

Grimoldby and Manby Parish Council

To the Members of the Parish Council of Grimoldby and Manby:

You are hereby summoned to attend a meeting of Grimoldby and Manby Parish Council, which will be held on Wednesday 20th November 2024 in The Pavilion, Gibson Way, Manby at 7.30pm. The business to be dealt with at the meeting is listed in the agenda below.

Please note that the meeting will begin at 7.30pm UNLESS any public are present in which case there will be a public forum when members of the public may ask questions or make short statements to the Council.

Any public wishing to speak, on an agenda item or "sit in" on the meeting please contact the Clerk, using the email address below, in advance to discuss attendance arrangements. If possible, please provide written representation rather than attending in person.

Members of the public should note that they will not be allowed to speak during the formal meeting.



Mrs. L.M. Phillips

Clerk

Dated this 15th Day of November 2024

AGENDA

1. **Apologies for Absence**
To note apologies where valid reasons for absence have been given to the Clerk prior to the meeting.
2. **Chairman's Remarks**
3. **Declarations of Interest / Dispensations**
To receive declarations of interest in accordance with the Localism Act, 2011 – these being **any** interest in agenda items not previously recorded on Members' Register of Interests. Council to consider granting dispensation(s), as per written requests received by the proper officer to councillors under section 22 of the Localism Act.
4. **Council Minutes**
To approve as a correct record the draft Minutes of the Council Meeting held on 16th October 2024 and authorise the Chairman to sign the official minutes.
5. **Committee Minutes**
 - a. To confirm receipt of the minutes and adopt the resolutions contained therein of the Finance Committee Meeting held on 3rd November 2023.
 - b. To receive for information the draft notes of the Finance Committee Meeting of 6th November 2024.
6. **Finance**
To receive, note and duly resolve to authorise:
 - a. The Financial Report for November, showing a closing balance on 7th October 2024 of £89,206.92. which agrees to the closing balance on the bank statement issued on 14th October 2024.
 - b. Cheques for authorisation, listed on the Cheque Schedule 112024 totalling £2,723.97.
7. **Planning**
 - a. **Applications received by the Local Planning Authority**
To consider current applications including those listed in the schedule (Plans_11_20_24) / ratify comments already made by the Planning Working Group.
 - b. **ELDC Planning Decisions to Note**
 - i. N/067/01294/24 – Tree Tops, Eastfield Lane, Grimoldby – ELDC has granted Full Planning Permission.
 - c. **Temporary Traffic Restrictions**
At the time of printing there were none.
 - d. **Proposed Work to Trees**
Council to consider the following proposed work to trees:
 - i. **Location:** 29 Tinkle Street. **Proposal:** A6 - Several Ash, Beech, Elm, Oak, Scots Pine, Sycamore And Willow Trees In A.006 - G002 on plan (English Elm) reduce to 4m stem as standing habitat stem due north. T003 on plan (Beech) raise lower branch over the footpath to provide 3m clearance and target prune around amenity wire for 0.5m clearance from footpath, road, street light and amenity wire. T004 on plan (Sycamore) crown lift to 3m over footpath and target prune around amenity wire for a clearance of 0.5m for clearance of footpath, overhead wires and road. T010 on plan (Flowering Cherry) remove tree to near ground level due to multiple cavities, decay and leaning towards neighbouring patio area, to avoid damage to neighbouring property. T015 on plan (Sycamore) reduce height by 1-1.5 m to 16m, and reduce lateral branch due north by 1.5m. Due south branches; reduction of 3m to reduce sail risk and reshape. Tree spread is currently 12m, suggesting a reduction to 7.5m in total. Remove deadwood exceeding 40mm diameter and

Grimoldby and Manby Parish Council

tidy previous pruning stubs to B. S. T021 on plan (Sycamore) reduce to allow 1.5m clearance from property roof line to avoid damage to residential property. **Reason:** A6 – As per proposals.

- ii. **Location:** Land adjacent Grimoldby Cricket Club. **Proposal:** G26 - Group Consisting Of 4 Ash - Second tree from the west (marked on site) reduce to a 6m high pollard. **Reasons:** G26 - Extensive basal decay and Inonotus hispidus present.

8. Local Government Pay Claim 2024/25

Council to note that agreement has now been reached on the above and as agreed at the October meeting this has been implemented from 1st April 2024, in line with NALC recommendations.

9. Risk Management

Council to receive a recommendation from the Finance Committee to approve the Risk Register. (To be tabled).

10. Village Maintenance

Council to receive a recommendation from the Finance Committee that in 2025/26 Village Maintenance work be re-evaluated, as per new draft schedule (to be tabled), hours being averaged out over the year, invoiced monthly and the works being awarded under new terms.

11. Finance Policies for Adoption

Council to receive a recommendation from the Finance Committee that the attached draft Investment Policy and draft Reserves Policy be approved for use.

12. Budget 2025/26 / Precept Approval

Council to note that the Finance Committee considered draft budget proposals for 2025/26 on 6th November 2024 alongside the Earmarked Reserve Report. It noted current year spend, projections and the condition of its reserves. Council to receive a recommendation from the Finance Committee that:

- a. The Earmarked Reserves Report be approved.
- b. The draft budget 25/26 be approved.
- c. A precept of £21,634.00 be levied in 2025/26 which equates to a 7% increase on 2024/25 and an annual cost to a band d ratepayer of £32.92. However, it should be noted that these calculations are based on 2024/25 tax base figures and should decrease slightly when current tax base figures are released.
- d. Council to delegate authority to the Clerk to complete the necessary forms and submit to ELDC, the Collection Authority.

13. Sexual and General Harassment

Following the introduction of new legislation which places greater responsibilities and legal requirements on all Employers (which includes each individual Councillor), to take proactive steps to prevent Sexual Harassment at Work. Councillors to receive a draft policy in relation to the above for approval. Council to note that annually Councillors will be asked to attend training and sign a document to confirm that they have received, read, understood and will abide by the policy.

14. Town and Parish Council Scrutiny Survey

Councillors to receive details of the above and resolve upon whether it wishes to make a corporate response and if so when and how or allow councillors to complete the survey individually.

15. Lloyds Bank, Application for Online for Business

Further to circulation by email on 15th November of the above. Council to authorise signature and submission.

16. Bins

Council to consider installation of the fourth bin previously considered on the corner of Amelia Wood Way.

17. Next Meeting

Council to consider arrangements for its December meeting.

18. Closed Session Items

Council to resolve to move into closed session in accordance with the Public Bodies (Admission to Meetings) Act 1960 due to the business to be discussed in the following items, information being of a third party, commercial and confidential nature in relation to the Jet Provost Village Sign.

19. Any Other Business

Councillors to exchange information, if required. Please note, no decisions may lawfully be taken during this item.

**MINUTES OF THE MEETING OF GRIMOLDBY AND MANBY PARISH COUNCIL
HELD AT GRIMOLDBY VILLAGE HALL
ON WEDNESDAY 16TH OCTOBER 2024**

Present Councillor A. Bunting (AB) (in the chair)

Councillors: M. Bruce (MB), R. Hampton (RH), N. Hind (NH), M. Starsmore (MS), T. Vamplew (TV)

Councillors not present: Mrs. E. Billings (EB), C. Fairburn (CF), Mrs. L. Knowles (LK), T. Knowles,

The Clerk, Mrs. L.M. Phillips was also present.

T67. Election of Chairman

In the absence of both the Chairman and the Vice Chairman it was proposed, seconded and **RESOLVED** that Cllr. AB should act as Chairman for the evening.

T68. Apologies for Absence

Apologies for absence were received from Cllrs. Mrs. EB, CF, LK, TK and NH who would be late.

T69. Chairman's Remarks

Cllr. Bunting read out the remarks supplied by the Chairman of the Council:

Nothing significant had happened since he last reported. In regard to Beech Grove: The owner of it and of Teddar Hall were still working together to put forward a large application for the whole site such as a care home and up market housing but still needed to get over the heritage hurdle which was that the heritage people wanted certain parts of Beech Grove to be retained. The removal of the heritage hurdle was felt to be key and a gentleman was now onboard who was trying to convince the heritage people that they were wrong. In regard to plans for a Bio Digester on Manby Airfield: After speaking with the man in Ireland recently who was leading the project it would appear that they were still treading water, still trying to sort out all the red tape and get all the agreements in place. Cllr. TK was of the opinion that they might never have intended to carry the project through to fruition and that they might try to sell the land on when all was sorted. If they were going to carry it forward, they would have been more active in the area in the last year. And finally, with regard to lorries passing through village: Cllr. TK was worried that Wingas might be the reason for the increase in the number of lorries passing through the village and he was especially worried that if they decided they wanted to pursue having a gas field again that would have quite an impact on Grimoldby. However, having spoken to Wingas they had assured him that there was no way that they were contemplating going back to the gasfield scenario.

T70. Declarations of Interest / Dispensations

No declarations of interest nor requests for dispensations were made.

T71. Council Minutes

It was **RESOLVED** to approve as a correct record the Minutes of the Council Meeting held on 18th September 2024.

T72. Clerk's Remarks

The Clerk tabled her report, as follows: Following last month's meeting: 1) she had emailed Cllr. McNally and he was going to liaise with LCC re. cleaning or replacing the village sign. 2) she had emailed Anglian Water regarding the water supply at the Pavilion, they were looking into the issue. 3) she had emailed the Valuation Office Agency regarding the rateable value of the Pavilion and Football Field, she was still waiting to hear back from them. 4) LCC had contacted her to confirm that they would be undertaking some maintenance work on the bus shelter on Tinkle Street, near the school to remove the ivy that was covering it. 5) The Agreement relating to the Pavilion between the Council and Manby FC has been amended as agreed and signed by both parties for the 24/25 season. 6) Three quotes had been sought for repair/replacement of the Jet Provost village sign. One company has already declined to quote. The other two replied to confirm that they would come back to her, but so far, they had not. 7) The three new bins had now been installed around Grimoldby and Manby. 8) With regard to speeding lorries travelling through the village, she had emailed Serjeant Palmer at Louth Police, no reply as yet. She had emailed ELDC re. S106 monies. No reply as yet. She had emailed the Lincolnshire Road Safety Partnership – they sent the results of their last survey which she had forwarded to all Councillors. She had emailed LCC (Cllr. McNally) to ask him to request a review of speed limits, crossings, movement of the pavement further away from the road. No reply as yet. 8) A new Council laptop, back up facilities, security

and software licences had been obtained. 9) She had emailed the holder of plots 7 and 8 as previously discussed, no reply as yet. 10) She would be bringing a draft reserves policy and draft investment policy to Council for consideration at the next meeting. 11) LALC had informed her of new legislation about Employer's New Duty to Prevent Sexual Harassment, as follows: From October 2024 new legislation (s40A Equality Act 2010) places greater responsibilities and legal requirements on all Employers, to take proactive steps to prevent Sexual Harassment at work. Managers would need to take steps to demonstrate that they were preventing the problem. This doesn't simply mean having an up-to-date Policy and Procedure, but actively taking steps to reduce the risk of harassment. However, the starting point needs to be for Managers to ensure that the Organisation's procedures are fit for purpose. Current guidance on the ACAS Website (<https://www.acas.org.uk/sexual-harassment/steps-for-employers-to-prevent-sexual-harassment>) sets out the following requirements for the Organisation's Anti-Harassment policies and procedure to follow: A) The policy should provide a range of options for reporting sexual harassment, depending on who the person who has been subject to harassment feels comfortable with. B) The policy should provide a range of informal options for dealing with sexual harassment. C) The policy should contain a formal complaints procedure for the Employee to use if they wish. D) The formal procedure should allow Union representation. E) The procedure should be clear about when disciplinary action might be needed. F) Only one investigation needs to be conducted into both the Employee's complaint and any subsequent Disciplinary action. G) The policy should contain details of help and support available to the person who made the complaint. H) Someone who's been sexually harassed will be given paid time off to get help with any resulting physical or mental health problems.

In addition, specific guidance notes have been developed by the Equality and Human Rights Commission for all Employers. In terms of how they apply, the following need to be taken into consideration: A) Employers will need to review existing procedures, including defining what constitutes harassment, steps to take should the problem arise, protection the Organisation will provide to those reporting it, and sanctions against offenders. As a result, a Policy and Procedure that is specific to the needs of the Organisation should be drafted. B) Staff should be consulted on the draft policy and procedure, to get their suggested adjustments, as well as commitment to the document. If the Organisation has a collective bargaining arrangement with one or more Union, they too should be consulted as part of the process of updating procedures. C) The procedure should be issued to Directors and staff and displayed in public areas. D) All staff should either attend a briefing session regarding how the new/updated policy and procedure works, or be required to read the document and sign it to confirm that they understand and will comply with it. E) This will need to be repeated on an annual basis to ensure that the training doesn't become outdated. Provision of annual training would enable an Organisation to demonstrate that it has taken reasonable steps to prevent the problem. This can provide the Organisation with a valuable defence if it has to defend a claim of Sexual Harassment at the Employment Tribunal. F) The Policy and Procedure should include a simple and user-friendly reporting process if problems occur, as well as set out what action will be taken against offenders. For example, Employees who are found to have committed acts of Sexual Harassment would be accused of Gross Misconduct.

It was important to ensure that procedures, and the way that they were implemented, was appropriate to the size of the organisation and its resources. There was no point in developing elaborate procedures that were simply unworkable. There were no particular criteria or minimum standards for Organisations when implementing their anti-harassment procedures. They must be practical and, most importantly, workable for the size of the organisation.

From October 2024, Employers could face a surcharge of 25% on top of any compensation awarded to an Employee who successfully makes a claim of Sexual Harassment at an Employment Tribunal, if Managers could not demonstrate how they have complied with the new rules.

However, Employers that have taken all 'reasonable steps' to implement workable procedures would have a defence against claims at the Tribunal for Sexual Harassment, under s109 of the Equality Act 2010.

Steps the Council were strongly recommended to take:

- a. Managers to review and customize the Anti-Harassment Policy and Procedure to the needs of the organization.
- b. Consult with staff, and where necessary unions, on the contents of the procedure.
- c. Conduct training / information events for all engaged with the organization in whatever context.
- d. If, for genuine reasons, some people could not attend such an event, ask them to read and sign a copy to confirm that they understand and would comply.
- e. Get a training record signed to say that they had had this information and understand how it works.
- f. Review the policy and procedure on an annual basis to ensure that it is relevant.

- g. Repeat this training / information session on an annual basis to ensure that it is up to date.
- h. Ensure that you have information to third parties, such as the public, suppliers, contractors, etc. are aware of this policy and procedure.

For information, the Clerk confirmed that she was drafting a policy, based on a template LALC had supplied. The policy would be brought before the Council imminently for ratification, after which the policy would be issued to councillors individually etc. She had already attended a briefing session held by LALC and was looking into other available training options on the subject. She was hopeful that there would be a webinar that all Councillors could view which would cover the need for the Council to have annual training on the issue.

T73. Finance

It was proposed, seconded and **RESOLVED** that the Council should receive, note and duly authorise:

- a. The Financial Report for October, showing a closing balance on 6th September 2024 of £80,001.88 which agreed to the closing balance on the bank statement issued on 13th September 2024.
- b. Cheques for payment, listed on the Cheque Schedule 101624 totalling £3,755.08.
- c. That a meeting of the Finance Committee be convened on Wednesday 6/11/24 from 6pm at the Pavilion.

T74. Planning

a. Applications received by the Local Planning Authority

No planning applications had been received for consideration.

b. Planning Decisions

The Council noted that the following planning decisions had been received from ELDC.:

- i. N/113/01458/23 – Halifax House, Manby Park – ELDC has granted full planning permission.
- ii. N/067/01208/24 – Land off Middlesykes Lane – ELDC has granted full planning permission.

c. Temporary Traffic Restrictions

There were no temporary traffic restrictions to note.

T75. Annual Governance and Accountability Return (AGAR)

It was proposed, seconded and **RESOLVED** that the Council should:

- a. Note that the Council's External Auditor had completed its limited assurance review of Grimoldby and Manby Parish Council for the year ended 31st March 2024. (All documents circulated by email 20/09/24 and posted on Noticeboards 27/09/24).
- b. Note that the Notice of Conclusion of Audit was posted on the website and noticeboards on 27/09/24 to meet legislative deadlines.
- c. Receive Section 3 - External Auditor Report and Certificate 2023/24 and note that the Council had received an unqualified audit, the external auditor having found no issues on which to make comment.

T76. Internal Auditor

It was proposed, seconded and **RESOLVED** to approve the continued use of its previous internal auditor in 2024/25.

T77. Membership of SLCC

It was proposed, seconded and **RESOLVED** to approve renewal of the Clerk's membership with the Society of Local Council Clerks.

T78. Allotments

The Council considered requests made by the holder of plot 3. It was proposed, seconded and **RESOLVED** to approve:

- a. A polytunnel D2.5d x W2 x H2, to be sited at the rear of the plot.
- b. Retention of a plastic storage box, at the rear of the plot
- c. Siting of a water storage container at the front of the plot

Cllr. NH arrived at 7.43pm.

T79. Closed Session Item

At 7.44pm it was proposed, seconded and **RESOLVED** that the Council should move into closed session in accordance with the Public Bodies (Admission to Meetings) Act 1960 due to the business to be discussed in the following item, information being of a confidential and sensitive nature in relation to the following:

- a. Hedge Cutting – It was proposed, seconded and **RESOLVED** to accept the quote from MG Ubique Ltd.
- b. Pavilion Rear Window Protectors – The Council noted that three quotes had been sought but that in the

interim the football club had offered to fund the protectors as they were hopeful that they could obtain grant funding. It was agreed that the football club should progress the metal window protectors.

- c. Appraisal – The Council received a confidential report regarding the Clerk’s appraisal. It was agreed that the Clerk should look into the cost of different storage solutions to keep the Council’s records safe and bring back her findings.
- d. Annual Salary Review – The Council noted that the National Pay Agreement for 2024/25 was being negotiated by the Unions and projections showed that the salary budget would be overspent. It was proposed, seconded and **RESOLVED**:
 - i. that when the pay agreement for 2024/25 was finalised it should be applied as soon as possible from 1st April 2024; and
 - ii. that the salaries budgets should be topped up, as required from General Reserve.

With regard to the Clerk’s salary going forward. It was proposed, seconded and **RESOLVED** to approve a recommendation from the Chairman that it be raised by 2 scale points on 1st April 2025 and that budgets be set to allow for this when discussed next month. At 8.04pm it was then proposed, seconded and **RESOLVED** to move back into open session.

T80. Any Other Business

- a. Cllr. MS had received a leaflet regarding proposals to ‘dump’ nuclear waste offshore at Theddlethorpe. It was agreed that Cllrs. MS and MB should attend an open event together at the Dunes Theatre and that they would report back.
- b. Cllr. NH wondered if the new style of pylons, as used at Hinkley C had been considered for the Grimsby to Walpole route.

T81. Next Meeting

The Council noted that the date of the next scheduled meeting was Wednesday 20th November 2024.

The meeting closed at 8.22pm

Signed _____ (Chairman) Dated _____

**MINUTES OF THE MEETING OF THE FINANCE COMMITTEE OF
GRIMOLDBY AND MANBY PARISH COUNCIL
HELD IN THE PAVILION, GIBSON WAY, MANBY
ON FRIDAY 3rd NOVEMBER 2023**

Present Councillor T. Knowles (in the chair)

Councillors: Mrs. E. Billings (EB), M. Bruce (MB), C. Fairburn (CF),

Councillors not present: Mrs. N. Turney (NT)

The Clerk, Mrs. L.M. Phillips was also present.

F1. Election of Chairman

It was **RESOLVED** that Cllr. Mrs. EB should be elected as Chairman of the Finance Committee to hold office until the Annual Meeting of the Council in 2024.

F2. Election of Vice Chairman

It was **RESOLVED** that Cllr. MB should be elected as the Vice Chairman of the Finance Committee to hold office until the Annual Meeting of the Council 2024.

F3. Apologies for Absence

Apologies for absence were received from Cllr. NT.

F4. Declarations of Interest / Dispensations

No declarations of interest were received.

F5. Minutes

It was **RESOLVED** to approve as a correct the record the minutes of the Finance Committee meeting held on 2nd November 2022.

F6. Budget 2023/24

a. Finance Review

The Committee received a report monitoring its finances.

b. Draft 2024/25 Budget

The Committee considered draft budget proposals for 2024/25 alongside the Finance Review. It noted current year spend, projections and the condition of its reserves. Noting that the general reserve contains the funds needed for all day to day costs and currently held a surplus for expenditure which exceeds that budgeted for and which could be used for unexpected costs or in an emergency. At 30th September the General Reserve stood at £58,818.49. £8,806.86 of which was expected to be spent on day to day expenditure in the six months to 31st March 2024. That would leave £50,011.63 surplus, 50% of which was held to cover the Council's running costs for 12 months, which is recommended practice, should an eventuality arise whereby the District Council were unable to pay over the precept. That would leave an actual surplus of £25,005.81 to cover the Council in the event of an unexpected event or emergency such as the tennis courts requiring resurfacing or the fence around the tennis courts requiring replacing or the playpark equipment requiring total renewal or extensive roof repairs being required at the Pavilion. The Committee also examined each earmarked reserve to confirm its purpose, need and balance. It also discussed arrangements regarding Village Maintenance.

c. Risk Review

The Committee considered the risks that the Council faces and ways to mitigate these.

d. It was **RESOLVED to recommend the following to Council:**

- i.** That a precept of £20,282.94 be levied in 2024/25 which equates to a 10% decrease on 2023/24 and an annual cost to a band d ratepayer of £31.25. (Council to note that these calculations are based on 2023/24 tax base figures and should decrease further when current tax base figures are released). See below.
- ii.** That in the absence of village maintenance work being undertaken by the appointed contractor in 2023/24, and as that contractor had been given the opportunity to communicate on the matter but had not, the Council should look to have some jobs undertaken by another contractor as an emergency measure in order to keep on top of some areas.
- iii.** That in 2024/25 Village Maintenance work be reevaluated, as per the schedule circulated, hours being averaged out over the year, invoiced monthly and the works being awarded under new terms.
- iv.** That the Risk Review document be noted and approved.

Draft Budget 2024/25				
	24/25 Amount to be taken from Reserves	24/25 Amount to be Precepted For	24/25 Actual Draft Budget	Notes
	£	£	£	
Opening Balance				
INCOME				
Precept	-	-	-	
VAT	-	-	-	
Bank Interest	-	-	-	
Grasscutting cont's from LCC	-	-	1,157.06	Based on 23/24 figures
HMRC	-	-	-	
Grants	-	-	-	
Allotment rent	-	-	250.00	£25 pa x 10
Pavilion Rent	-	-	600.00	£7 ph x 2 x 40 weeks
Football Club rent	-	-	250.00	As previously discussed
Cllr. T. Knowles	-	-	-	
Total	-	-	2,257.06	
EXPENDITURE				
Day to Day Running				
Salary	-	6,750.00	6,750.00	Allows for increase in hours or overtime and/or uplift
PAYE/NIC	-	2,000.00	2,000.00	Allows for above and possible inclusion in pension scheme
Rent (Mtgs)	-	100.00	100.00	Allows for 2 public mtgs at £50 each
Play Park	-	1,500.00	1,500.00	Allows for maintenance, inspection, repairs and replacements
Tennis Courts	-	-	-	
Grasscutting/maintenance of right of way footpaths	-	-	-	
Seats	-	-	-	
Bus Shelters	-	-	-	
Subscriptions	-	800.00	800.00	LALC, NALC, SLCC, Allotment Soc.,
Grants	-	600.00	600.00	Allows for 3 grants of £200 each
Publications and Training	-	300.00	300.00	
Insurance	-	1,300.00	1,300.00	Allows for possible increase due to tax and addition of assets
Audit	-	250.00	250.00	23/24 £40 internal audit, £210 external
Wreaths	-	40.00	40.00	Remembrance wreaths x 2
Speed Sign	-	-	-	
Shrub/hedge/noticeboard etc Maintenance in G&M	-	-	-	
Defibrillator	50.00	-	50.00	

Elections	-	-	-	
Allotments/Football Field/Pavilion	-	2,500.00	2,500.00	Grasscutting, power, maintenance etc.
Amenity Grasscutting	-	1,200.00	1,200.00	Allows for approx. 12 cuts with a cylinder mower and follow up strimming (weather permitting)
General Reserve	-	-	-	
Platinum Jubilee	-	-	-	
VAT	-	-	-	
Village Maintenance	-	5,200.00	5,200.00	
Admin Equipment/IT	1,500.00	-	1,500.00	
Total Day to Day Running	1,550.00	22,540.00	24,090.00	

Expenditure Total			28,240.00	
Of which to come from General Reserve			5,700.00	
Of which precepted for			22,540.00	
Income Total			2,257.06	
Precept (expenditure minus income)			20,282.94	
23/24 Cost per band d property (based on 23/24 tax base)			34.73	
24/25 Cost per band d property (based on 23/24 tax base)			31.25	
24/25 Change in band d (based on 23/24 tax base)			(3.48)	
24/25 Monthly cost per band d property (based on 23/24 tax base)			2.60	
24/25 weekly cost per band d property (based on 23/24 tax base)			0.60	
24/25 % increase/decrease (based on 23/24 tax base)			-10%	

2023/24 Tax Base 649

RESERVES

EARMARKED RESERVES				
	24/25 Amount to be taken from Reserves	24/25 Amount to be Precepted For	24/25 Actual Draft Budget	Notes
EMR War Memorial	-	-	-	
EMR Specialist .gov email addresses/IT	-	-	-	= Leave at £0

EMR Speed Sign	350.00	-	350.00	= Balance at end 2023/24 + 350
EMR Play Park	-	-	-	= Balance at end 2023/24
EMR Elections	-	-	-	= Balance at end 2023/24
EMR Audit	-	-	-	= Balance at end 2023/24
EMR Allotment/Football Field/Pavilion	500.00	-	500.00	= Balance at end 2023/24 + 500
EMR Defibrillator	800.00	-	800.00	= Balance at end 2023/24 + 800
EMR Tennis Courts	1,000.00	-	1,000.00	= Balance at end 2023/24 + 1000
EMR Contingency	1,000.00	-	1,000.00	= Balance at end 2023/24 + 1000
EMR Noticeboards	500.00	-	500.00	= Balance at end 2023/24 + 500
EMR Filing Cabinets/Office Equipment	-	-	-	= Balance at end 2023/24
Total Earmarked Reserves	4,150.00	-	4,150.00	

F7. The meeting closed at 6.35pm.

Signed  (Chairman)

Dated 6/11/24

**MINUTES OF THE MEETING OF THE FINANCE COMMITTEE OF
GRIMOLDBY AND MANBY PARISH COUNCIL
HELD IN THE PAVILION, GIBSON WAY, MANBY
ON WEDNESDAY 6TH NOVEMBER 2024**

Present Councillor T. Knowles (in the chair)

Councillors: Mrs. E. Billings (EB), M. Bruce (MB), C. Fairburn (CF),

Councillors not present:

The Clerk, Mrs. L.M. Phillips was not present in person but joined by telephone.

F1. Election of Chairman

It was **RESOLVED** that Cllr. Mrs. EB should be elected as Chairman of the Finance Committee to hold office until the Annual Meeting of the Council in 2025.

F2. Election of Vice Chairman

It was **RESOLVED** that Cllr. MB should be elected as the Vice Chairman of the Finance Committee to hold office until the Annual Meeting of the Council 2025.

F3. Apologies for Absence

There were no apologies for absence.

F4. Declarations of Interest / Dispensations

No declarations of interest were received.

F5. Minutes

It was **RESOLVED** to approve as a correct the record the minutes of the Finance Committee meeting held on 3rd November 2023.

F6. Review of Risk Register

The Committee considered the above and the risks that the Council faces and ways to mitigate these. It was proposed, seconded and **RESOLVED** to recommend approval of the Risk Register to Council on 20th November 2024.

F7. Village Maintenance

The Committee considered a reevaluated village maintenance schedule. The Committee noted that the changes resulted in an increase in hours and thus a small increase in the cost to the Council. It was proposed, seconded and **RESOLVED** to recommend approval to the Council on 20th November 2024.

F8. Policies for Adoption

The Committee considered a draft Investment Policy and a draft Reserves Policy. It was proposed, seconded and **RESOLVED** that the two policies should be recommended for approval by the Council on 20th November 2024 with an amendment to the Investment Policy to delete the words 'with another high street bank' and amend £80,000 to £85,000 in the first paragraph on page 3.

F9. Budget 2025/26

a. Earmarked Reserve Review

The Committee considered the above report, which detailed the different reserves, explained the purpose of each EMR individually and made suggestions. It was proposed, seconded and **RESOLVED** to recommend that the Earmarked Reserve Report be approved by Council on 20th November 2024.

b. Draft 2025/26 Budget

The Committee considered the above, noting current year spend, projections and the condition of its reserves. It was proposed, seconded and **RESOLVED** that the budget, as presented by approved and the following be recommended to Council:

- i.** That a precept of £21,634.00 be levied in 2025/26 which equated to a 7% increase on 2024/25 and an annual cost to a band d ratepayer of £32.92. (The Committee noted that these calculations were based on 2024/25 tax base figures and should decrease slightly when current tax base figures were released). See below.

Draft Budget 2025/26				
	25/26 Amount to be taken from Reserves	25/26 Amount to be Precepted For	25/26 Actual Draft Budget	Notes
	£	£	£	
INCOME				
Precept			-	
VAT	-	-	1,000.00	1/4/24 to 31/3/25
Bank Interest	-	-	1,000.00	
Grasscutting cont's from LCC	-	-	2,536.00	Based on 24/25 figure 2510.65 + 1%
HMRC	-	-	-	
Grants	-	-	1,000.00	From TK @ ELDC to go towards new village signs
Allotment rent	-	-	250.00	£25 pa x 10
Pavilion Rent	-	-	560.00	£7 ph x 2 x 40 weeks
Football Club rent	-	-	250.00	As previously discussed
Clr. T. Knowles	-	-	-	
Total			6,596.00	
EXPENDITURE				
Day to Day Running				
Salary	600.00	11,000.00	11,600.00	Allows for increase in hours or overtime and/or uplift
PAYE/NIC		2,400.00	2,400.00	Allows for above and possible inclusion in pension scheme
Rent (Mtgs)		100.00	100.00	Allows for 2 public mtgs at £50 each
Play Park/Tennis Courts		1,500.00	1,500.00	Allows for maintenance, inspection, repairs and replacements
Tennis Courts	-	-	-	
Grasscutting/maintenance of right of way footpaths	-	-	-	
Seats	-	-	-	
Bus Shelters	-	-	-	
Subscriptions	-	600.00	600.00	LALC, NALC, SLCC, Allotment Soc.,
Grants	-	600.00	600.00	Allows for 3 grants of £200 each
Publications and Training	-	300.00	300.00	

Insurance	-	1,500.00	1,500.00	Allows for possible increase due to tax and addition of assets
Audit	-	250.00	250.00	23/24 £40 internal audit, £210 external
Wreaths	-	40.00	40.00	Remembrance wreaths x 2
Speed Sign	-	-	-	
Shrub/hedge/noticeboard etc Maintenance in G&M	-	-	-	
Defibrillator	50.00	-	50.00	
Elections	-	-	-	
Allotments/Football Field/Pavilion	1,000.00	2,500.00	3,500.00	Grasscutting, power, maintenance etc.
Amenity Grasscutting	300.00	1,200.00	1,500.00	Allows for approx. 12 cuts with a cylinder mower and follow up strimming (weather permitting)
General Reserve	-	-	-	
Platinum Jubilee	-	-	-	
VAT	-	-	-	
Village Maintenance	-	6,240.00	6,240.00	
Admin Equipment/IT	-	-	-	
Total Day to Day Running	1,950.00	28,230.00	30,180.00	

Expenditure Total			80,380.00	
Of which to come from General Reserve			21,592.66	
Of which precepted for			28,230.00	
Income Total			6,596.00	
Precept (expenditure minus income)			21,634.00	
24/25 Cost per band d property (based on 24/25 tax base)			30.87	
25/26 Cost per band d property (based on 24/25 tax base)			32.92	
25/26 Change in band d (based on 24/25 tax base)			2.05	
25/26 Monthly cost per band d property (based on 24/25 tax base)			2.74	
25/26 weekly cost per band d property (based on 24/25 tax base)			0.63	
25/26 % increase/decrease (based on 24/25 tax base)			7%	

RESERVES

EARMARKED RESERVES				
	24/25 Amount to be taken from Reserves	24/25 Amount to be Precepted For	24/25 Actual Draft Budget	Notes
EMR War Memorial	-	-	-	
EMR Specialist .gov email addresses/IT	-	-	1,500.00	= Balance at end of 2024/25
EMR Speed Sign	-	-	2,500.00	= Balance at end 2024/25
EMR Play Park	650.00	-	5,000.00	= Balance at end 2024/25 + 650 for tree report and work
EMR Elections	-	-	2,500.00	= Balance at end 2024/25
EMR Audit	-	-	200.00	= Balance at end 2024/25
EMR Allotment/Football Field/Pavilion	500.00	-	6,500.00	= Balance at end 2024/25 + 500
EMR Defibrillator	-	-	1,500.00	= Balance at end 2024/25
EMR Tennis Courts	500.00	-	5,500.00	= Balance at end 2024/25 + 500
EMR Contingency	-	-	4,000.00	= Balance at end 2024/25
EMR Noticeboards	492.66	-	3,000.00	= Balance at end 2024/25 + 492.66
EMR Filing Cabinets/Office Equipment	2,500.00	-	3,000.00	= New in 2024/25 + 2500
EMR Village Signs	15,000.00	-	15,000.00	= New in 2024/25 + 15000
Total Earmarked Reserves	19,642.66	-	50,200.00	

F10. The meeting closed at 6.20pm.

Signed _____ (Chairman)

Dated _____

Financial Report - November 2024

			£	£
Opening balance as at 13th September 2024				80,001.88
ADD receipts				
FPI	Smith YC	Room Hire		56.00
BGC	ELDC	2nd Instal Precept		10,141.47
FPI	Smith YC	Room Hire		56.00
				90,255.35
LESS payments				
1450	SLCC	Annual Membership	139.20	
1492	G&M1	Employer Costs September	627.55	
1493	HMRC	Employer Costs July	160.66	
1494	Mr. K. Towler	Village Maintenance August	433.33	
1495	LALC	Annual Training Scheme Subscription	120.00	
1496	Dave Skells Traffic Management Ltd	Amenity Grass	600.00	
1497	Manby FC	Football Pitch Grass Cutting x 4	80.00	
1498	British Gas Trading Ltd	Pavilion Electric	140.22	
1499	G&M1	Employer Costs October	627.75	
1500	HMRC	Employer Costs October	160.46	
1501	Mr. K. Towler	Village Maintenance August	433.33	
1502	LALC	Play Areas Training	87.00	
1503	Dave Skells Traffic Management Ltd	Amenity Grass	300.00	
1504	Manby FC	Football Pitch Grass Cutting x 4	80.00	
1505	Adrip Plumbing & Heating Ltd	Pavilion Boiler Service	120.00	
1506	Foxhall Construction Ltd	Installation of 3 bins	432.00	
1507	SCIS UK Ltd	New Laptop, Setup & Annual Security	1,214.54	
1508	G&M1	Employer Costs November incl. backpay	797.24	
1509	HMRC	Employer Costs November incl. backpay	199.40	
1510	Mr. K. Towler	Village Maintenance October	433.33	
1511	SLCC	Annual Subscription	144.00	
1512	MG Ubique Ltd	Cut Tennis Court Hedge	1,150.00	
			<u>8,480.01</u>	<u>81,775.34</u>
ADD Uncleared Cheques				
1450	SLCC	Annual Membership	139.20	
1494	Mr. K. Towler	Village Maintenance August	433.33	
1496	Dave Skells Traffic Management Ltd	Amenity Grass	600.00	
1497	Manby FC	Football Pitch Grass Cutting x 4	80.00	
1499	G&M1	Employer Costs October	627.75	
1500	HMRC	Employer Costs October	160.46	
1501	Mr. K. Towler	Village Maintenance August	433.33	
1502	LALC	Play Areas Training	87.00	
1503	Dave Skells Traffic Management Ltd	Amenity Grass	300.00	
1504	Manby FC	Football Pitch Grass Cutting x 4	80.00	
1505	Adrip Plumbing & Heating Ltd	Pavilion Boiler Service	120.00	
1506	Foxhall Construction Ltd	Installation of 3 bins	432.00	
1507	SCIS UK Ltd	New Laptop, Setup & Annual Security	1,214.54	
1508	G&M1	Employer Costs November incl. backpay	797.24	
1509	HMRC	Employer Costs November incl. backpay	199.40	
1510	Mr. K. Towler	Village Maintenance October	433.33	
1511	SLCC	Annual Subscription	144.00	
1512	MG Ubique Ltd	Cut Tennis Court Hedge	1,150.00	
Closing balance as at 7th October 2024			<u>7,431.58</u>	<u>89,206.92</u>

Cheque Schedule 112024

November 2024							
Cheque No.	Supplier / Payee	Details	Cheque Total	Invoice Total	VAT	Net	Ref
1508	G&M1	Employer Costs November incl backpay	797.24	797.24	-	797.24	
1509	HMRC	Employer Costs November incl backpay	199.40	199.40	-	199.40	
1510	Mr. K. Towler	Village Maintenance October	433.33	433.33	-	433.33	59
1511	SLCC	Annual Subscription	144.00	144.00	-	144.00	MEM251761-1
1512	MG Ubique Ltd	Cut Tennis Court Hedge	1,150.00	1,150.00	-	1,150.00	31/10/2024
TOTALS			2,723.97	2,723.97	-	2,723.97	

Grimoldby and Manby Parish Council
 Planning Schedule
 20th November 2024

Our Ref	Authority	Application No.	Type	Applicant	Proposal	Location	Comments	Deadline for Comments
6/24	ELDC	N/113/ 01620/24	Section 73 Application	Mr. D. Grantham	Application to vary condition no. 3 (approved plans), condition no. 4 (arboricultural method statement), condition no. 8 (tree protection) and to remove condition no. 5 (access) and condition no. 7 (internal access) as previously imposed on planning permission reference N/13/01568/19 for the outline erection of 3 no. dwellings.	Manby House, Carlton Road, LN11 8UF	For information, G&M PC commented on 01568/19 as follows: Our initial reaction is to object on the following grounds: Plot 1 - The drive off the drive, serving Plot 2 does not accommodate the 4m radii at its junction within the site. Plot 1 - This will need to have a turning facility within the site. Plot 2 - Besides the above, there needs to be a turning facility for a vehicle, within the site. Plot 3 - There does not appear to be sufficient turning facility in front of the Garage. We have studied the existing Tree Condition Survey by Barnes Associates (drawing BA9320/B), and it would appear that most of the trees that we understand have Preservation Orders on them, are likely to be retained, and are generally also within the Root Protection Zones. These will require approved barrier protections around them, with no excavations. ELDC will therefore need to satisfy themselves that these constraints are observed when considering drive and building positions, before any further Outline Permission be granted.	21/11/2024
7/24	ELDC	N/067/ 01631/24	Planning Permission	Mr. J. Howes	Erection of a dwelling and construction of a vehicular access, which is an amendment to plot 1 previously approved under planning permission ref. no. N/067/02357/20.	Land off Middlesykes Lane, Grimoldby	Grimoldby and Manby Parish Council discussed this application on 20th January 2021 and had no objection but were concerned about traffic as both dwellings would fall outside of the 30mph speed limit signs. If approved, the Parish Council would require them to be relocated as this proposal is currently not within the villages development plan. Further the Parish Council assumed that the two dwellings would have their storm water drainage connected into the main village dyke on the opposite side of Middlesykes Lane and it wondered if there was sufficient capacity for this.	21/11/2024
8/24	ELDC	N/113/ 01621/24	Section 73 Application	Mr. D. Grantham	Application to vary condition no. 1 (approved plans), condition no. 3 (arboricultural method statement) and condition no. 5 (access) as previously imposed on planning permission reference N/13/01855/22 for the reserved matters application relating to the erection of 3 no. dwellings.	Manby House, Carlton Road, LN11 8UF	For information, G&M PC commented on 01855/22 as follows: Grimoldby and Manby Parish Council would reiterate the comments it made with regard to original planning application N/13/01568/19 which were: Our initial reaction is to object on the following grounds: Plot 1 - The drive off the drive, serving Plot 2 does not accommodate the 4m radii at its junction within the site. Plot 1 - This will need to have a turning facility within the site. Plot 2 - Besides the above, there needs to be a turning facility for a vehicle, within the site. Plot 3 - There does not appear to be sufficient turning facility in front of the Garage. We have studied the existing Tree Condition Survey by Barnes Associates (drawing BA9320/B), and it would appear that most of the trees that we understand have Preservation Orders on them, are likely to be retained, and are generally also within the Root Protection Zones. These will require approved barrier protections around them, with no excavations. ELDC will therefore need to satisfy themselves that these constraints are observed when considering drive and building positions, before any further Outline Permission be granted.	02/12/2024

Grimoldby and Manby Parish Council

Investment Policy

This policy establishes formal objectives, practice and reporting arrangements for the effective management and control of the Council's financial management activities and associated risks

1) INTRODUCTION

Grimoldby and Manby Parish Council acknowledges its duty to carefully manage precept payers' money and the importance of investing any temporary surplus funds held on behalf of its community safely.

This Strategy complies with the revised requirements set out in the Department of Communities and Local Government Guidance on Local Government Investments and takes into account:

- a) Section 15 (1) (a) of the Local Government Act 2003
- b) Statutory Guidance on Local Government Investments (3rd Edition)
- c) Guidance within Governance and Accountability for Smaller Authorities Practitioner's Guide March 2024.

The Local Government Act 2003 states that a local authority may invest:

- a) For any purpose relevant to its functions under any enactment;
- b) For the purpose of prudent management of its financial affairs;

The Council defines its financial management activities as:

“the management of the Council's cash flows, its banking and money market transactions, the effective control of the risks associated with those activities, and the pursuit of best value performance consistent with those risks.”

2) INVESTMENT OBJECTIVES

The Council's investment priorities are:

- a) Security of its reserves (both general and earmarked) to ensure that money held is protected and in order to minimise loss;
- b) Adequate liquidity of its investments to ensure money is available when it is needed and not locked away for lengthy periods with or without financial penalty;
- c) Return on investment – the Council aims to obtain and achieve the best rates of interest on any investment whilst ensuring that the investment is low risk and easy to access

All investments will be made in pounds sterling (£).

The Department for Communities and Local Government maintains that the borrowing of money purely to invest or to lend and make a return is unlawful and the Council will not engage in such activity.

The Council will monitor the risk of loss on investments by review of credit ratings on a regular basis. The Council will only invest in institutions of high credit quality – based on information from credit rating agencies (e.g. Standard & Poor's, Moody's Investors Service Ltd; and Fitch Ratings Ltd).

Investments will be distributed over more than one provider or more than one portfolio (where appropriate) in order to minimise risk of financial loss.

3) SPECIFIED INVESTMENTS

Specified investments are those offering high security and high liquidity, made in sterling and with a maturity of no more than a year. Such short-term investments made with the UK Government or a Local Authority (as defined) or a Town/Parish Council will automatically be Specified Investments.

Grimoldby and Manby Parish Council

The Council for the sensible effective and prudent management of its treasury balances may use:

- a) Treasury Deposits with UK clearing banks
 - b) Local Authorities or other Public Authorities
 - c) Local Authority Investment Schemes – Local Authority Investment Trust (LAMIT)
- Other approved public sector investment funds (i.e. CCLA)

The choice of institution and length of deposit will be at the approval of the full Council.

The Council will aim to achieve the optimum return on its investments commensurate with the proper levels of security and liquidity.

4) NON-SPECIFIED INVESTMENTS

These investments have greater potential risk – examples include investment of funds in:

- a) The money market
- b) Stocks and shares

Given the unpredictability and uncertainty surrounding such investments, the Council will generally not use this type of investment.

Any such investment will be subject to specific consideration and approval by full Council.

5) LIQUIDITY OF INVESTMENTS

The Council in consultation with the Responsible Finance Officer will determine the maximum periods for which funds may prudently be committed so as not to compromise liquidity.

Investments will be regarded as commencing on the date the commitment to invest is entered rather than the date on which the funds are paid over to the counterparty.

6) LONG TERM INVESTMENTS

Long Term Investments are defined in Guidance as being greater than 36 months. Any investment greater than 36 months will be subject to specific consideration and approval by full Council.

7) INVESTMENT STRATEGY 2024 – 2025

In the year 2024/25, the Council will seek to invest in a low risk product to achieve its investment objectives.

The Council is mindful of the need to make the administration, monitoring and reporting of investments as simple as possible, especially when considering current low rates of return and administration costs associated with managing multiple accounts or creating new accounts.

The following have been identified using Moody's and Fitch Ratings* as being suitably secure in the following scenarios:

For day to day banking including current account a high degree of liquidity is required with suitable banking arrangements [easy] access for both deposit and withdrawal.

This condition has limited the practical choice to [local] "High Street" banks.

Grimoldby and Manby Parish Council has an ongoing long-term relationship with Lloyds Bank.

The Business Current Account will continue to be held at Lloyds Bank for actual year finances plus 20% of the annual budget for cash flow purposes. Funds to be managed so as to avoid the balance ever dropping below £66,000.

Grimoldby and Manby Parish Council

A Business Deposit Account will be investigated and funds therein will not exceed £85,000 (amount covered by the Financial Services Compensation Scheme).

The Council is aware that it will be required to incur expenditure going forwards on its assets (e.g., The Allotments, Football Field, Pavilion, Play Park and Tennis Courts). Therefore, liquidity of funds remains a higher priority than return on investment especially when the differential in rates of interest are very modest and limited.

For general investment of reserves and other funds an interest earning account that pays a competitive return is sufficient.

The Responsible Finance Officer shall have delegated authority to make all necessary transfers between the accounts from time to time to meet the annual investment strategy.

8) REGULAR AND END OF YEAR INVESTMENT REPORT

Investment forecasts will be accounted for when budgets are prepared. The Responsible Finance Officer will report on investment activity (as appropriate) to the Council within budget (income /expenditure) reports.

9) REVIEW AND AMENDMENT OF REGULATIONS

The Annual Investment Strategy must be reviewed annually and revised if considered necessary. The Council reserves the right to make variations to the Investment Strategy at any time subject to the approval of Council. All variations will be made available to the public.

Grimoldby and Manby Parish Council

Reserves Policy

INTRODUCTION

Grimoldby and Manby Parish Council (the Council) is required to maintain sufficient financial reserves to meet the needs of the organisation. By statute it should have regard, when setting its budget, for:

1. the financial reserves which the authority estimates it will be appropriate to raise in the year for meeting its estimated future expenditure; and
2. such financial reserves as are sufficient to meet so much of the amount estimated by the authority to be a revenue account deficit for any earlier financial year as has not already been provided for.

The Joint Panel on Accountability and Governance (JPAG) Practitioners' Guide specifies that:

“The authority needs to have regard to the need to put in place a General Reserves Policy and have reviewed the level and purpose of all Earmarked Reserves”

There are two types of reserves:

General Reserves

The general reserve of an authority comprises its cash flow and contingency funds to cover unexpected inflation, unforeseen events and unusual circumstances. The generally accepted recommendation with regard to the appropriate minimum level of a smaller authority's general reserve is that this should be maintained at between three and twelve months of net revenue expenditure. The reason for the wide range is to cater for the large variation in activity level between individual authorities. The smaller the authority, the closer the figure may be to 12 months expenditure, the larger the authority, the nearer to 3 months. In practice, any authority with income and expenditure in excess of £200,000 should plan towards 3 months equivalent general reserve. In all of this it is important that each authority adopt, as a general reserve policy, the level appropriate to their size, situation, risks and plan their budget so as to ensure that the adopted level is maintained. Consideration of the minimum level of reserves requires not only consideration of the level of income and expenditure but also the risks to that income. Authorities with significant self-generated income (other than the precept or levy) should take into account situations that may lead to a loss in revenue as well as increased costs and adapt their general reserve accordingly.

Earmarked Reserves

Those reserves that are set aside for a specific purpose or to counter a specific known risk. Saving for a specific project could be managed through an earmarked reserve. None of the above in any way affects the level of earmarked and/or capital receipts reserves that an authority may or should hold. There is, in practice, no upper or lower limit to EMR/CRRs save only that they must be held for genuine and identifiable purposes and projects, and their level should be subject to regular review and justification (at least annually and at budget setting), and should be separately identified and enumerated. Significant levels of EMRs, in particular, may give rise to enquiries from internal and/or external auditors.

POLICY STATEMENT

The Council will not allow its general reserve to fall below the minimum requirement of 3 months running costs plus 10%, calculated using the annual precept figure or the previous year's net running costs (whichever is the highest).

In 2023/24 net running costs totalled £19,355.36. The precept in 2024/25 was £20,282.94.

It follows that one month's average running costs based on the precept total £1,690.25. 3 months average running costs total £5,070.74. 10% of which equals £507.07.

Therefore, in 2024/25 the Council will ensure that the level of its general reserve remains above £5,577.81.

Checks will be undertaken by the Town Clerk who will report to the Governance and Finance Committee if this figure is not met.

GRIMOLDBY AND MANBY PARISH COUNCIL
EARMARKED RESERVE REVIEW 2024

INTRODUCTION

The Council has a legal responsibility to ensure that the finances of the Council are properly governed. This report accompanies the draft budget for 2025/26 and should assist the Finance Committee/Council to review the level and purpose of its earmarked reserves.

The following should be read in conjunction with the draft budget for 2025/26. It provides background on each EMR budget head.

General Reserves

The general reserve of an authority comprises its cash flow and contingency funds to cover unexpected inflation, unforeseen events and unusual circumstances. The generally accepted recommendation with regard to the appropriate minimum level of a smaller authority's general reserve is that this should be maintained at between three and twelve months of net revenue expenditure. The reason for the wide range is to cater for the large variation in activity level between individual authorities. The smaller the authority, the closer the figure may be to 12 months expenditure, the larger the authority, the nearer to 3 months. In practice, any authority with income and expenditure in excess of £200,000 should plan towards 3 months equivalent general reserve. In all of this it is important that each authority adopt, as a general reserve policy, the level appropriate to their size, situation, risks and plan their budget so as to ensure that the adopted level is maintained. Consideration of the minimum level of reserves requires not only consideration of the level of income and expenditure but also the risks to that income. Authorities with significant self-generated income (other than the precept or levy) should take into account situations that may lead to a loss in revenue as well as increased costs and adapt their general reserve accordingly.

The Council is to consider agreeing that it will not allow its general reserve to fall below the minimum requirement of 3 months running costs plus 10%, calculated using the annual precept figure or the previous year's net running costs (whichever is the highest).

In 2023/24 net running costs totalled £19,355.36. The precept in 2024/25 was £20,282.94.

It follows that one month's average running costs based on the precept total £1,690.25. 3 months average running costs total £5,070.74. 10% of which equals £507.07.

Therefore, in 2024/25 the Council will ensure that the level of its general reserve remains above £5,577.81.

At 30th September 2024 the General Reserve stood at £57,601.05. £15,715.69 of which is expected to be spent on day to day expenditure in the six months to 31st March 2024. This would leave the general reserve at £41,885.36. If 50% of this were needed to cover the Council's running costs for 12 months, should an eventuality arise whereby the District Council is unable to pay over the precept, this would leave a surplus of £20,942.68.

Earmarked Reserves

These are those reserves that are set aside for a specific purpose or to counter a specific known risk. Saving for a specific project could be managed through an earmarked reserve. None of the above in any way affects the level of earmarked and/or capital receipts reserves that an authority may or should hold. There is, in practice, no upper or lower limit to EMR/CRRs save only that they must be held for genuine and identifiable purposes and projects, and their level should be subject to regular review and justification (at least annually and at budget setting), and should be separately identified and enumerated. Significant levels of EMRs, in particular, may give rise to enquiries from internal and/or external auditors.

G&M PC's EARMARKED RESERVES

At 30th September 2024 the Council's earmarked reserves stood at £30,557.34. In 2025/26 it is proposed to increase this to £50,200.00 by ringfencing further funds from the General Reserve in the sum of £19,642.66.

It is proposed in the 2025/26 budget to vary these reserves slightly but that no addition to an earmarked reserve will be precepted for. Instead, these funds will be transferred from the General Reserve.

REVIEW

EMR War Memorial: It is proposed to leave this EMR at zero as work to refurbish the memorial which stands in Grimoldby Church Yard has been undertaken in the last few years and it is not recommended as best practice to undertake such work unless the War Memorial is in dire need.

EMR Specialist .gov email addresses/IT: While the Council feels currently that specialist .gov email addresses are not a necessity it must ensure that it has funds to purchase new or replacement IT/Software as needed. Therefore, it is proposed to leave this as is and let the balance at year end roll over.

EMR Speed Sign: This is a sinking fund to pay for a new speed sign should one be required either to replace the existing or as a second asset. It is proposed to leave the balance of this as is in 2025/26 and let the balance at year end roll over.

EMR Play Park: This is a sinking fund predominantly to finance replacement of equipment but which could be used for any works required to the playpark. It is proposed to add £650 to the balance of this at year end from the General Reserve.

EMR Elections: This is a sinking fund to finance elections which might be called in year. Following the elections in 2023 when both wards required an election and when the cost for such was quite low, it is proposed to leave this as is and let the balance at year end roll over.

EMR Audit: This is a 'pot' of ringfenced funds to pay for extra audit costs, should they be incurred. It is proposed to leave this as is and let the balance at year end roll over.

EMR Allotment/Football Field/Pavilion: This is a sinking fund to finance any works required to the allotments/football field/pavilion. In 2025/26 it is proposed to let the balance at year end roll over and add £500 from reserves.

EMR Defibrillator: This is a sinking fund to pay for a new defibrillator, should one be required, either to replace that located at the Village Hall or otherwise. In 2025/26 it is proposed to let the balance at year end roll over.

EMR Tennis Courts: This is a sinking fund predominantly to help finance replacement of the tarmac, fence or net but which could be used for any works required to the tennis courts. It is proposed to let the balance at year end roll over and add £500 from reserves.

EMR Contingency: This is a sinking fund which could be used to finance any eventuality such as unforeseen legal advice which might be required. It is proposed to leave this as is and let the balance at year end roll over.

EMR Noticeboards: This is a sinking fund for the replacement of noticeboards in the villages of which there are 5, located on the bus shelter on Tinkle Street, at the old Post Office on Tinkle Street, at the Village Hall, at the Post Office and on the bus shelter at Bulldog Crescent. However, it should be noted that the main Parish noticeboards have been replaced in recent years. It is proposed to let the balance at year end roll over and add £492.66 from general reserve to bring the balance to an even £3,000. The Council might then look to

replace the other 3 existing notice boards with an alternative. Perhaps one that does not lock so that parishioners may also display their posters.

EMR Filing Cabinets/Office Equipment: This is a sinking fund for the purchase/installation of new storage facilities/a secure storage facility/installation of security measures at the Pavilion in order to ensure that the Council meets its obligations towards the data it keeps. It could also be used to purchase other office equipment, if needed. It is proposed to allow the balance at year end to roll over and add £2,500 from the general reserve.

EMR Village Signs: This is a new EMR in 2025/26 whose purpose is to finance the repair/replacement of the Jet Provost Village Sign and help to fund the installation of decorative village signs at the 3 main entrances to the villages. It is proposed to add £15,000 from general reserve.

CONCLUSION

It is forecast that the Council can expect to receive £6,596.00 in income in 2025/26. It is also forecast that the Council's day to day running plus money to be set aside in EMR's will total in the region of £30,180.

Of this, £30,180, £1,950 will come from the General Reserve and £28,230 will be precepted for. However, when expected income is taken into account this brings the figure to be precepted for down to £21,634 which is an increase on 2024/25 of £1,351.06.

A precept of £21,634 will cost a band d property (based on the 24/25 tax base as current figures are not yet available) £32.92. This is a 7% increase on 24/25 of £2.05. Cost to a band d property per month would be £2.74 and weekly £0.63. However, it is hoped that when current tax base figures are issued, these will reduce the increase a little.

Draft Budget 2025/26									
	2022/23 Actual Spend	2023/24 Actual Spend	24/25 Actual Spend to end Month 6	24/25 Total Projected Spend	Budget 2024/25 + CF's / Gen Res Top Ups	25/26 Amount to be taken from Reserves	25/26 Amount to be Precepted For	25/26 Actual Draft Budget	Notes
	£	£	£	£	£	£	£	£	
INCOME									
Precept	24,802.83	22,541.87	20,282.94	20,282.94	20,282.94	-	-	-	
VAT	-	2,161.35	-	-	-	-	-	1,000.00	1/4/24 to 31/3/25
Bank Interest	-	-	-	-	-	-	-	1,000.00	
Grasscutting cont's from LCC	2,088.05	1,157.06	-	-	1,157.06	-	-	2,536.00	Based on 24/25 figure 2510.65 + 1%
HMRC	264.20	-	-	-	-	-	-	-	
Grants	2,000.00	-	-	-	-	-	-	1,000.00	From TK @ ELDC to go towards new village signs
Allotment rent	250.00	225.00	255.00	255.00	250.00	-	-	250.00	£25 pa x 10
Pavilion Rent	581.00	546.00	175.00	350.00	600.00	-	-	560.00	£7 ph x 2 x 40 weeks
Football Club rent	-	250.00	-	250.00	250.00	-	-	250.00	As previously discussed
Clr. T. Knowles	30.00	-	-	-	-	-	-	-	
Total	5,213.25	4,339.41	430.00	855.00	2,257.06			6,596.00	
EXPENDITURE									
Day to Day Running									
Salary	5,146.09	6,697.11	3,765.90	10,057.00	6,750.00	600.00	11,000.00	11,600.00	Allows for increase in hours or overtime and/or uplift
PAYE/NIC	1,483.56	1,731.76	963.36	2,000.00	2,000.00	-	2,400.00	2,400.00	Allows for above and possible inclusion in pension scheme
Rent (Mtg)	285.00	95.00	-	-	100.00	-	100.00	100.00	Allows for 2 public mtgs at £50 each
Play Park/Tennis Courts	1,288.25	1,679.83	205.00	1,500.00	1,500.00	-	1,500.00	1,500.00	Allows for maintenance, inspection, repairs and replacements
Tennis Courts	400.00	340.00	-	-	-	-	-	-	
Grasscutting/maintenance of right of way footpaths	981.00	480.00	-	-	-	-	-	-	
Seats	85.00	120.00	-	-	-	-	-	-	
Bus Shelters	10.00	20.00	-	-	-	-	-	-	
Subscriptions	617.21	766.89	508.44	800.00	800.00	-	600.00	600.00	LALC, NALC, SLCC, Allotment Soc.,
Grants	-	600.00	200.00	600.00	600.00	-	600.00	600.00	Allows for 3 grants of £200 each
Publications and Training	-	41.40	100.00	300.00	300.00	-	300.00	300.00	
Insurance	1,086.83	1,208.92	1,267.95	1,267.95	1,300.00	-	1,500.00	1,500.00	Allows for possible increase due to tax and addition of assets
Audit	240.00	250.00	40.00	250.00	250.00	-	250.00	250.00	23/24 £40 internal audit, £210 external
Wreaths	-	-	-	40.00	40.00	-	40.00	40.00	Remembrance wreaths x 2
Speed Sign	-	-	-	-	-	-	-	-	
Shrub/hedge/noticeboard etc Maintenance in G&M	-	116.00	-	-	-	-	-	-	
Defibrillator	-	-	-	-	50.00	50.00	-	50.00	
Elections	-	97.00	-	-	-	-	-	-	
Allotments/Football Field/Pavilion	1,593.30	784.65	1,222.23	2,500.00	2,500.00	1,000.00	2,500.00	3,500.00	Grasscutting, power, maintenance etc.
Amenity Grasscutting	840.00	573.3	500.00	1,200.00	1,200.00	300.00	1,200.00	1,500.00	Allows for approx. 12 cuts with a cylinder mower and follow up strimming (weather permitting)
General Reserve	30.00	525	996.85	996.85	-	-	-	-	
Platinum Jubilee	1,755.44	300	-	-	-	-	-	-	
VAT	998.47	628.5	559.73	-	-	-	-	-	
Village Maintenance	-	-	2,166.65	5,200.00	5,200.00	-	6,240.00	6,240.00	
Admin Equipment/IT	-	-	-	1,500.00	1,500.00	-	-	-	
Total Day to Day Running	16,840.15	17055.36	12,496.11	28,211.80	24,090.00	1,950.00	28,230.00	30,180.00	

Expenditure Total								80,380.00	
Of which to come from General Reserve								21,592.66	
Of which precepted for								28,230.00	
Income Total								6,596.00	
Precept (expenditure minus income)								21,634.00	
24/25 Cost per band d property (based on 24/25 tax base)								30.87	
25/26 Cost per band d property (based on 24/25 tax base)								32.92	
25/26 Change in band d (based on 24/25 tax base)								2.05	
25/26 Monthly cost per band d property (based on 24/25 tax base)								2.74	
25/26 weekly cost per band d property (based on 24/25 tax base)								0.63	
25/26 % increase/decrease (based on 24/25 tax base)								7%	

657

RESERVES

EARMARKED RESERVES									
	2022/23 Actual Spend	23/24 Actual Spend	24/25 Actual Spend to end Month 6	24/25 Total Projected Spend	Budget 2024/25 + CF's / Gen Res Top Ups	24/25 Amount to be taken from Reserves	24/25 Amount to be Precepted For	24/25 Actual Draft Budget	Notes
EMR War Memorial	-	-	-	-	-	-	-	-	
EMR Specialist .gov email addresses/IT	-	-	-	-	1,500.00	-	-	1,500.00	= Balance at end of 2024/25
EMR Speed Sign	-	-	-	-	2,500.00	-	-	2,500.00	= Balance at end 2024/25
EMR Play Park	-	1,150.00	-	-	4,350.00	650.00	-	5,000.00	= Balance at end 2024/25 + 650 for tree report and work
EMR Elections	-	-	-	-	2,500.00	-	-	2,500.00	= Balance at end 2024/25
EMR Audit	-	-	-	-	200.00	-	-	200.00	= Balance at end 2024/25
EMR Allotment/Football Field/Pavilion	-	-	-	-	6,000.00	500.00	-	6,500.00	= Balance at end 2024/25 + 500
EMR Defibrillator	-	-	-	-	1,500.00	-	-	1,500.00	= Balance at end 2024/25
EMR Tennis Courts	-	-	-	-	5,000.00	500.00	-	5,500.00	= Balance at end 2024/25 + 500
EMR Contingency	-	1,150.00	-	-	4,000.00	-	-	4,000.00	= Balance at end 2024/25
EMR Noticeboards	-	-	-	-	2,507.34	492.66	-	3,000.00	= Balance at end 2024/25 + 492.66
EMR Filing Cabinets/Office Equipment	-	-	-	-	500.00	2,500.00	-	3,000.00	= New in 2024/25 + 2500
EMR Village Signs	-	-	-	-	-	15,000.00	-	15,000.00	= New in 2024/25 + 15000
Total Earmarked Reserves		2,300.00			30,557.34	19,642.66		50,200.00	

Grimoldby and Manby Parish Council

SEXUAL AND GENERAL HARASSMENT POLICY

POLICY

1. Grimoldby and Manby Parish Council recognises that harassment and victimisation is unlawful under the Equality Act 2010. As such, harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable and will not be tolerated.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. For the purposes of this policy, it also includes bullying.
3. Bullying is understood to be targeted and persistent offensive, intimidating, malicious or insulting behaviour and can include the abuse or misuse of power to undermine, humiliate, denigrate or injure the recipient.
4. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
5. Grimoldby and Manby Parish Council recognises that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.
6. Grimoldby and Manby Parish Council deplores all forms of personal harassment and seeks to ensure that the working environment is sympathetic to all its employees. The aim of this policy is to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
7. This policy covers all areas of the Council. This includes overseas sites, subject to any applicable local laws which impose any additional requirements on the Council.
8. Grimoldby and Manby Parish Council recognises that it has a duty to implement this policy and all employees are expected to comply with it. The Council will also endeavour to review this policy at regular intervals in order to monitor its effectiveness.

Examples of personal harassment

9. Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:
 - insensitive jokes and pranks
 - lewd or abusive comments
 - deliberate exclusion from conversations
 - displaying abusive or offensive writing or material
 - abusive, threatening or insulting words or behaviour
 - name-calling
 - picking on someone or setting them up to fail
 - exclusion or victimisation
 - undermining their contribution/position
 - demanding a greater work output than is reasonably feasible
 - blocking promotion or other development/advancement.

Grimoldby and Manby Parish Council

SEXUAL AND GENERAL HARASSMENT POLICY

10. These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

Examples of sexual harassment

11. Sexual harassment can take place in many forms within the workplace and can go undetected for a period of time where employees do not understand that particular behaviour is classed as sexual harassment. Sexual harassment is unwanted behaviour related to sex, or of a sexual nature, by one employee towards another and examples of sexual harassment include:
- lewd or abusive comments of a sexual nature such as regarding an individual's appearance or body
 - unwelcome touching of a sexual nature
 - displaying sexually suggestive or sexually offensive writing or material
 - asking questions of a sexual nature
 - sexual propositions or advances, whether made in writing or verbally.
12. Sexual harassment can also take place where an employee is treated less favourably because they have rejected, or submitted to, the unwanted conduct that is related to sex or is of a sexual nature. Whether less favourable treatment occurs as a result will be examined broadly and includes areas such as blocking promotion and refusal of training opportunities or other development opportunities.

Examples of victimisation

13. Victimisation takes place when an employee is treated unfavourably as a direct result of raising a genuine complaint of discrimination or harassment. Furthermore, any employee who supports or assists another employee to raise a complaint is also subjected to victimisation if they are treated unfavourably.

Third party harassment

14. The Council operates a zero-tolerance policy in relation to harassment perpetrated against one of its employees by a third party such as a volunteer, client, customer, contractor, member of the public or visitor to the Council. All employees are encouraged to report any and all instances of harassment that involve a third party in line with our reporting procedure, as outlined below.
15. If we find that the allegation is well-founded, we will take the steps we deem necessary in order to remedy this complaint. This can include, but is not limited to:
- warning the individual about the inappropriate nature of their behaviour
 - banning the individual from Council premises
 - reporting the individual's actions to the police.

In addition to this, the Council will endeavour to take all reasonable steps to deter and prevent any form of harassment from third parties taking place.

16. **Responsibilities**

Employee responsibilities

- 16.1. The Council requires its employees to behave appropriately and professionally at all times during the working day, and this may extend to events outside of working hours which are classed as work-related such as social events. Employees should not engage in discriminatory, harassing or aggressive behaviour towards any other person at any time.

Grimoldby and Manby Parish Council

SEXUAL AND GENERAL HARASSMENT POLICY

16.2. Any form of harassment or victimisation may lead to disciplinary action up to and including dismissal if it is committed:

- in a work situation
- during any situation related to work, such as a social event
- against a colleague or other person connected to the employer outside of a work situation, including on social media
- against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

16.3. A breach of this policy will be treated as a disciplinary matter.

17. Council responsibilities

17.1. The Council will be responsible for ensuring all members of staff, including officers and those within management positions, understand the rules and policies relating to the prevention of harassing and bullying behaviour at work and during work-related social events. We will promote a professional and positive workplace whereby managers are alert and proactively identify areas of risk and incidents of harassment, sexual harassment and bullying.

17.2. The Council will also take into account aggravating factors, such as abuse of power over a more junior colleague, when deciding what disciplinary action to take.

17.3. Where an incident is witnessed, or a complaint is made under this policy, the Council will take prompt action to deal with this matter. All incidents will be deemed serious and dealt with in a sensitive and confidential manner.

Complaining about harassment and/or bullying

18. Informal method

18.1. The Council recognises that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

18.2. If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

19. Formal method

19.1. Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Town Clerk as a formal written grievance and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- the name of the alleged harasser
- the nature of the alleged harassment

Grimoldby and Manby Parish Council

SEXUAL AND GENERAL HARASSMENT POLICY

- the dates and times when the alleged harassment occurred
 - the names of any witnesses
 - any action already taken by you to stop the alleged harassment.
- 19.2. Where it is not possible to make the formal complaint to the above named person, for example where they are the alleged harasser, we would encourage you to raise your complaint to the Chairman of the Personnel Committee.
- 19.3. On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved. Only one investigation need take place into both the Employee's complaint and any subsequent Disciplinary action. In the event of a potential criminal matter it will be referred to the Police. If this matter concerns the behaviour of a councillor it will be referred to the Monitoring Officer.
- 19.4. On conclusion of the investigation, which will normally be within 10 days of the meeting with you, a report of the findings will be submitted to the Personnel Committee who will hold the grievance meeting.
- 19.5. You will be invited to attend a meeting of a Grievance Panel which will consist of 3 members of the Personnel Committee, at a reasonable time and location, to discuss the matter once the committee hearing the grievance has had the opportunity to read the report. You have the right to be accompanied at such a meeting by a colleague or a union representative and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.
- 19.6. You will be able to put your case forward at the meeting and the manager will explain the outcome of the investigation. You have a right to appeal the outcome, which is to be made to the Town Clerk within 5 days of receiving the outcome. This will be presided over by the Mayor/Deputy Mayor.
- 19.7. If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure up to and including dismissal.
- 19.8. The Council is committed to ensuring employees are not discouraged from using this procedure and no employee will be victimised for having brought a complaint.
- 19.9. Employees will be given paid time off to obtain help with any resulting physical or mental health problems.

Lynda Phillips

From: James, Rebecca <Rebecca.James@e-lindsey.gov.uk>
Sent: 12 November 2024 12:53
Subject: A LETTER TO ALL TOWN AND PARISH COUNCILS / MEETINGS IN EAST LINDSEY
Attachments: TOWN AND PARISH COUNCIL SURVEY.docx

Good Afternoon,

My name is Rebecca James and I run the Scrutiny Panels here at East Lindsey District Council. We currently have a scrutiny panel looking to undertake a “Review of support for Towns and Parishes across East Lindsey”.

With that in mind, the panel, made up of 7 district councillors, have asked me to contact all Towns and Parishes across East Lindsey and ask their Council / Meeting to answer a few questions. This will not only help the District Councillors in their work, but it will also help them understand what the needs and concerns of the towns and parishes across the district are.

The questions are for everyone involved in running the town and parish council meetings, councillors, and clerks. You may wish to either add the questions to your next meeting agenda to answer collectively, or alternatively forward on to all town and parish councillors so they can answer individually.

Please find attached the survey with 6 short questions. We would like the answers back by **Monday 6th January 2025** please, to enable us to review them and discover common themes / areas of concern etc.

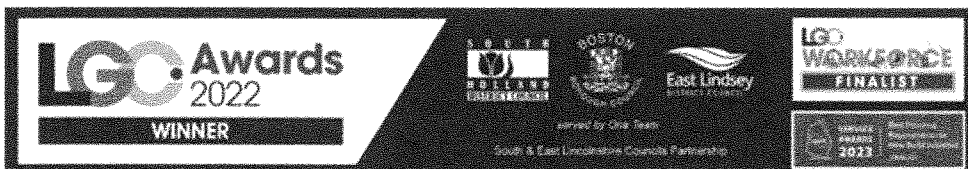
Thank you very much in advance. If you have any further questions, please do not hesitate to contact me.

Kind Regards,

Rebecca

Rebecca James
Scrutiny & Policy Officer | South & East Lincolnshire Councils Partnership

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The Council issues a regular newsletter by email to residents. It's free and keeps you informed on the Council work and that of its partners. If you'd like to subscribe to receive this please sign up at www.e-lindsey.gov.uk/messenger

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TOWN AND PARISH COUNCIL SURVEY

1	Do you feel your Town or Parish Council has all the tools it needs to run properly and be successful?
2	Do you undertake any training for the role? If so, what was the best training you undertook and what other training would help support you in carrying out your role?
3	How supported do you feel generally as a parish / town council to fulfil your role?
4	Do you believe you get sufficient support from East Lindsey District Council to support you in being successful? What else can ELDC do to help you succeed in your roles?
5	What is your Town/Parish most affected by (most complaints or concerns)? Do you feel you have sufficient knowledge in the matter to help resolve these concerns?
6	Do you have any further comments / issues you would like to raise?

Account Signatory application for Online For Business



Please complete this form.

Applicant to check

Applicant to complete

1. Business and applicant's details

These are the details you've entered.

Name of business:
Grimoldby & Manby Parish Council

Business sort code:
309522

Business account number:
00071604

Applicant's last name:
Phillips

Applicant's first name:
Lynda

2. Reference number

Please quote your reference number if you contact us with questions about your application.

Application reference number:
793034860

The Internet Banking Helpdesk number is 0345 300 0116.
If you're calling from outside the UK or prefer not to use our 0345 number, call +44 (0) 207 649 9437.

3. Online payment control: authorising online payments

Online payment control is a **free service** providing you control over payments authorised by your **business/organisation**.

How many Users does the **business/organisation** want to authorise each online payment?

I/we only need **one** person to authorise each payment

I/we need **two** people to authorise each payment

I/we need **three** people to authorise each payment

Important – if you've selected the option to have 'two or three people to sign' then you must make sure the Business has this number of people registered for Internet Banking on this account.

Please visit www.lloydsbankbusiness.com/register to register more users.

To find out more about your online payment options go to www.lloydsbank.com/businessopc

4. Your authorisation

I/we have read and understood the terms and conditions which have been provided and can also be found at www.lloydsbank.com/business/product-terms-and-conditions for Online for Business featuring Bulk Payments and Payment Control Services.

I/we understand that the above User will have online access to all the business/organisation's accounts opened now or in the future and that any signing instruction set up on the account mandate will not apply to this online service.

This means, for example, any one User who is a Full Power Signatory and is appointed as a Full Access User can, without the authority of any other User, request and authorise non-payment service tasks and apply for or amend any products or services made available online (including but not limited to savings accounts, overdrafts, loans and/or credit/change cards).

Please ensure this form is signed by the correct number of signatories in accordance with the bank account mandate.

If you are in a multi-party signatory account ensure the form is signed in accordance with your bank account mandate.

Name:	Name:
Full Signature:	Full Signature:
Date:	Date:
Name:	Name:
Full Signature:	Full Signature:
Date:	Date:

5. Next steps

Please return the completed form to:

Lloyds Bank, Internet Banking Admin Team, Andover SP10 1RE

Subject to the relevant checks, we'll send the applicant a welcome letter letting them know when their access has been set up.

Lloyds Bank plc. Registered office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, no. 2065.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Commercial Banking

Terms and Conditions

Online for Business - Internet Banking, Bulk Payments and Payment Control Services



This agreement ("AGREEMENT") applies to your use of Online for Business featuring Internet Banking, Bulk Payments Services and Payment Control Services.

The Agreement applies in addition to any terms and conditions for the accounts and services you access through this Service. If there is any conflict, the provisions of this Agreement will apply.

1. Meaning of terms Meanings of words we use

1. Account	any of your business bank accounts with us which may be accessed, viewed or operated through the Service
Business Day	Mondays to Fridays other than public and bank holidays in England and Wales (Internet Banking services are generally available 24 hours a day but most payments can only be made between 9am and 5pm)
Bulk Payment	a batch of simultaneous payments which will be shown on your Account(s) as one debit payment
Bulk Payment Limit	the maximum amount which may be paid in total as one or more Bulk Payments from your Account(s) over any period of two consecutive Business Days. We will tell you your limit when we approve an application to make Bulk Payments
Charges Brochure	any brochure or leaflet we provide or make available to you setting out the charges that apply to your Account. This includes UK and international charges (where applicable)
Charity	a body set up for charitable purposes only (or in Scotland, entered in the Scottish Charity Register) with an annual income of less than £1 million
Cheque Imaging	A facility within the Service which allows any Full Access User or Delegate User to deposit a cheque into an Account through the Lloyds App by submitting images of the cheque taken using the camera on your Mobile Device
Faster Payments Service	the payments service which allows faster electronic payments to be made between accounts in the UK with sort codes capable of receiving faster payments held with banks and building societies which are members of, or participants in, the service
Future Dated Payment	an instruction by you to us using the Service, to make a payment on a specific date in the future
Individual Payment Limit	the maximum amount we agree that an individual user can pay out from your Account(s) at any one time as part of any Transaction
Daily Payment Limit	the maximum amount that can be paid out from your Account in a day by all Users by accumulating all individual payments for all Transactions undertaken on that day
Lloyds App	The Lloyds Bank mobile banking app provided by us for use on a Mobile Device that enables you to use the Service.
Micro-enterprise	any enterprise, or group of enterprises of which it forms part, which at the time you enter into this Agreement, employs fewer than 10 persons and has an annual turnover and/or balance sheet total of less than EUR2 million (or its equivalent)
Mobile Device	A mobile device on which you access and use the Lloyds App to access and use the Service
Password Information	details or security procedures you must follow or use to give an instruction, confirm your identity or access a device – for example a password, security code (or PIN), memorable information or biometric data such as a fingerprint
Payment Control Service	a facility we offer that can be requested using the Service. This will apply to your Account(s) and allows an individual User to make a payment up to a specified limit or requires a payment instruction to be created by one User, then authorised by another User(s) of the Account before that payment instruction can be processed by the Bank
Service	an online system that allows Users to carry out activities such as: <ul style="list-style-type: none"> • access information about your Account(s); • make applications for, and amendments to, certain types of products and services that may be available from time to time to you; • (depending on the type of your Account) give us electronic instructions to make Transactions (including Bulk Payments) from such accounts. Electronic instructions can be given by computer, digital television, mobile device, WAP phone or any electronic device linked to our system including where we provide you with software and by any other means that we may make available for this purpose; and use Cheque Imaging to deposit a cheque.
Security Device	the equipment you/the Users must use so that we can identify you/the Users before permitting access to the Service for any of the Business's or third party accounts which you/the Users are authorised to access
SEPA	the Single Euro Payments Area and a "SEPA country" means any of the countries or territories listed from time to time on the European Payment Council's website as being part of SEPA
Strong Authentication	verification of a User's identity using two factors based on possession, knowledge or something that is unique to you, like a fingerprint.
Third Party Provider	an online service provider authorised by law and acting at your request to access your account information or make payments for you from certain payment accounts
Transaction	any transfer of funds between your Account(s) and another account
User	the individuals named on any application form for this Service which you have completed
User Guide	the guidelines we provide or make available to you about the Service and how you use it
Text Alerts	a service which delivers updates about your Account(s) to a User's mobile telephone as text messages
you/your/Business	the business in whose name the Account is maintained by us
we/us/our/Bank	the Lloyds Banking Group company providing the Account you access using this Service, being one of the following: <ul style="list-style-type: none"> • Lloyds Bank plc, registered in England and Wales No. 2065, 25 Gresham Street, London EC2V 7HN. Telephone: 020 7626 1500; or • Lloyds Bank International is the registered business name of Lloyds Bank Corporate Markets plc in Jersey and the Isle of Man. Lloyds Bank Corporate Markets plc. Registered Office and principal place of business: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 10399850.

1.1 We will use all reasonable efforts to provide the Service in accordance with this Agreement. You must also follow these terms and conditions.

1.2 What you can use the Service for depends on the type of Account(s) you have opened with us and the type of instructions and Transactions you can make on that Account. Please ask us if you are not sure.

1.3 Details of how to use the Service are set out on screen when you use it. Users should also refer to any terms, conditions or notices we make available to them when they use the Service.

1.4 To access the Service, Users must have access to the internet (your network operator may charge you for using the internet). You don't have to pay us to use the Service but you may have to pay for Transactions and other products and services you can use or apply for through the Service. These are set out in our Charges Brochures and are accessible online using the Service.

1.5 You must ensure that any equipment used to access the Service meets certain minimum requirements as set out on our website. If you are having difficulty accessing the Service from your equipment please contact the Internet Banking Helpdesk on 0345 3000 116.

1.6 If you use a card reader to access the Service, you can order a replacement or additional card reader by following the instructions on screen when using the Service. We may charge for this but we will tell you what this is when you make a request.

1.7 Not all of the features and/or functionality of the Service will be available or accessible:

- to all customers; or
- on certain devices, software or applications.

1.8 If you don't log on to the Internet Banking Service for at least 14 months, we may remove your details from our database and you will be required to re-register for Internet Banking. You can re-register at: <https://www.lloydsbank.com/business/banking-online/register-for-online-for-business.html>

2. Business customers of Lloyds Bank Corporate Markets plc

2.1 If any of your Account(s) are provided by Lloyds Bank Corporate Markets plc, your agreement is with Lloyds Bank Corporate Markets plc and Lloyds Bank plc in the United Kingdom will provide and manage the Service.

2.2 All instructions and communications from Users must be given to Lloyds Bank plc.

2.3 You agree to Lloyds Bank Corporate Markets plc sharing information with Lloyds Bank plc which relates to you and your Account(s) and is necessary for the supply of the Service to the Business.

2.4 In any case where you have given Lloyds Bank Corporate Markets plc personal information about individuals (including Users) you represent and confirm that you have informed those individuals about how their personal information will be used by Lloyds companies including that their personal information will be transferred abroad. Additionally such individuals have agreed that you may act as their representative to receive any data protection notices on their behalf.

3. Appointing Users

3.1 When you appoint a new User:

- who is a full power account signatory they will be appointed as a "Full Access User"; and
- who is not a full power account signatory they will be appointed (at your choice) as either: a. a Delegate User; or b. a View Only User.

3.2 Unless you indicate otherwise on the application or a subsequent mandate variation form, the User:

- may use the Service in relation to all existing and future Accounts held by you and the Bank is authorised to carry out instructions from a User; and
- will, subject to confirmation by the authorised signatory, become a signatory to any Payment Control Service that applies on your Account(s).

3.3 When you ask to appoint a User, we will carry out checks on that individual using Credit Reference Agencies. If they do not satisfy these checks, we may refuse to appoint an individual as a User.

3.4 Provided that we can identify the User via their use of their Password Information and/or Security Device we will act on the User's instructions without seeking further confirmation from you. You may change any User's level of access or the number of Account(s) which they may access via this Service by completing a change request form.

3.5 When you authorise a User for this Service, you authorise them to use the Service and give instructions as explained under "What can a User do" below, subject to any Payment Control you set up. This means that any other signing restrictions or instructions in your mandate will not apply to the Service if they are inconsistent with this.

3.6 You can cancel a User's authority to use the Service by completing a mandate variation form or by calling the Internet Banking Helpdesk on 0345 3000 116.

4. What can a User do?

The following row of the table sets out examples of what a Full Access User can do on their own when using the Service.

Full Access User	<ul style="list-style-type: none">• apply for Bulk Payments and request an increase of the Bulk Payment Limit;• apply for, amend or cancel a Payment Control Service (see clause 5 for further details);• apply for (or make changes to) any products or services we provide to you from time to time such as savings accounts, overdrafts or lending products (these products and services will be subject to separate terms and conditions); and• carry out any of the functions of a Delegate User (see below). <p>In addition to the examples listed above, Full Access Users will also be able carry out additional actions which are notified to you by us in writing (including by way of a message provided via the Service) from time to time. Adding to the ways a Full Access User can use the Service will not be treated as a change to this Agreement and we will not be required to give two months' written notice of this to you. If there are certain actions which a Full Access User can take by itself in the table above (or as notified to you in writing in accordance with this clause) which you do not wish to allow, you must take action to change a Full Access User's level of access by completing a change request form or cancel a Full Access User's authority:</p> <ul style="list-style-type: none">(a) by completing a mandate variation form; or(b) by calling the Internet Banking Helpdesk on 0345 3000 116. <p>Such action should be taken prior to the relevant functionality being offered via the Service as, without the receipt of any request from you, we will continue to act on the Full Access User's instructions without seeking further confirmation from you.</p>
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The following two rows of the table set out all of the actions which a Delegate User and a View Only User can take when using the Service.

Delegate User	<ul style="list-style-type: none">• make, amend or delete Transactions (including Bulk Payments);• as part of a Payment Control Service;• use Cheque Imaging to deposit a Cheque create payment instructions• authorise payment instructions created by either a Full Access User or another Delegate User; or• make a payment provided that the payment is within the User's payment limit if applicable;• make international payments (subject to separate terms and conditions);• apply for Text Alerts service on your behalf (subject to separate terms and conditions);• order cheque and credit books;• order statements;• instruct a Third Party Provider to make payments from your Account(s); and• carry out any of the functions of a View Only User (see below).
View Only User	<ul style="list-style-type: none">• check the balance on the Account(s);• view Transactions;• view the deposits status for cheques paid into Account(s);• make any other function related enquiry we may make available as part of this Service from time to time in relation to the Account(s); and• instruct a Third Party Provider to access information on your Account(s).

5. Payment Control Service

5.1 Any Full Access User may request, change or end a Payment Control Service.

What is a Payment Control Service? One of the following restrictions on making payments:

- an Individual Payment Limit for a User;
- subject to clause 5.2, every payment requires:
- two Users to participate in the control process (one User creates and approves a payment instruction and the second User authorises that instruction); or
- three Users to participate in the control process (one User creates and authorises a payment instruction and two other Users must also authorise that same payment instruction).

5.2 Any Full Access User may designate an individual Full Access User or Delegate User as a "Creator" who can only create payment instructions. Where this is the case, the designating User can also decide that:

5.2.1 The Creator can also be an authoriser for the purpose of any Payment Control Service; or

5.2.2 Where the Creator is not an authoriser for the purpose of a Payment Control Service, any instruction created by that Creator and subject to a Payment Control Service will require authorisation from two or three other Users, as applicable;

5.3 If we are asked to apply, change or end a three User authorisation process, we will write to the Business requesting authorisation for such a change. The change will not apply until authorisation is received in writing. Other changes will be applied automatically.

5.4 The Payment Control Service you select applies to any transfer of funds to a third party or between your connected business accounts held with us but it does not apply to transfers between your other accounts you could make from the Service.

5.5 If no Payment Control Service is set up, any one of your Full Access Users or Delegate Users will be able to make a payment subject to the limits set out for the Service within Internet Banking.

5.6 If you set up a Payment Control Service and a payment is awaiting authorisation from another User then it is your responsibility to set up internal arrangements within your business to ensure that you are made aware of such pending payments. We will not be liable where a pending payment is delayed because it was not authorised by a User in accordance with any Payment Control Service arrangement you have set up.

5.7 The Payment Control Service does not apply to non-payments related actions which Full Access Users can carry out via the Service.

6. Your obligations

6.1 You must ensure that Users take reasonable care to protect their Password Information and Security Device and prevent unauthorised access to the Service.

For example Users should:

- not record their Password Information in any form recognisable by others or share it with anyone else, including (but not limited to) other Users, members of your staff, members of their families, Bank staff or anyone on our helpdesk;
- not let anyone else give instructions or access information on your accounts unless that person has a separate arrangement with us or you or a User has authorised them to operate your accounts for you;
- not allow anyone else to use a Security Device;
- use Password Information that meets the requirements we set from time to time and change your Password Information at any time it is suspected that a breach of security has taken place;
- maintain up-to-date virus protection software on any computer or other device through which you or Users access the Service;
- do not leave their computer or device unattended when logged into the Service;
- do not copy or change any software we provide as part of the Service and do not give that software to another person;
- use appropriate security on devices, such as passwords and pin codes; and
- follow any further security guidance or meet any reasonable requirements we tell you about from time to time in relation to any computer or other device through which you or Users access the Service.

6.2 You or the User must notify us immediately by calling Internet Banking Helpdesk on 0345 3000 116 or your Business Management Team/Relationship Manager if: a. you or a User suspects that someone else knows their Password Information; b. you or a User thinks someone else has had access to or has used their Security Device, or it has become compromised in some other way; c. you or a User loses a Security Device; or d. a Security Device is stolen.

6.3 If a User exceeds a specified number of attempts to correctly enter their login credentials, they will be suspended from the Service as well as any personal banking internet banking service they hold with us until they have successfully reset their Password Information.

6.4 We will never telephone, text or email you and ask you for your User ID, Password Information or the details from your Security Device. If you receive any such request you must not provide any of the details requested and you must notify us immediately by calling Internet Banking Helpdesk on 0345 3000 116.

6.5 If you cancel a User's authority this will not affect any instructions authorised by that User before that time.

6.6 Use of the Service outside the United Kingdom may be subject to local law and regulations. You and any Users are responsible for making sure that such use is permitted.

6.7 Each time a User logs onto the Service a notification will appear at the top of the screen if payments require approval. It is the User's responsibility to click on the link which will display all payments requiring approval from that User.

6.8 Where Individual Payment Limits apply, it is your responsibility to ensure that those limits are sufficient for the running of your business.

7. Recipients

7.1 In order to make a payment we need the following details for the recipient:

Bulk Payments	The recipient's account number and sort code
Other sterling payments to a sterling account in the UK (other than a Bulk Payment)	Payee's account number and Faster Payments Service enabled sort code
Euro payments to an account within a SEPA country	Payee's IBAN number and, if required, payee's full name and address, and the payee bank's SWIFT address or National Clearing Code. Sometimes we will also require the BIC
Other payments to an international account	The payee bank's BIC number and IBAN number and, if required, payee's full name and address, the payee bank's SWIFT address or National Clearing Code

7.2 We will make payments using these details only, even if you give us other information about the recipient.

8. Making Payments

8.1 A payment is authorised if a User's Password Information and/or Security Device is used by the User, or someone they have shared these with.

8.2 If any payment instruction requiring authorisation by more than one User is not authorised by the last authoriser within 30 days of its creation, it will automatically expire and we will not make the payment.

8.3 We may set limits on the value of Transactions you can make using the Service (in addition to any individual Payment Limits you set).

8.4 We may not be able to carry out a Transaction (other than a Bulk Payment) if the bank or building society you are sending the payment to is not a member of the Faster Payments Service or a participant in the Faster Payments Service. If we cannot make a payment using the Faster Payment Service we will notify you or make this information available to you and you can contact us to ask if there is any other way to make the payment. Until we have received an instruction from you that we can properly execute by an alternative method we will not make the payment.

8.5 If a payment is delayed due to our error, you can ask us to ensure that the receiving bank credits the payment to the recipient's account as if it had been made on time.

8.6 If you receive funds into your Account from the EEA that were not intended to be paid to you, we will share information if it is necessary for the payer to collect the funds as we'll be required to co-operate with other banks and share all relevant information needed so the payer can trace funds sent to the wrong account.

8.7 This Agreement deals with outbound Transactions made using the Service. For information on inbound payments to your Account, please see your account terms and conditions.

9. Cheque Imaging

9.1 Any Full Access User or Delegate User and (for clause 9.6) View Only User may use Cheque Imaging.

9.2 You can use Cheque Imaging to deposit a cheque to your Account(s) into which you are permitted to deposit cheques under the Account terms and conditions, where the cheque is:

9.2.1 in sterling;

9.2.2 payable from a UK bank or authority participating in the Image Clearing System; and

9.2.3 payable to you and the name on the cheque matches the name on the Account you are paying it into.

9.3 The following cheques cannot be deposited using Cheque Imaging:

- travellers cheques

- bank giro credit

- electronic vouchers

- other non-standard cheques

9.4 You cannot deposit a cheque using Cheque Imaging if you have previously tried to deposit it at a branch or elsewhere, or if you have deposited the cheque using Cheque Imaging before and it was rejected for any reason.

9.5 The Lloyds App will tell you whether or not a Cheque Imaging deposit succeeded. If the deposit is successful, that means the Lloyds App captured the cheque image and the related details you provided. It does not mean the cheque itself is problem-free or that it will be paid. Once we start processing the information we may still reject the cheque if it does not comply with this Agreement or your Account terms and conditions.

9.6 You can see the status of cheques successfully deposited using Cheque Imaging in the "History" tab of the Lloyds App. This will only show cheques deposited using Cheque Imaging on that Mobile Device. It will not show Cheque Imaging deposits made on another device by you or by another User on another device, or cheques paid in at a branch or any other place. Unsuccessful attempts are not recorded or displayed in the Lloyds App.

9.7 If the status of a Cheque Imaging deposit is shown as "Pending" or "Funds available" in the "History" tab you must not try to pay the cheque in again using the Lloyds App or any other way (for example, at a branch).

9.8 If the status of a Cheque Imaging deposit is shown as "Rejected" in the "History" tab, there will be a brief description explaining why the deposit was rejected. Please contact your Business Management Team/Relationship Manager to understand what you can do next.

9.9 If a Cheque Imaging deposit is not rejected for any reason, it will be processed within the following timeframes:

9.9.1 if you successfully deposit it before 10pm on a Business Day, the funds will be credited to your Account by the end of the next Business Day; or

9.9.2 if you successfully deposit it after 10pm on a Business Day or at any time on a non-Business Day, the funds will be credited to your Account by the end of the second Business Day after you deposited it.

9.10 We limit the value of cheques that can be paid in using Cheque Imaging to help reduce the risk of fraud. This means that you can pay in a single cheque up to the value stated in the Lloyds App, or several cheques that add up to that value on the same day. We may change these limits at any time, but you'll always see the current daily limit value displayed in the Lloyds App

9.11 We may have to reject a cheque deposited using Cheque Imaging for any of the reasons set out in your related Account terms and conditions or for any of the following reasons:

9.11.1 the cheque does not comply with clause 9.2 and/or clause 9.3 above; or

9.11.2 the quality of the image of the cheque that you are able to take on your Mobile Device is not good enough for all the details on the cheque to be legible to us.

9.12 You must keep the original paper cheque until its status is shown as 'Funds available' in the "History" tab, in case there are queries or you need to resubmit the cheque some other way, such as at a branch.

10. Third Party Provider

10.1 A User can instruct a Third Party Provider to provide services in relation to your online Account(s) as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements. We will treat any instruction from a Third Party Provider as if it were from the relevant User.

10.2 How a User can use a Third Party Provider will depend on the type of online access you or they have on your Account. A User won't be able to use a Third Party Provider to do anything they cannot do in relation to your Account. For example, if a User has View Only Access, they won't be able to use a Third Party Provider to make payments but could use a Third Party Provider to access information on your Account(s).

10.3 If you do not want a User to have access to Third Party Providers, you should ask us to remove that User's access to internet banking.

10.4 We may refuse to allow a Third Party Provider to access your Account if we are concerned about unauthorised or fraudulent access by that Third Party Provider. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way which we consider most appropriate in the circumstances. We won't tell you where doing

so will undermine our reasonable security measures or otherwise be unlawful.

10.5 We may make available to a Third Party Provider a specific means of accessing your Account. If we do, and it tries to access your Account by a different way, we may refuse to allow that access.

10.6 If you (or a User) provide consent to a Third Party Provider to access your Account data so they can provide account information services or initiate transactions on your behalf, you consent to us sharing your information (which may include personal data relating to Users) with the Third Party Provider as is reasonably required for them to provide their services to you.

10.7 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a Third Party Provider.

11. Payments from your Account

Cut-off times

11.1 If we receive a payment instruction after the cut-off time on a Business Day, we will act on it on the next Business Day. The cut-off time for making payments depends on how and where a payment is to be made. You can find details about cut-off times for particular payments in the Charges Brochure.

11.2 If you ask us to make a payment on a future date, we will make the payment on that date, unless it is a non-Business Day, in which case we will make the payment on the following Business Day.

11.3 If you ask us to make a Future Dated Payment, we will treat it as having been received by us on the date you ask us to make the payment.

11.4 When making a Bulk Payment, the User must choose the intended date of receipt by the various payees' banks (the "Bulk Payment Date"). We will make the payment so that it is received by that date. We will treat an instruction for Bulk Payments as being received by us on the Business Day before the Bulk Payment Date (the "Bulk Payment Instruction Date").

11.5 You cannot use the Service to tell us that the time when a Transaction is to be carried out is particularly important. If you need to be sure an instruction has reached us or when it will be carried out, you can contact us. Details on execution times for Transactions are available online and are also set out in the latest Charges Brochure.

11.6 For payments outside the EEA and/or in non-EEA currencies different timescales will apply. You can ask us for details.

Cancelling a payment

11.7 Once a User has consented to the instruction for the Transaction (or series of Transactions), they cannot usually cancel a Transaction.

11.8 For Future Dated Payments that aren't international payments or Bulk Payments, a User may cancel the Transaction up until 5.30pm on the Business Day before the date set for the Transaction. In some cases we may still be able to cancel a Transaction after this time if you ask us. If you ask us to cancel a regular payment such as a standing order, we will cancel the whole series of payments.

11.9 A User may cancel a Bulk Payment up until 5.30pm on the Business Day immediately before the Bulk Payment Instruction Date.

When we can refuse to process a Transaction

11.10 We may refuse to process a Transaction if:

- our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, we (or the systems we use) reasonably suspect that the Transaction is fraudulent);
- you do not have available funds to make the payment or you have exceeded a limit we have applied to your Account or device such as the daily limit for withdrawals from cash machines;
- the payment amount exceeds any limit we set for the type of payment (we will tell you if this is the case);
- the payment instruction is not clear or does not contain all the required details;
- the Account you want to pay is not included in the Faster Payments scheme – you can check this with us in advance;
- there is a regulatory requirement that tells us to;
- we reasonably believe that you or someone else has used, is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- we reasonably believe that someone else may have rights over money in your Account (in this case we can also ask – or require you to ask – a court what to do, or do anything else we reasonably need to do to protect us); or
- any other reason set out separately in this Agreement applies.

11.11 Unless the law prevents us, we will try to contact you to tell you we are refusing, or are unable, to act. We will do this as soon as we can and before the time any payment should have reached the bank or building society you are sending it to. If you want to check whether a transaction has been accepted, you can contact your Business Management team/Relationship Manager or the Internet Banking Helpdesk on 0345 3000 116.

Additional information about failed payments

You can contact us to find out (unless the law prevents us telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.

11.12 If we are unable to make a standing order or Future Dated Payment from your Account because you do not have enough money in your Account on the Business Day that the standing order or Future Dated Payment is due to be made (and we do not agree to any request made by you to use an unauthorised overdraft or increased borrowing limit to make the payment), we will try to make the payment again on that Business Day and on the next Business Day. If we have been unable to make the payment after these attempts, you will be charged an unpaid item fee. A standing order or Future Dated Payment will be cancelled after four consecutive missed payments.

Other important information

11.13 All Transactions made using this Service will be listed on the statements for the Account(s).

11.14 Payment transactions will be shown on your Account in sterling (GBP) and will be executed in sterling (GBP) unless otherwise agreed.

11.15 The terms and conditions for the accounts you access through this Service will set out details of the interest and exchange rates that will apply to payments you make.

12. Who is responsible for any loss?

12.1 This section also applies to any payments you make through a Third Party Provider.

12.2 You must notify us by telephoning the Internet Banking Helpdesk on 0345 3000 116 or by calling your Business Management Team/ Relationship Manager directly as soon as possible after you become aware of any incorrectly executed transaction or any unauthorised transaction on your Account (even where you use a Third Party Provider), and in any case within 13 months of the transaction date.

12.3 If we made a payment incorrectly because you gave us the wrong details, we are not responsible but will try to trace and recover the funds if you ask us. We will not charge you for trying to trace the payment but can charge you our reasonable costs for recovering the funds.

12.4 If we need to investigate a Transaction on your Account we may require you or a User to co-operate with us and the police, if we need to involve them. We may need you or a User to give us confirmation or evidence that you have not authorised a Transaction.

12.5 - Except as set out in this Agreement, we will not be liable for:

- any losses not directly associated with the incident that may cause you to claim against us whether or not such losses were reasonably foreseeable; nor
- any loss of profits, loss of business, loss of goodwill or any form of special damages; nor
- any losses associated directly or indirectly with our failing to make a payment because you have not provided us with the required or correct details.

12.6 If we are prevented, hindered, or delayed from or in performing any of our obligations under this Agreement due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services), we are not liable to you or required to perform our obligations under this Agreement to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.

12.7 Nothing in this Agreement excludes our liability for fraudulent misrepresentation by us, our employees or agents, our liability for death or personal injury caused by our negligence or the negligence of our employees or agents, or any other liability on our part that the law says we cannot exclude.

Customers who are Micro-enterprises or Charities.

12.8 This section explains our obligations if you are a Micro-enterprise or a Charity and:

- we are responsible to you for an incorrectly executed Transaction, or
- you tell us that there has been an unauthorised Transaction on your Account and we cannot show that the payment was in fact authorised.

12.9 If this is the case, we will (unless we have reasonable grounds to suspect fraud or another term of this Agreement says that you are liable for the transaction) refund to your Account the amount of the Transaction. We will also refund any interest and charges:

- directly incurred on the Account because of the Transaction or payment; or
- which would not have been incurred had we executed the Transaction correctly or had the unauthorised Transaction not been made.

We will do this by the end of the next Business Day after we become aware of the incorrect or unauthorised Transaction. Beyond this we have no further liability for such a Transaction.

12.10 If we can prove you acted fraudulently, you will be liable for all payments from the account that we could not stop.

12.11 Otherwise you will not be liable for any unauthorised transactions made using your Password Information or Security Device, unless we can prove you have been grossly negligent with your Password Information or Security Device.

12.12 If we can prove this, you will be liable for all payments from the account that we could not stop, but you will not be liable for a payment: (i) after you have told us the Password Information or Security Device have been lost, stolen or could be misused; (ii) if we have failed to tell you how to report your Password Information or Security Device as lost, stolen or capable of being misused; (iii) if you could not have detected that your Password Information or Security Device were liable to misuse (including because you did not receive them), or (iv) if we did not apply Strong Authentication for the payment when a regulatory requirement said we should.

12.13 Where a payment instruction is initiated by a payee (e.g., a direct debit) and:

- you are the payee, we are responsible only for correctly transmitting the payment order to the payer's bank. If we have done this incorrectly, we will make immediate efforts to trace the payment transaction if you ask us to and we will notify you of the outcome;
- you are the payer, we are responsible to you for a failure to execute the payment transaction or for incorrectly executing it only if the payment order has been correctly transmitted to us.

Customers who are not Micro-enterprises or Charities

12.14 If you are not a Micro-enterprise or Charity, the Payment Services Regulations 2017 do not apply to you to the fullest extent possible.

12.15 If we incorrectly execute a payment transaction on your Account, or fail to execute it, we are liable to you for reasonable losses you incur (unless you have not provided us with all of the required information) if:

- they arise directly from our breach of this Agreement or our negligence, and
- in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from that breach or negligence.

12.16 Our liability to refund any incorrectly executed Transaction shall be limited to the total of:

- any amount necessary to reimburse you as required by law regarding the transaction pursuant to which our breach or negligence occurred; and
- if relevant, any additional amount of interest and charges you directly incur on the Account that you would not have incurred otherwise.

Beyond this we have no further liability to you for a failure to execute properly or a failure to execute at all for any reason.

12.17 You will be liable for unauthorised transactions if you or a User has acted fraudulently or has, with intent or gross negligence, failed to take reasonable steps to keep safe any of the Password Information and/or the Security Device. Otherwise, if we are reasonably satisfied that a Transaction was unauthorised we will refund to your Account the amount of the Transaction and any interest and charges directly incurred on the Account because of it. Beyond this we will have no further liability to you for an unauthorised Transaction.

13. Changes to this Agreement

13.1 We may at any time and for any reason:

13.1.1 change or withdraw any part of the Service;

13.1.2 change your obligations in relation to security measures, including changing the Security Device and/or Password Information;

13.1.3 change any of the provisions of this Agreement; and/or

13.1.4 introduce charges for the Service.

13.2 We will tell you in writing at least two months before we make any change to this Agreement. We will treat a change as accepted by you on the day it comes into effect unless you tell us before that date that you refuse to accept the change. If you tell us this, then: 13.2.1 you can end your Agreement with us at any time before the change comes into effect; or

13.2.2 if you do not end your Agreement with us before that date, this Agreement will terminate the day before.

13.3 We may also change anything in this Agreement at any time to reflect changes in law, regulation or codes of practice that apply to us or the way we are regulated. Wherever possible, we will give you at least two months' notice of such changes. If this is not possible we will give you as much notice as we reasonably can.

14. Termination and suspension of the Service

14.1 This Agreement continues until you or we end it. We will normally process any instructions received from any User before termination.

14.2 We may cancel or suspend your use of the Service (or part of the Service, for example, accessing the Service via a mobile device) at any time if:

14.2.1 we reasonably suspect that there is or could be illegal or fraudulent activity in relation to the Service;

14.2.2 we reasonably believe a regulatory requirement means we have to;

14.2.3 we reasonably believe that it is necessary to protect the security of your Account or the Service;

14.2.4 a device being used to access the Service does not comply with our reasonable security or compatibility requirements; or

14.2.5 you or a User has seriously or repeatedly breached the terms and conditions of this Agreement, your Account or any other product or service held or used by you.

14.3 If we cancel or suspend use of the Service, we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures. You can also ask your Business Management Team/Relationship Manager for information.

14.4 The table below shows how this Agreement can be ended, if we end it, we will act in a manner we think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

By Reason	Notice
You Any reason	None
Us You or a User has broken this Agreement repeatedly and/or seriously	None
Us We de-register you from Internet Banking	None
Us Any other reason	Two Months (in writing)

14.5 If you end this Agreement it will be in respect of all your Account(s), not just some of them.

15. Governing law

15.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the law that applies to the account you're accessing through the Service. (for example, if English law or Jersey law applies to your Account, the same law will apply to your use of the Service). The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

16. Notices and communication

16.1 Other than notifications of interest rate changes, any notice that you or we give each other regarding your Account must be written. When we give you a written notice, we will use a letter, e-mail, text, statement, statement insert or message, message provided via the Service, or another way which is sent to you individually. We will always use a way that we reasonably think is likely to come to your attention and satisfies regulatory requirements. Any written notice from you to us must be by post.

16.2 Your notices to us must be posted to the branch where the Account is held or where your business management team is based, unless we tell you otherwise. We will send you notices at the address you have given us for correspondence. We or you may change address for communication by giving seven days' written notice to the other party.

16.3 The language of this Agreement shall be English and communications and notices between us shall be in English.

16.4 We'll never phone, text or email you asking for your online log-on details. If we suspect fraud or other security threats in relation to your account, we will contact you in a fast and secure way (using the contact details we have for you) to tell you what you need to do. This may include SMS, online notifications, post, or any other appropriate messaging service.

16.5 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details.

17. Privacy

17.1 Your use of the Service and Lloyds Bank website is also subject to our Privacy Policy and our Website terms and conditions, which are available at lloydsbank.com/business/privacy.asp. In addition, the Service may from time to time also provide further information about how your data is collected and used by us.

18. Use of data for payment services

18.1 You explicitly consent (and have obtained the explicit consent of any User) to us accessing, processing and retaining any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by de-registering from the Internet Banking service which will end your Agreement with us.

19. Third Parties

19.1 This Agreement does not confer or intend to confer a benefit enforceable by a person who is not a party to it. Such a person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

20. Help and information

20.1 If you have any queries about this Service please call the Internet Banking Helpdesk on 0345 3000 116. If you require a copy of this Agreement or any document referred in it these can be found on our website at lloydsbank.com/business

20.2 We aim to provide the highest level of customer service possible. However, if you experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If something has gone wrong please bring this to the attention of any member of staff. The complaint procedures are published on our website: lloydsbank.com/business. If you disagree with the decision we make, you may be able to refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if you're unhappy with something we've done. Details are available from us on request or you can get further information at www.financial-ombudsman.org.uk

Our service promise

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. FSCS cover is not applicable to deposits held in the Channel Islands or Isle of Man. However, customers may be covered by local compensation schemes, depending on the business they do and where it is handled. Lloyds Banking Group includes companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies. More information on Lloyds Banking Group can be found at lloydsbankinggroup.com

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

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages at www.relayuk.bt.com/

Important Information

Online for Business registration required. Occasionally we may need to carry out essential maintenance, resulting in some interruption to service.

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 76261500. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 119278.

Lloyds Bank Corporate Markets plc is authorised and regulated in the UK as the non-ring fenced bank of the Lloyds Banking Group. The Jersey, Guernsey and Isle of Man branches of Lloyds Bank Corporate Markets plc are each separately licensed as regulated deposit-takers in their respective jurisdictions. Lloyds Bank Corporate Markets plc is independent from Lloyds Bank plc, which is authorised and regulated in the UK as the ring fenced bank of the Lloyds Banking Group. For more information on ring-fencing visit international.lloydsbank.com/ringfencing

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Services provided by the Jersey, Guernsey and Isle of Man branches of Lloyds Bank Corporate Markets plc will be subject to the regulatory regime applicable in their respective jurisdiction, which will differ in some or all respects from that of the UK. Further information about the regulatory status of the Jersey, Guernsey and Isle of Man branches of Lloyds Bank Corporate Markets plc is set out below.

The Jersey branch of Lloyds Bank Corporate Markets plc, principal place of business 9 Broad Street, St Helier, Jersey JE4 8NG, is licensed by the Jersey Financial Services Commission to carry on deposit-taking business under the Banking Business (Jersey) Law 1991 and general insurance mediation business under the Financial Services (Jersey) Law 1998 and has also notified the Jersey Financial Services Commission that it carries on money service business. Lloyds Bank Corporate Markets plc, Jersey branch, subscribes to the Jersey Code of Practice for Consumer Lending.

The Guernsey branch of Lloyds Bank Corporate Markets plc, principal place of business 1 Smith Street, St Peter Port, Guernsey GY1 4BD, is licensed by the Guernsey Financial Services Commission to take deposits and insurance intermediary business under the Banking Supervision (Bailiwick of Guernsey) Law, 1994, and the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002 (as amended), respectively, and is also registered with the Guernsey Financial Services Commission as a money service provider.

The Isle of Man branch of Lloyds Bank Corporate Markets plc, principal place of business, Villiers House, 2 Victoria Street, Douglas, Isle of Man IM1 2LN, is licensed by the Isle of Man Financial Services Authority to conduct deposit-taking and is also registered as an insurance intermediary in respect of general business.

Lloyds Bank International is the registered business name of Lloyds Bank Corporate Markets plc in Jersey and the Isle of Man.

This information is correct as of May 2022.

End of form #4