



# LYMPSTONE PARISH COUNCIL

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26<sup>th</sup> September 2017

To All Members of the Parish Council

You are summoned to attend a meeting of Lympstone Parish Council, to be held **7.30pm**, on **Monday 2<sup>nd</sup> October 2017** in the Village Hall. The business to be transacted is set out below. Members of the Public are cordially invited to attend and to speak in the open session.

**A J Le Riche, Clerk to the Parish Council**

## AGENDA

	<b>Public Session</b> John Welton has been invited to talk about the nuisance caused by the beer festival at The Swan.	<b>7.30</b>
<b>1</b>	<b>Apologies</b>	<b>7.45</b>
<b>2</b>	<b>Minutes</b> – To confirm the minutes of the meeting held on 4 <sup>th</sup> September 2017 attached	<b>7.46</b>
<b>3</b>	<b>To receive any Declarations of Interest</b>	<b>7.47</b>
<b>4</b>	<b>Planning Applications</b> 17/1774/FUL Replacement porch; enlarged windows, dormer window and balcony to north-west elevation; addition of flue to roof. Cross Cottage, Quay Lane. 17/1761/VAR Variation of condition 2 (plans condition) of planning permission 15/1970/MFUL to allow changes to design of dwellings, removal of garaging and replacement with parking and amendment to position of Plot D1, land to the West of Strawberry Hill 17/1920/FUL New access to field with hardstanding - Great Orchard Sowden Lane 17/2166/FUL Remodelling of dwelling including construction of first floor extension, provision of balcony and cladding - Highgrove Longmeadow Road 17/2118/FUL Alterations and extensions to roof to allow for loft conversion, including dormer window and roof lights to side elevations. - 7 Highcliffe Close 17/2198/FUL Construction of external staircase at 8 Birch Road	<b>7.50</b>

5	<b>Planning Decisions</b> - A list is attached.	7.55
6	<b>Chairman's report</b>	8.00
7	<b>Police Report</b>	8.05
8	<b>County Councillors' reports</b>	8.10
9	<b>District Councillors' reports</b>	8.12
10	<b>Lympstone Pre-school</b> Progress report Funding Agreement to be approved.	8.15
11	<b>Lympstone Youth Club</b> Appointment of Youth leader Progress report	8.20
12	<b>A New Code of Conduct</b> A new Code of Conduct is attached for consideration.	8.30
13	<b>Finance</b> Payments, Financial Summary, Budget report attached	8.40
14	<b>Clerk's Action List – attached</b>	8.45
15	<b>Reports of Lead Councillors.</b> Any reports requiring a decision are attached. Emergency Planning – Cllr Corcos Estates - Cllr Atkins <b>New prices for grass &amp; Hedge cutting to be reported.</b> Facilities - Cllr Acca <b>Automatic locking &amp; lighting and a new water heater have been fitted to the toilets.</b> Links with CTC-RM – Cllr Mrs Rogers. Lympstone Herald – Cllr Hilton NP Delivery Group - Cllr Mrs Clark Planning – Cllr Dimond Transport and parking - Cllr Longhurst Village Hall – Cllr Atkins <b>Report of meeting on 25<sup>th</sup> September 2017</b> Youth Club – Cllrs Acca Website – Cllr Corcos	8.50



Mr & Mrs Russell were negotiating with Developers for part of the Nursery site and wished to open discussions with the Parish Council to secure the future of the land in front of the Church for the community, in perpetuity.

**72 Police report**

There was no police report

**73 County Councillor's report**

Cllr Scott reported that DCC had been in recess but asked to be kept informed of any matters that might affect DCC in Lympstone.

**74 District Councillors' reports**

Cllr Ingham informed the meeting that there would be two extra EDDC Meetings. One was to put a vote of no confidence in the Leader as he had failed to represent EDDC vies on the reduction in health services to other leaders. The second was to ask for an extension on the leases for businesses on Exmouth Seafront until there were plans in place for redevelopment.

**75 Lympstone Pre-school**

The Clerk reported on the condition attached to the planning consent which required the MUGA to be replaced before development could take place. Various works needed to be carried out as a matter of urgency

The basket swing needed moving to the other side of the path from Trafalgar Road to Candy's Field. SNC, the playground specialist had quoted £1795 + VAT to carry out this work.

RESOLVED: that the quote be accepted and the work be put in hand.

The Youth Shelter needed removing from the area. Cllr Atkins AGREED to arrange this with Andy Love.

The MUGA was to be lifted and moved to the site of the BMX track.

SNC had quoted £16, 850 for this work.

Kennford Tarmac had quoted £4,272, not including resurfacing.

Wicksteed's had quoted £4,590 not including resurfacing.

Cllr Atkins had discussed this work with Andy Love as he would have equipment on site to do the job.

Vicki Drinkwater offered to ask CTC R-M if they could lend a hand with this work.

RESOLVED: 1 That a budget of £19,000 be set for relocating the MUGA.

2 that the Clerk in consultation with Cllr Atkins and Cllr Acca project manages this to ensure that all of the works are carried out in a timely manner.

3 that Cllr Young in conjunction with the Cllr Acca and the Clerk be appointed Lead Councillor to liaise with DCC, VHMC and the School.

**76 Lympstone Youth Club**

The Chairman reported that two candidates for the appointment of Youth leader had been interviewed. There were potentially two more to interview later in the week. This was a LYPS appointment.

The maintenance log was being continuously updated as time was spent on detailed inspection and an initial project plan was in place. It was intended to have a volunteer's weekend Work Party to make a start on this. Repairs to the building were a Parish Council responsibility.

The 16<sup>th</sup> and 17<sup>th</sup> September was suggested and this was AGREED. The Parish Council would provide refreshments.

Cty Cllr Scott suggested contacting local builder's merchants for donations of materials. Cllr Acca agreed to follow this up and Cllr Corcos together with the Chairman and Vice-chairman would source paint.

**77 Cliff Field**

The Scouts and Football Club had now reached agreement as to the siting and operation of the new portable toilet building. Cllr Acca had visited the site and asked if the building could be moved back by 600 – 800mm. George Webster agreed to arrange this

RESOLVED: that the Parish Council's agreement to this arrangement be now given.

**78 Lympstone Flood Gate Agreement**

Cllr Corcos reminded the Council that this was now 10 years old. Unfortunately Alan Burton, Leader of the Flood Gate Wardens could not be present but supported continuing the Agreement.

RESOLVED: 1 That the Flood Gate Agreement be continued.

2 that Alan Burton and the Team of Flood Wardens be thanked for the effort that they were prepared to put in to help reduce the risk of flooding in the lower part of the Village.

**79 Car partially blocking Shepard's path**

Cllr Corcos had received correspondence regarding a car frequently blocking the end of Shepard's path. This was beyond the double yellow lines but was causing an obstruction.

DCC had suggested a 'No Parking' sign and notices being put on cars. Cllr Acca and the Clerk said there was a spare 'no Parking' sign that could be used for this. Cllr Corcos Agreed to provide a notice.

**80 Review of definitive map of footpaths**

Cllr Dimond reported on meeting with Alison Smith of DCC as a follow up to the presentation on 27<sup>th</sup> July. The public meeting had been well received and from that two suggestions of paths to be added to the definitive map had been put forward:

1 From the Strand to the car park. There were two paths, one was on the map and the other wasn't.

2 From Quay lane to the beach. This path was used regularly, including by the Flood Gate Wardens.

Cllr Carter suggested that this had never been a public footpath.

RESOLVED: that the process be publicised, including an article in the Lympstone Herald.

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**81 DALC AGM, Conference and Exhibition**

This was to be held on 10th October 2017 at Exeter Racecourse.

RESOLVED: that Cllr Mrs Rogers be authorised to attend.

## 82 Finance – Payments

RESOLVED: that the following payments be approved:

Payments made since the last meeting:

DD	EDF - electricity for lights in Candy's Field		£46.72
2417	Optima Graphics - Herald printing		£290.00
2418	C Masterson - paint		£43.43
2419	GCM - Grounds contract work		£2,222.40
2420	SWW - water for toilets - 2 years supply		£898.77
2421	DALC - Training Mrs Rogers		£30.00
2422	PVM Supplies - toilet rolls		£104.98
2423	Mrs C Edworthy - Wages for July 2017		£232.50
2424	A J Le Riche salary & expenses July 2017	£647.38	
	Clearing rubbish in the cemetery	£20.00	
	Stamps	£6.72	
	Safety Mirror	£172.20	
	Mileage	<u>£142.20</u>	£988.50
2425	HMRC Tax / NI July 2017		£161.19
DD	EDF electricity for toilets		£9.00
DD	EDF - Youth Club electricity		£15.00
DD	EDF - Youth Club gas		£17.00
2426	Express Fire - Youth Club		<u>£439.20</u>
	Total		<u>£5,498.69</u>
<b>Payments for approval</b>			
2427	A Western - contract works		£300.00
2428	Zurich Municipal - Insurance		£1,485.93
2429	Ace Arboriculture - tree works in Candy's Field		£960.00
2430	Vine orchards - fees for registering candy's Field		£210.00
2431	Mrs C Edworthy = wages August		£232.50
2432	A J Le Riche - wages & expenses August	£647.38	
	Stamps	£6.72	
	Plus net broadband for Youth Club	<u>£283.87</u>	£937.97
2433	HMRC - Tax / NI August		£161.19
	Total		<u>£4,287.59</u>

## 83 Financial summary

<b>Current Account</b>		
Opening balance at 1st April 2017		£47,862.70
Receipts		£32,938.60
Total receipts		£80,801.30
Transfer from dep ac		
Total paid in to current ac		£80,801.30
less, Payments		£16,342.29
Net balance		£64,459.01
Unpresented cheques		£10,275.93
Receipts not on statement		£0.00

Balance per bank statement		£74,734.94
<b>Deposit Account</b>		
Balance at 1st April 2016		£161.44
Interest to 1st August 2017		£0.05
Transfer to current ac		£0.00
	<b>Total</b>	£161.49
Allocated balances		
Elections		£1,500.00
Reserve for Village hall car park inc 2017-18		£15,000.00
NP Projects up to 2016-17		£6,702.00
Total allocated balances		£23,202.00

#### 84 Clerk's Action List

The Council received and noted the Clerk's action list.

Parish Cemetery – The Clerk was asked to contact GMC to discuss taking the cemetery out of the contract and handing this to Andy Western.

The Chairman reported that 'Trash' of Exeter could provide a bin and emptying service for £25.00 per month. This was AGREED on a 6 month trial.

#### 85 Reports of Lead Councillors

**Emergency Planning** – Cllr Corcos that the EA had provided two training sessions for Flood Wardens. Both had been well attended. The EA were carrying out a hydrographic survey of the Wotton Brook. This would inform future flood defence works.

**Estates** – Cllr Atkins reported that DCC were not cutting hedges and verges but had not informed landowners that this would not be done this year. It was AGREED that the Clerk should write to DCC to ask that they inform landowners that it was now their responsibility to cut hedges and verges. He had cut parts of the A376. Cllr Dimond AGREED to speak to the owner of Bronte House about the hedge there.

**Facilities** – Cllr Longhurst gave a presentation on his work so far in seeking funding for a new enlarged MUGA. The option was for an area 50m X 35 which would have a rubberised surface and be suitable for a number of sports. He displayed options for the location for this in Candy's Field. The preferred option was on the site of the BMX Track as this would not impinge greatly on the open aspect of the Field and would leave a substantial area for community events. It was a clear criteria that whilst this facility was designed for more formal sports activity, it should also be available for un-programmed use by local children.

RESOLVED 1 that Cllr Longhurst be authorised to continue this work and to make application for 100% funding to the FA.

2 that at the appropriate time, a public consultation event be held regarding the detail of this scheme.

**NP Delivery Group** – Mrs Lyon would be calling a meeting of the Group to progress the 'Living in Lympstone' brochure and a village map.

**Travel, Transport and Parking.** Cllr Longhurst suggested contacting the landowner to see if the temporary car park could be continued. He suggested that this could be used to provide dedicated parking spaces which could be let to residents on a long-term basis. This would

leave the Underhill car park for casual users. Other members confirmed that they had been approached by local residents about this. Cllr Acca AGREED to speak to the landowner in the first instance.

**Village Hall.** The Chairman was to speak to the Chairman of the VHMC on various matters and would report in detail to the next meeting. In the meantime she suggested that work on the proposed bin store should be deferred. This was AGREED.

#### **86 Matters raised by Councillors**

Cllr Atkins reported that a bungalow was for sale at the end of Longmeadow Road and suggested that an approach could be made to the landowner to dedicate some land for road widening towards the junction with the A376.

He also reported that the traffic light phasing was not operating as promised. He would take this up with County Councillors.

Cllr Longhurst reported that the Lympstone Learning Alliance now had the £43,000 community contribution towards the new Pre-school building.

Cllr Longhurst reported on recent developments that did not appear to have much planning merit and to breaches of development control. He suggested that there could be an annual walk-around the Parish to identify these. Cllr Dimond was asked to report to the next meeting.

Complaints had been made about the disruption caused by the Beer Festival at The Swan. This included a letter from John Welton.

It was felt that these were a matter for the Licensing Authority but it was also AGREED that John should be invited to the next meeting to discuss this.

The Meeting finished at 9.40 pm

Chairman

## **Lympstone Parish Council**

### **Planning decisions since the last meeting**

17/1587/FUL Construction of two storey side extension. - Sowden Cottage Sowden Lane Status: Refusal

17/1796/PDQ Prior approval for proposed change of use of agricultural building to form 1 dwelling (use class C3) and associated operational development under class Q (a) and (b). - Atlantis Sowden Lane Status: PDQA Prior Approval granted

17/1873/TCA T1 Eucalyptus: Fell – Leustona, Longmeadow Road Status: Approval - standard time limit

**DATED**

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**EARLY YEARS USE AGREEMENT**

between

**DEVON COUNTY COUNCIL**

and

**LYMPSTONE LEARNING ALLIANCE**

and

**LYMPSTONE PARISH COUNCIL**

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SCHEDULE 2	EDUCATION FUNDING AGREEMENT	<b>ERROR! BOOKMARK NOT DEFINED.</b>
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Annex – Plan

THIS DEED is dated .....

## **PARTIES**

- (1) **DEVON COUNTY COUNCIL**, of County Hall, Topsham Road, Exeter EX2 4QD (**Council**).
- (2) **LYMPSTONE LEARNING ALLIANCE**, (Registered charity no: 1168920) of Redcliff, Burgmann's Hill, Lympstone EX8 5HP (**Recipient**).
- (3) **LYMPSTONE PARISH COUNCIL** of c/o A J Le Riche (Clerk to the Council), 8 Drakes Gardens, Drakes Avenue, Exmouth EX8 4AD (the **Parish Council**)

## **BACKGROUND**

- (A) The Council has received grant monies from the Education Funding Agency pursuant to an application it made on the Recipient's behalf in respect of the Project. In addition, the Council, the Recipient and the Parish Council have contributed monies towards the Project.
- (B) The Council has agreed to use the Grant to undertake the Project on the Recipient's behalf. The Project is due to be completed on or around 1st January 2018.
- (C) In return for undertaking the Project on the Recipient's behalf, the Council requires the Recipient to comply with the terms and conditions contained within this Deed.
- (D) The Parish Council owns the Property and has agreed to allow the Council to build the Building and has agreed to lease the Property to the Recipient.
- (E) For the avoidance of doubt, the Recipient and the Parish Council are permitted to sub-contract their obligations to provide childcare under this Deed in accordance with clause 0 (Sub-contracting and Assignment).

## **AGREED TERMS**

### **Definitions**

In this Deed the following terms shall have the following meanings:

**the Building:** the fully-constructed demountable building to be erected and installed by the Council on the Property and all Service Media such installation to be in accordance with planning permission 17/1571/FUL and to be used by the Recipient for the Purpose, as more particularly described in Schedule 1.

**Commencement Date:** the date of this Deed.

**Education Funding Agreement:** the grant funding agreement relating to the Early Years Capital Fund made between the Education Funding Agency and the Council in which the Education Funding Agency has made sums available to the Council to support capital build for the Purpose. A copy of the Education Funding Agreement is attached as **Error! Reference source not found.**

**Funding Bid:** the bid submitted by the Council resulting in the award of the Grant a copy of which is attached as Schedule 3.

**Grant:** the total sum of £560,824 (five hundred and sixty thousand, eight hundred and twenty four pounds) consisting of: (1) £371,300 provided by the Education Funding Agency; and £146,024 provided by the Council; £10,000 provided by the Parish Council; and £33,500 in commitments from the local community, in order to complete the Project.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence however arising for their full term and any renewals and extensions.

**Laws:** any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

**Lease:** a lease of the Property to be entered into between the Parish Council (1) and the Recipient (2)

**Practical Completion Date:** means the date on which the Council confirms to the Recipient and the Parish Council that the construction of the Building has been completed.

**Project:** the construction of the Building to be used by the Recipient for the Purpose, as more particularly described in Schedule 1.

**Property:** means part of the land and buildings known as Candy's Field and registered with HM Land Registry under title number DN682726 and for identification purposes shown edged red on the plan annexed to this deed of which the Building shall form part.

**Purpose:** the provision of funded early years places (as more particularly described and defined in section 1 of the Childcare Act 2016) between 8.00am and 6.00pm for 50 weeks per year for up to 39 three and four year olds

**Service Media:** means pipes wires cables sewers drains fibre optic and all other conducting media and apparatus (including meters) used for the passage (and measurement) of water soil electricity telecommunications and all other utilities and services which may be located within or outside the Property.

**Use Period:** the period starting on the Commencement Date and ending on the twenty-fifth (25<sup>th</sup>) anniversary of the Commencement Date.

Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to a party shall include that party's successors (including for the avoidance of doubt an academy conversion), permitted assigns and permitted transferees.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to writing or written includes faxes but not e-mail.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

#### Duration

Except where otherwise specified, the terms of this Deed shall apply from the Commencement Date until the expiry of the Use Period.

Any obligations under this Deed that remain unfulfilled following the expiry or termination of the Deed shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

#### Council's Obligations

The Council shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in the Funding Bid and the Education Funding Agreement.

The Council agrees to use reasonable endeavours to complete the Project by 1<sup>st</sup> January 2018.

The Council agrees to be responsible for making good any defects to the Building identified within the first 12 months from Practical Completion of the Project

#### Recipient's Obligations

The Recipient must use the Building for the Purpose and must keep the building in good repair.

The Recipient must not change the use of the Building without the prior written approval of the Council. The Recipient acknowledges that, irrespective of the Council's own discretion in this matter, the Council cannot provide any such approval without first obtaining the approval of the Education Funding Agency pursuant to condition 10 of the Education Funding Agreement.

As soon as reasonably practicable and for as long as is reasonably possible, the Recipient agrees to use reasonable endeavours to achieve or to fill as close to the maximum number of 39 childcare places in the Building. For the avoidance of doubt, in fulfilling this obligation, the

Recipient shall be entitled to take in account relevant commercial considerations such as staffing costs and local demand from working parents for childcare places.

The Recipient must comply with all Laws. In particular, the Recipient must comply with the standards set out in the Department for Education statutory guidance “Statutory Framework for the Early Years Foundation Stage” effective 3 April 2017, as may be amended or replaced from time to time.

With regard to the childcare places referred to in clause 0, above, the Recipient must ensure that the childcare places:

are for 3 and 4 year olds;

are offered all year round and not just during school term times; and

fit with the needs of local working parents (and be able to demonstrate this to the Council’s reasonable satisfaction, if required).

In complying with clause 0, above, the Recipient shall regularly review the Building’s opening and closing hours and all year round provision.

The Recipient shall provide reasonable endeavours to have minimum operating hours for childcare places between the hours of 8:00 am and 6:00 pm.

Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of its obligations under this Deed, it will notify the Council’s Early Years and Childcare Service as soon as possible, providing full details.

#### Education Funding Agreement

The Recipient acknowledges that:

the Council is subject to certain terms and conditions pursuant to the Education Funding Agreement; and

the Recipient’s actions, inactions or neglects under this Deed may result in the Council being in breach of the Education Funding Agreement which may in turn result in grant monies being clawed back from the Council by the Education Funding Agency.

The Recipient must not take any action which will place the Council in breach of the Education Funding Agreement and must take all and any necessary steps to ensure that the Council is able to meet and comply with its duties, responsibilities and obligations under the Education Funding Agreement. Accordingly, the Recipient shall, without limitation, comply with all requests for information and assistance from the Council in respect of the aforesaid Education Funding Agreement.

The Recipient agrees that should the Education Funding Agency claw back grant monies from the Council made under the Education Funding Agreement as a direct or indirect result of the Recipient’s actions, inactions or neglects under this Deed, the Council (acting reasonably)

shall be entitled to require the Recipient to repay such sums that equate to all or part of the Grant.

#### The Parish Council's Obligations

All obligations in this deed stated to be obligations to be performed by the Recipient shall apply to and be performed by the Parish Council in the event that the Recipient ceases to occupy the Building for the Purpose and must keep the building in good repair.

Save for the Lease referred to at clause 0 the Parish Council must not dispose of or transfer the Property without the prior written approval of the Council. The Parish Council acknowledges that, irrespective of the Council's own discretion in this matter, the Council cannot provide any such approval without first obtaining the approval of the Education Funding Agency pursuant to condition 10 of the Education Funding Agreement.

Save for when the Lease is in operation, in which case the following obligation shall fall solely to the Recipient, the Parish Council must use or ensure that the Building is used for the Purpose.

Save for when the Lease is in operation, in which case the following obligation shall fall solely to the Recipient, the Parish Council must not change nor allow the use of the Building to change without the prior written approval of the Council. The Parish Council acknowledges that, irrespective of the Council's own discretion in this matter, the Council cannot provide any such approval without first obtaining the approval of the Education Funding Agency pursuant to condition 10 of the Education Funding Agreement.

Save for when the Lease is in operation, in which case the following obligation shall fall solely to the Recipient, the Parish Council must:

as soon as reasonably practicable and for as long as is reasonably possible, use reasonable endeavours to ensure that as close to the maximum number of 39 childcare places in the Building are filled. For the avoidance of doubt, in fulfilling this obligation, the Parish Council shall be entitled to take in to account relevant commercial considerations such as staffing costs and local demand from working parents for childcare places.

Comply with all Laws. In particular, the Parish Council must comply with the standards set out in the Department for Education statutory guidance "Statutory Framework for the Early Years Foundation Stage" effective 3 April 2017, as may be amended or replaced from time to time.

With regard to the childcare places referred to in clause 0, above, the Parish Council must ensure that the childcare places:

are for 3 and 4 year olds;

are offered all year round and not just during school term times; and

fit with the needs of local working parents (and be able to demonstrate this to the Council's reasonable satisfaction, if required).

In complying with clause 0, above, the Parish Council shall regularly review the Building's opening and closing hours and all year round provision.

provide reasonable endeavours to have minimum operating hours for childcare places between the hours of 8:00 am and 6:00 pm.

Should the Parish Council be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of its obligations under this Deed, it will notify the Council's Early Years and Childcare Service as soon as possible, providing full details.

On completion of this deed the Parish Council shall apply to HM Land Registry to register the Property and to enter the following restriction on the registered title to the Property:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the Devon County Council of County Hall, Topsham Road, Exeter EX2 4QD or its conveyancer that the provisions of clause 6.1 of a Deed dated \_\_\_\_\_ and made between Devon County Council, Lympstone Learning Alliance, and Lympstone Parish Council have been complied with or that they do not apply to the disposition.

As soon as possible after completion of this deed the Parish Council shall give to the Council official copies of the registered title to the Property, to show that the restriction required by clause 6.1 of this deed has properly and correctly entered against the title to the Property.

#### Parish Council and Recipient's Joint Obligations

The Parish Council and the Recipient agree that on the Practical Completion Date they will complete the Lease.

The Lease shall require the Property to be used for the Purposes

The rent reserved by the Lease shall be a peppercorn.

The Lease shall prohibit dispositions of the whole or part of the property comprised in the Lease without the prior written approval of Devon County Council including, but not limited to, assignments, sub-leases and charges.

The Lease shall include the following restriction which shall be included in the registered title to the leasehold title of Property:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Devon County Council of County Hall, Topsham Road, Exeter EX2 4QD or its conveyancer that the provisions of clause 7.3 of a Deed dated \_\_\_\_\_ and made between Devon County Council, Lympstone Learning Alliance, and Lympstone Parish Council have been complied with or that they do not apply to the disposition

## Records

The Recipient must make available to the Council, at such times as it shall reasonably request, such information as the Council requires enabling it to satisfy itself that the Recipient is using the Building exclusively for the Purpose and in accordance with the terms and conditions of this Deed.

At any time during the Use Period if requested by the Council, the Recipient shall:

provide details, accounting records, and supporting information in relation to any income generated from the use of the Building;

allow the Council to take copies of such details, accounting records, and supporting information; and

make such details, accounting records, and supporting information available to the Council, the Department for Education, the Education Funding Agency, and/or the Comptroller and Auditor General of the National Office at any reasonable time for inspection.

The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

The Recipient acknowledges that the Council is subject to certain record keeping obligations under the Education Funding Agreement and agrees to provide the Council with whatever assistance and information it may require, in a timely fashion, to satisfy those obligations.

## Monitoring and reporting

The Council shall monitor the operation of this Deed and the Recipient shall co-operate with and assist the Council by:-

providing it with such information as the Council may from time to time require in undertaking the monitoring; and

meeting the Council as required from time to time to discuss any issues relevant to this Deed.

## Acknowledgment and publicity

The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.

Lympstone Learning Alliance

The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.

### Intellectual Property Rights

The Council, the Parish Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, and any other Intellectual Property Rights whatsoever owned by the Council, the Parish Council or the Recipient before the Commencement Date or developed by any party during the Use Period, shall remain the property of that party.

### Confidentiality

Subject to clause 0 (Freedom of Information), each party shall during the term of this Deed and thereafter keep secret and confidential all Intellectual Property Rights or other business, technical or commercial information disclosed to it as a result of the Deed (including but not limited to the accounting records referred to in clause 0) and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Deed or save as expressly authorised in writing by the other party.

The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights or other business, technical or commercial information which:

- at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Deed by the receiving party;

- is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence;

- is at any time after the date of this Deed acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party;

- by the Council to any other department, office or agency of the Government;

- pursuant to an order of a court of competent jurisdiction or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure;

- where required by Law (including but not limited to the Freedom of Information Act 2000); or

- as far as necessary to implement and enforce any of the terms of this deed.

## Freedom of information

The Recipient acknowledges that the Council and the Parish Council are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall provide prompt assistance and cooperation with the Council and Parish Council (at the Recipient's expense) to enable the Council and Parish Council to comply with these information disclosure requirements.

## Data protection

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Deed shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both Parties will duly observe all their obligations under the DPA, which arise in connection with this Deed.

## Limitation of liability

The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient or Parish Council using or running the Building or complying with any of the terms of this Deed.

The Recipient (and if the Lease is not in operation, the Parish Council) shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient or the Parish Council in relation to using or running the Building, the non-fulfilment of obligations of the Recipient under this Deed or its obligations to third parties. For the avoidance of doubt, the Recipient shall indemnify the Council and make good any loss, costs, expenses and all other liabilities incurred, suffered or sustained by the Council under the Education Grant Agreement where such liabilities are the direct result of the Recipient's actions, inactions or neglects under this Deed. For the avoidance of doubt, if the Lease is not in operation, the Parish Council shall indemnify the Council and make good any loss, costs, expenses and all other liabilities incurred, suffered or sustained by the Council under the Education Grant Agreement where such liabilities are the direct result of the Parish Council's actions, inactions or neglects under this Deed.

Subject to clause 0, the Council's liability under this Deed is limited to completion of the Project.

## Warranties

The Recipient warrants, undertakes and agrees on behalf of itself and any sub-contractors that:

it has all necessary resources and expertise to fulfil its obligations under this Deed;

it shall at all times comply with all relevant Laws (including, but not limited to, the Equality Act 2010, Human Rights Act 1998, and Bribery Act 2010) and all applicable codes of practice and other similar codes or recommendations, and shall

notify the Council immediately of any significant departure from such legislation, codes or recommendations;

it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working in the Building;

it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;

it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and

it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to use the Grant for the delivery of the Project.

#### Insurance

The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Deed, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).

The Required Insurances referred to above include (but are not limited to):

public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims arising from using the Building for the Purpose; and

employer's liability insurance in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims arising from using the Building for the Purpose.

The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

#### Sub-contracting and Assignment

Subject to clause 0 and 0, no party shall be entitled to assign, novate, charge, or otherwise dispose of any or all of its rights and obligations under this Deed without the prior written consent of the other party.

The Recipient and the Parish Council may sub-contract any part of their obligations under this Deed and the provisions of clause 0 shall apply.

In the event that the Recipient or Parish Council enters into any sub-contract in connection with this Deed, the Recipient or Parish Council shall:

remain responsible to the Council for the performance of its obligations under this Deed notwithstanding the appointment of any sub-contractor and be responsible for the acts omissions and neglects of its sub-contractors;

impose obligations on its sub-contractors in the same terms as those imposed on it pursuant to this Deed and shall procure that the sub-contractors comply with such terms (including but not limited to compliance with the provisions relating to records and monitoring by the Council);

ensure, at all times, its sub-contractors have all necessary qualifications relating to the services it has been sub-contracted to provide and its sub-contractors comply with all applicable Laws; and

monitor the performance of its sub-contractors.

The Council shall be entitled to novate this Deed to any other body which substantially performs any of the functions that previously had been performed by the Council.

#### Waiver

No failure or delay by any party to exercise any right or remedy under this Deed shall be construed as a waiver of any other right or remedy.

#### Notices

All notices and other communications in relation to this Deed shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

#### No partnership or agency

This Deed shall not create any partnership or joint venture between the Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

#### Joint and several liability

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Deed on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Deed.

Contracts (Rights of Third Parties) Act 1999

This Deed does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

Governing law

This Deed shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

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

EXECUTED as a DEED  
by the affixing of the COMMON SEAL  
of  
DEVON COUNTY COUNCIL  
in the presence of:

.....  
Authorised Signatory

EXECUTED as a DEED by  
LYMPSTONE LEARNING  
ALLIANCE  
acting by and under the signatures of:  
[NAME OF DIRECTOR]

.....  
Director

[NAME OF 2ND DIRECTOR OR  
COMPANY SECRETARY]

.....  
Director / Company Secretary

EXECUTED as a DEED  
by the affixing of the COMMON SEAL  
of  
LYMPSTONE PARISH COUNCIL  
in the presence of:

.....  
Authorised Signatory

## Schedule 1 Project

### Project description:

A modular Wernicks building as shown on the attached drawings NPS-DR-A-(00)-PR2/P1 and 9897-1-001 A [ as may be amended by agreement] including a covered soft play area together with all Service Media installed required to serve it. The shell of the classroom will be enclosed within a timber cladding with double glazed windows and doors. The roof will be low dual-pitched and covered with profile steel

## **Lympstone Parish Council**

### **Proposed new Code of Conduct**

The chairman has asked the clerk to investigate the possibility of Councillors who are Members of other organisations in the Village being able to speak and vote at Parish Council meetings. This will require a new Code of Conduct which allows the granting of dispensations in certain circumstances. This is set out below.

### **Code of Conduct**

1. The Localism Act 2011 (Commencement No.6 and Transitional, Savings and Transitional Provisions) Order 2012 ('the 2012 Regulations'), were brought into force on 7 June 2012.
2. The 2012 Regulations confirm that on 1 July, a member of a parish council is at risk of prosecution for committing criminal offences in s.34 of the 2011 Act if:-
  - he/she, without a dispensation, participates or votes on a matter being considered at a meeting in which he/she has a 'disclosable pecuniary interest' (s.31(4) of the 2011 Act) or
  - written notification of such disclosable pecuniary interest has not already been given to the Monitoring Officer, and the member does not disclose the disclosable pecuniary interest to the meeting and does not provide written notification of the interest to the Monitoring Officer within 28 days of the meeting (ss.31(2) and (3) of the 2011 Act) or
  - he/she knowingly or recklessly provides false or misleading information about the above (s.34(2) of the 2011 Act).

### **Introduction**

Pursuant to section 27 of the Localism Act 2011, Lympstone Parish Council ('the Council') has adopted this Code of Conduct to promote and maintain high standards of behaviour by its members and co-opted members whenever they conduct the business of the Council, including the business of the office to which they were elected or appointed, or when they claim to act or give the impression of acting as a representative of the Council.

This Code of Conduct is based on the principles of selflessness, integrity, objectivity, accountability, openness, honesty, and leadership.

### **Definitions**

For the purposes of this Code, a 'co-opted member' is a person who is not a member of the Council but who is either a member of any committee or sub-committee of the Council, or a member of, and represents the Council on any joint committee or joint sub-committee of the Council, and who is entitled to vote on any question that falls to be decided at any meeting of that committee or sub-committee.

For the purposes of this Code, a 'meeting' is a meeting of the Council, any of its committees, sub-committees, joint committees or joint sub-committees.

For the purposes of this Code, and unless otherwise expressed, a reference to a member of the Council includes a co-opted member of the Council.

### **Member obligations**

When a member of the Council acts, claims to act or gives the impression of acting as a representative of the Council, he/she has the following obligations.

1. He/she shall behave in such a way that a reasonable person would regard as respectful.
2. He/she shall not act in a way which a reasonable person would regard as bullying or intimidatory.
3. He/she shall not seek to improperly confer an advantage or disadvantage on any person.
4. He/she shall use the resources of the Council in accordance with its requirements.
5. He/she shall not disclose information which is confidential or where disclosure is prohibited by law.
6. ***Registration of interests***
7. Within 28 days of this Code being adopted by the Council, or the member's election or the co-opted member's appointment (where that is later), he/she shall register with the Monitoring Officer the interests which fall within the categories set out in Appendices A and B.
8. Upon the re-election of a member or the re-appointment of a co-opted member, he/she shall within 28 days re-register with the Monitoring Officer any interests in Appendices A and B.
9. A member shall register with the Monitoring Officer any change to interests or new interests in Appendices A and B within 28 days of becoming aware of it.
10. A member need only declare the existence but not the details of any interest which the Monitoring Officer agrees is a 'sensitive interest'. A sensitive interest is one which, if disclosed on a public register, could lead the member or a person connected with the member to be subject to violence or intimidation.
11. ***Declaration of interests at meetings***
12. Where a matter arises at a meeting which relates to an interest in Appendix A the member shall not participate in a discussion or vote on the matter. He/she only has to declare what his/her interest is if it is not already entered in the member's register of interests or if he/she has not notified the Monitoring Officer of it.
13. Where a matter arises at a meeting which relates to an interest in Appendix A which is a sensitive interest, the member shall not participate in a discussion or vote on the matter. If it is a sensitive interest which has not already been disclosed to the Monitoring Officer, the member shall disclose he/she has an interest but not the nature of it.
14. Where a matter arises at a meeting which relates to an interest in Appendix B, the member shall not vote on the matter. He/she may speak on the matter only if members of the public are also allowed to speak at the meeting.

15. A member only has to declare his/her interest in Appendix B if it is not already entered in his/her register of interests or he/she has not notified the Monitoring Officer of it or if he/she speaks on the matter. If he/she holds an interest in Appendix B which is a sensitive interest not already disclosed to the Monitoring Officer, he/she shall declare the interest but not the nature of the interest.
16. Where a matter arises at a meeting which relates to a financial interest of a friend, relative or close associate (other than an interest of a person in Appendix A), the member shall disclose the nature of the interest and not vote on the matter. He/she may speak on the matter only if members of the public are also allowed to speak at the meeting. If it is a 'sensitive interest' the member shall declare the interest but not the nature of the interest.
17. **Dispensations**
18. On a written request made to the Council's proper officer, the Council may grant a member a dispensation to participate in a discussion and vote on a matter at a meeting even if he/she has an interest in Appendices A and B if the Council believes that the number of members otherwise prohibited from taking part in the meeting would impede the transaction of the business; or it is in the interests of the inhabitants in the Council's area to allow the member to take part or it is otherwise appropriate to grant a dispensation.

## Appendix A

Interests described in the table below.

<i>Subject</i>	<i>Description</i>
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners.
Sponsorship	Any payment or provision of any other financial benefit (other than from the Council) made to the member during the 12 month period ending on the latest date referred to in paragraph 6 above for expenses incurred by him/her in carrying out his/her duties as a member, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the member or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the Council —  (a) under which goods or services are to be provided or works are to be executed; and  (b) which has not been fully discharged.
Land	Any beneficial interest in land held by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partner which is within the area of the Council.  'Land' excludes an easement, servitude, interest or right in or over land which does not give the member or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners (alone or jointly with another) a right to occupy or to receive income.
Licences	Any licence (alone or jointly with others) held by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners to occupy land in the area of the Council for a month or longer.
Corporate tenancies	Any tenancy where (to the member's knowledge)—  (a) the landlord is the Council; and  (b) the tenant is a body that the member, or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.
Securities	Any beneficial interest held by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners in securities* of a body where—  (a) that body (to the member's knowledge) has a place of business or land in the area of the Council; and  (b) either—  (i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or

(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the member, or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

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

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

## **Appendix B**

An interest which relates to or is likely to affect:

- (i) any body of which the member is in a position of general control or management and to which he/she is appointed or nominated by the Council;
- (ii) any body—
  - (a) exercising functions of a public nature;
  - (b) directed to charitable purposes; or
  - (c) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union)of which the member of the Council is a member or in a position of general control or management;
- (iii) any gifts or hospitality worth more than an estimated value of £50 which the member has received by virtue of his or her office.

Adopted by Lympstone Parish Council on 2<sup>nd</sup> October 2017

Chairman,  
Cllr Mrs J Clark.

**Lympstone Parish Council**  
**Finance reports - 2nd October 2017**

DD	EDF - electricity for lights in Candy's Field		£47.78
2434	Optima Graphics - Herald printing		£404.00
2435	A Western - Grounds work		£300.00
2436	Grant Thornton - External Audit		£360.00
2437	SNC (Southwest) Moving the basket swing		£2,154.00
2438	Cllr Mrs Rogers - cleaning materials for youth club		£128.91
2439	Mrs C Edworthy - Wages for September 2017		£225.00
2440	A J Le Riche salary & expenses September 2017	£647.38	
2440	Keys for Youth Club	£13.00	
2440	EDDC Planning fee	£98.46	£758.84
2441	HMRC Tax / NI September 2017		£161.19
DD	EDF electricity for toilets		£9.00
DD	EDF - Youth Club electricity		£49.00
DD	EDF - Youth Club gas		£34.00
	<b>Total</b>		<b>£4,631.72</b>

**2 Financial Summary**

<b>Current Account</b>			
	Opening balance at 1st April 2017	£47,862.70	
	Receipts	£56,663.60	
	Total receipts	£104,526.30	
	Transfer from dep ac		
	Total paid in to current ac	£104,526.30	
	less, Payments	£21,208.56	
	Net balance	£83,317.74	
	Unpresented cheques	£0.00	
	Receipts not on statement	£0.00	
	Balance per bank statement	£83,317.74	
<b>Deposit Account</b>			
	Balance at 1st April 2016	£161.44	
	Interest to 1st September 2017	£0.06	
	Transfer to current ac	£0.00	
	<b>Total</b>	£161.50	
<b>Allocated balances</b>			
	Elections	£1,500.00	
	Reserve for Village hall car park inc 2017-18	£15,000.00	
	NP Projects up to 2016-17	£6,702.00	
	Total allocated balances	£23,202.00	

Lympstone Parish Council 3RD JULY 2017

Budget Monitoring 2017 - 18

Payments

Code	Item	Budget	Spent	Balance
10	VAT	0.00	1,160.85	-1,160.85
100	S137 *	1,000.00	0.00	1,000.00
101	Other Grants	1,600.00	0.00	1,600.00
201	Clerk's Salary	10,000.00	4,449.45	5,550.55
203	Office expenses	1,200.00	545.82	654.18
208	Village Hall Hire	400.00	360.00	40.00
209	Miscellaneous	500.00	429.69	70.31
301	Chairman's Allowance	150.00	0.00	150.00
302	Subs	525.00	362.40	162.60
307	Courses, Travel etc	250.00	25.00	225.00
308	Insurance, Audit, Elections	2,000.00	1,585.93	414.07
313	Miscellaneous inc Beacon bonfire	50.00	0.00	50.00
400	Herald Printing	4,000.00	1,525.00	2,475.00
602	Grass Cut 2*	4,000.00	1,852.00	2,148.00
605	Other Maintenance	500.00	14.37	485.63
608	General tree work inc Candys Field	300.00	800.00	-500.00
612	Bin emptying	225.00	656.84	-431.84
616	Benches etc inc Handyman	3,500.00	736.19	2,763.81
618	Notice Boards - Maintenance	100.00	0.00	100.00
633	Play Equipment Mtce	1,000.00	232.50	767.50
640	Lighting in Candy's field	450.00	269.62	180.38
701	Wages	2,700.00	1,370.70	1,329.30
702	Consumables, rates, elec	250.00	87.48	162.52
703	Rates, Utilities	500.00	952.09	-452.09
706	Repairs including decoration	1,000.00	0.00	1,000.00
800	Burial Ground	0.00	490.00	-490.00
1101	Youth Club Building Maintenance	1,000.00	370.37	629.63
1102	Gas Elec	1,000.00	971.23	28.77
1300	Website etc	250.00	420.38	-170.38
1400	Adverse weather	200.00	47.15	152.85
1500	Gully cleaning and jetting	2,000.00	0.00	2,000.00
2100	Parishes Together	1,722.00	0.00	1,722.00
2300	NP Projects	3,000.00	143.50	2,856.50
2400	Cont to repairs to VH Car Park	3,000.00	0.00	3,000.00
2500	DCC Funding	0.00	1,350.00	-1,350.00
2600	Ext funded	0.00	0.00	0.00
	Total	48,372.00	20,047.71	28,324.29
	Add VAT		1,160.85	
	Total		21,208.56	
<b>Receipts - Budget Performance</b>				
		<b>Budget</b>	<b>Actual</b>	<b>Balance</b>
	Precept	46,000.00	46,000.00	0.00
	Council Tax support grant	600.00	600.00	0.00

	DCC re Candys Field	400.00	400.00	0.00
	Herald Adverts	4,000.00	1,484.00	-2,516.00
	Burial fees	1,000.00	425.00	-575.00
	Lympstone FC re Candy's Field	50.00	0.00	-50.00
	Flower beds	0.00	0.00	0.00
	Western power re Wayleaves	6.38	0.00	-6.38
	Miscellaneous	0.00	0.00	0.00
	Website adverts	0.00	0.00	0.00
	Sub total	52,056.38	48,909.00	-3,147.38
	VAT Refund (part year).	0.00	7,754.60	7,754.60
	Parishes Together	1,722.00	0.00	-1,722.00
	External funding	0.00	0.00	0.00
	MoD Community Covenant	0.00	0.00	0.00
	NP Projects	0.00	0.00	0.00
	Sub total	1,722.00	7,754.60	6,032.60
	Total	53,778.38	56,663.60	2,885.22
	Allocated balances 31st March 2017			
	Elections			1,500.00
	Reserve for Village hall car park			12,000.00
	NP Projects			6,000.00
	Works to Youth Club			670.00
	Total allocated balances			20,170.00

## Lympstone Parish Council

### Action List – as at 25<sup>th</sup> September 2017

Minute	Response	Date Actioned
170 Gully emptying	Cllr Mrs Rogers suggests that this needs tree roots to be removed. DCC Highways officer contacted and asked to contact Cllr Mrs Rogers	1/5/17
11 Gulliford cemetery	Woodbury PC support a parishes together application but suggest a meeting of the Gulliford Joint Committee first. Site visit to be held	
28 meeting with County Councillors	Cllr Atkins to go around with Cty Cllrs	26/6/17
35 Flood resilience	Grant application for set up costs approved. Application for equipment to be submitted.	23/8/17
75 Pre-school	Basket swing moved. Submission to EDDC re planning condition made. Response awaited. Work started on moving the MUGA. School informed of progress. Much work on Licence for access.	20/9/17
78 Flood Wardens	Letter to be sent to Alan Burton	
79 Shepherds Path	No Parking sign located and passed to Cllr Corcos.	19/9/17
80 Footpaths	Advertised. Some response.	5/9/17
81 DALC	Cllr Mrs Rogers booked to attend AGM.	5/9/17
84 Cemetery	Cllr Atkins confirmed that GCM would no longer work in the cemetery. A Western now doing this. Costs to be considered	
85 DCC	DCC to be informed of need to inform landowners that they should be cutting hedges etc. Item requested for Highways Conference.	25/9/17