debits applied to your account. You won't be charged another debit fee for CHAPS payments or Priority Payments | FREE                                   | FREE                                  | 35p per debit                | FREE                             | FREE                                  | FREE                     |
| Standing Order<br><br>A Standing Order payment made from your account   | FREE                                   | FREE                                  | 40p per debit                | FREE                             | FREE                                  | FREE                     |

### **Bill Payments**

|   |      |      |                 |                |      |      |
|---|------|------|-----------------|----------------|------|------|
| Bill Payment – Internet<br><br>A Bill Payment made using Business Internet Banking and credited to a recipient                              | FREE | FREE | 40p per payment | FREE           | FREE | FREE |
| Bill Payment – Automated Phone<br><br>A Bill Payment made using our automated Telephone Banking Service and credited to a recipient         | FREE | FREE | 40p per payment | FREE           | FREE | FREE |
| Bill Payment – Non-automated Phone<br><br>A Bill Payment made using our non-automated Telephone Banking Service and credited to a recipient | FREE | FREE | £8 per payment  | £8 per payment | FREE | FREE |

<sup>1</sup> This only applies to Business Banking start-up and switcher customers.

<sup>2</sup> This only applies to new Business Banking start-up and switcher customers who applied for their account before 17 May 2021.

| <b>Service and Description</b>  | <b>Free Banking period<sup>1</sup></b> | <b>Fixed Price period<sup>2</sup></b> | <b>Small Business Tariff</b> | <b>Electronic Banking Tariff</b> | <b>Schools &amp; Colleges Account</b> | <b>Community Account</b> |
|---|--|---------------------------------------|------------------------------|----------------------------------|---------------------------------------|--------------------------|
| Bill Payment – Branch or Post<br><br>A Bill Payment made in a branch or by a postal instruction | FREE                                   | FREE                                  | £10 per payment              | £10 per payment                  | FREE                                  | FREE                     |

### **Cheque and card payments**

|  |      |      |                |                |      |      |
|--|------|------|----------------|----------------|------|------|
| Cheques paid<br><br>A charge for each cheque issued from your account    | FREE | FREE | 80p per cheque | 90p per cheque | FREE | FREE |
| Debit Card<br><br>A charge for each Debit Card payment from your account | FREE | FREE | 25p per debit  | FREE           | FREE | FREE |

### **Internal Transfers between HSBC UK accounts**

|   |      |  |  |  |  |  |
|---|------|--|--|--|--|--|
| Internal Transfer<br><br>A sterling transfer from one of your HSBC UK accounts to another of your HSBC UK accounts in the same name | FREE |  |  |  |  |  |
|---|------|--|--|--|--|--|

### **Bulk Cash Withdrawals**

|   |      |      |                              |                              |      |      |
|---|------|------|------------------------------|------------------------------|------|------|
| Bulk Withdrawal<br><br>A charge for withdrawing cash using bulk services (i.e. one charge per withdrawal) via a courier directly from one of our processing centres                       | FREE | FREE | 50p per withdrawal           | 50p per withdrawal           | FREE | FREE |
| Bulk Cash Out<br><br>A charge in addition to the bulk withdrawal charge for the value of the cash withdrawn using bulk services via a courier directly from one of our processing centres | FREE | FREE | 0.20% of the value withdrawn | 0.25% of the value withdrawn | FREE | FREE |

<sup>1</sup> This only applies to Business Banking start-up and switcher customers.

<sup>2</sup> This only applies to new Business Banking start-up and switcher customers who applied for their account before 17 May 2021.

**Free banking and Fixed Price Period Business Banking start-up and switcher customers who started their account applications before 17 May 2021**

We offer Business Banking start-up and switcher customers a period of free business banking on your primary account followed by a fixed price period for twelve months.



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# Accessibility

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**Customer Information:** Customer Service Centre, BX8 1HB.

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## Sheet1

| COLYFORD PARISH COUNCIL     |                          |                   |            |  |
|-----------------------------|--------------------------|-------------------|------------|--|
| ASSET REGISTER 15 MAY 2023  |                          |                   |            |  |
| DATE ACQUIRED               | DESCRIPTION              | LOCATION          | VALUE £    | NOTES  |
| <b>LAND</b>                 |                          |                   |            |  |
| 15/05/23                    | Stafford Common          | Colyton Hill      | £1.00      | Transfer due 15 May 23 as per Reorganisation Order. Value given as per Colyton Asset register March 21 |
| <b>PLAYGROUND EQUIPMENT</b> |                          |                   |            |  |
| 15/05/23                    | Nature Twister           | Colyford Playpark | £8,385.00  | Transfer due 15 May 23 as per Reorganisation Order. Value given as per Colyton Asset register March 21 |
|                             | Locomotive               | Colyford Playpark | £3,356.00  |  |
|                             | Triple Swing             | Colyford Playpark | £2,012.00  |  |
|                             | Wobble Bridge            | Colyford Playpark | £1,408.00  |  |
|                             | Hammock                  | Colyford Playpark | £1,116.00  |  |
|                             | Safety Surface Mat Tiles | Colyford Playpark | £3,950.00  |  |
|                             | Fencing                  | Colyford Playpark | £5,911.00  |  |
| <b>BUILDINGS</b>            |                          |                   |            |  |
| 15/05/23                    | 3 Village Gateways       | Colyford          | £7,475.00  | Transfer due 15 May 23 as per Reorganisation Order. Value given as per Colyton Asset register March 21 |
| <b>TOTAL ASSETS</b>         |                          |                   | £33,614.00 |  |



**COLYFORD PARISH COUNCIL PROVISIONAL MEETING DATES  
@ COLYFORD MEMORIAL HALL**

**2023**

**All meetings commence @ 7pm**

- Friday 2<sup>nd</sup> June 23-Main Hall
- Wednesday 14<sup>th</sup> June 23 -Committee Room
- Wednesday 19<sup>th</sup> July 23-Main Hall
- Wednesday 23<sup>rd</sup> Aug 23-Main Hall
- Wednesday 13<sup>th</sup> Sep 23- Committee Room
- Wednesday 11<sup>th</sup> Oct 23-Committee Room
- Wednesday 15<sup>th</sup> Nov 23-Committee Room
- December 23-no meeting

**2024**

**All meetings commence @ 7pm**

**All meetings to be held in Main Hall**

- Wednesday 3<sup>rd</sup> January
- Wednesday 7<sup>th</sup> February
- Wednesday 6<sup>th</sup> March
- Wednesday 3<sup>rd</sup> April
- Wednesday 1<sup>st</sup> May
- Wednesday 5<sup>th</sup> June
- Wednesday 3<sup>rd</sup> July
- August-no meeting
- Wednesday 4<sup>th</sup> September
- Wednesday 2<sup>nd</sup> October
- Wednesday 6<sup>th</sup> November
- December 24-no meeting

The rates for hiring the Main Hall are £25 for 2hours, £31 for 3 hours, £36 for 4 hours.

The rates for hiring the Committee Room are £10 for up to 2 hours & then any additional hours @ £5 per hour.

**COLYFORD VILLAGE MAINTENANCE TASKS-SUGGESTIONS FROM SHADOW COUNCIL FOR REFERENCE**

(for reference at the first meeting of Colyford Parish Council 15<sup>th</sup> May 2023)

- Removal of Roadside weeds
- Cleaning of Road Signs
- Inspection of grass cutting areas
- Removal of old Bus Shelter Posters/ Cleaning windows
- Discussion with CGS about condition of grassed area at Bus Stop waiting area (Fairview/A3052)
- Removing grass from pavement in Coly Road

**Discussion:**

- Hillary's Garden
- Empty parish council bins previously emptied by Colyton Maintenance Man:-
  1. Pear Tree Corner-Corner of Coly Road where it joins A3052-grey bin
  2. Colyford Play Park-grey bin
  3. Four Cross Elms (at crossroads where Fairview Lane meets Love Lane)-grey bin
- Devon Bank opposite White Hart
- Welcome to your New Councillors Poster post election?
- Marcus Hartnell has advised that there will be a free course on highway maintenance. It will involve learning how to fill potholes. EDDC will provide bags of self setting tarmac, a tamper and jackets.
- Assist with any one off maintenance projects

## **COLYFORD CUTTING OF GRASS VERGES-INCLUDING SUGGESTIONS FROM SHADOW COUNCIL FOR REFERENCE**

Currently cut by Halcyon Landscapes in May & September

- Coly Road from Pear tree Corner to Shells Lane (both sides) except the visibility splay at Kingsholme and Pear tree corner.
- Verge (north side) on A3052 just before the Pear Tree junction, opposite the station Café, except the area running up to the junction; cut by DCC.
- The two Colyford gateways on A3052 towards Boshill (both sides) for a distance of 2m.
- The grass triangles outside the Colyford Memorial Hall

### Additional verge cutting suggestions

- The grass at the west village gate and the verge on the opposite side of the road
- Halcyon normally cut much more than 2 m around the eastern gates
- The verge along Coly Road has grown over the kerb stones and needs to be dug back
- That also needs to be done along the whole 3052 heading east up to and including the bridge.
- The grass opposite the shop should be included, a village resident has been cutting it for the last 9 years every other week as it is the heart of the village
- Road corners are not always fully cut by Highways
- Grass verges at the Elms on the A3052, also needs work on re- seeding

## COLYFORD FOOTPATHS CURRENTLY BEING CUT

### Schedule B: Management of surface vegetation:

Cuts to be made late spring or as growing conditions dictate.

The section of public rights of way to be cut are detailed below:

| PROW                    | GRID REFERENCE               | LENGTH<br>metres | JOB DETAILS                            |
|-------------------------|------------------------------|------------------|--|
| FP 25<br>(Axe Bridge)   | 2588/9267                    |                  | Trim hawthorn hedge by stile           |
| FP44<br>(Gatcombe Farm) | 2305/9106<br>to<br>2296/9099 | 100              | Width 1.5 metres.<br>Cut headland path |
| BR52<br>(Green Lane)    | 2435/9253<br>to<br>2413/9297 | 480              | Width 2 metres                         |
| UCR11<br>(Shells Lane)  | 2455/9303<br>to<br>2462/9299 | 100              | Width 1.5 metres.                      |



## COLYFORD PARISH COUNCIL BINS

- Colyton Grammar School (Gully Shoot) EX24 6HN-red & grey bin
- \*Colyford Play Park-grey bin
- \*Four Cross Elms (at crossroads where Fairview Lane meets Love Lane)-red & grey bin
- \*Pear Tree Corner-Corner of Coly Road where it joins A3052-grey bin
- Seaton Road Opposite Colyford Post Office -grey bin

Grey bins are emptied on a weekly basis by Streetscene-waiting for confirmation of charges

Red bins are emptied three times a week by Suez-annual charge for 2023/2024 is £330.

\*bins previously emptied by Colyton Maintenance Man